

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

**WORK**  
**SESSION**

**APRIL 22, 2025**  
**5:30 P.M.**

**AGENDA**

**1. CALL TO ORDER**

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

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

Work Session and Board Meeting: led by Katie Darby

**3. APPROVAL OF AGENDA**

**Recommended Motion - to approve the agenda as presented.**

**4. APPROVAL OF CONSENT AGENDA (TAB 1)**

**A. Minutes:** Board Meeting Minutes, April 9, 2025

**B. Bids:** Bid #3800 – PE Equipment (Poplar Hill Elementary)

Bid #3805 – Choir field trip Disneyworld (Central Magnet and Riverdale High)

**C. Nepotism:** Michael Hudson – Lead Custodian – Poplar Hill Elementary

Tyler Erdman – Teacher – Siegel High

Jeffrey Payne – ESL Teacher – LaVergne High

Amanda Payne – ESL Teacher – LaVergne High

**D. Use of Facilities:**

**FACILITIES USE**

4/24/2025

**Fees**

Blackman High

Rutherford County Track and Field Club,  
practice, track, 5/12/25 – 7/17/25, \$100 per  
hour

Oakland High

Pre-College Development Academy, soccer  
game, stadium, 5/23/25, \$275

Oakland High	Ray Bennett – Soccer, scrimmages, stadium, 4/26/25, \$172.50
Whitworth-Buchanan	Murfreesboro Baseball & Softball Assoc., games, sports field, 5/1/25 – 9/30/25, \$18 per hour
Whitworth-Buchanan	U.S. Elite Baseball, practice, sports field, 5/1/25 – 10/31/25, \$18 per hour

**No Fees**

Oakland Middle	US Elite Baseball, practice, sports field, 5/1/25 – 11/1/25, no fees, *In-Kind Agreement
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**E. Non-Faculty Volunteer Coaches:**

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

**The following non-faculty volunteer coach is for the 2024-2025 school year:**

NAME	SCHOOL	SPORT
Smith, Joshua	Riverdale High	Choir
Bowers, Madison	LaVergne High	Archery
Bogle, Tommy	Rock Springs Middle	Baseball
Jason Johnson	LaVergne High	Football
CJ Johnson	LaVergne High	Football

**The following non-faculty volunteer coaches are for the 2025-2026 school year:**

NAME	SCHOOL	SPORT
Lindsey, Caleb	Riverdale High	Girls Basketball
Flowers, Lauren	Riverdale High	Girls Basketball
Shaffer, Charles	Riverdale High	Rugby



Conley, Majesta	Riverdale High	Rugby
Bowers, Madison	LaVergne High	Archery
Bogle, Tommy	Rock Springs Middle	Baseball
Jason Johnson	LaVergne High	Football
CJ Johnson	LaVergne High	Football

#### F. Salary Supplements and Contract Payments:

Name-Certified	NTE Amt.	School	Funded By	Description
Cuyler Lanier	\$2,669.00	Central Magnet	School Funds - Softball	Assistant Softball Coach
Dusty Stearns	\$2,000.00	Central Magnet	Schools Funds	Site Supervision
Angela Allison	\$650.00	Oakland Middle	School Funds - Track	Assistant Coach
Name-non-faculty	NTE Amt.	School	Funded By	Description
Josh Smith	\$22.00 per lesson	Riverdale High School	School Funds - Choir	One on one Voice Instruction

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

**Recommended Motion – to approve the consent agenda as presented.**

#### 5. RUTHERFORD PROUD

**Work Session:** Dr. Lindsay Halford, Visual Art Recognition - In honor of Youth Art Month, students will be recognized for outstanding achievement in the Visual Arts. Pieces by the honorees will be on display at the Rutherford County Schools Central Office.

**Work Session:** Rutherford County Archery teams were hosted by the Tennessee Wildlife Resources Agency; the tournament took place March 12-14 at Miller Coliseum in Murfreesboro. More than 1,900 students from nearly 100 schools across the state competed.

#### 2025 Tennessee State NASP Bullseye Tournament Team Results:

##### Elementary Division

**First-**Christiana - Coaching Staff- Tyler Mingle (HC) and James Steiner, Tara Polson, and Erin Dwyer.

**Middle Division**

**First-** Blackman MS - Coaching Staff- Lucretia Gregg (HC), and Olivia Gregg

**High Division**

**First-** Central Magnet Coaching Staff -Eric Bonanno (HC), Nathan Facine, Julie Phillips, Jeremy Richardson, and Stacie Richardson.

**2025 Tennessee State NASP Bullseye Tournament Individual Results:**

**Elementary Girls Division**

**First-** Buchanan, Lillian Hayes - Coaching Staff - Lori Pittman (HC), SRO Coach Mike Farmer, Rebekah Harris, Sam Baughman, and Brian Layhew.

**Second-** Buchanan, Hailey Logsdon

**Elementary Boys Division**

**First-** Christiana, Gideon Limphaibule

**Middle Girls Division**

**First-** Siegel Middle School, Byrnnie Hill and Millie Humphress placed 3<sup>rd</sup> - Coaching Staff - Jason Gray (HC).

**Middle Boys Division**

**First-** Oakland MS James Stultz - Coaching Staff - Jennifer Watts (HC), Christopher Stultz, Shari Stutz, and Raquel Vega-Gaskins.

**High School Girls Division**

**First-** Central Magnet, Jessica Blunkall

**2025 Tennessee State NASP/IBO 3D Challenge Team Results:**

**Elementary Division**

**First-** Christiana

**2025 Tennessee State NASP/IBO 3D Challenge Individual Results:**

**Elementary Girls Division**

**First-** Plainview, Libby Hammond - Coaching Staff - Erin Hopkins, Michael Agee, and Candice Urias.

**Elementary Boys Division**

**First-** Tabler Murray, Christiana

### **Middle Girls Division**

**First-** Eagleville, Karlie Whisner - Coaching Staff- Jennifer Ricks (HC), Robert Ricks, Dale Taylor, and Jeremy Curtis.

#### **Board Meeting:**

- Strong Outstanding Staff Awards for March/April
  - James Evans will present the monthly RCS Strong Outstanding Staff Awards to a principal, teacher, a support staff member, and a bus driver
- Recognition of RCS Library Media Specialists
  - April is the National School Librarian Month, and we want to recognize our amazing Library Media Specialists

## **6. SPEAKERS (TAB 2)**

**Work Session:** Dr. Jeff McCann to present the charter application review committee's recommendation report.

**Board Meeting:** Presentation by Shanna Groom, the Proclamation by Governor Lee – School Nurse Appreciation Day on May 7, 2025

## **7. INSTRUCTION**

### **I. Novus SMART Academy K-8 Charter School**

**Recommended Motion – to approve or deny the Novus SMART Academy K-8 charter school application as presented by the review committee's recommendation for the 25-26 SY.**

### **II. Rocketship TN 4 Charter School**

**Recommended Motion – to approve or deny Rocketship TN 4 charter school application as presented by the review committee's recommendation for the 25-26 SY.**

### **III. Summer Literacy and Math Camp Materials**

With an emphasis on Science of Reading and Math best practices, Lit Camp and Math Camp curriculum combines high-quality literacy/math instruction and foundational skills development with an engaging summer camp format. The Instruction Department is requesting to purchase these kits that include a leader's guide, LitCamper notebook, high-quality connected text sets, family guides, and access to additional resources available online. The cost to provide the Lit and Math Camp curriculum will be \$165,876.20 and training will be \$7,992.00 which will come from Summer Camp funds from the TN State Department of Education.

**Recommended Motion -to approve Lit and Math Camp curriculum in the amount of \$165,876.20 and Lit and Math Camp training in the amount of \$7,992.00. These amounts will be fully funded by the Summer Camp budget provided by TDOE.**

## 8. LEGAL (TAB 3)

### I. Disciplinary Hearing Appeal - #25-0401

The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) and the Director of Schools to uphold the remandment of a student from Rockvale Middle School. Based on a review of the DHA's record, the Board may:

- A. Affirm the decision of the DHA;
- B. Overturn the decision of the DHA; or
- C. Grant a hearing before the Board.

**Recommended Approval - motion to approve the Board initiate a motion in line with one of the above options as presented.**

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

Director of Schools' Recommendation: Deny.

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

III. Engagement of ACLJ. The Board of Education has received a demand letter to cease the implementation of prayer at the commencement of its meetings. The ACLJ has offered to provide labor at no cost to the Board to assist in the defense of challenges to the implementation of prayer. The ACLJ will not be responsible for any costs or awards against the Board but would provide legal labor support at no cost to the Board. ACLJ's engagement letter is attached.

**Possible Motion - move to approve the Board of Education engaging the ACLJ to defend the Board of Education in regards to any challenges to the practice of prayer at Board meetings.**

## 9. ENGINEERING AND CONSTRUCTION (TAB 4)

I. Rockvale High School Synthetic Field Turf request. Principal Steve Luker is requesting to have synthetic field turf installed adjacent to the weight room. This request is being donated by Warners Athletics with an estimated value of \$25,000.00 Engineering and Construction has reviewed the request and has no objections.

**Recommended Motion - to approve the Rockvale High School synthetic turf request as presented.**

II. Engineering and Construction requests to increase RG Anderson's contract for Smyrna High School: Engineering and Construction is requesting to increase the contract for RG Anderson in the amount of \$200,171.20. These funds will be utilized to replace the remaining

corridor ceiling tile and grid in the existing building. These funds will be shifted from remaining balances in the overall project. No additional funds are needed.

**Recommended Motion - to approve the Smyrna High School ceiling replacement request as presented.**

III. Smyrna Middle Gym Score Board request: Dr. Takisha Ferguson is requesting to enter a contract with Wilson Bank and Trust to fund the installation of a new score board in the gym. The donation cost is \$8,695.00 and will be at no cost to the Board. Mrs. Ridley has reviewed the agreement and has no objection. Engineering and Construction has reviewed the request and has no objections.

**Recommended Motion - to approve the Smyrna Middle basketball score board as presented.**

IV. Lee Road Property. The appraisal on the prospective school site on Lee Road has been completed. The property has appraised for more than the purchase price under the contract. The next phase of examination of the property will be survey, geotechnical, topographical, environmental and other routine studies to determine whether the site is suitable for a prospective school site.

**Recommended Motion - to proceed with the study and testing of the property.**

**10. BUS CONTRACT (TAB 5)**

1. Consideration of Parent Responsibility Zone
2. School bus liability insurance
  - a. request risk management to include bus contractors under new policy
  - b. consider our own BOE liability policy
  - c. offer stipend to bus contractors to provide their own liability insurance
3. Contracted service rates

**11. 25/26 COLA INCREASE/SALARY TABLE (TAB 6)**

**12. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**

**13. FEDERAL RELATIONS NETWORK (FRN) UPDATE**

**14. GENERAL DISCUSSION**

**15. PUBLIC COMMENT\***

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

**16. ADJOURNMENT**

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

**MINUTES OF APRIL 9, 2025**

**Board Members Present**

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

**1. CALL TO ORDER**

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

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

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

Work Session and Board Meeting - Led by Board Member Tammy Sharp

**3. APPROVAL OF AGENDA**

**Motion made by Caleb Tidwell and seconded by Frances Rosales, to approve the agenda as presented.**

**Vote: All yes**

**Motion passes.**

**4. APPROVAL OF CONSENT AGENDA (TAB 1)**

**I. Minutes:** Board Meeting Minutes, March 20, 2025

**II. Bids:** Bid #3803 - Floor Care Products,  
Bid #3799 - Tree Trimming,  
Bid #3801 - LED Signs (Poplar Hill Elem. and Wilson Elem.),  
Bid #3804 - Cabinets and Countertops,  
Bid #3802 - Stem Lab Renovation (Thurman Francis),  
Bid #3791 - Photography,

and an extension request for SPED homebound.  
Request for purchase: summer camp supplies

**III. Nepotism:** Kennesha Nichols – SPED Teacher – Smyrna High School

**IV. Use of Facilities:**

**FACILITIES USE**

4/9/2025

**Fees**

Blackman High	Endure Athletics and The 4EO Community Center, softball tournament fundraiser, sports field, 5/31/25, \$290
Blackman High	James Wilhoit Kicking, football training, sports field, 4/26/25, \$18 per hour
Roy Waldron Elementary	Kappa Tau Sigma Chapter of Sigma Gamma Rho Sorority, meetings, cafeteria, 4/12/25 – 4/11/26, \$18 per hour
Siegel High	Kings Hammer, soccer tournament, stadium, 4/12/25 – 8/1/25, \$150 per game
Siegel High	Tennessee Soccer Club, games, stadium, 4/11/25 – 8/1/25, \$150 per game
Siegel High	TN Tempo FC, games, stadium, 4/11/25 – 2/1/26, \$150 per game
Smyrna High	Tennessee Enforcers Women's Football, game, football field & pressbox, 5/3/2025, \$600

**No Fees**

Barfield Elementary	The Center for Martial Arts Excellence, character education through martial arts, music room, 4/28/25 – 4/30/25, no fees, *In-Kind Agreement
Eagleville School	Eagleville/Rockvale Ministerial Assoc., sunrise worship & breakfast, auditorium, 4/20/25, no fees



Note: Facility use prior to 4/9/25 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.**

#### **V. Non-Faculty Volunteer Coaches:**

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

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

<b>NAME</b>	<b>SCHOOL</b>	<b>SPORT</b>
Kirkindall, Thomas Holt	Central Magnet	Theatre
Ryan, Alexander	Riverdale High	Band
Torres, Daniel	Riverdale High	Band
Wrather, Anna	Oakland Middle	Dance
Wetzel, Lauryn	Siegel High	Cheer
Davenport, Gus	Blackman High	Boys Basketball

#### **VI. Salary Supplements and Contract Payments:**

<b>Name-Certified</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Kevin Meadows	\$1,750.00	Blackman High School	Football	Asst. Coach/Field Maintenance
Paige Suttles	\$1,200.00	Blackman High School	Basketball Cheer	Coach
Kristi Covington	\$1,200.00	Blackman High School	Basketball Cheer	Coach
Andrew Brewer	\$2,000.00	Oakland High School	School Funds - Swimming	Swim Coach - Lessons
Andrew Brewer	\$1,500.00	Oakland Middle	School Funds - Swimming	Spring & Summer Training
Joshua Gumina	\$115.56	Oakland Middle School	School Funds - Band	Solo & Ensemble Judging

Joe Potillor	\$1,500.00	Riverdale High Schools	School Funds - Track	Gate worker/Ticket Seller
Larry Smith	\$700.00	Rockvale High School	School Funds - Track and Field	Timing Track Meet
Joshua Carroll	\$1,500.00	Siegel High School	Various Clubs and Sports	Bus Driving
Shikera Johnson	\$2,000.00	Siegel High School	School Funds - Track	Assistant Coach
Cora Proctor	\$2,000.00	Siegel High School	School Funds - Track	Clerking Track Meets
Jennifer Kinard	\$2,000.00	Siegel High School	School Funds - Track	Assistant Coach
Ashley Wickenheiser	\$2,000.00	Siegel High School	School Funds - Track	Assistant Coach
Brittany Smith	\$2,000.00	Siegel High School	School Funds - Track	Announcer & Award Clerk
Joshua Carroll	\$1,500.00	Siegel High School	School Funds - Track	Assistant Coach
Shawn Middleton	\$2000.00	Siegel high School	Funds from Various Clubs	Bus Driver
Jeremy Stansbury	\$500.00	Siegel Middle School	School Funds - Choir	Bus Driver
Kristy Burns	\$500.00	Smyrna High	School Funds - Boys & Girls Basketball	Ticket Booth Worker
Chad Caldwell	\$1,200.00	Smyrna High	School Funds - Boys & Girls Basketball	Bookkeeper for Boys and Girls Basketball
Andrew Sowards	\$250.00	Stewards Creek High School	School Funds - Basketball	Run Time Clock
Brian Burnham	\$500.00	Stewarts Creek High	School Funds - Football	Field Maintenance
Brian Waite	\$500.00	Stewarts Creek High	School Funds - Football	Field Maintenance
Benjamin Bowers	\$2,500.00	Stewarts Creek High School	School Funds - Baseball	Assistant Coach
Christopher Slaughter	\$2,500.00	Stewarts Creek High School	School Funds - Baseball	Assistant Coach
Richard Beard	\$1,000.00	Stewarts Creek Middle	School Funds - Boys Soccer	Assistant Coach
David Bonilla	\$550.00	Whitworth Buchana Middle	Schools Funds - Track	Assistant Coach

Kimberly Malcolm	\$550.00	Whitworth Buchana Middle	School Funds - Track	Assistant Coach
Mitzi Wilson	\$3,000.00	Oakland High School	Admin Other Expense	Supervision for various areas
<b>Name-Non-Faculty</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
John Heathcott	\$2,000.00	Blackman High School	School Funds - Wrestling	Off Season travel, opening up school/practice 12 months/yr.
Lynn Cooper	\$1,200.00	Blackman Middle	School Funds - Track & Field	Timing
Thomas Kirkindoll	\$1,950.00	Central Magnet	School Funds - Drama	Finishing and Cleaning Anastasia Choreography
Erika Fox	\$1,500.00	Eagleville	School Funds - MS Cheer	MS Cheer Assistant Coach
William Marshall Latimer IV	\$600.00	LaVergne High School	General Athletics	Scoreboard Operator
JoJo Freeman	\$200.00	Oakland High Schools	School Funds - Basketball Boys & Girls	Bookkeeper-Additional amt. of \$200 to the \$800 approved 11/14/24
Jennifer Strayer	\$100.00	Oakland Middle	School Funds - Band	Solo & Ensemble Judging
Erich Smith	\$100.00	Oakland Middle	School Funds - Band	Solo & Ensemble Judging
James Freytag, Jr.	\$100.00	Oakland Middle	School Funds - Band	Solo & Ensemble Judging
David Skinner	\$100.00	Oakland Middle	School Funds - Band	Solo & Ensemble Judging
Karl Wingruber	\$100.00	Oakland Middle	School Funds - Band	Solo & Ensemble Judging
Amy Cooper	\$100.00	Oakland Middle	School Funds - Band	Solo & Ensemble Judging
Sarah Potts	\$100.00	Oakland Middle	School Funds - Band	Solo & Ensemble Judging
James Freytag, Jr.	\$300.00	Oakland Middle	School Funds - Band	Guest Clinician
Tonya Lawson	\$100.00	Oakland Middle	School Funds - Band	Solo & Ensemble Judging
Kathryn Frazier	\$100.00	Oakland Middle	Schools Funds - Band	Solo & Ensemble Judging
Trina Martin	\$1,500.00	Riverdale	School Funds - Track	Various Work at Track Meets

Goldy Wade	\$1,500.00	Riverdale High School	School Funds - Track	Various Work at Track Meets
Alexander Ryan	\$25.00 per lesson	Riverdale High School	School Funds - Band	Lessons & Sectionals
Hailey Cooner	\$200.00	Rock Springs Middle	School Funds- Softball	Asst. Softball Coach
Daniel Torres	\$50 per hour per service	Rockvale High School	Schools Funds - Band	Low Brass Lessons
Wilson Sharpe	\$25.00 per lesson/per student	Smyrna Middle	School Funds- Band	Music Lessons/Bassoon
<b>Classified</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Kristofer Smith	\$3,000.00	Stewarts Creek High School	School Funds - Baseball	Head JV Baseball Coach

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

## **VII. Buses:**

Voluntary termination of the Bus Contract #84 from Kimberly Jernigan, effective as soon as possible.

**Motion made by Katie Darby and seconded by Tammy Sharp, to approve the consent agenda as presented.**

**Vote: All yes  
Motion passes.**

## **5. RUTHERFORD PROUD**

Board Meeting: Math Specialists Dr. Kyle Prince and Melinda Fleischer from the RCS Instruction Department presented the winning entries and students from the annual Desmos Math Contest.

### ***High School Math Competition Winners***

Algebra I  
2<sup>nd</sup> place, Jayden Hwang- Central Magnet School

### Geometry

3<sup>rd</sup> place, Saketh Ramala- Central Magnet School

### Algebra 2

3<sup>rd</sup> place, Jason Lin- Central Magnet School

### Precalculus

1<sup>st</sup> place, John Gamble, Central Magnet School

3<sup>rd</sup> place, Aiden Haynes, Blackman High School

### Calculus

2<sup>nd</sup> place, Elijah Bauer, Central Magnet School

### Statistics

1st place, Jacob Anderson, Central Magnet School

2nd place, Benjamin Xiao, Central Magnet School

3rd place, Lucas Belbin, Riverdale High School

### ***Desmos Art Competition Winners***

#### Teacher Category

2nd place, Samantha Garcia, Stewarts Creek High School

1st place, Johnathan Anderson, Stewarts Creek High School

#### Student Category

Honorable Mention, Madison Sample, Central Magnet School

6<sup>th</sup> place, Vicky Yang, Blackman High School

5<sup>th</sup> place, Heidi McDaniel, Central Magnet School

4<sup>th</sup> place, Xenadra Singzon, Blackman High School

3<sup>rd</sup> place, Collin Sutherland, Stewarts Creek High School

2<sup>nd</sup> place, Zoey Boston, Central Magnet School

1<sup>st</sup> place, Marshal Thompson, Riverdale High School (*and earned a \$500 scholarship from MTSU*)

Ms. Fleischer stated the middle schools will hold its math competition tomorrow, April 10<sup>th</sup> at Middle Tennessee State University.

**Added Agenda Item-** James Evans, Chief Communications Officer, and Communications Specialists Barton Henley and Mealand Ragland presented the new promotional video for Rutherford County Schools that will be launched in a few days.

## **6. SPEAKERS**

Work Session: Colonel Jeffrey L. Gaylord presented the 2025 JROTC Cadet Distinguished Leader Graduate (DLG) awards.

This year has been a banner school year with 18 cadets earning the highly prestigious DLG Award. The following cadets received a certificate, JROTC White Stole and a JROTC drape with white medallion. Congratulations to the 2025 RCS JROTC DLG Awardees!

Cadet Captain Jared C. Garner- Blackman High School  
Cadet Lieutenant Colonel Eva R. Huntley- Oakland High School  
Cadet Captain Christopher T. Gann- Oakland High School  
Cadet Captain Aleigh A. Rodriguez- Oakland High School  
Cadet Lieutenant Colonel Michael R. Campbell- Riverdale High School  
Cadet Major Melanie A. Teyul-Yoe- Riverdale High School  
Cadet Major Crystal Lopez Martinez- Riverdale High School  
Cadet Captain Samuel A. Gravley- Riverdale High School  
Cadet Command Sergeant Major Kyler Ramirez Harris- Riverdale High School  
Cadet Lieutenant Colonel Samantha Olsen- Rockvale High School  
Cadet Colonel Jackson Neal- Rockvale High School  
Cadet Major Yug Patel- Rockvale High School  
Cadet Command Sergeant Major Jonathon Harris- Rockvale High School  
Cadet Lieutenant Colonel Lily G. Arkenberg- Siegel High School  
Cadet Lieutenant Colonel Elsie H. Unverzagt- Stewarts Creek High School  
Cadet Lieutenant Colonel Jimmy R. Prater- Stewarts Creek High School  
Cadet Command Sergeant Major Ashleigh A. Williams- Stewarts Creek High School  
Cadet Major James F. Holaday- Stewarts Creek High School  
Cadet Captain David J. Clements- Stewarts Creek High School  
Cadet Major Samaria L. Burns- Stewarts Creek High School

## **7. PUBLIC COMMENTS\***

1. Allen Youngren – Mr. Youngren spoke about his son's out of state school transfer and expulsion. He requested the Board allow his son an opportunity to attend Rutherford County schools.
2. Lisa Eckman – Not present.
3. Hannah Faulkner – Ms. Faulkner addressed the Board about the recent passed motion regarding prayer and expressed her opinion on the separation of church and state. She spoke about the U.S. founding fathers, the constitution and its creation.
4. Heather Cook – Ms. Cook thanked the Board for opening the meetings with prayer and read several scriptures. She expressed her beliefs on the effects of prayer.
5. Barbara Dillman – Ms. Dillman expressed her gratefulness towards the recent decision of opening meetings with prayer.
6. Reverend Joy Warren – Spoke on behalf of the Local Chapter of Public School Strong and communicated her concerns on House Bill 793 and Senate Bill 836. She asked the Board to adopt a resolution like the one recently passed by Murfreesboro City Schools or proclaim RCS will not eject students or charge students' tuition if bills become law.

7. Lindsay Schultz – Ms. Schultz shared her continued opposition of banning library books. She read scriptures and stated that Jesus cares about everybody. She expressed her frustrations and concerns about limiting students to diverse cultures and societal differences.

8. Judy Whitehill – Ms. Whitehill asked the Board again to accept the recommendations of the media specialists. She spoke against HB 793 and SB 836 and asked the Board to reach out to state representatives to share RCS’ mission of “Investing in Every Student, Every Day.” She asked that the Board draft a resolution much like Murfreesboro City Schools did last night. She stated this is a time to demonstrate human qualities and to support and educate all children.

9. Angela Frederick – Ms. Frederick is a Smyrna resident and came before the board again to speak against removing books from school libraries. She stated in addition to violating first amendment rights, the board is in violation of Board Policy 1.2021.

10. Elizabeth Shepherd – Ms. Shepherd is a school librarian and Blackman High School parent. In addition to supporting the media specialists and opposing book banning, she came to present the data on the hours and taxpayer money spent on removing books from school libraries. She asked for the current board policy to be amended to prevent outrageous amounts of books from being challenged in the future.

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

## **8. LEGAL (TAB 2)**

### **I. 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 making a mass threat. 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.

**Motion made by Butch Vaughn and seconded by Caleb Tidwell, to deny the admission of this Transfer Student Under Discipline as presented.**

**Vote: All yes**

**Motion passes.**

### **II. Transfer Student Under Discipline (2)**

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for a Title IX finding. 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.

**Motion made by Butch Vaughn and seconded by Stan Vaught, to deny the admission of this Transfer Student Under Discipline as presented.**

*Motion withdrawn*

**Amendment to the Motion made by Frances Rosales and seconded by Caleb Tidwell, to postpone decision until the following board meeting.**

*Amendment withdrawn*

*Jeff Reed clarified that all motions have been withdrawn.*

**New Motion made by Katie Darby and seconded by Frances Rosales, to postpone the decision until the next board meeting to gather more information on the new evidence.**

**Vote: All yes**

**Motion passes.**

### III. Transfer Student Under Discipline (3)

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for causing an extreme disruption in the classroom.

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.

**Motion made by Butch Vaughn and seconded by Frances Rosales, to deny the admission of this Transfer Student Under Discipline as presented.**

**Vote: All yes**

**Motion passes.**

### IV. Transfer Student Under Discipline (4)

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

**Motion made by Butch Vaughn and seconded by Caleb Tidwell, to deny the admission of this Transfer Student Under Discipline as presented.**

**Vote: All yes**



**Motion passes.**

V. Transfer Student Under Discipline (5)

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for making a threat. 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.

**Motion made by Butch Vaughn and seconded by Tammy Sharp, to deny the admission of this Transfer Student Under Discipline as presented.**

**Vote: All yes**

**Motion passes.**

VI. Disciplinary Hearing Appeal - #25-0301

The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) to uphold the remandment of a student from Simon Springs Community School. Based on a review of the DHA's record, the Board may:

- A. Affirm the decision of the DHA;
- B. Overturn the decision of the DHA; or
- C. Grant a hearing before the Board.

**Motion made by Caleb Tidwell and seconded by Frances Rosales, to (A.) Affirm the decision of the DHA.**

**Vote: All yes**

**Motion passes.**

**9. ENGINEERING AND CONSTRUCTION (TAB 3)**

- I. Blackman High School video score board request. Principal Justin Smith is requesting to install a video score board at the football stadium. The cost of the project is \$256,865.00 and will be funded with a loan to the Field Enhancement Organization from First American Bank. The score board is like one already approved by the Board for Rockvale High. Engineering and Construction has reviewed the request and has no objections.

**Motion not made.**

**All board members said "Aye"**

**Project request passes.**

- II. Blackman High School softball outfield deck request: Principal Justin Smith is requesting to construct a 16 x 16 pressure treated deck area outside the right center field fence. The area will be utilized as a fan experience area. The materials and labor for the project are being donated and this project is at no cost to the Board. Engineering and Construction department has reviewed the request and has no objection.

**Motion made by Frances Rosales and seconded by Caleb Tidwell, to approve the Blackman High School softball deck project as presented.**

**Vote: All yes**

**Motion passes.**

- III. Smyrna High School baseball stadium naming request: Principal Dr. Sherri Southerland is requesting to name the baseball stadium in honor of Sonny Gray. Sonny had a decorated career at Smyrna High and Vanderbilt University. He is currently pitching for the St. Louis Cardinals following an extensive career with MLB. Engineering and Construction has reviewed the request and has no objection.

**Motion made by Butch Vaughn and seconded by Tammy Sharp, to approve the Smyrna High School Baseball Stadium naming as presented.**

**Vote: All yes**

**Motion passes.**

- IV. Poplar Hill Road & Sewer Easements. The new Poplar Hill school site requires some widening to Blackman Rd to safely access the schools. The Rutherford County Highway Department has kindly agreed to complete the portion of the road widening work beyond where the school contractor's responsibility stops and to also fund the cost of said construction. The school system needs to acquire the right of way easements along Blackman Road to enable the County Highway Department to begin. In addition, sewer easements are needed across some properties to tie into sewer to serve the school site.

**Motion made by Frances Rosales and seconded by Butch Vaughn, to authorize Board Attorney Jeff Reed to negotiate with the affected landowners and to obtain the right of way and sewer easements needed for Poplar Hill, including using eminent domain if necessary.**

**Vote: All yes**

**Motion passes.**

## **10. INSTRUCTION (TAB 4)**

- I. Rutherford County Schools Academic Calendar 2025-2026

The calendar committee met and made revisions on March 21<sup>st</sup>. The newly requested changes are shown in red and purple.

Dr. Sullivan stated the reason for the revision was due to the primary election date that was made for May 5, 2026.

**Motion made by Butch Vaughn and seconded by Caleb Tidwell, to approve the 2025-2026 academic calendar as presented.**

**Vote: All yes**

**Motion passes.**

- II. State moved from 6-year to 8-year textbook adoption process. To balance RCS run schools' budget in GP 141, RCS cut textbook line item and communicated intention to use fund balance for upcoming purchase of science textbooks.

**Textbooks:**

Elementary	\$3,181,095
Middle	\$748,555
High	\$2,724,764

**Motion made by Katie Darby and seconded by Butch Vaughn, to approve purchase of science textbooks in the amount of \$6,654,414 utilizing fund balance.**

**Vote: All yes**

**Motion passes.**

**11. SAFETY**

**Motion made by Tammy Sharp and seconded by Frances Rosales, to approve the purchase of metal detectors from Communication Technologies for Rutherford County Schools 25-26 SY.**

**Vote: All yes**

**Motion passes.**

**12. FINANCIAL MATTERS (TAB 5)**

- I. Fund 141 Fund Balance Amendment

This budget amendment is to reflect the receipt of additional state revenue not included in the original budget. It includes moving Innovative Schools Model grant funding around to appropriate accounts, add funding for weapon detection systems, funding an additional day added to the calendar year for 12 month classified hourly employees, and adding funds to maintenance contracted service accounts for multiple projects that have increased expenditures. This amendment has a net increase of both current year revenue and expenditures of \$4,000,000 with no use of fund balance. There are not any reoccurring costs included in this amendment.

**Motion made by Butch Vaughn and seconded by Katie Darby, to amend Fund 141 for a net increase of \$4,000,000 in both revenue and expenditure lines.**

**Vote: All yes**  
**Motion passes.**

## II. Fund 141 Fund Balance Amendment

This budget amendment is to reflect the State of TN moving from a six to eight-year textbook adoption process. To balance RCS Fund 141 GP budget, the textbook line item was cut in FY 24/25 and the intention to use Fund 141 Unassigned fund balance was communicated previously regarding the purchase of science textbooks. This amendment will decrease Fund 141 Unassigned fund balance and increase expenditure account 71100-430-Bound Textbooks in the amount of \$6,654,414.

**Motion made by Frances Rosales and seconded by Butch Vaughn, to approve the use of Fund 141 General Purpose Schools Unassigned Fund balance for the purchase of required science textbook adoption in the amount of \$6,654,414.**

**Vote: All yes**  
**Motion passes.**

## 13. BOOK REVIEW (TAB 6)

Dr. Chastain presented a visual overview of the book review process to provide what has been done thus far and moving forward. This was also National Library Week and National Library Workers Day. She recognized librarians and educational assistants for the phenomenal job they do.

Internal reviews for the following titles have been completed

1. *A Clockwork Orange* by Anthony Burgess

**Motion made by Stan Vaught and seconded by Frances Rosales, to remove *A Clockwork Orange* by Anthony Burgess.**

**Vote: All yes.**  
**Motion passes.**

2. *A Love Story Starring my Dead Best Friend* by Emily Horner

**Motion made by Butch Vaughn, to remove *A Love Story Starring my Dead Best Friend* by Emily Horner.**

**Motion failed for lack of second.**

**Motion made by Stan Vaught and seconded by Claire Maxwell, to retain *A Love Story Starring my Dead Best Friend* by Emily Horner upon the recommendation from media specialist for high school grades only.**

**Roll Call Vote:**

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

**Vote: Majority**  
**Motion passes.**

3. *Adjustment Day* by Chuck Palahniuk

**Motion made by Stan Vaught and seconded by Frances Rosales, to remove *Adjustment Day* by Chuck Palahniuk.**

**Vote: All yes.**  
**Motion passes.**

4. *All Boys Aren't Blue* by George M. Johnson

**Motion made by Tammy Sharp and seconded by Katie Darby, to remove *All Boys Aren't Blue* by George M. Johnson.**

**Vote: All yes.**  
**Motion passes.**

5. *Bumped* by Megan McCafferty

**Motion made by Stan Vaught and seconded by Claire Maxwell, to retain *Bumped* by Megan McCafferty upon recommendation from media specialist for high school grades with parental consent.**

**Roll Call Vote:**

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

**Vote: Majority**

**Motion passes.**

6. *Daughters Unto Devils* by Amy Lukavics

**Motion made by Stan Vaught and seconded by Frances Rosales, to retain *Daughters Unto Devils* by Amy Lukavics upon recommendation from media specialist for 11<sup>th</sup> and 12<sup>th</sup> high school grades only with parental consent.**

**Roll Call Vote:**

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

**Vote: Majority  
Motion passes.**

7. *Emergency Contact* by Mary H. K. Choi

**Motion made by Stan Vaught and seconded by Claire Maxwell, to retain *Emergency Contact* by Mary H. K. Choi upon recommendation from media specialist for 11<sup>th</sup> and 12<sup>th</sup> high school grades only with parental consent.**

**Roll Call Vote:**

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

**Vote: Majority  
Motion passes.**

8. *Fade* by Lisa McMann

**Motion made by Stan Vaught and seconded by Claire Maxwell, to retain *Fade* by Lisa McMann upon recommendation from media specialist for high school grades only.**

**Roll Call Vote:**

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

**Vote: Majority.**

**Motion fails.**

**Motion made by Caleb Tidwell and seconded by Katie Darby, to remove *Fade* by Lisa McMann.**

**Roll Call Vote:**

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

**Vote: Majority.**

**Motion passes.**

**9. *Fire Force, Book 1* by Atsushi Ohkubo**

**Motion made by Caleb Tidwell and seconded by Katie Darby, to remove *Fire Force, Book 1* by Atsushi Ohkubo.**

**Roll Call Vote:**

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

**Vote: Majority.**

**Motion passes.**

10. *Guyaholic* by Carolyn Mackler

**Motion made by Stan Vaught and seconded by Frances Rosales, to retain *Guyaholic* by Carolyn Mackler upon recommendation from media specialist.**

**Roll Call Vote:**

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

**Vote: Majority.  
Motion passes.**

11. *Juliet Takes a Breath* by Gabby Rivera

**Motion made by Stan Vaught and seconded by Frances Rosales, to remove *Juliet Takes a Breath* by Gabby Rivera.**

**Vote: All yes.  
Motion passes.**

12. *Lady Midnight (1) (The Dark Artifices)* by Cassandra Clare

**Motion made by Stan Vaught and seconded by Claire Maxwell, to retain *Lady Midnight (1) (The Dark Artifices)* by Cassandra Clare upon recommendation from media specialist for high school grades only.**

**Roll Call Vote:**

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

**Vote: Majority  
Motion fails.**



13. *Lexicon* by Max Barry

**Motion made by Katie Darby and seconded by Caleb Tidwell, to remove *Lexicon* by Max Barry.**

**Vote: All yes.**

**Motion passes.**

14. *Maybe Now* by Colleen Hoover

**Motion made by Butch Vaughn and seconded by Frances Rosales, to remove *Maybe Now* by Colleen Hoover.**

**Vote: All yes.**

**Motion passes.**

15. *Me, Earl, and the Dying Girl* by Jesse Andrews

**Motion made by Caleb Tidwell and seconded by Katie Darby, to remove *Me, Earl, and the Dying Girl* by Jesse Andrews.**

**Roll Call Vote:**

**Katie Darby - Yes**

**Stan Vaught - No**

**Frances Rosales - Yes**

**Butch Vaughn - Yes**

**Caleb Tidwell - Yes**

**Tammy Sharp - Yes**

**Claire Maxwell – No**

**Vote: Majority.**

**Motion passes.**

16. *Plan A* By Deb Caletti

**Motion made by Butch Vaughn and seconded by Katie Darby, to remove *Plan A* By Deb Caletti.**

**Roll Call Vote:**

**Frances Rosales - Yes**

**Butch Vaughn - Yes**

**Caleb Tidwell - Yes**

**Tammy Sharp - Yes**

**Stan Vaught - No**  
**Katie Darby - Yes**  
**Claire Maxwell – No**

**Vote: Majority**  
**Motion passes.**

17. *Real Live Boyfriends* by E. Lockhart

**Motion made by Stan Vaught and seconded by Claire Maxwell, to retain *Real Live Boyfriends* by E. Lockhart for 11<sup>th</sup> and 12<sup>th</sup> grades only with parental consent.**

**Roll Call Vote:**

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

**Vote: Majority.**  
**Motion passes.**

18. *The Detour* by S.A. Bodeen

**Motion made by Stan Vaught and seconded by Claire Maxwell, to retain *The Detour* by S.A. Bodeen upon recommendation from media specialist for high school grades only.**

**Roll Call Vote:**

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

**Vote: 3- Yes, 3- No, 1- Present**  
**Motion fails.**

19. *The Testaments* by Margaret Atwood

**Motion made by Tammy Sharp and seconded by Katie Darby, to remove *The Testaments* by Margaret Atwood.**

**Roll Call Vote:**

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

**Vote: Majority  
Motion passes.**

*20. This is Kind of an Epic Love Story* by Kacen Callender

**Motion made by Katie Darby and seconded by Caleb Tidwell, to remove *This is Kind of an Epic Love Story* by Kacen Callender.**

**Roll Call Vote:**

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

**Vote: Majority  
Motion passes.**

*21. You Know, Sex: Bodies, Gender, Puberty, and Other Things* by Cory Silverberg

**Motion made by Butch Vaughn and seconded by Tammy Sharp, to remove *You Know, Sex: Bodies, Gender, Puberty, and Other Things* by Cory Silverberg.**

**Roll Call Vote:**

**Katie Darby - Yes  
Stan Vaught - Pass  
Frances Rosales - Yes  
Butch Vaughn - Yes  
Caleb Tidwell - Yes**

**Tammy Sharp - Yes**  
**Claire Maxwell – Pass**

**Vote: Majority.**  
**Motion passes.**

22. *"You Too? 25 voices share their #MeToo stories"* edited by Janet Gurtler.

**Motion made by Stan Vaught and seconded by Claire Maxwell, to retain “*You Too? 25 voices share their #MeToo stories*” edited by Janet Gurtler for 11<sup>th</sup> and 12<sup>th</sup> grades only.**

**Roll Call Vote:**

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

**Vote: Majority.**  
**Motion fails.**

#### **14. FINANCIAL REPORT**

- Fund 143 budget discussion – Dr. Sullivan provided a budget overview (and handouts) to the Board which included TISA estimates, charter school enrollment dollar figures, the opening costs of Poplar Hill, scheduled salary staff increases, high school computers, operation costs and transportation.
- Fund 177 budget discussion - Dr. Sullivan will report at a later date.

#### **15. DIRECTOR’S UPDATE**

Nothing new to report.

#### **16. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**

Nothing new to report.

#### **17. FEDERAL RELATIONS NETWORK (FRN) UPDATE**

Nothing new to report.

## 18. GENERAL DISCUSSION

Stan Vaught stated he has met with bus contractors at three separate meetings for four hours each to attempt to come to an agreement. He plans on presenting options to vote on at the next board meeting.

## 19. ADJOURNMENT

**Motion made by Katie Darby to adjourn the meeting at 7:50 pm.**

*\*Executive Session followed the Board Work Session, April 8, 2025*

### Approval of Agenda Minutes

\_\_\_\_\_  
**Claire Maxwell, RCS BOE Chairman**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Dr. James Sullivan, RCS Director of Schools**

\_\_\_\_\_  
**Date**

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

**Bid #3800 - PE Equipment (Poplar Hill Elementary)**

Item	Description	BSN	Game One	Pyramid School	Quill	S & S Worldwide	School Health	School Specialty	Team Athletics
1	Basketballs- Voit Lite 80 Intermediate (color set of 6)	\$ 55.20		\$ 69.99		*\$33.57	\$ 71.06	*\$46.08	\$ 64.62
2	Sportime CPT Soccer Balls, Size 5, Set of 6		\$ 92.80	\$ 56.94		\$ 30.71	\$ 72.92	\$ 64.61	\$ 71.82
3	Cones - 12" Game Cones- Color My Class set of 6	\$ 37.20	\$ 48.93	\$ 41.99		\$ 9.54	\$ 55.32	\$ 42.99	
4	Cones - 28" Color My Class set of 6	\$ 127.80	\$ 158.00	\$ 146.99			*\$90.35	\$ 111.48	
5	Pool Noodles					\$ 63.74	\$ 58.30		
6	Balance Beam- Sportime EduBeam	\$ 676.40						\$ 79.78	
7	Parachute- 30 " with 24 handles	\$ 107.40	\$ 309.00	\$ 106.50		\$ 166.00	\$ 170.98	\$ 211.84	
8	Pinnies- Mesh (2 colors- 30 of each)	\$ 1.27	\$ 3.78	\$ 1.99			\$ 1.02	\$ 3.50	\$ 4.97
9	Dice- 3.25" Foam Dice (6 color pack)	\$ 16.30				\$ 16.53	\$ 9.74		
10	Spectrum™ XXL Mesh Bag Set (Set of 6)	\$ 14.40				\$ 39.50	\$ 15.16		
11	Tuff Coated Foam Super 90- 3.5" pack of 6	\$ 22.20	\$ 31.61	\$ 25.95		\$ 24.41	\$ 14.83	\$ 22.46	
12	ClassicCoat Squeeze Coated-Foam Balls- 6.3" pack of 6	\$ 57.40	\$ 67.03	\$ 61.99		\$ 80.47	\$ 90.09	\$ 45.62	
13	ClassicCoat Squeeze Coated-Foam Balls- 7" pack of 6	\$ 69.60	\$ 110.69			\$ 67.60	\$ 154.79		
14	ClassicCoat Squeeze Coated-Foam Balls - 8.25" pack of 6	\$ 108.00	\$ 129.27			\$ 116.66	\$ 180.59	\$ 79.78	
15	Polyspots- Spot Markers (set of 12)	\$ 10.44	\$ 19.98	\$ 17.50		*\$4.83	\$ 13.32	\$ 24.66	
16	Cush Fleece Balls (set of 6)	\$ 13.20				\$ 23.16	\$ 9.48	\$ 11.28	
17	Ball Pump	\$ 72.37	\$ 114.51	\$ 96.88	\$ 92.56		\$ 67.29	\$ 91.61	\$ 149.00
18	Bean Bags- 5" Rainbow Nylon Beanbags (set of 6 with bag)	\$ 9.67	\$ 16.48	\$ 18.99			\$ 8.17	\$ 4.70	
19	Buckets- Rainbow Team BucketStack Game- Set of 36	*\$79.20	\$ 203.00			\$ 252.05	\$ 154.79	\$ 200.00	
20	Foam Lollipop Paddles 7" Handle (color set of 6)	\$ 41.40	\$ 64.94	\$ 64.99		\$ 44.93	*\$24.57	\$ 36.98	

**Bid #3800 - PE Equipment (Poplar Hill Elementary)**

Item	Description	BSN	Game One	Pyramid School	Quill	S & S Worldwide	School Health	School Specialty	Team Athletics
21	Paddles-Rainbow PerfectPaddle Paddles- Set of 24 paddles and 12 balls	\$ 206.40	\$ 258.24				\$ 112.64		
22	Tug O War Rope			\$ 58.99		\$ 37.83	\$ 338.83		
23	Jump Ropes- Sportime Adjustable Length Jump Ropes, 9 Feet Maximum, Assorted Colors, Set of 6	\$ 12.60				\$ 10.89	\$ 13.03	\$ 10.59	
24	Scooters ClassPlus UltimateScooter Packs (set of 24 plus storage cart)	*\$1,238.68	\$ 2,241.53				*\$403.60		
25	Golf Putters- DOM JuniorSwing Full Size Golf Club Putter, 31 Inches						\$ 26.65	\$ 17.25	
26	Mats - Tumbling 4x8' 2" Bonded Foam	\$ 420.89	\$ 458.73				\$ 374.09	\$ 262.00	
27	Playground Balls- VOIT (color set of 6)	\$ 22.20	\$ 29.81	\$ 28.95	\$ 33.94	\$ 32.94	\$ 27.33	*\$19.90	\$ 41.94
28	Bowling Pins		\$ 43.90	\$ 59.90	\$ 80.85		\$ 41.11	\$ 40.71	
29	Pop Up Goals- Black - 72"W x 48"H x 48"D (set of 2)	\$ 58.22	\$ 135.21	\$ 119.95			*\$31.48	*\$47.95	
30	Foam Frisbees- Rainbow Koala Coated-Foam Discs (set for 48)	\$ 304.40	\$ 344.54				\$ 287.60	\$ 122.88	
31	Hockey Sticks- 36" Shield Plastic-Shaft Floor Hockey Sticks (12 pack)	\$ 140.65	\$ 129.54			*\$52.49	\$ 118.67	\$ 108.16	
32	Hockey Pucks- CRAMER HOCKEY PUCKS (6-PACK)		\$ 15.15			\$ 9.35	\$ 7.52		
33	Volleyball Trainers- Rainbow Rally Lite Volleyball Trainers (colors set of 6)	\$ 76.66	\$ 159.05	\$ 59.95			\$ 68.76	\$ 58.00	\$ 107.82
34	Curve-A-Beam	\$ 65.44				\$ 59.47	\$ 71.32	\$ 68.00	
35	Beach Balls- Sportime Beach Balls, 10 Inches, Assorted Colors, Set of 6		\$ 12.55				\$ 14.58		
36	Scarves- Rainbow Juggling Scarves (216 scarves in 6 colors)	\$ 70.92				\$ 81.64	\$ 69.98	\$ 59.85	
37	Hula Hoops- 30" Durahoop (12 pack)	\$ 66.00	\$ 45.35		\$ 61.92	\$ 35.84	\$ 61.08	\$ 39.68	

**Bid #3800 - PE Equipment (Poplar Hill Elementary)**

Item	Description	BSN	Game One	Pyramid School	Quill	S & S Worldwide	School Health	School Specialty	Team Athletics
38	Fitness Skillastics	\$ 268.62				\$ 250.47	\$ 254.55	\$ 231.19	
39	9 Square in the Air Deluxe Game Set - Neon					\$ 919.64	\$ 841.58	\$ 749.00	
40	Exercise Balls-series-8 fitness™ yoga & exercise ball 75cm/29.5in	\$ 15.55					\$ 23.21		
41	Rollers Racers					\$ 90.30	\$ 120.39	\$ 96.00	
42	Mats -TRAPEZOID SKILL SHAPE MAT 4' X 2.5' X 3'	\$ 1,277.93					\$ 2,158.59	\$ 1,035.00	
43	Hopscotch Mats	\$ 54.80				*\$16.59	\$ 85.99	\$ 39.00	
44	Bats- 29" Rainbow UltraGrip Foam Baseball Bats (set of 6)	\$ 91.20	\$ 120.42	\$ 103.95			\$ 66.21	\$ 111.85	
45	Tees- MACGREGOR OFFICIAL BATTING TEE (set of 6)	\$ 191.00		\$ 265.00			*\$15.75		\$ 240.00
46	Cone Covers Numbers 1-12	\$ 15.60					\$ 13.34		
47	Volleyball Net	\$ 26.59	\$ 55.54	\$ 35.00			\$ 41.55	\$ 22.66	\$ 25.00
48	Standards	\$ 885.74	\$ 1,258.60	\$ 995.00			\$ 1,247.85		
49	Half Cones (6 color set of 50)	\$ 15.60	\$ 72.27			\$ 16.47	\$ 9.12	\$ 26.98	
50	Dice- Large Foam 6" (set of 2)	\$ 38.88	\$ 18.15	\$ 16.40		\$ 19.19	\$ 9.03		
51	Wiffle Balls- Softball Size (Pack of 6)	\$ 6.36	\$ 14.28	\$ 5.85		\$ 5.77	\$ 5.46	\$ 5.54	\$ 9.50
52	Teaching Beanbags Pack	NO BIDS							
53	NutriPlay Food Beanbags						\$ 36.66		
54	Sport Bit Hand Pump	\$ 4.70	\$ 6.95				\$ 6.32	\$ 3.63	\$ 7.00
55	Soccer Cones with Carry Bag and Holder						\$ 32.91	\$ 26.98	
56	Foam Practice Golf Balls - Dozen		\$ 32.77			\$ 11.17	\$ 9.34		
57	GoSports Pure Putt Challenge Mini Golf Game							\$ 19.94	
58	Boys Girls Kids Stacking Cups (12 Pack Green)	\$ 22.17				\$ 21.85	\$ 18.33	\$ 19.09	



**Bid #3800 - PE Equipment (Poplar Hill Elementary)**

Item	Description	BSN	Game One	Pyramid School	Quill	S & S Worldwide	School Health	School Specialty	Team Athletics
59	Step Platform Health Club Size with 4 Adjustable Risers	\$ 49.28				\$ 73.37	\$ 101.47	\$ 46.80	
60	Deluxe Vinyl Floor Tape	\$ 6.35	\$ 8.92	\$ 7.95			\$ 8.17	\$ 5.95	
61	Gamme Low Compression tennis balls (48/box)	\$ 97.20	\$ 95.00	\$ 78.95			\$ 62.72		

Mailed to 30 vendors  
22 vendors did not respond

\*Did not meet bid specifications

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

To be funded through Building Program and GPS for new schools.

**Bid # 3805 Choir Field Trip - Disneyworld  
Central Magnet and Riverdale High  
(March 26-29, 2026)**

Item #	Description	Bob Rogers Travel	EDU Trips	WorldStriudes
1	Quad Occupancy (70-80 paying students) Cost per student	\$ 1,699.00	\$ 1,885.00	\$ 1,758.00
2	Double Occupancy (5-10 paying passengers) Cost per person	\$ 1,799.00	\$ 1,933.00	\$ 1,968.00

Mailed to 14 vendors  
11 vendors did not respond

Recommend: Motion to award to Bob Rogers Travel for overall lowest and best bid as shown.

To be funded through Central Magnet and Riverdale High



STATE OF TENNESSEE

# PROCLAMATION

BY THE GOVERNOR

**WHEREAS**, school nurses have played a critical role in improving public health and promoting students' academic success for more than one hundred years; and

**WHEREAS**, many children face complex and life-threatening health problems that require care while attending our schools; and

**WHEREAS**, school nurses serve as an important conduit between students and parents, the local community and healthcare providers by promoting wellness and improving health outcomes; and

**WHEREAS**, school nurses support the health and educational success of children and youth by providing access to care when their cognitive development is at its peak; and

**WHEREAS**, we recognize the hard work and dedication of our school nurses in Tennessee and commend them for their continued efforts;

**NOW, THEREFORE**, I, Bill Lee, Governor of the State of Tennessee, do hereby proclaim  
May 7, 2025 as

*School Nurse Appreciation Day*

in Tennessee and encourage all citizens to join me in this worthy observance.



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official seal of the State of Tennessee to be affixed at Nashville on this third day of March 2025.

*Bill Lee*

Governor

*Joe Hargett*

Secretary of State

## MEMORANDUM

DATE: April 10, 2025  
TO: Dr. James Sullivan, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline (1)

---

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for a Title IX finding.

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.



DISTRICT OF COLUMBIA  
201 Maryland Ave NE  
Washington, DC 20002  
T: (202) 546-8890

TENNESSEE  
625 Bakers Bridge Ave. St. 105-121  
Franklin, TN 37067  
T: (615) 599-5572

VIRGINIA  
1000 Regent University Dr.  
Virginia Beach, VA 23464  
T: (757) 226-2489

April 17, 2025

Rutherford County Schools Board of Education  
Attn: Jeffrey Reed, Esq.  
jreed@mborolaw.com

***Re: ACLJ Retainer Agreement***

Dear Attorney Reed and Board of Education Members,

We are pleased that you have asked us to represent the Rutherford County Schools Board of Education (“Board”) to defend the Board’s decision to continue the tradition that began decades ago of opening its meetings with a voluntary moment of silence and/or prayer. The ACLJ agrees to advise the Board and respond to legal demands and/or threats challenging the Board’s practice of opening its meetings with the voluntary moment of silence and/or prayer. This retainer agreement will serve to outline the terms of our engagement. Representation by the ACLJ is limited to the matter described above

The ACLJ will employ our best efforts and professional judgment regarding all decisions affecting your case or matter. We will at all times endeavor, when appropriate, to discuss these matters with you fully before personnel or resources are committed on your behalf. We recognize that the final authority regarding legal strategy lies with the client, and we will work on your behalf pursuant to the authority you have given us. We sincerely hope that our relationship will be fruitful, but in the unlikely event that a disagreement arises between yourself and the ACLJ that cannot be resolved, we retain the right to withdraw our appearance on your behalf upon reasonable notice to you and subject to the applicable rules of law, professional ethics, or court approval.

Please understand that by signing this Agreement, we are not agreeing to file a lawsuit on your behalf.

**ACLJ PUBLICATION OF CASE:**

Because of the public nature of this matter, the ACLJ may be asked to discuss your situation with various media sources, including via social media. In addition, it may be deemed helpful to others in circumstances similar to yours to let them know of your case on the “Sekulow” radio program, or on other ACLJ media, including social media and the ACLJ’s website, [www.ACLJ.org](http://www.ACLJ.org), so that their rights can be protected too. Please let us know at the time that you sign this Agreement if you are opposed to the disclosure of any specific facts of your case to the public via written materials, radio, or television programs, etc, otherwise you have consented to this provision.

**CONTACT INFORMATION:**

In order for us to properly represent you, it is necessary for you to always provide us with your current address, email address and phone numbers where you can be reached at all reasonable times. It is important that you listen to and strongly consider the advice we give you. You are to leave all contact with the opposing parties’ agents and attorneys to us and shall not contact them directly unless specifically authorized by us to do so.

You understand that any statements made by you may be used against you in litigation. You understand that in the event the opposing party and its attorneys or agents attempt to contact you, you will direct such contact to the ACLJ. You therefore agree not to contact or speak with the opposing party or its attorneys or agents, unless we authorize it, and will direct such contact to the ACLJ.

You acknowledge that you will cooperate with the ACLJ’s attorneys and that you will preserve and provide the necessary or relevant documentation, data, and information in a timely fashion to the ACLJ upon the ACLJ’s request.

**LEGAL FEES/COSTS:**

You will not be responsible for the payment of our legal fees for your case. The ACLJ is a non-profit corporation under IRS Code Section 501(c)(3). You understand, however, that you alone are responsible for paying any fines, attorneys fees, penalties, costs, or damages assessed against Client personally due to your misconduct or any award of attorneys’ fees or costs awarded by the court in favor of the opposing party.

The ACLJ and any participating attorneys may request that their legal fees and costs be paid by the opposing party pursuant to applicable law. Client agrees that the ACLJ and any participating attorneys provided by the ACLJ may collect and retain an award of attorneys’ fees and litigation costs from the opposing party to the extent permitted by law. Client further agrees that if this case is resolved through settlement, the ACLJ and its participating attorneys may be entitled to attorneys’ fees and costs as provided by law, and Client authorizes the ACLJ to negotiate such fees and costs as part of the settlement agreement.



## **WORKING WITH OTHER COUNSEL:**

By signing this Agreement with the ACLJ, you acknowledge that you are required to disclose whether you have previously retained other legal counsel for this same matter, and that you are not currently represented by other legal counsel in this matter, other than by Mr. Reed. You further acknowledge that if you hire other legal counsel hereafter, without the ACLJ's knowledge, the ACLJ may immediately withdraw representation in this matter.

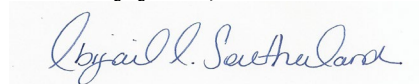
When prudent or necessary to do so, ACLJ attorneys may associate with other attorneys to assist in the review, preparation, or presentation of your case.

You also acknowledge that ACLJ and other counsel assisting in the case have made no promises about the outcome of this matter and/or how long it will take for this matter to be resolved. You acknowledge that ACLJ and any local counsel working with ACLJ cannot guarantee any particular result and that any opinion offered by them in the future about possible results and/or when the matter will be resolved will not constitute a guarantee.

\* \* \* \* \*

If you are in agreement with the terms and conditions contained herein, please sign a copy of this letter and return it to us by email, fax, or mail.

Sincerely yours,



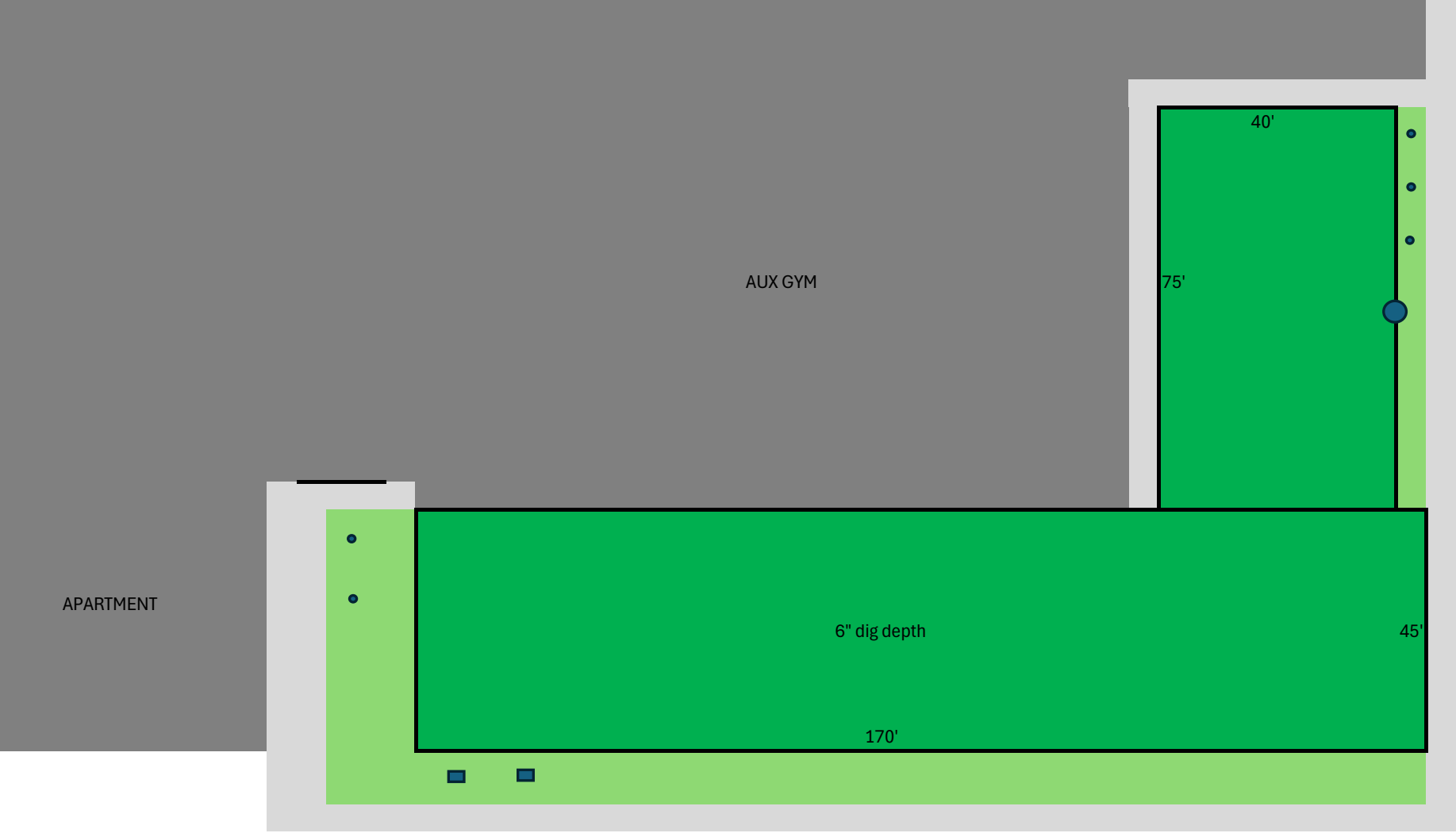
Abigail Southerland\*  
Senior Litigation Counsel  
AMERICAN CENTER FOR LAW & JUSTICE  
*\*Admitted in Tennessee*

**I have read the contents of this letter and agree to its terms.**

Dated: \_\_\_\_\_ 2025 \_\_\_\_\_







Rutherford County Schools

Application for Campus Construction Project

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

1. School Name - *Rockvale High School*
2. Principal - *Steve Luke*
3. Project Name - *weightroom turf area*
4. Assistant Principal who is overseeing the project - *JASON CATCHFIELD*
5. Does project support recreational sports, athletics or education? - *yes/athletics, & strength/conditioning, and academics- advanced P.E.*
6. Does this project meet all gender equity criteria? - *yes*
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.)  
*Athletics, weights courses, advanced P.E.*
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate.  
*\$-Donated project*
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources. *Donated project*
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? *Warner Athletics*  
Do construction plans meet criteria for funding?
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan *N/A*
12. Do you have a site layout showing where this project will be constructed on campus?  
*yes, emailed*
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? *yes, we will have to have a one call completed. Depth of turf, no more than one foot down.*
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? *Not yet*
15. Are plans drawn and stamped by Architect/ Engineer? *NO*

16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes) *No*
17. What is your time line for completion of project? When will it start and when will it be completed? *Summer 2025, <sup>no of</sup> May / 1<sup>st</sup> of June start, - completed by Aug.*
18. If stated that construction project is at no cost to school Board all cost should be included in project. This includes electrical, plumbing, and mechanical services. *Project is at no cost to the board.*
19. Do you have a contractor for constructing/completing the project? What is the name of Contractor? If no, who will be overseeing the project from the community and who will be doing the work? *Warner Athletics*

# RGANDERSON

## CONTRACTORS ENGINEERS

1801 West End Avenue \* Suite 1800 \* Nashville, Tennessee 37203  
PHONE: 615-329-1789 FAX: 615-321-4555

### PROPOSAL FOR CHANGE ORDER

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PROJECTS:	Smyrna High School Additions & Renovations	PROPOSAL NUMBER:	SEVENTY (74)
LOCATION:	Smyrna, TN	DATE OF PROPOSAL:	March 26, 2025
OWNER:	Rutherford County Schools	RGA PROJECT NUMBER:	P-3501
ARCHITECT:	Goodwyn Mills Cawood	ARCHITECT PROJECT NUMBER:	ANAS220032

PER YOUR REQUEST, THE FOLLOWING SUMMARIZES THE SCOPE OF WORK AND ITEMIZES COST AND TIME CHANGES TO THE CONTRACT.

#### DESCRIPTION OF CHANGE:

PCO 74 - Replacment Existing ACT Ceilings (Grid and ACT Tile)

Total Cost of Proposed Change: \$200,171.20

PCO 74 - Replacment Existing ACT Ceilings (ACT Tile)

Total Cost of Proposed Change: \$158,249.00  
Calendar days of extension of time requested: Zero (0)

NO WORK ASSOCIATED WITH RELOCATING SPRINKERS, LIGHTS, EQUIPMENT, NEW ABOVE CELING WORK, OR LOW VOLTA

*The prompt approval or rejection of this proposal is requested so that materials may be purchased if required and the change can be incorporated into the scope of work. Signatures in the spaces provided below will indicate your intent or to issue a Change Order to the Contract in the amount shown above.*

SUBMITTED BY:  
R.G. ANDERSON COMPANY, INC.

OWNER'S AUTHORIZED REPRESENTATIVE:

BY:	<u>Robert Anderson</u>	BY:	<u></u>
TITLE:	<u>Sr. Project Manager</u>	TITLE:	<u></u>
DATE:	<u>March 26, 2025</u>	DATE:	<u></u>







# THE WORKMAN COMPANY, INC.

*Established 1946*

---

2917 ARMORY DRIVE  
NASHVILLE, TENN. 37204  
TELEPHONE: (615) 244-8262

R.G. Anderson Company, Inc.  
Atten: Ralph Lee

DATE: 03/25/25

RE: Smyrna High School-  
Ceiling Tile Replacement

Ralph,

We propose to furnish the material and labor as required to remove and replace the existing ceiling tiles in the corridors, gang bathrooms and the auditorium of the older building sections to match the ceiling tiles in the new addition completed last year. Our price includes furnishing the roll-off dumpsters.

**Total Bid \$111,882.00**

To remove and replace the existing ceiling grid at all areas to receive new tile  
**Our add price will be \$97,410.00**

Thank you,



Clif Butner  
The Workman Company, Inc.

# AMERICAN COMMERCIAL INDUSTRIAL ELECTRIC

3/26/2025

Ralph Lee  
R. G. Anderson Company, Inc.

RE: Smyrna High School Ceiling Replacement

We are pleased to provide the following electrical proposal for the project referenced above.  
Thank you for considering American Commercial Industrial Electric for your electrical requirements.

American Commercial Industrial Electric is certified as a "Small Business Enterprise."

OPTION #1	REMOVAL OF GRID	\$ 74,526.00
PERFORMANCE & BID BOND FOR OPTION #1	IF REQUIRED	\$ 1,491.00
OPTION #2	REMOVAL OF CEILING GRID ONLY	\$ 50,257.00
PERFORMANCE & BID BOND FOR OPTION #2	IF REQUIRED	\$ 1,005.00

## PRICING NOTE:

- This proposal/bid is expressly contingent upon the current price and availability of materials quoted herein. Given current market dynamics and uncertainty, the subcontractor specifically reserves the right to adjust or rescind the bid/proposal price should there be material increases in excess of 10% in material costs and/or should there be changes in material availability.
- The Subcontract price herein was based upon the price and availability of materials at the time of preparation. Should material prices increase more than 10% and/or should material availability/procurement be delayed, the Subcontractor shall be entitled to a Subcontract price and time adjustment to account for material price and material procurement delays. The Subcontractor shall not be liable for project delays due to unforeseen changes in material availability and/or procurement.
- In the event that any tariffs, taxes, or import duties are enacted, increased, or modified by any governing body (local, national, or international) that directly affect the cost of goods, materials, or services under this Agreement, the Parties agree that the price of the goods and/or services provided under this Agreement may be adjusted to account for the increase in such costs. Such adjustments will be communicated in writing, along with supporting documentation.



**Scope of Work:**

The scope of work shall include only the work set forth in the following descriptions **inclusive of the proposal clarifications listed on pages 4 through 7**. This proposal does not include the furnishing and/or installation of additional requested devices, either by the local authority having jurisdiction, contractor, Architect / Engineer, or owner that is not currently indicated. Our electrical proposal includes the following.

- Provide and install electrical per electrical drawings by:
- DRAWINGS No: A0.21 DATED: 1/17/2023
- SPECIFICATIONS No: N/A DATED: N/A

### Clarifications:

- Option #1 includes tying up 2X4 lights, exit signs, auditorium can lights, occupancy sensors, fire alarm devices, and intercom speakers.
  - Option #2 includes tying up exit signs, auditorium can lights, occupancy sensors, fire alarm devices, and intercom speakers. ACIE anticipates the 2X4 lights will remain in place in the grid, and no work is being done with all the 2X4 lights.
  - ACIE has excluded any replacement of wire or conduit for the existing fixtures.
  - ACIE has excluded any new lighting fixtures or devices.
  - ACIE has excluded any work with the AV Speakers and theatrical lights in the auditorium.
  - ACIE has anticipated all work being done on regular time, and all the work being completed during Rutherford County School's summer break.
- **EXCAVATION & TRENCH WORK DETAILS:**
- **TRENCH LENGTH:** N/A
  - **PRIMARY LENGTH:** N/A
  - **SECONDARY LENGTH:** N/A
  - **COMMUNICATION LENGTH:** N/A
- See pages 4 through 7 of proposal clarifications.

**Changes in Scope of Work**

- Any changes in this scope of work will be performed only after a written change order is executed by the parties hereto.

**This Proposal is valid for 30 days from the proposal date.**

**Terms and Conditions:**

1. All invoices submitted for work performed hereunder are to be paid 30 days from the date of invoice.
2. All invoices that remain unpaid after 30 days of the invoice date shall be subject to a finance charge of 2% per month until paid in full.
3. Should American Commercial Industrial Electric, L.L.C., at any time engage the services of an attorney for the purposes of enforcing this agreement, including, without limitation, the collection of any sums and amounts due and owing to American Commercial Industrial Electric, L.L.C., American Commercial Industrial Electric, L.L.C., will be entitled to recover all costs and expenses, inclusive of attorney's fees incurred as a result thereof.
4. The exclusive jurisdiction and venue for any dispute or claim that arises out of this agreement shall be the state or a federal court having jurisdiction in Davidson County, Tennessee.
5. **An increase in the price of any major item of material between the date of this bid proposal and the date of procurement shall warrant an equitable adjustment in the subcontract price.**
6. **American Commercial Industrial Electric shall be entitled to an equitable adjustment in the price of work resulting from changes of schedule acceleration, out-of-sequence work, or delay caused by others.**

We appreciate the opportunity to be included in this project. If you need additional information, please contact Mark Lanus at 615-291-6585 or at 615-438-1128

---

**American Commercial Industrial Electric, L.L.C**

**By accepting this proposal, the customer agrees to the scope of work, Base Price, and terms and Conditions set forth herein.**

**Accepted:**

Company/Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
P.O #: \_\_\_\_\_ Date: \_\_\_\_\_

ID Number: 00055781

TYPE – **CE**

LIC Status: Active

Exp. Date

9/30/2025

**PROPOSAL CLARIFICATIONS**

<b>SYSTEMS</b>	<b>INCLUDED</b>	<b>NOT INCLUDED</b>	<b>G.C. PROVIDED</b>	<b>COMMENTS</b>
Distribution Switchgear		<b>X</b>		
EXPEDITE GEAR		<b>X</b>		
Interior Lighting	<b>X</b>			TYING UP THE FIXTURES ONLY
Exterior Lighting		<b>X</b>		
Fire Alarm		<b>X</b>		
Telephone / Data		<b>X</b>		
Security		<b>X</b>		
Card Access		<b>X</b>		
CCTV		<b>X</b>		
Paging		<b>X</b>		
Intercom		<b>X</b>		
Clock		<b>X</b>		
Nurse Call		<b>X</b>		
Audio / Visual		<b>X</b>		
Building Management		<b>X</b>		
Generator / ATS		<b>X</b>		
HVAC Control		<b>X</b>		
Wiring / rough-in				
Lightning Protection		<b>X</b>		
Heat Tracing		<b>X</b>		
Fire Suppression		<b>X</b>		
Seismic Support		<b>X</b>		
<b>RACEWAYS</b>	<b>INCLUDED</b>	<b>NOT INCLUDED</b>	<b>G.C. PROVIDED</b>	<b>COMMENTS</b>
1/2" Minimum		<b>X</b>		
MC Cable		<b>X</b>		
EMT Conduit		<b>X</b>		
PVC Conduit (Schedule 40)		<b>X</b>		
Galvanized Rigid Conduit		<b>X</b>		
ENT		<b>X</b>		
Aluminum Conduit		<b>X</b>		
Stainless Steel Conduit		<b>X</b>		
Cable Tray		<b>X</b>		
Wiremold		<b>X</b>		
Romex		<b>X</b>		

**PROPOSAL CLARIFICATIONS**

<b>CONDUCTORS</b>	<b>INCLUDED</b>	<b>NOT INCLUDED</b>	<b>G.C. PROVIDED</b>	<b>COMMENTS</b>
Aluminum Feeders		<b>X</b>		
THWN / THNN		<b>X</b>		
XHHW		<b>X</b>		
THHN Tray Cable		<b>X</b>		
<b>WIRING DEVICES</b>	<b>INCLUDED</b>	<b>NOT INCLUDED</b>	<b>G.C. PROVIDED</b>	<b>COMMENTS</b>
Standard Grade		<b>X</b>		
Specification		<b>X</b>		
Floor Boxes		<b>X</b>		
Medical Grade		<b>X</b>		
<b>SITE / INTERIOR</b>	<b>INCLUDED</b>	<b>NOT INCLUDED</b>	<b>G.C. PROVIDED</b>	<b>COMMENTS</b>
Excavation / Backfilling Electrical Primary		<b>X</b>		
Excavation / Backfilling Electrical Secondary		<b>X</b>		
Excavation / Backfilling Phone		<b>X</b>		
Excavation / Backfilling Cable TV		<b>X</b>		
Excavation / Backfilling Site Lighting		<b>X</b>		
Rock Excavation		<b>X</b>		
Spoil Removal		<b>X</b>		
Asphalt / Cutting Patching		<b>X</b>		
Concrete Cutting		<b>X</b>		
Layout		<b>X</b>		
Painting of Conduit		<b>X</b>		
<b>CONCRETE</b>	<b>INCLUDED</b>	<b>NOT INCLUDED</b>	<b>G.C. PROVIDED</b>	<b>COMMENTS</b>
Duct Banks		<b>X</b>		
Light Pole Bases		<b>X</b>		
Light Pole Bases / Dig Hole		<b>X</b>		
Utility Company Transformer Pad		<b>X</b>		
House Keeping Pads		<b>X</b>		
Re-enforcing Steel		<b>X</b>		
Generator Pad		<b>X</b>		
Core Drilling		<b>X</b>		

## PROPOSAL CLARIFICATIONS

[illegible]

**PROPOSAL CLARIFICATIONS**

<b>MISCELLANEOUS</b>	<b>INCLUDED</b>	<b>NOT INCLUDED</b>	<b>G.C. PROVIDED</b>	<b>COMMENTS</b>
<b>Permits</b>				
<b>Performance Bond</b>		<b>X</b>		
<b>Bid Security</b>		<b>X</b>		
<b>Utility Company Fees / Charges</b>		<b>X</b>		
<b>Utility Company Transformer / Metering</b>		<b>X</b>		
<b>Overtime</b>		<b>X</b>		
<b>Cutting / Sealing of Roof Penetrations</b>		<b>X</b>		
<b>Cutting of Ceiling Tiles for Light Fixtures</b>		<b>X</b>		
<b>Fire Caulking</b>		<b>X</b>		
<b>Rigging Hoisting</b>		<b>X</b>		
<b>Painting</b>		<b>X</b>		
<b>Telephone Backboards</b>		<b>X</b>		
<b>Demolition</b>		<b>X</b>		
<b>Handling / Disposal of Contaminated Material</b>		<b>X</b>		
<b>Modification of Existing Systems not listed</b>		<b>X</b>		
<b>Ceiling Access Panels</b>		<b>X</b>		
<b>Liquidated Damages</b>		<b>X</b>		
<b>Prevailing Wages</b>		<b>X</b>		
<b>Telephone Utility Company Fees</b>		<b>X</b>		
<b>BIM</b>		<b>X</b>		
<b>Electrical Coordination Study</b>		<b>X</b>		
<b>NETA Testing</b>		<b>X</b>		
<b>Contingency Fund</b>		<b>X</b>		
<b>ERRC SYSTEM</b>		<b>X</b>		
<b>ERRC SYSTEM TEST</b>		<b>X</b>		
<b>Ceiling Wire Hangers</b>		<b>X</b>		
<b>Area of Refuge</b>		<b>X</b>		

## CONTRACTUAL AGREEMENT

This agreement, dated this \_\_\_\_ day of March 2025 is to serve as a legal and binding agreement by and between the parties herein, for the purpose of defining the promises and warranties of and by Smyrna Middle School, located at 712 Hazelwood Dr. Smyrna, TN 37167 hereinafter referred to as “Benefactor” and Wilson Bank & Trust, referred to herein as “Sponsor.”

Wilson Bank & Trust does hereby agree to provide a total donation to Smyrna Middle School equal to and no greater than \$8,695.00 (Eight - Thousand and Six-Hundred and Ninety - Five Dollars) payable in one lump sum.

For said donation, benefactor does hereby agree to use the funds towards the purchase of a 2240P (8’ x 7’) Basketball Scoreboard plus a SP8X21-ID (8’ x 21’’) Wilson Bank and Trust Sponsor Panel and a 2236P (8’ x 3’) Basketball Scoreboard as invoiced by Varsity Scoreboards (Invoice # 16363671837). Sponsor will be the Main sponsor on the Basketball Scoreboards. The Benefactor will work with the Sponsor’s marketing department to ensure the Sponsor’s logos and other branding elements are approved before use on the Basketball Scoreboards for the length of term of this agreement.

The benefactor agrees to provide and pay for any necessary maintenance needed to ensure the Basketball Scoreboard’s are operational for all practices, games, and other events held at the school coinciding with the term of this agreement. This includes making sure any Wilson Bank & Trust branding on the scoreboard’s is always clean, legible, and represents the Wilson Bank & Trust brand in a manner that is acceptable to Wilson Bank & Trust. If at any time, the Basketball Scoreboard’s need to be replaced or repaired, the Wilson Bank & Trust branding will remain as part of the new Basketball Scoreboard’s in its original format for the remaining term of the agreement. The benefactor agrees to cover all costs related to the replacement and repair of a new Basketball Scoreboard’s if needed prior to the end of this agreement.

This agreement requires the Benefactor to open and/or maintain their school deposit accounts and any additional school related deposit relationships with the sponsor. The Sponsor will also have the ability to promote Wilson Bank and Trust products and seminars to the students, staff, and faculty of Smyrna Middle School. The deposit relationship with the sponsor will remain throughout the entire term of this agreement. The Sponsor will have first right of refusal to extend this agreement at the end of the 5 (Five) year term upon negotiations between the two parties.

This binding agreement will be in place once signed through the completion of the 2030 school year.

**Benefactor: Smyrna Middle School**

---

Claire Maxwell, Rutherford County School Board Chair

Date: \_\_\_\_\_

James Sullivan, Rutherford County Schools Superintendent

Date: \_\_\_\_\_

**Sponsor: Wilson Bank & Trust**

\_\_\_\_\_  
Scott Jasper, EVP, Chief Administration Officer

Date: \_\_\_\_\_



**PREPARED FOR:**

RUTHERFORD COUNTY BOARD OF EDUCATION  
C/O MR. JEFF REED, ESQUIRE  
HUDSON, REED & CHRISTIANSEN, PLLC  
16 PUBLIC SQUARE NORTH  
MURFREESBORO, TENNESSEE 37130

**APPRAISAL REPORT OF:**

5405 LEE ROAD  
SMYRNA, RUTHERFORD COUNTY, TN 37167  
OWNERSHIP: GERALD B. LEE, ET AL  
TAX MAP 51, PARCEL 18.00

**APPRAISED BY:**

ERIC L. BOOZER, MAI, AI-GRS, CCIM  
STATE CERTIFIED REAL ESTATE APPRAISER, CG-389  
*BOOZER & COMPANY, P.C.*  
106 MISSION COURT, SUITE 1001  
FRANKLIN, TENNESSEE 37067

**EFFECTIVE DATE OF APPRAISAL:**

APRIL 1, 2025

**DATE OF REPORT:**

APRIL 4, 2025

April 4, 2025

Rutherford County Board of Education  
c/o Mr. Jeff Reed, Esquire  
Hudson, Reed & Christiansen, PLLC  
16 Public Square North  
Murfreesboro, Tennessee 37130

**RE: Appraisal Report of:**  
5405 Lee Road  
Smyrna, Rutherford County, TN 37167  
Ownership: Gerald B. Lee, et al  
Tax Map 51, Parcel 18.00

Dear Mr. Reed:

In accordance with your request, we have personally inspected and appraised the above captioned property for the purpose of developing an opinion of "as is" market value of the fee simple estate. The results of our appraisal are communicated in the attached **Appraisal Report**, which is intended to comply with the reporting requirements set forth in Standards Rule 2-2 of USPAP.

The intended use of this appraisal is to assist our client and intended user, Rutherford County Board of Education c/o Mr. Jeff Reed, Esquire in proposed acquisition proceedings. This report is for the exclusive use of the client and intended users. Boozer & Company, P.C. is not responsible for unauthorized use of this report.

This subject of this appraisal consists of a  $\pm 161.7$ -acre tract of land located on the south side of Lee Road approximately 0.7 mile west of Rocky Fork Road in an unincorporated area of Rutherford County adjacent to the city limits of the Town of Smyrna, TN. According to tax records, existing improvements consist of a 2,950 SF residence built in 1900; 2,200 SF barn built in 1930, and multiple outbuildings built between 1930 and 1950. To our knowledge, the residence has not been occupied for an extended period of time and the condition of existing improvements is poor. Based on the subject's highest and best use, the existing buildings do not contribute additional value. The subject property is identified as Parcel 18.00 on Tax Map 51 by the Rutherford County Property Assessor's Office. The property has a street address of 5405 Lee Road, Smyrna, TN 37167.

According to a Seller-executed Real Estate Purchase Agreement, the subject property is presently under contract to sell for an agreed price of "\$80,000 per surveyed acre based on a new survey to be obtained by Buyer." Among other items, the pending contract requires the Buyer to be able to extend water, sewer and electric utilities to the boundary of the Property with adequate capacity for Buyer's proposed use of the Property. To our knowledge, the extension of required utilities in adequate capacity is physically possible and the Buyer's share of the proposed cost is \$1,006,800, which is mainly attributed to a needed upgrade of the water line.

**Extraordinary Assumptions:** The "as is" market value concluded in this appraisal is based on the Extraordinary Assumption that the extension of water, sewer, and electricity to the subject property at the required capacity is possible and financially feasible in accordance with all applicable governmental authorities and utility providers necessary to provide these utilities to the subject property. **The use of extraordinary assumptions could have an effect on assignment results.**

Mr. Reed  
Page 2  
April 4, 2025

To the best of our knowledge, this report conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation (as required by the Financial Institutions Reform, Recovery and Enforcement Act - FIRREA). The person signing this report has the knowledge and experience to complete the assignment competently. The person signing this report is duly licensed by the appropriate state to perform this level of appraisal under certificate number CG-389.

The client provided site-specific information, which included a copy of the pending contract, proposed site plan, and utility upgrade cost information. The market value included herein is based on our personal inspections, the furnished data, and other pertinent information. This appraisal is based on the assumption that the furnished information is true and correct.

The appraisal report, which follows, contains a summary of our investigation and analysis. The pertinent facts and data, which we believe applicable to the property, are discussed and the reasons leading to our estimate of market value are included. The acceptance of this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

**"As Is" Market Value Opinion**

Based upon my investigation, and subject to the extraordinary assumptions, general assumptions and limiting conditions as set forth in the report, it is my opinion that the "as is" market value of the subject property's fee simple estate, as of April 1, 2025, was:

**FOURTEEN MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS**

**\$14,350,000**

The exposure period of the property, based on the market value estimate shown above, is estimated to be twelve months or less.

We would like to thank you for selecting our firm for this assignment and if we may be of further assistance, please advise.

Sincerely,

**BOOZER & COMPANY, P.C.**



Eric L. Boozer, MAI, AI-GRS, CCIM  
State Certified General Real Estate Appraiser, CG-389

**Extent of  
Appraisal  
Process:**

The following Appraisal Report is intended to comply with requirements set forth under the Financial Institutions Reforms Recovery and Enforcement Act (FIRREA); the Interagency Appraisal and Evaluation Guidelines; and the Uniform Standards of Professional Appraisal Practice (USPAP) effective January 1, 2024. In the completion of this assignment, the appraiser signing this report has adhered to the Competency Rule of the Uniform Standards of Professional Appraisal Practice.

**Significant  
Observations  
and Limiting  
Conditions:**

Information regarding the subject property is based on my physical inspections, as well as pertinent information from public records, public officials, real estate professionals, and other reliable sources. The market value estimate contained herein is based on the assumption that the public and furnished information is true and correct.

**Extraordinary Assumptions:** The “as is” market value concluded in this appraisal is based on the Extraordinary Assumption that the extension of water, sewer, and electricity to the subject property at the required capacity is possible and financially feasible in accordance with all applicable governmental authorities and utility providers necessary to provide these utilities to the subject property. **The use of extraordinary assumptions could have an effect on assignment results**

*Extraordinary Assumption:* An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. *Comment:* Uncertain information might include physical, legal, or economic characteristics of the subject property, or conditions external to the property, such as market conditions or trends, or about the integrity of data used in an analysis. (USPAP, 2020-2021 ed.)

**Property  
Identification:**

Address: 5405 Lee Road, Smyrna, Rutherford County, TN 37167  
Ownership: Gerald B. Lee, II, individually & as conservator for Evelyn Johns Lee.

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**Map/Parcel:** Tax Map 51 / Parcel 18.00

**Intended Use and User of Appraisal:** The intended use of this appraisal is to assist our client and intended user, Rutherford County Board of Education c/o Mr. Jeff Reed, Esquire in proposed acquisition proceedings. This report is for the exclusive use of the client and intended users. Boozer & Company, P.C. is not responsible for unauthorized use of this report.

**Definition of Market Value:** All estimates of value prepared for agency acquisitions shall be based on "market value" –as defined and set forth in the *Tennessee Pattern Jury Instructions* 2<sup>nd</sup> Edition to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied".

**Property Rights:** Fee Simple Estate

**Definition of Fee Simple Estate:** Fee simple estate is defined as "*Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*" (The Dictionary of Real Estate Appraisal, 7<sup>th</sup> Edition, AI).

**Ownership History:** To the best of my knowledge, title to the subject property is currently vested in **Gerald B. Lee, II, individually and Gerald B. Lee, II, as conservator for Evelyn Johns Lee.**

Ownership was reportedly conveyed on 12/1/2021 from Ben H. Johns (deceased) by Last Will & Testament of record in Will Book 75, Page 787. Additional conveyances included 1/3 interest from Ben H. Johns to Richard G. Johns on 7/8/1983 (Deed Book 327/Page 24) and 1/3 interest from Ben H. Johns to Gerald B. Lee on 7/8/1983 (Deed Book 322, Page 829).

Ben H. Johns previously acquired ownership on 7/1/1982 from Elizabeth C. Gentry, individually and as Executrix of the Estate of Joseph W. Gentry, deceased and Joan Gentry Johson, Trustee under the last Will and Testament of Joseph W. Gentry. This conveyance is recorded in Deed Book 312, Page 705, Register's Office for Rutherford County, Tennessee (RORCT). The affirmed consideration shown on this deed was \$68,000.

I was furnished with a pending Seller-executed Real Estate Purchase Agreement, which includes an agreed price of "\$80,000 per surveyed acre". To my knowledge, there have been no other recorded transactions of the subject property in the past three years. The above title information is provided only to give a general background of the ownership history of the subject property. The ownership information contained herein is assumed to be accurate; however, we do not guarantee any of the title history shown above. We recommend a professional title search be conducted by a qualified attorney.

**Legal Description:** A copy of the metes and bounds legal description included in the deed of record is located in the addenda of this report.

**Effective Date:** April 1, 2025

**Report Date:** April 4, 2025

**Scope of the Appraisal:** The effective date of the appraisal is April 1, 2025, the date of my last physical inspection. To my knowledge, there has been no substantial changes in the subject property between the effective date and the report date. I researched the subject's immediate neighborhood and Rutherford County for comparable land sales. Sources used to collect and verify data included public records, real estate appraisers, real estate brokers, and commercial sales data services. The preparation of this report included the following:

- inspected and photographed subject property on April 1, 2025;
- reviewed recorded deeds, plats, maps, tax information, and ownership records;

- obtained and reviewed site-specific information pertaining to the subject property provided by client including pending contract, site plan, and cost information related to utility upgrades;
- analyzed tax assessment and zoning data;
- analyzed the Smyrna/Rutherford County area, the subject neighborhood, and the subject property with respect to prevailing market conditions and property values;
- researched and collected comparable market data relevant to this assignment;
- analyzed the data gathered to arrive at the highest and best use of the subject property;
- analyzed market data for application in the sales comparison approach;
- estimated market value of the fee simple estate;
- estimated exposure time based on market value opinion.

**Neighborhood  
Data:**

**General Boundaries:** The neighborhood generally consists an area in northwestern Rutherford County with rough boundaries identified as Interstate 840 to the south; Interstate 24 to the east; Rocky Fork Almadale Road to the west and Rock Springs Road to the north.

**Land Uses:** The neighborhood is approximately 50% to 60% developed and comprised primarily of single-family residential and agricultural/woodland uses. In the central part of the neighborhood there are the relatively new Stewarts Creek Elementary, Middle, and High Schools. Most of the non-residential uses are found in the eastern end of the neighborhood. Some of these include the Southpark industrial park and a mixture of other commercial uses are located in the vicinity of the I-24/Almadale Road interchange. A variety of churches, public parks, etc. are interspersed throughout the neighborhood.

**Access/Transportation:** A few of the primary traffic routes serving the interior of neighborhood are Almadale Road, Rock Springs Road, and Rocky Fork Almadale Road. TDOT's estimates for annual average daily traffic (AADT)

volume along these roadways in 2024 were 22,469 (Almaville Road); 10,557 (Rock Springs Road); and 3,251 (Rocky Fork Almaville Road). The subject is located on Lee Road, which does not have a reported TDOT AADT.

**Competitive Advantages/Disadvantages:** The subject neighborhood benefits from an excellent location within close proximity to the recently completed Stewarts Creek elementary, middle, and high school. Access is considered very good considering the variety and number of transportation routes. Disadvantages include 100-year floodplain areas inhibiting and restricting development to some extent. The lack of public sewer service and water capacity could also impede or slow down development in some parts of the neighborhood.

**Conclusion:** Overall, the area is considered to be an emerging neighborhood that benefits from its proximity to major traffic thoroughfares, schools, and other community services. Other than some specific floodplain areas along existing creeks, there are no apparent factors or conditions within the neighborhood that would significantly adversely affect property values. There are ample amounts of land available for additional development in the subject neighborhood. With the exception of water and sewer service in some areas, all other necessary utilities are presently available in sufficient quantity to allow additional growth. A proposed upgrade to increase water capacity in the Cooks Lane and Lee Road vicinity has been prepared with beneficiaries to share in the infrastructure project cost. As many areas of the subject neighborhood are annexed and incorporated into the city limits of Smyrna, growth is expected to continue. The outlook for the neighborhood is very good with additional development anticipated and property values expected to continue to appreciate in the near future.



**Zoning:** According to the Rutherford County, Tennessee zoning ordinance, the subject property is zoned **RM - Medium Density Residential District**.

The RM District is designed to provide suitable areas for medium density residential development where sufficient urban-type services and facilities are provided or where such services can be facilitated prior to development. Generally, the residential development will consist of single family detached dwellings and accessory structures. This district also includes community facilities, public utilities, and agricultural activities. The application of this district is appropriate in the suburban or urban character areas of the adopted comprehensive plan. The bulk regulations of the RM zoning district are shown as follows:

**Bulk Regulations Summary**

Minimum Lot Area:	15,000 SF
Minimum Front Yard:	40 ft.
Minimum Rear Yard:	20 ft.
Minimum Side Yard:	10 ft.
Max. Building Height:	35 ft.
Maximum Lot Coverage:	25%

Additionally, the subject property is located in the Town of Smyrna Urban Growth Boundary (UGB) and has a designated Future Land Use of **Medium Density Single-Family Residential**.

**Zoning Conclusion:** The subject property is assumed to be in compliance with current zoning regulations, as well as suitable for potential future land use options including medium density single-family residential uses and educational/institutional facilities.

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COMPANY, P.C.**

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**Property  
Tax Data:**

The subject is identified by the Rutherford County Tax Assessor's Office as Parcel 18.00 on Tax Map 51. The property is located in unincorporated Rutherford County and the 2024 tax rate applicable to the property was **\$1.8762 per \$100 of assessment**. The assessment ratio for this property is 25%. The following table depicts the subject's annual tax burden based on the 2024 tax rate.

**2023 ANNUAL TAX BURDEN ESTIMATE**

Component	51/18.00
Market Land Value	\$782,320
Improvement Value	+260,600
Total	\$1,042,920
Greenbelt Land Value	\$275,400
Improvement Value	+260,600
Total Use Value	\$536,000
Assessment Ratio	x 0.25
Total Assessment	\$134,000
Tax Rate	x 0.018762
<b>Tax Burden</b>	<b>\$2,514</b>

As depicted in the previous summary, the subject property is currently classified as agricultural land under the Greenbelt Law (Agricultural, Forest and Open Space Land Act of 1976). This law requires the Tax Assessor to identify a "Use Value" of the property in question. The assessment ratio is then applied to the "use value" rather than the fair market value typically utilized. The Greenbelt Law enables large land holders to decrease the amount of taxes paid for undeveloped land. Under Greenbelt Law, a land owner who wishes to no longer participate in this program may have the Greenbelt classification removed from the property in question; however, "Rollback" taxes for the three years prior to reclassification are assessed. Rollback taxes are calculated by subtracting taxes paid based on a Use Value Assessment from taxes owed based on the Fair Market Assessment.

According to the Rutherford County Trustee's Office, the subject's 2024 property taxes have been paid and there are no past due or unpaid taxes owed from prior years.

**Site Data:** This subject of this appraisal consists of a tract of land located on the south side of Lee Road between Rocky Fork Road to the east and Cooks Lane to the west in northwest Rutherford County just outside the city limits of the Town of Smyrna, TN. The physical features of the site are described as follows:

**Size/Shape:** The subject tract contains  $\pm 161.7$  acres and exhibits an irregular inverted "T" shape.

**Topography:** Level to gradually rolling/sloping topography with roughly 100 acres (62%) of woodland and approximately  $\pm 61.7$  acres (38%) of mostly cleared pastureland. The bulk of the property is at a similar elevation as Lee Road. It is pertinent to note that much of the subject property can be characterized as "cedar glades" and "barrens" interspersed with pasture. These areas feature open, rocky grassland with exposed limestone rock outcroppings. This is an example of karst topography containing cedar trees that grow well in shallow soil. Another feature of karst topography can be sinkholes resulting from dissolution of underlying limestone.

**Frontage/Access:** The subject site has approximately 915 feet of frontage along the south side of Lee Road. A gated, gravel driveway positioned in the central part of the frontage provides vehicular access to and from the property.

**Major Thoroughfare Plan:** According to the Rocky Fork Road to McEwen Drive Corridor Study, dated April 2023, coordinated by the Town of Smyrna with representation from seven contiguous municipalities as well as the Greater Nashville Regional Council, there is a proposed corridor alignment linking the planned extension of McEwen Drive in Franklin to various locations at Rocky Fork Road. Of the seven identified potential routes, one (1) of them is designed to run along Lee Road and along the northern margin of the subject property. This route is identified as Alignment 2 or Alignment B and was selected as one of the three (3) "shortlisted" alignments. The timing of this new roadway is uncertain, but if it materializes, the subject property could be positively impacted

to a significant degree. An exhibit showing the proposed route is included in the addenda.

**Utilities:** Public water, sewer electricity and telephone are all currently available to the subject property. As discussed, an upgrade to the water line(s) is required at an estimated cost of \$1,006,800 (subject's share) to provide adequate water capacity to serve possible future uses in the subject's vicinity.

**Easements:** Multiple utility easements are located on the subject property including a 40'-wide MTEMC electric powerline easement running along the northern end of the tract. A 20' wide sewer easement traverses the north half of the property along Olive Branch stream. We are not aware of any other easements or encumbrances which may have an adverse effect on property value. Although there are various easements encumbering the subject site, due to their locations being mostly near the site's perimeter, none appear to significantly impact the property's overall development potential.

**Surrounding Property Uses:** The subject is bordered to the west and south by medium to large residential homesites. A 47.3-acre tract approved for an 88-lot residential subdivision known as Fox Meadows adjoins the subject's eastern border. To the north are multiple residential subdivisions including Oak Meadows, Creekstone Village, and Woodmont. The subject's northern border and a section of its eastern border are adjacent to the Smyrna city limits. The subject property is roughly 1.5 miles northwest of the Stewart Creek Elementary, Middle, and High School campus.

**Floodplain:** According to FEMA Flood Panels 47149C0105J and 47149C0115K, both revised on May 9, 2023, approximately 14 acres or 8.7% of the subject property is within a flood hazard zone. This area is comprised of roughly half or 7 acres in a 100-year floodplain and half or 7 acres in a designated Floodway running along either side of the Olive Branch stream, which traversing the northern half of the property. There is a required 30' to 60' wide "Riparian Buffer Zoner" positioned along both sides of Olive Branch with

the width dependent upon the size of the drainage basin. Less than one square mile and the Buffer Zone is 30' wide, while over one square mile, the Buffer Zone is 60' wide. See also Item #14 General Assumptions and Limiting Conditions.

**Wetlands:** According to the available National Wetlands Inventory Map, the Olive Branch stream crossing the subject property is classified as **R4SBC** (Riverine, Intermittent, Streambed, Seasonally Flooded). This "blue line stream" has non-disturbance buffers of 30' to 60' depending on the drainage basin classification. Additionally, there are two (2) small freshwater ponds, one located in the southeast quadrant of the property and the other in the west-central section, both of which have a classification of **PUBHx** (Palustrine, Unconsolidated Bottom, Permanently Flooded, Excavated).

**Hazardous Materials:** *The existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraisers become aware of such during the inspection. The appraisers have no knowledge of the existence of such materials on or in the property. The presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property. The value estimated is based on the assumption that no such condition on or in the property or in proximity would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.*

**Subsoil:** We were not provided a soil study of the site, but it is assumed that the subsoil is of sufficient strength and load bearing capacity to support improvements permitted on the property. As discussed, the subject's terrain can be described as karst topography, which can sometimes include sinkholes resulting from dissolution of underlying limestone.

**Improvements:** According to tax records, improvements consist of a 1,277 SF residence built in 1960; 864 SF detached garage built in 1977; and a 2,400 SF barn/shop built in 1977. Other sheds/outbuildings were noted during my inspection. Due to their poor physical condition and the subject property's highest and best use, none of the existing improvements contributed additional value.

**Conclusion:** The subject property is in a neighborhood that is conducive for residential growth in the future, as evidenced by several new and ongoing residential subdivision developments. The location within close proximity to major transportation routes, schools, recreational facilities, and major employment centers enhances the marketability of the property. All necessary utilities are presently available to allow most types of residential development permitted by existing zoning, assuming the proposed water capacity improvement project comes to fruition. Existing easements, floodplain, and wetland restrict portions of the property, however, overall the subject's physical characteristics appear adequate and suitable for medium density residential utilization and/or other legally permitted uses.

### **HIGHEST AND BEST USE**

Highest and Best Use is defined by the Appraisal Institute as: Highest and Best Use is defined by the Appraisal Institute as: *"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."* (The Dictionary of Real Estate Appraisal, 7<sup>th</sup> Edition).

The definition indicates that there are two types of highest and best use. The first type is highest and best use of land or a site as though vacant. The second is highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use. The highest and best use of an improved property will only be for another use when the value of the land as if vacant exceeds the value of the property as improved plus demolition costs. Since the existing improvements do not contribute additional value, only the "as vacant" analysis was considered.

**“AS VACANT”**

Legally Permissible: According to the Rutherford County, Tennessee zoning map, the subject property is zoned RM (Medium Density Residential District). This district is designed to provide suitable areas for medium density residential development where sufficient urban-type services and facilities are provided or where such services can be facilitated prior to development. Generally, the residential development will consist of single family detached dwellings and accessory structures. Additionally, according to the Smyrna Future Land Use plan, future land uses include “Medium Density Single-Family Residential” utilization. Consequently, single-family residential utilization is legally permissible.

Physically Possible: As previously described, the subject parcel contains a land area of  $\pm 161.7$  acres and features a level to gradually rolling topography with an abundance of accessible road frontage. All necessary utilities are available including water, sewer, electricity, and communications. As discussed, upgrades are needed to increase capacity for public water service, the cost of which will be divided among benefiting property owners in the vicinity. The overall physical characteristics of the subject property are adequate and possible for legally permitted single-family residential development.

Financially Feasible: Considering the apparent strong demographic data and residential real estate market in the area, as evidenced by current development activity and market data, utilizing the subject property for residential development is considered financially feasible at this time.

Maximally Productive: The area's residential real estate market continues to be strong and the subject property benefits from its multi-directional access options throughout the neighborhood and close proximity to public schools and major traffic arterials. Considering all legal, physical, and financially feasible options, the use of the subject property as a residential development maximizing the property's development potential represents the highest and best use. The timing is now and the most probable purchaser is a residential developer. As indicated by a furnished pending contract, an alternative highest and best use is possible, which could include an institutional and/or educational facilities purchaser.

## **VALUATION**

The typical and theoretical real estate appraisal includes three separate but interrelated preliminary approaches to value, which are correlated into a single final value conclusion. The preliminary approaches are summarized as follows:

1.     **The Cost Approach** - based upon the estimated reproduction or replacement cost of the improvements less accrued depreciation plus land value.
2.     **The Sales Comparison Approach** - a direct comparison of the property under appraisal with other similar properties which have sold.
3.     **The Income Capitalization Approach** - a set of procedures in which an appraiser derives a value indication for income-producing property by converting anticipated benefits into property value. This conversion is generally accomplished using either direct capitalization or discounted cash flow analysis.

In the appraisal of a specific property, one or more of the approaches may be more applicable than the others and one or more of the approaches may be impractical because of the lack of suitable data in the market with which to make comparisons. The subject property's existing improvements do not contribute additional value, consequently the cost and income capitalization approaches are not applicable. The sales comparison approach was considered the only appropriate approach in this analysis.



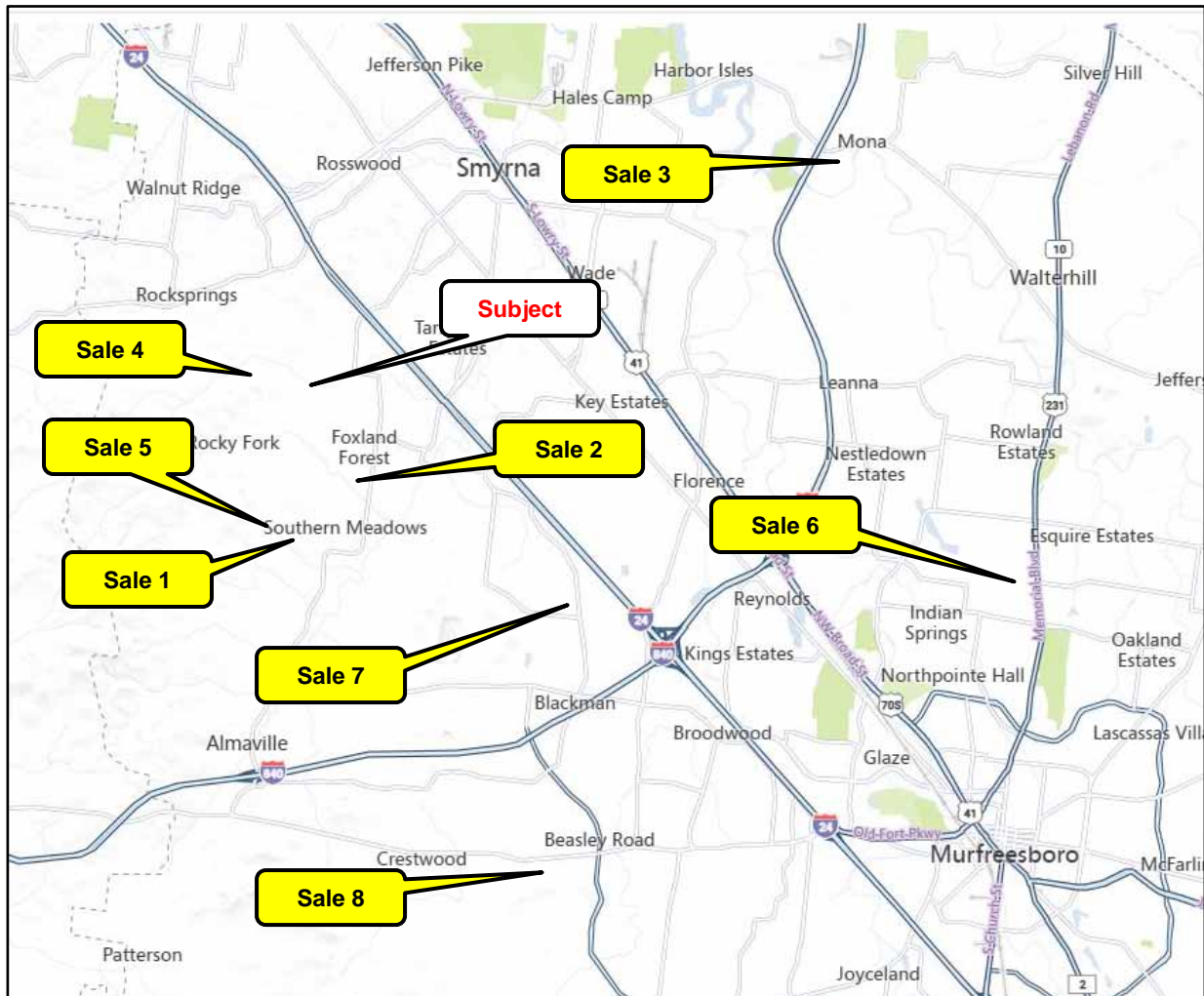
### **SALES COMPARISON APPROACH**

The Sales Comparison Approach is *"the process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available."* (*The Dictionary of Real Estate Appraisal*, 7<sup>th</sup> Edition, Appraisal Institute).

The Sales Comparison Approach relies on the principle of substitution, which implies that a prudent person will not pay more to buy a property than it will cost to buy a comparable substitute property. The sales comparison approach relies on the principle of substitution, which implies that a prudent person will not pay more to buy a property than it will cost to buy a comparable substitute property.

The best method of valuing land is by comparing the property being appraised to sales of similar property. Upon researching the surrounding area for transactions of comparable properties exhibiting similar highest and best use characteristics as the subject, the following sales were identified. A map showing the location of the subject and each comparable sale, a detailed summary chart, and a comparative analysis are provided on the following pages.

**MAP OF COMPARABLE LAND SALES**



SUMMARY OF COMPARABLE LAND SALES						
No.	Sale Date Book/Pg	Tax ID Zone	Address - Location Grantor / Grantee	Acres	Sale Price	Price Per Acre
1	Pending N/A	73/16.01 etal RM/PRD	7441 Rocky Fork Almadale Rd, Smyrna, TN Delery Silvas & Lifepoint Church / Southcoast DFH	98.24	\$8,000,000	\$81,433
2*	1/8/2025 2503/3630	55/29.06 etal PUD	3368 Almadale Rd, Smyrna, TN Larry Davis/ Leland Wall / New berry Propco, LLC	50.94	\$5,196,000	\$102,002
3*	2/28/2025 2515/2070	26/32.00 etal RM	4657 W. Jefferson Pike, Rutherford County, TN Jimmy Francis / Hollingshead Land, LLC	147.83	\$16,784,200	\$113,537
4*	7/8/2024 2451/2105	51/8.07 & 8.18 PRD	6554 Lee Road, Smyrna, TN Shaw n Collins,etux / DFC Hidden Springs, LLC	34.21	\$2,720,000	\$79,509
5*	7/1/2024 2449/3682	73/13 etal PRD	West side Rocky Fork Almadale Rd, Smyrna, TN Robert Whitley, etal / Southcoast DFH Nville, LLC	68.67	\$6,165,000	\$89,777
6	11/21/2023 2401/2535	69/42.00 PRD	West side Memorial Blvd, Murfreesboro, TN Patton Family RE / Brightland Homes of TN	32.18	\$3,808,284	\$118,343
7	6/27/2023 2354/2148	71/30.01 AR	5100 Baker Road, Rutherford County, TN John Batey, Jr. / Rutherford County	59.01	\$4,500,000	\$76,258
8*	5/14/2021 2080/3586	100/1.01 & 2.00 PUD/RM	6577 Franklin Road, Murfreesboro, TN Thomas Moon & S. Turney / Saddlew ooddev, LLC	76.41	\$5,750,000	\$75,252
Average:				70.94	\$6,615,436	\$92,014
Median:				63.84	\$5,473,000	\$85,605

\*Assemblage sales include multiple tax parcels, multiple sellers, and multiple deeds.

**Comparative Analysis:** As shown in the summary chart above, eight (8) comparable sales were included in this analysis, all of which were selected due to their similarities to the subject. The unit prices from the comparables range from \$75,252/acre to \$118,343/acre, with a mean unit price of \$92,014/acre and a median of \$85,605/acre. The price per acre is typically utilized for residential land tract purchases in this area and is the valuation metric used in this analysis.

**Property Rights, Financing, Sale Conditions:** The sales were compared to the subject based on property rights conveyed, financing, sale conditions, market conditions, and physical characteristics. To the best of our knowledge, all the sales represented arm's-length transactions, which included the fee simple estate property rights. In addition, all the sales were cash to seller conveyances, whereby financing was not a factor in the sales price. Five of the eight comparable sales involved the assemblage of multiple contiguous parcels, however, based on the market data, there is no indication that price adjustments are warranted for this factor. We are not aware

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of any other unusual sale conditions involved in any of the closed transactions. Accordingly, no transactional adjustments were warranted.

**Market Conditions:** The comparable sales closed within the past  $\pm 4$  years. Sale 1 is a pending sale scheduled to close in the next few weeks. Sales 2 and 3 both closed in 2025 within the last three months. Sales 4 and 5 sold 8-9 months ago in July 2024. Sales 6 and 7 closed roughly 16 and 22 months ago, respectively. Sale 8 sold in May 2021 approximately 47 months ago representing the oldest transaction in the group.

Significant investment throughout the Smyrna and Rutherford County area and a shortage of available developable land over the past couple of years has fueled rapid appreciation and fundamentals continue to remain strong. Over the last 5 years, residential sales prices in Rutherford County have risen at a compounded growth rate of 9.05% per year, whereas the total median sales price reflects a compounded growth rate of 8.76% over the same period. However, the recent trend of rising inflation and the most recent changes in increased interest rates appear to have begun cooling down buyer sentiment in the residential and commercial real estate markets. Following close observation of the greater Nashville MSA real estate market throughout the recent period of aggressive growth and appreciation, then rising inflation and subsequent increased interest rates, the trend of growth appears to have peaked in June 2022. Values have since appeared to have more or less leveled off with a more modest growth rate since the market peak. Therefore, based on the data presented, the sales will be adjusted using an annual growth rate of 8% per year, or 0.67% per month. The adjusted unit prices are shown below.

<b>Market Conditions Adjustment Grid</b>								
<b>Category</b>	<b>Sale 1</b>	<b>Sale 2</b>	<b>Sale 3</b>	<b>Sale 4</b>	<b>Sale 5</b>	<b>Sale 6</b>	<b>Sale 7</b>	<b>Sale 8</b>
Sale Date:	4/4/2025	1/8/2025	2/28/2025	7/8/2024	7/1/2024	11/21/2023	6/27/2023	5/14/2021
Sale Price	\$8,000,000	\$5,196,000	\$16,784,200	\$2,720,000	\$6,165,000	\$3,808,284	\$4,500,000	\$5,750,000
Size (Acre):	98.240	50.940	147.830	34.210	68.670	32.180	59.010	76.410
Sale Price/Acre:	\$81,433	\$102,002	\$113,537	\$79,509	\$89,777	\$118,343	\$76,258	\$75,252
No. of Months:	0	2	1	8	9	16	21	46
Adjustment:	0.00%	1.33%	0.67%	5.34%	6.00%	10.67%	14.01%	30.68%
<b>Adj. Price/Acre:</b>	<b>\$81,433</b>	<b>\$103,363</b>	<b>\$114,294</b>	<b>\$83,752</b>	<b>\$95,167</b>	<b>\$130,973</b>	<b>\$86,940</b>	<b>\$98,341</b>

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**Market Data Analysis:** After adjustments for different market conditions, the adjusted unit prices range from \$81,433/acre to \$130,973/acre with a mean adjusted unit price of \$99,283/acre and the median adjusted unit price of \$96,754/acre. The adjusted market data produced a Coefficient of Variation (CV) of 16.92% and a Standard Deviation (SD) of \$16,802/acre. The comparables' adjusted unit prices form a generally narrow range, as evidenced by the reasonably low CV's, which is the ratio of the Standard Deviation to the Mean unit prices. Low CV and SD are indications the market data are clustered tightly around the mean and represent consistent and reliable data.

**Location:** The eight (8) comparable sales are located within a  $\pm 10$ -mile radius of the subject property, with five (5) sales within a 5-mile radius. The subject and two sales are in unincorporated Rutherford County, TN. Four (4) comparables are within the Smyrna city limits, while two (2) sales are within the Murfreesboro city limits. Although some locational differences exist, the comparables are considered fairly competitive and suitable alternatives to the subject. Locational differences will be considered on a qualitative basis.

**Zoning:** The subject and Sale 3 have similar zoning classifications of RM, Medium Density Residential (Rutherford County), which permits relatively small residential lots containing a minimum lot size of 15,000 SF. The majority of Sale 1 and Sales 4-6 are superior to the subject as they are zoned PRD, Planned Residential District (Smyrna); Sale 2 is zoned PUD, Planned Unit District (Smyrna); Sale 7 is zoned AR, Agriculture Residential (Rutherford County); and Sale 8 has a split zoning of PUD & RM (Murfreesboro). The subject is similar to Sale 3, but inferior to the PUD and PRD zoning districts of Sales 1, 2, 4-6, and 8, which permit a wide variety of residential and/or mixed-use development. The AR zoning district of Sale 7 is viewed as inferior to the subject's RM zoning. The zoning differences are taken into consideration in the final valuation.

**Utilities:** Public utilities including electricity, telephone, communications, etc. were available to each of the comparable sales and the subject. Public water in adequate capacity was available to all eight comparables, but not the subject property. To adjust for the difference in public water service between the subject and comparable sales, a deduction of \$1,006,800, rounded to **\$1,010,000** was made to the final value conclusion. Public sewer service was available to the subject and four (4) of the comparable sales, while it is nearby the other four sales but not connected. The four sales with no sewer reflected three of the four highest adjusted unit prices, consequently, there was no evidence supporting quantitative adjustments for lack of sewer connectivity.

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**Size:** The comparable sales range in size from 32.18 acres to 147.83 acres, with an average size of 70.94 acres and median size of 63.84 acres. The subject's land size of 161.7 acres falls above the upper end of the size range. Typically, larger sites reflect lower unit prices when all other factors are similar, however, this pattern was not entirely consistent in the market data sample, as evidenced by the largest sale (Sale 3) producing the second highest unit price. However, the size differences between the sales and subject will be considered on a general qualitative basis in the final valuation.

**Topography:** The subject and all the sales feature a mixture of cleared pasture and woodland with level to gradually sloping topography. The eight sales are viewed as generally similar to the subject with respect to topography and terrain and no quantitative adjustments are warranted.

**Access/Visibility/Exposure:** The subject and all the comparables are situated along either secondary or major traffic arterials and are viewed as fairly similar with regards to access/visibility/exposure. The market data was insufficient to support a specific adjustment for exposure and visibility, however, these factors were considered in the final valuation.

**Easements/Floodplain:** The subject property is encumbered by a MTEMC electric powerline easement and a sanitary sewer line easement, as well as other typical utility easements. All eight of the comparable land sales feature some type of utility easement or easements. None of the subject's existing utility easements appear to detrimentally impact the subject property's development potential. Additionally, approximately 8.7% or 14 acres is within a 100-year floodplain or floodway of Olive Branch, a "blue-line stream" traversing the north half of the property, which as stream buffer restrictions. In comparison,  $\pm 5\%$  of Sale 1,  $\pm 47\%$  of Sale 2, and  $\pm 2\%$  of Sale 5 is in a 100-year floodplain. A comparative analysis does not suggest that an adjustment is justified specifically for the presence of floodplain areas on the property. However, this factor will be taken into account in the final valuation.

**Summary and Market Value Conclusion:** In conclusion, the adjusted unit prices range from \$81,433/acre to \$130,973/acre with a mean adjusted unit price of \$99,283/acre and the median adjusted unit price of \$96,754/acre. The comparables included in this analysis provide a reasonably narrow and consistent range from which to estimate the subject's market value. With all pertinent factors considered, particularly the subject's relatively large size and existing flood hazard zones, a market value from the middle of the range between \$90,000/acre and

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\$100,000/acre or approximately **\$95,000/acre** is concluded. As discussed, to properly account for the required water services upgrade, a deduction for the subject property's share of the cost, estimated at \$1,010,000, is necessary to produce an "as is" market value. The calculation is shown below:

**"As Is" Market Value Calculation**

<u>Land Size</u>		<u>Unit Price</u>		<u>Indicated Value</u>
161.7 acres	@	\$95,000/ac	=	\$15,361,500
Less share of costs for water service upgrade:				<u>(1,010,000)</u>
Total Estimated Market Value:				\$14,351,500
Rounded to:				<b>\$14,350,000</b>

**"As Is" Market Value**

Based upon our investigation and subject to the extraordinary assumptions, general assumptions and limiting conditions as set forth in the report, it is our opinion that the "as is" market value of the subject's fee simple estate, as of April 1, 2025, was:

**FOURTEEN MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS**

**\$14,350,000**

**Pending Contract Analysis & Comparison:** As discussed, the subject property is presently under contract to sell for an agreed price of ***"\$80,000 per surveyed acre based on a new survey to be obtained by Buyer."*** Among other items, the pending contract requires the Buyer to be able to extend water, sewer and electric utilities to the boundary of the Property with adequate capacity for Buyer's proposed use of the Property. The estimated market value of **\$14,350,000** equates to a unit value of **\$88,745/acre**, which exceeds the pending contract price by roughly 11%. With all pertinent factors considered, including the consistency of the available market data, it is my opinion that the subject's pending contract price is reasonable and provides additional support and credibility to the concluded market value opinion.

**Extraordinary Assumptions:** The "as is" market value concluded in this appraisal is based on the Extraordinary Assumption that the extension of water, sewer, and electricity to the subject property at the required capacity is possible and financially feasible in accordance with all applicable governmental authorities and utility providers necessary to provide these utilities to the subject property. **The use of extraordinary assumptions could have an effect on assignment results.**

**CERTIFICATION OF THE APPRAISER**

I certify that, to the best of our knowledge and belief...

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Eric Boozer made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this report.
11. As of the date of this report, I, Eric L. Boozer, have completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.
12. Eric L. Boozer hereby certifies that he is a Tennessee State Certified General Real Estate Appraiser and his certificate number is CG-389.
13. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.
14. I have not appraised this property in the three years prior to accepting this assignment. I have performed no other services in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
15. The appraisal is in conformity with Uniform Standards of Professional Appraisal Practice.
16. This report was prepared in accordance with Title XI of FIRREA and any implementing regulations as requested by the Engagement Letter.



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Eric L. Boozer, MAI, AI-GRS, CCIM  
State Certified General Real Estate Appraiser, CG-389



**GENERAL ASSUMPTIONS AND LIMITING CONDITIONS**

This Appraisal Report and resulting estimate of market value, made expressly for Rutherford County Board of Education c/o Mr. Jeff Reed, Esquire, is subject to the following assumptions and limiting conditions:

1. The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. Therefore, these forecasts are subject to changes in future conditions. Value estimates in this appraisal report are stated in United States currency as of the date of appraisal.
2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable and in Fee Simple, unless otherwise stated in the report.
3. The property is appraised free and clear of all existing liens and encumbrances, including deed restrictions and developers agreements, unless otherwise stated in this appraisal report.
4. Information furnished by others is believed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser(s).
5. Maps, plats, and exhibits included in this appraisal report are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose. The appraiser(s) has not made a survey of the property, and no responsibility is assumed in connection with such matters.
6. The physical condition of the improvements described herein was based on a visual, walk-through inspection. No liability is assumed for the soundness of structural members, building components, mechanical equipment, plumbing, or electrical components as no professional tests were made of the same. The appraiser(s) assumes that no hidden or unapparent conditions of the property, subsoil, or structures exist, which would render the property more or less valuable. The appraiser(s) assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser(s) recommends that the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in this appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate(s) contain in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that no encroachment or trespass exists, unless noted in this appraisal report.
11. Value estimates in this appraisal report apply only to the entire property, and cannot be prorated to individual portions or fractional interests. Any proration or division of interest will invalidate the value estimate(s), unless such proration or division of interests is set forth in this appraisal report.
12. The appraiser(s) is not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have been made previously therefore. The fee charged for this appraisal does not include payment for court testimony or for further consultation.
13. Unless otherwise stated in this appraisal report, the appraiser(s) did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser(s) has no knowledge of the existence of such materials on or in the property. The appraiser(s), however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other

potentially hazardous materials may affect the value of the property. Value estimates within this appraisal report are predicated on the assumption that there is no such material on or in the property, that would cause a loss in value. No responsibility is assumed for any expertise or engineering knowledge required to discover them. The appraiser(s) recommends that appropriate experts be retained to investigate and determine to what extent, if any, such substances are present and what risks, if any, are involved.

14. The determination concluded in this appraisal, as to whether or not the subject property is located within a Flood Hazard Zone, is based solely on an inspection of available Flood Insurance Rate Map(s) (FIRM) which are distributed by the National Flood Insurance Program (NFIP). The NFIP maps represent the most recent revisions available after reasonable investigations. Although these maps are the basis for flood hazard determination, the map scale is typically not adequate for accurate comparisons with other maps and/or surveys. Therefore, the determination presented herein regarding location of the subject property outside or within a flood hazard zone should not be construed as a guarantee or certification. Certification of this can only be provided by a qualified engineer and/or surveyor. If there is any possibility that the subject is within an identified flood hazard zone, we recommend that the property should be covered by adequate flood insurance.
15. Unless otherwise noted in this appraisal report, no consideration in the valuation process has been given to subsurface rights (minerals, oil, water, etc.) that may be found on the subject property.
16. Any proposed or incomplete improvements included in this appraisal report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.
17. The appraiser(s) reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of a diligent investigation.
18. The Americans With Disability Act (ADA) became effective July 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis would reveal the need for renovations to comply with that statute. Such a requirement could have an adverse impact on the market value of the property. Because the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible noncompliance with the requirements of the ADA in this report.

**QUALIFICATIONS OF ERIC L. BOOZER, MAI, AI-GRS, CCIM**

**EDUCATION**

Jacksonville State University: Bachelor of Science Degree - 1985

**Courses & Seminars:**

Real Estate Appraisal Principles	Case Studies in Real Estate Valuation
Basic Valuation Procedures	Report Writing and Valuation Analysis
Capitalization Theory and Techniques A	Standards of Professional Practice A
Capitalization Theory and Techniques B	Standards of Professional Practice B
Analyzing Operating Expenses	Data Confirmation and Verification Methods
Small Hotel/Motel Valuation	The Internet and Appraising
Advanced Income Capitalization	Appraisal of Local Retail Properties
Evaluation of Commercial Construction	Evaluation of Residential Construction
Analyzing Commercial Lease Clauses	Effective Appraisal Writing
Analyzing Distressed Real Estate	GIS Applications for RE Appraisal
Data Verification Methods	Fundamentals of Going Concerns
Uniform Standards of Professional Practice	Business Practice and Ethics
Contract or Effective Rent	Practical Highest and Best Use
General Review Theory	Commercial Appraisal Engagement/Review
Conservation Easements (ASFMRA)	Litigation Appraising: Specialized Topics
Understanding Conservation Easements	Appraiser as Expert Witness-Prep & Testimony
Valuation of Conservation Easements	Condemnation Appraising: Princ. & Applications
Pipeline & Corridor Easements	Uniform Standards for Fed. Land Acquisitions

**EXPERIENCE**

1996-Present: President, **BOOZER & COMPANY, P.C.**, a real estate appraisal and consulting firm specializing in the valuation of commercial, industrial, and residential properties.

1991-1995: Real Estate Appraiser - Norman Hall & Associates

1990-1991: Real Estate Appraiser - Richard Banks & Associates

1987-1990: Real Estate Appraiser - Tennessee Valley Authority

*Provided testimony in Federal, Chancery, Circuit courts, as expert witness in real estate valuation.*

**PROPERTY TYPES APPRAISED**

• Apartments	• Office	• Shopping Centers
• Manufacturing	• Office/warehouse	• Distribution centers
• Restaurants	• Churches	• Automobile dealerships
• Subdivision	• Mixed-Use	• Timberland/rural land/farms
• Parking Garage	• Residential Condo	• Elderly housing facilities
• Hotel/motel	• Self-storage	• Office Condominiums

Other experience includes consulting, investment analysis, feasibility studies, market analysis, site selection, tax assessment advice, litigation consulting, condemnation, and the valuation of rights of way, easements, encroachments, estates, partitions, partial interests, and diminution.

**PROFESSIONAL AFFILIATIONS**

Member Appraisal Institute (MAI) Certificate No. 10671 (1995)

AI-GRS Designation – Appraisal Institute (2019)

TN State Chapter No. 37 - MAI Candidate Liaison (1995)

TN Chapter Nominating Committee – (1996, 1999)

TN Chapter General Associates Guidance Chair – (1997, 1998)

Young Advisory Council (YAC), Washington D.C. – (1996)

TN Chapter Board of Directors – (1997, 1998, 1999, 2017, 2018, 2019)

TN Chapter Regional Representative – (2020, 2021)

Real Estate Broker - State of Tennessee - License Number 00237573

Member of Greater Nashville Association of Realtors® (1990)

Certified Commercial Investment Member (CCIM) (2009)

Associate Member Institute of Real Estate Management (IREM)

Member of IRWA The International Right of Way Association (2023)

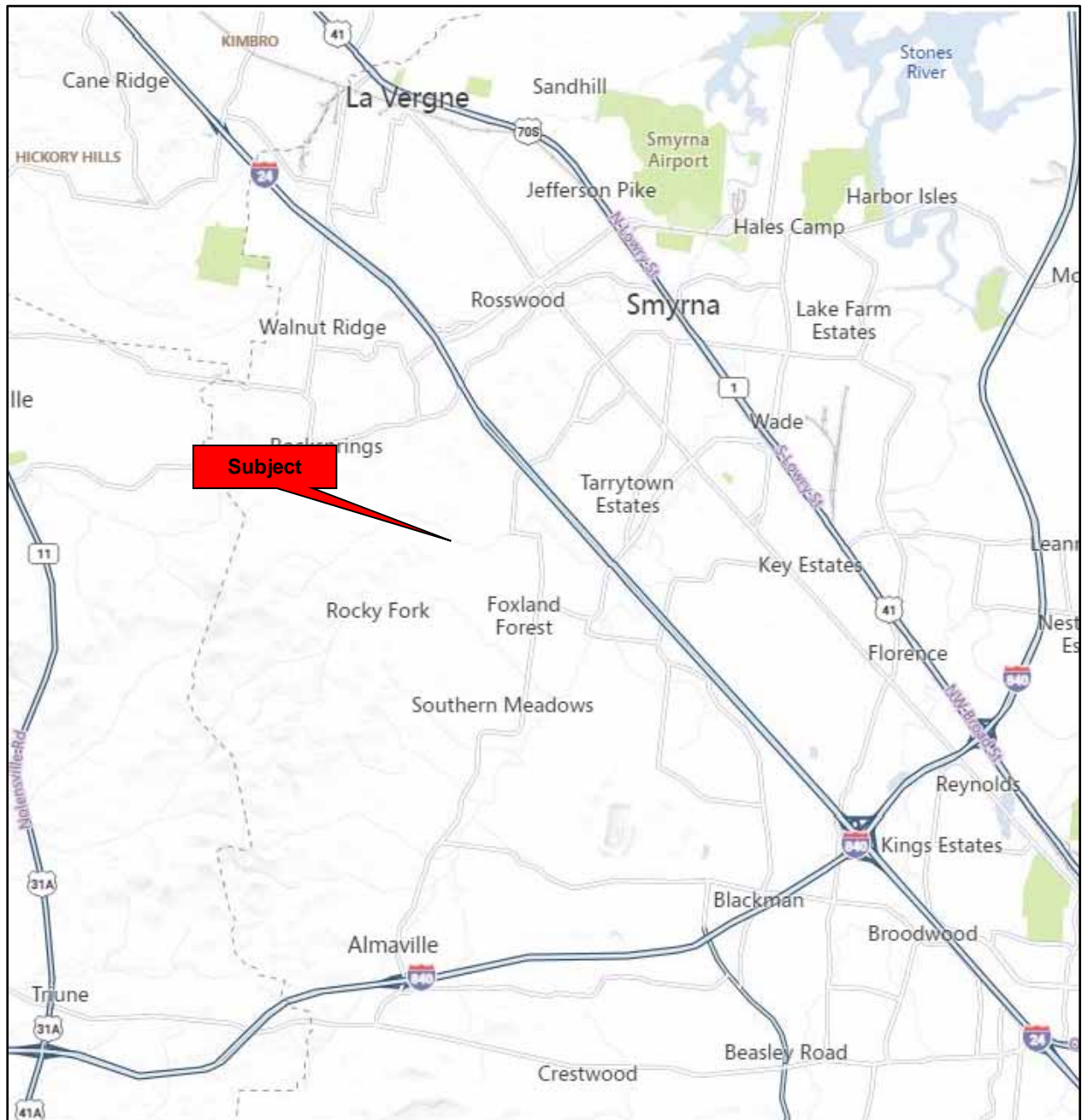
Tennessee State Certified General Real Estate Appraiser - License Number CG-389 (1991)

**APPRAISER LICENSE**



## **ADDENDA**

## LOCATION MAP





## SUBJECT PHOTOGRAPHS



Easterly view along Lee Road from NW Property corner



Easterly view across north section of Property



S. view along N. section of western Property border



Westerly view along Lee Rd from NE Property corner



SW view from Lee Road @ NE Property corner



S. view along N. section of eastern Property border



## SUBJECT PHOTOGRAPHS



Westerly view along Lee Road from Access Drive



Easterly view along Lee Road from Access Drive



Southerly view along Property's Access Drive



Westerly view along powerline easement



Northerly view along Property's Access Drive



Northerly view along Access Drive at creek crossing



## SUBJECT PHOTOGRAPHS



Westerly view along Olive Branch creek



Easterly view along Olive Branch creek



Westerly view from access drive in central area



Northerly view along access drive from central area



SW view of existing improvements



Western view of existing residence (vacant)



## SUBJECT PHOTOGRAPHS



SW view of existing barn structures



Westerly view of existing shed



Northeasterly view across central part of Property



Westerly view of woodland from south-central area



SW view across cleared open land



SE view of open land in SE quadrant of Property

# AERIAL VIEW

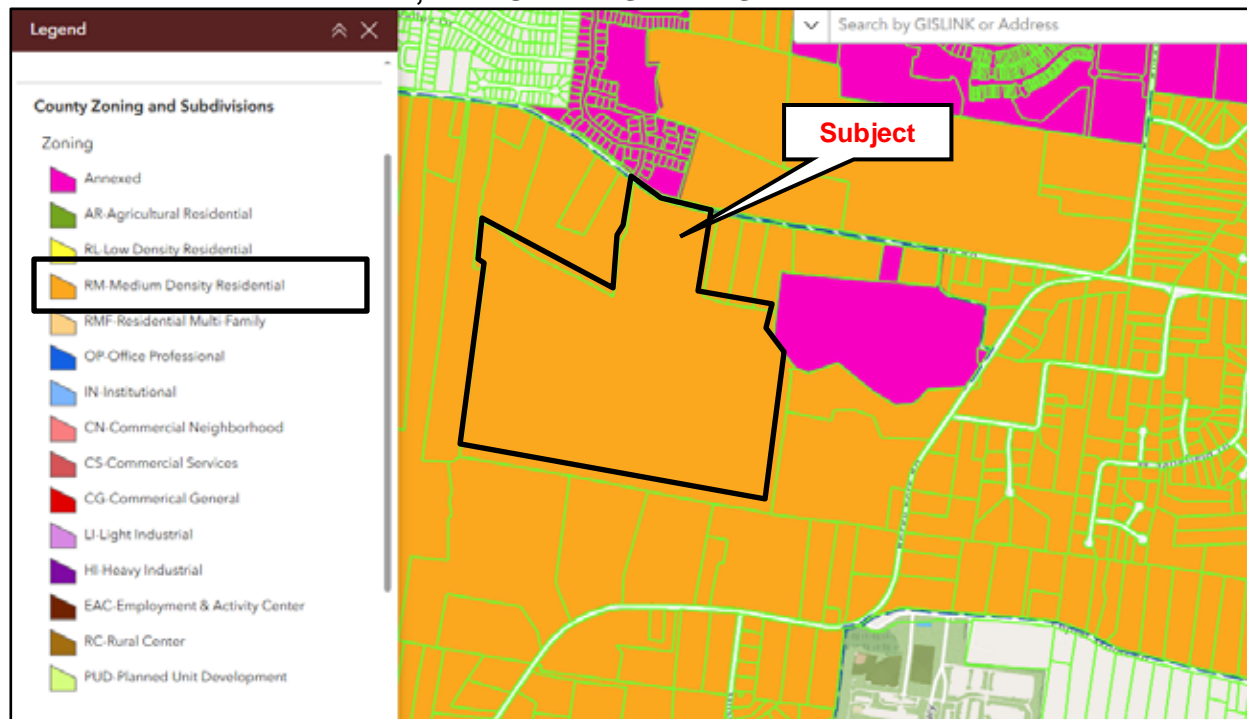




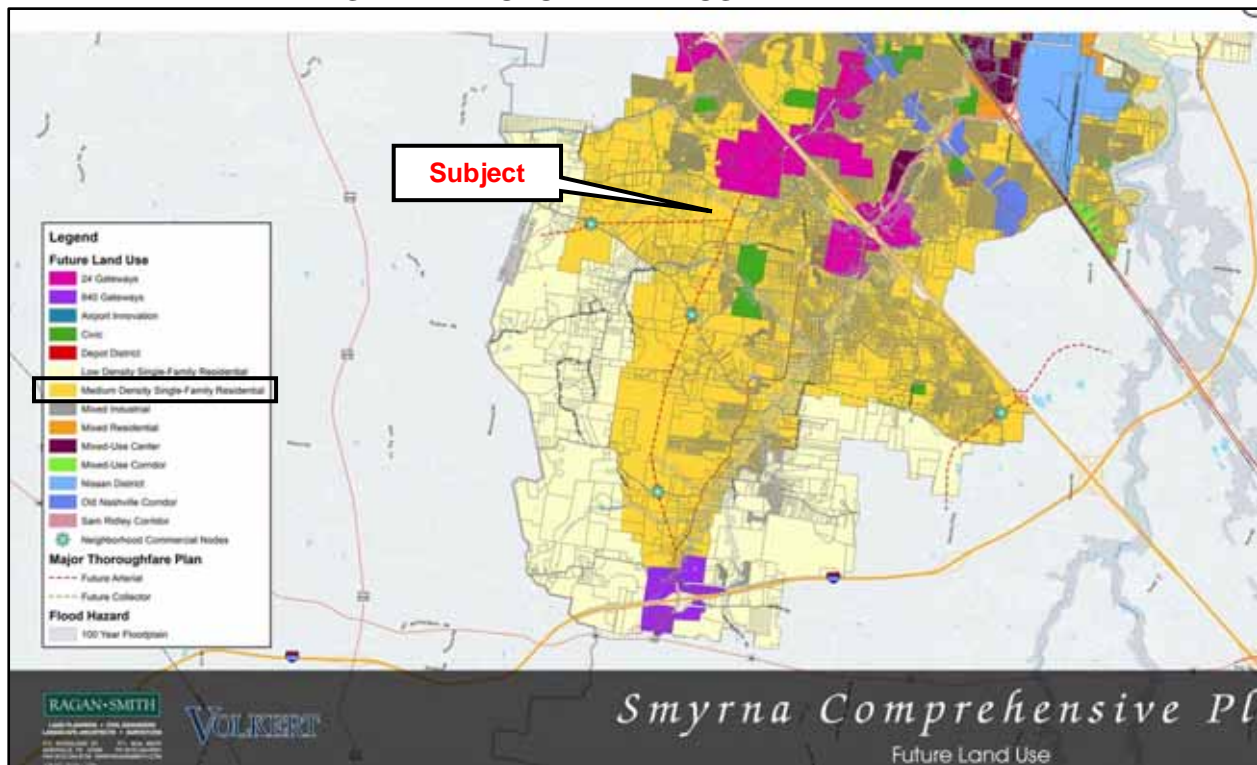


## ZONING MAP

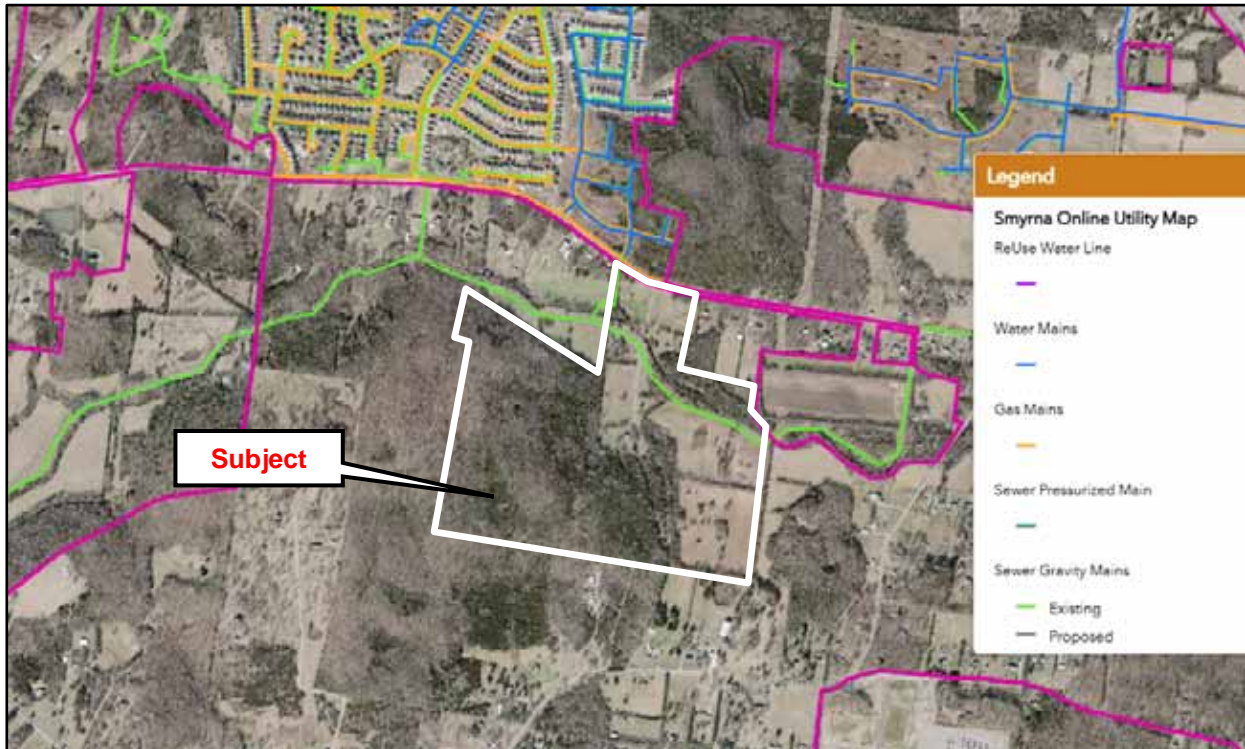
### RM, MEDIUM DENSITY RESIDENTIAL



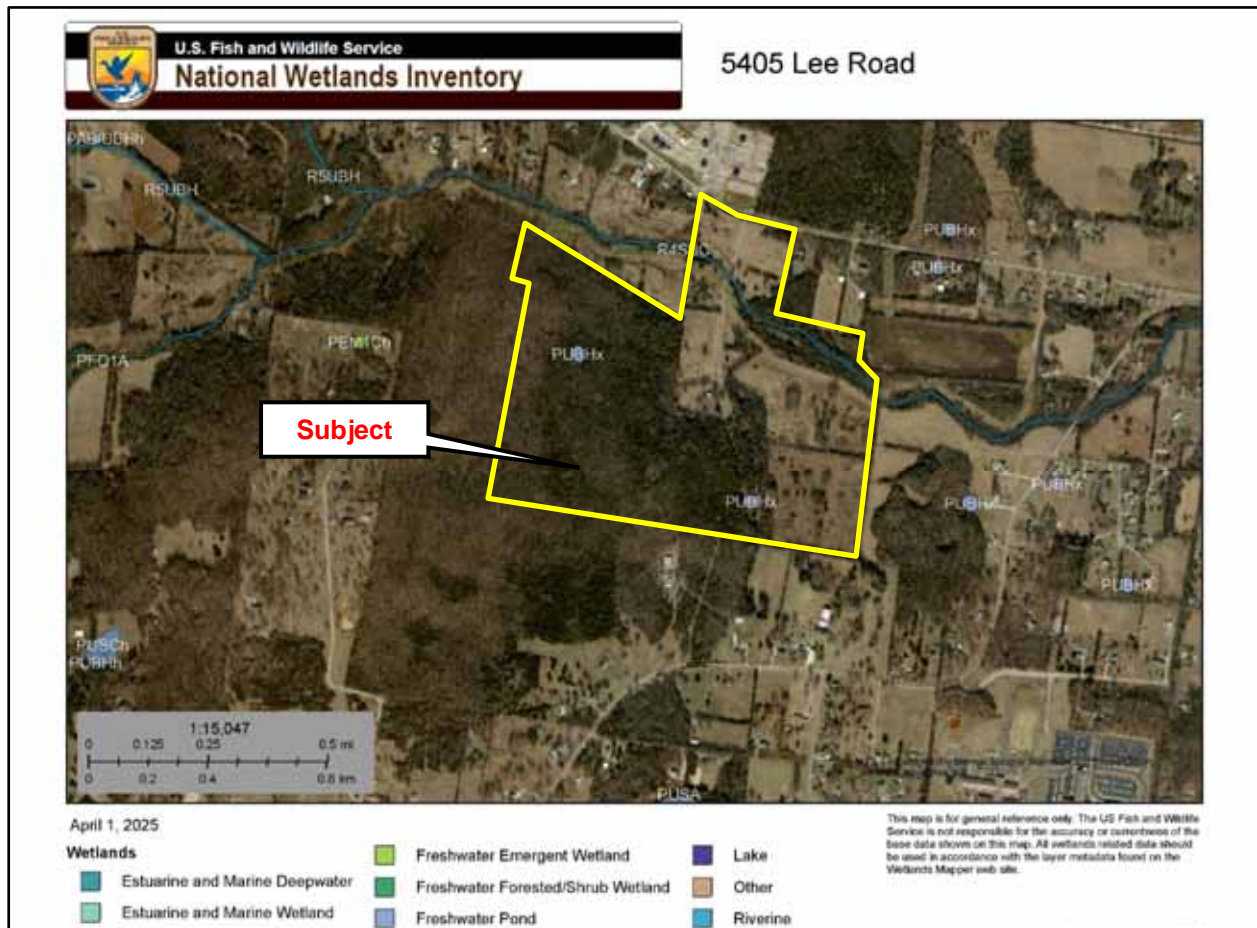
## SMYRNA FUTURE LAND USE PLAN MAP



## UTILITIES MAP

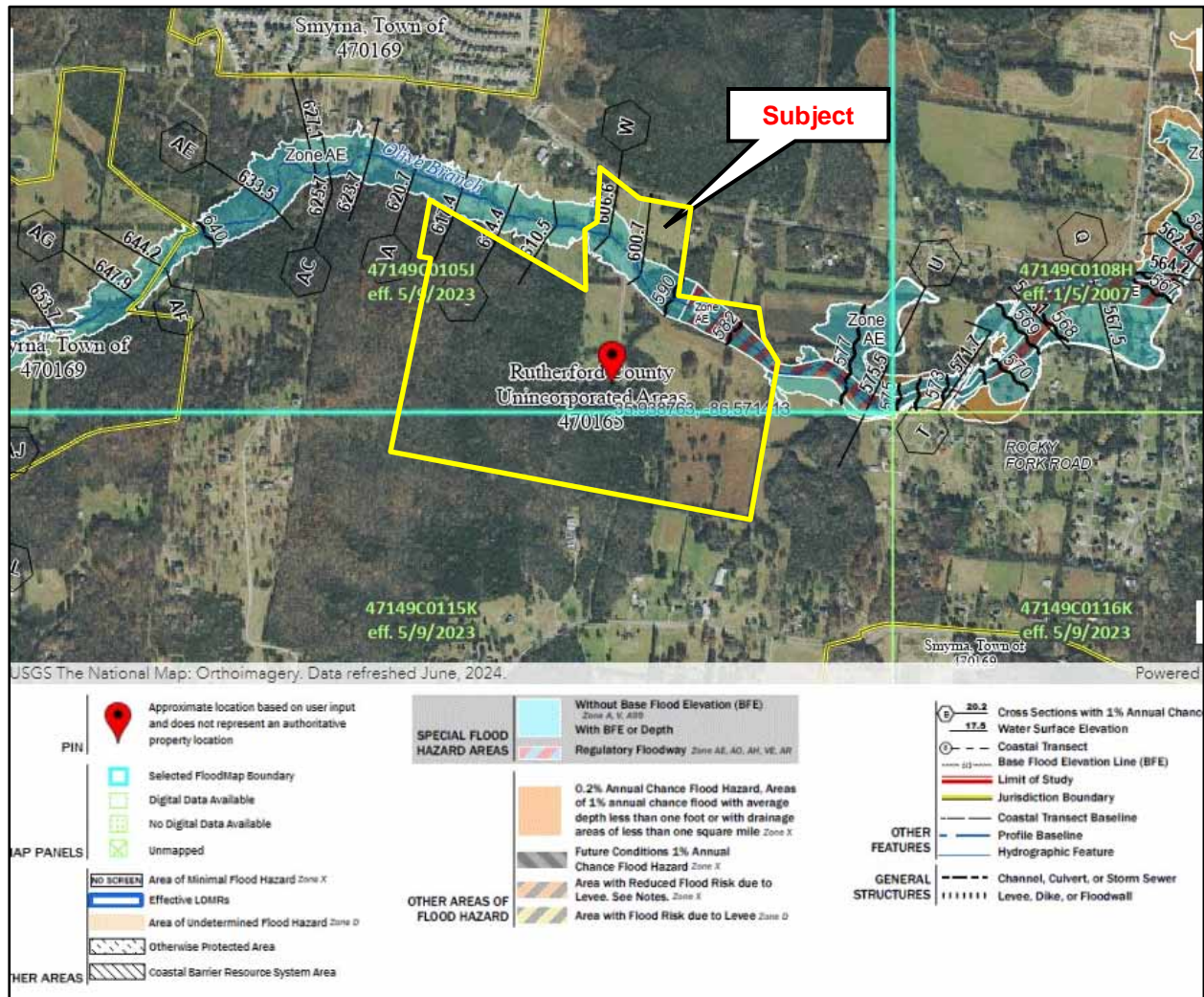


## NATIONAL WETLANDS INVENTORY MAP

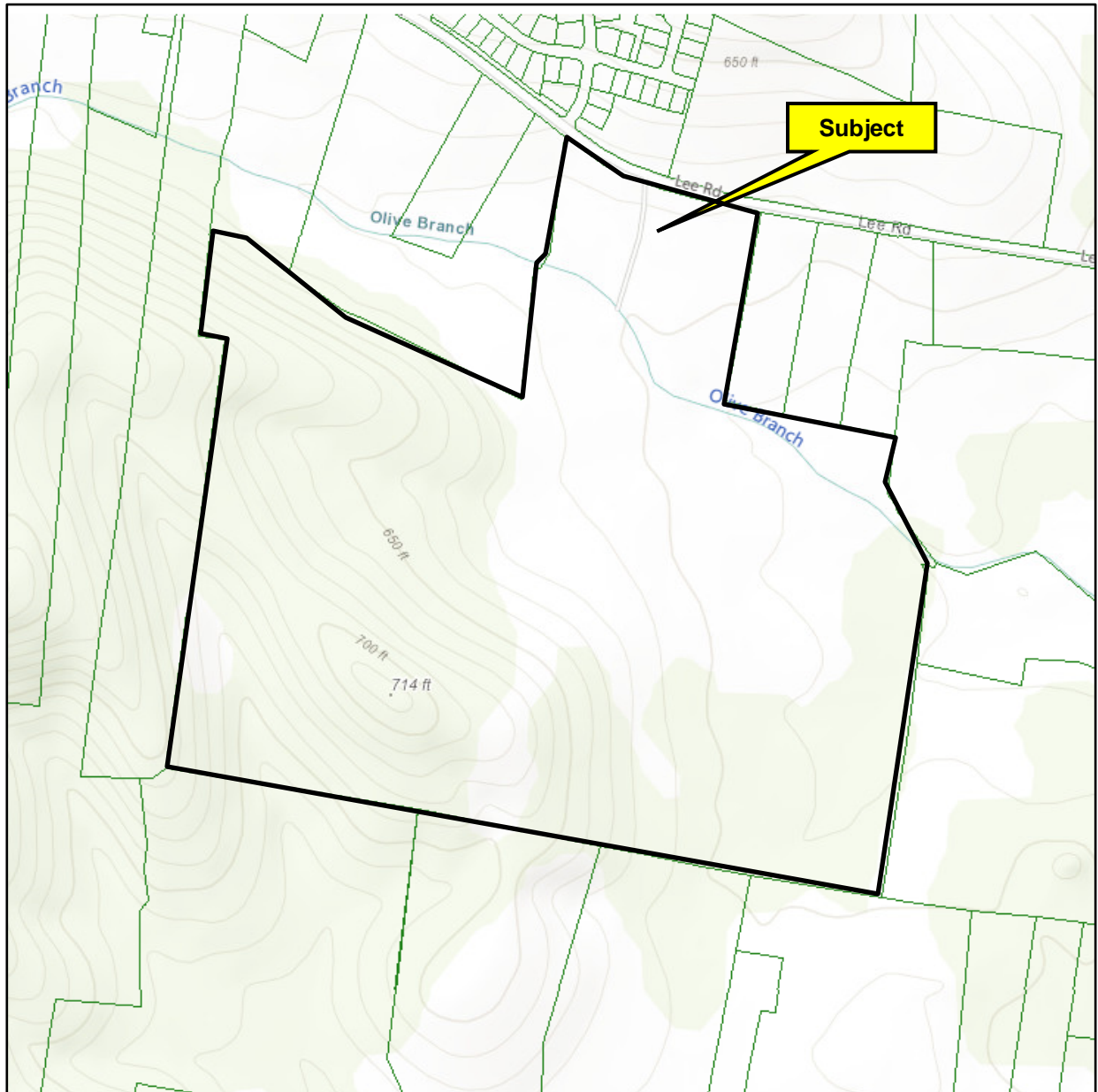




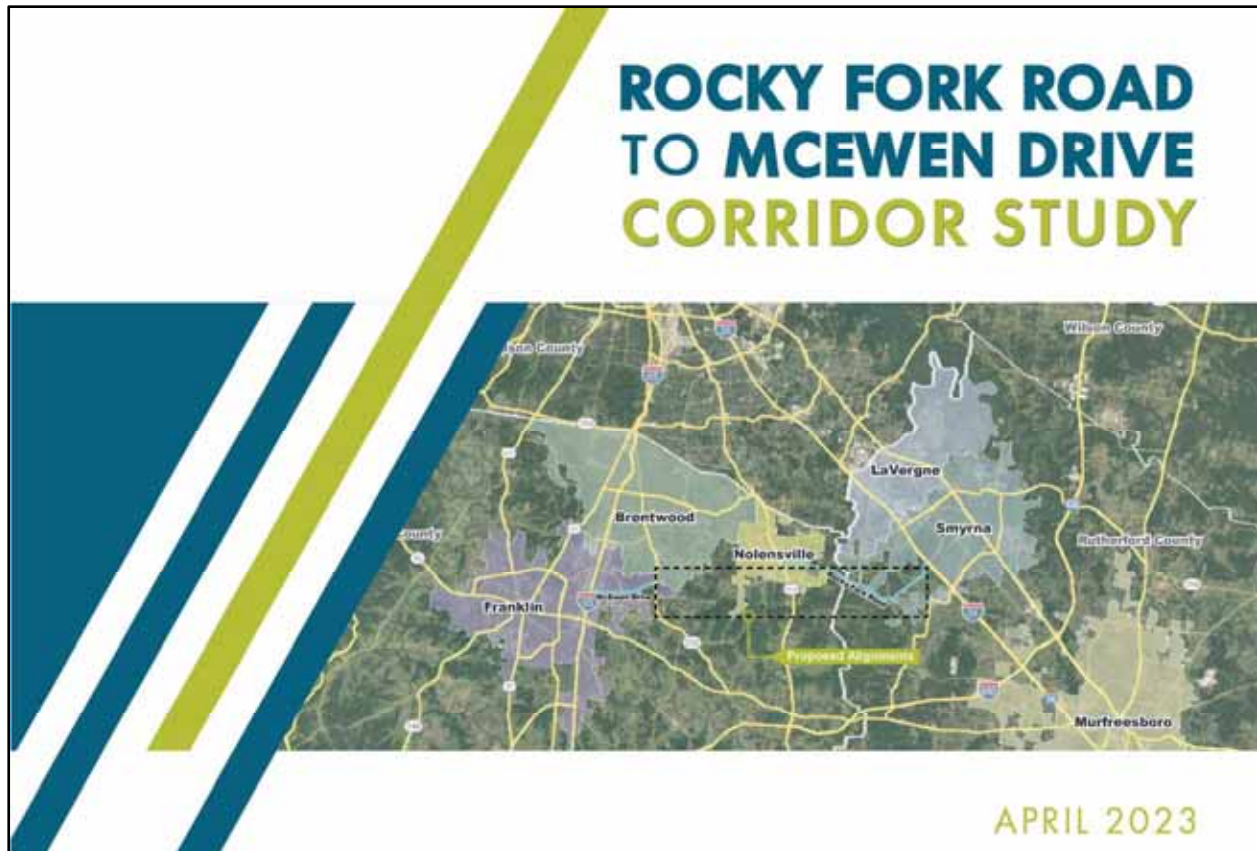
## FEMA FLOOD MAP



# TOPOGRAPHY MAP

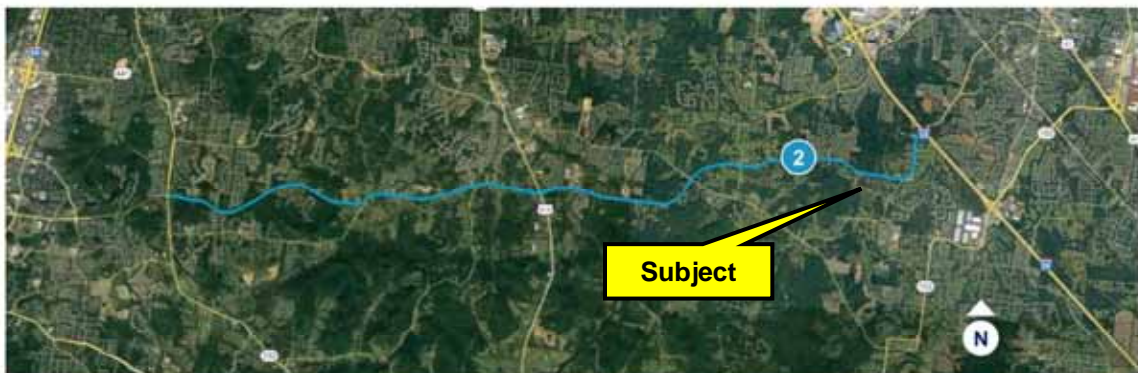






## Rocky Fork Road to McEwen Drive Corridor Study

April 2023



## SUBJECT DEEDS

STATE OF TENNESSEE )  
                          )  
                          ss.  
COUNTY OF RUTHERFORD )

Mail Tax Notices To:

GERALD B. & EVELYN J. Lee  
Route 1 - Box 190  
Smyrna, Tenn. 37167

PREPARED BY SMITH, SELLERS, & TOLBERT ATTYS  
MURFREESBORO, TENNESSEE FROM  
INFORMATION FURNISHED BY THE PARTIES (pm)

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, I, the undersigned, BEN H. JOHNS, Unmarried, have bargained and sold and do hereby transfer and convey unto GERALD B. LEE and wife, EVELYN JOHNS LEE, their heirs and assigns, forever, a ONE-THIRD (1/3) UNDIVIDED INTEREST in and to that certain real estate situated in the 4th Civil District of Rutherford County, State of Tennessee, and being described according to Certificate of Survey made by Robert E. Francis, Registered Land Surveyor, as follows:

Bounded on the North by Lee Road, property of Carl Bruce Gentry and tracts #1, #4, #5 and #6 of this survey; the East by tract #4 of this survey, property of John R. Lee, Deed Book 11, page 260, and property of John Lee, Jr., Deed Book 123, page 278; the South by property of Wilburn E. Cordell, Deed Book 239, page 658; property of Lionel Simms, Deed Book 280, page 578; property of Paul W. Hartman, Deed Book 280, page 700; property of Paul Jason Hartman and property of Julia P. Davis, Deed Book 249, page 566; the West by property of Glen Jenkins, Deed Book 272, page 852, and property of Carl Bruce Gentry.

Beginning at a nail in the center line of Lee Road, being the NE corner of this tract and further identified as N 82 deg. 29' W 750.0 feet from the NW corner of Howard Hale (Deed Book 231, page 341); thence leaving road and with west line of tract #4 of this survey being a staked line S 7 deg. 31' W, through a pin set 30 feet off center line of road and continuing for a total distance of 871.2 feet to a pin, being the SW corner of tract #4; thence with south line of tracts #4, #5 & #6 of this survey S 82 deg. 29' E 737.5 feet to a pin 1.5 feet off fence line of John R. Lee; thence with west fence line of John R. Lee as follows: S 4 deg. 10' W 262.5 feet to a pin by corner post; thence S 62 deg. 52' E 56.2 feet to a pin by post; thence S 2 deg. 00' 33.3 feet to a pin by an 8-inch hackberry on the northeast bank of Olive Branch Creek; thence with fence line along bank of creek S 39 deg. 10' E 280.6 feet to a point in center line of said Creek; thence leaving creek at water gap S 16 deg. 20' W 20.0 feet to a point on south bank of creek; thence with fence N 84 deg. 10' W 57.8 feet to a pin in fence corner; thence with west fence line of John Lee, Jr. S 34 deg. 10' E 51.6 feet to a 15-inch oak (hacked) in fence corner; thence continuing S 5 deg. 03' W 683.7 feet to a pin in fence corner; thence continuing with west fence of John Lee, Jr. S 5 deg. 47' W 716.4

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FOR APPLICATION FOR APPROVAL  
OF LAND AS AGRICULTURAL LAND,  
SEE BOOK A-519 PAGE 393

## SUBJECT DEEDS

830

feet to a pin by corner post in north fence line of Wilburn E. Cordell; thence with north fence line of Cordell N 83 deg. 28' W 235.3 feet to a pin in fence corner; thence with north fence line of Lionel Simms N 83 deg. 11' W 344.2 feet to a pin in fence corner; thence with north fence line of Paul W. Hartman N 82 deg. 52' W 394.2 feet to a pin by corner post; thence with north fence line of Paul Jason Hartman N 83 deg. 04' W 285.9 feet to a point in fence line at old gate in road; thence continuing N 83 deg. 47' W 574.2 feet to a point in fence line; thence continuing with north fence line of Hartman N 76 deg. 50' W 188.0 feet to a point in fence line by a 36-inch oak tree; thence with north fence line of Julia P. Davis N 83 deg. 16' W 1070.1 feet to a pin by corner post; thence with east fence line of Glen Jenkins N 4 deg. 06' E 1874.8 feet to a pin by corner post; thence with north fence of Jenkins N 89 deg. 07' W 102.6 feet to a pin by corner post; thence with east fence line of Jenkins N 3 deg. 04' E 471.6 feet to a pin by fence corner, being the SW corner of tract #1 of this survey; thence with south fence line of tract #1, S 65 deg. 20' E 152.5 feet to a pin by a 10-inch cedar in fence line; thence continuing S 61 deg. 56' E 209.1 feet to a pin in fence line; thence with south fence line of Carl Bruce Gentry as follows: S 58 deg. 42' 30" E 285.6 feet to a pin in fence line; thence S 69 deg. 19' 30" E 70.8 feet to a pin in fence line; thence S 66 deg. 29' E 782.1 feet to a pin in fence corner, being the SE corner of Carl Bruce Gentry; thence with east fence line of C. B. Gentry as follows: N 2 deg. 54' 30" E 561.8 feet to a point in fence corner; thence N 87 deg. 30' E 20.0 feet to a pin by a 12-inch cedar on south side of Olive Branch; thence crossing said Creek N 30 deg. 19' 30" E 85.2 feet to a pin by an 8-inch cedar in old fence line; thence N 4 deg. 27' E, through a pin 25 feet off the center line of Lee Road, for a total distance of 529.0 feet to a nail in the center line of said road; thence with the center line of Lee Road as follows: S 56 deg. 18' E 192.34 feet to a nail; thence S 64 deg. 03' 30" E 135.7 feet to a nail in center of road; thence S 74 deg. 17' E 181.1 feet to a railroad spike; thence S 76 deg. 47' E 209.5 feet to a nail in center of road; thence S 82 deg. 29' E 208.8 feet to the beginning, containing 161.70 acres, more or less.

Being the same property conveyed to Ben H. Johns by deed from Elizabeth C. Gentry et al, dated July 1, 1982, recorded in Deed Book 312, page 705, of the Register's Office of Rutherford County, Tennessee.

TO HAVE AND TO HOLD a ONE-THIRD (1/3) UNDIVIDED INTEREST

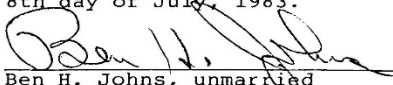
in and to said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said grantees, their heirs and assigns, forever.

I covenant with the said grantees that I am lawfully seized and possessed of said interest in and to said real estate; that I have a good right to convey the same; and that it is unencumbered except by lien of the 1983 Taxes, which taxes are being prorated between the parties herein.

## SUBJECT DEEDS

I further covenant and bind myself, my heirs and representatives, forever, to warrant and defend the title to said interest in and to said real estate unto the said grantees, their heirs and assigns, against the lawful claims of all persons, whomsoever.

WITNESS MY HAND this the 8th day of July, 1983.

  
Ben H. Johns, unmarried

STATE OF TENNESSEE )  
                                  ss.  
COUNTY OF RUTHERFORD )

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named, BEN H. JOHNS, unmarried, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing (DEED) instrument for purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at office in Murfreesboro, Tennessee, on this the 15<sup>th</sup> day of July, 1983.

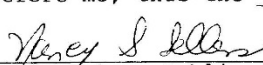
  
Nancy S. Sellers  
Notary Public

My commission expires: 10-18-86.

I hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$24,832.67, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

  
Affiant

Subscribed and sworn to before me, this the 15<sup>th</sup> day of July, 1983.

  
Nancy S. Sellers  
Notary Public

My commission expires: 10-18-86.

STATE OF TENNESSEE  
RUTHERFORD COUNTY  
OFFICE OF THE REGISTER July 22 1983  
I, HOMER JONES, REGISTER DO CERTIFY THAT THE  
FOREGOING INSTRUMENT AND CERTIFICATE ARE REGISTERED IN MY SAID OFFICE IN BOOK NO. 322  
PAGE NO. 829 AND THAT THEY WERE  
RECEIVED July 22 1983 AT 12:20  
O'CLOCK PM AND ENTERED IN NOTE BOOK 28  
PAGE 150  
BY Betty Mansper HOMER JONES, Register  
DEF. REG.

RECORDING FEE	<u>9.00</u>
STATE TAX	<u>64.48</u>
REGISTER'S FEE	<u>.50</u>
TOTAL PAID	<u>73.98</u>
RECEIPT NO.	<u>41071</u>

## SUBJECT DEEDS

STATE OF TENNESSEE )  
                          ss.  
COUNTY OF RUTHERFORD )

Mail Tax Notices To:

GERALD B. & EVELYN J. Lee

Route 1 - Box 190

Smyrna, Tenn. 37167

PREPARED BY SMITH, SELLERS, & TOLBERT ATTYS  
MURFREESBORO, TENNESSEE FROM  
INFORMATION FURNISHED BY THE PARTIES (pm)

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, I, the undersigned, BEN H. JOHNS, Unmarried, have bargained and sold and do hereby transfer and convey unto GERALD B. LEE and wife, EVELYN JOHNS LEE, their heirs and assigns, forever, a ONE-THIRD (1/3) UNDIVIDED INTEREST in and to that certain real estate situated in the 4th Civil District of Rutherford County, State of Tennessee, and being described according to Certificate of Survey made by Robert E. Francis, Registered Land Surveyor, as follows:

Bounded on the North by Lee Road, property of Carl Bruce Gentry and tracts #1, #4, #5 and #6 of this survey; the East by tract #4 of this survey, property of John R. Lee, Deed Book 11, page 260, and property of John Lee, Jr., Deed Book 123, page 278; the South by property of Wilburn E. Cordell, Deed Book 239, page 658; property of Lionel Simms, Deed Book 280, page 578; property of Paul W. Hartman, Deed Book 280, page 700; property of Paul Jason Hartman and property of Julia P. Davis, Deed Book 249, page 566; the West by property of Glen Jenkins, Deed Book 272, page 852, and property of Carl Bruce Gentry.

Beginning at a nail in the center line of Lee Road, being the NE corner of this tract and further identified as N 82 deg. 29' W 750.0 feet from the NW corner of Howard Hale (Deed Book 231, page 341); thence leaving road and with west line of tract #4 of this survey being a staked line S 7 deg. 31' W, through a pin set 30 feet off center line of road and continuing for a total distance of 871.2 feet to a pin, being the SW corner of tract #4; thence with south line of tracts #4, #5 & #6 of this survey S 82 deg. 29' E 737.5 feet to a pin 1.5 feet off fence line of John R. Lee; thence with west fence line of John R. Lee as follows: S 4 deg. 10' W 262.5 feet to a pin by corner post; thence S 62 deg. 52' E 56.2 feet to a pin by post; thence S 2 deg. 00' 33.3 feet to a pin by an 8-inch hackberry on the northeast bank of Olive Branch Creek; thence with fence line along bank of creek S 39 deg. 10' E 280.6 feet to a point in center line of said Creek; thence leaving creek at water gap S 16 deg. 20' W 20.0 feet to a point on south bank of creek; thence with fence N 84 deg. 10' W 57.8 feet to a pin in fence corner; thence with west fence line of John Lee, Jr. S 34 deg. 10' E 51.6 feet to a 15-inch oak (hacked) in fence corner; thence continuing S 5 deg. 03' W 683.7 feet to a pin in fence corner; thence continuing with west fence of John Lee, Jr. S 5 deg. 47' W 716.4

829

FOR APPLICATION FOR APPROVAL  
OF LAND AS AGRICULTURAL LAND,  
SEE BOOK A-519 PAGE 323



## SUBJECT DEEDS

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Being the same property conveyed to Ben H. Johns by deed from Elizabeth C. Gentry et al, dated July 1, 1982, recorded in Deed Book 312, page 705, of the Register's Office of Rutherford County, Tennessee.

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I covenant with the said grantees that I am lawfully seized and possessed of said interest in and to said real estate; that I have a good right to convey the same; and that it is unencumbered except by lien of the 1983 Taxes, which taxes are being prorated between the parties herein.

I further covenant and bind myself, my heirs and representatives, forever, to warrant and defend the title to said interest in and to said real estate unto the said grantees, their heirs and assigns, against the lawful claims of all persons, whomsoever.

  
Ben H. Johns, unmarried

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named, BEN H. JOHNS, unmarried, the bargainer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing (DEED) instrument for purposes therein contained.

WITNESS my hand and seal of the County of Shelby, Tennessee, on this 1st day of May, 1906.

My commission expires: 10-18-86.

  
Affiant

Subscriber  
July, 1983

My commission expires: 10-18-86.

OFFICE OF THE REGISTER July 22 1983  
I, ROSEAN JONES, REGISTER DO CERTIFY THAT THE  
FOREGOING INSTRUMENT AND CERTIFICATE ARE REGIS-  
TERED IN MY SAID OFFICE IN BOOK NO. 322  
PAGE NO. 829 AND THAT THEY WERE  
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PAGE 150 1

NAME Betty Jones HOMER JONES, Register  
 SEX Female DEP BFO

RECORDING FEE 9.00  
STATE TAX 64.48  
REGISTER'S FEE .50  
TOTAL PAID 7398  
RECEIPT NO. 41071

# SUBJECT DEEDS

STATE OF TENNESSEE )  
 ) ss.  
 COUNTY OF RUTHERFORD )

24

Mail Tax Notices To:

Richard G. Johns  
Chicken Lake Route 4  
Ameyna, Tenn. 37167

PREPARED BY SMITH, SELLERS, & TOLBERT ATTYS  
 MEMPHIS, TENNESSEE FROM  
 INFORMATION FURNISHED BY THE PARTIES. (pm)

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, I, the undersigned, BEN H. JOHNS, unmarried, have bargained and sold and do hereby transfer and convey unto RICHARD G. JOHNS and wife, DELORIE K. JOHNS, their heirs and assigns, forever, a ONE-THIRD (1/3) UNDIVIDED INTEREST in and to that certain real estate situated in the 4th Civil District of Rutherford County, State of Tennessee, and being described according to Certificate of Survey made by Robert E. Francis, Registered Land Surveyor, as follows:

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FOR APPLICATION FOR APPROVAL  
 OF LAND AS AGRICULTURAL LAND,  
 SEE BOOK 4519 PAGE 393



## SUBJECT DEEDS

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I covenant with the said grantees that I am lawfully seized and possessed of said interest in and to said real estate; that I have a good right to convey the same; and that it is unencumbered except by lien of the 1983 Taxes, which taxes are being prorated between the parties herein.

## 26

WITNESS MY HAND this the 8th day of July, 1983.

Ben H. Johns, unmarried

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named, BEN H. JOHNS, unmarried, the bargainer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing (DEED) instrument for purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at office in Murfreesboro,  
Tennessee, on this the 15<sup>th</sup> day of July, 1983.

Notary Public

My Commission expires: 10-18-86

I hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$24,832.67, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me, this the 15<sup>th</sup> day of  
July, 1983.

Notary Public

My commission expires: 10-18-86.

RECORDING FEE 9.00  
STATE TAX 64.48  
REGISTER'S FEE .50  
TOTAL PAID 73.98  
RECEIPT NO. 46532

STATE OF TENNESSEE  
RUTHERFORD COUNTY

OFFICE OF THE REGISTER Nov 9 19 83  
I, HOMER JONES, REGISTER DO CERTIFY THAT THE  
FOREGOING INSTRUMENT AND CERTIFICATE ARE REGIS-  
TERED IN MY SAID OFFICE IN BOOK NO. 327  
PAGE NO. 24 AND THAT THEY WERE  
RECEIVED Nov 9 '83 AT 1:45  
O'CLOCK PM, AND ENTERED IN NOTE BOOK 28  
PAGE 264

WOMER JONES, Register  
BY Guliyne Jones DEP REC

## PENDING CONTRACT

### REAL ESTATE PURCHASE AGREEMENT

(5405 Lee Road, Smyrna, TN)

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

#### Background

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

Seller wishes to sell the Property to Buyer;

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

#### 1. PURCHASE PRICE, PAYMENT, SURVEY

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

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

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

#### 1.4 Closing Costs.

(a) Seller shall pay:

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

## PENDING CONTRACT

(b) Buyer shall pay:

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

### 2. INSPECTION PERIOD AND CLOSING

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

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

## PENDING CONTRACT

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

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

### 3. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER

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

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

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

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

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

### 4. POSSESSION; RISK OF LOSS

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

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

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

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

4.3 USA Patriot Act.

## PENDING CONTRACT

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

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

### 5. TITLE MATTERS

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

### 6. CONDITIONS PRECEDENT

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

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

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

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

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

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

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

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

## PENDING CONTRACT

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

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

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

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

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

### 7. BREACH: REMEDIES

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

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



## PENDING CONTRACT

### 8. MISCELLANEOUS

#### 8.1 Commissions.

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

As to Seller:

Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to  
Seller's Counsel:

As to Buyer:

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

With a copy to  
Buyer's Counsel:

Jeff Reed  
16 Public Square North  
Murfreesboro, TN 37130  
Telephone: (615) 893-5522  
Facsimile: (615) 849-2135  
Email: [jreed@mborolaw.com](mailto:jreed@mborolaw.com)

With a copy to  
Escrow Agent:  
(if required)

Hudson, Reed & Christiansen, PLLC  
16 Public Square North  
Murfreesboro, TN 37130  
Telephone: (615) 893-5522  
Facsimile: (615) 849-2135

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

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

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



## PENDING CONTRACT

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

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

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

"BUYER"

RUTHERFORD COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chairman

"SELLER"

  
\_\_\_\_\_, as conservator for Evelyn Johns  
Lee

  
\_\_\_\_\_  
EVELYN JOHNS LEE

## PENDING CONTRACT

### JOINDER OF ESCROW AGENT

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

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

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

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

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

HUDSON, REED & CHRISTIANSEN, PLLC

By: \_\_\_\_\_  
Its Authorized Agent

Date: \_\_\_\_\_



WATER CAPACITY UPGRADE COST ANALYSIS

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

Subject Property Share

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

Breakdown By Areas Involved:

	Area A	Area B	Area C	Area D	% of Grand Total	% of Area B	% of Area C & D
195.4	Area A				3.4%	9.5%	N.A.
485.2	Area B				3.0%	8.3%	N.A.
276.7	Area C				3.7%	N.A.	N.A.
404.9	Area D				11.8%	N.A.	39.7%
1362.2	Grand Total of the area this water main will supply with increased flow				78.2%		
(acres)							
46.0	Cooks Lane 1						
40.5	Cooks Lane 2						
50.7	Weekly Lee Rd (incl Ph 3)						
160.7	Potential Additional Site						
1064.3	CUD = Grand Total less the developments						

	Total Project Cost	Cooks Lane 1	Cooks Lane 2	Weekly Lee Rd	Potential Add'l Site	CUD	verify if 100%
Water Main Segment 1: The Length Serving ALL Areas	2,900 \$ 761,000	\$ 25,700	\$ 22,600	\$ 28,300	\$ 89,800	\$ 594,500	100%
Water Main Segment 2: The Length Serving Area B ONLY	1,500 \$ 384,000	\$ 37,000	\$ 33,000	\$ -	\$ -	\$ 324,000	100%
Water Main Segment 3: The Length Serving Areas C & D	4,400 \$ 1,154,000	\$ -	\$ -	\$ 211,000	\$ 272,000	\$ 670,000	100%
Water Main Segment 4: The Length Serving Area D ONLY	6,200 \$ 1,626,000	\$ -	\$ -	\$ -	\$ 645,000	\$ 981,000	100%
Totals	15,000 \$ 3,935,000	\$ 62,700	\$ 55,600	\$ 239,300	\$ 1,006,800	\$ 2,569,600	

Total Number of Proposed Lots 145 120 147  
Cost per Lot \$ 432 \$ 463 \$ 1,528

This is approximately increasing item T-3 to 145.

## LETTER OF ENGAGEMENT

**Eric Boozer**

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**From:** Jeffrey Reed <jreed@mborolaw.com>  
**Sent:** Wednesday, March 26, 2025 10:39 AM  
**To:** Eric Boozer  
**Subject:** Re: Appraisal Proposal for Rutherford County Board of Education for potential school site

Eric,

This is approved for you to proceed.

Thank you.

Jeff

Jeff Reed  
Hudson, Reed & Christiansen, PLLC  
16 Public Square North  
Murfreesboro, Tennessee 37130  
Office: (615) 893-5522  
Fax: (615) 849-2135  
[jreed@mborolaw.com](mailto:jreed@mborolaw.com)

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**From:** Eric Boozer  
**Sent:** Tuesday, March 25, 2025 11:28 AM  
**To:** Jeffrey Reed  
**Subject:** Appraisal Proposal for Rutherford County Board of Education for potential school site

RE: Appraisal proposal

Type Report:	Appraisal Report
Property Rights:	Fee Simple Estate based on highest and best use
Intended Use:	Acquisition purposes / possible eminent domain
Property:	5405 Lee Road, Smyrna, TN 37167
Ownership:	Gerald B. Lee, et al
Tax ID:	Tax Map 51, Parcel 18.00 (Rutherford County)

**Fee Quote:**        **\$2,000 (Phase 1 – Verbal report)**  
                         **\$2,000 (Phase 2 – Written report)**  
**Delivery:**        **2 weeks – Phase 1**  
                         **2 weeks – Phase 2**

Mr. Reed,

If the terms above are acceptable, please let me know and we'll get started on the Phase 1 part of the assignment asap.

If necessary, upon receipt of notification to proceed, we will prepare the Phase 2 written report.

If you have any questions or would like to discuss further, please contact me.



## LETTER OF ENGAGEMENT

Thank you,

Eric L. Boozer, MAI, AI-GRS, CCIM  
Boozer & Company, P.C.  
106 Mission Court, Ste. 1001  
Franklin, TN 37067  
615-591-4422 ext. 202

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**From:** Jeffrey Reed <[jreed@mborolaw.com](mailto:jreed@mborolaw.com)>  
**Sent:** Friday, March 21, 2025 3:12 PM  
**To:** Eric Boozer <[ericboozer@boozercompany.com](mailto:ericboozer@boozercompany.com)>  
**Subject:** New Appraisal Order for Rutherford County Board of Education for potential school site

Eric,

Hope all is well. I was going to see if I can get your help to appraise a parcel of about 161.7 acres on Lee Road in Rutherford County for a potential school site. 5405 Lee Road, Tax Map 051, Parcel 01800. Evelyn Johns Lee and Gerald Lee are the Sellers. I will need to get a quote from you before I can tell you to start. Could you please give me a call when you get a chance?

Thank you.

Jeff

Jeff Reed  
Hudson, Reed & Christiansen, PLLC  
16 Public Square North  
Murfreesboro, Tennessee 37130  
Office: (615) 893-5522  
Fax: (615) 849-2135  
[jreed@mborolaw.com](mailto:jreed@mborolaw.com)



NOTICE: This message is intended only for the addressee and may contain information that is privileged, confidential and/or attorney work product. If you are not the intended recipient, do not read, copy, retain or disseminate this message or attachment. If you have received this message in error, please call the sender immediately at (615) 893-5522 and delete all copies of the message and any attachment. Neither the transmission of this message or any attachment, nor any error in transmission or misdelivery shall constitute waiver of any applicable legal privilege.

# **RUTHERFORD COUNTY BOARD OF EDUCATION**

## **BUS TRANSPORTATION SERVICES CONTRACT**

**BEGINNING WITH 2025/2026  
SCHOOL YEAR**

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

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

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

**BACKGROUND**

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

**AGREEMENT**

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

**1. ROLE OF CONTRACTOR**

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

- 1.1. “Daily services” is defined as all home-to-school and school-to-home transportation of any students of Rutherford County Schools that take place at the beginning or end of the school day for such students. Variations may be made for mid-day runs for students on abbreviated schedules, and locations such as daycares may be designated as the student’s “home” for the purposes of “daily services.”
- 1.2. “Other transportation” is defined as any school-approved transportation of students and Rutherford County Schools personnel other than daily services, e.g. transportation to/from extracurricular events. Daily services must be completed prior to a bus engaging in other transportation.

**2. SPECIFIC DUTIES OF CONTRACTOR**

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

**2.1. Personal Conduct**

- a. To engage in no act or omission that endangers the safety and/or wellbeing of any student or places any student at risk.



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

## 2.2. Maintenance and Inspection of Buses

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

To either obtain or have access to one or more substitute school buses capable of transporting like number of students assigned to the school bus route and to have each such substitute bus pre-approved by the Board's Transportation Department and to also have a competent substitute driver who meets the qualifications specified in Section 6.1 of this Agreement to cover the Contractor's assigned route(s) which has been pre-approved by the Board's Transportation Department or an agreement in place with a CONTRACTOR, as approved by the Rutherford County School System Transportation Department ("Transportation Department"), to ensure route coverage. The Transportation Department shall have the right to disapprove a backup plan if the backup plan does not reasonably provide a backup plan to transport a like number of students assigned to the school bus route. If the Transportation Department determines it is necessary to assign others to cover a route for any day, days, or partial days, the Board shall deduct from Contractor's compensation the amount equal to the Contract amount for each day the Contractor does not provide service and the amount deducted will be paid to the other bus contractors covering the routes(s).

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

- c. To ensure that all buses are properly numbered with a Rutherford County School's assigned number; and have "Rutherford County Schools" properly displayed. Bus numbers shall be black, a minimum of six inches (6") in height, and shall not be placed on fenders, bumpers, etc. The bus number shall be displayed in the following locations:
  - i. On the left side of the bus body near the front, but not obscured by the stop arm;
  - ii. On the right side of the bus near the front door, but not obscured by the door;
  - iii. On the right rear of the bus near the emergency door.
  - iv. Temporary numbers shall follow all of the above guidelines. A bus should never have more than one bus number displayed at the above locations at any one time.
- d. To allow and facilitate the periodic inspection of CONTRACTOR's bus by Rutherford County Schools, the Tennessee Department of Education, the Tennessee Department of Safety and Homeland Security, and/or any other governmental agency. The Board's Transportation Department shall give CONTRACTOR forty-eight (48) hour notice of its intent to inspect for any other reason.
- e. To ensure that all licenses, endorsements, permits, vehicle inspection reports, and similar documentation required for the CONTRACTOR to operate his/her bus or substitute bus for transportation of students are valid and current at all times, and to make such documents available as required by Rutherford County Schools and/or any other governmental agency.
- f. CONTRACTOR shall be required to maintain general liability insurance coverage from an insurance company licensed in the State of Tennessee with an AM Best rating of A- or better, or as otherwise acceptable to the Board, naming the Board as an additional insured. Each CONTRACTOR shall maintain liability insurance with coverage limits as required by State law, but with auto liability coverage limits of no less than \$1,000,000 for auto liability, \$1,000,000 for general business liability, and a \$2,000,000 umbrella policy that provides additional coverage to the auto liability and general business liability policies. The policies obtained by Contractor shall also include uninsured and underinsured coverage of no less than \$1,000,000 per occurrence. The deductibles under the policies shall be no more than \$5,000 unless the Board expressly approves a different deductible maximum. CONTRACTOR may obtain more insurance coverage if they choose to do so. The liability insurance of the CONTRACTOR shall be primary as between any other insurance coverage. CONTRACTOR shall provide the Board with a written Certificate of Insurance confirming coverage required under this Agreement no less than once annually and as requested by the Board. Each policy shall include a provision that it may not be cancelled without the insurance carrier providing thirty (30)

days advance written notice to the Board. Upon the termination of this contract for any reason, CONTRACTOR must provide a certificate of insurance to the Board within five (5) days of the last day of service hereunder confirming insurance coverage with the minimum coverages stated above for all claims and occurrences accruing through the CONTRACTOR's last day of service. If a CONTRACTOR fails to maintain the insurance required hereunder or fails to provide the Board proof of coverage upon the Board's request, the Board may suspend or terminate this Contract. CONTRACTOR is also encouraged to obtain additional auto and business liability and property casualty insurance coverage on CONTRACTOR's buses. Notwithstanding the above, if applicable law allows the BOARD to provide liability insurance coverage for CONTRACTORS, the Rutherford County Risk Management Office can obtain insurance coverage acceptable on terms agreeable by the Board, and the Board elects to do so in writing, the obligations under this Section 1.3 can be amended by written mutual agreement with Contractor.

### 2.3. Operation of Buses

- a. To require any driver driving on behalf of CONTRACTOR to participate in such safety training and continuing education as may be directed or required by Rutherford County Schools or any state or federal agency.
- b. To complete, certify, and submit mileage affidavits three (3) days following the first full day of the new school year each academic year.
- c. To complete, certify, and submit all forms requested or required by the Board's Transportation Department including, but not limited to, Bus Vehicle Identification Number information, driver information, and bus checker form no later than ten (10) business days prior to the first day of school at the beginning of each academic year. Updated route sheets, pupil load reports, and bus stop changes four weeks after the first full day of the new school year.  
  
To provide maintenance records requested by the Board's Transportation Department within twenty-four (24) hours after receiving written notice.
- d. To require any driver driving on behalf of the CONTRACTOR to be familiar with and abide by all policies, procedures, rules, regulations and other requirements affecting student transportation including, but not limited to, those set forth in the Rutherford County Schools Handbook and the Board Policy Manual, which the Board and/or Rutherford County Schools may revise and/or amend from time to time. Provided, however, the BOARD shall notify CONTRACTOR in writing at least thirty (30) days prior to any changes in existing policy that explicitly pertains to buses except as required by law.
- e. To report all injuries, accidents, and occurrences to the Board and its insurance carrier within the time limits specific by the carrier and the Board's Transportation Department and to cooperate fully in the Board's and/or carrier's investigation of all accidents and occurrences.
  - i. Accidents will be classified as preventable or non-preventable by the Rutherford County's insurance carrier or insurance department. If CONTRACTOR is responsible for two (2) or more preventable accidents within a three (3) year period, the Board reserves the right to prohibit

the responsible bus driver from operating a bus and the Board may, within the Board's discretion, terminate this Contract with the CONTRACTOR. In the event a CONTRACTOR is involved in an accident, the Board's Transportation Director shall advise the CONTRACTOR as to whether the Rutherford County's insurance carrier classifies said accident as preventable or non-preventable.

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

f. To refrain from display on any bus advertising signage, personal statements, religious symbols or statements, or political signage or statements except for signage approved by the Board Transportation Department advertising bus driver positions available for hire

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

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

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

j. To provide Transportation Department with a copy of the insurance card and either a bus registration or a lease agreement in CONTRACTOR's name for all contracted bus routes. To ensure that all bus drivers are physically and mentally competent to safely drive and operate a bus. The Board Transportation Department reserves the right to require physical medical examinations of drivers. Any drivers which are not determined to be physically or mentally fit to safely drive and operate a bus shall not be permitted to drive a bus under this Contract.

#### 2.4. Capacity

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

- b. Special education buses must have seating between twenty-two (22) and thirty-four (34), with a minimum of one spot for a wheelchair.
- c. CONTRACTOR shall not change the type or size of a bus to result in added expenses for the Board unless, prior to any change, there has been an agreement in writing between the CONTRACTOR and the Board, unless the change was caused by circumstances beyond the CONTRACTOR's control.

2.5. Bus Equipment- specific responsibilities of Board:

a. Radios

- i. The Board requires that anytime a bus of the CONTRACTOR is in operation, a two-way radio is on and operating and the Board's Transportation Department should be notified anytime the two-way radio is not operating properly.
- ii. Radios are to be used for school transportation related issues only. Federal guidelines for proper radio operation apply.
- iii. CONTRACTOR shall permit the Board's Transportation Department access to the Radio system and all equipment provided by the Board at any time for the purpose of inspection or repair of the operation of the system. The Transportation Department shall notify the CONTRACTOR prior to accessing the radio or equipment from the bus. Notification may be made by call, email, or in person.
- iv. BOARD is responsible for the maintenance and operation of the radio within state and federal Rules and Regulations.
- v. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing radio system, BOARD will provide the compliant system. CONTRACTOR is required to work with BOARD to guarantee installation of the new system within thirty (30) days of notification from Transportation Department. The BOARD shall be responsible to pay the costs of any repairs required to a Bus following any repairs, modifications, upgrades, installations, or removals of any equipment required by the BOARD.

b. Camera/Digital Recording

- i. CONTRACTOR shall allow BOARD to equip buses with a Board-approved camera/recording system; to verify the system is on and operating anytime the bus is in use for transportation activities in which Rutherford County school students are involved; and to notify the Board's Transportation Department anytime the system is not operating properly.
- ii. The data recorded by the camera/recording system shall be the property of the Board, and shall, under no circumstances, be copied, disclosed, or altered by the CONTRACTOR.

- iii. CONTRACTOR shall permit the Transportation Department access to the camera/recording system at any time for the purpose of reviewing and retrieving the recorded data and inspecting the operation of the system. The Transportation Department shall notify the CONTRACTOR prior to requesting access to the video from the bus. Notification may be made by call, email, or in person. The BOARD shall also permit a CONTRACTOR to view any recordings pertaining to the CONTRACTOR'S bus at the BOARD's office during normal business hours upon written request in advance within two business days of receipt of said written request.
- iv. The CONTRACTOR shall protect the camera/recording system and its recorded data against any harm, damage, or loss.
- v. BOARD is responsible for the maintenance and operation of the camera/digital recording device.
- vi. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing camera/recording system, BOARD will provide the compliant system. CONTRACTOR is required to work with BOARD to guarantee installation of the new system within thirty (30) days of notification from BOARD. The BOARD is responsible for any and all damage to a bus caused by any repairs, modifications, upgrades, installations, or removals of any equipment required by the BOARD.

c. Global Positioning System (GPS)

- i. CONTRACTOR shall allow BOARD to equip all buses with a Board-approved GPS that records the path and speed of the bus; and to notify the Board's Transportation Department anytime the system is not operating properly.
- ii. BOARD is responsible for the maintenance and operation of the GPS.
- iii. CONTRACTOR shall permit the Board's Transportation Department access to the GPS system at any or the purpose of the repair of the system. The Transportation Department shall notify the CONTRACTOR prior to requesting access to the GPS from the bus. Notification may be made by call, email, or in person.
- iv. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing GPS, BOARD will provide the compliant system. CONTRACTOR is required to work with BOARD to guarantee installation of the new system within thirty (30) days of notification from BOARD. The BOARD is responsible for any and all damage to a bus caused by any repairs, modifications, upgrades, installations, or removals of any equipment required by the BOARD

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

2.6. Communication with the BOARD Transportation Department

- a. CONTRACTOR shall have an active telephone number, email, and address on file with the BOARD Transportation Department. CONTRACTOR must be available at all times by phone or email, in case of emergency or planning changes.
- b. CONTRACTOR shall also provide active telephone numbers, email, and addresses for all drivers no later than ten (10) business days before the first day of school each academic year.
- c. CONTRACTOR must attend one Transportation Meeting each year to be held on the fourth (4th) Thursday in July or such other date in the fourth or last week of July which the Board's Transportation Department notifies Contractor a minimum of three (3) weeks in advance. The only excused absences from said meetings shall be due to medical or bereavement. Notwithstanding the above, if CONTRACTOR operates a special education bus, the CONTRACTOR shall be required to attend an additional meeting which will be planned and announced by the Director of Transportation a minimum of three (3) weeks in advance.
- d. At the request of the Transportation Director, CONTRACTOR shall furnish on forms specified by the Board a completed route sheet indicating streets or roads, stop locations, and number of students by grade level at each stop and/or other pertinent information four weeks after the first full day of the new school year. If after written

notification to CONTRACTOR by the Board, CONTRACTOR has not provided accurate route information to the Board as requested by the Board, the Board may suspend payments of compensation to the CONTRACTOR until such time as said information is provided.

- e. CONTRACTOR shall supply no later than ten (10) business days prior to the first day of school each year for each academic year the name, address and phone number of the person that will check the bus at the end of every run to confirm that no person remains on the bus. This ensures compliance with TCA § 49-6-2114. The Board Transportation Department must be notified in writing of any change of said information within twenty-four (24) hours of any change.
- f. CONTRACTOR should address all concerns and grievances to the Director of Transportation. If not resolved, CONTRACTOR may utilize the grievance procedure contained in Section 6.



### **3. SPECIFIC DUTIES OF THE BOARD**

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

- 3.1 To notify Contractor in writing at least thirty (30) days prior to the implementation of any new or revised policies that explicitly pertain to buses except as required by law
- 3.2 To designate the route to be followed, the school bell times, or schools which shall be serviced by the Contractor.
- 3.3 To communicate expectations regarding student carry-on item restrictions to school administrations which shall include, except as provided below, a prohibition of all glass, food, and drink on buses except for lunches in lunch boxes or other containers to be consumed at school and not on the bus and water. Notwithstanding the above, students who provide written proof of medical reasons or of a Individualized Education Plan (IEP) of a need to bring food and consume the same on the bus shall be permitted to do so.
- 3.4 To notify Contractor at least thirty (30) days in advance when Board mandated radio, GPS or camera/digital recording device is scheduled for modification, upgrade or replacement.
- 3.5 To repair any damage to Contractor's bus caused by the installation of new or replacement Board mandated equipment, device, or chemical solution (as near as is reasonably practicable having due regard for normal wear and tear). Bus shall be returned to the condition it was in prior to equipment installation or chemical use(as near as is reasonably practicable having due regard for normal wear and tear).
- 3.6 To provide first payment to Contractor on the twenty-sixth (26<sup>th</sup>) day of the month that the school year commences or earlier. Contractor shall be paid on the twenty-sixth (26<sup>th</sup>) day of each month thereafter or earlier. Checks shall be made available within three (3) days of being produced by the County Government.
- 3.7 BOARD shall provide CONTRACTOR with a list of students prior to the first day of school who appear within the records of the school system to be on CONTRACTOR'S route. CONTRACTOR acknowledges and agrees that said list cannot be fully accurate, and CONTRACTOR remains responsible to pick up, drop off, and transport all students on the assigned route regardless of whether the student is on the list. Contractor acknowledges and agrees the school system has limited information as to what students are on a route, and the Board is not responsible to provide a fully accurate list and is released and held harmless from any liability if the list is not accurate.

### **4. BUS ROUTES AND ROUTE AWARDING**

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

Termination grounds are contained in Section 8.

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

## **5. COMPENSATION OF CONTRACTOR**

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

### **5.1. Compensation for Daily Service**

#### **a. Payment Table**

- i. The Board shall pay CONTRACTOR for CONTRACTOR's services as follows subject to minimums for mileage in Section 5.1 (c) stated herein below:  
an amount equal to the product of the miles driven as set forth in section 5.1(c)(i) below multiplied by the applicable Mileage Rate as set out below, and  
to said amount shall be added an amount equal to the Seat Rate as set out below multiplied by the number of seats on the bus. For all buses, the Seat Rate shall be based on the actual number of seats on the bus. The only exception shall be a seat rate penalty applied to special education buses with inoperable lifts/equipment for student with disabilities as set out in Section 2.7 above.

Base Period – July 1, 2025 to July 1, 2026 ( 10% raise from 2024-25 in Seat and Mileage Rates)

Base Period – July 1, 2025 to July 1, 2026 ( 2.5% raise from 2025-26 in Seat and Mileage Rates)

<b><u>CAPACITY</u></b>	<b><u>SEAT RATE</u></b>	<b><u>MILEAGE RATE</u></b>
78 & over		
22 to 34		

July 1, 2026 to July 1, 2027 ( 2.5% increase from previous year)

<b><u>CAPACITY</u></b>	<b><u>SEAT RATE</u></b>	<b><u>MILEAGE RATE</u></b>
78 & over		
22 to 34		

July 1, 2027 to July 1, 2028 ( 2.5% increase from previous year)

<b><u>CAPACITY</u></b>	<b><u>SEAT RATE</u></b>	<b><u>MILEAGE RATE</u></b>
78 & over		
22 to 34		

July 1, 2028 to July 1, 2029 2.5% increase from previous year)

**CAPACITY**

78 & over  
22 to 34

**SEAT RATE**

**MILEAGE RATE**

b. Fuel Rate Adjustment

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

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

- ii. The "Base" for the fuel adjustment will be \$----- 4.00 per gallon for Diesel operated buses. The "Base" for gasoline operated buses shall be \$4.50 per gallon. The "Base" for propane operated buses shall be \$3.00 per gallon. The Board agrees to review the Base at least annually during the Term of this contract and reserves the right to adjust the Base at such time the Board determines appropriate to do so.
- iii. A fuel adjustment will be paid when the monthly average applicable price Index for an operating month is 10% or more over the Base for the operating period for which CONTRACTOR is being paid. CONTRACTOR is responsible to pay any fuel increases less than 10% over the applicable Base during the operating period. To the extent the Index is 10% or more over the applicable Base, the amount of said excess shall be multiplied by the Route Mileage and then multiplied by Days Driven. The Product of that calculation shall then be divided by the applicable miles per gallon Factor set forth in subsection iv for the Fuel Price Adjustment.
- iv. The miles per gallon "Factor" for transit routes is 4 miles per gallon and for special education routes is 5.25 miles per gallon. EXAMPLE: Assuming a 60-mile route, non-special education, with a monthly averaged Diesel Index at \$4.65. The Base is 4.00. To determine whether a Fuel Adjustment is due, it must first be determined whether the Index is 10% higher than the Base:  $4.00 ((\text{Base}) \times .10 \text{ (the 10 percent)}) = 4.40$ .  $4.65 - 4.40 = .25$ ; Accordingly, the Index is 25 cents more than 10% over the Base. To then determine the amount of Fuel Price Adjustment due, the calculation is as follows:  $60 \text{ (Route Mileage)} \times 20 \text{ (days driven)} \times .25 \text{ (Amount over Index)} = 300$ .  $300 / 4 \text{ (the Factor)} = \$75$  which is the amount to be paid to the Contractor for the Fuel Adjustment by the Board.
- v.
- vi. The fuel price adjustment will be paid one month in arrears except for September, October, and November which may be paid by the Board in the same month for which the adjustment is made if the Board is capable of calculating the same based on released Index data.

c. Mileage Compensation

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

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

- ii. For special education buses (22 to 34) seat capacity), mileage compensation shall be based on a guarantee of one hundred (100) miles if the route is under one hundred (100) miles or actual miles if the route is over one hundred (100) miles, beginning in the morning at the point where the first student is picked up, and continue until the last load of children is delivered at school. In the afternoon, mileage shall begin at the school and continue until the last student of the last load leaves the bus.
  - iii. Actual mileage may be measured by a designee of the Board, and it may be measured by using the GPS system. CONTRACTOR has the right to review the GPS mileage data for his/her buses. If CONTRACTOR believes there are errors in the GPS calculation, the CONTRACTOR has the right to appeal to the Director of Transportation.
  - iv. For each bus, the actual mileage will be multiplied by the mileage amount (or analogous "per mile" amount) indicated below. The resulting product shall be referred to as the "mileage rate."
  - v. The actual mileage to be covered by the CONTRACTOR may be increased or decreased, and the location, course, and/or destination of the bus route is solely at the discretion of the Director of Transportation. The Director of Transportation is to take into consideration the effect the route will have on the CONTRACTOR, but ultimately, the route will be determined to be what is in the best interest of Rutherford County Schools, in the sole discretion of the Director of Transportation. CONTRACTOR shall not change, increase, or decrease the route without approval of the Director of Transportation. Any change to routing mileage becomes effective upon written notification to CONTRACTOR, with notice of the change to be sent verifying said change to the Contractor within twenty- four (24) hours thereafter.
  - vi. Mileage must be verified by the CONTRACTOR immediately after the school term begins. Once the actual mileage has been checked and verified by the CONTRACTOR and Director of Transportation, the mileage compensation shall be adjusted to that mileage. CONTRACTOR shall furnish the Board five (5) days after the first full day of school with an affidavit of the total compensable miles traveled.
  - vii. After an actual mileage check has been made, if the actual mileage is greater than the tentative mileage specified, CONTRACTOR shall be compensated for the additional mileage already driven. If the actual mileage, as defined in Sections (c)(i) and (ii) above, is less than the tentative mileage specified, a reduction in compensation will be made to adjust for the excess compensation received by CONTRACTOR. Adjustments shall not result in a reduction lower than the minimum mileage set forth in Sections (c)(i) and (ii).
  - viii. If a CONTRACTOR requires a mileage adjustment for a route, the adjusted mileage affidavit shall be furnished to Department of Transportation no later than thirty (30) days from the date of the change. Failure to timely submit the affidavit will result in mileage overages not being paid by BOARD to CONTRACTOR.
- d. In addition to the seat rates and mileage rates and subject to the BOARD not providing liability insurance coverage for CONTRACTOR, the CONTRACTOR shall be

paid an annual fee of Four Thousand Dollars (\$4,000) ("Insurance Fee") per each of Contractor's buses approved by the Board to operate for routes assigned by the Board. The Insurance Fee shall be paid on or before July 1, 2025 and on or before July 1 of each subsequent year during the term of this Agreement. Beginning July 1, 2027, in the event the annual premiums for insurance coverage for liability insurance required by this Agreement have increased by more than thirty percent (30%) above said Four Thousand Dollars (\$4,000) amount, the BOARD agrees to review the amount of the Insurance Fee. CONTRACTOR shall be responsible to pay for any workers compensation insurance required, if any, and for an additional insurance coverage CONTRACTOR chooses. In the event of a change in State law and the BOARD provides liability insurance coverage for CONTRACTOR on assigned routes, the BOARD shall not be required to pay the Insurance Fee. In the event Contractor has a substitute bus approved by the Transportation Department in writing and which runs routes assigned by the Board, the Board shall pay the Insurance Fee for said bus. Contractor acknowledges and agrees that the Board will only pay the Insurance Fee for a limited number of substitute buses each year.

- e. Period of Operation and District Closure

- i. CONTRACTOR shall provide school bus service pursuant to the terms of this Agreement for the full school/classroom calendar established by the Board. CONTRACTOR will be paid for all in-school classroom and virtual learning days only, with a minimum guarantee of one hundred eighty (180) days each year subject to the exceptions set out in Sections d(ii) through (v) below.
- ii. For any calendared school day closed due to inclement weather, CONTRACTOR shall receive compensation for services that would have been performed under normal circumstance as if the bus/es ran that day. See subsection (iv) for rescheduled days.
- iii. In the event all school is cancelled and no learning is occurring either in-person or virtually in the District for war, political unrest, riots, prolonged shortages of energy supplies, lockouts, pandemic, epidemic, acts of state or governmental action prohibiting or impeding any party from performing its respective obligations, or other acts of God not covered by inclement weather days, CONTRACTOR shall receive compensation for services that would have been performed under normal circumstances for up to ten (10) consecutive school days of closure in a single cancellation period. If the number of cancelled district-wide school days exceeds ten (10) consecutive school days in a single period, CONTRACTOR will be paid 92% of compensation for services that would have been performed under normal circumstances. A cancellation period is a set of consecutive days that begins on the first day all school is cancelled and ends on the last consecutive school day of the closure.
- iv. If school days in which CONTRACTOR was paid in full despite closure are rescheduled, those days will not be compensated as they have already been accounted for in the compensation.

## 5.2. Compensation for Other Transportation

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

## 5.3. No Other Compensation or Benefits

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

- b. Workers' Compensation

Contractor must maintain workers compensation insurance in accordance with State law.

## **6. EMPLOYMENT OF DRIVERS**

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

- a. The driver must possess the necessary legal requirements, health and mental



requirements, licenses, and endorsements, and he/she must pass the requisite background checks.

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

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

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

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

6.3. Physicals

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

6.4. Direction and Control

- a. CONTRACTOR nor his/her drivers are employees of the BOARD. Drivers are not sub-contractors of the BOARD. CONTRACTORS are independent contractors.
- b. CONTRACTOR is solely responsible for hiring, firing, directing, and controlling the drivers s/he employs in fulfillment of the CONTRACTOR's obligations under the terms of this Agreement.
- c. CONTRACTOR is responsible for providing substitute or route coverage in his/her driver's absence.
- d. CONTRACTOR will hold his/her drivers accountable for the faithful performance of the duties set forth in this Agreement and will require each of his/her drivers to be familiar with the terms of this Agreement, the policies of the Board, and the expectations of the Department of Transportation.
- e. In the event that any driver comes under investigation for any reason that might

disqualify him/her from operating a bus for the Rutherford County Schools, CONTRACTOR will suspend the driver pending resolution of the investigation. CONTRACTOR must provide a substitute driver during the pendency of the investigated driver's suspension. Failure to do so will permit the Director of Transportation to immediately arrange for alternate student transportation until such time as a satisfactory driver is provided. Payments to the CONTRACTOR may be suspended until the investigation of the CONTRACTOR's driver is resolved to the satisfaction of the Director of Transportation.

- f. The Director of Schools, on behalf of the Board, reserves the right to not allow any bus driver to continue to drive for the BOARD for violation of the policies of the Board regarding the health, safety and welfare of the children transported by contractor under this Contract. In the event the Director of Schools deems it necessary to suspend or remove any driver's eligibility to drive a school bus for Rutherford County, notice shall first be given to the Contractor, stating in detail the reason for the suspension prior to any notice being given to the driver.
- 6.5. The CONTRACTOR is solely responsible for any compensation due to any driver s/he employs/contracts. CONTRACTOR is further responsible for complying with all applicable wage and hour regulations, withholding requirements, and workers' compensation laws.

## **7. CONTRACT GRIEVANCE PROCEDURES**

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

- 7.1. CONTRACTOR shall file a Contract administration complaint in writing within ten (10) business days of the matter complained of. The matter shall be discussed between CONTRACTOR and/or his/her selected representative and the Director of Transportation within ten (10) business days of filing.
- 7.2. In the event the matter is not satisfactorily resolved within the time period set forth in paragraph 7.1, the CONTRACTOR shall submit a request, by notification to the Director of Schools for additional review of the matter by the Director. Said notification shall be submitted within five (5) business days of the last day of the discussion time period set for in paragraph 7.1. Within ten (10) business days after the notice to the Director of Schools, a meeting will be held between the Director of Schools or the Director of School's designee, the Director of Transportation and the CONTRACTOR and/or the CONTRACTOR's selected representative to discuss the matter.
- 7.3. Failing resolution of the matter, CONTRACTOR and/or his/her selected Representative shall have the right to request in writing to be heard before the **Transportation Contractor's Review Board ("TCRB") which will hear the appeal. The TCRB shall consist of the Director of Schools or the Director of School's designee not assigned to the Transportation Department, a Board Member appointed by the Chairman, and the Board attorney.** The TCRB shall render a determination regarding the complaint within thirty (30) days of the CONTRACTOR or the CONTRACTOR's representative appearing before the TCRB.
- 7.4. In any case where the grounds for the complaint arise from a written suspension of a bus

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

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

- 7.5. The Board reserves the right to require CONTRACTOR to first present the appeal to the TCRB to hear any matter before permitting the CONTRACTOR to address the Board.
- 7.6. The Minutes from the TCRB meeting are to be made available to individual Board members prior to any open hearing before the Board.
- 7.7. CONTRACTOR AGREES THAT THE PROCEDURE SET FORTH HEREIN SHALL CONSTITUTE HIS/HER EXCLUSIVE ADMINISTRATIVE REMEDY AND THAT FAILURE TO TIMELY PURSUE SAID PROCEDURE SHALL CONSTITUTE A WAIVER OF THE MATTER COMPLAINED OF, AND ANY RIGHT OR CAUSE OF ACTION, ARISING THEREFROM.

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

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

- 8.1. CONTRACTOR may terminate this Agreement at any time, with or without cause, by giving thirty (30) days advance written notice of termination to the Board's Director of Transportation. Should CONTRACTOR fail to give the requisite notice, the Board will hold Contractor responsible for any costs the Board incurs in covering CONTRACTOR's route.
- 8.2 In the event of reduced enrollment, or other good and sufficient reason, the Board may transfer/alter CONTRACTOR's route, or offer CONTRACTOR an open route, if one is available. In the event more than one CONTRACTOR is considered for an open route, seniority of existing CONTRACTORS will be used as the determining factor in awarding the open route.
- 8.3 In the event that during the term of this Agreement there is a change in the form of Rutherford County Government, or there is a consolidation of the school systems in Rutherford County and the City of Murfreesboro, this Agreement may be terminated by the Board.
- 8.4 In the event the Transportation Department determines CONTRACTOR has breached this Contract, prior to recommending termination of this Agreement, the Transportation Department shall give written notice to CONTRACTOR and CONTRACTOR shall have thirty (30) days to cure the alleged breach, except in cases in which the breach constitutes a reasonable risk of safety in which no cure period shall be required prior to the Transportation Department recommending termination. The Board's failure to terminate contract upon breach shall not constitute a waiver of the Board's right to terminate for subsequent violations of or failure to adequately fulfill the Contract obligations.
- 8.5 In the event the CONTRACTOR determines the BOARD has breached this Contract,

the CONTRACTOR shall serve written notice upon the Transportation Department and the Board shall have thirty (30) days to cure said alleged breach prior to Contractor before the CONTRACTOR taking action within its sole discretion to suspend or terminate this contract. The CONTRACTOR's failure to terminate this contract upon breach shall not constitute a waiver of the CONTRACTOR's right to terminate for subsequent violations of or failure to adequately fulfill the Contract obligations.

## **9. INDEMNITY**

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

## **10. ASSIGNMENT AND DELEGATION**

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

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

## **11. GOVERNING LAW**

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

## **12. SEVERABILITY**

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

## **13. REMEDIES FOR BREACH OF CONTRACT**

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

## **14. NO WAIVER**

The failure of either party of this Agreement to insist upon the performance of any of the terms and conditions hereof, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, and shall such terms and conditions

shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**15. NON-DISCRIMINATION**

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

**16. HEADINGS**

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

**17. ENTIRE AGREEMENT**

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

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

(EXECUTION ON FOLLOWING PAGE)

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**CONTRACTOR Signature**

---

**Type or Print CONTRACTOR Name**

---

**CONTRACTOR Email Address**

**RUTHERFORD COUNTY BOARD OF EDUCATION**

**By:**

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**Claire Maxwell  
Chairman, Rutherford County Board of  
Education**

**By:**

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**JAMES SULLIVAN,  
Director of Schools**

EXHIBIT "A"

DRUG TESTING RULES AND REGULATIONS OF BOARD

## EXHIBIT "A"

### DRUG TESTING RULES AND REGULATIONS FOR CONTRACTED BUS OWNERS/DRIVERS

#### POLICY STATEMENT

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

#### POLICY OBJECTIVES

To create and maintain a safe, drug-free working environment for all contracted bus owners/drivers.

To encourage any contracted bus owner/driver with a dependence on, or addiction to, alcohol or other drugs to seek help in overcoming the problem.

To reduce problems of absenteeism, tardiness, carelessness and/or other unsatisfactory matters related to job performance.

To reduce the likelihood of incidents of accidental personal injury and/or damage to pupil transportation, students, or property.

To comply with Federal laws, specifically the requirements of the Omnibus Transportation Employee Testing Act of 1991.

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

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



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

## ENFORCEMENT

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

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

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

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

## DRUG TESTING RULES AND REGULATIONS FOR CONTRACTED BUS OWNERS/DRIVERS

### General Policy

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

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

## II Drug Use/Distribution/Impairment/Possession

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

## III Alcohol Use/Possession/Impairment

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

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

## IV Off-Duty Conduct

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

## V Prescription Drugs

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

## VI Substance Screening

### Contracted Bus Owner/Driver Applicants

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

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

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

##### Reasonable Cause

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

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

##### Random Testing

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

## Post-Accident Testing

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

## Follow-up Drug Screening and Alcohol Tests

Following an accident involving a commercial motor vehicle, each surviving contracted bus owner/driver shall be tested for alcohol and controlled substances if (1) said driver was performing safety-sensitive functions with respect to the vehicle, and the accident involved loss of human life; or (2) said driver received a citation under State or local law for a moving traffic violation arising from the accident.

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

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

## Return to Duty and Follow-up Testing

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

## Testing Procedures

### General Guidelines

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

### Substances Tested For

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

### Testing Procedure

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

### Collection Sites

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

### Procedure Used To Test For Controlled Substances

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

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

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

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

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

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

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

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

Refusal to submit to any controlled substance test shall mean:

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

Engagement in conduct that clearly obstructs the testing process.

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

#### Procedure Used To Test For The Presence of Alcohol

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

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

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

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

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

Engagement in conduct that clearly obstructs the testing process.

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

#### Evaluations and Return of Results

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

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

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

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

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

#### Request for Re-test

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

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

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

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

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

#### Release of Test Results and Required Record-keeping

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

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

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

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

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

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



## Tests For Which Contracted Bus Owners/Drivers Must Pay

Pre-contract DOT drug and alcohol tests

Reasonable cause test if the test result is positive

All post-accident tests

Return to duty and follow-up tests

Re-certification physical examination

Contracted bus owner/driver requested re-tests

## VII BREACH OF CONTRACT

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

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

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

### GROUND FOR CONTRACT TERMINATION

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

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

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

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

### VIII ASSISTANCE PROGRAM (AP)

The School Board AP shall include:

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

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

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

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

Documentation of training provided (Exhibit G)

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

### IX INVESTIGATION/SEARCHES

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

All searches should be coordinated with the superintendent/designee.

### NOTE

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

EXHIBIT A  
CHEMICAL EFFECTS OF DRUGS AND ALCOHOL MISUSE

Alcohol - depresses the central nervous system

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

Marijuana - psychoactive drug involved is THO, a hallucinogenic agent

Prescription drugs -

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

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

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

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

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

1. Alcohol

Speech - thick, slurred, loud

Flushed face

General appearance, dishevelment, dirtiness, unkemptness

Appearance of eyes - red, watery, heavy lids, fixed pupils

Breath - foul, distinctive odor of various intoxicants

Gait - Walking unsteady, deliberately and over-careful, swaying, weaving, stooped

Behavior - excessive, silliness or boisterousness

2. Narcotics - (Heroin, Morphine)

Lethargy, drowsiness, and tendency to go "on the nod", falling asleep and then awakening

Red, watering eyes; pupils fixed and constricted

Loss of appetite; generally poor physical condition

Scars (needle tracks) on back of hands and arms, may wear long sleeves to cover scars

Nausea, vomiting, and muscular twitching resulting from withdrawal

Syringes, needles, or other evidence of injections left in a locker or desk

3. Sedatives and Depressants

(Barbiturates) Dozing, lack of concentration and slurred speech

4. Stimulants (Amphetamines/Cocaine)

Excessive activity and nervousness; extremely talkative and emotionally expressive

Dilated pupils; mouth and nose dry and irritated; sore throat, nose bleeds

Lack of interest in personal health and hygiene; long periods without eating or sleeping

Impatience or irritability

Sinus problems; runny nose, headaches

Trembling and convulsions; nausea or vomiting

Continual licking of lips, grinding of teeth, sniffing, or nose rubbing

5. Hallucinogens (Marijuana, LSD, Mescaline)

Changes in mood - LSD user's may vary from a trance like state to feelings of fear and terror; may experience nausea, chills, flushes, irregular breathing, trembling of hands

Use of marijuana is difficult to detect - user may be talkative or sleepy as drug takes effect -

Depth and time perception may be distorted, making driving and work with machinery dangerous

Aroma/Circumstances surrounding actual use must be considered

EXHIBIT C

PERFORMANCE BEHAVIOR FOR DRUG AND ALCOHOL MISUSE

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

Among these are:

Unreported absences or late arrivals

Poor or erratic work performances and decreased productivity

Increase involvement in workplace accidents

Poor relations with co-workers

Increased request for time off or early dismissal from work

Increased use of sick benefits

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

ALCOHOL-

Turning with wide radius

Weaving and swerving

Braking erratically

Slow response to traffic signals

Slow speed more than 10 MPH below limit

Accelerating or decelerating rapidly

#### AMPHETAMINES-

More likely to take risks

Overreactions such as over-braking, over-steering, over-acceleration

Bad judgment concerning distance

Late reaction times

#### COCAINE-

Distorted vision and perception

Slow reaction time to traffic situations

Hard to make a decision

Angry about own slow ability to react

#### MARIJUANA-

Slower than usual thinking and reactions

More than usual miles without sleeping

Don't remember last stop, short-term memory loss

Could rear end another vehicle before aware of presence

#### OPIATES-

Day dreaming

Blurred vision

Distorted sense of time and distance

#### PHENCYCLIDINE (PCP)-

Aggressive actions such as honking horn, sliding tires, taking aim at other vehicles.

Following too close. Passing on a curve or in a blind spot.

### EXHIBIT D

#### PROCEDURE USED TO TEST FOR CONTROLLED SUBSTANCES

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

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

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

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

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

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

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

Refusal to submit means the following:

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

#### EXHIBIT E

#### PROCEDURE USED TO TEST FOR THE PRESENCE OF ALCOHOL

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

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

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

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

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

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

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

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

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

Refusal to submit shall mean the following:

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

EXHIBIT F  
CONSENT/RELEASE FORM  
CONTRACTED BUS OWNERS/DRIVERS

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

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

\_\_\_\_\_  
Contracted Bus Owner/Driver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent/Designee

\_\_\_\_\_  
Date



EXHIBIT G  
DRUG TESTING PROGRAM  
ACKNOWLEDGMENT OF ATTENDANCE AT TRAINING SESSION

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

I, \_\_\_\_\_ ,  
(Print your name)


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

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

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

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Signature

Rutherford County Schools Proposed Certified Pay Schedule 2025-2026								
Grade/Step	BA	MA	MA+45	EDS	DR	200 day certified teacher		
0	\$49,564.81	\$53,777.81	\$58,348.93	\$61,266.38	\$64,329.70	 <b>Rutherford County Schools</b>		
1	\$50,432.19	\$54,718.94	\$59,370.04	\$62,338.54	\$65,455.48			
2	\$51,314.76	\$55,676.51	\$60,409.01	\$63,429.47	\$66,600.93			
3	\$52,212.76	\$56,650.86	\$61,466.18	\$64,539.48	\$67,766.46			
4	\$53,126.49	\$57,642.24	\$62,541.84	\$65,668.93	\$68,952.38			
5	\$54,720.28	\$59,371.52	\$64,418.08	\$67,638.99	\$71,020.94			
6	\$56,635.49	\$61,449.51	\$66,672.71	\$70,006.36	\$73,506.68			
7	\$58,051.38	\$62,985.75	\$68,339.54	\$71,756.51	\$75,344.35			
8	\$59,502.66	\$64,560.39	\$70,048.03	\$73,550.43	\$77,227.95			
9	\$60,990.23	\$66,174.40	\$71,799.23	\$75,389.18	\$79,158.65			
10	\$62,515.00	\$67,828.76	\$73,594.21	\$77,273.92	\$81,137.62			
11	\$63,765.29	\$69,185.34	\$75,066.09	\$78,819.40	\$82,760.37			
12	\$64,721.77	\$70,223.11	\$76,192.08	\$80,001.69	\$84,001.77			
13	\$65,692.60	\$71,276.47	\$77,334.96	\$81,201.71	\$85,261.81			
14	\$66,677.98	\$72,345.61	\$78,494.99	\$82,419.74	\$86,540.73			
15	\$67,511.46	\$73,249.93	\$79,476.17	\$83,449.99	\$87,622.48			
16	\$68,355.35	\$74,165.56	\$80,469.62	\$84,493.11	\$88,717.77			
17	\$69,209.79	\$75,092.63	\$81,475.50	\$85,549.28	\$89,826.74			
18	\$70,074.91	\$76,031.28	\$82,493.94	\$86,618.64	\$90,949.57			
19	\$70,775.67	\$76,791.60	\$83,318.88	\$87,484.83	\$91,859.07			
20	\$71,483.42	\$77,559.52	\$84,152.07	\$88,359.67	\$92,777.66			
21	\$72,019.54	\$78,141.21	\$84,783.21	\$89,022.37	\$93,473.49	<b>Placement on New Scale</b>		
22	\$72,559.69	\$78,727.27	\$85,419.08	\$89,690.04	\$94,174.54	<b>Years 22 to 25</b>	<b>=</b>	<b>Step 22</b>
23	\$73,103.89	\$79,317.72	\$86,059.73	\$90,362.71	\$94,880.85	<b>Years 26 to 29</b>	<b>=</b>	<b>Step 23</b>
24	\$73,469.41	\$79,714.31	\$86,490.02	\$90,814.53	\$95,355.25	<b>Years 30 to 35</b>	<b>=</b>	<b>Step 24</b>
25	\$73,836.76	\$80,112.87	\$86,922.48	\$91,268.60	\$95,832.04	<b>Years 36 +</b>	<b>=</b>	<b>Step 25</b>

Rutherford County Schools Proposed Administrative Pay Scale		
Instructions:		
1. Find Teacher Salary for individual employee on Certified Pay Schedule (experience + degree)		
2. Teacher Salary / 200 = Daily Rate		
3. Daily Rate X Number of days in contract = Salary		
4. Salary X Index for position = FY 25-26 Salary		
Assistant Principal:		
Grades K-8, Alternative Schools, Virtual Schools		1.15
High School		1.18
Staff Supplement: more than 60 certified staff members		\$2,500.00
Principal:		
Grades K-5, Alternative Schools, Virtual School		1.25
Grades K-8		1.30
Grades 6-8		1.30
Grades 9-12 under 1500 and Eagleville		1.35
Grades 9-12 over 1500 students		1.40
Staff Supplement more than 60 certified staff members		\$2,500.00
Student Supplement- ES more than 800 students		\$2,500.00
Student Supplement- MS more than 1100 students		\$2,500.00
Student Supplement- HS more than 2000 students		\$2,500.00
Administrative:		
Specialists (SPED, Non- Supervisory)		1.10
Specialists		1.15
Supervisor		1.20
Coodinator		1.25
Director Tier I		1.30
Deputy Director		1.35
Assistant Superintendent		1.41
Deputy Superintendent		1.45

# Rutherford County Schools Classified Pay Schedule 2025-2026

## Instructions:

For Prospective Employees/New Hires/Transfers/Rubrics in FY25-26

- Find pay grade position (in any blue charts)
- Find pay grade for New RCE Emp (in any chart with left side of chart under pay grade heading on either the "Hourly" or "Salary" classified pay schedule)
- Move to the right along any row on "Hourly" or "Salary" Classified Pay Schedule, and find years of experience at that step. Where years of experience (columns) and pay grade (row) intersect will be pay rate.
- Once pay rate based off of experience is found in grey row, then move to same pay grade in the green row and find the same pay rate. (This will occur pay rate moving back to the left when in the green row)

\*Most Steps do not correlate to Experience for New Employees/Transfers/Rubrics

\*\* Transfers and Rubrics, in most cases, will not stop at the same step even if they were in previous pay grade or employment.

Example: If a new employee is a Custodian, the green chart shows they are at pay grade R01. The employee has 10 years experience in FY24-25, then moving across the "Hourly Classified Pay Schedule 2025-2026" in the grey row below pay grade R01 to 10 years in grey row, then they will make \$18.87 per hour and be at a step 5.

For Current Employees after 1st year of Employment (Pay FY25-26)


- Find Pay Grade position (in any blue charts or blue header)
- Go to Pay Grade in green on the "Hourly or Salary Pay Schedule" and find step employee was in FY24-25.
- Scroll to the right along blue and green to find step.

\*Example: If an employee was at pay grade R01 with 10 years experience in FY24-25, then they would of been at Step 8 on the Classified Hourly Pay scale. In FY25-26 they would find R01 in light green on the hourly pay scale and move to Step 9 and receive \$18.87 per hour.

\* Employees does not know what they were in FY24-25, then they can enter back to the FY24-25 Classified Pay Schedule and find what they were earning by referencing their Pay Grade and Experience in grey on the scale. Then move up to the same Pay Grade above to the green row. Find the same salary or hourly amount that they were paid in FY24-25 in the grey row. This will be the step they use in the direction above.

Experience	Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Current Status	Pay Grade	R01	R02	R03	R04	R05	R06	R07	R08	R09	R10	R11	R12	R13	R14	R15	R16	R17	R18	R19	R20	R21	R22	R23	R24	R25
New RCE Employee/Transfer/Rubric	R01	\$19.00	\$20.25	\$21.45	\$22.65	\$23.85	\$25.10	\$26.35	\$27.60	\$28.85	\$30.10	\$31.35	\$32.60	\$33.85	\$35.10	\$36.35	\$37.60	\$38.85	\$40.10	\$41.35	\$42.60	\$43.85	\$45.10	\$46.35	\$47.60	\$48.85
New RCE Employee/Transfer/Rubric	R02	\$21.00	\$22.25	\$23.45	\$24.65	\$25.85	\$27.10	\$28.35	\$29.60	\$30.85	\$32.10	\$33.35	\$34.60	\$35.85	\$37.10	\$38.35	\$39.60	\$40.85	\$42.10	\$43.35	\$44.60	\$45.85	\$47.10	\$48.35	\$49.60	\$50.85
New RCE Employee/Transfer/Rubric	R03	\$23.00	\$24.25	\$25.45	\$26.65	\$27.85	\$29.10	\$30.35	\$31.60	\$32.85	\$34.10	\$35.35	\$36.60	\$37.85	\$39.10	\$40.35	\$41.60	\$42.85	\$44.10	\$45.35	\$46.60	\$47.85	\$49.10	\$50.35	\$51.60	\$52.85
New RCE Employee/Transfer/Rubric	R04	\$25.00	\$26.25	\$27.45	\$28.65	\$29.85	\$31.10	\$32.35	\$33.60	\$34.85	\$36.10	\$37.35	\$38.60	\$39.85	\$41.10	\$42.35	\$43.60	\$44.85	\$46.10	\$47.35	\$48.60	\$49.85	\$51.10	\$52.35	\$53.60	\$54.85
New RCE Employee/Transfer/Rubric	R05	\$27.00	\$28.25	\$29.45	\$30.65	\$31.85	\$33.10	\$34.35	\$35.60	\$36.85	\$38.10	\$39.35	\$40.60	\$41.85	\$43.10	\$44.35	\$45.60	\$46.85	\$48.10	\$49.35	\$50.60	\$51.85	\$53.10	\$54.35	\$55.60	\$56.85
New RCE Employee/Transfer/Rubric	R06	\$29.00	\$30.25	\$31.45	\$32.65	\$33.85	\$35.10	\$36.35	\$37.60	\$38.85	\$40.10	\$41.35	\$42.60	\$43.85	\$45.10	\$46.35	\$47.60	\$48.85	\$50.10	\$51.35	\$52.60	\$53.85	\$55.10	\$56.35	\$57.60	\$58.85
New RCE Employee/Transfer/Rubric	R07	\$31.00	\$32.25	\$33.45	\$34.65	\$35.85	\$37.10	\$38.35	\$39.60	\$40.85	\$42.10	\$43.35	\$44.60	\$45.85	\$47.10	\$48.35	\$49.60	\$50.85	\$52.10	\$53.35	\$54.60	\$55.85	\$57.10	\$58.35	\$59.60	\$60.85
New RCE Employee/Transfer/Rubric	R08	\$33.00	\$34.25	\$35.45	\$36.65	\$37.85	\$39.10	\$40.35	\$41.60	\$42.85	\$44.10	\$45.35	\$46.60	\$47.85	\$49.10	\$50.35	\$51.60	\$52.85	\$54.10	\$55.35	\$56.60	\$57.85	\$59.10	\$60.35	\$61.60	\$62.85
New RCE Employee/Transfer/Rubric	R09	\$35.00	\$36.25	\$37.45	\$38.65	\$39.85	\$41.10	\$42.35	\$43.60	\$44.85	\$46.10	\$47.35	\$48.60	\$49.85	\$51.10	\$52.35	\$53.60	\$54.85	\$56.10	\$57.35	\$58.60	\$59.85	\$61.10	\$62.35	\$63.60	\$64.85
New RCE Employee/Transfer/Rubric	R10	\$37.00	\$38.25	\$39.45	\$40.65	\$41.85	\$43.10	\$44.35	\$45.60	\$46.85	\$48.10	\$49.35	\$50.60	\$51.85	\$53.10	\$54.35	\$55.60	\$56.85	\$58.10	\$59.35	\$60.60	\$61.85	\$63.10	\$64.35	\$65.60	\$66.85
New RCE Employee/Transfer/Rubric	R11	\$39.00	\$40.25	\$41.45	\$42.65	\$43.85	\$45.10	\$46.35	\$47.60	\$48.85	\$50.10	\$51.35	\$52.60	\$53.85	\$55.10	\$56.35	\$57.60	\$58.85	\$60.10	\$61.35	\$62.60	\$63.85	\$65.10	\$66.35	\$67.60	\$68.85
New RCE Employee/Transfer/Rubric	R12	\$41.00	\$42.25	\$43.45	\$44.65	\$45.85	\$47.10	\$48.35	\$49.60	\$50.85	\$52.10	\$53.35	\$54.60	\$55.85	\$57.10	\$58.35	\$59.60	\$60.85	\$62.10	\$63.35	\$64.60	\$65.85	\$67.10	\$68.35	\$69.60	\$70.85
New RCE Employee/Transfer/Rubric	R13	\$43.00	\$44.25	\$45.45	\$46.65	\$47.85	\$49.10	\$50.35	\$51.60	\$52.85	\$54.10	\$55.35	\$56.60	\$57.85	\$59.10	\$60.35	\$61.60	\$62.85	\$64.10	\$65.35	\$66.60	\$67.85	\$69.10	\$70.35	\$71.60	\$72.85
New RCE Employee/Transfer/Rubric	R14	\$45.00	\$46.25	\$47.45	\$48.65	\$49.85	\$51.10	\$52.35	\$53.60	\$54.85	\$56.10	\$57.35	\$58.60	\$59.85	\$61.10	\$62.35	\$63.60	\$64.85	\$66.10	\$67.35	\$68.60	\$69.85	\$71.10	\$72.35	\$73.60	\$74.85
New RCE Employee/Transfer/Rubric	R15	\$47.00	\$48.25	\$49.45	\$50.65	\$51.85	\$53.10	\$54.35	\$55.60	\$56.85	\$58.10	\$59.35	\$60.60	\$61.85	\$63.10	\$64.35	\$65.60	\$66.85	\$68.10	\$69.35	\$70.60	\$71.85	\$73.10	\$74.35	\$75.60	\$76.85
New RCE Employee/Transfer/Rubric	R16	\$49.00	\$50.25	\$51.45	\$52.65	\$53.85	\$55.10	\$56.35	\$57.60	\$58.85	\$60.10	\$61.35	\$62.60	\$63.85	\$65.10	\$66.35	\$67.60	\$68.85	\$70.10	\$71.35	\$72.60	\$73.85	\$75.10	\$76.35	\$77.60	\$78.85
New RCE Employee/Transfer/Rubric	R17	\$51.00	\$52.25	\$53.45	\$54.65	\$55.85	\$57.10	\$58.35	\$59.60	\$60.85	\$62.10	\$63.35	\$64.60	\$65.85	\$67.10	\$68.35	\$69.60	\$70.85	\$72.10	\$73.35	\$74.60	\$75.85	\$77.10	\$78.35	\$79.60	\$80.85
New RCE Employee/Transfer/Rubric	R18	\$53.00	\$54.25	\$55.45	\$56.65	\$57.85	\$59.10	\$60.35	\$61.60	\$62.85	\$64.10	\$65.35	\$66.60	\$67.85	\$69.10	\$70.35	\$71.60	\$72.85	\$74.10	\$75.35	\$76.60	\$77.85	\$79.10	\$80.35	\$81.60	\$82.85
New RCE Employee/Transfer/Rubric	R19	\$55.00	\$56.25	\$57.45	\$58.65	\$59.85	\$61.10	\$62.35	\$63.60	\$64.85	\$66.10	\$67.35	\$68.60	\$69.85	\$71.10	\$72.35	\$73.60	\$74.85	\$76.10	\$77.35	\$78.60	\$79.85	\$81.10	\$82.35	\$83.60	\$84.85
New RCE Employee/Transfer/Rubric	R20	\$57.00	\$58.25	\$59.45	\$60.65	\$61.85	\$63.10	\$64.35	\$65.60	\$66.85	\$68.10	\$69.35	\$70.60	\$71.85	\$73.10	\$74.35	\$75.60	\$76.85	\$78.10	\$79.35	\$80.60	\$81.85	\$83.10	\$84.35	\$85.60	\$86.85
New RCE Employee/Transfer/Rubric	R21	\$59.00	\$60.25	\$61.45	\$62.65	\$63.85	\$65.10	\$66.35	\$67.60	\$68.85	\$70.10	\$71.35	\$72.60	\$73.85	\$75.10	\$76.35	\$77.60	\$78.85	\$80.10	\$81.35	\$82.60	\$83.85	\$85.10	\$86.35	\$87.60	\$88.85
New RCE Employee/Transfer/Rubric	R22	\$61.00	\$62.25	\$63.45	\$64.65	\$65.85	\$67.10	\$68.35	\$69.60	\$70.85	\$72.10	\$73.35	\$74.60	\$75.85	\$77.10	\$78.35	\$79.60	\$80.85	\$82.10	\$83.35	\$84.60	\$85.85	\$87.10	\$88.35	\$89.60	\$90.85
New RCE Employee/Transfer/Rubric	R23	\$63.00	\$64.25	\$65.45	\$66.65	\$67.85	\$69.10	\$70.35	\$71.60	\$72.85	\$74.10	\$75.35	\$76.60	\$77.85	\$79.10	\$80.35	\$81.60	\$82.85	\$84.10	\$85.35	\$86.60	\$87.85	\$89.10	\$90.35	\$91.60	\$92.85
New RCE Employee/Transfer/Rubric	R24	\$65.00	\$66.25	\$67.45	\$68.65	\$69.85	\$71.10	\$72.35	\$73.60	\$74.85	\$76.10	\$77.35	\$78.60	\$79.85	\$81.10	\$82.35	\$83.60	\$84.85	\$86.10	\$87.35	\$88.60	\$89.85	\$91.10	\$92.35	\$93.60	\$94.85
New RCE Employee/Transfer/Rubric	R25	\$67.00	\$68.25	\$69.45	\$70.65	\$71.85	\$73.10	\$74.35	\$75.60	\$76.85	\$78.10	\$79.35	\$80.60	\$81.85	\$83.10	\$84.35	\$85.60	\$86.85	\$88.10	\$89.35	\$90.60	\$91.85	\$93.10	\$94.35	\$95.60	\$96.85

Current Position/Assignment	R01	R02	R03	R04	R05	R06	R07	R08	R09	R10	R11	R12	R13	R14	R15	R16	R17	R18	R19	R20	R21	R22	R23	R24	R25
Step 1	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I	Accountant I
Step 2	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II	Accountant II
Step 3	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III	Accountant III
Step 4	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV	Accountant IV
Step 5	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V	Accountant V
Step 6	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI	Accountant VI
Step 7	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII	Accountant VII
Step 8	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII	Accountant VIII
Step 9	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX	Accountant IX
Step 10	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X	Accountant X
Step 11	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI	Accountant XI
Step 12	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII	Accountant XII
Step 13	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII	Accountant XIII
Step 14	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV	Accountant XIV
Step 15	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV	Accountant XV
Step 16	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI	Accountant XVI
Step 17	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII	Accountant XVII
Step 18	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII	Accountant XVIII
Step 19	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX	Accountant XIX
Step 20	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX	Accountant XX
Step 21	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI	Accountant XXI
Step 22	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII	Accountant XXII
Step 23	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII	Accountant XXIII
Step 24	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV	Accountant XXIV
Step 25	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV	Accountant XXV



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