

GMSD Work Session
March 2, 2020 5:30 PM
Board Room, GMSD Office

1. Annual Review/Revision of Policies after first reading
2. Revision of Policy 6.206 Transfers within the system
3. Approval of Special Course Application 20-21
4. Miscellaneous FY2019-20 Budget Amendment # 17
5. Land Exchange agreement with the City of Germantown and Taylor Land Investors
6. Land Usage Agreement with the City of Germantown
7. Further Business

Germantown Municipal School District

Monitoring: Review: Annually, in March	Descriptor Term: Equal Employment Opportunity Compliance	Descriptor Code: 5.104	Issued Date: 4/20/20 05/05/14
		Rescinds:	Issued:

1 PURPOSE

2 To provide equal employment opportunity for all applicants and employees; and to comply with
3 applicable requirements of Federal Statutes and Executive Orders.

4 SCOPE

5 This policy applies to all applicants and employees of Germantown Municipal School District.

6 POLICY STATEMENT

7 Germantown Municipal School District shall not discriminate in recruitment or employment on the
8 basis of race, color, religion, sex, creed, age, disability, national origin, or genetic information in
9 compliance with state/federal law. The District shall promote equal opportunities through vigorous
10 recruiting practices as an integral part of Germantown Municipal School District's personnel policy
11 and practice in the employment, development, advancement and treatment of employees and applicants
12 of Germantown Municipal School District.

13 Germantown Municipal School District shall not on the basis of race, color, religion, sex, creed, age,
14 disability, national origin, or genetic information discriminate against any qualified individual with
15 respect to the employment relationship, including job application procedures, hiring, advancement,
16 compensation, job training and other terms, conditions and privileges of employment.¹

17 Violations of this policy shall be reported to the ~~Chief of Staff/~~ Executive Director of Human
18 Resources or if it is alleged that the ~~Chief of Staff/~~ Executive Director of Human Resources violated
19 this policy, the notification of violation should be reported to the Deputy Superintendent.

20 RESPONSIBILITY

- 21 A. The Superintendent (or designee) is responsible for ensuring compliance with this policy.
22
23 B. The Superintendent is responsible for determining if this policy is followed.

Legal References

1. U.S. Constitution, Amendment XIV; Title VII, Civil Rights Act of 1964; Title VI, Civil Rights Act of 1964; Title IX, Education Amendments of 1972; Age Discrimination Act of 1967; Section 504 of the

Rehabilitation Act of 1973; and 42 USC § 12101-
12213

Germantown Municipal School District

Monitoring: Review: Annually, in March	Descriptor Term: Discrimination / Harassment of Employees (Sexual, Racial, Ethnic, Religious)	Descriptor Code: 5.500	Issued Date: 4/20/20 11/12/19
		Rescinds: 5.500	Issued: 02/03/14

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

6 Employee discrimination/harassment will not be tolerated.¹ Discrimination/harassment is defined as
 7 conduct, advances, gestures or words either written or spoken of a sexual, racial, ethnic or religious
 8 nature that:

- 9 1. Unreasonably interferes with the individual's work or performance;
- 10 2. Create an intimidating, hostile or offensive work environment;
- 11 3. Imply that submission to such conduct is made an explicit or implicit term of employment; or
- 12 4. Imply that submission to or rejection of such conduct will be used as a basis for an employment
 13 decision affecting the harassed employee.

14 Alleged victims of sexual, racial, ethnic and religious discrimination/harassment shall report these
 15 incidents immediately.² This report should be made to the immediate supervisor, except when the
 16 immediate supervisor is the offending party. If the immediate supervisor is the offending party, the report
 17 may be made to the District Employee Complaint Manager. Allegations of discrimination/harassment
 18 shall be fully investigated (as set forth in *Complaints and Grievances 5.501*). An oral complaint may be
 19 submitted; however, such complaint must be reduced to writing to ensure a more complete investigation.
 20 The complaint should include the following information:

- 21 1. Identity of the alleged victim and person accused;
- 22 2. Location, date, time and circumstances surrounding the alleged incident;
- 23 3. Description of what happened;
- 24 4. Identity of witnesses; and
- 25 5. Any other evidence available.

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

31 A substantiated charge against an employee shall result in disciplinary action up to and including
 32 termination. A substantiated charge against a student may result in corrective or disciplinary action up
 33 to and including suspension.

1 GMSD is prepared to take appropriate steps to protect individuals who fear they may be subjected to
2 retaliation. Acts of alleged retaliation should be reported immediately to the District Complaint Manager
3 and will be promptly investigated. There will be no retaliation against any person who reports
4 discrimination/harassment or participates in an investigation. However, any employee who refuses to
5 cooperate or gives false information during the course of any investigation may be subject to disciplinary
6 action. The willful filing of a false report will itself be considered harassment and will be treated as such.

7 An employee disciplined for violation of this policy may appeal the decision by contacting the Deputy
8 Superintendent.

9 These rights are concurrent to any other rights granted elsewhere either by Board Policy or Tennessee
10 and/or Federal Law

11 **DISTRICT EMPLOYEE COMPLAINT MANAGERS:**

- 12 **1. Human Resources Supervisor**
13 **3350 S. Forest Hill Irene Road, Germantown, TN 38138**
14 **901-752-7900**
15
- 16 **2. Executive Director of Human Resources**
17 **3350 S. Forest Hill Irene Road, Germantown, TN 38138**
18 **901-752-7900**

Legal References

1. 29 CFR §1604.11
2. 20 USCS § 1681

Cross References

Appeals To & Appearances Before the Board 1.404
Complaints and Grievances 5.501

Germantown Municipal School District

Monitoring: Review: Annually, in August	Descriptor Term: <h2 style="text-align: center;">Transfers Within the System</h2>	Descriptor Code: <h3 style="text-align: center;">6.206</h3>	Issued Date: 3/2/20 <h3 style="text-align: center;">09/16/19 12/18/18</h3>
		Rescinds: <h3 style="text-align: center;">6.206</h3>	Issued: <h3 style="text-align: center;">08/31/15</h3>

1 The Germantown Municipal School District Board believes in the overall quality for all of its schools.
 2 The Board also believes that parents, who are Germantown citizens, may have particular preferences for
 3 which school(s) they want their children to be enrolled.

4 The Superintendent shall permit any eligible student in the Germantown Municipal School District to
 5 apply for enrollment in any District program or school, provided the student's application meets the
 6 requirements of the conditions established in maintaining optimal learning environments for all of its
 7 schools.

8 The following definitions shall apply:

9 ***Zoned School***

10 The school to which the student has been assigned prior to any request for transfer.

11 ***Out of zoned School Student***

12 A Germantown Municipal School District student who enrolls (seeks to enroll) in a program or school
 13 in another attendance zone within the District.

14 ***Program***

15 Any one of the specific course offerings of this District.

16 ***Program Size***

17 The restrictions on a number of students in a program due to circumstances unique to that specific
 18 program, or financial or operating conditions of the District.

19 ***Intra- District Transfer (Open Enrollment) Processes:***

- 20 • Applications will be made available for interested parties during the second semester of each
 21 school year. Dates may vary yearly at a time set by the District Administration. There will be at
 22 least a 30-day period between the announcement of Open Enrollment and the closing of the
 23 Open Enrollment application period. Applications will be made available on-line and will be
 24 available at the District Office. Online computer support will also be available at the District
 25 office. Grade bands will be evaluated yearly to determine if programmatic capacity or staffing
 26 issues are evident for the following school year.

- 1 • All applications need to be submitted on or before the designated conclusion of Open
2 Enrollment as evident by a postmark if the application is mailed.
- 3 • If there are more applicants than seats available, the seats will be awarded through a lottery
4 format. Applications received after the deadline will be placed on a wait list until the start of
5 the school year.
- 6 • Parents who applied for a transfer will be notified of their child's (ren) transfer status no later
7 than May 21 (negotiable date pending unforeseen variables not foreseen at the time of this
8 draft)
- 9 • Parent(s) or guardian(s) will be notified by on or before June 15th each year of their continued
10 transfer status based on Grades, Discipline and/or Attendance.
- 11 • Transportation is not provided for any student that is granted an open enrollment transfer.
- 12 • Students who are participating in Open Enrollment (Intra-District Transfers) must maintain
13 acceptable behavior, attendance and academic standing. While it is the intent to allow the
14 student to remain at the school through exit grade, if behavior, attendance or academic standing
15 is not acceptable, the principal has the authority to rescind the transfer at the end of the school
16 year and the student will return to his/her school of zoning for the following year. The
17 Superintendent has the authority to rescind or modify a transfer for reasons other than those
18 listed above.
- 19 • Parent(s) or guardian(s) who have applied for transfer on behalf of their child(ren) may not
20 revoke the application for transfer once it has been granted. Additionally, the child(ren) must
21 remain in the school requested for at least one (1) full academic school year.

22 ***Enrollment Priorities:***

- 23 1. GMSD employees' children.
- 24 2. Students currently enrolled in that school.
- 25 3. Students whose school changed as a result of re-zoning.
- 26 4. Students, who have siblings who are attending the non-zoned school based on receiving a
27 transfer, will be given preferential consideration if they wish to attend the same school as their
28 sibling.

29 The Superintendent, or his designee, will set procedures that support this policy.

Special Course Application

Use this application for all special course applications **except** special courses aligning to a NEW CTE Special Program of Study.

Do not complete and send in this form. Only use this document to inform your district of the application questions.

All applications must be completed on Formstack.

DISTRICT AND SCHOOL INFORMATION		
Special Course Name: Facing History & Ourselves		
School District Name: Germantown Municipal School District	School District Number: 796	
District Contact Name: William Gillespie	Email: william.gillespie@gmsdk12.org	
Contact Title: Secondary Instructional Supervisor for Humanities	Phone: 901.752.7873	
List the school(s) and state school number(s) where this course will be offered for the 2020-21 school year: Houston High School - 0111		
COURSE INFORMATION		
Type of Course <input type="checkbox"/> Career and Technical Education <input type="checkbox"/> Enrichment <input checked="" type="checkbox"/> General Education <input type="checkbox"/> Special Populations <input type="checkbox"/> ESL		
When will this special course be offered? <input checked="" type="checkbox"/> Fall Semester <input checked="" type="checkbox"/> Spring Semester <input type="checkbox"/> Year-long		
Course Delivery Model: Will any portion of this course be delivered online? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Blended	If Online Delivery: <input type="checkbox"/> Asynchronous <input type="checkbox"/> Synchronous	Proposed Level of Special Course: <input type="checkbox"/> Introduction (Level 1) <input checked="" type="checkbox"/> Intermediate (Level 2) <input type="checkbox"/> Advanced (Level 3) <input type="checkbox"/> Capstone (Level 4) Note: The final determination of the level of the special course will be included in the letter of approval.
Credit must be awarded in a specific area and cannot be requested simply as "elective credit." Select the content area for which credit would be awarded upon completion of this special course.		
<input type="checkbox"/> English Language Arts <input type="checkbox"/> Math <input type="checkbox"/> Science <input checked="" type="checkbox"/> Social Studies	<input type="checkbox"/> Fine Arts <input type="checkbox"/> World Language <input type="checkbox"/> Physical Education <input type="checkbox"/> Wellness <input type="checkbox"/> Special Populations	<input type="checkbox"/> Career and Technical Education Specify career cluster: _____ <input type="checkbox"/> Other: specify subject(s) included: _____
Special course standards are attached and include all appropriate references to Tennessee Academic Standards <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		

SPECIAL COURSE APPLICATION

Use this application for all special course applications **except** special courses aligning to a NEW CTE Special Program of Study. Use this document to compile and upload all information required to apply for a 2020-21 special course. It is necessary to fill out the document in its entirety for each unique Special Course. Incomplete submissions **will not** be reviewed.

SPECIAL COURSE DESCRIPTION	
1. District:	Germantown Municipal School District
2. Course name:	Facing History and Ourselves
3. Course description:	Facing History and Ourselves is taught utilizing principles and resources of the Facing History & Ourselves organization. The class examines humankind's methods to promote knowledge, values and skills needed to preserve and protect democracy. Students explore issues of racism and violence as well as courage, caring and compassion for all humanity.
4. Course standards including alignment to Tennessee Academic Standards:	This information may be provided in an uploaded separate document or included here. If a separate document is uploaded, please include District Name and Course Name along with standards information in that separate document. Please see standards alignment addendum attached
5. Number of credit(s):	0.5 credits
6. Pre-requisite course(s):	None
7. Early postsecondary opportunities and/or industry certifications:	None
8. Teacher requirements:	Endorsements : 021, 022, 131, 133, 250, 421, 422
9. Provide justification for offering this special course (reason for including this course in the school program):	
10. Describe how this course was developed:	The course makes use of resources and a curricular framework designed by the Facing History and Ourselves national organization. Using these resources, the teacher of record, Mr. Michael Robinson, has adapted the course to align with current TN Academic standards noted within the alignment addendum.
11. List the names/titles of individuals who developed the course:	Mr. Michael Robinson, Mr. William Gillespie & Facing History & Ourselves
12. Content Area/Career Cluster (CTE Only):	N/A
13. Industry Certification (CTE Only):	N/A
14. Provide any other pertinent information about this course:	Facing History and Ourselves is an elective course offered both across the state of Tennessee and throughout the nation. Houston High School has previously offered this course through a Special Courses application and is submitting this application as a renewal.

2020-21 SPECIAL COURSE LOCAL APPROVAL AND ASSURANCES

Required for all special course applications

Special Course Name: **Facing History and Ourselves**

School District: **Germantown Municipal School District**

We verify that the information on this application is complete and accurate. Assigning the proposed instructor to this special course will not preclude having all State Board of Education approved courses taught by appropriately endorsed teachers.

Date of Approval by Local Board of Education:

Chairperson's Signature

Date

Director of Schools' Signature

Date

Facing History and Ourselves

Special Course Information	
Content Area/Career Cluster:	Social Studies
Credit(s):	0.5
Pre-Requisite(s):	None
Early Postsecondary Opportunities:	N/A
Industry Certifications:	N/A
Teacher Requirements:	Endorsements : 021, 022, 131, 133, 250, 421, 422

Course Description:

Facing History and Ourselves is taught utilizing principles and resources of the Facing History & Ourselves organization. The class examines humankind's methods to promote knowledge, values and skills needed to preserve and protect democracy. Students explore issues of racism and violence as well as courage, caring and compassion for all humanity.

The Scope and Sequence of the Facing History course involves a thematic progression intended to promote historical understanding, critical thinking and social-emotional learning.

Course Standards:

Students will:

1. Recognize the human tendency to create "in" groups and "out" groups and the consequences of that behavior for a society's universe of obligation.
2. Understand the particular historical context in which the Nazi Party established a dictatorship in Germany, marginalized Jews and other minority groups within German society, and ultimately committed genocide under the cover of war.
3. Wrestle with the choices that individuals, groups, and nations made in response to the Nazi dictatorship and the violence and terror it caused, as well as the aspects of human behavior that contributed to those choices.
4. Make connections between universal themes related to democracy, citizenship, racism, and antisemitism that this history raises and the world they live in today. Understand their responsibilities as citizens of the world to make choices that help bring about a more human, just, and compassionate world.

This course is designed to:

- Foster students' critical thinking, reading comprehension, inquiry, writing, speaking, and listening skills;
- Increase students' historical understanding, reasoning, and their capacity to connect history to contemporary events and their own lives;
- Empower students to actively participate in society and civic life.

Upon completion of the Facing History course, students will:

- Utilize critical thinking and inquiry skills to analyze primary, secondary, and literary sources;
- Apply historical reasoning in selecting, evaluating, and citing evidence from text to support, modify, or refute claims; articulate and formulate plausible thesis statements, arguments, and conclusions;
- Analyze the influence of propaganda, conformity, and obedience on human behavior;
- Evaluate economic, political, and cultural elements that influence the fragility of democracy and contemplate the dangers to civil liberties and basic freedoms when a democracy is subjected to extreme crisis;
- Examine the processes of dehumanization in a society, and identify some of the preconditions and conditions for genocide to occur;
- Identify some legacies of the Holocaust;
- Explore other contemporary examples of human rights violations (e.g. genocide, discrimination) and assess the effectiveness of responses to such violations (e.g. NGO's, media scrutiny, political responses, military intervention, international tribunals, etc.);
- Demonstrate foundational digital media literacies: **Digital literacy** is the ability to effectively and critically navigate, evaluate, and create information using a range of digital technologies. **Research literacy** refers to the ability to perform effective, critical online research; knowledge of academically appropriate protocols for selection, citation, and attribution of source materials; and knowledge of fair use and copyright issues.

Standards Alignment Notes

Section 1: *Introducing the Journey*

- **Lesson 1: “Facing History and Ourselves”**
- **Lesson 2: “Contracting for a Reflective Classroom Community”**
 - SSP. 02 Critically examine a primary or secondary source in order to:
 - Draw inferences and conclusions
 - SSP.04 Construct and communicate arguments by citing supporting evidence to:
 - Demonstrate and defend an understanding of ideas
 - Compare and contrast viewpoints
 - SSP.05 Develop historical awareness by:
 - Evaluating how unique circumstances of time and place create context and contribute to action and reaction

Section 2: *The Individual and Society*

- **Lesson 3: “Identity—The Individual in Society”**
- **Lesson 4: “Identity and Decision Making”**
 - SSP.04 Construct and communicate arguments by citing supporting evidence to:
 - Demonstrate and defend an understanding of ideas
 - Compare and contrast viewpoints
 - Illustrate cause and effect
 - Predict likely outcomes
 - SSP.05 Develop historical awareness by:
 - Identifying patterns of continuity and change over time, making connection to the present
 - CI.23 Analyze types, patterns, and attitudes regarding discrimination.
 - P.40 Examine the nature and effects of stereotyping, prejudice, and discrimination.
 - P.43 Define culture and diversity.
 - P.46 Examine how perspectives influence stereotypes and the treatment of minority and majority groups in society.

Section 3: *We and They*

- **Lesson 5: “Membership and Belonging”**
- **Lesson 6: “Membership and Race”**
- **Lesson 7: “Antisemitism: A Case Study in Discrimination”**
- **Lesson 8: “Nationalism and World War”**

- SSP. 02 Critically examine a primary or secondary source in order to:
 - Draw inferences and conclusions
- SSP.04 Construct and communicate arguments by citing supporting evidence to:
 - Demonstrate and defend an understanding of ideas
 - Compare and contrast viewpoints
 - Illustrate cause and effect
 - Predict likely outcomes
- SSP.05 Develop historical awareness by:
 - Perceiving and presenting past events and issues as they might have been experienced by the people of the time, with historical empathy rather than present mindedness
 - Evaluating how unique circumstances of time and place create context and contribute to action and reaction
 - Identifying patterns of continuity and change over time, making connection to the present
- SSP.05 Develop historical awareness by:
 - Perceiving and presenting past events and issues as they might have been experienced by the people of the time, with historical empathy rather than present mindedness
- CI.23 Analyze types, patterns, and attitudes regarding discrimination.
- P.21 Explain how experiences and expectations influence perception.
- P.40 Examine the nature and effects of stereotyping, prejudice, and discrimination.
- P.45 Explain how social power structures relate to stereotypes, prejudice, and discrimination.
- P.46 Examine how perspectives influence stereotypes and the treatment of minority and majority groups in society.
- S.29 Identify common patterns of social inequality (i.e., privilege, poverty, power, race, ethnicity, class, gender, etc.).
- S.30 Analyze effects of social inequality on groups and individuals (e.g., life chances, social problems, achievement, education, inter- and intra- group conflict among groups and individuals, etc.).
- S.31 Explain how social institutions distribute power among groups and individuals and how institutions can produce, reinforce, or challenge inequality.
- W.18 Describe the rise of anti-Semitism in Europe during this time period
- W.19 Define imperialism, and analyze reasons for 19th century imperialism, including: competition between empires, cultural justifications, and the search for natural resources and new markets in response to rapid industrialization.
- W.20 Describe the natural resources and geographic features of Africa, their role in attracting European economic interests, and their impact on global trade.
- W.21 Analyze the outcomes of the Berlin Conference and the impact of superimposed boundaries on African indigenous populations, and compare the geographic progression of imperialistic claims on the African continent by European empires.

Section 4: The Weimar Republic

- **Lesson 9 “World War I and the Birth of the Weimar Republic”**
- **Lesson 10 “Life in the Weimar Republic”**
 - SSP. 02 Critically examine a primary or secondary source in order to:
 - Draw inferences and conclusions
 - SSP.04 Construct and communicate arguments by citing supporting evidence to:
 - Demonstrate and defend an understanding of ideas
 - Compare and contrast viewpoints
 - Illustrate cause and effect
 - Predict likely outcomes
 - SSP.05 Develop historical awareness by:
 - Perceiving and presenting past events and issues as they might have been experienced by the people of the time, with historical empathy rather than present mindedness
 - Evaluating how unique circumstances of time and place create context and contribute to action and reaction
 - Identifying patterns of continuity and change over time, making connection to the present
 - CI.08 Analyze how causal factors fostered past and current conflicts.
 - CI.11 Analyze the lasting impact of history on contemporary issues.
 - CI.14 Examine factors that influence elections, such as political ideologies, media technologies, social media, societal movements, and other factors.
 - E.28 Describe potential factors that influence the earnings of workers.
 - E.41 Identify the different causes of inflation, and analyze inflation’s impact.

- P.21 Explain how experiences and expectations influence perception.
- P.46 Examine how perspectives influence stereotypes and the treatment of minority and majority groups in society.
- US.27 Analyze the significance of President Woodrow Wilson's Fourteen Points, the causes and effects of the U.S. rejection of the League of Nations, and the subsequent impact on world politics.
- US.45 Explain the rise and spread of fascism, communism, and totalitarianism internationally.
- W.30 Explain how the rise of militarism, alliances, imperialistic rivalries, and growing nationalism led to the outbreak of World War I.
- W.31 Describe how trench warfare, the resulting stalemate, war of attrition, and advances in weaponry affected the course and outcome of World War I.
- W.34 Define total war, and describe its effect on European civilian populations, including: Food shortages, Naval/submarine blockades, Women as war worker
- W.36 Compare the goals of leading nations at the Paris Peace Conference with the outcomes of the Treaty of Versailles and its impact on Germany.
- W.39 Analyze the cultural, economic, and intellectual trends of the 1920s.
- W.41 Explain how economic instability, nationalism, and political disillusionment in Germany and Japan led to the rise of totalitarian regimes.
- W.42 Compare and contrast the rise to power, goals, and characteristics of Adolf Hitler, Benito Mussolini, and Joseph Stalin's totalitarian regimes.
- S.14 Identify and evaluate the functions of social institutions (e.g., family, education, religion, economy, government, etc.).
- S.17 Explain how social institutions and cultures change and evolve due to historical changes, globalization, the Internet age, countercultures, and social movements.

Section 5: The Nationalist Socialist Revolution

- **Lesson 13: "From Democracy to Dictatorship"**
- **Lesson 14: "Working Towards the Führer"**
 - SSP. 02 Critically examine a primary or secondary source in order to:
 - Draw inferences and conclusions
 - SSP.04 Construct and communicate arguments by citing supporting evidence to:
 - Demonstrate and defend an understanding of ideas
 - Compare and contrast viewpoints
 - Illustrate cause and effect
 - Predict likely outcomes
 - SSP.05 Develop historical awareness by:
 - Perceiving and presenting past events and issues as they might have been experienced by the people of the time, with historical empathy rather than present mindedness
 - Evaluating how unique circumstances of time and place create context and contribute to action and reaction
 - Identifying patterns of continuity and change over time, making connection to the present
 - US.46 Explain President Franklin D. Roosevelt's response to world crises,
 - P.21 Explain how experiences and expectations influence perception.
 - P.38 Describe the relationship between attitudes (implicit and explicit) and behavior, including attributes associated with different types of behavior.
 - P.39 Describe the situational effects and group dynamics associated with individual behavior, including how an individual can influence group norms.
 - P.40 Examine the nature and effects of stereotyping, prejudice, and discrimination.
 - P.41 Identify influences on aggression and conflict.
 - P.45 Explain how social power structures relate to stereotypes, prejudice, and discrimination.
 - P.46 Examine how perspectives influence stereotypes and the treatment of minority and majority groups in society.
 - S.14 Identify and evaluate the functions of social institutions (e.g., family, education, religion, economy, government, etc.).
 - S.23 Define socialization, and describe the primary agents of socialization (i.e., family, peers, media, schools, religion, etc.).
 - S.25 Define deviance, and describe conformity with and deviation from cultural norms.
 - S.27 Analyze various social control techniques (e.g., informal social control, formal social control, stigma, criminalization, etc.).
 - S.30 Analyze effects of social inequality on groups and individuals
 - S.31 Explain how social institutions distribute power among groups and individuals and how institutions can produce, reinforce, or challenge inequality.

Section 6: Conformity and Consent in the National Community

- **Lesson 15 “Laws and the National Community”**
- **Lesson 16 “Propaganda and Conformity”**
- **Lesson 17 “He Who Owns the Youth, Gains the Future”**
 - SSP. 02 Critically examine a primary or secondary source in order to:
 - Draw inferences and conclusions
 - SSP.04 Construct and communicate arguments by citing supporting evidence to:
 - Demonstrate and defend an understanding of ideas
 - Compare and contrast viewpoints
 - Illustrate cause and effect
 - Predict likely outcomes
 - SSP.05 Develop historical awareness by:
 - Perceiving and presenting past events and issues as they might have been experienced by the people of the time, with historical empathy rather than present mindedness
 - Evaluating how unique circumstances of time and place create context and contribute to action and reaction
 - Identifying patterns of continuity and change over time, making connection to the present
 - P.39 Describe the situational effects and group dynamics associated with individual behavior, including how an individual can influence group norms.
 - P.40 Examine the nature and effects of stereotyping, prejudice, and discrimination.
 - P.41 Identify influences on aggression and conflict.
 - P.45 Explain how social power structures relate to stereotypes, prejudice, and discrimination.
 - P.46 Examine how perspectives influence stereotypes and the treatment of minority and majority groups in society.
 - S.14 Identify and evaluate the functions of social institutions (e.g., family, education, religion, economy, government, etc.).
 - S.21 Describe group roles, their dynamics, and their impact on group behavior.
 - S.23 Define socialization, and describe the primary agents of socialization (i.e., family, peers, media, schools, religion, etc.).
 - S.25 Define deviance, and describe conformity with and deviation from cultural norms.
 - S.27 Analyze various social control techniques (e.g., informal social control, formal social control, stigma, criminalization, etc.).
 - S.30 Analyze effects of social inequality on groups and individuals
 - S.31 Explain how social institutions distribute power among groups and individuals and how institutions can produce, reinforce, or challenge inequality.
 - W.46 Describe how geography and technology (e.g., airplanes, advanced medicine, propaganda, radar) influenced wartime strategies, including: blitzkrieg, “island hopping,” kamikaze, and strategic bombing.
 - W.49 Describe the persecution of Jews and other targeted groups in Europe leading up to World War II, and explain why many people were unable to leave and their efforts to resist persecution.

Section 7: Open Aggression and World Responses

- **Lesson 18: “Kristallnacht—The Night of the Pogrom”**
- **Lesson 19: “Responding to a Refugee Crisis”**
- **Lesson 20: “Race and Space”**
 - SSP. 02 Critically examine a primary or secondary source in order to:
 - Draw inferences and conclusions
 - SSP.04 Construct and communicate arguments by citing supporting evidence to:
 - Demonstrate and defend an understanding of ideas
 - Compare and contrast viewpoints
 - Illustrate cause and effect
 - Predict likely outcomes
 - SSP.05 Develop historical awareness by:
 - Perceiving and presenting past events and issues as they might have been experienced by the people of the time, with historical empathy rather than present mindedness
 - Evaluating how unique circumstances of time and place create context and contribute to action and reaction
 - Identifying patterns of continuity and change over time, making connection to the present
 - P.21 Explain how experiences and expectations influence perception.
 - P.39 Describe the situational effects and group dynamics associated with individual behavior, including how an individual can influence group norms.
 - P.40 Examine the nature and effects of stereotyping, prejudice, and discrimination.

- P.41 Identify influences on aggression and conflict.
- P.45 Explain how social power structures relate to stereotypes, prejudice, and discrimination.
- P.46 Examine how perspectives influence stereotypes and the treatment of minority and majority groups in society.
- S.21 Describe group roles, their dynamics, and their impact on group behavior.
- GC.33 Describe the role of the media as a means of communicating information and how it influences the importance of issues and public opinion.
- US.47 Analyze the response of the U.S. to the plight of European Jews before the start of the war, the U.S. liberation of concentration camps during the war, and the immigration of Holocaust survivors after the war.
- W.49 Describe the persecution of Jews and other targeted groups in Europe leading up to World War II, and explain why many people were unable to leave and their efforts to resist persecution
- CI.10 Describe the relationship and causal factors between historic events and contemporary issues
- CI.23 Analyze types, patterns, and attitudes regarding discrimination.

Section 8: The Holocaust

- **Lesson 21: “Mass Murder”**
- **Lesson 22: “Resistance”**

- SSP.05 Develop historical awareness by:
 - Perceiving and presenting past events and issues as they might have been experienced by the people of the time, with historical empathy rather than present mindedness
- CI.10 Describe the relationship and causal factors between historic events and contemporary issues
- CI.11 Analyze the lasting impact of history on contemporary issues.
- P.21 Explain how experiences and expectations influence perception.
- P.39 Describe the situational effects and group dynamics associated with individual behavior, including how an individual can influence group norms.
- P.46 Examine how perspectives influence stereotypes and the treatment of minority and majority groups in society.
- S.21 Describe group roles, their dynamics, and their impact on group behavior.
- US.47 Analyze the response of the U.S. to the plight of European Jews before the start of the war, the U.S. liberation of concentration camps during the war, and the immigration of Holocaust survivors after the war.
- US.49 Identify the roles and the significant actions of the following individuals in World War II: • Winston Churchill • Benito Mussolini • Dwight D. Eisenhower • President Franklin D. Roosevelt • Adolf Hitler • Joseph Stalin • Douglas MacArthur • Hideki Tojo • George C. Marshall • President Harry S. Truma
- W.49 Describe the persecution of Jews and other targeted groups in Europe leading up to World War II, and explain why many people were unable to leave and their efforts to resist persecution.
- W.50 Explain the state-sponsored mass murder of the Jews in Nazi-controlled lands, and describe the varied experiences of Holocaust survivors and victims.

Section 9: Upstanders and Bystanders

- **Lessons 23: “Bystanders and the Question of Complicity”**
- **Lesson 24: “Upstanders and the Decision to Act”**

- SSP. 02 Critically examine a primary or secondary source in order to:
 - Draw inferences and conclusions
- SSP.04 Construct and communicate arguments by citing supporting evidence to:
 - Demonstrate and defend an understanding of ideas
 - Compare and contrast viewpoints
 - Illustrate cause and effect
 - Predict likely outcomes
- SSP.05 Develop historical awareness by:
 - Perceiving and presenting past events and issues as they might have been experienced by the people of the time, with historical empathy rather than present mindedness
 - Evaluating how unique circumstances of time and place create context and contribute to action and reaction
 - Identifying patterns of continuity and change over time, making connection to the present
- CI.11 Analyze the lasting impact of history on contemporary issues.
- P.21 Explain how experiences and expectations influence perception.
- P.39 Describe the situational effects and group dynamics associated with individual behavior, including how an individual can influence group norms.
- P.46 Examine how perspectives influence stereotypes and the treatment of minority and majority groups in society.

- S.21 Describe group roles, their dynamics, and their impact on group behavior.
- US.47 Analyze the response of the U.S. to the plight of European Jews before the start of the war, the U.S. liberation of concentration camps during the war, and the immigration of Holocaust survivors after the war.
- W.49 Describe the persecution of Jews and other targeted groups in Europe leading up to World War II, and explain why many people were unable to leave and their efforts to resist persecution.

Section 10: Judgment and Memory

- **Lessons 25: “Justice and the Nuremberg Trials “**
- **Lesson 26: “Memory and Denial”**
 - SSP. 02 Critically examine a primary or secondary source in order to:
 - Draw inferences and conclusions
 - SSP.04 Construct and communicate arguments by citing supporting evidence to:
 - Demonstrate and defend an understanding of ideas
 - Compare and contrast viewpoints
 - Illustrate cause and effect
 - Predict likely outcomes
 - SSP.05 Develop historical awareness by:
 - Perceiving and presenting past events and issues as they might have been experienced by the people of the time, with historical empathy rather than present mindedness
 - Evaluating how unique circumstances of time and place create context and contribute to action and reaction
 - Identifying patterns of continuity and change over time, making connection to the present
 - CI.10 Describe the relationship and causal factors between historic events and contemporary issues
 - CI.11 Analyze the lasting impact of history on contemporary issues
 - W.53 Describe the cultural, economic, geographic, and political effects of World War II, including: Creation of the United Nations, Impact of the Nuremberg trials, and Refugees and displaced populations
 - W.55 Explain the origins and significance of the establishment of the State of Israel, and describe the reactions by surrounding Arab countries to the United Nations’ decision to establish Israel.

Section 11: Legacies, International Law, and Human Rights

- **Lesson 27: “Sovereignty, the Genocide Convention, and the International Criminal Court”**
- **Lesson 28: “Universal Rights”**
 - SSP. 02 Critically examine a primary or secondary source in order to:
 - Draw inferences and conclusions
 - SSP.04 Construct and communicate arguments by citing supporting evidence to:
 - Demonstrate and defend an understanding of ideas
 - Compare and contrast viewpoints
 - Illustrate cause and effect
 - Predict likely outcomes
 - SSP.05 Develop historical awareness by:
 - Perceiving and presenting past events and issues as they might have been experienced by the people of the time, with historical empathy rather than present mindedness
 - Evaluating how unique circumstances of time and place create context and contribute to action and reaction
 - Identifying patterns of continuity and change over time, making connection to the present
 - W.53 Describe the cultural, economic, geographic, and political effects of World War II, including: Creation of the United Nations, Impact of the Nuremberg trials, and Refugees and displaced populations
 - US.58 Identify and explain the reasons for the founding of the United Nations, including the role of Cordell Hull.

Section 12: Choosing to Participate

- **Lesson 29: “Responding to Human Suffering and Global Injustice”**
- **Lesson 30: “Taking Strategic Action”**
- **Lesson 31: “Reflecting on the Journey”**
 - SSP.04 Construct and communicate arguments by citing supporting evidence to:
 - Demonstrate and defend an understanding of ideas
 - Compare and contrast viewpoints
 - Illustrate cause and effect
 - Predict likely outcomes
 - SSP.05 Develop historical awareness by:

- Perceiving and presenting past events and issues as they might have been experienced by the people of the time, with historical empathy rather than present mindedness
 - Evaluating how unique circumstances of time and place create context and contribute to action and reaction
 - Identifying patterns of continuity and change over time, making connection to the present
- CI.10 Describe the relationship and causal factors between historic events and contemporary issues
- CI.11 Analyze the lasting impact of history on contemporary issues
- CI.19 Analyze the changing role of media and technology on the spread of information and the effects on global culture.
- P.21 Explain how experiences and expectations influence perception.
- P.38 Describe the relationship between attitudes (implicit and explicit) and behavior, including attributes associated with different types of behavior.
- P.39 Describe the situational effects and group dynamics associated with individual behavior, including how an individual can influence group norms.
- P.40 Examine the nature and effects of stereotyping, prejudice, and discrimination.
- S.13 Describe how the social structure of a culture affects social interaction.
- S.14 Identify and evaluate the functions of social institutions (e.g., family, education, religion, economy, government, etc.).
- S.17 Explain how social institutions and cultures change and evolve due to historical changes, globalization, the Internet age, countercultures, and social movements.
- S.21 Describe group roles, their dynamics, and their impact on group behavior.
- S.30 Analyze effects of social inequality on groups and individuals.
- S.32 Examine a school or community's response to deviant behavior.



Germantown Municipal School District Budget Amendment

Fiscal Year: 2019 - 2020

Amendment # 17

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
177-44990	County Commission Revenues - Capital Projects	1,300,000	574,863	1,185,737	3,060,600
177-91300-707	Building Improvements	2,200,000	1,990,014	1,185,737	5,375,751

REASON FOR AMENDMENT:

To adjust appropriations for capital projects - DES ADA and ceiling tile/grid project.

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

_____ Budget revision is denied for the following reason(s):

GMSD Board Chair _____
Date

GMSD Superintendent _____
Date

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2020 (the "Effective Date") by and between the GERMANTOWN BOARD OF EDUCATION ("School District" or "GMSD"), the CITY OF GERMANTOWN, TENNESSEE ("City"), and Taylor Land Investors, a Tennessee general partnership ("Taylor").

WITNESSETH:

WHEREAS, the City is the owner of a certain parcel of land south of Houston High School in Germantown, Shelby County, Tennessee, consisting of approximately 24.8 acres, and to which is assigned tax parcel number G0232 00331, and which is more particularly described on **Exhibit "A"** attached hereto (the "City Parcel");

WHEREAS, the City desires to retain ownership of the southwestern corner of the City Parcel for a public park (the "Park Parcel"), the exact location and acreage of the Park Parcel to be verified by survey as hereinafter set forth, and comprising approximately three (3) acres;

WHEREAS, the City desires to convey to GMSD that portion of the City Parcel that is not the Park Parcel (the "First Parcel");

WHEREAS, GMSD is the owner of a certain parcel of land on Forest Hill Irene Road in Germantown, Shelby County, Tennessee, consisting of approximately 38.12 acres, and to which is assigned tax parcel ID G0243 00428C (the "GMSD Parcel");

WHEREAS, GMSD desires to convey to the City, subject to the restrictions and reconveyance obligations described in Paragraph 3.1 below and on Addendum A herein, approximately 12 acres of the GMSD Parcel (the "Second Parcel"), the exact location and acreage of the Second Parcel to be verified by survey as hereinafter set forth;

WHEREAS, the Parties desire to exchange the First Parcel and the Second Parcel for one another, with GMSD desiring the First Parcel for recreational and sports uses, and with the City desiring the Second Parcel for public uses including parkland;

WHEREAS, Taylor owns property located on Forest Hill Irene Road in Germantown, Shelby County, Tennessee, consisting of approximately 36.44 acres, and to which is assigned tax parcel ID G02-32-00536 (the "Taylor Parcel");

WHEREAS, Taylor desires to convey to the City not less than 5.0 acres of the Taylor Parcel as described on Exhibit "B" attached hereto (the "Third Parcel"), in consideration for a conveyance by GMSD to Taylor of approximately 3.0 acres of the GMSD Parcel as described on Exhibit "C" attached hereto (the "Fourth Parcel");

WHEREAS, the Parties further desire that the City shall receive the Third Parcel, and Taylor shall receive the Fourth Parcel; and

WHEREAS, the Parties deem it to be in their respective best interests, and in the best interests of the residents of the City, to enter into this Agreement exchanging the First Parcel and the Second Parcel on the terms set forth herein, as well as the conveyance of the Third Parcel to the City and the conveyance of the Fourth Parcel to Taylor.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

SECTION ONE: CONVEYANCE BY THE CITY TO GMSD

1.1 Subject to the terms and conditions set forth in this Agreement, the City hereby agrees to convey to GMSD by special warranty deed (the “First Parcel Deed”), good and merchantable title in and to the entire fee simple interest in and to the First Parcel, together with all rights, easements and appurtenances pertaining to said real property, if any, including all improvements, buildings, fixtures and structures situated on said real property, if any. The City and GMSD agree that the final configuration, the exact location and metes and bounds description of the First Parcel (and of the Park Parcel) will be determined by a boundary survey to be procured and paid for by the City (the “First Parcel Survey”). Upon completion of the First Parcel Survey, the metes and bounds descriptions of the Park Parcel and the First Parcel as shown on the First Parcel Survey shall be the descriptions of such parcels for all purposes thereafter including, without limitation, on the First Parcel Deed.

1.2 The City shall retain in the First Parcel Deed, or, at City’s option, GMSD shall grant to the City at Closing, easements over the parcels owned by GMSD adjacent to the Park Parcel or First Parcel for ingress and egress by the City and its employees and agents over such GMSD parcel, to and from the Park Parcel. Any such property claimed by, or subject to, an easement in favor of the City must be in a location and scope mutually and reasonably approved by the City and GMSD. Further, the City shall retain in the First Parcel Deed, or, at City’s option, GMSD shall grant to the City at Closing, easements over the parcels owned by GMSD, for ingress and egress by the public to and from the Park Parcel for pedestrian, bicycle, or other non-motorized vehicle access to the park over such easement parcels. In addition, GMSD shall permit the public to park in any parking lot that is adjacent to the Park Parcel at any time the park is open to the public. The terms and provisions of this Section 1.2 shall survive Closing.

1.3 Prior to Closing, the City shall be allowed to remove benches, garbage cans, picnic tables, and grills from the First Parcel. (Benches permanently affixed to the ground shall remain with the First Parcel and shall not be removed.) Any improvement not removed by the City pursuant to the prior sentence shall become the property of GMSD at Closing; provided, however, that in the event GMSD ever desires to remove any such improvement, GMSD shall notify the City prior to any such removal, and the City shall have forty-five (45) days from the date of such notice to remove at the City’s sole cost and expense any such improvement.

1.4 Following Closing, GMSD, as owner of the First Parcel, shall have all incidents and responsibilities of ownership thereof, including, without limitation, all utility, maintenance, repair, and

security obligations with respect to the First Parcel and with respect to all improvements, features, and components thereof or thereon, except to the extent set forth to the contrary in that certain Land Use Agreement by and between the City and GMSD pertaining to the joint use by the City and GMSD of the First Parcel following the closing of the transactions contemplated hereby. For the avoidance of doubt, the City shall not provide Park Ranger patrol for any property owned by GMSD.

SECTION TWO: MATTERS RELATING TO THE FIRST PARCEL

2.1 The City warrants and represents to GMSD that, to the best of its knowledge:

- (a) There are no unrecorded leases, encumbrances, easements, claims or easements or prescriptive rights upon or concerning the First Parcel or any part thereof;
- (b) There is no litigation, arbitration, or administrative proceeding pending or threatened against the City or the First Parcel that might have the effect of preventing or hindering the exchange of or the use/development of the First Parcel for recreational and/or sports purposes;
- (c) The City has the unrestricted right to sell the First Parcel to GMSD, and observe and perform this Agreement, and no such actions will violate or breach any agreement to which the City is a part or to which it may be bound;
- (d) The City has no knowledge of any existing, threatened, or contemplated action, circumstances, or conditions (including, but not limited to, subsurface conditions) which would interfere with the development or use of the First Parcel as a park, recreational area, or softball field;
- (e) The First Parcel is in full compliance with all applicable statutes, ordinances, rules, and regulations (federal, state, county, and municipal), including, without limitation, all zoning and subdivision restrictions and which would permit the First Parcel to be used as a park, recreational area, or softball field;
- (f) No hazardous wastes or substances have been dumped, deposited, or buried on the First Parcel, and the City has no knowledge of any leaks of petroleum or hazardous materials affecting the First Parcel;
- (g) The First Parcel has an assured water supply sufficient to permit its development and use in accordance with all governmental requirements;
- (h) Gas and electric services are extended and furnished by Memphis Light, Gas and Water division and not by the City;

- (i) All representations and warranties contained herein are true and correct, and shall be true and correct as of Closing, with the same force and effect as if made at such time, and each shall survive Closing;
- (j) The undersigned representative of the City has been duly authorized to execute this Agreement on behalf of the City.

SECTION THREE: CONVEYANCE BY GMSD TO CITY

3.1 Subject to the terms and conditions set forth in this Agreement, GMSD hereby agrees to convey to the City by special warranty deed (the "Second Parcel Deed"), good and merchantable title in and to the entire fee simple interest in and to the Second Parcel, together with all rights, easements and appurtenances pertaining to said real property, if any, including all improvements, buildings, fixtures and structures situated on said real property, if any. This conveyance, however, shall be subject to a requirement for reconveyance of the property conveyed to City by GMSD, at no cost to GMSD, to GMSD upon the terms and conditions as described on Addendum A, attached hereto and incorporated herein by reference. The City and GMSD agree that the final configuration, the exact location and metes and bounds description of the Second Parcel will be determined by a boundary survey to be procured and paid for by GMSD (the "Second Parcel Survey"). Upon completion of the Second Parcel Survey, the metes and bounds descriptions of the Second Parcel as shown on the Second Parcel Survey shall be the descriptions of such parcels for all purposes thereafter including, without limitation, on the Second Parcel Deed.

3.2 In addition to the conveyance of the Second Parcel by GMSD to the City, at Closing GMSD shall grant to the City a fifty-foot (50') wide ingress and egress easement over GMSD's property for vehicular and pedestrian access by the City and its employees and agents between the Second Parcel and Forest Hill-Irene. Any such easement must be in a location approved by GMSD in GMSD's reasonable discretion.

3.3 The City intends to use the land on the Second Parcel as a natural open space/conservation area, so as to not impede the accessibility of available land to meet future student enrollment capacity needs for the GMSD.

SECTION FOUR: MATTERS RELATING TO THE SECOND PARCEL

4.1 GMSD warrants and represents that, to the best of its knowledge:

- (a) There are no unrecorded leases, encumbrances, easements, claims or easements or prescriptive rights upon or concerning the Second Parcel or any part thereof;
- (b) There is no litigation, arbitration, or administrative proceeding pending or threatened against GMSD or the Second Parcel that might have the effect of preventing or hindering the exchange of or the use/development of the Second Parcel for public use and improvements, including, without limitation, parkland;

- (c) GMSD has the unrestricted right to sell the Second Parcel to the City, and observe and perform this Agreement, and no such actions will violate or breach any agreement to which GMSD is a part or to which it may be bound;
- (d) GMSD has no knowledge of any existing, threatened, or contemplated action, circumstances, or conditions (including, but not limited to, subsurface conditions) which would interfere with the development or use of the Second Parcel for parkland;
- (e) The Second Parcel is in full compliance with all applicable statutes, ordinances, rules, and regulations (federal, state, county, and municipal), including, without limitation, all zoning and subdivision restrictions and which would permit the Second Parcel to be used for parkland;
- (f) No hazardous wastes or substances have been dumped, deposited, or buried on the Second Parcel, and GMSD has no knowledge of any leaks of petroleum or hazardous materials affecting the Second Parcel;
- (g) The Second Parcel has an assured water supply sufficient to permit its development and use in accordance with all governmental requirements;
- (h) Gas and electric services are extended and furnished by Memphis Light, Gas and Water division and not by the City;
- (i) All representations and warranties contained herein are true and correct, and shall be true and correct as of Closing, with the same force and effect as if made at such time, and each shall survive Closing;
- (j) The undersigned representative of GMSD has been duly authorized to execute this Agreement on behalf of GMSD.

4.2 On or before the Closing, GMSD shall grant to the City a utility easement for the underground water pipe that presently is located in and under the GMSD Parcel (the "Water Pipe") in a form satisfactory to the City. The parties acknowledge that this utility easement is in the same location as previously described as a proposed public utility (the "Plat Easement") in that certain ROW & Easement Dedication Plat of record at Plat Book 278, Page 24, in the Shelby County Register's Office (the "Plat"); and, further, that upon execution of the utility easement, GMSD conveys to the City any interest GMSD may have in and to the Water Pipe. Following such conveyance by GMSD to the City, City shall be responsible for all maintenance, repairs and upkeep of the Water Pipe. In the event of any damage resulting from either the Water Pipe or its maintenance, repair or upkeep following such conveyance by GMSD to the City, City shall be responsible for all repairs, including restoration of the GMSD Parcel to its previous condition.

SECTION FIVE: CONVEYANCE BY TAYLOR TO CITY

5.1 Subject to the terms and conditions set forth in this Agreement, Taylor hereby agrees to convey to the City by Special Warranty Deed (the “Third Parcel Deed”), good and merchantable title in and to the entire fee simple interest in and to the Third Parcel, together with all rights, easements and appurtenances pertaining to said real property, if any. Taylor and the City agree that the final configuration, the exact location, and metes and bounds descriptions of the Third Parcel will be determined by boundary survey, to be procured and paid for by the City. Upon completion of the Third Parcel survey, the metes and bounds description of the Third Parcel shown thereon shall be the description of such parcels for all purposes thereafter including, without limitation, the Third Parcel Deed.

5.2 Taylor shall also grant to the City at or prior to Closing, over that portion of Taylor’s property that is shown or depicted on Exhibit “D” attached hereto, (i) an exclusive 30’ wide temporary construction easement, including a temporary ingress-egress easement, for the purpose of installing and constructing the water lines referenced in (iii) below (the “Temporary Construction Easements”), (ii) a 50’ wide permanent ingress-egress easement which will be along and over the gravel road to be constructed, subject to any changes in the road upon the development of the Taylor Parcel, which permanent ingress-egress easement shall terminate upon the dedication of the road to the City as a public street (the “Permanent Ingress-Egress Easement”), and (iii) a permanent utility easement for the installation of water lines between Forest Hill-Irene and the Third Parcel, which shall include the right of the City to perform work on such lines from time to time following the installation thereof (the “Permanent Utility Easement”), all in a form mutually satisfactory to each party. The Temporary Construction Easements set forth in (i) above shall terminate upon the earlier to occur of (a) July 1, 2022 or (b) the earlier to occur of (i) the City providing written notice to Taylor that all work to be performed by the City on the contemplated water tower and associated site work is complete or (ii) the land upon which the easements are located being dedicated to the City as a public street. The instrument granting the Permanent Ingress-Egress Easement shall include the right of the City (i) to construct or place upon the easement property a gravel roadway upon which the City’s and the City’s contractors’ vehicles and equipment will travel between Forest Hill-Irene and the Third Parcel and (ii) in the event no dedication of a public street to the City over the Permanent Ingress-Egress Easement parcel has occurred by the time the construction by the City of a water tower and related improvements on the Third Parcel is complete, the right to construct upon the Permanent Ingress-Egress Easement parcel a road that complies with City standards.

5.3 Taylor confirms and acknowledges that the consideration for Taylor’s obligation hereunder to convey to the City the Third Parcel, and the easements benefitting the Third Parcel described in Section 5.2, is solely GMSD’s obligation hereunder to convey to Taylor the Fourth Parcel, and that such consideration is good, valuable, and sufficient for Taylor’s obligations hereunder.

5.4 The terms of this Section shall survive the closings contemplated hereunder.

SECTION SIX: MATTERS RELATING TO THIRD PARCEL

6.1 Taylor warrants and represents to City that, to the best of its knowledge:

- (a) There are no unrecorded leases, encumbrances, easements, claims or easements or prescriptive rights upon or concerning the Third Parcel or any part thereof;
- (b) There is no litigation, arbitration, or administrative proceeding pending or threatened against Taylor or the Third Parcel that might have the effect of preventing or hindering the exchange of or the use/development of the Third Parcel;
- (c) Taylor has the unrestricted right to sell the Third Parcel to City, and observe and perform this Agreement, and no such actions will violate or breach any agreement to which Taylor is a part or to which it may be bound;
- (d) Taylor has no knowledge of any existing, threatened, or contemplated action, circumstances or conditions (including, but not limited to, subsurface conditions) which would interfere with the development or use of the Third Parcel as City may deem fit;
- (e) The Third Parcel is in full compliance with all applicable statutes, ordinances, rules, and regulations (federal, state, county, and municipal), including, without limitation, all zoning and subdivision restrictions;
- (f) No hazardous wastes or substances have been dumped, deposited, or buried on the Third Parcel, and Taylor has no knowledge of any leaks of petroleum or hazardous materials affecting the Third Parcel;
- (g) Gas and electric services are extended and furnished by Memphis Light, Gas & Water division and not by the City;
- (h) All representations and warranties mentioned herein are true and correct, and shall be true and correct as of Closing, with the same force and effect as if made at such time, and each shall survive Closing;
- (i) The undersigned representative of Taylor has been duly authorized to execute this Agreement on behalf of Taylor.

SECTION SEVEN: MATTERS RELATING TO FOURTH PARCEL

7.1 Conveyance by GMSD to Taylor

Subject to the terms and conditions set forth in this Agreement, GMSD hereby agrees to convey to Taylor by Special Warranty Deed (the "Fourth Parcel Deed"), good and merchantable title in and to the entire fee simple interest in and to the Fourth Parcel, together with all rights, easements and appurtenances pertaining to said real property, if any, including all improvements, buildings, fixtures and structures situated on said real property, if any. GMSD and Taylor agree that the final configuration, the exact location, and metes and bounds descriptions of the Fourth Parcel will be determined by boundary

survey to be procured and paid for by Taylor (the "Fourth Parcel Survey"). Upon completion of the Fourth Parcel Survey, the metes and bounds descriptions of the Fourth Parcel shall be the description of such parcel for all purposes thereafter, including, without limitation, the Fourth Parcel Deed. In the event the Fourth Parcel Survey reflects that the Plat Easement traverses the Fourth Parcel, then the City, as grantee of the Plat Easement and, to the extent necessary, GMSD, as owner of the Fourth Parcel, shall amend the Plat to remove from the Fourth Parcel the Plat Easement. In such event, the utility easement to be granted by GMSD to the City under Section 4.2 shall be only for that portion of the Plat Easement that is located on that portion of the GMSD Parcel that is not the Fourth Parcel.

7.2 GMSD warrants and represents to Taylor that, to the best of its knowledge:

- (a) There are no unrecorded leases, encumbrances, easements, claims or easements or prescriptive rights upon or concerning the Fourth Parcel or any part thereof;
- (b) There is no litigation, arbitration, or administrative proceeding pending or threatened against GMSD or the Fourth Parcel that might have the effect of preventing or hindering the exchange of or the use/development of the Fourth Parcel;
- (c) GMSD has the unrestricted right to sell the Fourth Parcel to Taylor, and observe and perform this Agreement, and no such actions will violate or breach any agreement to which GMSD is a part or to which it may be bound;
- (d) GMSD has no knowledge of any existing, threatened, or contemplated action, circumstances, or conditions (including, but not limited to, subsurface conditions) which would interfere with the development or use of the Fourth Parcel as Taylor may deem fit;
- (e) The Fourth Parcel is in full compliance with all applicable statutes, ordinances, rules, and regulations (federal, state, county, and municipal), including, without limitation, all zoning and subdivision restrictions;
- (f) No hazardous wastes or substances have been dumped, deposited, or buried on the Fourth Parcel, and GMSD has no knowledge of any leaks of petroleum or hazardous materials affecting the Fourth Parcel;
- (g) Gas and electric services are extended and furnished by Memphis Light, Gas and Water division and not by the City;
- (h) All representations and warranties contained herein are true and correct, and shall be true and correct as of Closing, with the same force and effect as if made at such time, and each shall survive Closing;
- (i) The undersigned representative of GMSD has been duly authorized to execute this Agreement on behalf of GMSD.

SECTION EIGHT: CONDITIONS OF PARCELS

8.1 Prior to Closing, neither the City nor GMSD nor Taylor shall permit or suffer any changes to be made in the parcels to be conveyed hereby that would materially affect the value of such parcels or the ability to use and develop them. The City, GMSD, and Taylor shall not permit or suffer any waste to such parcels, and the City, GMSD, and Taylor shall keep such parcels free and clear of all claims of adverse possession and prescriptive rights of any kind.

SECTION NINE: INSPECTIONS

9.1 By executing this Agreement, GMSD authorizes the City to request engineers, surveyors and environmental consultants to inspect and audit the Second Parcel, and hereby grants to said professionals and their agents full entry onto the Second Parcel. The City shall repair any damage to the Second Parcel of any type, kind or nature caused by the City, any of its agents, representatives, contractors, or engineers on the Second Parcel prior to the Closing Date, such that the Second Parcel shall be returned to GMSD in the same condition as on the date of execution of this Agreement, ordinary wear and tear excepted in the event this Agreement does not close.

9.2 By executing this Agreement, the City authorizes GMSD to request engineers, surveyors and environmental consultants to inspect and audit the First Parcel, and hereby grants to said professionals and their agents full entry onto the First Parcel. GMSD shall repair any damage to the First Parcel of any type, kind or nature caused by GMSD, any of its agents, representatives, contractors, or engineers on the First Parcel prior to the Closing Date, such that the First Parcel shall be returned to the City in the same condition as on the date of execution of this Agreement, ordinary wear and tear excepted in the event this Agreement does not close.

9.3 By executing this Agreement, Taylor authorizes the City to request engineers, surveyors and environmental consultants to inspect and audit the Third Parcel, and hereby grants to said professionals and their agents full entry onto the Third Parcel. The City shall repair any damage to the Third Parcel of any type, kind or nature caused by the City, any of its agents, representatives, contractors, or engineers on the Third Parcel prior to the Closing Date, such that the Third Parcel shall be returned to Taylor in the same condition as on the date of execution of this Agreement, ordinary wear and tear excepted in the event this Agreement does not close.

9.4 By executing this Agreement, GMSD authorizes Taylor to request engineers, surveyors and environmental consultants to inspect and audit the Fourth Parcel, and hereby grants to said professionals and their agents full entry onto the Fourth Parcel. Taylor shall repair any damage to the Fourth Parcel of any type, kind or nature caused by Taylor, any of its agents, representatives, contractors, or engineers on the Fourth Parcel prior to the Closing Date, such that the Fourth Parcel shall be returned to GMSD in the same condition as on the date of execution of this Agreement, ordinary wear and tear excepted in the event this Agreement does not close.

SECTION TEN: CONDITIONS PRECEDENT

10.1 The obligations of the City, GMSD, and Taylor to close these transactions are each subject to satisfaction of each of the following conditions precedent on or before the date of Closing.

(a) The Board of Mayor and Alderman of the City of Germantown (“BMA”) shall have formally approved this Agreement and all of the terms and conditions contained herein.

(b) The GMSD Board of Education shall have formally approved this Agreement and all of the terms and conditions contained herein.

(c) All matters affecting the title, condition and use of the First Parcel as disclosed by, among other things, the Title Commitment, the First Parcel Survey, inspection, soil testing, and an environmental audit shall have been approved by GMSD.

(d) All matters affecting the title, condition and use of the Second Parcel as disclosed by, among other things, the Title Commitment, the Second Parcel Survey, inspection, soil testing, and an environmental audit shall have been approved by the City.

(e) All matters affecting the title, condition, and use of the Third Parcel as disclosed by, among other things, the Title Commitment, the Third Parcel Survey, inspection, soil testing, and an environmental audit shall have been approved by the City.

(f) All matters affecting the title and condition of the Fourth Parcel as disclosed by, among other things, the Title Commitment, the Fourth Parcel Survey, inspection, soil testing, and an environmental audit shall have been approved by Taylor.

(g) The Third Parcel becoming a legal lot.

SECTION ELEVEN: BROKERS

11.1 The Parties agree that no broker or agent is responsible for bringing about the transactions set forth herein and that no commission is to be paid in connection therewith. In the event of any such claim for broker’s, agent’s or finder’s fee or commission in connection with the negotiation, execution or consummation of this transaction, the Party upon whose alleged statement, representation or agreement such claim or liability arises shall indemnify, hold harmless and defend the other Party from and against such claim and liability, including without limitation, reasonable attorney’s fee and court costs. The terms and provisions of this Section shall survive the Closing.

SECTION TWELVE: CLOSING

12.1 The Closing (“Closing”) shall take place on or before the ____ day of _____, 2020, at the offices of Burch, Porter & Johnson, PLLC at 130 N. Court Ave., Memphis, Tennessee, at 10:00 o’clock a.m., or at such other time and place as shall be designated by the Parties, or unless extended by the mutual agreement of the Parties to satisfy the conditions precedent hereinabove set forth. The City shall deliver to GMSD at Closing the First Parcel Deed with the usual covenants conveying good and

merchantable title to the First Parcel executed by a duly authorized representative of the City and acknowledged. Such deed shall convey title to the First Parcel in fee simple free of all encumbrances except as set forth therein. GMSD shall deliver to the City at Closing the Second Parcel Deed with the usual covenants conveying good and merchantable title to the Second Parcel executed by duly authorized representatives of GMSD and acknowledged. Such deed shall convey title to the Second Parcel in fee simple free of all encumbrances except as set forth therein and subject to reconveyance to GMSD as described in Addendum A.

12.2 Taylor shall deliver to the City at Closing the Third Parcel Deed with the usual covenants conveying good and merchantable title to the Third Parcel executed by a duly authorized representative of Taylor and acknowledged. Such deed shall convey title to the Third Parcel in fee simple free of all encumbrances, except as set forth therein, to the City. GMSD shall deliver to Taylor at Closing the Fourth Parcel Deed with the usual covenants conveying good and merchantable title to the Fourth Parcel executed by duly authorized representatives of GMSD and acknowledged. Such deed shall convey title to the Fourth Parcel in fee simple free of all encumbrances, except as set forth therein.

SECTION THIRTEEN: REMEDIES

13.1 If a Party hereto is in default of any obligation hereunder, the other Party may elect either of the following remedies, but no other remedy shall be available:

- (a) Specific performance of this Agreement against the defaulting Party, or
- (b) Termination of this Agreement.

SECTION FOURTEEN: MISCELLANEOUS

14.1 Rents and any taxes for the current year, if applicable, are to be prorated as of the date of Closing, and all prior liens are to be paid by the respective owners of the parcels prior to Closing.

14.2 Any improvements are to be delivered in as good condition as they are in as of the date of this Agreement, ordinary wear and tear excepted, but in the event of destruction by fire or otherwise, the conveying Party shall have no obligation to repair the improvements so destroyed. Any insurance proceeds or other claims arising out of any such event of destruction shall be for the exclusive benefit of the Party obtaining such insurance coverage.

14.3 The City shall pay for the preparation of the deed conveying title to the First Parcel and for the title search or abstract pertaining to the First Parcel. The City shall pay for the recordation of the deed conveying title to the Second Parcel and for the title examination and title insurance pertaining to the Second Parcel.

14.4 GMSD shall pay for the preparation of the deed conveying title to the Second Parcel and for the title search or abstract pertaining to the Second Parcel. GMSD shall pay for the recordation of the deed conveying title to the First Parcel and for the title examination and title insurance pertaining to the First Parcel.

14.5 Taylor shall pay for the preparation of the deed conveying title to the Third Parcel and for the title search or abstract pertaining to the Third Parcel. The City shall pay for the recordation of the deed conveying title to the Third Parcel to the City and for the title examination and title insurance pertaining to the Third Parcel.

14.6 GMDS shall pay for the preparation of the deed conveying title to the Fourth Parcel and for the title search or abstract pertaining to the Fourth Parcel. Taylor shall pay for recordation of the deed conveying title to the Fourth Parcel and for title insurance pertaining to the Fourth Parcel.

14.7 Each Party shall have the right of access to the parcel it is to acquire hereby to make any inspections, tests, surveys, and studies that such Party may deem appropriate.

14.8 Failure on the part of any Party to complain of any act or failure to act by the other Party or to declare the other Party in default, regardless of how long such failure continues, shall not constitute a waiver of such Party's rights hereunder. Any extension, amendment, or waiver affecting this Agreement must be in writing and signed by all Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions contained herein, nor shall any waiver constitute a continuing waiver.

14.9 The Parties agree to fully and promptly cooperate with each other in obtaining any necessary approvals and agrees to duly sign all documents necessary to accomplish the above referenced approvals and permits. All parties agree that, upon the request of the other Party, each will take all such further actions, and deliver such additional documents as may be reasonably required to effectuate the transaction as contemplated by this Agreement. The terms and provisions of this Section shall survive the Closing.

14.10 This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

14.11 Except as specified herein, this Agreement contains the entire agreement of the Parties and shall supersede any prior written or oral agreements or understandings.

14.12 This Agreement may only be altered, modified, or amended upon the written consent and agreement of both Parties hereto duly adopted as required by law.

14.13 Tennessee law shall govern this Agreement and any litigation, claim, hearing, or suit regarding this Agreement shall be held exclusively in Shelby County, Tennessee. The provisions of this Agreement are severable, in that should any provision be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforceability of the other provisions hereof shall not be affected, but they shall remain in full force and effect.

SECTION FIFTEEN: NOTICE

15.1 Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if personally delivered or sent by United States certified mail, return receipt requested,

addressed as follows:

If to the City: City Administrator
City of Germantown, Tennessee
1930 South Germantown Road
Germantown, TN 38138

With a copy to: Burch, Porter & Johnson, PLLC
130 N. Court Ave.
Memphis, TN 38103
Attn: Joshua Lawhead, Esq.

If to Taylor: John Duke

With a copy to: Mid-South Title
1715 Aaron Brenner Drive #401
Memphis, TN 38120
Attn: Michael E. Hewgley, Esq.

If to GMSD: Josh Cathey, Deputy Superintendent
Germantown Municipal School District
3350 S. Forest Hill Irene Rd.
Germantown, TN 38138

With a copy to: Lewis Thomason
One Commerce Square, 29th Floor
40 S. Main St.
Memphis, TN 38103
Attn: Cheryl Ramage Estes

15.2 The City and GMSD shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE OF CITY TO LAND EXCHANGE AGREEMENT]

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

CITY:

CITY OF GERMANTOWN, TENNESSEE
By: Honorable Mayor Mike Palazzolo
Title: Mayor, City of Germantown

ATTEST:

By: _____

Approved as to form:

John R. McCarroll, III, City Attorney

[SIGNATURE PAGE OF GMSD TO LAND EXCHANGE AGREEMENT]

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

GMSD:

GERMANTOWN BOARD OF EDUCATION

By: _____
Rebecca Luter, Chairman

By: _____
Jason Manuel, Superintendent

[SIGNATURE PAGE OF TAYLOR TO LAND EXCHANGE AGREEMENT]

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

TAYLOR:

TAYLOR LAND INVESTORS, GP

By: _____

Title: _____

9273370

ADDENDUM A

OBLIGATIONS FOR RECONVEYANCE AND USE RESTRICTIONS ON THE SECOND PARCEL

1. The parties hereto agree that GMSD may demand reconveyance of the Second Parcel in accordance with the terms and provisions of this Section 1 in the event GMSD experiences growth above maximum capacity at the elementary and middle school grade bands on a district-wide basis, as defined by the Tennessee Department of Education and as further described in the GMSD Master Facilities Plan, as it exists from time to time. Notice of the demand for reconveyance of the Second Parcel (the "Reconveyance Notice") shall be given once GMSD has exceeded maximum capacity at an enrollment level requiring the construction of permanent, brick and mortar additions to existing facilities or new building construction on the GMSD Parcel; however, the reconveyance of the Second Parcel pursuant to this Section 1 shall not take place until Grantor shall have received all proper approvals and funding to construct facilities to address the growth described hereinabove.

2. Because of the reconveyance requirements herein, the parties further agree as follows:
 - a. Grantee herein agrees that it will not place, cause to be placed, or suffer to be placed, any easement, encroachment, encumbrance, or permanent structure on the Second Parcel.

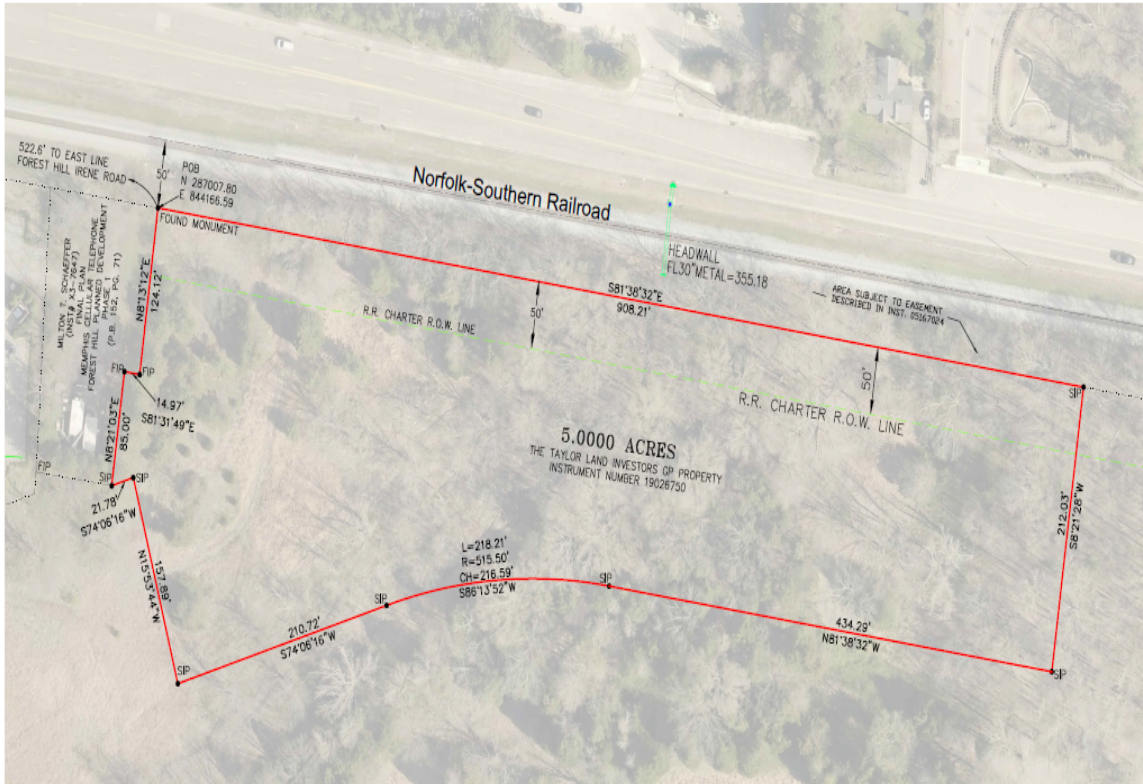
 - b. The obligations concerning reconveyance and prohibitions against restrictions on the Second Parcel, to the extent not extinguished pursuant to the terms hereof are binding upon any successor entity of Grantor or Grantee or subsequent party in interest of the Second Parcel.

EXHIBIT A

CITY PARCEL



EXHIBIT B
THIRD PARCEL



DESCRIPTION

BEING A SURVEY OF PART OF THE TAYLOR LAND INVESTORS GP PROPERTY RECORDED IN INSTRUMENT NUMBER 19026750 AT THE SHELBY COUNTY REGISTERS OFFICE AND BEING LOCATED IN GERMANTOWN, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE MONUMENT ON THE SOUTH LINE OF THE NORFOLK-SOUTHERN RAILROAD (50' FROM CENTERLINE) 522.6 FEET EAST OF THE EAST LINE OF FOREST HILL IRENE ROAD (ROW VARIES), SAID POINT HAVING TENNESSEE STATE PLANE COORDINATES OF NORTHING 287007.80 AND EASTING 844166.59;

THENCE S81°38'32"E ALONG SAID SOUTH LINE A DISTANCE OF 908.21 FEET TO A SET 1/2" IRON PIN;

THENCE S8°21'28"W A DISTANCE OF 212.03 FEET TO A SET 1/2" IRON PIN;

THENCE N81°38'32"W A DISTANCE OF 434.29 FEET TO A SET 1/2" IRON PIN AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 515.50 FEET, AN ARC LENGTH OF 218.21 FEET AND A CHORD OF 216.59 FEET (S86°13'52"W) TO A SET 1/2" IRON PIN AT THE POINT OF TANGENCY;

THENCE S74°06'16"W A DISTANCE OF 210.72 FEET TO A SET 1/2" IRON PIN;

THENCE N15°53'44"W A DISTANCE OF 157.89 FEET TO A SET 1/2" IRON PIN;

THENCE S74°06'16"W A DISTANCE OF 21.78 FEET TO A SET 1/2" IRON PIN ON THE EAST LINE OF THE FOREST HILL PLANNED DEVELOPMENT, PHASE 1, PLAT BOOK 152 PAGE 71;

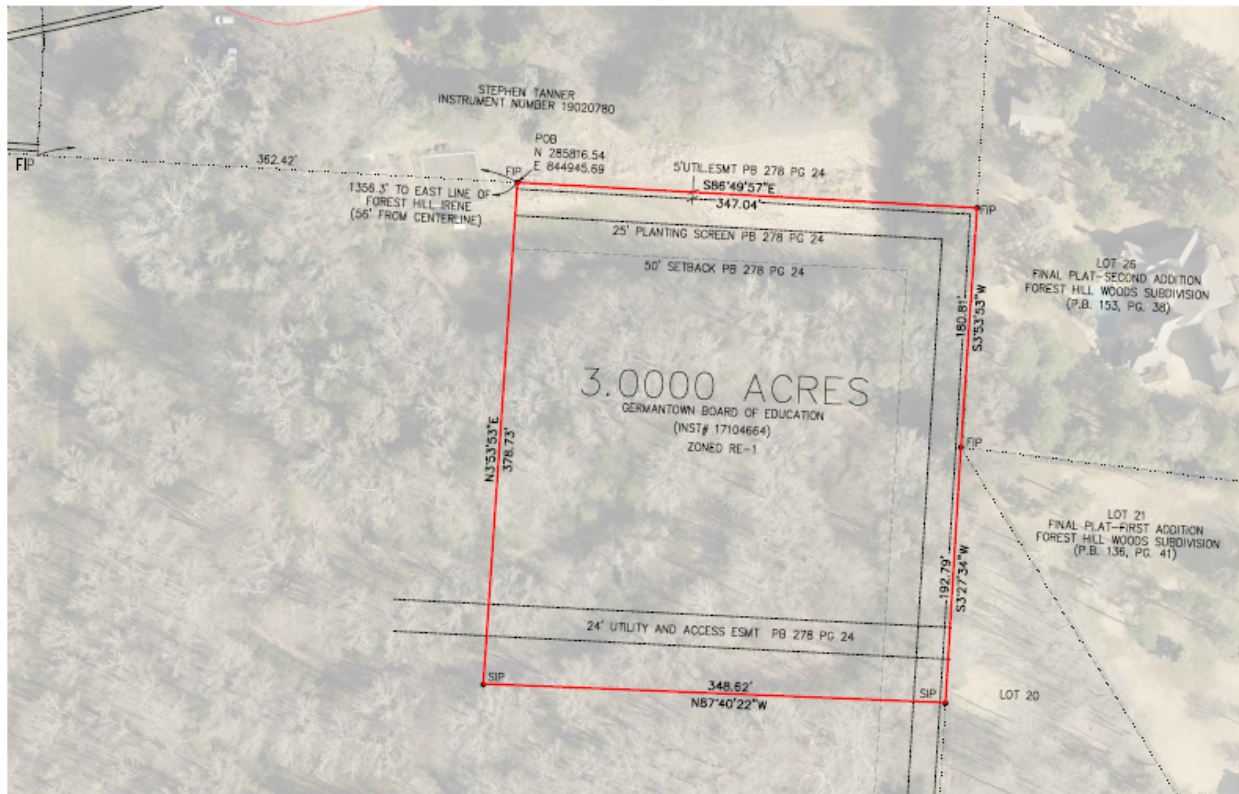
THENCE N8°21'03"E ALONG SAID EAST LINE A DISTANCE OF 85.00 FEET TO A FOUND 1/2" IRON PIN;

THENCE S81°31'49"E ALONG SAID EAST LINE A DISTANCE OF 14.97 FEET TO A FOUND 1/2" IRON PIN;

THENCE N81°31'12"E ALONG SAID EAST LINE A DISTANCE OF 124.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.0000 ACRES MORE OR LESS.

EXHIBIT C
FOURTH PARCEL



DESCRIPTION

BEING A SURVEY OF PART OF THE GERMANTOWN BOARD OF EDUCATION PROPERTY RECORDED IN INSTRUMENT NUMBER 17104664 AT THE SHELBY COUNTY REGISTERS OFFICE AND BEING LOCATED IN GERMANTOWN, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON PIN ON THE SOUTH LINE OF THE STEPHEN TANNER PROPERTY (INSTRUMENT NUMBER 19020780) 1356.3 FEET EAST OF THE EAST LINE OF FOREST HILL IRENE ROAD (56' FROM CENTERLINE AS CONSTRUCTED), SAID POINT ALSO BEING 362.42 FEET EAST OF THE SOUTHWEST CORNER OF SAID TANNER PROPERTY AND HAVING A TENNESSEE STATE PLANE COORDINATE VALUE OF NORTHING 285816.54 EASTING 844945.69;

THENCE S86°49'57"E ALONG SAID SOUTH LINE A DISTANCE OF 347.04 FEET TO A FOUND 1/2" IRON PIN ON THE WEST LINE OF LOT 26, FOREST HILL WOODS SUBDIVISION, SECOND ADDITION (PLAT BOOK 153 PAGE 38);

THENCE S3°53'53"W ALONG SAID WEST LINE A DISTANCE OF 180.81 FEET TO A FOUND 1/2" IRON PIN AT THE NORTHWEST CORNER OF LOT 21, FOREST HILL WOODS SUBDIVISION, FIRST ADDITION (PLAT BOOK 136 PAGE 41);

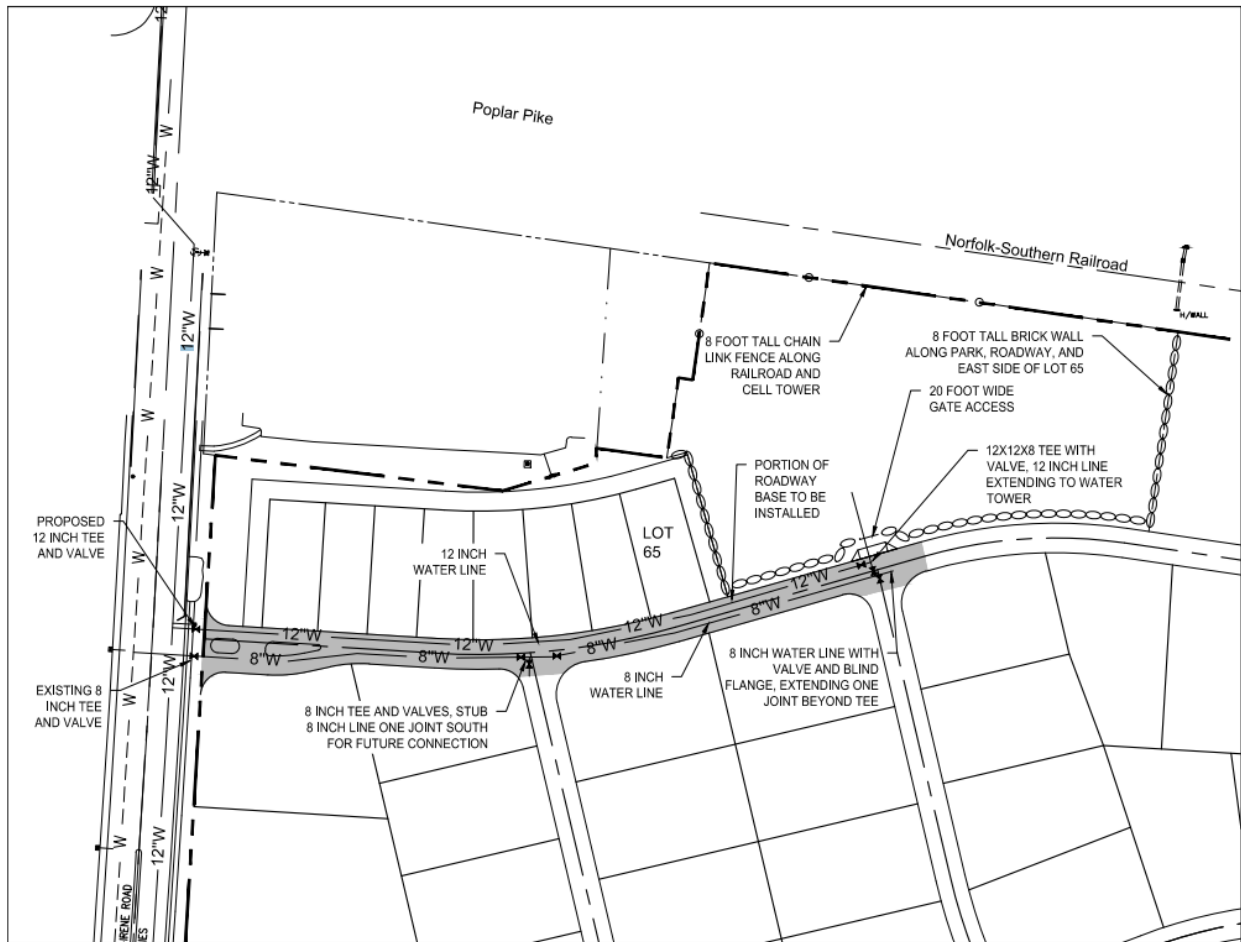
THENCE S3°27'34"W ALONG THE WEST LINE OF LOT 20 OF SAID FIRST ADDITION A DISTANCE OF 192.79 FEET TO A SET 1/2" IRON PIN;

THENCE N87°40'22"W A DISTANCE OF 348.62 FEET TO A SET 1/2" IRON PIN;

THENCE N3°53'53"E A DISTANCE OF 378.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.0000 ACRES MORE OR LESS.

EXHIBIT D
EASEMENT PARCEL



LAND USE AGREEMENT

THIS LAND USE AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2020 (the "Effective Date") by and between the GERMANTOWN BOARD OF EDUCATION ("School District" or "GMSD") and the CITY OF GERMANTOWN, TENNESSEE ("City"). All capitalized terms not otherwise defined in this Agreement shall have the same meaning as in the Land Exchange Agreement (defined below).

WITNESSETH:

WHEREAS, the Parties have entered into the Land Exchange Agreement whereby, among other obligations and undertakings, the Parties have agreed to exchange two parcels of real property, a copy of which is attached hereto as **Exhibit "A"** and is expressly incorporated herein by reference (the "Land Exchange Agreement");

WHEREAS, the Parties have completed all of the terms and conditions of the Land Exchange Agreement; and

WHEREAS, the Parties desire to enter into this Agreement pertaining to the use of property conveyed by the City to GMSD as part of the Land Exchange Agreement and defined therein as the First Parcel on the terms set forth herein.

NOW, THEREFORE, in consideration for the foregoing recitals, and the mutual covenants and promises contained herein, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

SECTION ONE: TERM AND GRANT OF LICENSE

1.1 The license and permitted use granted in this Agreement shall commence on the Effective Date and shall continue (i) for a period of ten (10) years from the date of this Agreement or (ii) until the City has acquired and built separate softball facilities elsewhere suitable for its recreation needs and purposes and has delivered to GMSD written notice that the City owns or otherwise has the right to use separate softball facilities elsewhere suitable for its recreation needs and purposes (the "Softball Fields Termination Notice"), whichever is the first to occur (the "Term").

1.2 GMSD hereby grants to the City a non-exclusive license upon certain portions of the First Parcel for the purposes described herein during the Term and under the terms and provisions of this Agreement.

SECTION TWO: USE OF THE PRIMARY SOFTBALL FIELDS

2.1 The City shall be allowed primary use of the two southernmost softball fields (which are side by side and to the immediate east of the Park Parcel) located on the First Parcel and depicted on the First Parcel Survey (the “Primary Softball Fields”).

2.2 The Superintendent or the Superintendent’s designee and the Director or the Director’s designee shall jointly establish schedules of the days and hours of use of each of the Primary Softball Fields and of the activities to be conducted. This shall be done through planning on a regular basis to facilitate the public recreational programs provided and sponsored by the City.

2.3 City activities shall have priority over GMSD activities in both the scheduling and the actual use of the Primary Softball Fields.

2.4 The City shall maintain and provide trash services to the Primary Softball Fields and be responsible for all maintenance, upkeep, repairs and lighting during the Term of this Agreement, except as set forth in Section 5.2 hereof. Water and utilities serving the softball fields shall be paid for by GMSD during the Term of this Agreement.

2.5 Upon expiration of the Term, all obligations of the City relative to the Primary Softball Fields, and all rights of the City to use the Primary Softball Fields shall terminate, following which GMSD shall have responsibility for all matters and obligations relating to the Softball Fields (defined below) undertaken by the City while the City had the right to use the Primary Softball Fields hereunder. The provisions of this Section 2.5 shall survive the Closing.

SECTION THREE: USE OF THE THIRD SOFTBALL FIELD

3.1 The City shall be allowed secondary use of the third softball field located on the First Parcel, which is north of the Primary Softball Fields (the “Third Softball Field” and, together with the Primary Softball Fields, collectively the “Softball Fields”).

3.2 The Superintendent or the Superintendent’s designee and the Director or the Director’s designee shall jointly establish schedules of the days and hours of use of the Third Softball Field and of the activities to be conducted. This shall be done through planning on a regular basis.

3.3 GMSD activities shall have priority over City activities in both the scheduling and the actual use of the Third Softball Field.

3.4 GMSD shall have the sole responsibility for maintenance, upkeep, and trash pickup on Third Softball Field. Water and utilities shall be paid for by GMSD during the Term of this Agreement.

3.5 Upon expiration of the Term, all obligations of the City relative to the Third Softball Field, and all rights of the City to use the Third Softball Field shall terminate, following which GMSD shall have responsibility for all matters undertaken by the City while the City had the right to use the Third Softball Field hereunder. The provisions of this Section 3.5 shall survive the Closing.

SECTION FOUR: USE OF THE BATTING CAGES

4.1 The City shall be granted secondary use of the batting cages on the First Parcel. GMSD shall be responsible for maintaining, repairing, and replacing the batting cages.

4.2 The Superintendent or the Superintendent’s designee and the Director or the Director’s designee shall jointly establish schedules of the days and hours of use of said batting cages. This shall be done through planning on a regular basis.

4.3 GMSD activities shall have priority over City activities in both the scheduling and the actual use of the batting cages. The City’s rights under this Section 4.3 shall terminate upon expiration of the Term.

SECTION FIVE: RECONFIGURATION OF USE AND FACILITIES

5.1 GMSD and the City agree that GMSD shall have the right, during the term of this Agreement, to reconfigure the usage of the First Parcel, subject at all times to the following conditions:

(a) Following any reconfiguration, the City will continue to enjoy primary use of the land for softball fields upon the same terms describing scheduling that are contained in Section 2.2 hereof.

(b) Following any reconfiguration performed by GMSD pursuant to this Agreement, the City will be allowed secondary use of the land for softball fields upon the same terms describing scheduling under Section 3 hereof.

(c) GMSD agrees that any reconfiguration of the use of the property encumbered by this Agreement shall be done in a manner which will not impede or interfere with the City’s use of either the Softball Fields or batting cages, during those months the City normally utilized the Softball Fields and batting cages prior to reconfiguration. Upon reconfiguration of the Softball Fields, GMSD shall meet all rules, regulations, and standards of the United States Specialty Sports Association.

5.2 Following any reconfiguration of the property encumbered by this Land Use Agreement, GMSD will be responsible for all maintenance, repairs, lighting, upkeep, trash services, water and utilities serving all of the real estate described herein.

SECTION SIX: OBLIGATIONS OF CITY

During the Term of this Agreement:

6.1 The City shall have full access to concession/restroom buildings, and related parking areas during the Term. The City will be permitted to provide the public access to these areas during daylight hours during the Term of this Agreement.

6.2 The City shall leave existing landscaping and tree buffers between the Second Parcel and any residential neighborhoods and/or properties located on the North, South, and East of the Second Parcel undisturbed and intact.

SECTION SEVEN: REMEDIES

7.1 If a Party hereto is in default of any obligation hereunder, the other Party may elect either of the following remedies, but no other remedy shall be available:

- (a) Specific performance of this Agreement against the defaulting Party, or
- (b) Termination of this Agreement.

SECTION EIGHT: MISCELLANEOUS

8.1 Failure on the part of any Party to complain of any act or failure to act by the other Party or to declare the other Party in default, regardless of how long such failure continues, shall not constitute a waiver of such Party's rights hereunder. Any extension, amendment, or waiver affecting this Agreement must be in writing and signed by all Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions contained herein, nor shall any waiver constitute a continuing waiver.

8.2 This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

8.3 Except as specified herein, this Agreement contains the entire agreement of the Parties and shall supersede any prior written or oral agreements or understandings.

8.4 Tennessee law shall govern this Agreement and any litigation, claim, hearing, or suit regarding this Agreement shall be held exclusively in Shelby County, Tennessee. The provisions of this Agreement are severable in that should any provision be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforceability of the other provisions hereof shall not be affected, but they shall remain in full force and effect.

8.5 GMSD hereby represents and warrants that is duly authorized to enter into this Agreement and to bind the GMSD to its obligations hereunder.

8.6 City hereby represents and warrants that is duly authorized to enter into this Agreement and to bind the City to obligations hereunder.

SECTION NINE: NOTICE

9.1 Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

If to the City: City Administrator
City of Germantown, Tennessee
1930 South Germantown Road
Germantown, Tennessee 38138

With a copy to: Burch, Porter & Johnson, PLLC
130 N. Court Ave.
Memphis, TN 38103
Attn: Josh Lawhead

If to GMSD: Josh Cathey, Deputy Superintendent
Germantown Municipal School District
3350 S. Forest Hill Irene Rd.
Germantown, TN 38138

With a copy to: Lewis Thomason
One Commerce Square, 29th Floor
40 S. Main St.
Memphis, TN 38103
Attn: Cheryl Ramage Estes

9.2 The City and GMSD shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE OF CITY TO LAND USE AGREEMENT]

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

CITY:

CITY OF GERMANTOWN, TENNESSEE
By: Honorable Mayor Mike Palazzolo
Title: Mayor, City of Germantown

ATTEST:

By: _____

Approved as to form:

John R. McCarroll, III, City Attorney

[SIGNATURE PAGE OF GMSD TO LAND USE AGREEMENT]

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

GMSD:

GERMANTOWN BOARD OF EDUCATION

By: _____
Rebecca Luter, Chairman

By: _____
Jason Manuel, Superintendent

QUOTE CONFIRMATION



DEAR JOHN PIERCE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LGBV701	2/12/2020	60 UNIT WITH PREMIER SUPPORT	12199001	\$150,690.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
LVO P330 I7-9700 W10P MC00116198 Mfg. Part#: 30D0S98900-MC00116198 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	60	5966901	\$1,995.00	\$119,700.00
Lenovo Premier Support with Onsite NBD - extended service agreement - 3 year Mfg. Part#: 5WS0U26646 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	60	5413459	\$32.00	\$1,920.00
Lenovo Legion K500 - keyboard - English - US - black, iron gray Mfg. Part#: GY40T26478 UNSPSC: 43211706 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	60	5573521	\$64.00	\$3,840.00
Lenovo Legion M500 RGB Gaming Mouse - mouse - USB - black, iron gray Mfg. Part#: GY50T26467 UNSPSC: 43211708 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	60	5573518	\$45.00	\$2,700.00
Lenovo Legion H500 Pro 7.1 - headset Mfg. Part#: GXD0T69864 UNSPSC: 43191609 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	60	5714153	\$65.50	\$3,930.00
Lenovo ThinkVision P27h - LED monitor - 27" Mfg. Part#: 61AFGAR1US UNSPSC: 43211902 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	60	4548820	\$310.00	\$18,600.00

PURCHASER BILLING INFO	SUBTOTAL	\$150,690.00
Billing Address: GERMANTOWN MUNICIPAL SCHOOL DISTRICT ACCOUNTS PAYABLE 3350 FOREST HILL IRENE RD GERMANTOWN, TN 38138-8613 Phone: (901) 752-7900 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$150,690.00
	DELIVER TO Please remit payments to:	

Shipping Address:
GERMANTOWN MUNICIPAL SCHOOL DISTRICT
JOHN PIERCE
3350 FOREST HILL IRENE RD
GERMANTOWN, TN 38138-8613
Phone: (901) 752-7900
Shipping Method: UPS Ground (2- 3 Day)

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Rebekah Marco

(866) 301-5740

rebmarc@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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