

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

**JANUARY 19, 2023
5:30 P.M.**

AGENDA

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

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

5. APPROVAL OF CONSENT AGENDA (TAB 1)

A. Minutes: January 5, 2023 Board Meeting

B. Community Use of Facilities

Fees

Central Magnet	Jimmy Alexander Sr., 70th birthday party, gym, 01/21/23, \$18hr
Kittrell Elementary	Rize Up Youth Sports, practices, gym, 1/24/23-5/19/23, \$18hr
McFadden Elementary	Franklin Road Christian School, practices, gym, 12/27/22-12/28/22, \$36hr ***retro review
Smyrna Elementary	Alpha Kappa Alpha, conference, gym, 3/4/23, \$126

***Note: Facility use prior to 9/15/22 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. Nepotism: Billy Young – Central Office Maintenance Dept. Electrical Position
Amber Campbell – Oakland Middle School 5.5 hr. cafeteria employee**

**D. Transportation: Request for voluntary termination of contract Bus #43
Request for voluntary termination of contract Bus #235
Request for voluntary termination of contract Bus #305
Request for voluntary termination of contract Bus #306**

E. Request to Purchase:

Rutherford County Board of Education requests to piggyback Hamilton County Schools Bid #23-06 Contract for Computer Software Instructional. Awarded vendors include: Attainment Company, BrainPop, Code HS, Dreambox Learning, Edmentum Inc., Essential Skills Software, Flinn Scientific, Imagine Learning, IXL Learning, High-Impact Education, Legends of Learning, MobyMax, Vista Higher Learning, and Quaver Ed.

Request to Purchase:

Rockvale Middle School request to use MCC Nashville for a new Risograph high speed duplicating system. This will enter them into a 5-year contract with the company. Amount is \$3445.00 for year one and \$550.00 per year after that for maintenance costs.

To be funded from Rockvale Middle School

F. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Craig Reavis	NTE \$1,000.00	Central Magnet	School Funds - HS Boys + Girls Basketball	Clock keeper for games
Luke Sheppard *6	NTE \$1,000.00	Central Magnet	School Funds - Various School Accounts	Bus Driver
Jason Bratten	NTE \$600.00	Smyrna Middle	School Funds - Girls + Boys Basketball	Clock and Scoreboard Operator, PA Announcer
Toney Neal *6	NTE \$5,000.00	Stewarts Creek High	School Funds - Various School Accounts	Bus Driver
Heather Reedy	NTE \$1,200.00	Thurman Francis	School Funds - Dance Team	Dance Team Coach / Choreographer
Amanda Hunt	NTE \$500.00	Blackman Middle	School Funds - Swimming	Swim Team Coach
McKennah Campbell	NTE \$1,000.00	Central Magnet	School Funds - MS Cheer	Assistant Cheer Coach
Abe Scraggins	NTE \$1,000.00	Central Magnet	School Funds - HS Boys Soccer	Assistant HS Boys Soccer Coach

Ansley Frazier	\$10/per game	McFadden	School Funds - Jr Pro Basketball	Ticket Booth, Buzzer
Caroline Gillespie	\$10 per game	McFadden	School Funds - Jr Pro Basketball	Ticket Booth, Buzzer
Craig Watkins	NTE \$2,500.00	Riverdale	School Funds - Half Timers	Assistant Half Timer Coach / Choreographer
Cole Gregory	\$25/lesson	Stewarts Creek Middle	Stewarts Creek Middle Music Boosters	Percussion lessons

**Unless listed as an hourly rate

1. Approved previously for an amount \$500
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 Dept.

G. Non-Faculty Volunteer Coaches:

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

The following non-faculty volunteer coaches are for the 2022-23 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Joseph Clagg	Central Magnet	MS Boys Soccer
Benjamin Jones	Central Magnet	MS Boys Soccer
Abraham Scraggins	Central Magnet	Boys Soccer
Craig Watkins	Riverdale High	Half timers
Jordan Middleton	Siegel High	Softball
Nicholas Newby	Siegel High	Boys Soccer
Paul Watson	Central Magnet	Boys Soccer
Brandon Whitt	Eagleville	Softball
Andrea Jones	Blackman High	Girls Wrestling

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

6. RECOGNITION

Congratulations to April Sneed, Principal for Whitworth-Buchanan Middle School on being named the Middle Tennessee Division Principal of the Year by the Tennessee Department of Education.

7. VISITORS

8. INSTRUCTION (TAB 2)

1. Adoption of Charter School Performance Framework

Pursuant to T.C.A. 49-13-143, if a chartering authority has not adopted a performance framework for all its schools, it must adopt a performance framework aligned to the Tennessee Department of Education’s model Performance Framework for charter schools. The RCS Performance Framework is aligned to both the state model and the framework used by the Tennessee Public Charter Commission. It also reflects updates that will be made to the state framework later this year.

Recommended Approval---motion to adopt the RCS Charter School Performance Framework as presented.

2. Charter Agreement with Springs Public Schools TN- Empower Academy

In accordance with Board Policy 1.902, an agreement has been drafted between Rutherford County Schools and Springs Public Schools TN- Empower Academy. The purpose of this agreement is to articulate the rights and responsibilities of each party regarding school autonomy, funding, administration and oversight, outcomes, and more. The agreement will be effective for 10 years unless it is otherwise amended or revoked per Board Policy.

The exhibits of this agreement include the RCS Performance Framework, a pre-opening checklist detailing the school’s responsibilities prior to their first year serving students, and a list of approved waivers from the TN Department of Education. The charter application, which was previously approved by the School Board, can be viewed in its entirety in the School Board Meeting Agenda from July 18, 2022.

Recommended Approval---motion to approve the Charter Agreement and all Exhibits contained therein with Springs Public Schools – TN, Empower Academy as presented.

9. SPECIAL EDUCATION

The Special Education Department requests two additional Physical Therapist positions under the direct supervision of our Special Education Coordinator. These physical therapist positions are currently being moved to Rutherford County Schools from previously being funded through a private contractor. These additional positions will allow us to have better coverage across the district and will be funded through IDEA Part B funds.

Recommended Approval---motion to approve two (2) additional Physical Therapy Positions funded through IDEA Part B funds for the 2022-2023 school year as presented.

10. LEGAL (TAB 3)

1. Out of County Transfer Student (1)

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for possession of illegal drugs. According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.

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

2. Out of County Transfer Student (2)

The Board has been requested to admit a transfer student from another school system under discipline. The student was sent to alternative school for continued violations of school rules. According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.

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

11. FACILITIES AND CONSTRUCTION (TAB 4)

1. Transportation

Allison Brown has been the contractor of Bus #61 for the Rutherford County Board of Education since 7/6/2015.

Bus #61 has not been running the route awarded.

Per Section 8.4

In the event of a material breach of this contract, the Board may immediately suspend this contract. Contractor shall immediately resolve the material breach to the satisfaction of the Board. In the event of a breach of this contract by contractor, the Board may within its sole discretion terminate this contract by giving thirty (30) days' notice. The Board's failure to terminate the contract upon breach shall not constitute a waiver of the Board's right to terminate for subsequent violations or failure to adequately fulfill the contract obligations.

No breach of this contract on the part of a breaching party shall be deemed material, unless the party claiming such breach shall be given the other party written notice of the breach and said party shall fail to cure the breach within thirty (30) days after receipt of such notice.

Allison Brown has received a 30-day written notice of this breach of contract. Allison Brown has failed to adequately fulfill the contract obligations.

Recommended Approval---motion to approve the contract for Bus #61, Allison Brown shall be terminated effective 1/20/2023 as presented.

2. Land Update

The Batey Property - testing progress and due diligence.

Veterans Parkway Property - update for proposed cost and Engineering layout feasibility.

3. 5 Year Building Program discussion and direction

4. CMTA ESPC Funding Request

A funding source to provide LED lighting to all school campuses and utilize savings to fund as many HVAC projects as possible. Follow up from the original presentation from July 20, 2021 and updated presentation on January 5, 2023. Engineering and Construction is requesting to move forward with the 15 Year utilizing Inflation Reduction ITC. This proposal would provide approximately total project funding of \$50,262,444 and generate guaranteed minimum Utility Savings of \$3,044,065.

Recommended Approval---motion to approve entering into a contract with CMTA for a 15-year ESPC as presented if approved by the Tennessee Comptroller's Office as required by TCA 9-24-101.

12. FINANCIAL MATTERS (TAB 5)

1. Centralized Cafeteria Fund Budget Amendment (Fund 143)

This FY 22-23 Centralized Cafeteria Fund amendment is to increase equipment and supply line items due to prior year encumbrances becoming actual expenditures in the current fiscal year. It also amends these lines to cover higher costs for equipment replacement and supplies. A portion of this amendment was prior year obligated money that rolled into fund balance and being is allocated to respective line items to cover prior year obligations that are now current year actual expenditures.

Recommended Approval---motion to approve the FY 22-23 Fund 143 budget amendment of \$850,000 decrease in fund balance and \$850,000 increase in expenditures for the increased cost of supplies & equipment, as well as, prior year obligations becoming current year expenditures in the Centralized Cafeteria Fund as presented.

2. Fund 141 General Purpose School Budget Amendment

This budget amendment cleans up expenditure line items at mid-year. On the revenue side, the budget is amended to reflect collections of disproportionalities from IDEA federal funds. On the expenditure side the larger items of this clean up Amendment reflect the higher cost and demand of custodial supplies, school maintenance supplies and parts, & instructional/support supplies and materials.

Also, adjustments to salary lines include additional approved positions not originally budgeted or transferring salaries to correct account numbers. This amendment has a net increase of both current year revenue and expenditures of \$375,000 with no use of fund balance.

Recommended Approval---motion to amend Fund 141 to clean up revenue and expenditure line items for a net increase of \$375,000 for both revenue and expenditure line items as presented.

13. FINANCIAL REPORT

14. INSURANCE UPDATE

15. DIRECTORS UPDATE

16. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

17. FEDERAL RELATIONS NETWORK (FRN) UPDATE

18. GENERAL DISCUSSION

19. ADJOURNMENT

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

Minutes of January 5, 2023

Board Members Present

Tammy Sharp, Board Chair

Caleb Tidwell, Vice-Chair

Coy Young

Shelia Bratton

Claire Maxwell

Katie Darby

Frances Rosales

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 Mr. Bratton

3. MOMENT OF SILENCE

A Moment of Silence was observed.

4. APPROVAL OF AGENDA

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

Vote: All yes

Motion passes.

5. APPROVAL OF CONSENT AGENDA

A. Minutes: December 15, 2022 Board Meeting

B. Community Use of Facilities

Fees

Barfield Elementary	Savannah Ridge HOA, meetings, cafeteria, 1/19/23, \$54
Christiana Middle	Believers Faith Fellowship, service, gym, Cafeteria, auditorium, 1/1/23, \$829.27**retro review
Wilson Elementary	Fine Arts Matter, class, cpu lab, library and Classroom, 1/25/23-4/19/23, \$540
Smyrna Elementary	National Inventors, camp, 2 classrooms, 6/5/23-6/9/23, \$292.13

No Fees

Siegel High	Middle TN Vocal, competition, auditorium, Choir room, cafeteria, Art hallway, 1/28/23 no fee
Siegel Middle	Northfield Elementary, teacher meeting, Auditorium, 1/3/23, no fee

*Note: Facility use prior to 9/15/22 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. Nepotism: Mandy Deary – Blackman High School Custodian

D. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Adeeb Al-Nimri	NTE \$1,000.00	Blackman High	School Funds - Football	Assistant Football Coach
Jeffery Gierke	NTE \$2,000.00	Blackman High	School Funds - Football	Assistant Football Coach
Timothy Jones	NTE \$2,000.00	Blackman High	School Funds - Football	Assistant Football Coach
Jeffrey Jordan	NTE \$2,000.00	Blackman High	School Funds - Football	Assistant Football Coach
Brody Quick	NTE \$2,000.00	Blackman High	School Funds - Football	Assistant Football Coach
Christopher Reynolds	NTE \$2,000.00	Blackman High	School Funds - Football	Assistant Football Coach
Chandler Tygard	NTE \$1,500.00	Blackman High	School Funds – Football/General Athletics	Weight room + Facility supervision
Richard Beard	NTE \$1,350.00	Oakland High	School Funds - Football	A/V Production Streaming Services
Mitzi Wilson *6	NTE \$1,220.00	Oakland High	School Funds - Football	Bus Driver for Football

Jennifer Mootz	NTE \$600.00	Rockvale High	School Funds- Basketball Cheerleading	Assistant Basketball Cheer Coach
Jason Bratten	NTE \$600.00	Smyrna High	School Funds – Boys & Girls Basketball	Clock + Scoreboard operator, PA Announcer
Eric Bonner	NTE \$2,000.00	Oakland High	School Funds - Boys Basketball	Assistant Boys Basketball Coach
Connor Newberg *4	NTE \$50.00	Oakland High	OHS Baseball Booster Club	Assistant Baseball Coach (approved amount is now \$1,250)
Andrew Brown	NTE \$500.00	Rockvale High	School Funds - Swimming	Assistant Swimming Coach
Charles Montgomery	NTE \$600.00	Rockvale High	School Funds - Swimming	Assistant Swimming Coach
Brittini Young	NTE \$500.00	Rockvale High	School Funds - Swimming	Assistant Swimming Coach
Alexis Davis	NTE \$1,000.00	Siegel High	School Funds - Football Cheerleading	Assistant Football Cheer Coach
James Warman *2	Hourly	Thurman Francis	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2022 / 2023 school year

**Unless listed as an hourly rate

1. Approved previously for an amount \$500
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 Dept.

E. Non-Faculty Volunteer Coaches:

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

The following non-faculty volunteer coaches are for the 2022-23 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Cameron Roberts	Blackman High School	Baseball
Emma Bess	Riverdale High School	Track
Joseph Prather	Siegel Middle School	Baseball
Randy Black	Whitworth-Buchanan	Baseball
Susan Petree	Whitworth-Buchanan	Archery

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the consent agenda items as presented.

Vote: All yes

Motion passes.

6. RECOGNITION

- **TSSAA 2022 Mr. Football Semifinalist Division 1 6A**
Justin Brown – Blackman High School
Jack Risner – Blackman High School
Kade Hewitt – Oakland High School
Arion Carter – Smyrna High School
- **TSSAA 2022 Mr. Football Division 1 6A Winner**
Arion Carter – Smyrna High School
- **TSSAA 2022 Kicker of the Year**
Jacob Taylor – Oakland High School

7. VISITORS

There were no visitors

8. 2023-2028 Rutherford County Schools Strategic Plan

The Rutherford County School Board adopted the mission, vision and belief statements and goals in October of 2022 and approved in November 2022. Dr. Sullivan addressed a small change to the Strategic Plan. Two additional steps were added under Goals to Support the Whole Child. Mr. Tidwell had several questions and addressed changes he would like to see with the Resilient Schools grant funding. After board discussion the suggested change in language was suggested: “RCS will participate in district wide de-escalation trauma informed and training for support of appropriate student behavior”.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell to approve the 2023-2028 RCS Strategic Plan as presented.

Vote: All yes

Motion passes.

9. FEDERAL PROGRAMS

Contract with Justus Educational Consulting, LLC

The Curriculum and Instruction Department is recommending a contract with Justus Educational Consulting, LLC. The contract would be with consultant, Dr. Leisa Justus, former principal of Blackman High School. Dr. Justus would be working alongside administration and leadership teams within Rutherford County Schools providing consultation and mentorship. This contracted service would be paid out at a rate of \$75.00 per hour for no more than 300 hours during the spring semester of the 2022-2023 school year.

Motion made by Mrs. Rosales, seconded by Mrs. Maxwell, to approve ESSER 3.0 funds to pay for the contracted service provided by Justus Educational Consulting, LLC. This amount should not exceed \$22,500.00 for the remainder of the 2022-2023 school year as presented.

Vote: All yes

Motion passes.

10. LEGAL

1. Out of County Transfer Student (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 making a threat. According to Policy 6.318, the Board may deny admission of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

The Director of Schools' recommendation is to admit and place into the alternative school.

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve the admission for this Out of County Transfer Student as presented.

Vote: All yes except Mrs. Darby who was opposed

Motion passes.

2. Annual Policy Review

Policies that have not been reviewed/changed in the past calendar year will be reviewed as part of the Annual Policy Manual Review.

Section 3 – Support Services

- Policy 3.100 – Business Management Goals**
- Policy 3.200 – Buildings and Ground Management**
- Policy 3.201 – Safety**
- Policy 3.202 – Emergency Preparedness Plan**
- Policy 3.2031 – Threat Assessment Team**
- Policy 3.204 – Pandemic/Epidemic Emergency Cleaning**
- Policy 3.2041 – Pandemic/Epidemic Face Covering/Mask Requirement**
- Policy 3.205 – Security**
- Policy 3.206 – Community Use of Facilities**
- Policy 3.208 – Facilities Planning**
- Policy 3.210 – Naming Facilities**
- Policy 3.211 – Energy Use and Conservation**
- Policy 3.212 – District Water Testing**
- Policy 3.218 – Service Animals in District Facilities**
- Policy 3.220 – Access to Private Facilities**
- Policy 3.300 – Equipment and Supplies Management**
- Policy 3.3001 – Use of Cellular Phones**
- Policy 3.400 – Student Transportation Management**
- Policy 3.401 – Scheduling and Routing**
- Policy 3.402 – Special Use of School Vehicles**
- Policy 3.403 – Traffic and Parking Controls**
- Policy 3.4031 – Vehicle Accidents on School Property**
- Policy 3.404 – Private Vehicles**
- Policy 3.500 – School Nutrition Management**
- Policy 3.600 – Insurance Management**
- Policy 3.601 – Student Insurance Program**

Several of the above policies were discussed to bring back before the Policy Committee at the January 31, 2022 meeting for review.

11. FACILITIES AND CONSTRUCTION

1. Rockvale Elementary Sign Request

Principal Dayna Nichols has requested to install a new digital sign and the cost to be split between the school and the Building Program. This is consistent with previous request for other projects to share cost for a new sign. The cost for the sign will be not to exceed \$25,000.00 and to be funded from existing Building Program Project Savings.

Motion made by Mrs. Bratton, seconded by Mrs. Darby, to approve the new sign for Rockvale Elementary. Funding will be half from the school funds and half from the Building Program, not to exceed \$25,000.00 as presented.

Vote: All yes

Motion passes.

2. CMTA ESPC Updated Presentation (For Information)

Information on a funding source to provide LED lighting to all school campuses and utilize savings to fund as many HVAC projects as possible was discussed by Assistant Supt. of Engineering and Construction as well as CMTA Energy Solutions. This was a follow up from the original presentation from July 20, 2021.

12. FINANCIAL REPORT

Dr. Sullivan will be providing a financial report on the 3rd week of each month. An Internal School Funds audit report was presented to board members.

13. INSURANCE UPDATE

Dr. Anthony gave a brief update on insurance.

14. DIRECTORS UPDATE

Dr. Sullivan stated report cards would be coming out next Tuesday along with a 3rd grade letter to parents. He discussed information on Lipscomb's Grow your Own program. There are currently 45 participants in this program who could potentially begin teaching in August. There will be a Mental Health Meeting held at Blackman High School on February 6, 2023 beginning at 6 P.M.

15. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

16. FEDERAL RELATIONS NETWORK (FRN) UPDATE

17. GENERAL DISCUSSION

Mrs. Rosales asked for an update on the Veterans Pkwy. Property. Ms. Sharp stated several members of the Board would be attending a meeting regarding JazzFest at the Fountains on Friday, January 6, 2023 at 2:00 P.M. Also, the Board will be hosting an informal meet and greet with State Legislature on January 26, 2023 at 6:00 P.M. at the Rutherford County Board of Education.

18. ADJOURNMENT

**There being no further business, the meeting adjourned at approximately 6:27 P.M.
Mrs. Bratton made the motion to adjourn.**

Tammy Sharp, Board Chairman

Date

Dr. James Sullivan, Director of Schools

Date

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department. has received a letter dated 1/2/23 from Thida Hill, contractor of bus #43, 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 from Thida Hill, Bus #43, effective as soon as possible.

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department. has received a letter dated 1/3/23 from Sue Estes, contractor of bus #235, 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 from Sue Estes, Bus #235, effective as soon as possible.

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department has received a letter dated 1/3/23 from Brenda Sanders, contractor of bus #305, 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 from Brenda Sanders, Bus #305, effective as soon as possible.

Transportation

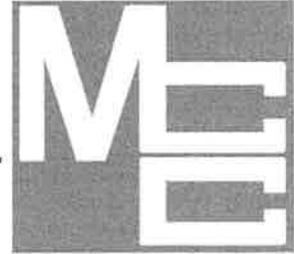
Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department has received a letter dated 1/3/23 from Kimberly Jernigan, contractor of bus #306, requesting voluntary termination of her contract with the Board. The Transportation Department is prepared 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 from Kimberly Jernigan, Bus #306, effective as soon as possible.

Communication Systems

PROPOSAL

DATE: January 5, 2023



NASHVILLE

5217 LINBAR DRIVE #306

NASHVILLE, TN 37211

(615) 370-4211

(866) 805-5893

www.mccnashville.net

Rockvale Middle School
6543 State Highway 99
Rockvale, TN 37153

We are pleased to present the following proposal:
NEW RISOGRAPH HIGH SPEED DUPLICATING SYSTEM

DESCRIPTION	QUANTITY	TERM	TOTAL
<p><u>RISO High-Speed Duplicating System</u></p> <ul style="list-style-type: none"> • 130 pages per minute • 1,000 sheet paper capacity (letter/legal) • MCC Power Filtration Device to eliminate power fluctuations • Print from USB • Easy to use LCD panel • Quick Master Making mode • Improved Image Processing Function • Includes (1) black print cylinder <p><u>Maintenance Tiered Annually. Unlimited Impressions</u></p> <ul style="list-style-type: none"> • Year 1 - Included • Year 2-5 - \$550.00 per year • Year 5+ = New Agreement required based on technical analysis • Excludes paper, ink, and masters • Includes quarterly preventative maintenance service <i>whether you need us or not!</i> 	1	CASH	\$3,445.00

MCC will include one box of black ink (2 cartridges per box), and one box of masters (2 rolls per box). Includes setup, delivery and training. Supply costs: \$30 per box of ink, \$50 per box of masters

Thank You,
Lance Campbell (615) 347-3827

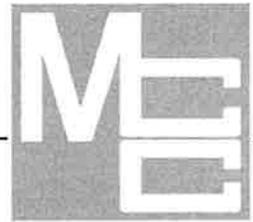
Customer Acceptance: Please enter our order for the above, subject to the terms and conditions on the reverse: if multiple quantities or items Shown, desired quantities / items are circled.

Consider this our order. Our purchase order _____ will follow.
(Number if Known)

By _____ Title _____ Date _____

**NATION'S LARGEST TOTAL COMMUNICATIONS DEALER
PREVENTATIVE MAINTENANCE AGREEMENT**

1 YR RISO MAINTENANCE AGREEMENT



**MEMPHIS
COMMUNICATIONS
CORPORATION**

4771 SUMMER AVENUE
P.O. BOX 770389
MEMPHIS, TN 38122-0389
(901) 725-9271
FAX (901) 272-3577

SOLD TO
Rockvale Middle School
6543 State Highway 99
Rockvale, TN 37153

LOCATION
Rockvale Middle School
6543 State Highway 99
Rockvale, TN 37153

QTY	Equipment Model Number	DESCRIPTION	SERIAL #	START METER READING
1	Riso SF5130eii	RISO Duplicator		
				ANNUAL AMOUNT
\$350 per unlimited copies, or 1 year, whichever comes first. <i>Maintenance increases to \$550 for years 2-5</i>				\$350

- **INCLUDES:** PARTS, LABOR, ROLLERS, TRAINING, AND LIVE PHONE SUPPORT.
- **EXCLUDES:** MASTERS, INKS, PRINT CYLINDERS, SOFTWARE SUPPORT, CONNECTIVITY, HARDWARE AND CABLING
- YOUR PREVENTIVE MAINTENANCE AGREEMENT PRICING REFLECTS A DISCOUNT OF \$250 FOR PURCHASING SUPPLIES THROUGH MCC.
- EFFECTIVE START DATE: _____

Confidentiality Notice:

All information provided in the Maintenance Agreement should be considered confidential. It is the intellectual property of MCC. It should only be used for the express purpose of evaluating a Maintenance Agreement offered by MCC solely for the client listed above. In no way should these documents be distributed to anyone not employed by the company listed without the express written consent of an executive of MCC.

NOTES: First Year is included in total price of \$3445		SUB-TOTAL	\$350
		TAX	Exempt
		TOTAL	\$350
SUBJECT TO THE TERMS AND CONDITIONS ON REVERSE SIDE. THIS ORDER IS NOT VALID UNTIL ACCEPTED IN WRITING BY:			
MCC APPROVAL		CUSTOMER APPROVAL	
AUTHORIZED SIGNATURE	TITLE	CUSTOMER SIGNATURE	TITLE
PRINT NAME	DATE	PRINT NAME	DATE

1. **BASIC SERVICE** - THE EQUIPMENT WILL BE CLEANED, LUBRICATED AND ADJUSTED. ANY NECESSARY SUGGESTIONS TO THE OPERATOR WILL ALSO BE FURNISHED AT THE TIME SERVICE IS PERFORMED. ALL WORK TO BE PERFORMED DURING REGULAR BUSINESS HOURS (MONDAY- FRIDAY 8:00 a.m. - 5:00 p.m.).



WORK RELEASE FORM

1. Client grants Memphis Communications Corporation, its agents and service representatives, permission to download and/or install software on client's computer and /or network, including but not limited to, virus scanners, diagnosis and repair utilities, meter reading utilities, drivers, libraries, and software requested to be installed by client. Memphis Communications Corporation does not check for licensing compliance for any software provided by client to be installed on their computer systems. It is the responsibility of the client to have proper licensing for any software provided. Memphis Communications Corporation reserves the right to refuse to install any software for which proper licensing cannot be demonstrated.
2. Memphis Communications Corporation strongly advises client to safeguard critical data by backing up said data prior to any services performed by Memphis Communications Corporation. Unless specifically requested and provided a paid service by Memphis Communications Corporation, client is responsible for any backup, archiving, or protective storage as well as restoration if required of client's data.
3. Client also agrees they will not actively solicit work from any of Memphis Communications Corporation's contractors or employees for computer related services, without the prior approval of Memphis Communications Corporation. This agreement includes all geographic locations where Memphis Communications Corporation does business or the client resides.
4. Client acknowledges that due to the nature of the service being performed, there is a potential risk of damage or loss including, but not limited to, damage to client's business computer hardware, its cabling, hubs, routers, switches, peripherals, accessories, and furniture, as well as potential risk of damage, corruption, or loss of computer software, applications, data, and data storage media.
5. To the extent allowed by law, client agrees to release and hold harmless Memphis Communications Corporation from all liability for damage or loss as well as any incidental or consequential material or financial damage or loss that may result from the actions of Memphis Communications Corporation, its agents or service representatives.

This document constitutes the entire agreement between the client and Memphis Communications Corporation. No other agreement whether verbal or written shall be in effect except if agreed to and authorized in writing by the Director of the Professional Technical Services Division.

All new equipment sold and installed by Memphis Communications Corporation is warranted and supported by Memphis Communications Corporation at no charge for period of (90) days after the installation date, so long as it has not been tampered with or modified in any way.

The law of the state of Tennessee shall govern this contract. Any dispute concerning this Agreement shall be heard within the state of Tennessee. By signing below, client acknowledges that he/she has read and understands, and agrees to terms of this Work Release Form, which is kept on file at the offices of Memphis Communications Corporation in Memphis, TN. The Work Release Form must be approved before any work begins.

Equipment: Riso SF-5130

Signed: _____

Title: _____

Company: Rockvale Middle School

Date: 1/9/2023

MCC Representative: Lance Campbell, Sales Manager, MCC Nashville

Rutherford County Schools
Charter School Performance Framework

Adopted January 2023

Acknowledgements

Rutherford County Schools would like to acknowledge the Tennessee Public Charter Commission and the Tennessee Department of Education for their feedback and guidance in revising the Performance Framework. This Performance Framework builds upon the model framework from the Tennessee Department of Education, which was last revised in 2018.

Introduction

Pursuant to Tennessee Code Annotated (T.C.A.) § 49-13-143, if a chartering authority has not adopted a performance framework for all of its schools, it must adopt the model performance framework developed by the department for its charter schools. Rutherford County Schools has adopted this comprehensive framework, which encompasses all components of the model framework.

About the Performance Framework

This document outlines the comprehensive benchmarks by which charter schools authorized by Rutherford County Schools (also known as the LEA or the Authorizer) will be measured and evaluated in alignment with the district's mission and Board Policy 1.903. The framework addresses the academic, financial, and organizational benchmarks by which schools will be scored to indicate the overall success and health of the charter school. A charter school's performance on these measures will be published in the annual report produced by the district.

Section I. Academic Performance

Pursuant to Tennessee Code Annotated (T.C.A) § 49-13-102, two of the purposes of a charter school are to improve learning for all students and to ensure that children have the opportunity to reach proficiency on state academic assessments. In addition, the law states that "[t]he performance-related provisions within a charter agreement shall be based on a performance framework that clearly sets forth the academic and organizational performance indicators, measures, and metrics that will guide the authorizer's evaluation of each public charter school."¹ For students, families, and the community, the main question that needs to be answered is: "Is this school a high-achieving school?" With increased school autonomy, a bedrock of charter school authorization, comes the expectation of high academic achievement and student growth. The following pages outline the measures by which a charter school's academic performance will be evaluated for purposes of yearly monitoring, potential interventions and plans of correction, and renewal and revocation decisions. A school will be evaluated on each performance measure and will receive a rating for each measure as well as a composite score that encompasses the entire academic performance framework. The Rutherford County Board of Education Intervention Policy 1.904 lays out the possible interventions and sanctions for failure to meet the standards set forth in the performance framework.²

The Academic Performance framework is made up of four key areas, which are outlined below. Additional details and explanations around these areas are included in the pages that follow.

1. Student Outcomes (25%-35%)
2. Mission-Specific Goal (10%)
3. Comparative Performance (40%)
4. Overall TVAAS Composite Index (15%-25%)

¹ T.C.A. § 49-13-143(a)

² For example, the governing board of any school that receives a "Falls Far Below" rating in any category will receive a Notice of Concern detailing the areas of concern on the Performance Framework. Achievement of a rating of "Falls Far Below" in multiple areas or "Does Not Meet Standard" in a significant number of ratings will result in a Notice of Deficiency being issued to the school's governing board and a Plan of Correction being developed. Additional information regarding possible interventions and sanctions, including charter revocation, are available in the Rutherford County Schools Charter School Intervention Policy 1.904

1: Student Outcomes (25%-35%)

[Section 1, Student Outcomes, will be updated based on guidance from the Tennessee Department of Education.]

Description	Falls Far Below Standard	Does Not Meet Standard	Meets Standard	Exceeds Standard	Total Weight
					25%-35%

**For schools in their first year of operation, see 1b in the next section.*

In December 2015, the Every Student Succeeds Act (ESSA) was signed into law. ESSA replaces the former federal education law, commonly referenced as No Child Left Behind, and reauthorizes the Elementary and Secondary Education Act of 1965. In 2017, the Tennessee Department of Education (TDOE) outlined a new district and school accountability framework that is aligned to ESSA. The TDOE's school accountability framework measures school performance for all students and by subgroup on the following indicators³

- Achievement:** Percent of students performing at "met or exceeded expectations" on state assessments through two pathways:
 - Absolute achievement (relative to other schools); or
 - Performance on Annual Measurable Objectives (AMO) targets (growth in achievement);
- Growth:** TVAAS growth for all students and progress on all achievement levels for subgroups;
- Ready Graduate (High School Only):** Percent of high school graduates who demonstrate the necessary skills for postsecondary, military, and workforce readiness by meeting either ACT, Early Postsecondary Opportunities (EPSO), or military criteria through two pathways:
 - Absolute achievement (relative to other schools); or
 - Performance on AMO targets (growth in Ready Graduate indicator);
- Chronically Out of School:** Percent of students who are chronically out of school, defined as missing 10 percent or more of a school year due to absences or out of school suspensions, through two pathways:
 - Absolute achievement (relative to other schools); or
 - Performance on AMO targets (reduction in percent of students chronically out of school);
- English Language Proficiency Assessment (ELPA):** Progress toward English language proficiency through two pathways:
 - Percent of students exiting ESL services, weighted by initial ELP; or
 - Percent of students meeting or exceeding the growth standard based on prior English proficiency.

³ Tennessee Department of Education. (2017, April 3). Every Student Succeeds Act: Building on Success in Tennessee.

An A-D letter grade⁴ is assigned to each school evaluated by the TDOE. Due to the comprehensive nature of this state-determined school rating, each letter grade will correspond to the rating category as determined in the table on the previous page. Minus grades for schools designated as "focus" schools will not influence the overall ratings category of the school. For example, a school receiving a B- will be designated as "Meets Standard."

For this indicator specifically, a C letter grade qualifies as not meeting standard; however, a school can still meet standard for the academic section of the framework with a C letter grade if they earn a "meets standard" on all other indicators and a 1VAAS 4 or 5.

1. b. Student Achievement for New Schools (Applicable for schools with only one year of data) (25%-35%)

New schools in their first year of operations will not receive an A-D rating from the TDOE. Instead, new schools will be evaluated in the following areas in student outcomes. The weight of the following areas makes up 25%- 35% of the final academic performance score, just as the 30%- 40% weight from the A-D letter grade. Each of the below indicators scoring weights align to the scoring weights used for each indicator in the A- D letter grade.

1. Absolute Achievement: Absolute achievement will be measured by the percentage of students scoring "met or exceeded expectations" on the Tennessee state assessments in the subject areas of ELA, math, science, and social studies. The total scoring weight for absolute achievement is 45%, with each subject area consisting of 11.25% of the total 45%. If a school is not being tested in a certain area, the total of 45% will be reallocated equally among the total tested subject areas.
2. Growth: Growth in achievement will be measured by 1VAAS overall composite index for the one-year trend. The total scoring weight for growth is 35%.
3. Chronic Absenteeism: Chronic absenteeism is defined as the percent of students missing 10% or more of enrolled school days. The total scoring weight for chronic absenteeism is 10%.
4. English Language Proficiency Assessment (ELPA): ELPA will be measured by the percentage of students meeting or exceeding the growth standard based on prior English proficiency. The total scoring weight for ELPA is 10%.

Note - if testing irregularities arise for any one specific subject area or if the state test is being adjusted, Rutherford County Schools may hold a school harmless to this data depending on the severity of the irregularity.

⁴T.C.A. § 49-1-228

	bsolute performance in ELA, as measured by Tennessee State essments - Percent of students scoring met or exceeded	IHS							11.25%
	bsolute chievement	bsolute performance in science, as measured by Tennessee ate Assessments - Percent of students scoring met or exceeded expectations.							11.25%
									1.25%
11b- ear 1		bsolute performance in social studies, as measured by ennessee State Assessments - Percent of students scoring :met or exceeded expectations.	-8 HS					50%	11.25%
	rowth	MS overall composite index for one-year trend. he percent of students missing 10 percent or more of nrolled school days.	HS	Level 1 Greater than 28.1%	Level2 0.1%- 8.1%	Level3 13%-20%	Level 4 or 5 Less than 13%	5%	
	bsenteeism		K-8	Greater than 19.6%	12%-19.5%	7%-11.9%	Less than 7%	10%	
	English Language Proficiency ssessment	Percent of students meeting or exceeding the growth standard based on prior English proficiency.	<u>IHS</u> K-8	Less than 0%	Less than 0%	Less than 0%	t least 60%		
				Less than 40%	Less than	Less than	t least 60%	10%	

2: Mission-Specific Goal (10%)

Each school authorized by Rutherford County Schools will define a mission-specific goal within their charter agreement to be evaluated within the School Performance Framework. Each mission-specific goal is unique and pre-determined in collaboration with LEA staff. The inclusion of this goal offers an opportunity:

1. For schools to showcase what makes them unique based on the model described within their charter application.
2. For elementary schools who may be missing state student outcomes data due to many of their students being in non-tested grade levels, this goal can support the tracking of growth and achievement for students who do not take state testing through nationally normed assessments.
3. To include supplemental data for schools who are staggering their opening by grade level.
4. To capture additional important data aligned with their mission that schools believe are beneficial and are outside the scope of what is measured within the academic portion of the framework. This can include items such as ACT scores, nationally normed internal assessment data, and curriculum rubrics.

The school must adhere to the guidelines established by the LEA to develop the proposed mission-specific goal. Rutherford County Schools staff will either approve the goal as is and incorporate it within the school's accountability and reporting, or it will engage in further negotiations regarding the goal. If the school chooses to make changes to its mission-specific goal at any point in time during the tenure of the charter agreement, the school must amend the charter agreement to do so.

The following are guidelines for schools in the development of the mission-specific goal:

1. The proposed goal must be student-centered, and outcome driven.
 - a. The goal must describe student outcomes and not action steps, curriculum, or adult actions.
 - b. The goal must include quantitative data. This goal cannot be qualitative or subjective, including items such as survey data or student statements.
2. The proposed goal must include outcomes, predetermined metrics, and progress.
 - a. The goal must be aligned to the mission of the school as outlined within the charter application.
 - b. The goal must not include metrics or assessments already utilized within the performance framework such as TCAP/TNReady achievement scores, TVAAS, or chronic absenteeism.
 - c. The goal must include pre-determined metrics to measure student success toward the mission. These metrics are not flexible and cannot change year over year to ensure comparison. Some metrics can include:
 - i. Nationally normed internal assessment data (e.g., NWEA MAP)
 - ii. Aligned End of Course Assessments (not tied to state testing)
 - iii. ACT Scores/SAT Scores
 - iv. Student performance rubrics

- v. Curriculum-based measurements or evaluations
- d. Schools must report on progress within the metrics toward the mission-specific goal. This must be demonstrated through aggregated (not raw) data and be clearly reported to the LEA. The school must report accurate data and determine whether they are meeting, exceeding, or not meeting their goal.

The mission-specific goal *will* be discussed with the school during site visits and during interim reviews and will be included within the annual reporting for the school which is public record. The mission-specific goal will also be considered in high-stakes decisions including intervention, renewal, and revocation. The school *is* responsible for reporting the pre-determined and aggregated data by the specified date within the charter agreement for site visit and annual reporting. Failure to report this data will result in the charter school receiving a "does not meet standard" for the mission-specific goal.

3: Comparative Performance (40%)

3a. School to LEA - Overall {20%}

3a	1 school comparative performance to LEA in 'All Grades'	More than 15 percentage points lower than the LEA	5.1-15 percentage points lower than the LEA	Up to 5 percentage points below or above the LEA	Greater than 5 percentage points higher than the LEA	25%
3b	1 school comparative performance to LEA in 'All Grades' Math	More than 15 percentage points lower than the LEA	5.1-15 percentage points lower than the LEA	Up to 5 percentage points below or above the LEA	Greater than 5 percentage points higher than the LEA	25%
3c	1 school comparative performance to LEA in 'All Grades' Science	More than 15 percentage points lower than the LEA	5.1-15 percentage points lower than the LEA	Up to 5 percentage points below or above the LEA	Greater than 5 percentage points higher than the LEA	25%
3d	1 school comparative performance to LEA in 'All Grades' Social Studies	More than 15 percentage points lower than the LEA	5.1-15 percentage points lower than the LEA	Up to 5 percentage points below or above the LEA	Greater than 5 percentage points higher than the LEA	25%

Subgroup - Students with Disabilities (5%)

Measure	Description		Falls Far Below Standard	Does Not Meet Standard	Meets Standard	Exceeds Standard	Total Weight
3a	School comparative performance to LEA in	All Grades	More than 13 percentage points lower than the LEA	3.1-13 percentage points lower than the LEA	Up to 3 percentage points below or above the LEA	Greater than 3 percentage points higher than the LEA	50%
3b	School comparative performance to LEA in Math	All Grades	More than 13 percentage points lower than the LEA	3.1-13 percentage points lower than the LEA	Up to 3 percentage points below or above the LEA	Greater than 3 percentage points higher than the LEA	50%

Subgroup - English Learners (5%)

Measure	Description		Falls Far Below Standard	Does Not Meet Standard	Meets Standard	Exceeds Standard	Total Weight
3a	School comparative performance to LEA in	All Grades	More than 13 percentage points lower than the LEA	3.1-13 percentage points lower than the LEA	Up to 3 percentage points below or above the LEA	Greater than 3 percentage points higher than the LEA	50%
3b	School comparative performance to LEA in Math	All Grades	More than 13 percentage points lower than the LEA	3.1-13 percentage points lower than the LEA	Up to 3 percentage points below or above the LEA	Greater than 3 percentage points higher than the LEA	50%

Measure	Description	Falls Far Below Standard	Does Not Meet Standard	Meets Standard	Exceeds Standard	Total Weight
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Subgroup - Black, Hispanic, Native American (5%)

Measure	Description		Falls Far Below Standard	Does Not Meet Standard	Meets Standard	Exceeds Standard	Total Weight
3a	ool comparative performance to LEA in	All Grades	ore percentage points lower than the LEA	percentage points lower than the LEA	0 10 percentage points below or above the LEA	percentage points higher than the LEA	50%
3b	School comparative performance to LEA in Math	All Grades	More than 13 percentage points lower than the LEA	3.1-13 percentage points lower than the LEA	Up to 3 percentage points below or above the LEA	Greater than 3 percentage points higher than the LEA	50%

1. Comparison of charter performance to the LEA average allows for the evaluation of whether the charter school is providing a better option for students. Comparative achievement will be measured by evaluating the percentage of students who scored "met or exceeded expectations" on the state assessments at the charter school, as compared to the LEA average.
 - a. In grades 3-8, an average percent "met expectations" or "exceeded expectations" of all grades will be calculated for each tested subject.
 - i. This average will be calculated by taking the total number of students scoring "met or exceeded expectations" and dividing it by the total number of students who took the test in grades 3-8.
 - b. In high school, an average percent "met or exceeded expectations" will be calculated for End-of-Course (EOC) assessments in English I, and 11, Algebra or Integrated Math I, Geometry or Integrated Math II, Algebra II or Integrated Math III, Biology, and U.S. History.
 - i. This average will be calculated by taking the total number of students scoring "met or exceeded expectations" and dividing it by the total number of students who took the tests, which will be grouped by subject.
 - ii. EOC assessments will be grouped by subject in the following way:
 - a. ELA: English I and II
 - b. Math: Algebra or Integrated Math I, Geometry or Integrated Math II, Algebra II or Integrated Math III
 - c. Science: Biology
 - d. Social Studies: U.S. History

*If a school is not being tested in certain subject areas, the total weight will be reallocated equally among the total tested subject areas.

2. Enrollment percentages for each subgroup defined above will be included in the district's annual reporting for each school. If the school's student count for any individual subgroup is less than 8 students per grade level, or 30 for a fully built out school of four tested grade levels, schools will not be held accountable due to statistical validity. In this instance, the individual subgroup indicator(s) will be suppressed and marked on the framework as "***", and the school will be held harmless for the specific subgroup(s). The corresponding weight(s) will be reallocated to the overall school to district comparison (up to 20%).
 - a. Additionally, if LEA proficiency data for a particular subgroup falls below 1%, requiring suppression, the school will be compared to a district score of 0.9% for that subgroup for comparison purposes. *If* a school's data is suppressed publicly below 5%, the school will still be held accountable to the comparison, however the actual score will be suppressed in public reporting.
 - b. If a school has a proficiency score of zero for a particular subgroup, they cannot meet the standard, even if it falls within three percent of the resident district. A school must have a proficiency score above zero percent to qualify for this indicator.

4: Overall Tennessee Value-Added Assessment System (TVAAS) Composite Index (15%-25%)

Measure	Description	Falls Far Below Standard	Does Not Meet Standard	Meets Standard	Exceeds Standard	Total Weight
4a	<p>The <u>Tennessee Value-Added Assessment System</u> (TVAAS) measures student growth year over year, regardless of whether the student is proficient on the state assessment. In calculating a TVAAS score, a student's performance is compared relative to the performance of his or her peers who have performed similarly on past assessments.</p>	TVAAS Composite Score of 1	TVAAS Composite Score of 2	TVAAS Composite Score of 3	TVAAS Composite Score of 4 or 5	15%- 25%

Note - if a school does not have a TVAAS score, the weight will be reallocated evenly amongst the other indicators in the academic section.

Academic Performance Rubric

Section	Indicator	Falls Far Below Standard	Does Not Meet Standard	Meets Standard	Exceeds Standard	Percentage of Section Score	Percentage of Overall Score
Mission-specific Goal	chool academic performance, as measured by the Tennessee Department of Education	1	2	3	4	100%	25%-35%
	ach school authorized by the LEA will define a mission-specific goal within their charter agreement to be evaluated within the school Performance Framework	1	2	3	4	100%	10%
	omparative Performance to LEA	-	-	-	-	50%	
	chool comparative performance to LEA in ELA	-	-	-	-	--	
	chool comparative performance to LEA in Math	1	2	3	4	25%	
Comparative Performance	chool comparative performance to LEA in Math	1	2	3	4	25%	
	chool comparative performance to LEA in Science	1	2	3	4	25%	
	chool comparative performance to LEA in Social Studies	1	2	3	4	25%	
	chool comparative performance to LEA in Social Studies	1	2	3	4	25%	
	omparative Subgroup Performance to LEA	1	2	3	4	25%	
	tudents with Disabilities: comparative performance to LEA in ELA and Math	1	2	3	4	25%	
	English Learners: comparative performance to LEA in ELA and Math	1	2	3	4	25%	
	Economically Disadvantaged Students: comparative performance to LEA in ELA and Math	1	2	3	4	25%	
	Black, Hispanic, Native American Students: comparative performance to LEA in ELA and Math	1	2	3	4	25%	
	TVAAS Overall Tennessee Value-Added Assessment System (TVAAS) Composite Index (10%)	1	2	3	4	100%	15%-25%

Average Total Rating:

Section II. Financial Performance

In addition to academic performance, another important indicator of short-term and long-term success of charter schools is financial performance. Annually, a charter school will be rated on the following near term and sustainability indicators. When a school does not meet the standard on a measure of the Financial Framework, it becomes necessary for the Authorizer to seek more information. A rating of "Does Not Meet Standard" on a single measure is not necessarily an indication of financial distress, instead, it is an invitation for the Authorizer to understand the reason for the financial underperformance, assess the severity of the situation, and if necessary, determine an appropriate course of action or intervention. Any intervention action based on the school's ratings received in financial performance will be dictated by Rutherford County School Board Policy 1.904.

Financial performance metrics are calculated primarily by using the audited financial statements for each of the schools authorized by the LEA, which are prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the GASB. Consequently, the Statement of Net Position and Statement of Activities are presented in a consolidated manner with all schools operated under a single network. While the consolidated financial statements are utilized in the majority of the Financial Performance Framework for measuring the near term and sustainability measures of the charter school, the Authorizer will also consider each school's financial position and hold it independently accountable.

Indicators and Measures:

1. Near Term Indicators:
 - a. Current Ratio
 - b. Unrestricted Days Cash
 - c. Enrollment Variance
 - d. Default
2. Sustainability Indicators:
 - a. Total Margin
 - b. Debt to Asset Ratio
 - c. Debt Service Coverage Ratio
 - d. Unrestricted Net Position
 - e. Total Margin by School (if applicable)

1. Near Term Indicators

I(a). Current Ratio:

Current Assets divided by Current Liabilities

Audit Source: "Statement of Net Position"

D Meets Standard

0 Current Ratio is greater than or equal to 1.1; OR

0 Current Ratio is between 1.0 and 1.1 and one-year trend is positive (current year ratio is higher than previous year ratio)

0 *(For schools in their first or second year of operation)* Current Ratio must be greater than or equal to 1.1

0 Does Not Meet Standard

0 Current Ratio is between 0.9 and 1.0 or equal to 1.0; OR

0 Current Ratio is between 1.0 and 1.1 and one-year trend is negative

0 Falls Far Below Standard

D Current Ratio is less than or equal to 0.9

D *(For schools in their first or second year of operation)* Current Ratio is less than 1.1

I(b). Unrestricted Days Cash:

Unrestricted Cash divided by ([Total Expense minus Depreciation Expense] divided by 365)

Audit Source: "Statement of Net Position" (Cash), "Statement of Activities" (Depreciation, Total Expenses)

0 Meets Standard

D Days Cash is greater than or equal to 60 days; OR

D Days Cash is between 30 and 60 days and one-year trend is positive

D *(For schools in their first or second year of operation)* Days Cash is greater than or equal to 30 days

0 Does Not Meet Standard

D Days Cash is between 15-30 days or equal to 30 days; OR

D Days Cash is between 30-60 days and one-year trend is negative

D Falls Far Below Standard

D Days Cash is less than or equal to 15 days

D {For schools in their first or second year of operation) Days Cash is less than 30 days

I(c). Average Daily Membership (ADM) to Budget Variance:

Actual ADM {June 30 ADM} divided by Enrollment Projection used in June 1 Charter School Board-Approved Budget. Schools will be allowed one board-approved revised budget in a fiscal year.

Source of Data: Received Directly from School

D Meets Standard

D ADM to Budget Variance greater than or equal to 95 percent in the most recent year

D Does Not Meet Standard

D ADM to Budget Variance is between 85 percent and 95 percent in the most recent year

D Falls Far Below Standard

D ADM to Budget Variance is less than or equal to 85 percent in the most recent year

I(d). Default:

Source of Data: Audit and/or Received Directly from School

D Meets Standard

D School is not in default of loan covenant(s) and/or is not delinquent with debt service payments

D Does Not Meet Standard

D School is in default of loan covenant(s), but has worked with lender(s) to restructure debt service payments

D Falls Far Below Standard

D School is in default of loan covenant(s) and/or is delinquent with debt service payments.

2. Sustainability Measures

2(a). Total Margin:

Total Margin is Change in Net Position divided by Total Revenues; Aggregated Total Margin is Total Three-Year Change in Net Position divided by Total Three-Year Revenues

Audit Source: "Statement of Activities" (Total Revenues) and "Statement of Activities" (Change in Net Position)

D Meets Standard

D Aggregated Three-Year Total Margin is positive and the most recent year Total Margin is positive; OR

D Aggregated Three-Year Total Margin is greater than -1.5%, the trend is positive for the last two years, and the most recent year Total Margin is positive

D *(For schools in their first or second year of operation)* Aggregated Two-Year Total Margin (if applicable) is positive, and the most recent year Total Margin is positive

D Does Not Meet Standard

D Aggregated Three-Year Total Margin is greater than -1.5%, but trend does not "Meet Standard"

D Falls Far Below Standard

D Aggregated Three-Year Total Margin is less than or equal to -1.5%; OR

D The most recent year Total Margin is less than -10%.

D *(For schools in their first or second year of operation)* Aggregated Two-Year Total Margin (if applicable) is negative (or zero), OR the most recent year Total Margin is negative (or zero)

2(b). Debt to Asset Ratio:

(Total Liabilities plus Deferred Inflows from Resources) divided by (Total Assets plus Deferred Outflows from Resources)

Audit Source: "Statement of Net Position"

D Meets Standard

D Debt to Asset Ratio is less than or equal to 0.9

D Does Not Meet Standard

D Debt to Asset Ratio is between 0.9 and 1.0

D Falls Far Below Standard

D Debt to Asset Ratio is greater than or equal to 1.0

2(c). Debt Service Coverage Ratio:

(Change in Net Position + Depreciation Expense+ Interest Expense+ Rent/Lease Expense) divided by (Debt Due within One Year+ Interest Expense+ Rent/Lease Expense)

Audit Source: "Statement of Activities" (Change in Net Position, Depreciation Expense, Interest Expense); "Statement of Net Position" (Debt Due within One Year); "Notes to Financial Statements" (Rent/Lease Expense)

Note: If Rent/Lease Expense is not detailed in audit, then schools must provide this information directly.

D Meets Standard

D Debt Service Coverage Ratio is greater than or equal to 1.1

D Does Not Meet Standard

D Debt Service Coverage Ratio is less than or equal to 1.1

D Falls Far Below Standard

0 Not Applicable

2(d). Unrestricted Net Position

Unrestricted Net Position divided by total expenses

Audit Source: "Balance Sheet" (Unrestricted Net Position) and "Statement of Activities" (Total Expenses)

D Meets Standard

D Unrestricted Net Position is greater than or equal to 5%

D Does Not Meet Standard

D Unrestricted Net Position is greater than 0.0% but less than 5%

D Falls Far Below Standard

D Unrestricted Net Position is negative

2(e). Total Margin by School (if applicable):

Total Margin by School is Change in Net Position for the authorized school divided by Total Revenues for the authorized school; Aggregated Total Margin is Total Three-Year Change in Net Position divided by Total Three-Year Revenues for the authorized school

Audit Source: "Statement of Revenues, Expenditures, and Changes in Fund Balance by School"

D Meets Standard

D Aggregated Three-Year Total Margin by School is positive, and the most recent year Total Margin by School is positive; OR

D Aggregated Three-Year Total Margin by School is greater than -1.5%, the trend is positive for the last two years, and the most recent year Total Margin by School is positive

D (For schools in their first or second year of operation) Aggregated Two-Year Total Margin by School (if applicable) is positive, and the most recent year Total Margin by School is positive

D Does Not Meet Standard

D Aggregated Three-Year Total Margin by School is greater than -1.5%, but trend does not "Meet Standard"

D Falls Far Below Standard

D Aggregated Three-Year Total Margin by School is less than or equal to 1.5%; OR

D The most recent year Total Margin by School is less than -10%

D (For schools in their first or second year of operation) Aggregated Two-Year Total Margin by School (if applicable) is negative (or zero), OR the most recent year Total Margin by School is negative (or zero).

GASB Audit Data Sources for Financial Performance Framework

<i>W</i>	<i>Metric</i>	<i>Data for Calculation</i>	<i>Data Source</i>
1a	Current Ratio	Current Assets	Statement of Net Position
1a	Current Ratio	Current Liabilities	Statement of Net Position
1b	Unrestricted Days Cash	Cash & Cash Equivalents	Statement of Net Position
1b	Unrestricted Days Cash	Total Expenses	Statement of Activities
1b	Unrestricted Days Cash	Depreciation	Statement of Activities
1e	Enrollment Variance	Actual Enrollment	Directly from School
1e	Enrollment Variance	Budgeted Enrollment	Directly from School
1d	Default	Default/Delinquency	Directly from School
2a	Total Margin	Total Revenues	Statement of Activities
2a	Total Margin	Change in Net Position	Statement of Activities
2b	Debt to Asset Ratio	Total Liabilities	Statement of Net Position
2b	Debt to Asset Ratio	Deferred Inflows	Statement of Net Position
2b	Debt to Asset Ratio	Total Assets	Statement of Net Position
2b	Debt to Asset Ratio	Deferred Outflows	Statement of Net Position
2c	Debt Service Coverage Ratio	Change in Net Position	Statement of Activities
2c	Debt Service Coverage Ratio	Depreciation	Statement of Activities
2c	Debt Service Coverage Ratio	Interest Expense	Statement of Activities
2c	Debt Service Coverage Ratio	Rent and Lease Expenses	Notes to Financial Statements or Directly from School
2c	Debt Service Coverage Ratio	Short-term Debt	Statement of Net Position
2c	Debt Service Coverage Ratio	Current Portion of Long-term Debt	Statement of Net Position
2d	Unrestricted Net Position	Unrestricted Net Position	Statement of Net Position
2d	Unrestricted Net Position	Total Expenses	Statement of Activities
2e	Total Margin by School	Total Revenues for Authorized School	Statement of Revenues, Expenditures, and Changes in Fund Balance by School
2e	Total Margin by School	Change in Net Position for Authorized School	Statement of Revenues, Expenditures, and Changes in Fund Balance by School

Section III: Organizational Performance

A charter school's performance on the organizational measures is a large piece of the overall evaluation of a charter school. Deficiencies or weaknesses in organizational performance may be an indicator of the overall health of the charter school.

When a school does not meet the standard on a measure of the Organizational Performance portion of the framework, it becomes necessary for the Authorizer to seek more information. A rating of "Does Not Meet Standard" on a single measure may indicate non-compliance but is not necessarily an indication of overall organizational distress. Instead, it is an invitation for the Authorizer to understand the reason for the organizational underperformance, assess the severity of the situation, and if necessary, determine an appropriate course of action or intervention in alignment with the Rutherford County School Board's Charter School Intervention Policy-1.904. Conversely, if shortcomings are identified and the school promptly comes into compliance within a reasonable timeframe, the Authorizer staff reserves the right to use professional discretion to determine if the school is eligible to receive a "Meets Standard" rating.

Indicators and Measures:

1. Education Program:
 - a. Charter Terms
 - b. Compliance with Education Requirements
 - c. Enrollment in Alignment with the Charter Agreement
 - d. Student Retention Rates
 - e. Student Retention Rates by Subgroup
 - f. Students with Disabilities Rights
 - g. English Learner Rights
2. Financial Management and Oversight
 - a. Financial Reporting and Compliance Reporting
 - b. Generally Accepted Accounting Principles
3. Governance and Reporting
 - a. Governance Requirements
 - b. Accountability of Management
 - c. Reporting Requirements
4. Students and Employees
 - a. Rights of Students
 - b. Suspension Rate Goals
 - c. Attendance
- d. Credentialing
- e. Employment Rights
- f. Background Checks
- g. Teacher Retention
5. School Environment
 - a. Facilities and Transportation
 - b. Health and Safety
 - c. Information Handling
6. Additional Obligations

1. Education Program

I(a). Is the school implementing the material terms of the education program as defined in the current charter agreement?

D Meets Standard

D The school implemented the material terms of the education program in all material respects and the education program in operation reflects the material terms as defined in the charter agreement, or the school has gained approval for a charter modification to the material terms pursuant to T.C.A. § 49-13-110. If shortcomings were identified, the school promptly came into compliance.

D Does Not Meet Standard

D The school failed to implement the material terms of the education program in the manner described above; Once the shortcoming(s) were identified, the school did not promptly come into compliance.

D Falls Far Below Standard

D The school failed to implement its program in the manner described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

I(b). Is the school complying with applicable education requirements?

D Meets Standard

D The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to education requirements, including but not limited to:

D Instructional days or minutes requirements

D Graduation, promotion, and retention requirements

D Content standards, including implementation of Tennessee Academic Standards

D State Assessments

D Implementation of Response to Instruction and Intervention (RTI2)

D Implementation of mandated programming as a result of state or federal funding

D If shortcomings were identified, the school promptly came into compliance.

D Does Not Meet Standard

D The school failed to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions described above. Once the shortcoming(s) were identified, the school did not promptly come into compliance.

D Falls Far Below Standard

D The school failed to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions described above. Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

I(c). Is the school fully enrolled in alignment with the charter agreement?

**Schools that are scaling opening by grade level year over year will be held to their total yearly enrollment count per their approved applications and charter agreements until full enrollment across all grade levels is met.*

D Meets Standard

D The school is within 15% variance of its maximum allotted students per the terms of the charter agreement.

D Does Not Meet Standard

D The school is within 30% variance of its maximum allotted students per the terms of the charter agreement.

D Falls Far Below Standard

D The school is not within at least 30% variance of its maximum allotted students per the terms of the charter agreement.

I(d). Is the school retaining students (students are staying enrolled throughout the year and year over year)?

D Meets Standard

D The school materially complies with applicable LEA policies and procedures, and provisions of the charter agreement relating to retention rate goals, including but not limited to:

O Meeting retention rate goals outlined in the School or LEA Plan (if applicable); and/or

D If shortcomings were identified, the school promptly came into compliance.

D Does Not Meet Standard

D The school failed to comply with LEA policies and procedures, and provisions relating to retention rate goals described above;

D Once the shortcoming(s) were identified, the school did not promptly come into compliance.

D Falls Far Below Standard

D The school failed to comply with applicable LEA policies and procedures, and provisions relating to retention rate goals described above;

D Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

I{e). Is the school retaining students that fall within special populations subgroups including students with disabilities, English Learners, economically disadvantaged students, and Black, Hispanic, and Native American subgroups at a similar rate to their overall student retention rate?

D Meets Standard

D The school materially complies with applicable LEA policies and procedures, and provisions of the charter agreement relating to retention rate goals by subgroup, including but not limited to:

D Meeting retention rate goals outlined in the School or LEA Plan (if applicable); and/or

D If shortcomings were identified, the school promptly came into compliance.

D Does Not Meet Standard

D The school failed to comply with applicable LEA policies and procedures, and provisions of the charter agreement relating to retention rate goals by subgroup;

D Once the shortcoming(s) were identified, the school did not promptly come into compliance.

D Falls Far Below Standard

D The school failed to comply with applicable LEA policies and procedures, and provisions of the charter agreement relating to retention rate goals by subgroup.

D Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

I{f). Is the school protecting the rights of students with disabilities?

D Meets Standard

D The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement (including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:

D Equitable access and opportunity to enroll

D Identification and referral

D Appropriate development and implementation of Individualized Education Plans and Section 504 plans, in compliance with required timelines

D Organizational compliance, including provision of services in the least restrictive environment and appropriate inclusion in the school's academic program, assessments, and extracurricular activities

D Discipline, including due process protections, manifestation determinations, and behavioral intervention plans

D Access to the school's facility and program in a lawful manner and consistent with students' IEPs or Section 504 Plans

D Securing and properly accounting for all applicable federal and state funding

D If shortcomings were identified, the school promptly came into compliance.

0 Does Not Meet Standard

D The school did not materially comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions relating to the treatment of students with identified disabilities and those suspected of having a disability in the manner described above;

0 Once the shortcoming(s) were identified, the school did not promptly come into compliance.

D Falls Far Below Standard

D The school failed to comply with applicable laws, rules, regulations, LEA policies, and procedures, and provisions described above.

D Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

I(g). Is the school protecting the rights of English Learner (EL) students?

0 Meets Standard

0 The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement (including Title I and III of the Every Student Succeeds Act (ESSA)) relating to the English Learner requirements, including but not limited to:

D Required policies and notifications related to the service of EL students

D Proper steps for identification of students in need of EL services, in compliance with required timelines.

D Appropriate and equitable delivery of services to identified students

0 Compliance with 1:35 EL teacher to student ratio

D Annual assessment of EL students (screener and annual assessment)

D Appropriate accommodations on assessments

D Exiting of students from EL services

D Ongoing monitoring of exited students

D If shortcomings were identified, the school promptly came into compliance.

D Does Not Meet Standard

D The school did not materially comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions relating to English Learner requirements in the manner described above;

D Once the shortcoming(s) were identified, the school did not promptly come into compliance.

0 Falls Far Below Standard

0 The school failed to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions described above.

0 Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

Financial Management

2(a). Is the school meeting financial reporting and compliance requirements?

0 Meets Standard

D The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to financial reporting requirements, including but not limited to:

D Complete and on-time submission of financial reports, including initial and revised board adopted budgets, periodic financial reports as required by the Authorizer via the Reporting Calendar, and any reporting requirements if the board contracts with an Education Service Provider (ESP)

0 On-time submission and completion of annual independent audit and corrective action plans, if applicable

0 Complete and on-time submission of all additional reporting requirements related to the use of public funds

0 If shortcomings were identified, the school promptly came into compliance.

0 Does Not Meet Standard

D The school failed to comply with applicable laws, rules, regulations, and provisions relating to financial reporting requirements as described above;

D Once the shortcoming(s) were identified, the school did not promptly come into compliance.

D Falls Far Below Standard

D The school failed to comply with applicable laws, rules, regulations, and provisions described above.

0 Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

2(b). Is the school following Generally Accepted Accounting Principles as outlined by the Governmental Accounting Standards Board?

D Meets Standard

0The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement

relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to:

An unqualified audit opinion

An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses

An audit that does not include a going concern disclosure in the notes or an explanatory paragraph indicative of concern related to GAAP or material compliance with LEA rules and/or policies within the audit report

If shortcomings were identified, the school promptly came into compliance.

Does Not Meet Standard

The school failed to comply with applicable laws, rules, regulations, and provisions relating to financial management and oversight expectations described above;

Once the shortcoming(s) were identified, the school did not promptly come into compliance.

Falls Far Below Standard

The school failed to comply with applicable laws, rules, regulations, and provisions described above.

Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

Governance and Reporting

3(a). Is the school complying with governance requirements?

Meets Standard

The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to governance by its board, including but not limited to:

Board policies, including those related to oversight of an Education Service Provider (ESP) or Charter Management Organization (CMO), if applicable

Board bylaws

State open meetings law

Code of ethics

Conflicts of interest

Board composition and/or membership rules pursuant to T.C.A. § 49-13-109 (e.g. inclusion of a parent on board or proper membership on school advisory council.)

If shortcomings were identified, the school promptly came into compliance.

D Does Not Meet Standard

D The school failed to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions relating to governance by its board as described above;

D Once the shortcoming(s) were identified, the school did not promptly come into compliance

D Falls Far Below Standard

D The school failed to comply with applicable laws, rules, regulations, and provisions described above.

D Once shortcomings were identified, the school did not come into compliance or the failure was so severe that it outweighed any efforts to come into compliance.

3(b). Is the school holding management accountable (Applicable to schools contracting with an Educational Service Provider (ESP) or Charter Management Organization (CMO))?

D Meets Standard

D The school materially complies with applicable laws, rules, regulations, LEA Policies and Procedures, and provisions of the charter agreement relating to oversight of school management through an ESP or CMO, including but not limited to:

D Maintaining authority over management, holding it accountable for performance as agreed under a written performance agreement, and requiring annual financial reports of the ESP or CMO.

D Does Not Meet Standard

D The school failed to comply with all applicable laws, rules, regulations, and provisions relating to oversight of school management;

D Once the shortcoming(s) were identified, the school did not promptly come into compliance.

D Falls Far Below Standard

D The school failed to comply with all applicable laws, rules, regulations, and provisions described above.

D Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

3(c). Is the school complying with reporting requirements?

*Note:

- Period= July-June
- On-Time= Within five (5) business days of the due date. If an item was not required of the school or an extension was granted and met, the item will be considered on time.
- Percentages will be rounded to the nearest whole number. (For example, an on-time percentage of 84.5 would be rounded up to an 85 and be eligible for a "Meets Standard" rating. An on-time percentage of 84.4 would be rounded down to an 84 and a rating of either "Does Not Meet Standard" or "Falls Far Below Standard.")
- For schools in the first year of operation, completion rates will be reported, however, the school's rating will not be tied to the on-time completion rate.

D Meets Standard

D The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to relevant reporting requirements to the Authorizer, Tennessee Department of Education, and/or federal authorities. The school submits timely, complete, and accurate reports, including, but not limited to:

D On-time completion rate for Reporting Calendar submissions of at least 85% (not applicable to schools in their first year of operation).

D Timely and accurate attendance and enrollment reporting

D Timely and accurate reporting related to state and federal compliance and oversight

D Timely and accurate reporting of additional information requested by the State Board

D Does Not Meet Standard

D The school failed to timely comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions relating to relevant reporting requirements described above.

D Falls Far Below Standard

D The school exhibited a pattern of failure to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions described above.

D Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

4. Students and Employees

4(a). Is the school protecting the rights of all students?

D Meets Standard

D The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to the rights of students, including but not limited to:

D Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment)

D The collection and protection of student information (that could be used in discriminatory ways or otherwise contrary to law)

D Due process protections, privacy, civil rights, and student liberties requirements, including First Amendment protections and the Establishment Clause restrictions prohibiting public schools from engaging in religious instruction

D Conduct of discipline (discipline hearings and suspension and expulsion policies and practices)

D If shortcomings were identified, the school promptly came into compliance.

D Does Not Meet Standard

D The school failed to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions relating to the rights of students as described above;

D Once the shortcoming(s) were identified, the school did not promptly come into compliance.

D Falls Far Below Standard

D The school failed to comply with applicable laws, rules, regulations, and provisions described above.

D Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

4(b). Is the school meeting suspension rate goals?

D Meets Standard

D The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to suspension rate goals, including but not limited to:

D Meeting suspension rate goals outlined in the School or LEA plan (if applicable)

D If shortcomings were identified, the school promptly came into compliance.

D Does Not Meet Standard

D The school failed to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions relating to suspension rate goals described above;

D Once the shortcoming(s) were identified, the school did not promptly come into compliance.

D Falls Far Below Standard

D The school failed to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions described above.

D Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

4(c). Is the school meeting attendance goals?

D Meets Standard

D The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to attendance goals, including but not limited to:

D Meeting attendance goals outlined in the charter agreement

D Meeting attendance goals outlined in the School or LEA plan (if applicable)

D If shortcomings were identified, the school promptly came into compliance.

D Does Not Meet Standard

D The school failed to comply with applicable laws, rules, regulations, LEA policies and procedures, and provisions relating to attendance goals described above;

D Once the shortcoming(s) were identified, the school did not promptly come into compliance.

D Falls Far Below Standard

D The school failed to comply with applicable laws, rules, regulations, and provisions described above.

D Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

4(d). Is the school meeting teacher and other staff credentialing requirements?

(including the federal Highly Qualified Teacher and Paraprofessional requirements within Elementary and Secondary Education Act [ESEA] as amended by ESSA) relating to state certification requirements.

D If shortcomings were identified, the school promptly came into compliance.

D Does Not Meet Standard

D The school failed to comply with applicable laws, rules, regulations, and provisions relating to state certification requirements;

D Once the shortcoming(s) were identified, the school did not promptly come into compliance.

D Falls Far Below Standard

D The school failed to comply with applicable laws, rules, regulations, and provisions described above.

D Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

4(e). Is the school complying with laws regarding employee rights?

D Meets Standard

D The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to employment considerations, including those relating to the Family Medical Leave Act, the Americans with Disabilities Act, and employment contracts (if applicable). The school does not interfere with employees' rights to organize collectively or otherwise violate staff collective bargaining rights.

D If shortcomings were identified, the school promptly came into compliance.

D Does Not Meet Standard

D The school failed to comply with applicable laws, rules, regulations, and provisions relating to employment considerations;

D Once the shortcoming(s) were identified, the school did not promptly come into compliance.

D Falls Far Below Standard

D The school failed to comply with applicable laws, rules, regulations, and provisions described above.

D Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

4(f). Is the school completing required background checks?

relating to background checks of all applicable individuals (including staff, contractors and volunteers, where applicable).

D If shortcomings were identified, the school promptly came into compliance.

D Does Not Meet Standard

D The school failed to comply with applicable laws, rules, regulations, and provisions relating to background checks;

D Once the shortcoming(s) were identified, the school did not promptly come into compliance.

D Falls Far Below Standard

D The school failed to comply with applicable laws, rules, regulations, and provisions described above.

D Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

4(g). Is the school retaining teachers?

**Note - Teachers who are non-renewed by the school/network are not included as part of the teacher retention rate. This metric will also hold harmless teachers who move into a different role at the school or in the charter management organization.*

D Meets Standard

D School maintains a teacher retention rate of 75% or higher annually.

D Does Not Meet Standard

D School maintains a teacher retention rate of 65% - 74.9% annually.

D Falls Far Below Standard

D School maintains a teacher retention rate of less than 65% annually.

5. School Environment

S(a). Is the school complying with facilities and transportation requirements?

D Meets Standard

D The school materially complies with applicable laws, rules, regulations, and provisions of the charter agreement relating to the school facilities,

grounds, and transportation, including but not limited to:

- Americans with Disabilities Act (ADA)
- Fire inspections and related records
- Viable certificate of occupancy or other required building use authorization
- Asbestos inspections
- Documentation of requisite insurance coverage
- Student transportation (including transportation for students with disabilities)

If shortcomings were identified, the school promptly came into compliance.

Does Not Meet Standard

The school failed to comply with applicable laws, rules, regulations, and provisions relating to the school facilities, grounds, and transportation as described above;

Once the shortcoming(s) were identified, the school did not promptly come into compliance.

Falls Far Below Standard

The school failed to comply with applicable laws, rules, regulations, and provisions described above.

Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

S(b). Is the school complying with health and safety requirements?

Meets Standard

The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions of the charter agreement relating to safety and the provision of health-related services, including but not limited to:

- Appropriate nursing services, school health reporting requirements, and dispensing of medication
- Food service requirements
- Emergency Operations, including emergency operations plans and required drills/trainings
- Other state/district requirements

If shortcomings were identified, the school promptly came into compliance.

Does Not Meet Standard

The school failed to comply with applicable laws, rules, regulations, and provisions relating to safety and the provision of health-related services as described above;

Once the shortcoming(s) were identified, the school did not promptly come into compliance.

Falls Far Below Standard

The school failed to comply with applicable laws, rules, regulations, and provisions described above.

Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

S(c). Is the school handling information appropriately?

Meets Standard

The school materially complies with applicable laws, rules, regulations, LEA policies and procedures, and provisions regarding the handling of information, including but not limited to:

Maintaining the security of and providing access to student records under the Family Educational Rights and Privacy Act and other applicable laws

Access to documents maintained by the school under the state's open records law and other applicable authorities

Transferring of student records

Proper and secure maintenance of testing materials

If shortcomings were identified, the school promptly came into compliance.

Does Not Meet Standard

The school failed to comply with applicable laws, rules, regulations, and provisions related to the handling of information as described above.

Once the shortcoming(s) were identified, the school did not promptly come into compliance.

Falls Far Below Standard

The school failed to comply with applicable laws, rules, regulations, and provisions described above.

Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance.

6. Additional Obligations

6(a). Is the school complying with all other obligations?

Meets Standard

The school materially complies with all other material legal, statutory, regulatory, or contractual requirements contained in its charter agreement

that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources:

D Revisions to state law

D LEA policies and procedures

D Consent decrees

D Intervention requirements by the authorizer

D Requirements by other entities to which the school is accountable (e.g. Tennessee Department of Education)

D Does Not Meet Standard

D The school failed to materially comply with other material, legal, statutory, regulatory, or contractual requirements as described above;

D Once the shortcoming(s) were identified, the school did not promptly come into compliance.

D Falls Far Below Standard

D The school failed to comply with applicable laws, rules, regulations, and provisions described above.

D Once shortcomings were identified, the school did not come into compliance, or the failure was so severe that it outweighed any efforts to come into compliance

RUTHERFORD COUNTY SCHOOLS

CHARTER SCHOOL PRE-OPENING CHECKLIST

SPRINGS PUBLIC SCHOOLS TENNESSEE- EMPOWER ACADEMY

INTRODUCTION

After a charter school application is approved and authorized by the Rutherford County Board of education, there are a significant number of steps to be taken before a school is ready to open its doors to students, families, teachers, and the community. This will serve as a guiding document for charter schools that have been authorized by Rutherford County Schools. Operators are expected to fulfill all of the requirements outlined in the following table to ensure that the charter school opens with the tools in place to succeed as a high-quality school.¹

Rutherford County Schools staff will work with the charter school to complete the pre-opening checklist, but it is the ultimate responsibility of the charter school to ensure it has completed all steps to be ready to open. We understand that opening a school takes a significant amount of time and energy, and the failure to complete one item does not mean that the school will not open. However, items that are in **bold text** are considered foundational items that must be completed for a school to open. If any of the **bolded items** are not completed or if a significant number of items are not completed by the deadlines set by the authorizing LEA, the school's opening may be delayed.

Rutherford County Schools staff will conduct a pre-opening visit to verify that the school is ready to open its doors to students. A school may not open until it has received formal notification from Rutherford County Schools stating that it has completed the necessary items on the Pre-Opening Checklist, and that the school is ready to open for students, families, and staff.

If a charter school does not complete all of the items on the Pre-Opening Checklist by December 31st of the year it opens, the school's charter will be recommended for immediate revocation

¹ This Pre-Opening Checklist is derived from the work of the Tennessee Charter Commission and anchored in the standards for high-quality authorizers, as outlined in Tennessee State Board Policy 6.111- Quality Charter Authorizing Standards.

Item	Deliverable	Due Date	Owner	Comments	Approved by Authorizer
Name of contact for pre-opening checklist	Submit name, title, and contact information of individual overseeing the pre-opening checklist	10/1/22			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name main contact for federal program compliance.	Submit name, title, and contact information of federal programs contact. If this individual is the same contact for reporting and general compliance, please note that.	2/1/23			<input type="radio"/> Yes <input type="radio"/> No
Hire head of school/ principal	Submit name and contact information. RCS must be notified of any change in school director/ principal made after the due date and/ or within 30 days of hire.	2/1/23			<input type="radio"/> Yes <input type="radio"/> No
Hire school leadership	Submit an updated organizational chart with the names and contact information of key individuals in school leadership or administration positions	6/1/23			<input type="radio"/> Yes <input type="radio"/> No

FINANCE

|

Designate individual responsible for finance.	Submit name and contact information of the finance lead to RCS .	5/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Designate individual responsible for back-office operations/ reporting	Submit evidence of employment or contract with an accountant, bookkeeper, or other person who will handle financial matters.	7/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Retain an independent certified public accountant for auditing requirements	Submit contract with independent certified public accountant.	7/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Deliverable	Due Date	Owner	Comments	Approved by Authorizer
Designate a Human Resources lead.	Submit name and contact information of Human Resources Lead to RCS. This individual will provide staffing and licensure information to RCS.	2/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No

Sign up eligible employees for TCRS	Enroll eligible employees into Tennessee Consolidated Retirement System (TCRS) and begin monthly reporting by the first payroll in which an eligible employee is paid	3/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Establish a process for background screening all employees and collect documentation of background checks, including for employees in transportation, food service, custodial, and security.	Obtain an ORI number from the TBI.	2/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Conduct background checks in conjunction with for each new employee, contractor, and volunteer. Files should be available for inspection at any time.	6/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Maintain background checks in a secure location in accordance with state and federal laws. Files should be available for inspection at any time.	6/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Hire an adequate number of teachers and staff that matches the staffing plan established in the charter application.	On a monthly basis, submit an employee list that specifies the following: role/ assignment, teacher license number (if applicable), and a status of TBI background check.	3/1/23 & first of each month thereafter			<input type="checkbox"/> Yes <input type="checkbox"/> No
Establish human resource system for maintaining information.	Identify Human Resource System to collect and maintain employee information required in Personnel Information Reporting System (PIRS.)	7/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No

Establish and approve an employee handbook and distribute handbook to all staff.	Submit approved copy of employee handbook and minutes with Governing Body approval vote.	6/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Provide documentation that the employee handbook has been distributed to all staff.	7/15/23			<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Deliverable	Due Date	Owner	Comments	Approved by Authorizer
Hire & designate leads.	Submit list of names and contact information for school-level and/ or network-level leads for the following positions: special education, student discipline, testing coordinator, SIS/ Data, homeless services, foster care, migrant, 504, and ESL services. If a contact changes, the school should provide updates to RCS on contacts within a week of the change.	3/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Adopt and implement a plan to deliver required services	Submit written documentation that the school has hired appropriate staff or contracted with other vendors for special education teacher(s), school psychologist, speech therapists, and other services and equipment required by students' IEPs.	7/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No

<p>to students with disabilities.</p>	<p>Submit written documentation of anticipated students and their needs to RCS with an explanation of how the school plans to meet the needs of students.</p>	<p>7/22/23</p>			
<p>Adopt and implement a plan for identifying English proficiency for NELB students through a Home Language Survey.</p>	<p>Create a Home Language Survey (HLS) to use with all enrolled students who do not already have a HLS in their cumulative folder. The HLS must be in compliance with State Board Policy 3.207.</p>	<p>2/1/23</p>			<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>Submit written documentation of anticipated EL students and their anticipated needs to RCS with an explanation of how the school plans to meet the needs of students.</p>	<p>7/22/23</p>			<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

record request plans.	enrollment purposes <i>or</i> request that TDOE approve the lottery process prior to lottery taking place. Submit written documentation to RCS.				<input type="checkbox"/> No
	Submit written assurances from school that records have been requested and/ or received. Include FERPA procedures for storage/handling, including that files are or will be locked in a secure location, and that locked storage is present at the time of inspection. (Note: RCS recommends the charter school begin requesting records in early May to have the files prior to the new school year.)	7/30/23			
Submit student enrollment form	Submit the enrollment form that the school plans to use for review. The enrollment form must include the following items: Occupational Survey (migrant identification), Home Language Survey (EL identification), Residency Questionnaire (McKinney-Vento identification)	5/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Complete initial requirements for federal funding compliance	Create and submit in ePlan a draft School Improvement Plan	6/15/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Create and submit school/ parent/ student compacts to RCS, including a plan to host annual Title 1 Meeting by October 1	7/15/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Select transportation service provider per specifications	Submit contract and insurance information of transportation provider. Provide school contract for supervising transportation.	6/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No

in Charter Contract (if applicable)					
Establish school calendar and schedules; Communicate to staff, parents, and students.	Establish a school year calendar, start and end times, and daily class schedules. Submit documentation of parental and faculty/ staff notification.	4/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Develop student/ family handbook.	Submit copy of Student and Family Handbook containing all required policies/ procedures. Handbook must have all required notices, including but not limited to student discipline, complaints/ grievances, FERPA, etc.	4/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Establish processes for food service.	Contact the State Department of Education to set up National School Lunch and Breakfast Program.	1/15/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Determine lead supervisor for food services and submit name and contact information.	6/15/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
	If contracting with third-party vendor, submit written documentation of contract.	6/15/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Submit plan to process free and reduced lunch applications and required reporting to State of Tennessee.	7/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No

	Complete registration and submit required forms to State Department of Education to finalize operation of National School Lunch and Breakfast Program.	7/31/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Hire or contract nursing services; create plan for provision of required health services.	Submit documentation of the school's relationship with a registered nurse and/ or physician.	5/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Submit written documentation of anticipated students and anticipated health needs to RCS, describing how the school plans to meet their needs, administer prescription and non-prescription medication, and provide any other required health services.	7/31/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Establish process for collecting immunization/ exemption forms.	Submit documentation of record process for collecting immunization records or proper exemption forms. Include written assurance that students who do not have such records will be barred from school in accordance with T.C.A. § 49-6-5001.	7/15/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Acquire required insurance.	Submit certificate of insurance that meets minimum levels required by T.C.A. § 49-13-107 and the Charter Agreement.	7/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Develop, communicate, and submit written safety plan in accordance with SAVE Act.	Develop written safety plans for procedures including fire drills, tornado drills, emergency evacuation, and intruders. Include plans in student and employee handbooks and hire appropriate safety/ security personnel. Submit the plan to RCS and upload to Navigate Prepared.	7/15/23			<input type="checkbox"/> Yes <input type="checkbox"/> No

Meet with local law enforcement to establish partnership and complete a safety walkthrough.	Submit written assurance of walkthrough, including any safety recommendations made by law enforcement.	7/15/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
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Item	Deliverable	Due Date	Owner	Comments	Approved by Authorizer
Submit student application form	Submit the application form the school plans to use for review	1/1/23, or 2 weeks prior to public release			<input type="checkbox"/> Yes <input type="checkbox"/> No
Ensure school has appropriate management and oversight of student information.	Identify Student Information System (SIS) Manager within the school and notify RCS staff of name and contact information.	4/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No

Ensure school has appropriate management and oversight of student information.	School staff will gain access to the RCS Student Information System (SIS.)	6/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Work with RCS to submit State School Approval Form.	3/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Ensure SIS and EIS have all required information.	Submit a request for all personnel who will need EIS, EasyIEP, and WIDA AMS login information.	6/15/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Enroll all students and complete staff profiles in SIS. Update on a rolling basis after due date.	6/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Complete all student profiles in SIS, working with RCS to resolve all errors and ensuring all students appear correctly in EIS.	8/31/23			<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Deliverable	Due Date	Owner	Comments	Approved by Authorizer
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Secure a facility and complete any necessary renovations.	Submit final lease or purchase agreement and minutes with Governing Body approval.	3/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
	If applicable, submit renovation calendar and written assurances that the facility will be ready for instruction at the beginning of the school year.	4/15/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Obtain an asbestos-free certification under 40 CFR 763.99	<p>If constructing a new school building, obtain a statement from the architect, project engineer responsible for construction, and/ or an accredited inspector that no asbestos-containing building material (ACBM) was specified as a building material in any construction document for the building, or, to the best of his or her knowledge, no ABCM was used as a building material in the building.</p> <p>If not constructing a new building, submit assurance of proper inspection for ABCM by an accredited inspector, as required by Federal laws and regulations governing asbestos in schools.</p>	7/15/23			<input type="checkbox"/> Yes <input type="checkbox"/> No
Distribute necessary instructional materials and supplies to classrooms at every grade level.	Submit documentation that age-appropriate classroom furniture and supplies have been procured, and that estimated arrival is on or before the first instructional day of the opening school year.	6/1/23			<input type="checkbox"/> Yes <input type="checkbox"/> No

<p>Obtain a Certificate of Occupancy and any other required permits from local building department.</p>	<p>Submit Certificate of Occupancy and any other required permits before <u>Pre-Opening</u> Visit with RCS Staff.</p>	<p>7/15/23</p>			<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Complete Fire Marshall inspections on any major renovation work done.</p>	<p>Submit documentation of Fire Marshall inspections on any major renovation work done to facility to ensure approval for occupancy as an educational space.</p>	<p>7/15/23</p>			<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Execute contract with a custodial service vendor.</p>	<p>Submit a copy of the signed contract with a custodial services vendor, or the names of school staff assigned to full-time custodial services role, if employed by the charter school.</p>	<p>6/15/23</p>			<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

CHARTER SCHOOL PRE-OPENING WALKTHROUGH CHECKLIST

Springs Public Schools Tennessee- Empower Academy

The following items will be inspected as part of the final Pre-Opening Walkthrough visit:

Topic	Item	Completion Status	Notes
	Utilities are turned on and working properly in all areas of the building.		
	Asbestos Certification, Certificate of Occupancy, and all other required permits from local building department have been submitted.		
	Space is safe and secure; entrance and egress from the school's space is adequately controlled.		
	All exterior doors close and lock properly.		
	School safety signage is visible and posted in prominent locations.		
	Fire Marshall inspections have been completed and submitted on any major renovation work.		

Facilities Readiness and Signage	Appropriate secure storage locations exist for medical equipment and medications.		
	Classroom spaces, restrooms, and special purpose spaces meet the requirements of the program and the number of students enrolled.		
	All classroom furniture and instructional materials and supplies have been distributed to classrooms at every grade level.		
	Signage is appropriately displayed regarding each of the following: <ul style="list-style-type: none"> • Notice prohibiting weapons on school property • Notice that lockers, storage, and packages brought into the school are subject to search for drugs and weapons • Notice visible from the parking lot that vehicles on property are subject to search for drugs and weapons • DCS/ Child Abuse reporting notice • Homeless information posters • Child Find information posters • National Motto 		
Emergency Operations	Fire extinguishers have been recently inspected.		
	There is adequate signage for the school and the school building is appropriately numbered for emergency response purposes.		
	Each room has accessible and visible emergency exit plans and maps.		

	Medical records are secured separately from academic records in locked storage.		
Records Storage	Student records have been requested and received, are in locked storage, and locked storage is present at the time of inspection.		
Food Service and Preparation	The school has the necessary equipment to either prepare food on site or accept food service delivery and properly store food and beverage until it is consumed.		
Transportation	Inspection indicates that school transportation plans and spaces for buses, traffic flow-through, and student drop-off/ pick up are adequate for the requirements of the program and the number of students enrolled.		

2.11 Waivers

Per T.C.A. § 49-13-111, SPSTN shall operate in accordance with all Rutherford County Schools policies and regulations, as well as all applicable local laws, rules, and regulations for all policies that do not allow waivers. In order for SPSTN to ensure its students meet or exceed local, state, and national academic standards, it must have the flexibility to give its students a greater amount of time on task. Our governance and leadership require flexibility in its initial structure to overcome potential barriers to fulfilling its mission and goals. We formally request a waiver from the laws, rules, and regulations listed below. This request includes all laws, rules, and regulations covering the same subject matter as those listed below and a waiver of all rules and regulations that come into force following the date of submission of this charter proposal.

In addition to the specific waiver requests listed below, we request waivers of any additional rules and regulations that are waived for existing or future charter schools authorized by Rutherford County Schools. We reserve the right to supplement this request or make additional waiver requests in the future.

STATE STATUTE	DESCRIPTION OF STATUTE	PROPOSED REPLACEMENT POLICY OR PRACTICE	HOW WILL WAIVER OF THIS STATUTE HELP STUDENT ACHIEVEMENT?
T.C.A. 49-5-101(a)	Staffing Requirements - Licensed Principals	SPSTN strives to hire highly qualified leaders for all of our schools. We require that all of our Principals have a credential; however, since our leaders may come from out of state, it may take them time to obtain a Tennessee credential. We therefore would like to waive this requirement for those leaders while they	Having a highly effective leader at our schools leads supports more highly effective teaching, which ultimately drives higher student achievement. Allowing our leaders in California the opportunity to work in Tennessee ensures that we have leaders who ingrained in the Springs culture and have experience with the

		obtain their license in the early years of joining a school.	Springs model, making it more likely they will be able to implement it with fidelity
T.C.A. 49-6-2206	Curriculum - Use of Unapproved Textbooks	SPSTN will use both state-approved textbooks and other unapproved instructional materials.	To meet the needs of our personalized learning mission, it is essential that we tie our curriculum and instructional approaches to our individual school's mission and goals.
SBR 0520-1-3-05	Curriculum - Health, Physical, and Wellness Education	The Principal will oversee these classes and work to ensure that the PE curriculum meets state content standards, despite the use of noncertified instructional personnel.	Students will be involved in physical education activities each week.
SBR 0520-1-3-07(2)	Staffing Requirements - Library Information Center Personnel	A substantial library is available to students at the nearest public library. Once a school location is identified, families will be informed of their nearest local public library.	SPSTN students will have continuous access to a substantial classroom library and the local branch of the public library.
T.C.A. 49-5-501-513	Tenure-Tenure	As a charter school, SPSTN will be results-driven. Accordingly, SPSTN's employees will be "at-will."	A major element of student success will be SPSTN's ability to attract and retain a staff that is committed to our vision.
T.C.A. 49-6-4012(b)	School Management /Operational Waivers- Formulation and Administratio n of Behavior and Discipline Codes	A comprehensive discipline plan has been outlined in Section 1.10 and will ensure due process in instances of student discipline.	While parent{s}/guardian{s) and students will undergo due process, it is important that the discipline practices of SPSTN provide a safe and effective learning environment for all students.
T.C.A. 49-3-316	School Management/ Operational Waivers- Local Fiscal Accounting	While we will ensure that public monies will be used properly, that all regulations will be met, and that our operations will stand up to a financial audit; it is critical to our program that our management systems reflect our individual school's purpose and philosophy.	All school operations are aligned for the single purpose of developing students to positively impact the future while maintaining fiscal responsibility.
T.C.A. 49-3-311	Capital Outlay	Because we finance our own buildings and do not have the power to raise taxes to fund capital outlay, it is critical that we gain freedom from non- health and safety standards for the school site and have control of the facility vested in our board, rather than the county board of education.	Having this freedom will allow us to use our school site resources most effectively and efficiently and align our building choices with our mission and goals.
T.C.A. § 49-6-303; State Board School Counseling	School Counseling	SPSTN will have access to student services in all needed areas through contracted or hired services.	SPSTN desires the flexibility to use a social worker in place of a counselor to best serve the student's needs.

Model and Standards Policy 5.103			
SBE Rule 0520-01-02	Administrative Rules and Regulations	SPSTN will operate the school in accordance with applicable laws and policies	Having responsibility and autonomy of the school's administrative practices allow the school to focus more of its limited time and resources on increasing student achievement.
SBE Rule 0520-01-02-.04	Leave for Teachers	SPSTN will adopt its own personnel policies including leave in compliance with all state and federal laws and approved by the board.	SPSTN leave policies will be compliant with laws, meet the needs of teachers and minimize disruptions to student learning.
SBE Rule 0520-01-02-.03	Employment Standards	SPSTN will ensure that all school employees are qualified for their roles through its hiring and onboarding process.	SPSTN desires the flexibility needed to properly staff the school with the most qualified candidates for the role.
T.C.A. § 49-5-5002-5010, 49-5-5206-5209, 49-5-5301, 49-5-5304-5306, 49-5-5401, 49-5-5405, 49-5-5406, 49-5-5501, 49-5-5504-5506; SBE Rule 0520-02-02	Career Ladder	ACE approves salaries during the annual budgeting process.	No funding is currently available for career ladder initiatives.
T.C.A. § 49-3-306(a); SBE Rule 0520-01-02-.02	Licensed Personnel Salaries	SPSTN approves salaries during the annual budgeting process. SPSTN's payroll system will reflect appropriate use of public funds.	Compensation will reflect the SPSTN model approved pay scale which will help to retain high-quality teachers.
T.C.A. § 8-23-206(a)	Longevity Pay	SPSTN approves salaries during the annual budgeting process. SPSTN's payroll system will reflect appropriate use of public funds. Compensation will reflect the SPSTN model approved pay scale.	Teachers may be provided with additional compensation for performance, which will help to retain high-quality teachers.
T.C.A. § 49-5-5205; SBE Rule 0520-01-01-.01	General Requirements for Evaluation	SPSTN approves salaries and compensation plans during the annual budgeting process.	The personalized learning is unique and SPSTN must have the ability to design hiring, pay, benefits, promotion and evaluation systems that are aligned with the school's mission and philosophy.

CHARTER AGREEMENT

Springs Public Schools Tennessee- Empower Academy

This Charter Agreement (this "Agreement") is entered into this, the 19th day of January, 2023, by and between Rutherford County Schools (hereinafter referred to as "the Authorizer" or "LEA") and Springs Public Schools 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 and to the ethics policy of the Authorizer. If there are any changes to the ethics policy from the current policy, the Charter School will not be subject to the changes unless the Charter School has been given written notice of the changes. The Charter School shall have sixty (60) days from written notice of any changes to the ethics policy to comply with the same.

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 successfully implement the terms of this Charter Agreement.

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. 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.

1.8 Location. The Charter School location is to be determined and shall be located in the northwest region of Rutherford County, TN. If the Charter School proposes to change its location, such change shall not require an amendment to this Agreement unless the location change is materially different from the location of the Charter School as discussed in the Charter School's Application and described in this agreement. Changes in location shall require at least thirty (30) days prior notice to the Authorizer. 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 800. Increases in total enrollment numbers greater than 800 students must be reported to the Authorizer and evaluated to determine if they are material changes to this Agreement. Reductions in enrollment greater than 15% must be reported to the Authorizer and evaluated to determine if the reduction in 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	2023-24
K-6	2024-25
K-7	2025-26
K-8	2026-27

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 reporting compliance with the IDEA, Section 504, and all other federal and state laws and regulations concerning accommodation of and education of students with disabilities. The Authorizer shall notify the Charter School if an enrolling student has an existing IEP and the Authorizer shall provide Charter School with such records within ten (10) business days of receipt of a request by the Charter School for the records.

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 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. 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 per pupil allocation for any specific child served by the Charter School 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 discipline including suspensions, 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 that is appropriate for the operation of the school. Authorizer shall cooperate with Charter School to support training for Charter School to utilize Authorizer's Student Information System. Subject to the Authorizer's written approval in advance, within Authorizer's sole discretion, the Charter School and Authorizer may agree for the Charter School to utilize a Student Information System different from that utilized by the Authorizer. If the Charter School obtains the Authorizer's written approval to utilize a different Student Information System than utilized by the Authorizer, the Charter school shall be responsible to pay the Authorizer any costs incurred by the Authorizer for use of the different system, including but not limited to contractor or staff costs.

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, subject to approved waivers in Exhibit 4. 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

The Charter School will provide transportation as set forth in the Charter School's Application. 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 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 and grievances alleging violations of law applicable to the Charter School must be taken to the Charter School Governing Board first in an effort to resolve the same before a complaint or grievance can be brought to the Authorizer for resolution except that the Authorizer may elect to hear a complaint or grievance in matters which Authorizer determines are serious or related to recurring complaints or grievances alleging violations of law applicable to the Charter School.

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 Chairman, 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 Basic Education Program (BEP) funds to the Charter School on a per pupil expenditure as provided in T.C.A. § 49-13-112 per each student enrolled in the Charter School and as calculated by the formula provided by the Tennessee Department of Education. 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.

If the Charter School is adding a new grade in accordance with the Charter School's Application and this Agreement, the Charter School shall be funded based on anticipated enrollment in this Agreement, as submitted to the Authorizer for initial budgeting purposes no later than March 15 of each year. Initial payments will be based on this anticipated enrollment, which must be agreed upon by the Authorizer and the Charter School and reflected in the Charter School's approved budget for the upcoming fiscal year by June 1 of each year. Upon completion of the grade expansion period, the Charter School's state and local funds will be allocated based on the prior year's ADM in the Tennessee Department of Education's EIS system, and consistent with T.C.A. § 49-3-351.

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 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 BEP 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 provide upon request to the Authorizer 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.

9.3.1. 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.

9.4 Tuition. The Charter School shall not charge tuition except as allowed by T.C.A. §§ 49-13-113 and 49-13-106(e).

9.5 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.

9.6 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 BEP 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.

9.7 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.

9.8 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, or below the requirement to provide at least the same equivalent time of instruction as required in regular

- public schools in T.C.A. § 49-13-111(p)(12); 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 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 initiated by the authorizer 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 proposed amendments to this Agreement that are rejected by one of the Parties shall constitute denial of the renewal application. Denial of the renewal application by the Authorizer shall 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 LEA in which the Charter School is located;
- 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.

Charter School is under no obligation to dissolve the SpringsTN nonprofit corporation upon closure of Charter School.

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 and overnight carrier such as Federal Express or UPS, 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 Schools
Attn: Charter Schools and School Choice Director
2240 Southpark Drive
Murfreesboro, TN 37128

and emailed to:
charterschools@rcschools.net

With a Copy to:
Rutherford County Schools Director
2240 Southpark Drive
Murfreesboro, TN 37128

If to the Charter School:

Mailed to:
Jared McLeod, Executive Director, Springs Public Schools TN- Empower Academy
2018 Medical Center Pky, Suite 434
Murfreesboro, TN 37129
and emailed to:
jared.mcleod@springspstn.org

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

Rutherford County Schools:

By: _____

Printed Name: Dr. James Sullivan

Title: Director of Schools

Date: _____

By: _____

Printed Name: Tammy Sharp

Title: Chair, Rutherford County Board of Education

Date of Approval: _____

Charter School:

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

MEMORANDUM

DATE: January 9, 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 expelled for possession of illegal drugs.

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

Director of Schools' Recommendation: Deny admission.

MEMORANDUM

DATE: January 10, 2023
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline (2)

The Board has been requested to admit a transfer student from another school system under discipline. The student was sent to alternative school for continued violations of school rules.

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

Director of Schools' Recommendation: Deny admission.

Allison Brown has been the contractor of bus #61 for the Rutherford County Board of Education since 7/6/2015.

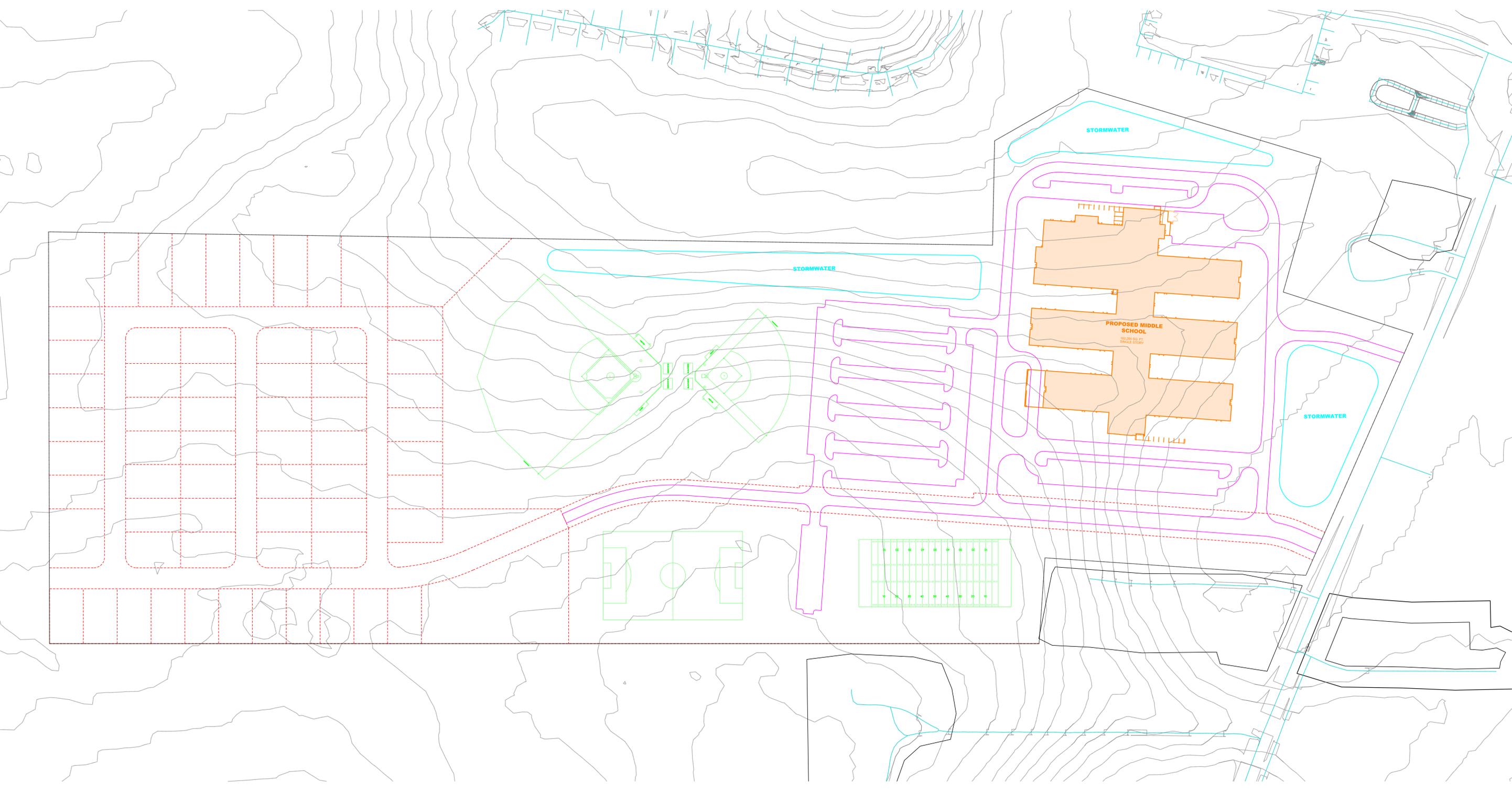
Bus #61 has not been running the route awarded

Per Section 8.4

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

Allison Brown has received a 30-day written notice of this breach of contract. Allison Brown has failed to adequately fulfill the Contract obligations.

Recommendation – Motion to approve that the contract for Bus #61, Allison Brown shall be terminated effective 1/20/2023.





**Rutherford County Schools
Investment Grade Audit Review**



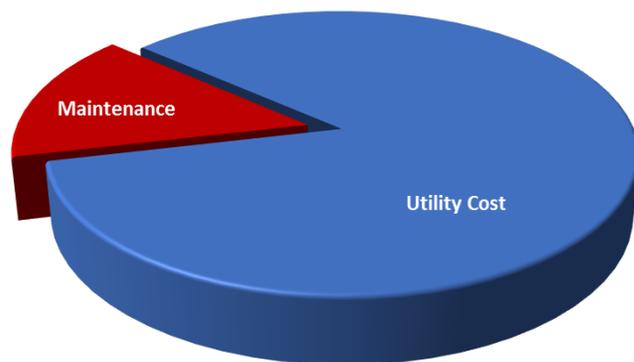
What is an ESPC?

Energy Savings Performance Contracts (ESPC):

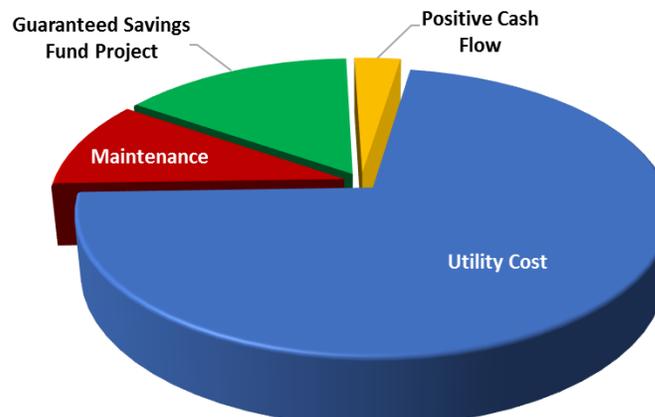
A financing tool used to reallocate utility savings to make facility improvements.

- Funds are put towards your facilities rather than paid to the utility company
- You are paying for the upgrades whether you make them or not
- Performance guarantee on a facility renovation
- Excess savings (**in yellow**) are 100% retained by Rutherford County Schools

**Operations Budget
Before Improvements**

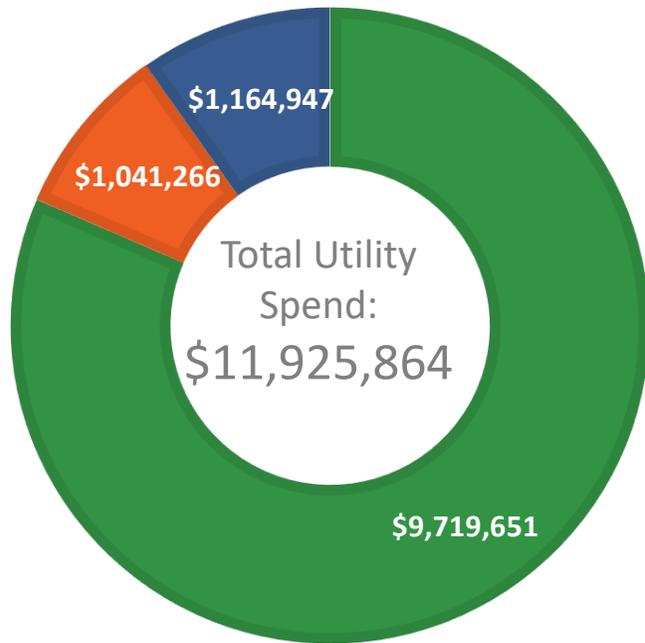


**Operations Budget
After Improvements**



Benchmarking – 3 Year Avg. (1/2018 – 12/2020)

RUTHERFORD BASELINE UTILITY SPEND

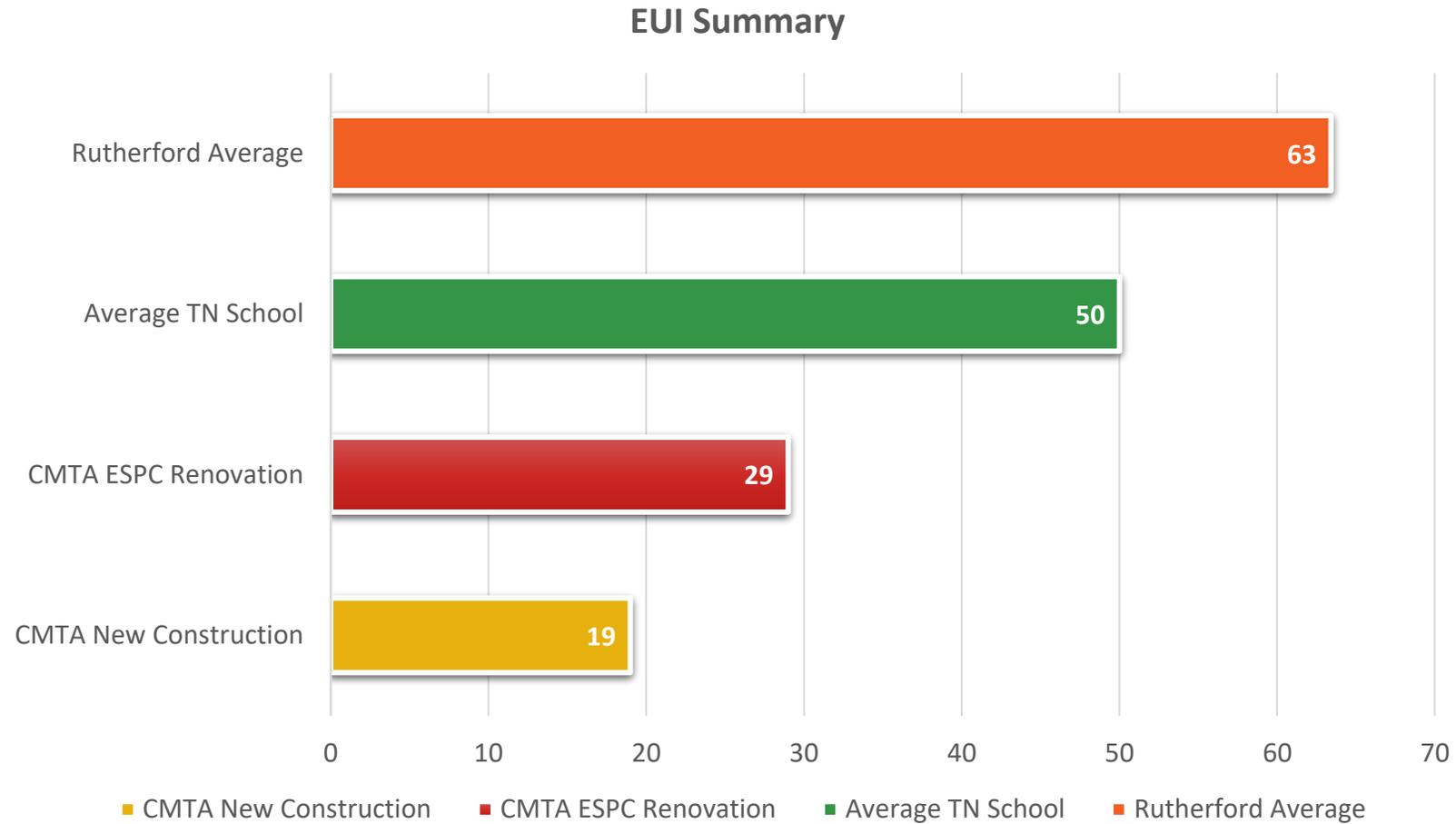


Rutherford County Schools Baseline Utility Spend					
ft ²	Electric \$	NG/Propane \$	Water/Sewer \$	Total \$	\$/ft ²
7,669,747	\$9,719,651	\$1,041,266	\$1,164,947	\$11,925,864	\$1.55

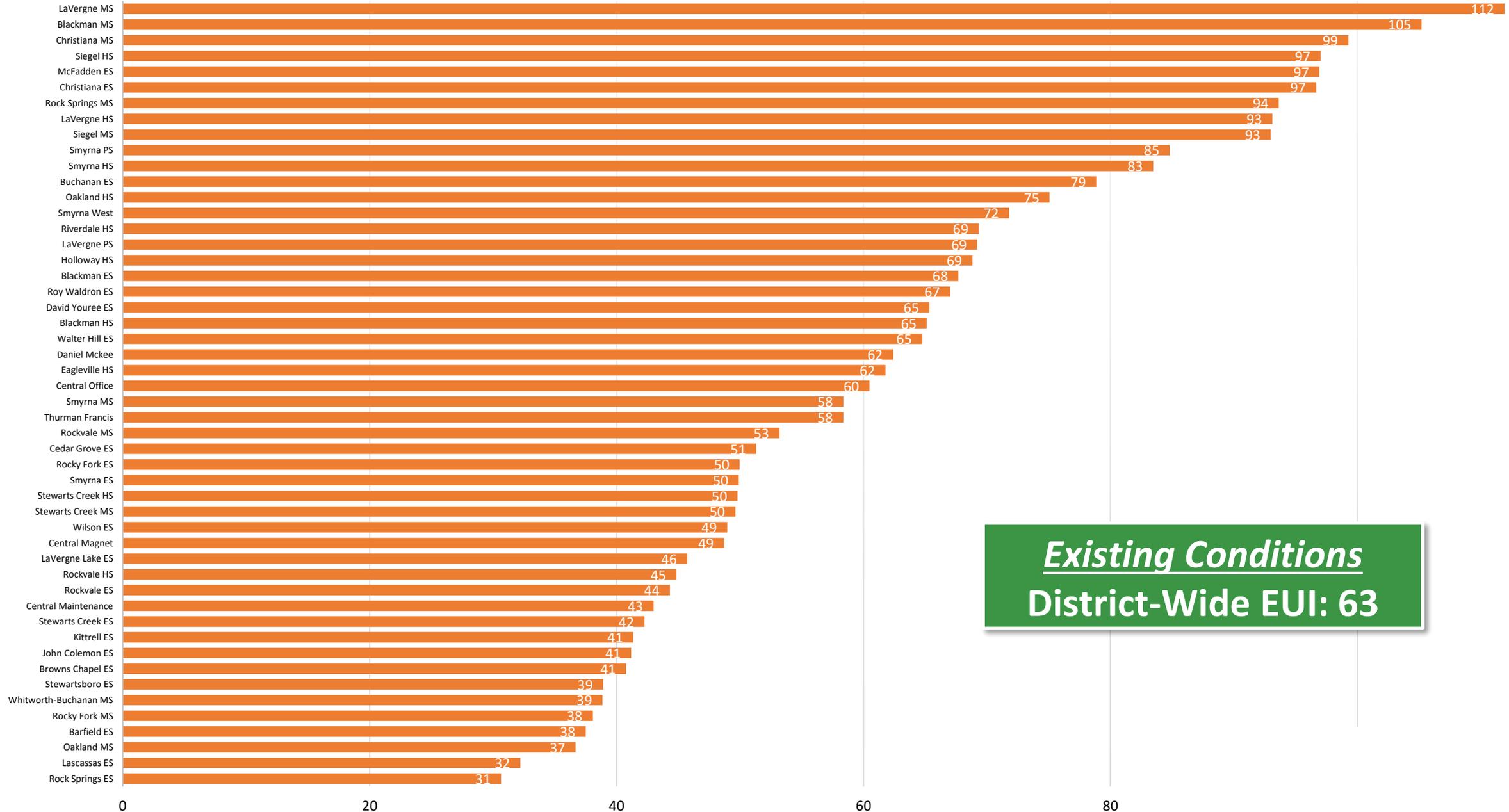
Utility Providers		
Electric	Natural Gas/Propane	Water/Sewer/STEP
Middle Tennessee Electric Murfreesboro Electric Nashville Electric	Atmos Energy Smyrna Utilities Horton Highway Utilities Amerigas	Consolidated Utilities City of Murfreesboro Smyrna Utilities City of Lavergne

■ Electric ■ Natural Gas/Propane ■ Water/Sewer

Benchmarking

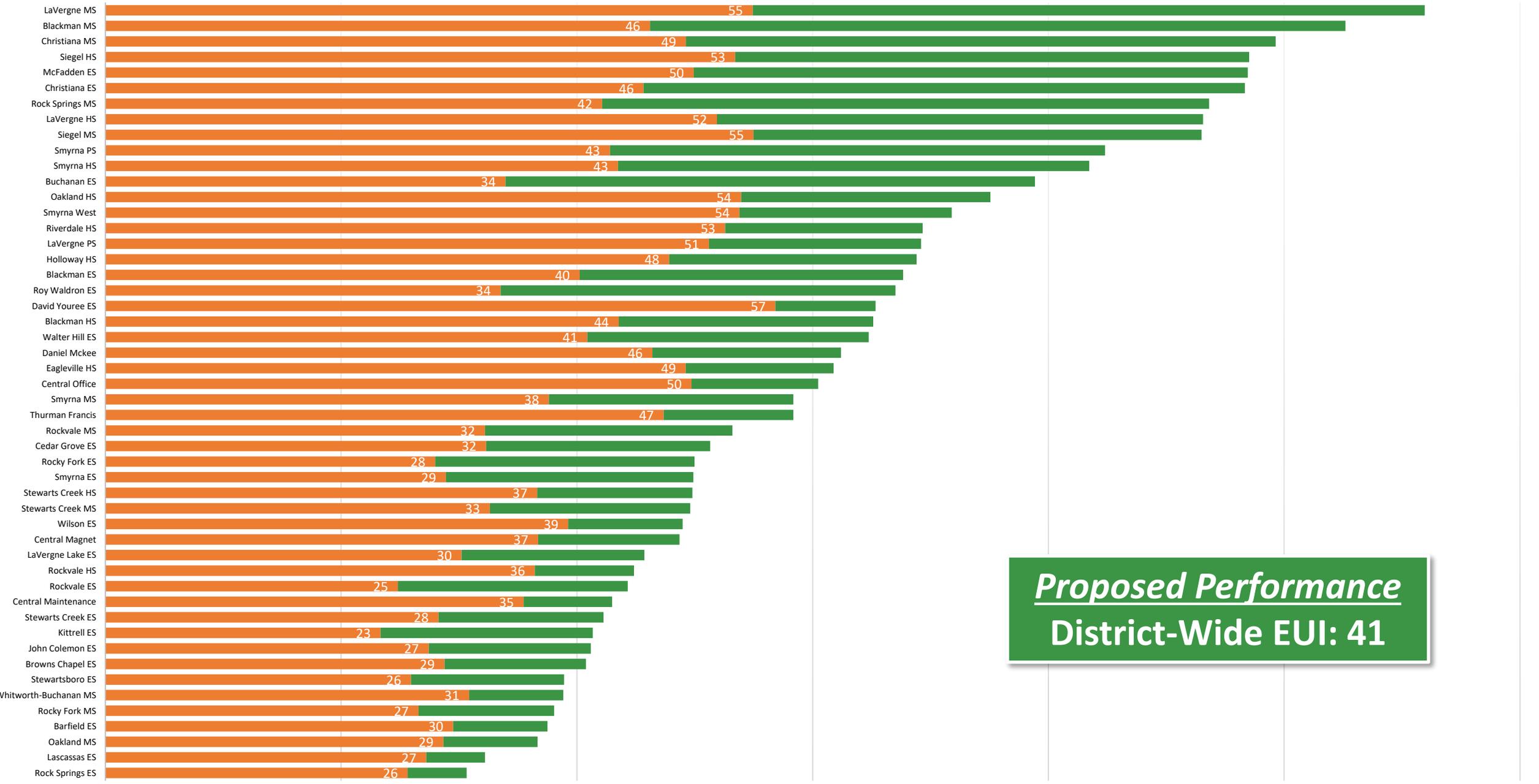


Rutherford County Schools Baseline Energy Usage Intensity



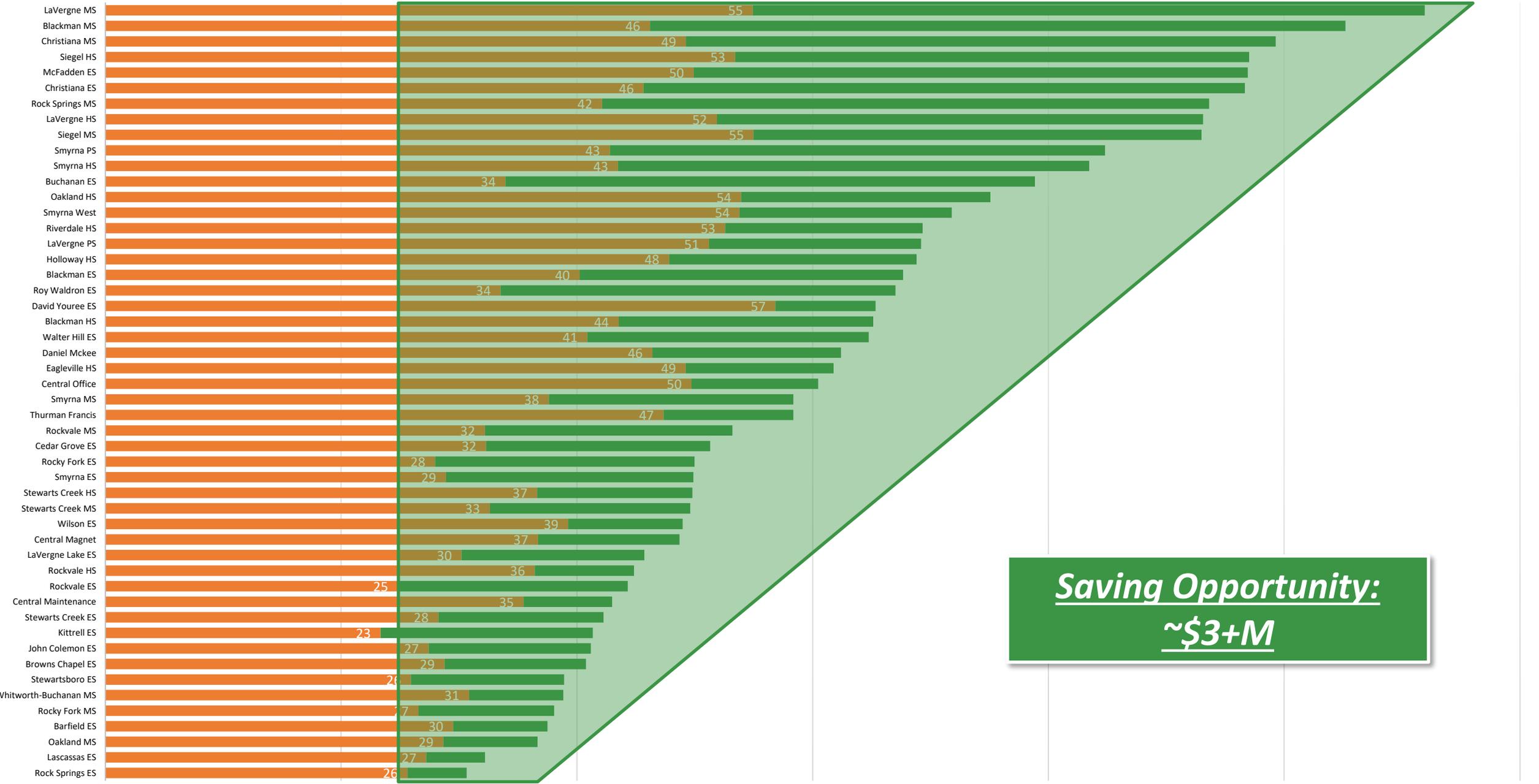
Existing Conditions
District-Wide EUI: 63

Rutherford County Schools Proposed Energy Usage Intensity



Proposed Performance
District-Wide EUI: 41

Rutherford County Schools Proposed Energy Usage Intensity



Saving Opportunity:
~\$3+M

Master Plan Review

- Identifies 39 facilities over the next 10 years that need mechanical systems replaced
- Represents \$150-\$180M in facility need
- In coordination with an energy project, 7 system replacements per year should be budgeted over a 5-year period or 3.5 system replacements should be budgeted over 10-year period

	System OK
	System within 5 years of end of useful life
	System at or past useful life
	System needs immediate replacement

School	Heating System Age	Cooling System Age	Terminal Unit Age
Barfield ES			
Blackman ES			
Blackman HS			
Blackman MS			
Brown's Chapel ES			
Buchanan ES			
Cedar Grove ES			
Central Magnet			
Central Maintenance			
Central Office			
Christiana ES			
Christiana MS			
Daniel Mckee			
David Youree ES			
Eagleville HS			
Holloway HS			
John Coleman ES			
Kittrell ES			
Lascassas ES			
LaVergne HS			
LaVergne Lake ES			
LaVergne MS			
LaVergne PS			
McFadden ES			
Oakland HS			
Oakland MS			
Riverdale HS			
Rock Springs ES			
Rock Springs MS			
Rockvale ES			
Rockvale HS			
Rockvale MS			
Rocky Fork ES			
Rocky Fork MS			
Roy Waldron ES			
Siegel HS			
Siegel MS			
Smyrna ES			
Smyrna HS			
Smyrna MS			
Smyrna PS			
Smyrna West			
Stewarts Creek ES			
Stewarts Creek HS			
Stewarts Creek MS			
Stewartsboro ES			
Thurman Francis			
Walter Hill ES			
Whitworth-Buchanan MS			
Wilson ES			

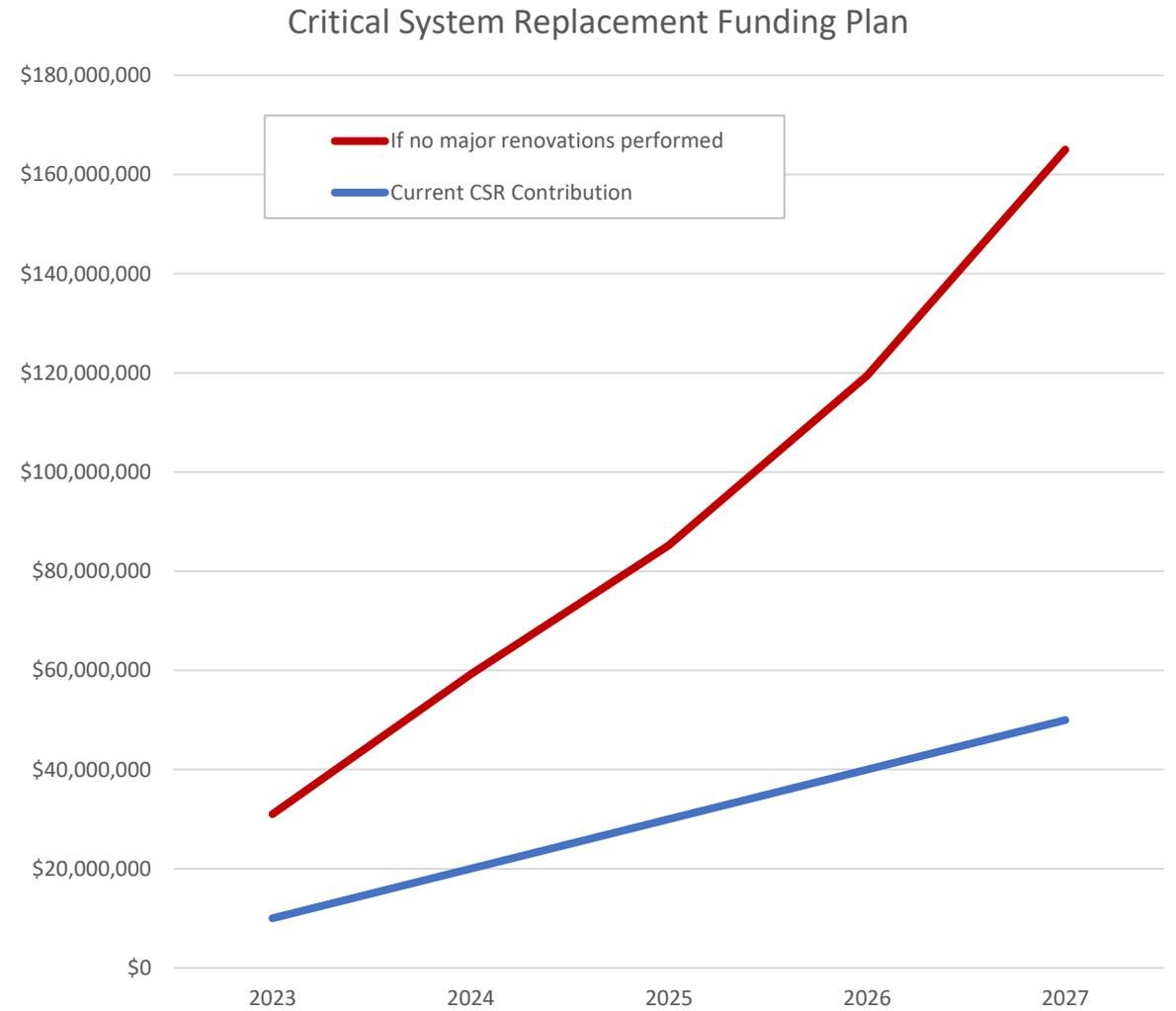
Master Plan Review

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Facility	Critical System Replacement Required				
	2023	2024	2025	2026	2027
Barfield ES		1.0			
Blackman ES					1.0
Blackman HS	0.5		0.5		
Blackman MS					1.0
Brown's Chapel ES					
Buchanan ES	1.0				
Cedar Grove ES	1.0				
Central Magnet					
Central Maintenance					1.0
Central Office		1.0			
Christiana ES					
Christiana MS			1.0		
Daniel Mckee				1.0	
David Youree ES				1.0	
Eagleville HS		0.5	0.5		
Holloway HS				0.5	0.5
John Coleman ES	1.0				
Kittrell ES		1.0			
Lascassas ES		1.0			
LaVergne HS	0.5	0.5			
LaVergne Lake ES				0.5	0.5
LaVergne MS					1.0
LaVergne PS					1.0
McFadden ES					1.0
Oakland HS	0.3		0.3	0.5	
Oakland MS					1.0
Riverdale HS	0.3		0.3	0.5	
Rock Springs ES			1.0		
Rock Springs MS				1.0	
Rockvale ES	1.0				
Rockvale HS					
Rockvale MS					1.0
Rocky Fork ES					
Rocky Fork MS					
Roy Waldron ES		1.0			
Siegel HS					
Siegel MS				1.0	
Smyrna ES	0.5				0.5
Smyrna HS	0.3	0.3			0.5
Smyrna MS	1.0		1.0		
Smyrna PS					
Smyrna West					1.0
Stewarts Creek ES					
Stewarts Creek HS					
Stewarts Creek MS					
Stewartsboro ES	1.0				
Thurman Francis					1.0
Walter Hill ES					1.0
Whitworth-Buchanan MS					
Wilson ES			1.0		

Master Plan Review

Year	CSRs Funds Required	If no major renovations performed	Current Plan
2023	\$31,007,238	\$31,007,238	\$10,000,000
2024	\$28,189,934	\$59,197,171	\$10,000,000
2025	\$26,011,183	\$85,208,354	\$10,000,000
2026	\$34,219,837	\$119,428,191	\$10,000,000
2027	\$45,636,690	\$165,064,881	\$10,000,000
Total	\$165,064,881		\$50,000,000



15 Year Lighting and Controls Project

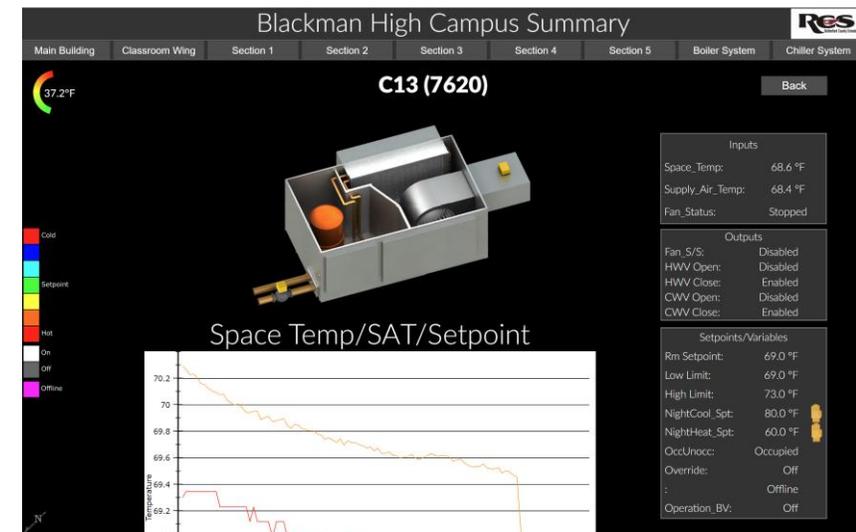
- LED Lighting District Wide – Interior, Exterior, and Sports Lighting
- Controls Retro-commissioning throughout district
 - Building Automation Peak Load Management

Total Project: \$32,959,743

Total Utility Savings: \$2,567,846

Total Operational Savings: \$267,121

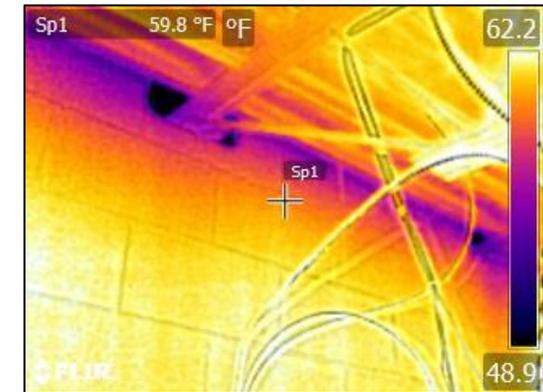
Excess Savings: Over \$5 million towards HVAC system upgrades



15 Year Energy Project

- LED Lighting District Wide – Interior, Exterior, and Sports Lighting
- HVAC Scope
 - 2 HVAC Renovations
 - Buchanan ES
 - Daniel McKee AS
 - 5 Partial Renovations
 - Blackman MS Original Central Plant
 - Christiana MS and ES Central Plant
 - Smyrna PS Boiler and Gym Units
 - Thurman Francis Annex
 - Equipment Replacements
 - Ventilation Improvements

Total Project: \$42,222,051
Total Utility Savings: \$3,025,886
Total Operational Savings: \$281,052

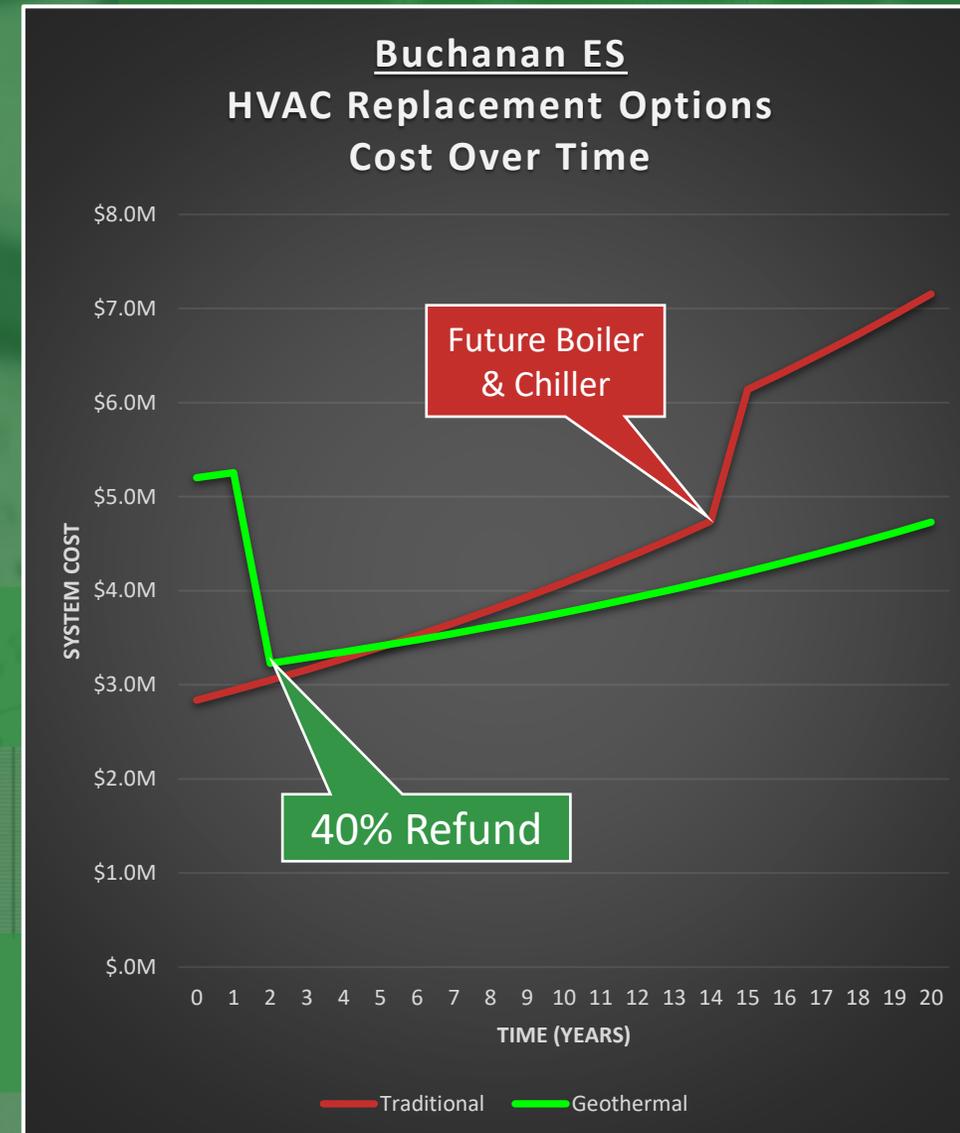


Inflation Reduction Act Opportunity

Investment Tax Credit (ITC) - New Policy

- ✓ Tax-Exempt Entities Direct Pay Option
 - Use () amount if funded with tax-exempt debt (i.e. tax-exempt bonds)
- Prevailing Wage & 15% Apprenticeship Requirements*
 - *Unless less than 1MW of thermal output (~284 tons)
- ✓ Increases to **30%** (25.5%) Investment Tax Credit (ITC)
 - Geo Field, WSHPs, Pumps, Piping, Ductwork, Soft Costs?
- ✓ Domestic Content: **+10%** (+8.5%)
 - 100% of steel and iron must be US manufactured
 - Goods must be 40% US manufactured through 2024, 55% by 2027
- ✓ Existing Energy Communities: **+10%** (+8.5%)
 - Projects located in areas with significant extraction jobs in coal, oil, or natural gas.
 - Projects in Brownfield sites

Maximum Use of Funds & Project Impact!



15 Year utilizing Inflation Reduction ITC

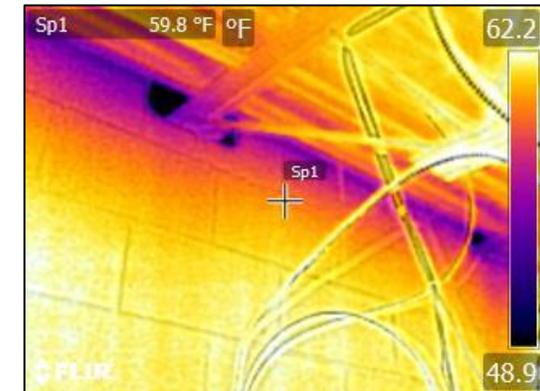
- LED Lighting District Wide – Interior, Exterior, and Sports Lighting
- HVAC Scope
 - 3 HVAC Renovations
 - **Buchanan ES Geo**
 - **Walter Hill ES Geo**
 - Daniel McKee AS
 - 5 Partial Renovations
 - Blackman MS Original Central Plant
 - Christiana MS and ES Central Plant
 - Smyrna PS Boiler and Gym Units
 - Thurman Francis Annex
 - Equipment Replacements
 - Ventilation Improvements

Total Project: \$50,262,444

Total Utility Savings: \$3,044,065

Total Operational Savings: \$301,052

Anticipated Tax Credit: \$4,005,528



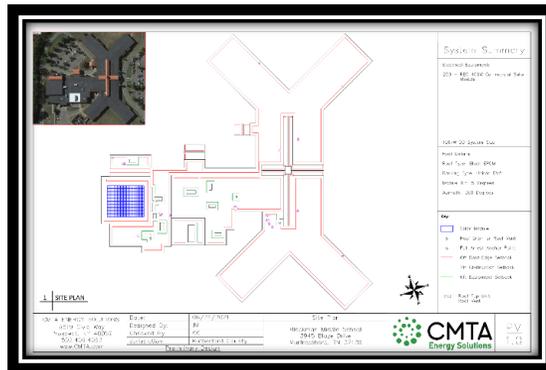
Renewable Energy Review

➤ Solar Photovoltaic – Not Included

➤ Systems were reviewed for all 5 major utility rates in the district

Name	\$/kWh Rate	Solar Project Cost	SPB (years)
Rockvale HS	\$0.0768	\$239,250	26.2
Siegel HS	\$0.0768	\$239,250	26.6
John Coleman ES	\$0.0730	\$230,637	28.1
Rock Springs ES	\$0.0730	\$237,336	27.7
Blackman MS	\$0.0730	\$239,250	27.6
Lavergne MS	\$0.0723	\$239,250	28.2

➤ Provides positive cash flow within the life of the system but not within ESPC term



20 Year Energy Project Option

- Tenn. Code Ann. § 12-4-110 governs local governments ESPC
 - Does not dictate length of program
- Tenn. Code Ann. § 12-4-118 governs State ESPC projects
 - Lesser of twenty (20) years or the weighted useful life of equipment
- Multiple Examples of K-12/Local Government Projects
 - Knox County Schools – 20 year financed solar project
 - Shelby County Schools – 20 year simple payback project

20 Year Project

- LED Lighting District Wide – Interior, Exterior, and Sports Lighting
- Increased HVAC Scope
 - 4 HVAC Renovations
 - Buchanan ES
 - Walter Hill ES
 - Daniel McKee AS
 - Siegel MS
 - 6 Partial Renovations
 - Smyrna HS added
 - Equipment Replacements
 - Ventilation Improvements



Total Project: \$59,978,197
Total Utility Savings: \$3,224,974
Total Operational Savings: \$301,052



20 Year utilizing Inflation Reduction ITC

- LED Lighting District Wide – Interior and Exterior
 - Sports Lighting Added at High Schools
- Increased HVAC Scope
 - **5 HVAC Renovations**
 - **Buchanan ES Geo**
 - **Walter Hill Geo**
 - Daniel McKee AS
 - **Siegel MS Geo***
 - **LaVergne MS Geo***
 - 6 Partial Renovations
 - Smyrna HS added
 - Equipment Replacements
 - Ventilation Improvements

Total Project: \$83,378,392

Total Utility Savings: \$3,270,483

Total Operational Savings: \$339,052

Anticipated Tax Credit: \$14,393,368

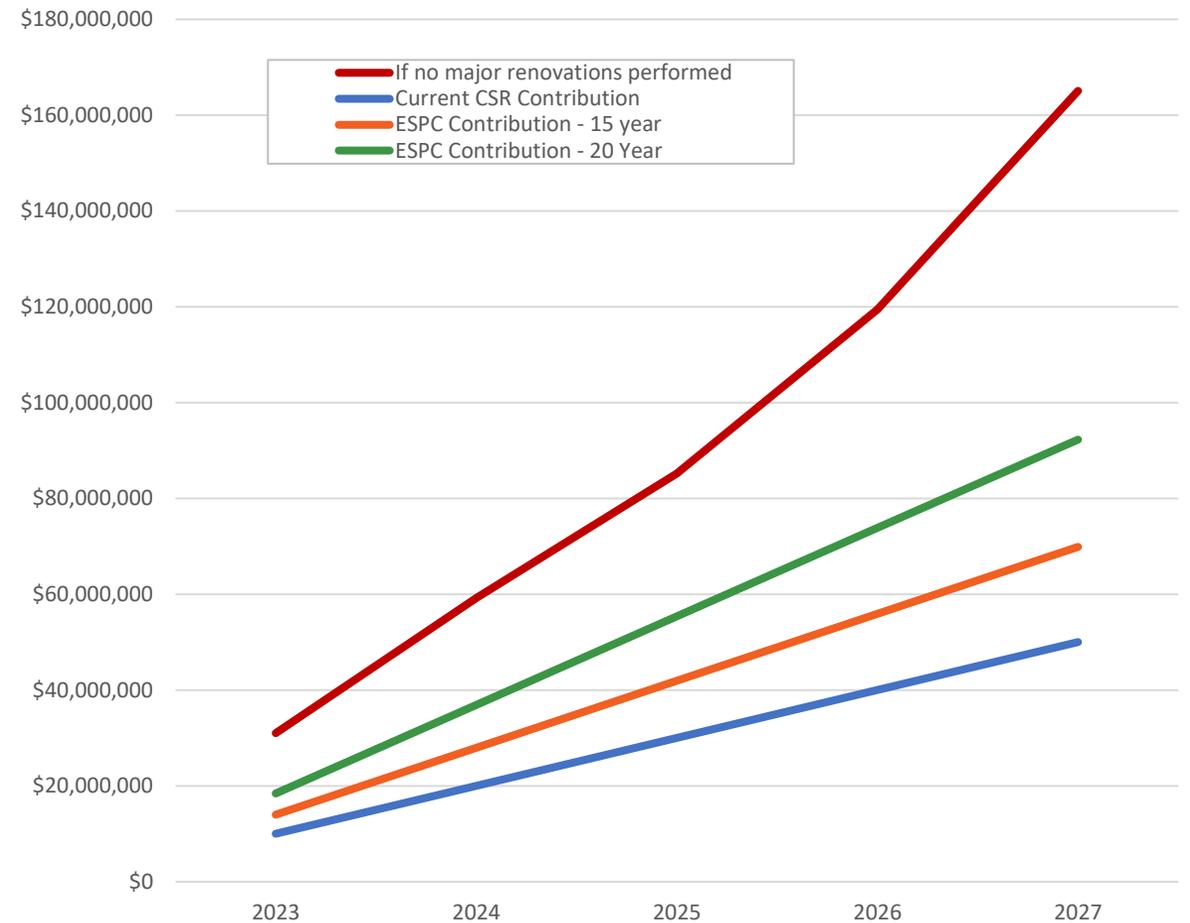


*Prevailing wage and apprenticeship requirements

Master Plan Review

Year	CSRs Funds Required	If no major renovations performed	Current Plan	ESPC Contribution - 15 year	ESPC Contribution - 20 Year
2023	\$31,007,238	\$31,007,238	\$10,000,000	\$3,978,478	\$8,459,063
2024	\$28,189,934	\$59,197,171	\$10,000,000	\$3,978,478	\$8,459,063
2025	\$26,011,183	\$85,208,354	\$10,000,000	\$3,978,478	\$8,459,063
2026	\$34,219,837	\$119,428,191	\$10,000,000	\$3,978,478	\$8,459,063
2027	\$45,636,690	\$165,064,881	\$10,000,000	\$3,978,478	\$8,459,063
Total	\$165,064,881		\$50,000,000	\$19,892,390	\$42,295,315

Critical System Replacement Funding Plan



Master Plan Review

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	System at or past useful life
	System needs immediate replacement

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Blackman MS			
Brown's Chapel ES			
Buchanan ES			
Cedar Grove ES			
Central Magnet			
Central Maintenance			
Central Office			
Christiana ES			
Christiana MS			
Daniel Mckee			
David Youree ES			
Eagleville HS			
Holloway HS			
John Coleman ES			
Kittrell ES			
Lascassas ES			
LaVergne HS			
LaVergne Lake ES			
LaVergne MS			
LaVergne PS			
McFadden ES			
Oakland HS			
Oakland MS			
Riverdale HS			
Rock Springs ES			
Rock Springs MS			
Rockvale ES			
Rockvale HS			
Rockvale MS			
Rocky Fork ES			
Rocky Fork MS			
Roy Waldron ES			
Siegel HS			
Siegel MS			
Smyrna ES			
Smyrna HS			
Smyrna MS			
Smyrna PS			
Smyrna West			
Stewarts Creek ES			
Stewarts Creek HS			
Stewarts Creek MS			
Stewartsboro ES			
Thurman Francis			
Walter Hill ES			
Whitworth-Buchanan MS			
Wilson ES			

Master Plan Review

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Christiana MS			
Daniel Mckee			
David Youree ES			
Eagleville HS			
Holloway HS			
John Coleman ES			
Kittrell ES			
Lascassas ES			
LaVergne HS			
LaVergne Lake ES			
LaVergne MS			
LaVergne PS			
McFadden ES			
Oakland HS			
Oakland MS			
Riverdale HS			
Rock Springs ES			
Rock Springs MS			
Rockvale ES			
Rockvale HS			
Rockvale MS			
Rocky Fork ES			
Rocky Fork MS			
Roy Waldron ES			
Siegel HS			
Siegel MS			
Smyrna ES			
Smyrna HS			
Smyrna MS			
Smyrna PS			
Smyrna West			
Stewarts Creek ES			
Stewarts Creek HS			
Stewarts Creek MS			
Stewartsboro ES			
Thurman Francis			
Walter Hill ES			
Whitworth-Buchanan MS			
Wilson ES			

Next Steps

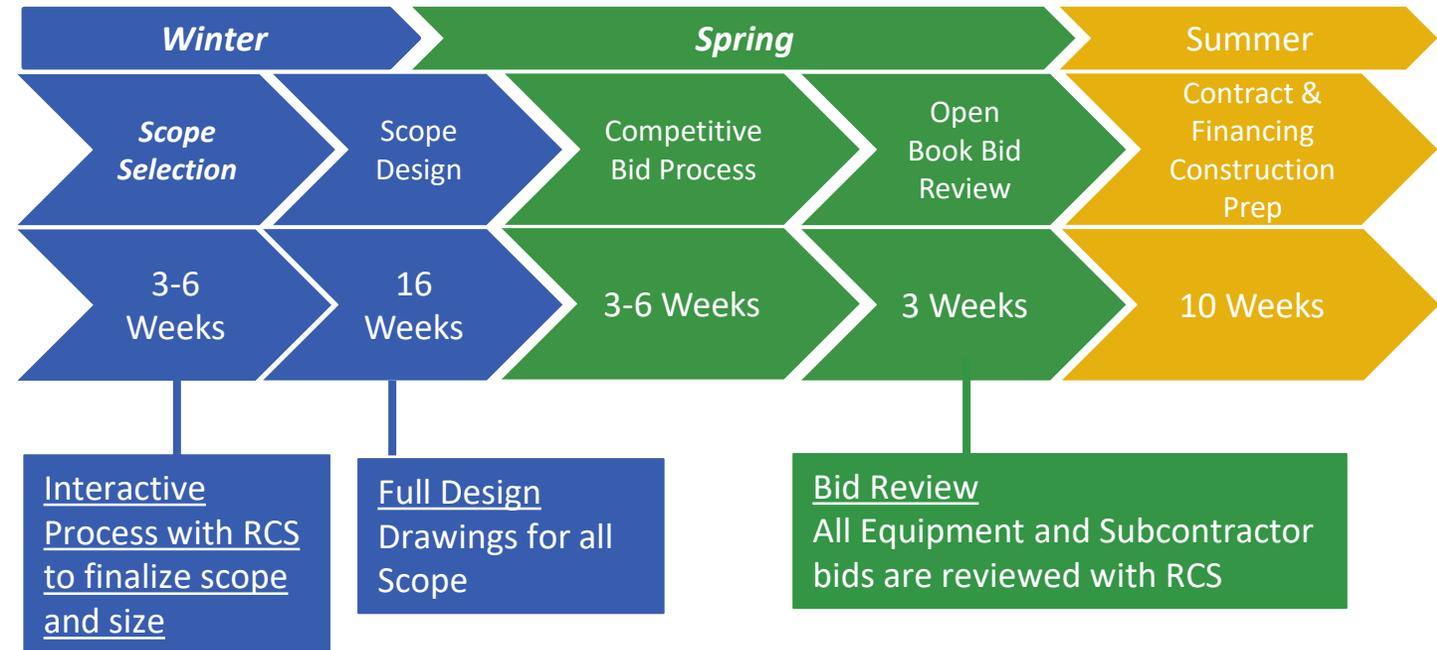
Development Phase

✓ Competitive RFP

- Project Scope Selection
- Engineering, Design, & Bidding

Implementation Phase

- Execute Contract
- Construction
- Measurement & Verification



Questions?

Rutherford County Schools

School Nutrition Fund 143 Budget Amendment #1

Func_obj	Description	Original	Equipment & Supplies Amendmer Amended	
		2022/23	Decrease	Increase
		Budget		Budget
34570	Restricted Ending Fund Balance	4,044,217	850,000	3,194,217
43521	Lunch payments-children	6,400,000		6,400,000
43522	Lunch payments-adults	210,000		210,000
43523	Breakfast pmts - children	600,000		600,000
43524	Breakfast pmts - adults	-		-
43525	A la carte sales	500,000		500,000
43990	Other Charges for Services	-		-
44110	Investment income	18,000		18,000
44170	Misc. refunds (rebates)	-		-
44530	Sale of Equipment	-		-
44570	Contributions & gifts	-		-
46520	State school food service	180,000		180,000
46990	Other state revenues	-		-
47111	USDA reimb. - lunch	12,000,000		12,000,000
47112	USDA - commodities	1,552,000		1,552,000
47113	USDA reimb. - breakfast	3,000,000		3,000,000
47114	USDA reimb. - other	250,000		250,000
47590	Other Federal Through State	-		-
49700	Insurance recovery	-		-
49800	Transfers In	-		-
	Revenue	24,710,000	-	24,710,000

Func_obj	Description	Amended	Increase	Decrease	Amended
		2021/22			2021/22
		Budget			Budget
72310-305	Audit Services	16,000			16,000
72310-513	Workers' Comp Insur	56,000			56,000
73100-105	Supervisor/Director	181,502			181,502
73100-119	Bookkeepers	117,216			117,216
73100-165	Cafeteria Personnel	9,029,031			9,029,031
73100-189	Other Salaries & Wages	314,698			314,698
73100-201	Social Security	597,832			597,832
73100-204	State Retirement	493,000			493,000
73100-206	Life Insurance	5,000			5,000
73100-207	Medical Insurance	1,200,000			1,200,000
73100-210	Unemployment Comp	15,000			15,000
73100-212	Employer Medicare	139,815			139,815
73100-299	Long Term Disability	7,700			7,700
73100-336	Maint. & repair serv. - equip.	50,000			50,000
73100-348	Postage	2,500			2,500
73100-354	Transport.-commodity delivery	185,000			185,000
73100-355	Travel	18,000			18,000
73100-399	Other Contracted Services	750,000			750,000
73100-421	Food Preparation Supplies	1,300,000			1,300,000
73100-422	Food Supplies	11,000,000			11,000,000
73100-435	Office Supplies	25,000			25,000

73100-451	Uniforms	14,280		14,280	
73100-469	USDA - commodities	1,552,000		1,552,000	
73100-499	Other Supplies & Materials	170,000	50,000	220,000	
73100-524	In-service/Staff Devel	32,000		32,000	
73100-599	Other charges	21,000		21,000	
73100-710	Equipment	50,000	800,000	850,000	
99100-590	Maint. thru BOE (transfers)	20,000		20,000	
	Total Expenditures	27,362,574	850,000	-	28,212,574

Chariman of the Board

Date

Director of Schools

Fund 141 - General Purpose School

Budget Amendment #1

Function	Object	Description	Mid-Year Budget Amendment			Amended Budget
			2023 Budget	Decreases	Increases	
44990		Other Local Revenues	368,000			368,000
46511		Basic Education Program	267,047,000			267,047,000
46512		Basic Education Program - IEA	1,500,000			1,500,000
46515		Early Childhood Education	0			0
46550		Driver Education	250,000			250,000
46590		Other State Education Funds	516,000			516,000
46591		Coordinated School Health	200,000			200,000
46592		Internet Connectivity	0			0
46610		Career Ladder Program	500,000			500,000
46790		Other Vocational	64,000			64,000
46851		State Revenue Sharing - T.V.A.	2,500,000			2,500,000
46980		Other State Grants	20,000			20,000
46981		Safe Schools	210,000			210,000
47143		Special Education - Grants	650,000			650,000
47640		Rotc Reimbursement	725,000			725,000
49800		Transfers In	651,179		375,000	1,026,179
Total Revenue & Operating Transfers			463,356,403	0	375,000	463,731,403

Function	Object	Description	2023 Budget	Amended Budget		
				Increases	Decreases	
71100	116	Reg Education Prg - Elem/Sec - Teachers	172,110,546.00		100,000	172,010,546
71100	117	Reg Education Prg - Elem/Sec - Career Ladder Program	300,000.00			300,000
71100	163	Reg Education Prg - Elem/Sec - Educational Assistants	5,867,218.00			5,867,218
71100	189	Reg Education Prg - Elem/Sec - Other Salaries & Wages	1,671,808.00			1,671,808
71100	201	Reg Education Prg - Elem/Sec - Social Security	11,156,873.00			11,156,873
71100	204	Reg Education Prg - Elem/Sec - Pensions	18,012,952.00			18,012,952
71100	206	Reg Education Prg - Elem/Sec - Life Insurance	71,979.00			71,979
71100	207	Reg Education Prg - Elem/Sec - Medical Insurance	28,903,858.00			28,903,858
71100	210	Reg Education Prg - Elem/Sec - Unemployment Compensation	76,000.00			76,000
71100	212	Reg Education Prg - Elem/Sec - Employer Medicare	2,609,268.00			2,609,268
71100	217	Reg Education Prg - Elem/Sec - Retirement - Hybrid Stabilization	980,000.00			980,000
71100	299	Reg Education Prg - Elem/Sec - Other Fringe Benefits	269,924.00			269,924
71100	312	Reg Education Prg - Elem/Sec - Contracts W/Private Agencies	85,000.00	115,000		200,000
71100	355	Reg Education Prg - Elem/Sec - Travel	0			0
71100	336	Reg Education Prg - Elem/Sec - Maint. & Repair Serv. - Equip.	74,500.00			74,500
71100	369	Reg Education Prg - Elem/Sec - Contract For Sub Teachers-Cert	716,982.00			716,982
71100	370	Reg Education Prg - Elem/Sec - Contract For Subteacher-Noncer	2,088,000.00			2,088,000
71100	399	Reg Education Prg - Elem/Sec - Other Contracted Services	1,025,885.00			1,025,885
71100	429	Reg Education Prg - Elem/Sec - Instructional Supp & Mat	3,300,000.00	100,000		3,400,000
71100	449	Reg Education Prg - Elem/Sec - Textbooks - Bound	9,294,954.00		3,001,200	6,293,754
71100	471	Reg Education Prg - Elem/Sec - Software	2,742,477.00			2,742,477
71100	499	Reg Education Prg - Elem/Sec - Other Supplies And Materials	30,600.00	215,000		245,600
71100	535	Reg Education Prg - Elem/Sec - Fee Waivers	80,000.00			80,000
71100	599	Reg Education Prg - Elem/Sec - Other Charges	366,000.00			366,000
71100	722	Reg Education Prg - Elem/Sec - Regular Instruction Equipment	4,032,630.00			4,032,630
71100 Total			265,867,454	430,000	3,101,200	263,196,254
71150	116	Alternative Instruction - Teachers	1,883,539		100,000	1,783,539
71150	117	Alternative Instruction - Career Ladder Program	7,000			7,000
71150	163	Alternative Instruction - Educational Assistants	138,975			138,975
71150	201	Alternative Instruction - Social Security	125,829			125,829
71150	204	Alternative Instruction - Pensions	200,110			200,110
71150	206	Alternative Instruction - Life Insurance	811			811
71150	207	Alternative Instruction - Medical Insurance	316,000			316,000
71150	210	Alternative Instruction - Unemployment Compensation	4,000			4,000
71150	212	Alternative Instruction - Employer Medicare	29,427			29,427
71150	217	Alternative Instruction - Retirement - Hybrid Stabilization	7,000			7,000
71150	299	Alternative Instruction - Other Fringe Benefits	3,044			3,044
71150	369	Alternative Instruction - Contract For Sub Teachers-Cert	0			0
71150	370	Alternative Instruction - Contract For Subteacher-Noncer	26,680			26,680
71150	399	Alternative Instruction - Other Contracted Services	1,290	3,000		4,290
71150	429	Alternative Instruction - Instructional Supp & Mat	6,000			6,000
71150	790	Alternative Instruction - Other Equipment	34,000			34,000
71150 Total			2,783,705	3,000	100,000	2,686,705
71200	116	Special Education Program - Teachers	17,035,721			17,035,721
71200	117	Special Education Program - Career Ladder Program	43,000			43,000
71200	163	Special Education Program - Educational Assistants	8,980,805			8,980,805
71200	171	Special Education Program - Speech Pathologist	2,345,304		43,500	2,301,804
71200	189	Special Education Program - Other Salaries & Wages	437,974			437,974

71200	201	Special Education Program - Social Security	1,788,253			1,788,253
71200	204	Special Education Program - Pensions	2,887,164			2,887,164
71200	206	Special Education Program - Life Insurance	11,537			11,537
71200	207	Special Education Program - Medical Insurance	6,103,275			6,103,275
71200	210	Special Education Program - Unemployment Compensation	17,000			17,000
71200	212	Special Education Program - Employer Medicare	418,220			418,220
71200	217	Special Education Program - Retirement - Hybrid Stabilization	130,000			130,000
71200	299	Special Education Program - Other Fringe Benefits	43,264			43,264
71200	312	Special Education Program - Contracts W/Private Agencies	1,860,239			1,860,239
71200	322	Special Education Program - Evaluation And Testing	117,785			117,785
71200	336	Special Education Program - Maint. & Repair Serv. - Equip.	5,000			5,000
71200	369	Special Education Program - Contract For Sub Teachers-Cert	119,454			119,454
71200	370	Special Education Program - Contract For Subteacher-Noncer	355,308			355,308
71200	399	Special Education Program - Other Contracted Services	30,000			30,000
71200	429	Special Education Program - Instructional Supp & Mat	157,200			157,200
71200	449	Special Education Program - Textbooks - Bound	51,800			51,800
71200	499	Special Education Program - Other Supplies And Materials	140,500			140,500
71200	595	Special Education Program - BEP - IEA Payments	0			0
71200	599	Special Education Program - Other Charges	16,000			16,000
71200	725	Special Education Program - Special Education Equipment	86,000			86,000
71200 Total			43,180,803	0	43,500	43,137,303
71300	116	Vocational Education Program - Teachers	11,512,544			11,512,544
71300	117	Vocational Education Program - Career Ladder Program	13,000			13,000
71300	162	Vocational Education Program - Clerical Personnel	259,743			259,743
71300	163	Career and Technical Education Program - Educational Assistants	25,138			25,138
71300	201	Vocational Education Program - Social Security	732,246			732,246
71300	204	Career and Technical Education Program - Pensions	1,182,223			1,182,223
71300	206	Vocational Education Program - Life Insurance	4,724			4,724
71300	207	Vocational Education Program - Medical Insurance	2,151,283			2,151,283
71300	210	Vocational Education Program - Unemployment Compensation	10,000			10,000
71300	212	Vocational Education Program - Employer Medicare	171,251			171,251
71300	217	Career and Technical Education Program - Retirement - Hybrid Stabiliz	65,000			65,000
71300	299	Vocational Education Program - Other Fringe Benefits	17,715			17,715
71300	336	Vocational Education Program - Maint. & Repair Serv. - Equip.	73,200			73,200
71300	369	Career and Technical Education Program - Contract For Sub Teachers-(78,819			78,819
71300	370	Career and Technical Education Program - Contract For Subteacher-Nc	217,732			217,732
71300	399	Vocational Education Program - Other Contracted Services	53,640			53,640
71300	429	Vocational Education Program - Instructional Supp & Mat	489,540		100,000	389,540
71300	448	Vocational Education Program - T&i Construction Materials	90,000			90,000
71300	449	Vocational Education Program - Textbooks	219,000	120,000		339,000
71300	499	Vocational Education Program - Other Supplies And Materials	319,960	40,000		359,960
71300	730	Career and Technical Education Program - Vocational Instruction Equip	467,680		60,000	407,680
71300 Total			18,154,438	160,000	160,000	18,154,438
72110	105	Attendance - Supervisor/Director	121,334			121,334
72110	117	Attendance - Career Ladder Program	4,500			4,500
72110	130	Attendance - Social Workers	264,219			264,219
72110	162	Attendance - Clerical Personnel	174,702			174,702
72110	189	Attendance - Other Salaries & Wages	78,072			78,072
72110	201	Attendance - Social Security	39,855			39,855
72110	204	Attendance - Pensions	64,346			64,346
72110	206	Attendance - Life Insurance	316			316
72110	207	Attendance - Medical Insurance	98,630			98,630
72110	212	Attendance - Employer Medicare	9,320			9,320
72110	217	Attendance - Retirement - Hybrid Stabilization	0	400		400
72110	299	Attendance - Other Fringe Benefits	964			964
72110	355	Attendance - Travel	8,190			8,190
72110	399	Attendance - Other Contracted Services	284,371			284,371
72110	499	Attendance - Other Supplies And Materials	11,000			11,000
72110	524	Attendance - In Service/Staff Development	4,000			4,000
72110	599	Attendance - Other Charges	2,000			2,000
72110	704	Attendance - Attendance And Health Equipment	4,075			4,075
72110 Total			1,169,894	400	0	1,170,294
72120	105	Health Services - Supervisor/Director	162,007			162,007
72120	131	Health Services - Medical Personnel	3,469,396			3,469,396
72120	189	Health Services - Other Salaries & Wages	44,100			44,100
72120	201	Health Services - Social Security	227,881			227,881
72120	204	Health Services - Pensions	367,917			367,917
72120	206	Health Services - Life Insurance	1,470			1,470
72120	207	Health Services - Medical Insurance	540,115			540,115
72120	212	Health Services - Employer Medicare	53,294			53,294
72120	217	Health Services - Retirement - Hybrid Stabilization	38,500			38,500
72120	299	Health Services - Other Fringe Benefits	5,513			5,513
72120	355	Health Services - Travel	17,200			17,200

72120	399	Health Services - Other Contracted Services	28,240	100,000		128,240
72120	413	Health Services - Drugs And Medical Supplies	9,550	6,000		15,550
72120	499	Health Services - Other Supplies And Materials	71,287			71,287
72120	524	Health Services - In Service/Staff Development	9,000			9,000
72120	599	Health Services - Other Charges	3,750			3,750
72120	735	Health Services - Health Equipment	45,252			45,252
72120 Total			5,094,472	106,000	0	5,200,472
72130	117	Other Student Support - Career Ladder Program	21,000			21,000
72130	123	Other Student Support - Guidance Personnel	7,016,677			7,016,677
72130	124	Other Student Support - Psychological Personnel	197,677	75,000		272,677
72130	127	Other Student Support - Career Ladder Extended Contracts	2,000			2,000
72130	130	Other Student Support - Social Workers	165,966			165,966
72130	162	Other Student Support - Clerical Personnel	358,078			358,078
72130	163	Other Student Support - Educational Assistants	48,046	300,000		348,046
72130	171	Other Student Support - Speech Pathologist	51,554			51,554
72130	189	Other Student Support - Other Salaries & Wages	2,237,472			2,237,472
72130	201	Other Student Support - Social Security	626,105			626,105
72130	204	Other Student Support - Pensions	1,010,856			1,010,856
72130	206	Other Student Support - Life Insurance	4,039			4,039
72130	207	Other Student Support - Medical Insurance	1,533,906			1,533,906
72130	212	Other Student Support - Employer Medicare	146,427			146,427
72130	299	Other Student Support - Other Fringe Benefits	15,147			15,147
72130	309	Other Student Support - Contracts W/Government Agencies	338,000			338,000
72130	322	Other Student Support - Evaluation And Testing	295,477			295,477
72130	355	Other Student Support - Travel	26,224			26,224
72130	369	Other Student Support - Contract For Sub Teachers-Cert	12,900			12,900
72130	370	Other Student Support - Contract For Subteacher-Noncer	53,360			53,360
72130	399	Other Student Support - Other Contracted Services	75,400			75,400
72130	499	Other Student Support - Other Supplies And Materials	9,800	90,200		100,000
72130	524	Other Student Support - In Service/Staff Development	11,960			11,960
72130	790	Other Student Support - Other Equipment	5,000			5,000
72130 Total			14,316,071	465,200	0	14,781,271
72210	105	Regular Instruction Program - Supervisor/Director	990,211			990,211
72210	117	Regular Instruction Program - Career Ladder Program	43,000			43,000
72210	127	Regular Instruction Program - Career Ladder Extended Contracts	2,000			2,000
72210	129	Regular Instruction Program - Librarians	3,812,194			3,812,194
72210	132	Regular Instruction Program - Materials Supervisor	58,754			58,754
72210	138	Regular Instruction Program - Instructional Computer Personnel	288,001	27,000		315,001
72210	161	Regular Instruction Program - Secretary(S)	92,071			92,071
72210	162	Regular Instruction Program - Clerical Personnel	66,481	40,000		106,481
72210	163	Regular Instruction Program - Educational Assistants	844,651			844,651
72210	189	Regular Instruction Program - Other Salaries & Wages	2,104,527	100,000		2,204,527
72210	196	Regular Instruction Program - In-Service Training	14,000			14,000
72210	201	Regular Instruction Program - Social Security	515,585			515,585
72210	204	Regular Instruction Program - Pensions	832,420			832,420
72210	206	Regular Instruction Program - Life Insurance	3,326			3,326
72210	207	Regular Instruction Program - Medical Insurance	1,364,304			1,364,304
72210	210	Regular Instruction Program - Unemployment Compensation	1,000			1,000
72210	212	Regular Instruction Program - Employer Medicare	120,580			120,580
72210	217	Regular Instruction Program - Retirement - Hybrid Stabilization	15,000			15,000
72210	299	Regular Instruction Program - Other Fringe Benefits	12,473			12,473
72210	336	Regular Instruction Program - Maint. & Repair Serv. - Equip.	1,500			1,500
72210	348	Regular Instruction Program - Postal Charges	0			0
72210	355	Regular Instruction Program - Travel	61,108	10,000		71,108
72210	369	Regular Instruction Program - Contract For Sub Teachers-Cert	6,450	6,000		12,450
72210	370	Regular Instruction Program - Contract For Subteacher-Noncer	40,832			40,832
72210	399	Regular Instruction Program - Other Contracted Services	271,647			271,647
72210	432	Regular Instruction Program - Library Books	239,200			239,200
72210	471	Regular Instruction Program - software	0			0
72210	499	Regular Instruction Program - Other Supplies And Materials	238,758	300,000		538,758
72210	524	Regular Instruction Program - In Service/Staff Development	242,000	30,000		272,000
72210	790	Regular Instruction Program - Other Equipment	577,500			577,500
72210 Total			12,859,573	513,000	0	13,372,573
72215	105	Alternative Instruction Prg - Supervisor/Director	217,475			217,475
72215	117	Alternative Instruction Prg - Career Ladder Program	6,000			6,000
72215	123	Alternative Instruction Prg - Guidance Personnel	150,928			150,928
72215	129	Alternative Instruction Prg - Librarians	61,801			61,801
72215	162	Alternative Instruction Prg - Clerical Personnel	68,232			68,232
72215	189	Alternative Instruction Prg - Other Salaries & Wages	235,369	200,000		435,369
72215	201	Alternative Instruction Prg - Social Security	45,867			45,867
72215	204	Alternative Instruction Prg - Pensions	74,054			74,054
72215	206	Alternative Instruction Prg - Life Insurance	264			264
72215	207	Alternative Instruction Prg - Medical Insurance	100,034			100,034

72215	212	Alternative Instruction Prg - Employer Medicare	10,727			10,727
72215	217	Alternative Instruction Prg - Retirement - Hybrid Stabilization	0	200		200
72215	299	Alternative Instruction Prg - Other Fringe Benefits	1,109			1,109
72215	369	Alternative Instruction Prg - Contract For Sub Teachers-Cert	0			0
72215	370	Alternative Instruction Prg - Contract For Subteacher-Noncer	4,060			4,060
72215	432	Alternative Instruction Prg - Library Books	2,709			2,709
72215	499	Alternative Instruction Prg - Other Supplies And Materials	4,060	25,000		29,060
72215	524	Alternative Instruction Prg - In Service/Staff Development	4,000			4,000
72215	790	Alternative Instruction Prg - Other Equipment	6,000			6,000
72215 Total			992,689	225,200	0	1,217,889
72220	105	Special Education Program - Supervisor/Director	109,757			109,757
72220	117	Special Education Program - Career Ladder Program	9,000			9,000
72220	124	Special Education Program - Psychological Personnel	808,237	43,500		764,737
72220	131	Special Education Program - Medical Personnel	730,745			730,745
72220	162	Special Education Program - Clerical Personnel	136,706			136,706
72220	189	Special Education Program - Other Salaries & Wages	253,025	196,757		449,782
72220	196	Special Education Program - In-Service Training	6,000			6,000
72220	201	Special Education Program - Social Security	127,315			127,315
72220	204	Special Education Program - Pensions	205,552			205,552
72220	206	Special Education Program - Life Insurance	821			821
72220	207	Special Education Program - Medical Insurance	285,841			285,841
72220	212	Special Education Program - Employer Medicare	29,775			29,775
72220	217	Special Education Program - Retirement - Hybrid Stabilization	6,000			6,000
72220	299	Special Education Program - Other Fringe Benefits	3,080			3,080
72220	336	Special Education Program - Maint. & Repair Serv. - Equip.	15,000			15,000
72220	355	Special Education Program - Travel	103,000			103,000
72220	399	Special Education Program - Other Contracted Services	34,950			34,950
72220	499	Special Education Program - Other Supplies And Materials	85,000			85,000
72220	524	Special Education Program - In Service/Staff Development	20,000			20,000
72220	599	Special Education Program - Other Charges	11,500			11,500
72220	790	Special Education Program - Other Equipment	26,520			26,520
72220 Total			3,007,824	196,757	43,500	3,161,081
72230	105	Career and Technical Education Program - Supervisor/Director	109,650			109,650
72230	162	Career and Technical Education Program - Clerical Personnel	46,817			46,817
72230	189	Career and Technical Education Program - Other Salaries & Wages	181,943			181,943
72230	201	Career and Technical Education Program - Social Security	20,981			20,981
72230	204	Career and Technical Education Program - Pensions	33,874			33,874
72230	206	Career and Technical Education Program - Life Insurance	125			125
72230	207	Career and Technical Education Program - Medical Insurance	45,026			45,026
72230	212	Career and Technical Education Program - Employer Medicare	4,906			4,906
72230	299	Career and Technical Education Program - Other Fringe Benefits	507			507
72230	355	Career and Technical Education Program - Travel	55,000			55,000
72230	499	Career and Technical Education Program - Other Supplies And Materia	15,000			15,000
72230	524	Career and Technical Education Program - In Service/Staff Developmer	46,500			46,500
72230	790	Career and Technical Education Program - Other Equipment	5,000			5,000
72230 Total			565,329	0	0	565,329
72250	105	Technology - Supervisor/Director	113,528			113,528
72250	120	Technology - Computer Programmer(S)	1,709,188			1,709,188
72250	162	Technology - Clerical Personnel	43,072			43,072
72250	189	Technology - Other Salaries & Wages	236,201			236,201
72250	201	Technology - Social Security	130,323			130,323
72250	204	Technology - Pensions	210,409			210,409
72250	206	Technology - Life Insurance	840			840
72250	207	Technology - Medical Insurance	248,224			248,224
72250	212	Technology - Employer Medicare	30,478			30,478
72250	217	Technology - Retirement - Hybrid Stabilization	0	400		400
72250	299	Technology - Other Fringe Benefits	3,152			3,152
72250	336	Technology - Maint. & Repair Serv. - Equip.	13,000			13,000
72250	350	Technology - Internet Connectivity	516,493			516,493
72250	355	Technology - Travel	13,000			13,000
72250	399	Technology - Other Contracted Services	123,940	300,000		423,940
72250	470	Technology - Cabling	202,000			202,000
72250	471	Technology - Software	272,246			272,246
72250	499	Technology - Other Supplies And Materials	410,000	190,000		600,000
72250	524	Technology - In Service/Staff Development	13,500			13,500
72250	790	Technology - Other Equipment	1,095,000			1,095,000
72250 Total			5,384,594	490,400	0	5,874,994
72260	105	Adult Program - Supervisor/Director	109,757		109,757	0
72260	162	Adult Program - Clerical Personnel	48,690			48,690
72260	201	Adult Program - Social Security	9,823			9,823
72260	204	Adult Program - Pensions	15,860			15,860
72260	206	Adult Program - Life Insurance	60			60
72260	207	Adult Program - Medical Insurance	7,797			7,797

72260	212	Adult Program - Employer Medicare	2,297			2,297
72260	299	Adult Program - Other Fringe Benefits	237			237
72260 Total			194,521	0	109,757	84,764
72310	118	Board Of Education - Secretary To Board	114,950			114,950
72310	191	Board Of Education - Board & Committee Members Fees	150,200			150,200
72310	201	Board Of Education - Social Security	16,439			16,439
72310	204	Board Of Education - Pensions	17,242			17,242
72310	206	Board Of Education - Life Insurance	106			106
72310	207	Board Of Education - Medical Insurance	3,620,307			3,620,307
72310	212	Board Of Education - Employer Medicare	3,844			3,844
72310	299	Board Of Education - Other Fringe Benefits	397			397
72310	305	Board Of Education - Audit Services	63,000			63,000
72310	320	Board Of Education - Dues And Memberships	11,000			11,000
72310	331	Board Of Education - Legal Services	250,000			250,000
72310	399	Board Of Education - Other Contracted Services	10,000			10,000
72310	499	Board of Education - Other Supplies and Materials	0	1,500		1,500
72310	506	Board Of Education - Liability Insurance	833,043			833,043
72310	508	Board Of Education - Premiums On Corporate Surety Bonds	4,033			4,033
72310	510	Board Of Education - Trustee's Commission	3,000,000			3,000,000
72310	513	Board Of Education - Worker's Compensation Insurance	526,381			526,381
72310	524	Board Of Education - In Service/Staff Development	35,000			35,000
72310	533	Board Of Education - Criminal Investigation Of Applicants-Tbi	49,350	50,000		99,350
72310 Total			8,705,292	51,500	0	8,756,792
72320	101	Director Of Schools - County Official/Administrative	399,884			399,884
72320	117	Director Of Schools - Career Ladder Program	2,000			2,000
72320	161	Director Of Schools - Secretary(S)	48,690			48,690
72320	189	Director Of Schools - Other Salaries & Wages	418,626			418,626
72320	201	Director Of Schools - Social Security	53,890			53,890
72320	204	Director Of Schools - Pensions	91,266			91,266
72320	206	Director Of Schools - Life Insurance	347			347
72320	207	Director Of Schools - Medical Insurance	57,204			57,204
72320	212	Director Of Schools - Employer Medicare	12,603			12,603
72320	299	Director Of Schools - Other Fringe Benefits	1,303			1,303
72320	307	Director Of Schools - Communication	100,000			100,000
72320	320	Director Of Schools - Dues And Memberships	15,700			15,700
72320	348	Director Of Schools - Postal Charges	37,180			37,180
72320	355	Director Of Schools - Travel	6,000			6,000
72320	399	Director Of Schools - Other Contracted Services	30,000	50,000		80,000
72320	499	Director Of Schools - Other Supplies And Materials	15,000			15,000
72320	524	Director Of Schools - In Service/Staff Development	25,000			25,000
72320	599	Director Of Schools - Other Charges	55,000			55,000
72320	701	Director Of Schools - Administration Equipment	18,000			18,000
72320 Total			1,387,693	50,000	0	1,437,693
72410	104	Office Of The Principal - Principals	5,836,714			5,836,714
72410	117	Office Of The Principal - Career Ladder Program	55,000			55,000
72410	119	Office Of The Principal - Accountants/Bookkeepers	1,743,962			1,743,962
72410	127	Office Of The Principal - Career Ladder Extended Contracts	8,000			8,000
72410	139	Office Of The Principal - Assistant Principals	8,778,589			8,778,589
72410	161	Office Of The Principal - Secretary(S)	1,683,096			1,683,096
72410	162	Office Of The Principal - Clerical Personnel	2,411,357			2,411,357
72410	201	Office Of The Principal - Social Security	1,272,036			1,272,036
72410	204	Office Of The Principal - Pensions	2,072,188			2,072,188
72410	206	Office Of The Principal - Life Insurance	8,206			8,206
72410	207	Office Of The Principal - Medical Insurance	3,251,743			3,251,743
72410	210	Office Of The Principal - Unemployment Compensation	5,000			5,000
72410	212	Office Of The Principal - Employer Medicare	297,492			297,492
72410	217	Office Of The Principal - Retirement - Hybrid Stabilization	4,000			4,000
72410	299	Office Of The Principal - Other Fringe Benefits	30,775			30,775
72410	307	Office Of The Principal - Communication	235,000			235,000
72410	320	Office Of The Principal - Dues And Memberships	94,820			94,820
72410	369	Office Of The Principal - Contract For Sub Teachers-Cert	5,934			5,934
72410	370	Office Of The Principal - Contract For Subteacher-Noncer	19,488			19,488
72410	399	Office Of The Principal - Other Contracted Services	138,380	65,000		203,380
72410	435	Office Of The Principal - Office Supplies	15,000			15,000
72410	499	Office Of The Principal - Other Supplies And Materials	5,000			5,000
72410	599	Office Of The Principal - Other Charges	759,041			759,041
72410	701	Office Of The Principal - Administration Equipment	70,000			70,000
72410 Total			28,800,821	65,000	0	28,865,821
72510	105	Fiscal Services - Supervisor/Director	492,432			492,432
72510	119	Fiscal Services - Accountants/Bookkeepers	561,004			561,004
72510	122	Fiscal Services - Purchasing Personnel	131,915			131,915
72510	201	Fiscal Services - Social Security	73,491			73,491
72510	204	Fiscal Services - Pensions	120,431			120,431

72510	206	Fiscal Services - Life Insurance	474			474
72510	207	Fiscal Services - Medical Insurance	186,929			186,929
72510	212	Fiscal Services - Employer Medicare	17,187			17,187
72510	299	Fiscal Services - Other Fringe Benefits	1,778			1,778
72510	355	Fiscal Services - Travel	2,000			2,000
72510	399	Fiscal Services - Other Contracted Services	108,000	90,000		198,000
72510	435	Fiscal Services - Office Supplies	25,000			25,000
72510	499	Fiscal Services - Other Supplies And Materials	3,000			3,000
72510	524	Fiscal Services - In Service/Staff Development	7,500	10,000		17,500
72510	701	Fiscal Services - Administration Equipment	12,000			12,000
72510 Total			1,743,141	100,000	0	1,843,141
72520	105	Human Resources/Personnel - Supervisor/Director	142,592			142,592
72520	117	Human Resources/Personnel - Career Ladder Program	0	1,000		1,000
72520	162	Human Resources/Personnel - Clerical Personnel	242,108			242,108
72520	189	Human Resources/Personnel - Other Salaries & Wages	293,326			293,326
72520	201	Human Resources/Personnel - Social Security	42,037			42,037
72520	204	Human Resources/Personnel - Pensions	67,870			67,870
72520	206	Human Resources/Personnel - Life Insurance	271			271
72520	207	Human Resources/Personnel - Medical Insurance	109,064			109,064
72520	212	Human Resources/Personnel - Employer Medicare	9,831			9,831
72520	299	Human Resources/Personnel - Other Fringe Benefits	1,017			1,017
72520	355	Human Resources/Personnel - Travel	1,500			1,500
72520	399	Human Resources/Personnel - Other Contracted Services	285,840	35,000		320,840
72520	499	Human Resources/Personnel - Other Supplies And Materials	15,000		10,000	5,000
72520	524	Human Resources/Personnel - In Service/Staff Development	11,000		10,000	1,000
72520	701	Human Resources/Personnel - Administration Equipment	35,000		25,000	10,000
72520 Total			1,256,456	36,000	45,000	1,247,456
72610	166	Operation Of Plant - Custodial Personnel	9,189,450			9,189,450
72610	189	Operation Of Plant - Other Salaries & Wages	62,558	54,000		116,558
72610	201	Operation Of Plant - Social Security	573,624			573,624
72610	204	Operation Of Plant - Pensions	940,004			940,004
72610	206	Operation Of Plant - Life Insurance	3,700			3,700
72610	207	Operation Of Plant - Medical Insurance	2,076,575			2,076,575
72610	210	Operation Of Plant - Unemployment Compensation	18,000			18,000
72610	212	Operation Of Plant - Employer Medicare	134,154			134,154
72610	299	Operation Of Plant - Other Fringe Benefits	13,878			13,878
72610	328	Operation Of Plant - Janitorial Services	0			0
72610	336	Operation Of Plant - Maint. & Repair Serv. - Equip.	67,000			67,000
72610	399	Operation Of Plant - Other Contracted Services	1,106,380			1,106,380
72610	410	Operation Of Plant - Custodial Supplies	1,155,000	1,000,000		2,155,000
72610	415	Operation Of Plant - Electricity	10,963,943			10,963,943
72610	434	Operation Of Plant - Natural Gas	1,366,384			1,366,384
72610	454	Operation Of Plant - Water And Sewer	1,677,028			1,677,028
72610	499	Operation Of Plant - Other Supplies And Materials	268,735			268,735
72610	502	Operation Of Plant - Building And Contents Insurance	1,117,480			1,117,480
72610	599	Operation Of Plant - Other Charges	55,000			55,000
72610	720	Operation Of Plant - Plant Operation Equipment	1,692,627			1,692,627
72610 Total			32,481,520	1,054,000	0	33,535,520
72620	105	Maintenance Of Plant - Supervisor/Director	602,566			602,566
72620	161	Maintenance Of Plant - Secretary(S)	143,227			143,227
72620	167	Maintenance Of Plant - Maintenance Personnel	3,634,771		54,000	3,580,771
72620	201	Maintenance Of Plant - Social Security	271,594			271,594
72620	204	Maintenance Of Plant - Pensions	445,065			445,065
72620	206	Maintenance Of Plant - Life Insurance	1,752			1,752
72620	207	Maintenance Of Plant - Medical Insurance	806,719			806,719
72620	210	Maintenance Of Plant - Unemployment Compensation	1,000			1,000
72620	212	Maintenance Of Plant - Employer Medicare	63,518			63,518
72620	299	Maintenance Of Plant - Other Fringe Benefits	6,570			6,570
72620	329	Maintenance Of Plant - Laundry Service	21,601			21,601
72620	335	Maintenance Of Plant - Maint. & Repair Serv. - Bldgs.	832,375		100,000	732,375
72620	336	Maintenance Of Plant - Maint. & Repair Serv. - Equip.	840,000		500,000	340,000
72620	355	Maintenance Of Plant - Travel	1,000			1,000
72620	399	Maintenance Of Plant - Other Contracted Services	1,799,788			1,799,788
72620	499	Maintenance Of Plant - Other Supplies And Materials	851,897	500,000		1,351,897
72620	511	Maintenance Of Plant - Vehicle And Equipment Insurance	68,327			68,327
72620	524	Maintenance Of Plant - In Service/Staff Development	16,000			16,000
72620	599	Maintenance Of Plant - Other Charges	10,000			10,000
72620	701	Maintenance Of Plant - Administration Equipment	0			0
72620	717	Maintenance Of Plant - Maintenance Equipment	77,500	100,000		177,500
72620 Total			10,495,270	600,000	654,000	10,441,270
72710	105	Transportation - Supervisor/Director	89,322			89,322
72710	162	Transportation - Clerical Personnel	216,073			216,073
72710	164	Transportation - Attendants	823,715			823,715

72710	189	Transportation - Other Salaries & Wages	158,670			158,670
72710	201	Transportation - Social Security	79,842			79,842
72710	204	Transportation - Pensions	130,838			130,838
72710	206	Transportation - Life Insurance	818			818
72710	207	Transportation - Medical Insurance	302,523			302,523
72710	210	Transportation - Unemployment Compensation	2,000			2,000
72710	212	Transportation - Employer Medicare	18,672			18,672
72710	299	Transportation - Other Fringe Benefits	2,520			2,520
72710	312	Transportation - Contracts W/Private Agencies	589,960			589,960
72710	313	Transportation - Contracts W/Parents	4,000			4,000
72710	315	Transportation - Contracts W/Vehicle Owners	24,381,994			24,381,994
72710	355	Transportation - Travel	12,000			12,000
72710	399	Transportation - Other Contracted Services	1,067,347			1,067,347
72710	499	Transportation - Other Supplies And Materials	118,000			118,000
72710	511	Transportation - Vehicle And Equipment Insurance	83,973			83,973
72710	524	Transportation - In Service/Staff Development	24,500			24,500
72710	599	Transportation - Other Charges	38,750			38,750
72710	701	Transportation - Administration Equipment	60,030			60,030
72710	718	Transportation - Motor Vehicles	0			0
72710	729	Transportation - Transportation Equipment	40,400			40,400
72710 Total			28,245,947	0	0	28,245,947
73300	599	Community Services - Other Charges	45,750.00			45,750
72710 Total			45,750	0	0	45,750
73400	116	Early Childhood Education - Teachers	1,848,040			1,848,040
73400	117	Early Childhood Education - Career Ladder Program	0	4,000		4,000
73400	163	Early Childhood Education - Educational Assistants	855,214			855,214
73400	201	Early Childhood Education - Social Security	167,601			167,601
73400	204	Early Childhood Education - Pensions	274,650			274,650
73400	206	Early Childhood Education - Life Insurance	1,081			1,081
73400	207	Early Childhood Education - Medical Insurance	663,612			663,612
73400	210	Early Childhood Education - Unemployment Compensation	2,000			2,000
73400	217	Early Childhood Education - Retirement - Hybrid Stbilization	0	6,000		6,000
73400	212	Early Childhood Education - Employer Medicare	39,197			39,197
73400	299	Early Childhood Education - Other Fringe Benefits	4,054			4,054
73400	355	Early Childhood Education - Travel	650	500		1,150
73400	369	Early Childhood Education - Contract For Sub Teachers-Cert	12,126			12,126
73400	370	Early Childhood Education - Contract For Subteacher-Noncer	33,292			33,292
73400	399	Early Childhood Education - Other Contracted Services	30,000			30,000
73400	422	Early Childhood Education - Food Supplies	6,500			6,500
73400	429	Early Childhood Education - Instructional Supp & Mat	35,492	75,000		110,492
73400	499	Early Childhood Education - Other Supplies And Materials	10,200			10,200
73400	524	Early Childhood Education - In Service/Staff Development	18,260			18,260
73400	790	Early Childhood Education - Other Equipment	8,000			8,000
Total 73400			4,009,969	85,500	0	4,141,219
76100	399	Regular Capital Outlay - Other Contracted Services	25,000			25,000
76100	799	Regular Capital Outlay - Other Capital Outlay	50,000			50,000
76100 Total			75,000	0	0	75,000
82130	612	Education - Principal on Other Loans	638,208			638,208
82130 Total			638,208	0	0	638,208
82230	613	Education - Interest on Other Loans	17,240			17,240
82230 Total			17,240	0	0	17,240
			491,473,674	4,631,957	4,256,957	491,848,674

This budget amendment cleans up expenditure line items at mid-year. On the revenue side, the budget is amended to reflect collections of disproportionality from IDEA federal funds funds. On the expenditure side the larger items of this clean up amendment reflect the higher cost and demand of custodial supplies, school maintenance supplies and parts, & instructional/support supplies and materials. Also adjustments to salary lines includes additional approved positions not originally budgeted or transferring salaries to correct account numbers. This amendment has a net increase of both current year revenue and expenditures of \$375,000 with no use of fund balance.

Recommended Motion:

To amend Fund 141 to clean up revenue and expenditure line items for a net increase of \$375,000 for both revenue and expenditure line items.

Dr. James Sullivan, Director of Schools

Date

Tammy Sharp, Chairman of the Board