

**EMERGENCY RELOCATION TRANSPORTATION AGREEMENT  
BETWEEN  
MURFREESBORO CITY SCHOOLS  
AND  
RUTHERFORD COLLEGIATE PREP**

This Relocation Transportation Agreement (the “Agreement”) is entered into as of January 14, 2025, by and between Murfreesboro City Schools, a public school district organized under the laws of the State of Tennessee (“District”), and Rutherford Collegiate Prep, a public charter school existing under the foreign nonprofit corporation of ReThinkForward, Inc., with its principal office located in 6278 North Federal Highway PMB 115, Fort Lauderdale, FL 33308, and duly authorized under the laws of the State of Tennessee (“Charter School”). The District and the Charter School are collectively referred to herein as the “Parties” and individually as a “Party.”

WHEREAS, the Charter School may, in emergency situations, require the use of the District’s transportation services to relocate students, staff, and personnel from the Charter School premises to a safe location; and

WHEREAS, the District is willing to make its transportation services available to the Charter School in such emergency situations under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to establish the terms and conditions under which the District will provide transportation services to the Charter School in the event of an emergency that requires the relocation of students, staff, and personnel from the Charter School premises. For the purposes of this Agreement, an “emergency” is defined as any unforeseen event or circumstance that poses an immediate threat to the safety, health, or welfare of students, staff, or personnel at the Charter School, necessitating their relocation to a safe location. Such emergencies may include, but are not limited to, natural disasters, fires, hazardous material spills, acts of violence, or other similar critical incidents.

**II. EMERGENCY RELOCATION TRANSPORTATION SERVICES**

- 2.1. The District agrees to provide buses and qualified drivers for the purpose of transporting Charter School students, staff, and personnel to a designated safe location in the event of an emergency.
- 2.2. The availability of transportation services is subject to the District’s sole discretion and the prioritization of its own operational needs. However, in the event of an emergency, the transportation needs of the Charter School will be prioritized over any of the daily operational needs of the District. Provided, however, that nothing in this Agreement requires the District to compromise the safety of students or personnel, violate applicable

law, or materially impair the District's ability to meet its own essential transportation obligations.

- 2.3. The Charter School shall immediately notify the District's designated emergency contact in the event of an emergency requiring transportation assistance. Such notice shall include the nature of the emergency, the number of individuals requiring transport, and the designated safe location.
- 2.4. The Charter School agrees to reimburse District for any overtime costs incurred by drivers providing transportation services under this Agreement. Overtime costs shall be calculated in accordance with applicable labor laws and the provider's standard overtime rates. The District shall provide an itemized invoice detailing the overtime costs incurred.
- 2.5 The District shall retain sole control over the operation of District-owned or District-operated buses and equipment, including the assignment of drivers, routes, loading and unloading procedures, vehicle capacity, dispatch decisions, and all safety-related decisions. The District may decline, modify, delay, or discontinue transportation services when, in its judgment, circumstances present a safety, operational, legal, or resource concern.
- 2.6 Each Party shall designate in writing one or more primary and alternate emergency contacts authorized to request, coordinate, and receive communications concerning transportation services under this Agreement. Each Party shall promptly provide written notice of any change in its designated emergency contacts. The Charter School shall cooperate with the District and applicable emergency responders concerning the designated relocation location, student accountability, loading procedures, and other logistics necessary for the safe provision of transportation services.

### **III. INFORMATION SHARING**

- 3.1. The Charter School shall provide the District with access to relevant student information, including but not limited to rosters, contact information, and any special transportation needs, as required to safely and effectively execute the transportation services. Such information shall be provided in compliance with applicable state and federal laws, including the Family Educational Rights and Privacy Act (FERPA).
- 3.2. The Charter School shall provide the District with access to its safety and security plans that are necessary to coordinate and effectuate the use of transportation during an emergency relocation event. Any safety plans related to relocation must be reviewed and approved by the District's designated safety coordinator prior to implementation; changes recommended by the District's designated safety coordinator must be incorporated into any safety plans related to relocation.
- 3.3. The District agrees to maintain the confidentiality of all information received from the Charter School and to use such information solely for the purpose of providing emergency relocation transportation services under this Agreement.

#### **IV. INDEMNIFICATION**

- 4.1. The Charter School agrees to indemnify, defend, and hold harmless the District, its officers, employees, agents, and representatives from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or in connection with: (a) Any act or omission of the Charter School, its employees, agents, or contractors in connection with this Agreement; (b) Any breach of this Agreement by the Charter School; or (c) The transportation of Charter School students, staff, or personnel, except to the extent such claims, demands, liabilities, or damages result from the gross negligence or willful misconduct of the District.
- 4.2. District shall have no liability to Charter School or to any other party claiming through or under Charter School by reason of the execution or performance of this Agreement. Article II, Section 29 of the Tennessee Constitution prohibits cities or city entities from lending their credit to private entities and, therefore, prohibits an agreement by the District to indemnify a third party or agree to a limitation of liability provision.
- 4.3. The provisions of this section shall survive the termination or expiration of this Agreement.

#### **V. INSURANCE**

- 5.1. Charter School will obtain and maintain, at least the following insurance from companies having an A.M. Best rating of "A-", VI or better, in the form and in the amounts as District may require:
  - a. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 (one million dollars):
  - b. Policies must include other states endorsement to include Tennessee if the corporation is domiciled outside of the State of Tennessee, and a waiver of all rights of subrogation in favor of District.
  - c. Commercial general liability insurance with limits of not less than:
    - i. Each occurrence limit - \$1,000,000 (one million dollars)
    - ii. Medical Expenses (any one person) - \$10,000 (ten thousand dollars)
    - iii. Personal and Advertising Injury - \$1,000,000 (one million dollars)
    - iv. General aggregate - \$3,000,000 (three million dollars)
    - v. Products - Completed Operations Aggregate for bodily injury, personal injury, and property damage - \$3,000,000 (three million dollars)
  - d. Commercial automobile liability insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$5,000,000 (five million dollars) combined single limit bodily injury and property damage. Coverage shall not exclude passengers.
  - e. If limits are not met in primary insurance contracts, umbrella/excess liability insurance may be provided with limits of not less than \$4,000,000 (four million dollars) per

occurrence and aggregate with a self-insured retention of no more than \$10,000 (ten thousand dollars), and (i) providing coverage in excess of and (ii) following form, subject to the same provisions as, the underlying policies required for general liability and commercial auto liability insurance.

- f. The contractor agrees to indemnify District for any applicable deductibles and self-insured retentions.

- 5.2. Any employees of the Charter School who are involved in activities related to this Agreement, including but not limited to assisting with transportation, shall remain covered by the Charter School's own insurance policies and worker's compensation coverage. The District shall have no responsibility for providing worker's compensation or other insurance coverage for Charter School employees.

## VI. TERM AND TERMINATION

- 6.1. This Agreement shall commence on the Effective Date and continue in effect until June 30, 2026, unless terminated by either Party with thirty (30) days' prior written notice.
- 6.2. The District may terminate this Agreement immediately in the event the Charter School fails to comply with any provision herein or if the District determines, in its sole discretion, that providing transportation services would jeopardize its operational capabilities or safety.

## VII. MISCELLANEOUS

- 7.1. **Compliance with Laws:** The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations in the performance of their obligations under this Agreement.
- 7.2. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter herein.
- 7.3. **Amendments:** This Agreement may not be amended or modified except by a written instrument signed by both Parties.
- 7.4. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles.
- 7.5. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 7.6. **Counterparts:** This Agreement may be executed in one or more counterparts by the District and Charter School. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

7.7. **Notices:** All notices required or permitted under this Agreement shall be in writing and delivered to the addresses set forth below:

For the District:        Murfreesboro City Schools  
                                  ATTN: Director of Schools  
                                  2552 South Church Street  
                                  Murfreesboro, TN 37127

For the Charter School:    Rutherford Collegiate Prep  
                                  ATTN:  
                                  4420 Manson Pike  
                                  Murfreesboro TN, 37129

7.8 **Public Communications and Use of District Name.** Except as required by law, the Charter School shall not issue or authorize any press release, media statement, public announcement, social-media post, or other external communication concerning an emergency relocation event, the District's transportation services, or this Agreement that identifies or references the District, without the District's prior written approval. The Charter School shall promptly notify the District of any media inquiry relating to an emergency relocation event or the District's services and shall coordinate responsive communications with the District. Nothing in this section prohibits either Party from making disclosures required by applicable law, including the Tennessee Public Records Act, provided that the disclosing Party gives advance notice to the other Party when legally permitted.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Rutherford Collegiate Prep

Murfreesboro City Schools

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bobby N. Duke, III  
Director of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Lauren Bush, Assistant City Attorney