

GMSD Board Meeting
June 18, 2018 6:30 PM
City Council Chambers

{{Name: Agenda Item Name}} {{AgendaItemEnd}}

1. Call to Order
2. Moment of Silence
3. Pledge of Allegiance
4. Approval of Agenda
5. Recognition and Awards
6. REPORTS
 - A. TLN Update (Tennessee Legislature)
 - B. Chairman's Report
 - C. Financial Report
 - D. Superintendent's Report
7. Citizens to be heard
8. Renewal of Superintendent's Contract
9. CONSENT AGENDA
 - A. Approval of the Minutes
 - B. Annual Policy review/revision after Second reading
 - C. Approval of FY 18-19 Consolidated Funding Application
10. BOARD ACTION ITEMS
 - A. GMSD FY 2018-19 Federal, Capital, Cafeteria, Health Insurance and OPEB Budgets after Second Reading,
 - B. Apple Master Lease Agreement
 - C. Interlocal Agreement for Student Transportation Services
 - D. Aramark Contract Renewal FY 2018-19
 - E. Revision of Policy IP 4.203.1 – Honors, AP, DE, and DC Courses after second reading,
11. Announcements
12. Adjournment



Germantown Municipal School District
BALANCE SHEET
For Month Ending May 31, 2018

	School Operating	Federal Projects	Cafeteria	Capital Projects	Health Insurance	General Fixed Asset Account		
						OPEB Trust	Group	Total
ASSETS								
Cash and Cash Equivalents	\$ 1,501,134.33	\$ (450,986.67)	\$ 212,938.05	\$ 1,725,148.61	\$ 1,479,535.51	\$ 4,694.38	\$ -	\$ 4,472,464.21
Investments - LGIP	16,675,659.84	-	-	-	1,016,523.02	2,327,619.01	-	20,019,801.87
Investments - Mutual Funds	-	-	-	-	-	-	-	-
Accrued Interest	-	-	-	-	-	18.51	-	18.51
Accounts Receivable	14,795.60	499,114.52	23,148.32	-	-	-	-	537,058.44
Due from City	-	-	-	-	-	-	-	-
Due from Schools	-	-	-	-	-	-	-	-
Due from Other Funds	-	-	-	-	-	-	-	-
Prepaid Expenses	35,400.00	-	-	-	-	-	-	35,400.00
Fixed Assets:								
Land	-	-	-	-	-	-	6,340,167.16	6,340,167.16
Buildings	-	-	-	-	-	-	48,952,774.78	48,952,774.78
Improvements	-	-	-	-	-	-	3,010,943.20	3,010,943.20
Equipment	-	-	-	-	-	-	3,693,051.00	3,693,051.00
Construction-in-Progress	-	-	-	-	-	-	12,863,745.52	12,863,745.52
Accumulated Depreciation	-	-	-	-	-	-	(3,383,021.00)	(3,383,021.00)
ASSETS TOTAL	18,226,989.77	48,127.85	236,086.37	1,725,148.61	2,496,058.53	2,332,331.90	71,477,660.66	96,542,403.69
LIABILITIES								
Accounts Payable	115,256.25	48,127.85	110,000.00	-	-	-	-	273,384.10
Accrued Expenses	21,618.61	-	-	-	496,373.00	-	-	517,991.61
Due to the City of Germantown	292,875.18	-	-	-	-	-	-	292,875.18
Due to Other Funds	-	-	-	-	-	-	-	-
Unearned Revenue	-	-	38,997.07	-	-	-	-	38,997.07
LIABILITIES TOTAL	429,750.04	48,127.85	148,997.07	-	496,373.00	-	-	1,123,247.96
FUND BALANCE								
Change in Fund Balance	4,655,027.03	-	87,089.30	186,127.34	328,459.32	683,482.25	16,713,937.66	22,654,122.90
Beginning Fund Balance	13,142,212.70	-	-	1,539,021.27	1,671,226.21	1,648,849.65	54,763,723.00	72,765,032.83
Ending Fund Balance	17,797,239.73	-	87,089.30	1,725,148.61	1,999,685.53	2,332,331.90	71,477,660.66	95,419,155.73
LIABILITIES AND FUND BAL TOTAL	\$ 18,226,989.77	\$ 48,127.85	\$ 236,086.37	\$ 1,725,148.61	\$ 2,496,058.53	\$ 2,332,331.90	\$ 71,477,660.66	\$ 96,542,403.69



Germantown Municipal School District
REVENUE and EXPENSE REPORT - SCHOOL OPERATING FUND
 For Month Ending May 31, 2018

	Month	FYTD	BUDGET	VARIANCE	EXPENDED
REVENUES					
BEP Revenue	\$ -	\$ 24,151,900.00	\$ 26,749,908.00	(2,598,008.00)	90.29%
Shelby County:					
Property Taxes	172,465.90	16,408,439.30	16,037,415.00	371,024.30	102.31%
Sales Tax	511,761.81	5,012,019.75	6,200,000.00	(1,187,980.25)	80.84%
Wheel Tax	-	579,010.49	1,369,405.00	(790,394.51)	42.28%
City of Germantown:					
Maintenance of Effort	206,226.72	2,062,267.20	2,474,386.00	(412,118.80)	83.34%
PEG Funding	-	89,125.50	184,000.00	(94,874.50)	48.44%
Mixed Drink Tax	30,276.45	122,923.14	96,000.00	26,923.14	128.04%
Other Local Revenue	26,803.14	323,147.65	101,000.00	222,147.65	319.95%
Tuition	-	34,450.00	43,079.00	(8,629.00)	79.97%
Other State Revenue	33,529.40	336,031.26	437,433.00	(101,401.74)	76.82%
Transfers - Indirect Costs	-	-	40,000.00	(40,000.00)	0.00%
Reserves	-	-	2,351,727.00	(2,351,727.00)	0.00%
REVENUES TOTAL	\$ 981,063.42	\$ 49,119,314.29	\$ 56,084,353.00	\$ (6,965,038.71)	87.58%
EXPENDITURES					
Regular Instruction					
Salaries & Wages	\$ 1,639,096.25	\$ 15,232,552.78	\$ 18,899,500.00	\$ (3,666,947.22)	80.60%
Benefits	441,112.77	4,103,706.95	4,909,243.00	(805,536.05)	83.59%
Maint & Rep - Equipment	-	8,052.96	16,000.00	(7,947.04)	50.33%
Travel	56.55	261.60	3,000.00	(2,738.40)	8.72%
Other Contract Svcs	31,612.44	585,216.33	590,000.00	(4,783.67)	99.19%
Inst. Supplies	91,434.45	325,483.75	827,939.00	(502,455.25)	39.31%
Textbooks	-	15,117.99	500,000.00	(484,882.01)	3.02%
Other Supplies	20,785.40	177,266.78	183,000.00	(5,733.22)	96.87%
Inservice/Staff Dev.	-	1,259.62	3,500.00	(2,240.38)	35.99%



Germantown Municipal School District
REVENUE and EXPENSE REPORT - SCHOOL OPERATING FUND
 For Month Ending May 31, 2018

	<u>Month</u>	<u>FYTD</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>EXPENDED</u>
Other Charges	6,214.80	31,757.33	114,411.00	(82,653.67)	27.76%
Equipment	182,674.17	1,358,675.47	2,079,733.00	(721,057.53)	65.33%
Total Regular Instruction	\$ 2,412,986.83	\$ 21,839,351.56	\$ 28,126,326.00	\$ (6,286,974.44)	77.65%
Alternative Education					
Salaries & Wages	\$ 20,614.27	\$ 168,118.72	\$ 202,670.00	\$ (34,551.28)	82.95%
Benefits	4,767.30	40,704.04	57,194.00	(16,489.96)	71.17%
Contract w/Priv. Agencies	-	3,969.00	10,000.00	(6,031.00)	39.69%
Inst. Supplies	-	-	-	-	0.00%
Equipment	-	1,181.57	1,666.00	(484.43)	70.92%
Total Alternative Education	\$ 25,381.57	\$ 213,973.33	\$ 271,530.00	\$ (57,556.67)	78.80%
Special Education					
Salaries & Wages	\$ 243,826.70	\$ 2,239,944.36	\$ 2,711,307.00	\$ (471,362.64)	82.61%
Benefits	69,746.59	640,312.53	785,344.00	(145,031.47)	81.53%
Contracts w/Other Agencies	-	-	-	-	#DIV/0!
Contract w/Priv. Agencies	10,080.00	45,080.00	50,000.00	(4,920.00)	90.16%
Other Contract Svcs	42.94	19,651.72	22,000.00	(2,348.28)	89.33%
Inst. Supplies	-	30,008.62	31,500.00	(1,491.38)	95.27%
Equipment	-	16,981.48	17,000.00	(18.52)	99.89%
Total Special Education	\$ 323,696.23	\$ 2,991,978.71	\$ 3,617,151.00	\$ (625,172.29)	82.72%



Germantown Municipal School District
REVENUE and EXPENSE REPORT - SCHOOL OPERATING FUND
 For Month Ending May 31, 2018

	Month	FYTD	BUDGET	VARIANCE	EXPENDED
Career & Technical Education					
Salaries & Wages	\$ 57,365.49	\$ 544,778.55	\$ 685,603.00	\$ (140,824.45)	79.46%
Benefits	17,201.73	169,800.32	219,734.00	(49,933.68)	77.28%
Maintenance & Repairs	-	-	3,000.00	(3,000.00)	0.00%
Inst. Supplies	-	11,750.00	20,000.00	(8,250.00)	58.75%
Equipment	-	121,388.54	146,840.00	(25,451.46)	82.67%
Total Career & Technical Education	\$ 74,567.22	\$ 847,717.41	\$ 1,075,177.00	\$ (227,459.59)	78.84%
Attendance & Planning					
Salaries & Wages	\$ 25,286.24	\$ 274,293.10	\$ 315,281.00	\$ (40,987.90)	87.00%
Benefits	6,614.56	68,556.50	78,764.00	(10,207.50)	87.04%
Other Contract Svcs.	-	-	-	-	0.00%
Other Supplies	-	1,463.00	2,000.00	(537.00)	73.15%
Inservice/Staff Dev.	536.22	9,492.66	9,500.00	(7.34)	99.92%
Other Charges	-	3,930.21	6,000.00	(2,069.79)	65.50%
Total Attendance & Planning	\$ 32,437.02	\$ 357,735.47	\$ 411,545.00	\$ (53,809.53)	86.92%
Health Services					
Salaries & Wages	\$ 29,146.30	\$ 258,855.41	\$ 292,907.00	\$ (34,051.59)	88.37%
Benefits	7,238.26	65,629.72	84,109.00	(18,479.28)	78.03%
Travel	374.29	5,999.71	7,000.00	(1,000.29)	85.71%
Other Contract Svcs.	-	1,085.00	1,500.00	(415.00)	72.33%
Other Supplies	-	8,256.76	10,574.00	(2,317.24)	78.09%
Inservice/Staff Dev.	-	-	1,700.00	(1,700.00)	0.00%
Other Charges	1,703.36	3,850.93	5,300.00	(1,449.07)	72.66%
Equipment	(500.00)	621.69	1,500.00	(878.31)	41.45%
Total Health Services	\$ 37,962.21	\$ 344,299.22	\$ 404,590.00	\$ (60,290.78)	85.10%



Germantown Municipal School District
REVENUE and EXPENSE REPORT - SCHOOL OPERATING FUND
 For Month Ending May 31, 2018

	<u>Month</u>	<u>FYTD</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>EXPENDED</u>
Other Student Support					
Salaries & Wages	\$ 75,602.84	\$ 727,104.24	\$ 872,709.00	\$ (145,604.76)	83.32%
Benefits	18,725.05	177,106.29	224,990.00	(47,883.71)	78.72%
Other Supplies	-	3,092.61	5,000.00	(1,907.39)	61.85%
Inservice/Staff Dev.	4,535.48	14,693.24	18,000.00	(3,306.76)	81.63%
Total Other Student Support	\$ 98,863.37	\$ 921,996.38	\$ 1,120,699.00	\$ (198,702.62)	82.27%
Reg. Instruction Support					
Salaries & Wages	\$ 96,031.03	\$ 1,033,631.58	\$ 1,324,619.00	\$ (290,987.42)	78.03%
Benefits	25,298.85	256,881.94	333,028.00	(76,146.06)	77.14%
Consultants	-	-	10,000.00	(10,000.00)	0.00%
Travel	-	-	1,000.00	(1,000.00)	0.00%
Library Books/Media	-	31,000.00	31,000.00	-	100.00%
Other Supplies	184.99	1,690.82	3,000.00	(1,309.18)	56.36%
Inservice/Staff Dev.	2,933.21	21,045.54	37,871.00	(16,825.46)	55.57%
Equipment	4,529.08	4,529.08	24,935.00	(20,405.92)	18.16%
Total Reg. Instruction Support	\$ 128,977.16	\$ 1,348,778.96	\$ 1,765,453.00	\$ (416,674.04)	76.40%
Alternative Educ Support					
Salaries & Wages	\$ -	\$ -	\$ 5,000.00	\$ (5,000.00)	0.00%
Benefits	-	-	905.00	(905.00)	0.00%
Inservice/Staff Dev.	-	1,301.43	2,500.00	(1,198.57)	52.06%
Total Alternative Educ Support	\$ -	\$ 1,301.43	\$ 8,405.00	\$ (7,103.57)	15.48%



Germantown Municipal School District
REVENUE and EXPENSE REPORT - SCHOOL OPERATING FUND
 For Month Ending May 31, 2018

	Month	FYTD	BUDGET	VARIANCE	EXPENDED
SPED Support					
Salaries & Wages	\$ 75,303.72	\$ 731,665.34	\$ 883,221.00	\$ (151,555.66)	82.84%
Benefits	18,553.48	180,152.94	228,380.00	(48,227.06)	78.88%
Travel	228.51	2,017.78	3,500.00	(1,482.22)	57.65%
Other Contract Svcs	149.38	14,961.37	15,000.00	(38.63)	99.74%
Other Supplies	1,398.94	14,589.11	15,000.00	(410.89)	97.26%
Inservice/Staff Dev.	(3,849.00)	8,139.17	12,000.00	(3,860.83)	67.83%
Total SPED Support	\$ 91,785.03	\$ 951,525.71	\$ 1,157,101.00	\$ (205,575.29)	82.23%
Career and Technical Support					
Consultants	\$ 2,129.00	\$ 23,419.00	\$ 25,549.00	\$ (2,130.00)	91.66%
Total Vocational Support	\$ 2,129.00	\$ 23,419.00	\$ 25,549.00	\$ (2,130.00)	91.66%
Board of Education					
Salaries & Wages	\$ -	\$ 21,500.00	\$ 21,500.00	\$ -	100.00%
Benefits	-	3,024.15	11,645.00	(8,620.85)	25.97%
OPEB	3,268.59	769,863.44	830,000.00	(60,136.56)	92.75%
Audit Services	-	29,500.00	38,000.00	(8,500.00)	77.63%
Dues & Memberships	-	14,723.00	15,000.00	(277.00)	98.15%
Legal Services	6,171.64	32,630.75	50,000.00	(17,369.25)	65.26%
Other Supplies	-	90.00	500.00	(410.00)	18.00%
Judgments	-	175,000.00	175,000.00	-	100.00%
Liability Insurance	-	78,879.23	90,000.00	(11,120.77)	87.64%
Surety Bond Premium	-	300.00	300.00	-	100.00%
Trustee Commissions	8,369.47	376,977.99	410,136.00	(33,158.01)	91.92%
Workers' Compensation	721.77	94,668.20	150,000.00	(55,331.80)	63.11%
Inservice/Staff Dev.	742.70	11,790.49	20,000.00	(8,209.51)	58.95%
Total Board of Education	\$ 19,274.17	\$ 1,608,947.25	\$ 1,812,081.00	\$ (203,133.75)	88.79%



Germantown Municipal School District
REVENUE and EXPENSE REPORT - SCHOOL OPERATING FUND
 For Month Ending May 31, 2018

	<u>Month</u>	<u>FYTD</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>EXPENDED</u>
Superintendent					
Salaries & Wages	\$ 20,933.32	\$ 224,150.32	\$ 243,570.00	\$ (19,419.68)	92.03%
Benefits	6,105.77	61,021.09	69,497.00	(8,475.91)	87.80%
Dues & Memberships	-	3,146.50	5,000.00	(1,853.50)	62.93%
Operating Lease	-	155,448.00	155,448.00	-	100.00%
Postal Charges	-	6,477.73	8,000.00	(1,522.27)	80.97%
Travel	-	788.73	5,000.00	(4,211.27)	15.77%
Other Contracted Svcs.	7,200.00	7,200.00	10,800.00	(3,600.00)	66.67%
Office Supplies	1,169.10	(5,665.18)	4,200.00	(9,865.18)	-134.89%
Inservice/Staff Dev.	510.50	8,720.30	15,000.00	(6,279.70)	58.14%
Other Charges	-	-	500.00	(500.00)	0.00%
Total Superintendent	\$ 35,918.69	\$ 461,287.49	\$ 517,015.00	\$ (55,727.51)	89.22%
Office of the Principal					
Salaries & Wages	\$ 214,364.92	\$ 2,134,989.34	\$ 2,375,225.00	\$ (240,235.66)	89.89%
Benefits	55,612.39	547,351.91	632,495.00	(85,143.09)	86.54%
Other Contract Svcs.	-	24,000.00	24,000.00	-	100.00%
Other Supplies	-	147,000.00	147,000.00	-	100.00%
Inservice/Staff Dev.	190.90	2,953.95	17,600.00	(14,646.05)	16.78%
Other Charges	-	13,000.00	13,000.00	-	100.00%
Total Office of the Principal	\$ 270,168.21	\$ 2,869,295.20	\$ 3,209,320.00	\$ (340,024.80)	89.41%



Germantown Municipal School District
REVENUE and EXPENSE REPORT - SCHOOL OPERATING FUND
 For Month Ending May 31, 2018

	<u>Month</u>	<u>FYTD</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>EXPENDED</u>
Fiscal Services					
Salaries & Wages	\$ 27,800.40	\$ 274,343.96	\$ 307,557.00	\$ (33,213.04)	89.20%
Benefits	8,915.18	75,337.36	94,728.00	(19,390.64)	79.53%
Dues & Memberships	219.00	219.00	706.00	(487.00)	31.02%
Travel	47.61	433.73	500.00	(66.27)	86.75%
Other Contract Svcs.	-	2,336.00	5,000.00	(2,664.00)	46.72%
Office Supplies	218.54	3,293.30	3,750.00	(456.70)	87.82%
Software	-	77,111.26	102,750.00	(25,638.74)	75.05%
Inservice/Staff Dev.	85.00	5,541.88	7,600.00	(2,058.12)	72.92%
Other Charges	1,312.25	5,230.35	5,250.00	(19.65)	99.63%
Other Equipment	-	2,428.20	2,500.00	(71.80)	97.13%
Total Fiscal Services	\$ 38,597.98	\$ 446,275.04	\$ 530,341.00	\$ (84,065.96)	84.15%
Human Resources					
Salaries & Wages	\$ 18,055.14	\$ 201,321.59	\$ 223,049.00	\$ (21,727.41)	90.26%
Benefits	4,897.62	52,399.83	65,336.00	(12,936.17)	80.20%
Travel	-	156.83	1,500.00	(1,343.17)	10.46%
Other Contract Svcs.	446.25	13,412.50	16,150.00	(2,737.50)	83.05%
Other Supplies	-	1,592.55	3,600.00	(2,007.45)	44.24%
Inservice/Staff Dev.	1,002.15	12,648.07	24,545.00	(11,896.93)	51.53%
Total Human Resources	\$ 24,401.16	\$ 281,531.37	\$ 334,180.00	\$ (52,648.63)	84.25%



Germantown Municipal School District
REVENUE and EXPENSE REPORT - SCHOOL OPERATING FUND
 For Month Ending May 31, 2018

	<u>Month</u>	<u>FYTD</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>EXPENDED</u>
Operation of Plant					
Salaries & Wages	\$ 26,856.08	\$ 237,728.20	\$ 258,648.00	\$ (20,919.80)	91.91%
Benefits	8,071.97	75,413.90	82,957.00	(7,543.10)	90.91%
Janitorial Services	54,343.00	540,995.66	680,000.00	(139,004.34)	79.56%
Other Contract Svcs.	12,674.00	120,397.51	132,300.00	(11,902.49)	91.00%
Utilities	60,650.75	771,503.98	915,000.00	(143,496.02)	84.32%
Property Insurance	-	171,441.30	179,000.00	(7,558.70)	95.78%
Other Charges	1,070.00	25,169.53	34,000.00	(8,830.47)	74.03%
Total Operation of Plant	\$ 163,665.80	\$ 1,942,650.08	\$ 2,281,905.00	\$ (339,254.92)	85.13%
Maintenance of Plant					
Salaries & Wages	\$ 25,671.70	\$ 284,608.70	\$ 311,397.00	\$ (26,788.30)	91.40%
Benefits	8,075.40	82,928.39	92,685.00	(9,756.61)	89.47%
Dues & Memberships	-	-	3,000.00	(3,000.00)	0.00%
Maintenance & Repairs	67,852.11	604,953.16	809,730.00	(204,776.84)	74.71%
Travel	-	2,243.78	5,000.00	(2,756.22)	44.88%
Other Contract Svcs.	-	6,090.75	7,000.00	(909.25)	87.01%
Office Supplies	175.12	251.91	1,000.00	(748.09)	25.19%
Inservice/Staff Dev.	-	350.00	8,844.00	(8,494.00)	3.96%
Total Maintenance of Plant	\$ 101,774.33	\$ 981,426.69	\$ 1,238,656.00	\$ (257,229.31)	79.23%
Transportation					
Contracts w/Other Schools	\$ 4,718.74	\$ 47,187.40	\$ 62,000.00	\$ (14,812.60)	76.11%
Contracts w/Private Agencies	144,457.95	1,134,364.29	1,450,000.00	(315,635.71)	78.23%
Diesel	18,413.24	128,988.58	150,000.00	(21,011.42)	85.99%
Total Transportation	\$ 167,589.93	\$ 1,310,540.27	\$ 1,662,000.00	\$ (351,459.73)	78.85%



Germantown Municipal School District
REVENUE and EXPENSE REPORT - SCHOOL OPERATING FUND
 For Month Ending May 31, 2018

	<u>Month</u>	<u>FYTD</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>EXPENDED</u>
Special Services					
Salaries & Wages	\$ 15,920.84	\$ 171,129.24	\$ 186,550.00	\$ (15,420.76)	91.73%
Benefits	3,787.31	39,325.61	43,716.00	(4,390.39)	89.96%
Travel	-	44.00	1,500.00	(1,456.00)	2.93%
Other Contract Svcs.	857.63	13,742.46	22,400.00	(8,657.54)	61.35%
Office Supplies	-	583.05	1,500.00	(916.95)	38.87%
Inservice/Staff Dev.	254.00	3,179.00	4,200.00	(1,021.00)	75.69%
Total Special Services	\$ 20,819.78	\$ 228,003.36	\$ 259,866.00	\$ (31,862.64)	87.74%
Technology					
Salaries & Wages	\$ 64,460.93	\$ 637,551.76	\$ 735,821.00	\$ (98,269.24)	86.64%
Benefits	18,685.42	181,633.01	211,432.00	(29,798.99)	85.91%
Communications	5,578.92	56,604.21	74,400.00	(17,795.79)	76.08%
Consultants	-	3,000.00	4,707.90	(1,707.90)	63.72%
Maintenance & Repairs	3,352.75	155,678.15	164,957.50	(9,279.35)	94.37%
Internet Connectivity	26,842.40	149,346.55	162,767.75	(13,421.20)	91.75%
Travel	59.74	626.56	1,200.00	(573.44)	52.21%
Office Supplies	-	239.31	500.00	(260.69)	47.86%
Cabling	573.32	34,999.97	35,000.00	(0.03)	100.00%
Software	41,690.34	231,891.12	245,676.00	(13,784.88)	94.39%
Other Supplies	18,586.13	41,046.52	46,075.85	(5,029.33)	89.08%
Inservice/Staff Dev.	716.03	12,666.63	16,455.00	(3,788.37)	76.98%
Other Charges	89.00	47,191.10	49,960.00	(2,768.90)	94.46%
Loan Principal Payment	-	-	289,975.00	(289,975.00)	0.00%
Loan Interest Payment	5,828.51	5,828.51	5,829.00	(0.49)	99.99%
Equipment	1,259.91	125,005.33	129,600.00	(4,594.67)	96.45%
Total Technology	\$ 187,723.40	\$ 1,683,308.73	\$ 2,174,357.00	\$ (491,048.27)	77.42%



Germantown Municipal School District
REVENUE and EXPENSE REPORT - SCHOOL OPERATING FUND
 For Month Ending May 31, 2018

	<u>Month</u>	<u>FYTD</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>EXPENDED</u>
Safety					
Maintenance & Repairs	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	100.00%
Office Supplies	80.07	249.00	250.00	(1.00)	99.60%
Other Supplies & Materials	183.87	462.57	500.00	(37.43)	92.51%
Inservice/Staff Dev.	-	1,125.88	5,000.00	(3,874.12)	22.52%
Other Charges	-	2,550.00	4,500.00	(1,950.00)	56.67%
Other Equipment	3,865.65	3,865.65	7,500.00	(3,634.35)	51.54%
Total Safety	\$ 7,129.59	\$ 11,253.10	\$ 20,750.00	\$ (9,496.90)	54.23%
Capital Outlay					
Architects	\$ 3,200.00	\$ 449,655.11	\$ 485,072.00	\$ (35,416.89)	92.70%
Engineering Services	-	-	10,000.00	(10,000.00)	0.00%
Transfer to City of Gtown	142,033.33	219,066.66	219,067.00	(0.34)	100.00%
Building Construction	2,883.40	1,326,986.71	1,397,091.00	(70,104.29)	94.98%
Building Improvements	-	342,296.35	448,639.00	(106,342.65)	76.30%
Land	-	59,989.00	59,989.00	-	100.00%
Site Development	-	-	-	-	0.00%
Other Capital Outlay	29,890.00	399,697.67	1,325,632.00	(925,934.33)	30.15%
Total Capital Outlay	\$ 178,006.73	\$ 2,797,691.50	\$ 3,945,490.00	\$ (1,147,798.50)	70.91%
Transfers to Cafeteria Fund	\$ -	\$ -	\$ 114,866.00	\$ (114,866.00)	0.00%
Total Expenditures	\$ 4,443,855.41	\$ 44,464,287.26	\$ 56,084,353.00	\$ (11,620,065.74)	79.28%
TOTAL FUND BALANCE	\$ (3,462,791.99)	\$ 4,655,027.03	\$ -		



Germantown Municipal School District
REVENUE and EXPENSE REPORT - FEDERAL PROJECTS
 For Month Ending May 31, 2018

	Month	YTD	BUDGET	EXPENDED
REVENUES				
Consolidated Admin - Title Pgms	\$ 17,602.38	\$ 156,044.58	\$ 333,336.00	46.81%
Title I	308,908.21	1,183,415.76	1,986,527.00	59.57%
Title II	13,015.14	84,476.21	137,983.00	61.22%
Title III	-	6,960.72	12,846.00	54.19%
Title IV	892.81	56,033.53	58,467.00	95.84%
IDEA B	147,495.30	1,032,275.04	1,339,822.00	77.05%
IDEA Discretionary Grant	2,800.00	4,395.87	4,396.00	100.00%
IDEA Preschool	6,070.68	10,966.73	12,742.00	86.07%
IDEA Preschool Discretionary Grant	2,330.00	43,808.46	44,000.00	99.56%
Carl Perkins	-	-	39,000.00	0.00%
REVENUES TOTAL	\$ 499,114.52	\$ 2,578,376.90	\$ 3,969,119.00	64.96%
EXPENDITURES				
Title - Cons Admin				
Salaries & Wages	\$ 14,010.74	\$ 116,752.18	\$ 209,343.00	55.77%
Benefits	3,591.64	29,862.90	65,675.00	45.47%
Travel - mileage	-	-	2,000.00	0.00%
Other Supplies & Materials	-	1,470.39	7,000.00	21.01%
Inservice/Staff Dev.	-	3,843.11	15,000.00	25.62%
Indirect Costs	-	-	24,198.00	0.00%
Other Equipment	-	4,116.00	10,120.00	40.67%
Total Title - Cons Admin	\$ 17,602.38	\$ 156,044.58	\$ 333,336.00	46.81%



Germantown Municipal School District
REVENUE and EXPENSE REPORT - FEDERAL PROJECTS
 For Month Ending May 31, 2018

	Month	YTD	BUDGET	EXPENDED
Title I				
Salaries & Wages	\$ 22,350.94	\$ 125,681.29	\$ 388,572.00	32.34%
Benefits	4,175.52	25,363.81	111,647.00	22.72%
Travel - mileage	-	-	2,000.00	0.00%
Other Contract Svcs	-	34,901.25	36,110.00	96.65%
Inst. Supplies	41,391.89	179,017.47	249,050.00	71.88%
Other Supplies & Materials	-	-	400.00	0.00%
Indirect costs	-	-	70,000.00	0.00%
Inservice/Staff Dev.	18,014.62	115,748.15	310,704.00	37.25%
Other Charges	2,119.53	3,448.74	25,000.00	13.79%
Regular Instruction Equipment	220,855.71	698,877.05	782,044.00	89.37%
Other Equipment	-	378.00	11,000.00	3.44%
Total Title I	\$ 308,908.21	\$ 1,183,415.76	\$ 1,986,527.00	59.57%
Title II				
Salaries & Wages	\$ 7,629.60	\$ 57,565.91	\$ 91,555.00	62.88%
Benefits	2,382.94	17,459.90	27,065.00	64.51%
Other Contract Svcs.	-	3,500.00	4,000.00	87.50%
Other Supplies & Materials	-	-	1,500.00	0.00%
Inservice/Staff Dev.	3,002.60	5,950.40	13,863.00	42.92%
Total Title II	\$ 13,015.14	\$ 84,476.21	\$ 137,983.00	61.22%
Title III				
Instructional Supplies & Materials	\$ -	\$ 5,315.37	\$ 8,064.00	65.91%
Indirect costs	-	-	100.00	0.00%
Inservice/Staff Dev.	-	1,645.35	4,682.00	35.14%
Total Title III	\$ -	\$ 6,960.72	\$ 12,846.00	54.19%



Germantown Municipal School District
REVENUE and EXPENSE REPORT - FEDERAL PROJECTS
 For Month Ending May 31, 2018

	<u>Month</u>	<u>YTD</u>	<u>BUDGET</u>	<u>EXPENDED</u>
Title IV				
Other Contract Svcs.	\$ -	\$ -	\$ 1,250.00	0.00%
Instructional Supplies & Materials	575.96	39,763.62	40,344.00	98.56%
Inservice/Staff Dev.	316.85	8,673.00	8,673.00	100.00%
Regular Instruction Equipment	-	7,596.91	8,200.00	92.65%
Total Title IV	\$ 892.81	\$ 56,033.53	\$ 58,467.00	95.84%
Carl Perkins				
Instr. Supplies	\$ -	\$ -	\$ 39,000.00	0.00%
Total Carl Perkins	\$ -	\$ -	\$ 39,000.00	0.00%
IDEA B				
Salaries & Wages	\$ 71,919.50	\$ 630,055.76	\$ 747,602.00	84.28%
Benefits	21,417.85	188,915.55	225,525.00	83.77%
Contracts W/Private Agencies	4,416.38	8,980.87	30,000.00	29.94%
Travel	85.62	155.40	500.00	31.08%
Other Contract Svcs.	8,098.93	60,767.52	101,000.00	60.17%
Fuel	-	-	1,000.00	0.00%
Instr. Supplies	4,356.15	40,702.60	60,000.00	67.84%
Other Supplies	-	6,001.41	10,752.00	55.82%
Indirect costs	-	-	45,007.00	0.00%
Vehicle Insurance	-	-	2,500.00	0.00%
Inservice/Staff Dev.	4,715.09	45,309.20	55,936.00	81.00%
Special Education Equipment	2,748.78	21,649.73	30,000.00	72.17%
Transportation Equipment	29,737.00	29,737.00	30,000.00	99.12%
Total IDEA B	\$ 147,495.30	\$ 1,032,275.04	\$ 1,339,822.00	77.05%



Germantown Municipal School District
REVENUE and EXPENSE REPORT - FEDERAL PROJECTS
 For Month Ending May 31, 2018

	<u>Month</u>	<u>YTD</u>	<u>BUDGET</u>	<u>EXPENDED</u>
IDEA Discretionary				
Other Supplies	\$ -	\$ 1,595.87	\$ 1,596.00	99.99%
Inservice/Staff Dev.	2,800.00	2,800.00	2,800.00	100.00%
Total IDEA Discretionary	\$ 2,800.00	\$ 4,395.87	\$ 4,396.00	100.00%
IDEA Preschool				
Other Contracted Services	\$ -	\$ 1,067.00	\$ 1,067.00	100.00%
Instr. Supplies	3,915.73	5,991.40	7,121.00	84.14%
Other Supplies	1,200.13	1,690.03	1,971.00	85.74%
Indirect Costs	-	-	325.00	0.00%
Inservice/Staff Dev.	-	524.00	525.00	99.81%
Equipment	954.82	1,694.30	1,733.00	97.77%
Total IDEA Preschool	\$ 6,070.68	\$ 10,966.73	\$ 12,742.00	86.07%
IDEA Preschool Discretionary				
Other Supplies	\$ -	\$ 35,810.65	\$ 36,000.00	99.47%
Inservice/Staff Dev.	2,330.00	7,997.81	8,000.00	99.97%
Total IDEA Discretionary	\$ 2,330.00	\$ 43,808.46	\$ 44,000.00	99.56%
Total Expenditures	\$ 499,114.52	\$ 2,578,376.90	\$ 3,969,119.00	64.96%
TOTAL FUND BALANCE	\$ -	\$ -	\$ -	



Germantown Municipal School District
REVENUE and EXPENSE REPORT - HEALTH INSURANCE FUND
 For Month Ending May 31, 2018

	Month	YTD	BUDGET	EXPENDED
REVENUES				
Employee Contributions	\$ 157,078.91	\$ 1,485,224.95	\$ 1,506,020.00	98.62%
Employer Contributions	293,058.30	2,758,295.96	2,813,779.00	98.03%
COBRA payments	528.97	7,885.84	-	
Other Income	-	9,674.00	3,000.00	322.47%
Interest Income	1,378.59	10,844.25		0.00%
REVENUES TOTAL	\$ 452,044.77	\$ 4,271,925.00	\$ 4,322,799.00	98.82%
EXPENDITURES				
Medical Claims	\$ 155,930.14	\$ 3,342,121.97	\$ 3,580,799.00	93.33%
Stop-Loss Premiums	39,632.37	439,137.56	562,000.00	78.14%
Administrative Expenses	17,141.48	162,206.15	180,000.00	90.11%
EXPENDITURES TOTAL	\$ 212,703.99	\$ 3,943,465.68	\$ 4,322,799.00	91.22%
FUND BALANCE	\$ 239,340.78	\$ 328,459.32	\$ -	

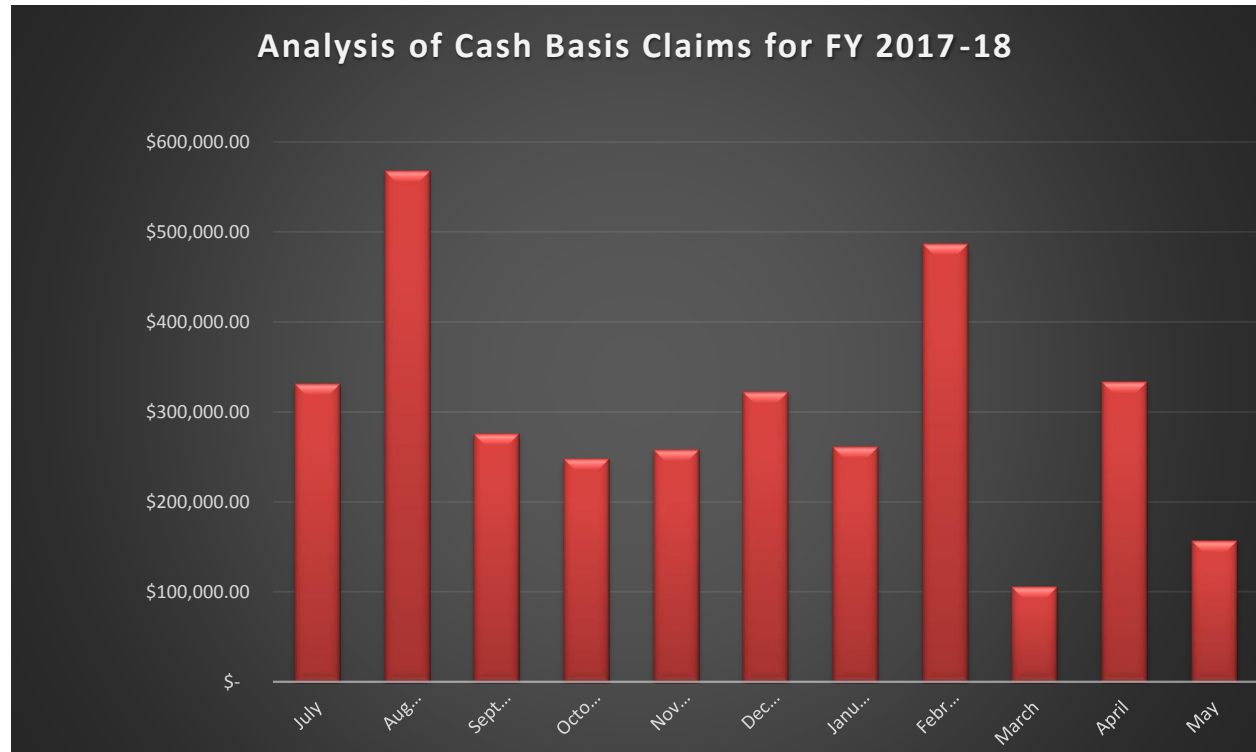
Cash Basis Claims

July	\$ 331,281.60	
August	568,025.31	
September	275,631.26	
October	247,371.05	
November	257,114.84	
December	321,774.57	
January	260,633.04	
February	486,035.02	
March	105,002.79	IBNR adjusted
April	333,322.35	
May	155,930.14	OPEB Trust reimbursement subtracted
Y-T-D	\$ 3,342,121.97	

Monthly Average Budgeted **\$ 298,399.92**



Germantown Municipal School District
REVENUE and EXPENSE REPORT - HEALTH INSURANCE FUND
For Month Ending May 31, 2018





Germantown Municipal School District
REVENUES and EXPENSE REPORT - CAPITAL PROJECTS FUND
 For Month Ending May 31, 2018

	<u>Month</u>	<u>YTD</u>	<u>BUDGET</u>	<u>EXPENDED</u>
REVENUES				
County Commission	\$ -	\$ 939,765.00	\$ 939,765.00	100.00%
Bonds Issued	93,408.75	4,331,252.70	28,100,000.00	15.41%
Reserves	-	-	1,595,710.00	0.00%
REVENUES TOTAL	\$ 93,408.75	\$ 5,271,017.70	\$ 30,635,475.00	17.21%
EXPENDITURES				
Architects	\$ -	\$ 612,773.20	\$ 1,455,922.00	42.09%
Building Construction	-	467,981.22	21,100,000.00	2.22%
Building Improvements	80,016.01	822,885.04	2,479,553.00	33.19%
Land	-	3,026,871.16	3,100,000.00	97.64%
Site Development	66,808.75	154,379.75	2,500,000.00	6.18%
EXPENDITURES TOTAL	\$ 146,824.76	\$ 5,084,890.37	\$ 30,635,475.00	16.60%
FUND BALANCE	\$ (53,416.01)	\$ 186,127.33	\$ -	



Germantown Municipal School District
REVENUE and EXPENSE REPORT - CAFETERIA FUND
 For Month Ending May 31, 2018

	Month	YTD	BUDGET	EXPENDED
REVENUES				
Lunch, Breakfast, A la Carte Sales	\$ 91,619.70	\$ 967,329.25	\$ 855,123.00	113.12%
USDA School Lunch	19,600.24	212,370.90	210,636.00	100.82%
USDA Breakfast	3,547.75	30,992.34	23,033.00	134.56%
Other	-	10,275.85	7,000.00	146.80%
REVENUES TOTAL	\$ 114,767.69	\$ 1,220,968.34	\$ 1,095,792.00	111.42%
EXPENDITURES				
Other Contracted Services - Aramark	\$ 110,000.00 **	\$ 1,043,401.99	\$ 1,091,428.00	95.60%
NET BALANCE	\$ 4,767.69	\$ 177,566.35	\$ 4,364.00	4068.89%
DISTRICT EXPENDITURES				
Maint and Repair - Equipment	\$ 580.38	\$ 28,989.66	\$ 40,000.00	72.47%
Other Supplies & Materials	-	(61.00)	7,230.00	-0.84%
Equipment	6,540.00	61,548.39	72,000.00	85.48%
DISTRICT EXPENDITURES TOTAL	\$ 7,120.38	\$ 90,477.05	\$ 119,230.00	75.88%
EXPENDITURES TOTAL	\$ 117,120.38	\$ 1,133,879.04	\$ 1,210,658.00	
Deficiency of Revenues over Expenditures	(2,352.69)	87,089.30	(114,866.00)	-75.82%
Operating Transfer In	-	-	114,866.00	0.00%
FUND BALANCE	\$ (2,352.69)	\$ 87,089.30	\$ 1,091,428.00	

** Estimated Aramark May 2018 billing



Germantown Municipal School District
REVENUE and EXPENSE REPORT - OPEB TRUST FUND
 For Month Ending May 31, 2018

	Month	YTD	BUDGET	EXPENDED
REVENUES				
Employer Contributions	\$ -	\$ 735,092.00	830,000.00	88.57%
Retiree Contributions	-	50,000.00	50,000.00	100.00%
Interest and Dividend Income	2,171.22	38,378.72	112,000.00	34.27%
Realized gain/(loss) on investments	(4,765.78)	14,223.70	-	
Unrealized gain/(loss) on investments	27,252.67	65,045.10	-	
Other Income	-	-	-	
REVENUES TOTAL	\$ 24,658.11	\$ 902,739.52	\$ 992,000.00	91.00%
EXPENDITURES				
Retiree Stipends	\$ 1,800.00	\$ 19,350.00	22,000.00	87.95%
Medical Claims	123,914.21	177,240.64	343,000.00	51.67%
Insurance Premiums	-	-	36,000.00	0.00%
Administrative Expenses	3,833.33	22,666.63	25,000.00	90.67%
EXPENDITURES TOTAL	\$ 129,547.54	\$ 219,257.27	\$ 426,000.00	51.47%
FUND BALANCE	\$ (104,889.43)	\$ 683,482.25	\$ 566,000.00	

**CONTRACT OF EMPLOYMENT
BETWEEN
THE GERMANTOWN BOARD OF EDUCATION AND JASON MANUEL**

WHEREAS, The Germantown Municipal School District is in need of and is required to employ a Director of Schools to carry out the requirements set forth in state law; and,

WHEREAS, District desires to employ Jason Manuel in said capacity;

NOW, THEREFORE, this Contract of Employment ("Contract") is entered into by and between the Germantown Board of Education ("Board") and Jason Manuel ("Director"). The Board and the Director, for the consideration herein specified, agree as follows:

1. **TERMINATION OF PRIOR CONTRACT OF EMPLOYMENT:** Pursuant to Paragraph 18.A. of their Contract of Employment entered into on the eleventh day of July, 2016, the Board and Director terminate, effective June 30, 2018, 11:59. p.m., the prior Contract of Employment by their mutual agreement.
2. **TERM OF AGREEMENT:** In accordance with the action of the Board on June 18, 2018, and found in the minutes thereof, the Board offers a contract to Jason Manuel to be Director of Schools, commencing July 1, 2018 and ending June 30, 2022. If the Board elects not to renegotiate an Employment Contract with the Director at the end of this Contract term, the Board shall provide notice of its decision at least one hundred eighty (180) days prior to the expiration date of this Contract.
3. **ACCEPTANCE:** The Director hereby accepts employment as Director and the Board and Director mutually agree that during the term of this Agreement the Director shall be and will perform the duties of Director in and for the public schools of Germantown, Tennessee, as presented by the laws of the State of Tennessee and by the rules and regulations of the State Board of Education and of the Board and those duties described in the job description adopted by the Board as the same may be from time to time amended.
4. **PROFESSIONAL CERTIFICATION:** The Director shall maintain any certification required by law of the State of Tennessee.
5. **CRIMINAL BACKGROUND CHECK:** The Director agrees that in accordance with the requirements of TCA § 49-5-413, he has released all investigative records to the BOARD for examination for the purpose of verifying the accuracy of criminal violation information as required by TCA 49-5-406(a)(1)(A) and that he has previously submitted to a criminal background check conducted by the District. Director agrees that he is subject to any and all criminal background, DCS or other reviews to which District employees may be subjected. The costs incurred for any such investigation shall be paid by the BOARD.

6. **DUTIES:** The Director shall faithfully perform the duties of the Director and serve as Chief Executive Officer to the Board and the administrative head of the School District. The Director shall have the authority to organize and arrange the administrative and supervisory staff and shall have the authority to organize and arrange the instructional and business affairs of the School District in a manner which, in his judgment, best serves the needs of the School District, subject to the laws of the State of Tennessee and of the rules and regulations of the State Board of Education and of the Board. The responsibilities for the selection, placement and transfer of personnel shall be vested in the Director to the extent permitted by state law and Board policy. The Director shall perform the duties specified in Tennessee Code Annotated, including but not limited to Tenn. Code Ann. § 49-2-301, as well as those listed in the job description for Director as adopted by the Board or as may be from time to time amended during the term of this Agreement. Such job description, as so amended, is hereby incorporated in this Agreement by reference as if fully stated herein. The Director shall devote such time and energies as are necessary to perform the duties specified in the job description. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Director to work during times other than normal business hours. All duties assigned to the Director by the Board shall be appropriate to and consistent with the professional role and responsibility of the Director.
7. **PERFORMANCE:** Annually, and no later than June 30, the Director and Board shall develop a mutually agreed upon set of performance goals for the Director.
8. **COMPENSATION:** The Board agrees to pay the Director an initial annual salary of \$166,464.00 minus such deductions as may be required by law. The annual compensation shall be paid according to the pay schedule adopted for twelve-month administrative employees. During the term of this Contract, the Director shall receive salary increases equivalent to increases given to teachers, to become effective on the first date such increases are available to teachers. The Board reserves the right, in its sole discretion, to provide additional salary increases based on achievement of the Director's performance goals. In no event will the salary be reduced during the term of this Contract except as provided by law.
9. **AUTOMOBILE AND MILEAGE ALLOWANCES:** The Board shall provide to the Director a Four Hundred Dollar (\$400.00) per month automobile allowance, for which any tax liability shall be paid by the Director. In addition, the Director may submit and will be reimbursed for mileage expenses for travel required to carry out his official duties. ~~The Director shall maintain an automobile liability policy of no less than Five Hundred Thousand Dollars (\$500,000.00) per accident and shall provide the Board a copy of the declarations page from his insurance policy naming the Board as an additional insured.~~ Should the Board determine that it is more cost-effective to do so, the Board reserves the right, in its sole discretion, to provide a district-owned vehicle for use by the Director with insurance to be paid by the board.
10. **ASSOCIATION BENEFITS:** The Board shall further pay all dues in a maximum of two (2) professional societies or associations of which the Director elects to become a

member, provided such memberships are relevant to the duties of his position and are approved by the Board. Such organizations include but are not limited to AASA, TOSS, ELA (Education Law Association) and the Chamber of Commerce. The Board shall permit the Director of Schools to attend professional meetings at the local, state and national levels and the expenses of such attendance shall be paid by the Board upon presentation of justified receipts, it being the intention and expectation of the Board that the Director of Schools shall continue his professional development and participation in relevant learning experiences. The Board desires and expects the Director to be actively engaged in the community and shall pay his membership and related fees to participate in a maximum of three (3) civic, business and service organizations that are approved by the Board.

11. OTHER BENEFITS: During the term of the Contract, the Board shall provide these additional benefits.

- A. The Board shall provide the Director and his eligible dependents family health insurance coverage under the District's group health insurance program. The Board shall pay the same portion of the premium for said insurance as the Board pays for licensed employees. The Director and his eligible dependents may participate in all benefit plans available to other employees.
- B. The Board also shall pay the annual premium toward the purchase of a term life insurance policy on the Director's life in the aggregate face value of Four Hundred Fifty Thousand Dollars (\$450,000.00), payable to the Director's beneficiaries. In accordance with the terms of the policy, the Director shall be allowed to retain the policy and assume annual premium for such life insurance policy upon his retirement and/or resignation from the system.
- C. The Board shall provide the Director a cell phone and service and a laptop or tablet computer with internet service for the purpose of communications with the Board and the staff of the School System. The Director is permitted to make personal use of the equipment to the extent that this does not increase the cost to the district.
- D. The Board shall contribute \$200.00 monthly to a tax-sheltered annuity selected by the Director at his discretion for retirement, IRA, and/or annuities. Any and all liability for taxes and or penalties which may be assessed against funds paid shall be and shall remain the responsibility of the Director.

12. PROFESSIONAL LIABILITY: The Board shall maintain liability insurance covering alleged wrongful acts and omissions of the Director of Schools in the scope of employment by the Board. The Board shall, to the extent permitted by law, directly or through insurance, defend the Director, bear defense costs, and indemnify and hold the Director harmless on demands, claims, suits, and legal proceedings brought by third parties against the Director in his official capacity as agent and employee of the

Board, provided the incident arose while the Director was acting within the scope of his employment, and except that this obligation of the Board shall not exist with respect to violations of criminal law, acts committed for improper personal gain, willful misconduct or any legal dispute that may arise between the Board and Director with regard to this Contract. In no event will individual Board members be considered liable for indemnifying the Director against such demands, claims, suits, and legal proceedings. If, in the opinion of the counsel for the Board, a conflict exists between the interest of the Board and the Director with regard to the defense of a claim that is subject to this paragraph, the Board will engage the services of separate counsel for the Director and shall indemnify the Director to the extent permitted by law.

13. LEAVE: The work year of the Director shall be the same as that required of twelve (12) month administrative personnel. The Director shall be entitled to the sick leave, annual leave, and personal leave benefits as provided for the twelve (12) month administrative personnel of the Germantown Municipal School District in accordance with the Board's adopted policy and procedures or as may be amended, which are incorporated herein by reference. Paid holidays will be those observed by the school system on the approved school calendar. Vacation, bonus, and sick days shall be determined on a pro-rata basis for partial years of service. ~~Upon termination of this Contract, the Director shall be paid at a rate of fifty percent (50%) of his daily rate of pay for any accrued but unused leave days.~~ Upon termination of this Contract, the Director shall be paid for all accrued but unused vacation, personal leave and bonus days. Sick days shall be cumulative and unused sick leave days may be used for retirement credit in accordance with the policies of the Tennessee Consolidate Retirement System (TCRS).
14. EXPENSES: The Board shall reimburse the Director for all actual and necessary travel and other expenses required in the performance of his official duties provided such expenses do not exceed the budget for such travel, subject to such limitations provided by law and by Board policy. Out-of-state travel must be approved by the Board Chair in advance of the event requiring such travel.
15. REFERRALS TO DIRECTOR: Board members shall promptly refer to the Director all criticisms, complaints and suggestions called to their attention relative to the Director or the School System for the study, recommendation, and appropriate action of the Director prior to such issue being brought to the attention of the full Board.
16. LOYALTY: The Director shall devote full time, attention, knowledge and skills solely and exclusively to the business and interests of the Board and the Germantown Municipal School District. The Director may, however, undertake consulting work, speaking engagements, writing, lecturing or other activities that do not interfere with the discharge of the duties and responsibilities of the Director hereunder. The determination of the Board as to whether such other work interferes with the discharge of the duties and responsibilities of the Director hereunder shall be

conclusive, and the Board shall notify the Director in writing if the Board makes this determination.

17. **MEDICAL EXAMINATION:** If or when requested by the Board, the Director agrees to undergo a comprehensive medical examination by a licensed medical doctor selected by the Director unless he has undergone a similar examination during the past ten (10) months. If requested, he agrees to furnish to the Board a statement from the physician certifying his physical competency to fulfill the essential functions of the job of Director. Such information shall be treated as confidential data by the Board to the extent permitted by law. The Board will pay for the costs of any medical examination requested by the Board

18. **EVALUATION:** The Board and Director shall annually establish meaningful, measurable performance goals for the Director. The Board shall provide the Director with periodic opportunities to discuss Director-Board relations and shall inform the Director from time to time of any inadequacies in such relations as perceived by the Board. The Board shall evaluate and assess in writing the performance of the Director on or before August 1 of each calendar year during the term of this Agreement and any renewal thereof. The evaluation instrument and process shall be developed at the discretion of the Board but will be consistent with relevant law or regulation. The annual written evaluation of the Director's performance will be based upon the Director's job description as set forth from time to time in the adopted rules of the Board, the powers and duties of the Director as described from time to time by state law, contractual expectations, and the performance goals established for the Director for each year. Should any rating below satisfactory or acceptable level of performance be entered on the Director's evaluation form by the Board, notice must be given, in writing, to the Director specifically detailing the nature of the deficiency to be addressed. Notice of deficiency must include specific expectations relative to remediation of the deficiency to provide the Director sufficient information to address the Board's concern and to improve his rating in that area. Within thirty (30) days of the completion of the annual evaluation and discussion, the Director shall submit to the Board an Annual Improvement Plan which shall include a professional growth plan. The Director of Schools shall have the right to make a written reaction of response to the evaluation, and the response shall be a permanent attachment to the evaluation document which shall be placed in the Director of Schools' personnel file.

19. **TERMINATION:**
 - A. This Contract may be terminated by mutual agreement of the parties; breach of the Contract; retirement; disability as defined herein or death of the Director; or by termination by the Board for cause in accordance with the laws of the State of Tennessee, including but not limited to Tenn. Code Arm. §§ 49-2-203(a)(14)(A), 49-5-511(a)(2), and 49-5-501(3) through (8), provided however that the process of such dismissal shall include the Director's right to written charges as determined by the Board, notice of hearing before the Board, and notice of the right to be present and to be heard, to be represented

by Counsel and to present through witnesses any testimony relevant to the issue. A transcript of the record of the proceedings before the Board shall be made available without charge to the Director of Schools in the event an appeal is taken by the Director of Schools from any action taken by the Board. If the Director of Schools chooses to be accompanied by legal counsel at the hearing before the Board, he/she will assume the cost of his/her legal expenses.

- B. In the event that the Director should desire to terminate this Contract for any reason prior to its expiration date, he shall give written notice to the Board of such intent at least ~~five (5) months~~ **sixty (60) days** prior to the effective date of such voluntary termination. ~~If the Director voluntarily terminates his employment during the term of the Contract, the Director agrees to pay for the cost required to recruit a new Director, said cost not to exceed Fifteen Thousand Dollars (\$15,000.00), with said sum being withheld from his final salary payments or otherwise paid by the Director until the full cost is paid to the Board.~~
- C. This Contract shall terminate if the State Board of Education removes the Director from office in accordance with the laws of the State of Tennessee, including but not limited to Tenn. Code Ann. § 49-1-602.
- D. The Board may, at its option and by a minimum of sixty (60) days' notice to the Director of Schools, unilaterally and without cause terminate this Contract. In the event of such termination, the Board shall pay to the Director, as severance pay, the full salary and benefit package enumerated within this contract from the actual date of termination established by the Board until the end of the Contract term. Vacation days shall not accrue from the date of termination. In the event the Board offers to terminate the contract by paying the amount specified herein, the right to a hearing before the Board in accordance with the law and as provided in Paragraph 18A above, and the right to appeal the Board's action shall be considered waived by the Director of Schools.
- F. The Board reserves the right to replace the Director and transfer the Director to any position within the system as permitted by Tenn. Code. Ann. § 49-2-203(a)(14)(A) and as determined by the Director's successor; however, the compensation and insurance benefits included within this agreement shall remain in full force and effect for the duration of the contract term. In all other respects, the terms of this Contract, including but not limited to the payment required of the Director by paragraph 18.B, shall be deemed ineffective. In the event the Director declines to accept the transfer, this Contract shall be terminated, and the Director will be entitled to no further benefits or compensation.

20. **DISABILITY:** "Disability" is defined as an inability to perform the essential functions of the job with or without reasonable accommodation as set forth in the Americans with Disability Act. Should the Director become "disabled" as defined herein, and the period of disability extends beyond when all applicable leave benefits have been exhausted, the Board may, at its sole discretion, make the following deductions from the compensation stipulated above. For the first month following exhausted leave time, the Director shall receive his entire monthly compensation; for the second month following exhaustion of such leave, the Director shall receive two-thirds (2/3) of his regular compensation; and, for the third month of disability following exhaustion of accumulated leave time, the Director shall receive one-third (1/3) of his regular compensation. Should the Director remain disabled following his third month after exhaustion of leave, the Board may, in its sole discretion, terminate all subsequent pay under this Contract for as long as such disability exists. If such disability as defined herein continues for more than six continuous months, the Board, in its sole discretion, may terminate this Contract immediately. In such event, the respective duties, rights, and obligations of each party shall terminate except for the benefits detailed within this section. In the event of a work-related disability, payments made under this provision will be offset by temporary and permanent disability benefits paid under the Tennessee Workers' Compensation Act.
21. **SEVERABILITY:** If any provision or item of this Agreement or the application thereof is held invalid or found to be in violation of state or federal constitutional or statutory law, such invalidity shall not affect other provisions, items, or applications of this Agreement that can be given effect without the invalid provision, items, or applications, and to this end, the provisions of this Agreement are hereby declared severable.
22. **ENFORCEMENT OF AGREEMENT:** In the event it should become necessary for either party to enforce the terms and conditions of this Agreement, the costs of such enforcement proceedings, including reasonable attorney fees, shall be paid to the prevailing party by the losing party.
23. **MODIFICATION, RENEWAL OR EXTENSION OF AGREEMENT:** By specific action of the Board, this Contract may be modified, renewed or extended with the consent of the Director provided such modification, renewal or extension is consistent with all applicable laws and regulations.
24. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement between the parties and any prior agreement or understanding or representation of any kind preceding the date of this Agreement is not binding upon either party except to the extent of its incorporation into this agreement, except that the parties incorporate herein any, and all rights, remedies and obligations as required by Tennessee law. The Agreement may be modified only in writing signed by both the Board Chair upon authorization of the Board and the Director.

25. **GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.
26. **WAIVER:** The failure of either party to this Agreement to insist upon performance of any terms or conditions of this Agreement shall not be construed as waiving any terms and conditions.
27. **NOTICE:** Any notice provided for concerning this Agreement shall be in writing and shall be sent by certified mail to the respective address of each party as set forth below, including notice of a change in address that is not readily known to the parties herein.

Germantown Board of Education
6685 Poplar Avenue, Suite 202
Germantown, TN 38138

Jason Manuel
9625 Spring Meade Lane
Germantown, TN 38139

28. **NEGOTIATED DOCUMENT:** The Board and Director acknowledge that this is a negotiated document. No party to this Contract shall be deemed to be the drafter of it and any construction of its terms shall be without regard to any rules of construction concerning the drafter.
29. **HEADINGS:** The headings contained in this Contract are for convenience only and shall in no manner be construed as a part of the Contract.

MADE AND EXECUTED BY THE PARTIES ON THIS, the _____ DAY OF June, 2018.

Director of Schools

Germantown Board of Education

Jason Manuel

By: _____
Betsy Landers, Chair

Germantown Municipal School District

Monitoring: Review: Annually, in May	Descriptor Term: <h2 style="text-align: center;">Honors, Advanced Placement, Dual Enrollment, and Dual Credit Courses</h2>	Descriptor Code: 4.203.1	Issued Date: 6/4/18 07/27/15
		Rescinds: 4.2031	Issued: 08/18/14

1 The Germantown Municipal School Board believes in establishing educational learning opportunities
 2 that align with students' ability levels. Student transcripts should be an authentic academic record
 3 that employers, colleges and universities, military branches and technical schools should be able to
 4 assess with a strong degree of confidence that GMSD graduates are college and career ready.

5 Each school will work with district office staff to develop procedures to guide students, parents,
 6 teachers, guidance counselors, and administrators to make the most informed decision to place students
 7 in the highest-level courses in which students will be successful and challenged. Examples of data that
 8 schools could use include:

- 9 • Standardized assessments (Ex: Explore, PLAN, ACT, PSAT, SAT)
- 10 • Prerequisite skills assessment
- 11 • Benchmark assessments
- 12 • State-mandated assessments (Ex: TCAP, EOC, TN Ready)
- 13 • Grades
- 14 • Attendance
- 15 • Teacher recommendation
- 16 • Student/Parent / IEP/ 504 goals

17 Schools shall communicate the specific procedures to parents ~~by the beginning of the~~ during the
 18 second semester of each school year. Parents may request any course for a student based on the
 19 accumulated data regardless of the school's recommendation. The school will ~~honor~~ review all parent
 20 requests.

21 Should a student encounter difficulty in making adequate progress in an Honors or Advanced
 22 Placement Course, the following procedures should be followed:

- 23 • Student-Teacher consultation on ways to improve.
- 24 • Parent-Student-Teacher-Counselor-Administrator consultation to develop a plan of action.

25 Approval in dropping the course is at the discretion of the school principal. Multiple factors, including
 26 if there is space available in the requested new course, need to be taken into consideration before such
 27 an allowance is granted.

1 Advanced Placement/Dual Enrollment/Dual Credit

2 The school board will approve Advanced Placement (AP)/Dual Enrollment (DE)/Dual Credit (DC)
3 courses annually. This list of courses will be made available to all Germantown Municipal School
4 students. AP courses must substantially incorporate the learning objectives and course descriptions as
5 defined by the AP College Board. The DE and DC courses must substantially incorporate the learning
6 objectives as defined by the post-secondary institutions and the TN Department of Education.
7 Students will be granted an additional 5 points ~~quarterly~~ added to each quarter numerical grade and
8 each semester exam grade in AP/DE courses and 4 points ~~quarterly~~ added to each quarter numerical
9 grade and each semester exam grade in DC/DE courses ~~on their final grade~~ for their efforts.

10 Technical courses that offer a National Industry Certification through a nationally recognized
11 examination will be granted an additional four (4) points added to each quarter numerical grade and
12 each semester exam grade. The Capstone industry class will be considered as DE courses for the GPA
13 additional percentage point weighting.

14 Honors Courses

15 Students who successfully complete a high school honors course will be given 3 additional points to
16 their quarterly averages for their efforts in accepting the challenges of a faster paced, more in-depth
17 course that requires extended reading assignments, research based writing assignments, projects that
18 have real-life applications, open investigations that are student driven and research based,
19 differentiated writing assignments that include narrative, descriptive, persuasive, expository, and
20 expressive styles, the use of technology to support the topic, problem solving experiences that call for
21 critical analysis, creativity and application, and possible job shadowing experiences.

22 ~~Technical courses that offer a National Industry Certification through a nationally recognized~~
23 ~~examination will be considered as honors courses.~~

24 All honors courses will substantially exceed content standards, learning expectations, and performance
25 indicators as approved by the State Board of Education. Instructional approaches by teachers will
26 facilitate maximum interchange of ideas amongst students that include independent study, self-
27 directed research and learning. Assessments will include open-ended constructed responses,
28 performance-based tasks, creative interpretations, and authentic products as portfolios and analytical
29 writings.

Legal References

1. TRR/MS 0520-01-03-.05

Cross References

Germantown Municipal School District

Monitoring: Review: Annually, in May	Descriptor Term: English Learners	Descriptor Code: 4.207	Issued Date: 6/4/18 09/18/17
		Rescinds: 4.207	Issued: 06/02/14

1 The Board recognizes the need to provide equal educational opportunities for all students in the district.
2 Therefore, if the inability to speak and understand the English language excludes a student from effective
3 participation in the educational programs offered by the district, the district shall take reasonable actions
4 to provide the student equal access to its programs. Students who are English Learners (“EL”) shall be
5 identified, assessed, and provided appropriate services. No child shall be admitted to or excluded from
6 any program or extra-curricular activity based on the student’s surname or EL status.¹

7 ENGLISH LANGUAGE INSTRUCTION PROGRAM

8 The Board directs the administration to develop and implement language instruction programs that:²

- 9 1. Appropriately identify EL students in a timely, valid, and reliable manner.
- 10 2. Determine the appropriate instructional environment for EL students.
- 11 3. Provide EL students with a language assistance program that is **educationally sound** a state-
12 **approved instructional service delivery model** and proven successful.
- 13 4. Annually assess the English proficiency of EL students and monitor the progress of students in
14 order to determine their readiness for standard instructional program.
- 15
- 16
- 17

18 PARENTAL NOTIFICATION³

19 Parents of EL students shall be given notice of, and information regarding, the instructional program
20 within the first thirty (30) days of the school year, or within the first two weeks of a student being
21 placed in a language instruction educational program (LIEP). **All communication shall be**
22 **communicated in the language and method that the parent can understand, to the extent practicable.** At
23 a minimum, the notice will include the following:³

- 24 1. The reason for identifying the child as an EL student;
- 25 2. The child’s level of English language proficiency, including how the level was assessed,
26 and the status of the child’s academic achievement;
- 27 3. Methods of instruction used in the program, methods of instruction in other available
28 programs, and how they differ;
- 29
- 30
- 31

- 1 4. How the program meets the educational strengths and needs of the student, and how the
2 program will help the student reach English language proficiency and meet academic
3 standards;
 - 4 5. Program exit requirements, rate of transition to a standard instructional program classroom,
5 and expected rate of high school graduation;
 - 6
 - 7 6. How the program meets the goals of an EL student with an IEP; and
8
 - 9 7. Information on the parents' right to withdraw the student from the program or choose
10 another program or method of instruction if available.
- 11 Parental involvement will be encouraged and parents will be regularly apprised of their child's
12 progress.⁴

Legal References

1. Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 1112(e)(3)(D)
2. Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 3113(b)(3)(B)
3. Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 1112(e)(3)(A)
4. Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 1112(e)(3)(C)

FY19 Consolidated Application Approval for IDEA/ESEA
School Year 2018-19

<i>LEA #</i> <u>796</u>	<i>LEA Name (Legal Name of Agency):</i> Germantown Municipal School District
<i>LEA Legal Mailing Address</i>	
Street Address <u>6685 Poplar Avenue, Suite 202</u>	
City <u>Germantown</u>	State <u>TN</u> Zip <u>38138</u>

Consolidated Project begins July 1, 2018 and ends June 30, 2019

The facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are true and correct to the best of my knowledge.

The Board of Education has reviewed and approved this project year application for filing.

This action is recorded in the official minutes of the Agency's Board meeting held on the date entered below:

June 18, 2018

Board Meeting Date

Director of Schools (Signature)

Jason Manuel

Director of Schools (Print Name)

Date Signed

Board of Education Official (Signature)

Betsy Landers

Board of Education Official (Print Name)

Date Signed

The background features a collage of documents and numbers. On the left, there is a large number '0' at the top, a document with 'TCR 4583' in the middle, and a document with 'Card' and 's' visible at the bottom. On the right, there is a large number '17' at the bottom. The entire background is in grayscale and has a decorative, patterned border.

2019 OTHER FUNDS

**BUDGET DRAFT
SECOND READING
06.18.18**

KEVIN JONES,
CHIEF FINANCIAL OFFICER

JASON MANUEL,
SUPERINTENDENT

BETSY LANDERS,
SCHOOL BOARD CHAIR



GERMANTOWN MUNICIPAL SCHOOL DISTRICT

BOARD OF EDUCATION

Betsy Landers	Chair
Linda Fisher	Vice-Chair
Amy Eoff	Board member
Suzanne Jones	Board member
Lisa Parker	Board member

ADMINISTRATION

Jason Manuel	Superintendent
Dan Haddow	Assistant Superintendent
Chauncey Bland	Executive Director of Student Services
Josh Cathey	Chief of Operations
Mason Grace	Director of Curriculum Technology and Communications
Sarah Huffman	Executive Director of Exceptional Student Education
Kevin Jones	Chief Financial Officer
Dr. Meredith Park	Executive Director of Academic Education
John Pierce	Director of Information Systems

GERMANTOWN MUNICIPAL SCHOOL DISTRICT

SCHOOL DISTRICT VISION, MISSION, AND BELIEFS

VISION

Excellence. *Always.*

MISSION

To prepare, inspire, and empower students to become engaged learners and socially responsible citizens.

BELIEFS

WE BELIEVE IN FOCUSING ON WHAT MATTERS MOST

It is the belief of Germantown Municipal School District to place students at the forefront of all decisions; to respect the state department of education's plan and ambitions with Tennessee Succeeds; and to focus on developing a local public school system that excels in all academic and non-academic areas.



CONTENTS

OTHER FUNDS

FEDERAL PROJECTS REVENUES

Carl Perkins, Consolidated Administration, Title I, Title II, Title III, Title IV, IDEA, IDEA Preschool

5

FEDERAL PROJECTS EXPEND

Carl Perkins, Consolidated Administration, Title I, Title II, Title III, Title IV, IDEA, IDEA Preschool

7

27

SCHOOL NUTRITION

29

CAPITAL IMPROVEMENT

31

HEALTH INSURANCE

33

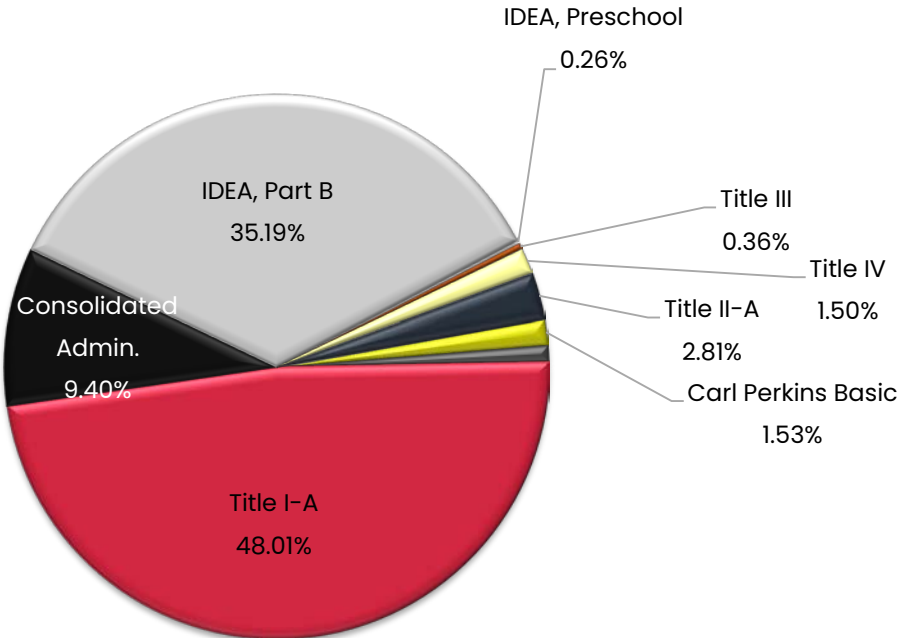
OPEB TRUST

Excellence. Always.

Our Germantown Municipal School District's focus is: to place students at the forefront of all our decisions; to respect our state department of education's plan and ambitions with Tennessee Succeeds; and to focus on developing a local public school system that excels in all academic and non-academic areas.

FEDERAL PROJECTS REVENUES

2018-2019 Projections



\$3,256,920

Subcategories

- Carl Perkins Grant
- Consolidated Admin
- Title I
- Title II
- Title III
- Title IV
- IDEA, Part B
- IDEA, Preschool

FEDERAL PROJECTS REVENUES

<u>Fund</u>	<u>Description</u>	<u>FY 2019</u>		<u>FY 2018</u>		<u>FY 2017</u>
		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Actual</u>
47131	Carl Perkins Basic	\$ 50,228	\$ 39,000	\$ 47,305		
47141	Title I-A	\$ 1,578,704	\$ 1,995,917	\$ 166,658		
47141	Consolidated Admin.	\$ 308,959	\$ 333,336	\$ 57,614		
47143	IDEA, Part B	\$ 1,157,067	\$ 1,339,822	\$ 1,052,505		
47143	IDEA, Preschool	\$ 8,616	\$ 12,742	\$ 7,888		
47146	Title III	\$ 11,705	\$ 12,846	\$ 22,738		
47147	Title IV	\$ 49,212	\$ 58,467	\$ -		
47189	Title II-A	\$ 92,429	\$ 137,983	\$ 164,970		

**FEDERAL PROJECTS REVENUES GRAND
TOTAL:**

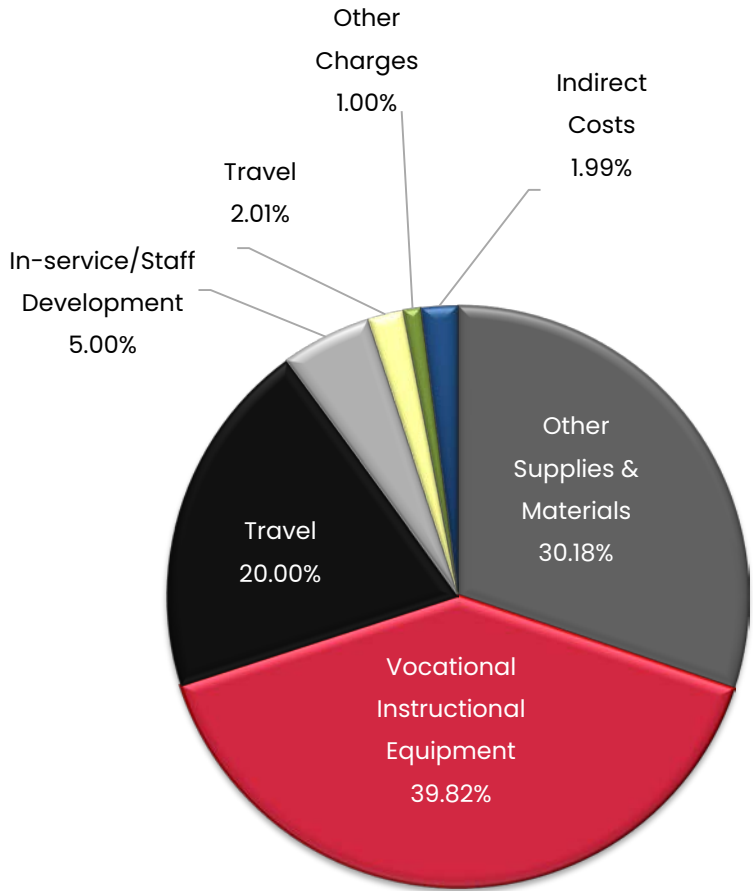
\$ 3,256,920 \$ 3,930,112 \$ 1,519,677



CARL PERKINS



\$50,228



Overview

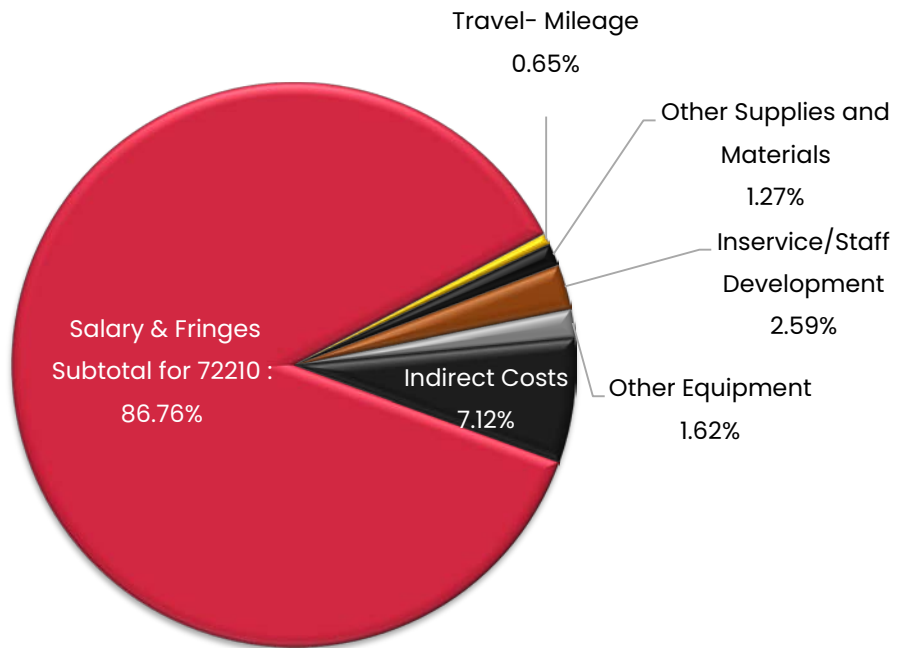
Carl Perkins provides funding for secondary career and technical education programs. The funding is used for secondary and adult career and technical programs, technology program improvement, technology preparation, and career enhancement.

CARL PERKINS

<u>Fund</u>	<u>Description</u>	<u>FY 2019</u> <u>Budget</u>	<u>FY 2018</u> <u>Budget</u>	<u>FY 2017</u> <u>Actual</u>
Vocational Instruction (71300)				
42900	Instructional Supplies & Materials	\$ -	\$ 39,000	\$ 47,305
49900	Other Supplies & Materials	\$ 15,160		
73000	Vocational Instructional Equipment	\$ 20,000	\$ -	\$ -
Other Student Support (72130)				
35500	Travel	\$ 10,045	\$ -	\$ -
52400	In-service/Staff Development	\$ 2,512	\$ -	\$ -
Support: Vocational Education (72230)				
35500	Travel	\$ 1,011	\$ -	\$ -
59900	Other Charges	\$ 500	\$ -	\$ -
Transfers Out (99100)				
50400	Indirect Costs	\$ 1,000	\$ -	\$ -
CARL PERKINS TOTAL:		\$ 50,228	\$ 39,000	\$ 47,305



CONSOLIDATED ADMINISTRATION



\$308,959

Overview

Consolidated Administration funds are utilized to administer Elementary and Secondary Education Act (ESEA) programs which provide services for children, teachers, principals, other instructional staff, and parents. These resources are also used to ensure compliance with all applicable statutes, regulations, and procedures. Programs included are Title I, Part A; Title II, Part A; and Title III, Part A.

CONSOLIDATED ADMIN

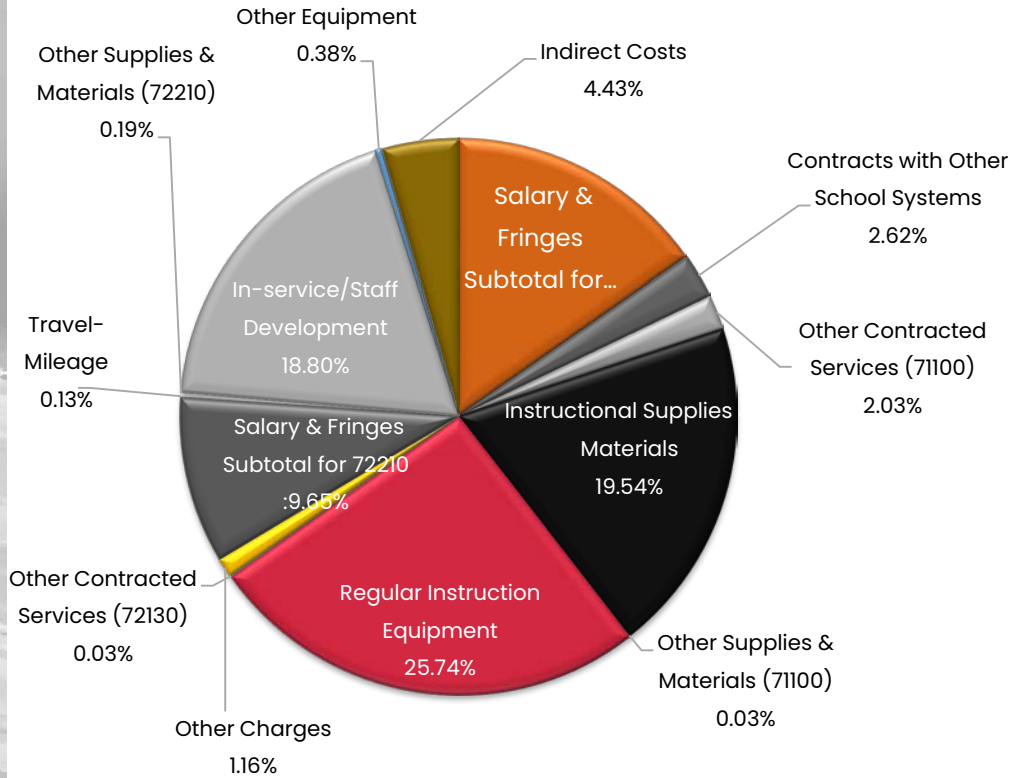
<u>Fund</u>	<u>Description</u>	<u>FY 2019</u>	<u>FY 2018</u>	<u>FY 2017</u>
		<u>Budget</u>	<u>Budget</u>	<u>Actual</u>
Support: Regular Instruction (72210)				
16200	Clerical (1 Financial Secretary)	\$ 30,240	\$ 46,517	\$ -
18900	Other Salaries & Wages (2 FTE)	\$ 174,900	\$ 162,826	\$ 46,714
20100	Social Security	\$ 12,719	\$ 12,979	\$ 2,841
20400	State Retirement	\$ 21,098	\$ 19,097	\$ 4,223
20600	Life Insurance	\$ 515	\$ 750	\$ 141
20700	Medical Insurance	\$ 25,603	\$ 29,814	\$ 2,206
21200	Medicare	\$ 2,975	\$ 3,035	\$ 664
	Salary & Fringes Subtotal for 72210 :	\$ 268,050	\$ 275,018	\$ 56,789
35500	Travel- Mileage	\$ 2,000	\$ 2,000	\$ -
49900	Other Supplies and Materials	\$ 3,915	\$ 7,000	\$ 431
52400	In-service/Staff Development	\$ 8,000	\$ 15,000	\$ -
79000	Other Equipment	\$ 5,000	\$ 10,120	\$ -
Transfers Out (99100)				
50400	Indirect Costs	\$ 21,994	\$ 24,198	\$ 394
CONSOLIDATED ADMIN TOTAL:		\$ 308,959	\$ 333,336	\$ 57,614



TITLE I-A



\$1,578,704



Overview

Title I, Improving Academic Achievement, provides resources to help ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education, and reach, at a minimum, proficiency on challenging state academic standards and state academic assessments. The major focus of this funding are school improvement, assessment, and accountability.

TITLE I-A

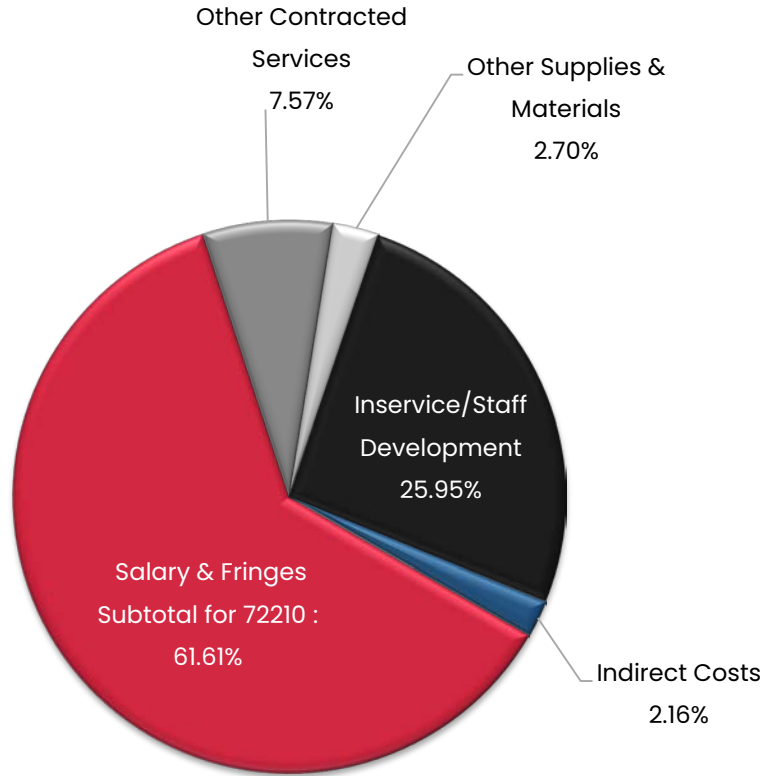
<u>Fund</u>	<u>Description</u>	<u>FY 2019 Budget</u>	<u>FY 2018 Budget</u>	<u>FY 2017 Actual</u>
Regular Instruction (71100)				
11600	Teachers (2 FTEs)	\$ 114,108	\$ 288,663	\$ 111,815
18900	Other Salaries & Wages	\$ 86,050	\$ 35,050	\$ -
20100	Social Security	\$ 12,410	\$ 20,897	\$ 6,797
20400	State Retirement	\$ 19,913	\$ 26,563	\$ 9,734
20600	Life Insurance	\$ 312	\$ 1,075	\$ 332
20700	Medical Insurance	\$ 5,365	\$ 36,811	\$ 4,598
21200	Medicare	\$ 2,902	\$ 4,186	\$ 1,590
	Salary & Fringes Subtotal for 71100 :	\$ 241,060	\$ 413,245	\$ 134,866
31100	Contracts with Other School Systems	\$ 41,350		
39900	Other Contracted Services (71100)	\$ 32,000	\$ 34,010	\$ -
42900	Instructional Supplies & Materials	\$ 308,504	\$ 186,351	\$ 10,082
49900	Other Supplies & Materials (71100)	\$ 400	\$ 400	\$ -
72200	Regular Instruction Equipment	\$ 406,365	\$ 637,628	\$ 11,549
Other Student Support (72130)				
39900	Other Contracted Services (72130)	\$ 517	\$ 100	\$ -
59900	Other Charges	\$ 18,378	\$ 25,091	\$ -
Support: Regular Instruction (72210)				
18900	Other Salaries & Wages	\$ 119,574	\$ 240,000	\$ -
20100	Social Security	\$ 7,414	\$ 14,384	\$ -
20400	State Retirement	\$ 12,507	\$ 21,066	\$ -
20600	Life Insurance	\$ 340	\$ 1,000	\$ -
20700	Medical Insurance	\$ 10,780	\$ 43,120	\$ -
21200	Medicare	\$ 1,734	\$ 3,364	\$ -
	Salary & Fringes Subtotal for 72210 :	\$ 152,349	\$ 322,934	\$ -
35500	Travel- Mileage	\$ 2,000	\$ 2,000	\$ -
49900	Other Supplies & Materials (72210)	\$ 3,000	\$ -	\$ -
52400	In-service/Staff Development	\$ 296,782	\$ 293,158	\$ 4,677
79000	Other Equipment	\$ 6,000	\$ 11,000	\$ -
Transfers Out (99100)				
50400	Indirect Costs	\$ 70,000	\$ 70,000	\$ 5,484
TITLE I-A TOTAL:		\$ 1,578,704	\$ 1,995,917	\$ 166,658





TITLE II-A

\$92,429



Overview

Title II, Training & Recruiting, is to increase the academic achievement of all students by helping schools and districts improve teacher and principal quality and ensure that all teachers are highly qualified. These funds are utilized to provide professional development activities.

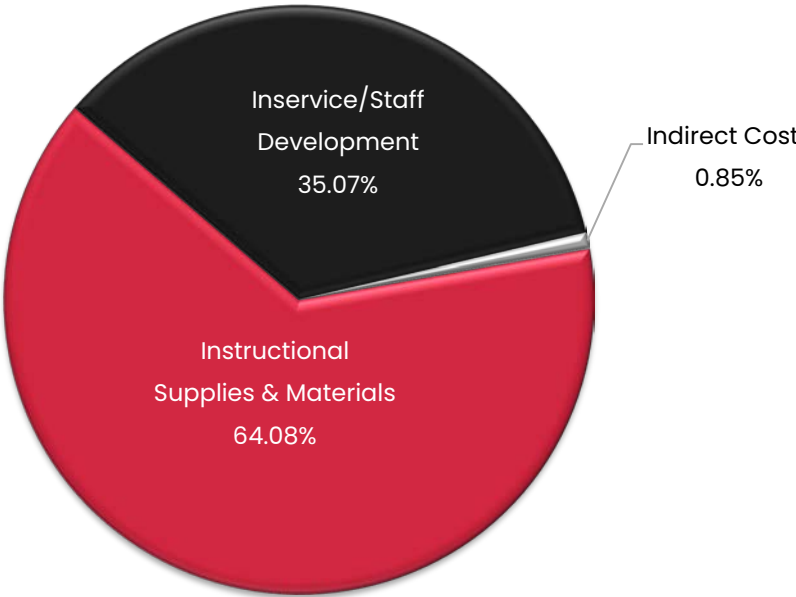
TITLE II-A

<u>Fund</u>	<u>Description</u>	<u>FY 2019</u>	<u>FY 2018</u>	<u>FY 2017</u>
		<u>Budget</u>	<u>Budget</u>	<u>Actual</u>
Support: Regular Instruction (72210)				
18900	Other Salaries & Wages (.45 FTE)	\$ 42,848	\$ 91,555	\$ 89,285
20100	Social Security	\$ 2,657	\$ 5,676	\$ 5,053
20400	State Retirement	\$ 4,482	\$ 8,277	\$ 8,071
20600	Life Insurance	\$ 117	\$ 269	\$ 269
20700	Medical Insurance	\$ 6,218	\$ 11,515	\$ 10,762
21200	Medicare	\$ 621	\$ 1,328	\$ 1,182
	Salary & Fringes Subtotal for 72210 :	\$ 56,943	\$ 118,620	\$ 114,621
39900	Other Contracted Services	\$ 7,000	\$ 4,000	\$ 14,894
49900	Other Supplies & Materials	\$ 2,500	\$ 1,500	\$ 2,315
52400	In-service/Staff Development	\$ 23,986	\$ 13,863	\$ 12,572
79000	Other Equipment	\$ -	\$ -	\$ 16,567
Transfers Out (99100)				
50400	Indirect Costs	\$ 2,000	\$ -	\$ 4,000
TITLE II-A TOTAL:		\$ 92,429	\$ 137,983	\$ 164,970





TITLE III



\$11,705

Overview

Title III, English Language Acquisition, is to provide special English language development classes, tutoring, training, and instructional supplies for ELL students.

TITLE III

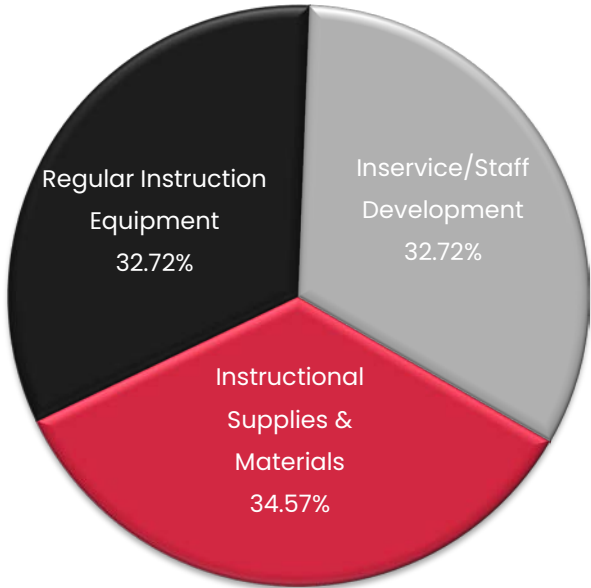
<u>Fund</u>	<u>Description</u>		<u>FY 2019</u>		<u>FY 2018</u>		<u>FY 2017</u>
			<u>Budget</u>		<u>Budget</u>		<u>Actual</u>
Regular Instruction (71100)							
42900	Instructional Supplies & Materials	\$	7,500	\$	8,064	\$	11,871
72200	Regular Instruction Equipment	\$	-	\$	-	\$	9,145
Support: Regular Instruction (72210)							
52400	In-service/Staff Development	\$	4,105	\$	4,682	\$	1,663
Transfers Out (99100)							
50400	Indirect Costs	\$	100	\$	100	\$	60
TITLE III TOTAL:		\$	11,705	\$	12,846	\$	22,738





\$49,212

TITLE IV



Overview

Title IV, Student Support and Academic Enrichment (SSAE), is intended to improve students' academic achievement by increasing the capacity of state educational agencies, local educational agencies, and local communities to provide all students with access to a well-rounded education, improve school conditions for student learning, and improve the use of technology in order to improve the digital literacy of all students.

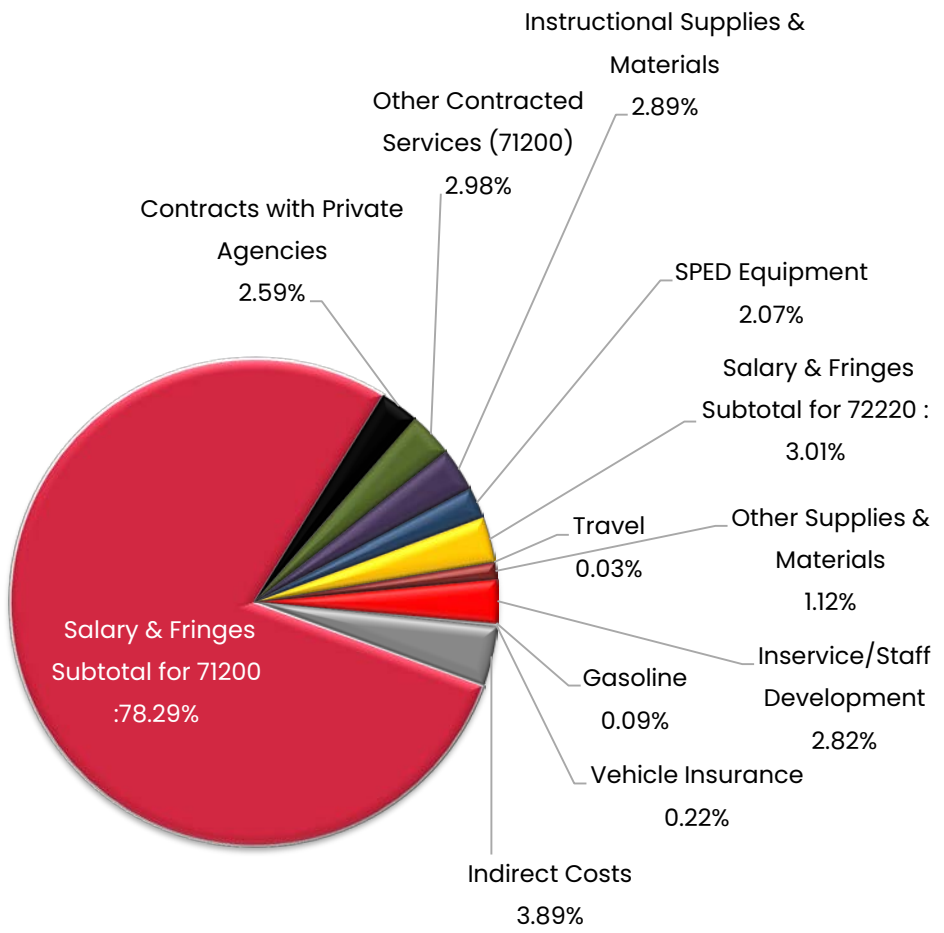
TITLE IV

<u>Fund</u>	<u>Description</u>	<u>FY 2019</u> <u>Budget</u>	<u>FY 2018</u> <u>Budget</u>	<u>FY 2017</u> <u>Actual</u>
Regular Instruction (71100)				
42900	Instructional Supplies & Materials	\$ 17,012	\$ 40,344	\$ -
72200	Regular Instruction Equipment	\$ 16,100	\$ 8,200	\$ -
Support: Regular Instruction (72210)				
39900	Other Contracted Services	\$ -	\$ 1,250	\$ -
52400	In-service/Staff Development	\$ 16,100	\$ 8,673	\$ -
TITLE IV TOTAL:		\$ 49,212	\$ 58,467	\$ -





IDEA, PART B



\$1,157,067

Overview

IDEA, Part B, is for students ranging in ages of three through twenty-one who are eligible for special education services. The Individuals with Disabilities in Education Act (IDEA, Part B) provides services such as specialized instruction and programs, interpretation services, and behavior interventions.

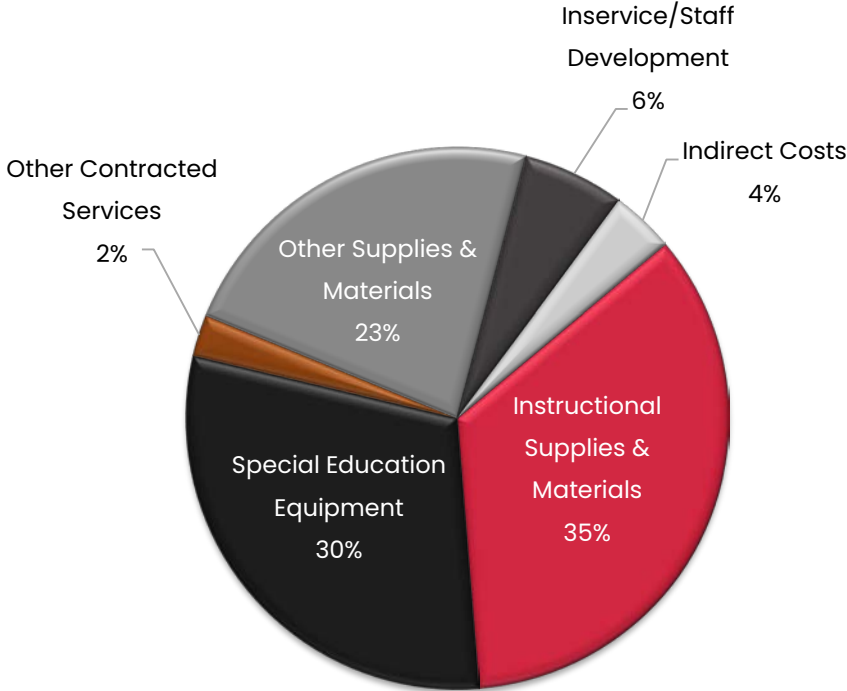
IDEA-B

Fund	Description	FY 2019	FY 2018	FY 2017
		<u>Budget</u>	<u>Budget</u>	<u>Actual</u>
Special Education (71200)				
11600	Teachers (2 FTEs)	\$ 127,327	\$ 122,430	\$ 123,704
16300	Educational Assistants (24 FTEs)	\$ 571,792	\$ 599,800	\$ 524,544
20100	Social Security	\$ 43,346	\$ 44,081	\$ 36,491
20400	State Retirement	\$ 66,323	\$ 66,000	\$ 59,633
20600	Life Insurance	\$ 4,355	\$ 4,755	\$ 1,906
20700	Medical Insurance	\$ 82,556	\$ 92,556	\$ 78,998
21200	Medicare	\$ 10,137	\$ 10,243	\$ 8,534
Salary & Fringes Subtotal for 71200 :		\$ 905,836	\$ 939,865	\$ 833,810
31200	Contracts with Private Agencies	\$ 30,000	\$ 30,000	\$ -
39900	Other Contracted Services (71200)	\$ 34,500	\$ 80,000	\$ 51,116
42900	Instructional Supplies & Materials	\$ 33,422	\$ 60,000	\$ 31,803
72500	SPED Equipment	\$ 24,000	\$ 30,000	\$ 16,613
Support: Special Education (72220)				
10500	Supervisor/Director	\$ 26,387	\$ 25,372	\$ 23,838
20100	Social Security	\$ 1,636	\$ 1,573	\$ 1,346
20400	State Retirement	\$ 2,760	\$ 2,304	\$ 2,155
20600	Life Insurance	\$ 75	\$ 75	\$ 71
20700	Medical Insurance	\$ 3,570	\$ 3,570	\$ 3,169
21200	Medicare	\$ 383	\$ 368	\$ 315
Salary & Fringes Subtotal for 72220 :		\$ 34,811	\$ 33,262	\$ 30,894
35500	Travel	\$ 300	\$ 500	\$ -
39900	Other Contracted Services (72220)	\$ -	\$ 21,000	\$ -
49900	Other Supplies & Materials	\$ 13,000	\$ 10,752	\$ 15,289
52400	In-service/Staff Development	\$ 32,666	\$ 55,936	\$ 27,973
Transportation (72710)				
42500	Gasoline	\$ 1,025	\$ 1,000	\$ -
51100	Vehicle Insurance	\$ 2,500	\$ 2,500	\$ -
72900	Transportation Equipment	\$ -	\$ 30,000	\$ -
Transfers Out (99100)				
50400	Indirect Costs	\$ 45,007	\$ 45,007	\$ 45,007
IDEA-B TOTAL:		\$ 1,157,067	\$ 1,339,822	\$ 1,052,505





IDEA PRESCHOOL



\$8,616

Overview

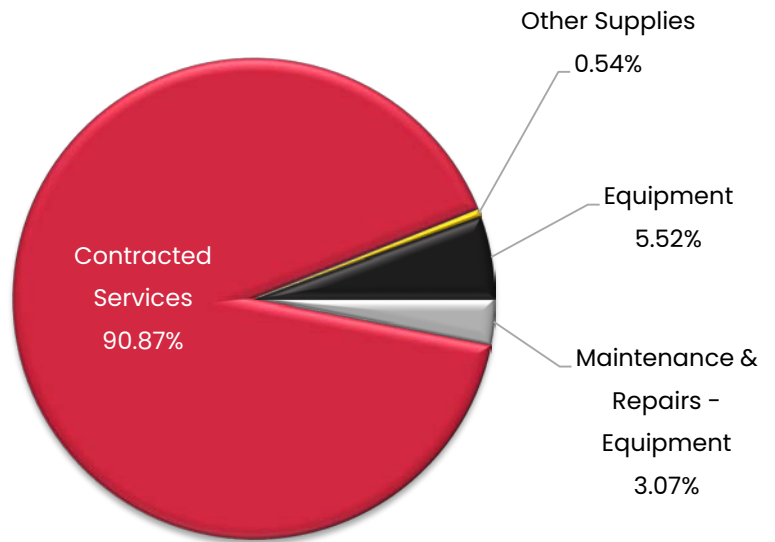
Federal funds provided for special education services to preschool students.

IDEA- PRESCHOOL

<u>Fund</u>	<u>Description</u>	<u>FY 2019</u>	<u>FY 2018</u>	<u>FY 2017</u>
		<u>Budget</u>	<u>Budget</u>	<u>Actual</u>
Special Education (71200)				
42900	Instructional Supplies & Materials	\$ 3,000	\$ 7,121	\$ 1,692
72500	Special Education Equipment	\$ 2,584	\$ 1,733	\$ 3,016
Support: Special Education (72220)				
39900	Other Contracted Services	\$ 216	\$ 1,067	\$ -
49900	Other Supplies & Materials	\$ 1,971	\$ 1,971	\$ 1,775
52400	In-service/Staff Development	\$ 520	\$ 525	\$ 1,080
Transfers Out (99100)				
50400	Indirect Costs	\$ 325	\$ 325	\$ 325
IDEA- DISCRETIONARY TOTAL:		\$ 8,616	\$ 12,742	\$ 7,888



SCHOOL NUTRITION



Overview

Aramark, an independent contractor, is responsible for all District cafeteria operations. All sales and USDA breakfast and lunch reimbursements are received directly by the District.

SCHOOL NUTRITION

REVENUES

<u>Acct</u>	<u>Description</u>	<u>FY 2019</u> <u>Budget</u>	<u>FY 2018</u> <u>Budget</u>	<u>FY 2017</u> <u>Actual</u>
43521	Lunch Income- Children	\$ 511,614	\$ 478,027	\$ 468,970
43522	Lunch Income- Adults	\$ 19,311	\$ 17,882	\$ 7,321
43523	Breakfast Income	\$ 39,614	\$ 28,644	\$ 27,671
43525	Ala Carte Sales	\$ 352,877	\$ 330,570	\$ 327,287
44170	Miscellaneous Refunds	\$ -	\$ -	\$ 1,368
47111	USDA Lunch	\$ 243,437	\$ 210,636	\$ 182,870
47113	USDA Breakfast	\$ 28,547	\$ 23,033	\$ 24,881
47112	USDA Commodities	\$ -	\$ -	\$ 49,844
47121	Miscellaneous - Other Revenue	\$ 6,000	\$ 7,000	\$ 7,866
49800	Transfers In	\$ 102,444	\$ 114,866	\$ 116,936
TOTAL NUTRITION REVENUES:		\$ 1,303,844	\$ 1,210,658	\$ 1,215,014

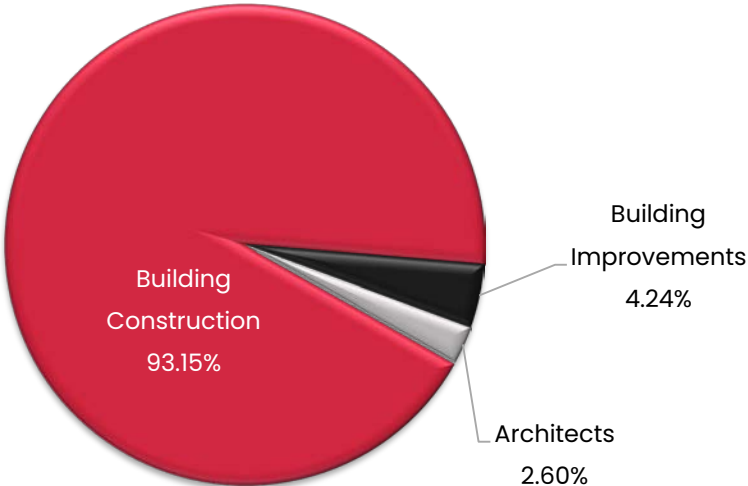
EXPENDITURES

<u>Acct</u>	<u>Description</u>	<u>FY 2019</u> <u>Budget</u>	<u>FY 2018</u> <u>Budget</u>	<u>FY 2017</u> <u>Actual</u>
33600	Maintenance & Repairs - Equipment	\$ 40,000	\$ 40,000	\$ 35,082
39900	Contracted Services	\$ 1,184,844	\$ 1,091,428	\$ 1,089,299
49900	Other Supplies	\$ 7,000	\$ 7,230	\$ 6,088
71000	Equipment	\$ 72,000	\$ 72,000	\$ 34,701
73100	USDA Commodities	\$ -	\$ -	\$ 49,844
TOTAL NUTRITION EXPENDITURES:		\$ 1,303,844	\$ 1,210,658	\$ 1,215,014

CAFETERIA FUND BALANCE:

\$ -	\$ -	\$ 0
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CAPITAL IMPROVEMENT



\$27,553,185

Overview

Sources to fund capital improvement projects come from the Shelby County Commission and from the City of Germantown through bond proceeds. Budgeted amounts include funds for building improvements (security enhancements, RES boiler) and the construction of a new elementary school and a district office.

CAPITAL IMPROVEMENT

REVENUES

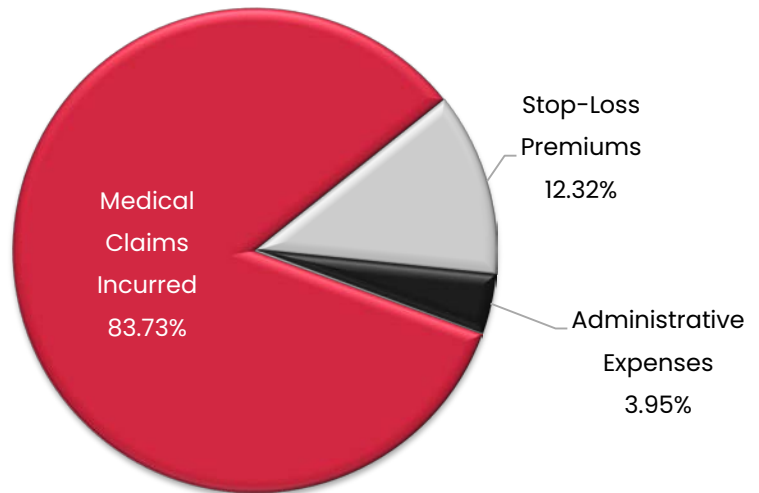
<u>Acct</u>	<u>Description</u>	<u>FY 2019</u> <u>Budget</u>	<u>FY 2018</u> <u>Budget</u>	<u>FY 2017</u> <u>Actual</u>
44190	County Commission	\$ 783,324	\$ 939,765	\$ 985,950
49100	Bond/Loan Proceeds	\$ 26,575,000	\$ 28,100,000	\$ 9,837,397
39000	Reserves	\$ 194,861	\$ 1,595,710	
TOTAL CAPITAL IMPROV. REVENUE:		\$ 27,553,185	\$ 30,635,475	\$ 10,823,347

EXPENDITURES

<u>Acct</u>	<u>Description</u>	<u>FY 2019</u> <u>Budget</u>	<u>FY 2018</u> <u>Budget</u>	<u>FY 2017</u> <u>Actual</u>
30400	Architects	\$ 600,000	\$ 1,455,922	\$ 155,418
70600	Building Construction	\$ 24,475,000	\$ 21,100,000	\$ 9,679,580
70700	Building Improvements	\$ 2,478,185	\$ 2,479,553	\$ 767,100
71500	Land and Improvements	\$ -	\$ 3,100,000	\$ -
72400	Site Development	\$ -	\$ 2,500,000	\$ -
TOTAL CAPITAL IMPROV. EXPENDITURES:		\$ 27,553,185	\$ 30,635,475	\$ 10,602,098
CAPITAL IMPROVEMENT FUND BALANCE:		\$ -	\$ -	\$ 221,249



HEALTH INSURANCE



\$4,560,020

Overview

During 20 pay periods of the year, employees, through payroll deduction, and the District make contributions to the health insurance fund to pay actual medical and pharmacy claims incurred during the year. Stop-loss insurance covers any claims above \$115,000. Contributions also cover any administrative expenses paid to third-party administrators and consultants.

HEALTH INSURANCE

REVENUES

<u>Acct</u>	<u>Description</u>	<u>FY 2019</u> <u>Budget</u>	<u>FY 2018</u> <u>Budget</u>	<u>FY 2017</u> <u>Actual</u>
42000	Employee Contributions	\$ 1,589,980	\$ 1,567,078	\$ 1,417,834
42100	Employer Contributions	\$ 2,962,040	\$ 2,909,517	\$ 2,602,688
42500	COBRA payments	\$ -	\$ -	\$ 4,541
42900	Other Income	\$ 8,000	\$ 3,000	\$ 8,258
44110	Interest income	\$ -	\$ -	\$ 4,863
TOTAL HEALTH INSURANCE FUND REVENUES:		\$ 4,560,020	\$ 4,479,595	\$ 4,038,184

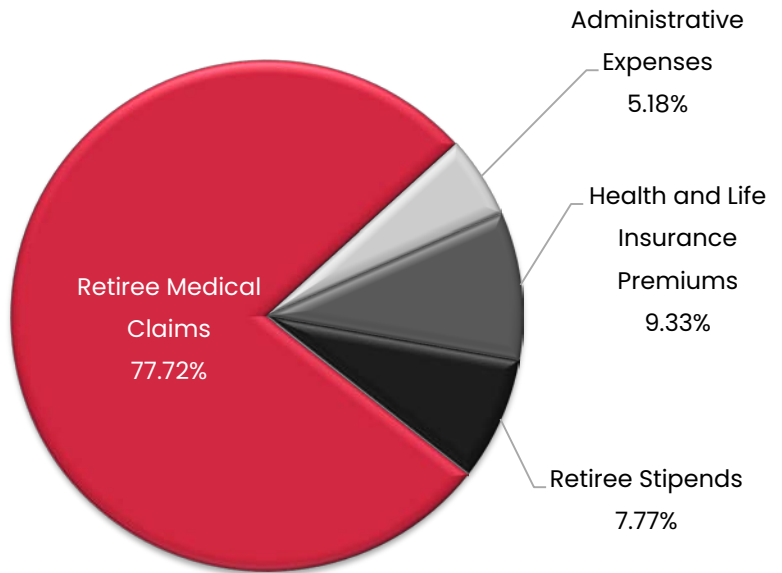
EXPENDITURES

<u>Acct</u>	<u>Description</u>	<u>FY 2019</u> <u>Budget</u>	<u>FY 2018</u> <u>Budget</u>	<u>FY 2017</u> <u>Actual</u>
28000	Medical Claims Incurred	\$ 3,818,020	\$ 3,737,595	\$ 3,345,850
28100	Stop-Loss Premiums	\$ 562,000	\$ 562,000	\$ 526,547
28200	Administrative Expenses	\$ 180,000	\$ 180,000	\$ 160,492
TOTAL HEALTH INSURANCE FUND EXPENDITURES:		\$ 4,560,020	\$ 4,479,595	\$ 4,032,889
HEALTH INSURANCE FUND BALANCE:		\$ -	\$ -	\$ 5,295



OPEB TRUST

\$386,000



Overview

The District and retirees participating in the health insurance plan make contributions to the Other Post-Employment Benefits (OPEB) trust during the year. Contributions cover actual retiree medical and pharmacy claims, retiree stipends to help cover premiums, certain health and life insurance premiums, custodial and investment management fees, and actuarial costs.

OPEB TRUST

REVENUES

<u>Acct</u>	<u>Description</u>	<u>FY 2019</u> <u>Budget</u>	<u>FY 2018</u> <u>Budget</u>	<u>FY 2017</u> <u>Actual</u>
42100	Employer Contributions	\$ 720,000	\$ 830,000	\$ 840,000
42200	Retiree Contributions	\$ 50,000	\$ 50,000	\$ -
44110	Investment Income	\$ 55,000	\$ 112,000	\$ 8,928
44111	Unrealized Gain/Loss on Investment	\$ 140,000	\$ -	\$ 5,156
TOTAL OPEB TRUST FUND REVENUES:		\$ 965,000	\$ 992,000	\$ 854,084

EXPENDITURES

<u>Acct</u>	<u>Description</u>	<u>FY 2019</u> <u>Budget</u>	<u>FY 2018</u> <u>Budget</u>	<u>FY 2017</u> <u>Actual</u>
28000	Retiree Stipends	\$ 30,000	\$ 20,000	\$ 13,050
28100	Retiree Medical Claims	\$ 300,000	\$ 350,000	\$ 399,024
28200	Administrative Expenses	\$ 20,000	\$ 20,000	\$ 17,717
28300	Health and Life Insurance Premiums	\$ 36,000	\$ 36,000	\$ -
TOTAL OPEB TRUST FUND EXPENDITURES:		\$ 386,000	\$ 426,000	\$ 429,790
OPEB TRUST FUND BALANCE:		\$ 579,000	\$ 566,000	\$ 424,293

Master Lease Agreement No. 426 dated as of June 19, 2015, ("Agreement"), by and between, Apple Inc., as "Lessor", and City of Germantown, as "Lessee" with its principal address at 1930 Germantown Road South, Germantown, TN 38138.

DEFINITIONS: Unless the context otherwise clearly requires, the following terms shall have the respective meanings set forth below for all purposes this Agreement and of each Schedule:

Agreement - this master lease agreement.

Code - Internal Revenue Service Code of 1986 as amended from time to time.

Contractor - any manufacturer or vendor of the System.

Damaged Equipment - Equipment that is lost, stolen or damaged.

Damages - means any injuries, damages, penalties, claims or losses, including reasonable legal expenses, incurred by you or any other person caused by the transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the System.

Day - a calendar day unless otherwise specified.

Documents - each Lease, any documents relative to the acquisition of the System and any other documents required to be delivered in connection with each Lease.

Escrow Account - an account from which the cost of the System is to be paid.

Equipment - all items of personal property described in the applicable Schedule and subject to this Agreement.

Equipment Location - the place where you have represented that all items of personal property described in the applicable Schedule and subject to this Agreement will be located.

Lease - this Agreement and a Schedule.

Lease Term - the time period listed in the applicable Schedule.

Lessor Equipment - Equipment manufactured or assembled by Lessor.

Net Book Value - (i) any and all amounts which may be due and payable by you to us under the Lease, plus (ii) the present value of all Rent payments remaining through the end of the Lease Term discounted at the lesser of 4% or the highest rate allowed by law plus (iii) our reasonable estimate of the fair market value of like equipment as of the end of the Lease Term.

Other Equipment - Equipment not manufactured, assembled, or distributed by Lessor.

Product Warranty - any express product warranty from Lessor.

Rent - payments payable by the Lessee to Lessor for the acquisition of the System as shown in the applicable Schedule.

Schedule - any lease schedule under this Agreement signed by you and accepted by us.

Software - means any operating systems or application programs described in the applicable Schedule and subject to this Agreement.

System - Equipment or Software, or both, in the applicable Schedule.

System Cost - cash price of Equipment and fee for Software license.

We, Us, and Our - Lessor or our agent.

You and Your - Lessee or your agent.

Other capitalized terms not otherwise defined in this Agreement are defined in the Schedule.

TERMS AND CONDITIONS

1. LEASE OF SYSTEM. By execution of this Agreement alone, neither you nor we have made a commitment to lease any System. The execution of a Schedule, which incorporates the terms and conditions of this executed Agreement shall constitute a commitment to lease the System. You hereby represent and warrant that the System and the Contractor have been selected by you in compliance with all applicable laws, codes, ordinances, regulations, and policies, including but not limited to, any solicitation of competitive pricing and/or bidding requirements, governing your acquisition (by exercise of any applicable purchase option), use, leasing, and/or rental of equipment or payment of software license fees. You further represent and warrant that we shall have no responsibility in connection with the selection of the Equipment or the Software, the ordering of the Equipment or the Software, its suitability for the use intended by you, your compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Contractor or the Contractor's sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver, install, or maintain the Equipment or the Software for your use. You shall order the System from the appropriate Contractor.

ESCROW AGREEMENT. If upon agreement by both you and us as to any System to be acquired by us and leased by you under this Agreement, you and we enter into an escrow agreement with an escrow agent establishing an Escrow Account from which the cost of the System is to be paid (a) you and we shall immediately complete and execute a Schedule relating to the System; (b) the amount deposited by us into the Escrow Account shall be repaid by the Rent payable under the related Schedule; and (c) the Rent relating to the System shall have an aggregate principal component equal to the amount of our deposit into the Escrow Account and shall be due and payable as provided in the related Schedule commencing upon the deposit of funds by us into the Escrow Account. You acknowledge and agree that no disbursements shall be made from an Escrow Account except for portions of the System that are operationally complete and functionally independent and that may be fully utilized by you without regard to whether the balance of the System is delivered and accepted.

2. LEASE. You shall advise us in writing of your desire to lease the System, a description of the System, the cost of the System, the Contractor supplying the System, the expected System operational date, the desired lease terms, and any additional information we may require. If we, in our sole discretion, determine the proposed System may be subject to a Lease hereunder, we shall advise you of our acceptance of your request and the conditions of our acceptance. Upon your receipt of the invoices for the System from the Contractor, you will forward those invoices immediately to us and we will furnish you with a proposed Schedule. Subject to the terms of this Agreement, you agree to lease from us the Equipment, and, if applicable, finance any software license fee for any Software, and delivery and installation costs described in each Schedule, when we accept the Schedule at our office. Each Schedule will incorporate the terms, conditions, and provisions of this Agreement and will constitute a separate Lease.

3. INVOICE PAYMENT OR REIMBURSEMENT. We shall have no obligation whatsoever to make any payment to a Contractor or reimburse you for any payment you made to a Contractor for the System until five (5) business days after we have received all of the following in form and substance satisfactory to us in our sole discretion: (a) a Schedule executed by a person duly authorized by your governing board; (b) a written notice from you of acceptance of the System; (c) a resolution or evidence of other official action taken by or on behalf of your governing board to authorize the acquisition of the System on the terms provided in the Schedule; (d) evidence of insurance with respect to the System in compliance with Section 14 of this Agreement; (e) Contractor invoice and/or bill of sale relating to the System and if such invoice has been paid by Lessee, evidence of payment thereof

ORIGINAL

and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) an Opinion of Counsel; and (g) any other documents, items, or information required by us.

4. DELIVERY AND ACCEPTANCE OF SYSTEM. Acceptance of the System shall occur immediately upon delivery. When you receive the System, you agree to inspect it and to verify in writing such information as we may require. Delivery and installation costs are your responsibility unless otherwise agreed to in advance with us and the Contractor of the System. If you signed a purchase contract for the System, by signing the Schedule you assign your rights, but none of your obligations under it, to us.

5. RENT. You agree to pay us Rent (plus applicable taxes) in the amount and frequency stated on each Schedule. If your Rent payments are due in advance, your first Rent payment is due on the date you accept the System or on the date of our deposit into an Escrow Account. We will advise you as to (a) the due date of each Rent payment, and (b) the address to which you must send your payments. Rent is due whether or not you receive an invoice from us. You authorize us to change the Rent by not more than 15% due to changes in the Equipment configuration which may occur prior to our acceptance of the Schedule. We will send you a copy of such changes. Restrictive endorsements on checks you send to us will not reduce your obligations to us. **Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.**

NON-APPROPRIATION OF FUNDS. You intend to remit and reasonably believe that moneys in an amount sufficient to remit all Rent and other payments can and will lawfully be appropriated and made available to permit your continued utilization of the Systems leased under all Leases and the performance of its essential function during the Lease Terms. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the Rent to become due in such fiscal period. We acknowledge that appropriation of moneys for Rent is a governmental function which you cannot contractually commit yourself in advance to perform and this Agreement or any Lease resulting from this Agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on your tax or general revenues. In the event that your governing board does not approve an appropriation of funds at any time during the Lease Term for the payment of Rent and other payments if any due and to become due for a fiscal year during the Lease Term for the System subject to the Lease you shall have the right to return the System in accordance with Section 18 of this Agreement and terminate the Lease on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of Rent for which funds shall have been appropriated and budgeted. At least thirty (30) Days prior to the end of your fiscal year, your chief executive officer (or legal counsel) shall certify in writing that (a) despite your utilization of best efforts to obtain sufficient appropriations, funds have not been appropriated for the fiscal period, and (b) you have exhausted all funds legally available for the payment of Rent. You acknowledge and agree that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the System with other substantially identical property. To the extent permitted by applicable law, you acknowledge and agree not to utilize the non-appropriation provision for such purposes.

6. UNCONDITIONAL OBLIGATION. EXCEPT AS PROVIDED IN THE SECOND PARAGRAPH OF SECTION 5 "NON- APPROPRIATION OF FUNDS," YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR THE FULL LEASE TERM EVEN IF THE SYSTEM IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR ANY REASON WHATSOEVER.

7. DISCLAIMER OF WARRANTIES. THE SYSTEM IS BEING LEASED TO YOU IN AS-IS CONDITION (which is the condition of the System at the time of acceptance). NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THE LEASE. YOU AGREE THAT YOU HAVE SELECTED THE SYSTEM BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. EXCEPT AS PROVIDED IN OUR WRITTEN PRODUCT WARRANTY, WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE SYSTEM'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. You are aware that we manufactured and/or assembled the Lessor Equipment and will contact us for a description of your warranty rights with respect to Lessor Equipment. You agree to settle any dispute you may have regarding performance of the Lessor Equipment directly with us and not make any claim against the Rent due any new owner described in Section 21. You agree to continue to pay such new owner all Rent and other payments even if you have a dispute with us regarding the Lessor Equipment. Nothing in this Agreement or in any Schedule shall relieve us of any obligations which we may have as the manufacturer or the distributor of the Lessor Equipment including, without limitation, the obligations outlined in the Product Warranty. You acknowledge and agree that the Product Warranty is a separate agreement between you and us and not a part of this Agreement. You are also aware of the name of the manufacturer of Other Equipment and the name of the Software licensor. You agree to contact the manufacturer of the Other Equipment or the licensor of the Software for a description of your warranty rights. Provided you are not in default under the Lease, you may enforce all of the warranty rights directly against the manufacturer of the Other Equipment or the licensor of the Software, as the case may be. You agree to settle any disputes you may have regarding performance of the Other Equipment or the Software directly with the manufacturer of the Other Equipment or the licensor of the Software, as the case may be, and not make any claim against the Rent due us or any new owner described in Section 21. You agree to continue to pay us (or such new owner) all Rent and other sums which may be due and payable even if you have a dispute with any manufacturer of the Equipment or the licensor of the Software, including, without limitation, such manufacturer's or licensor's bankruptcy.

8. TITLE AND SECURITY INTEREST. If the Schedule 1) indicates the purchase option is a fair market value purchase option, then THIS IS A "TRUE LEASE", and the system is and shall remain our sole property during the lease term; or 2) the Schedule indicates the purchase option is for a nominal or fixed amount, then you shall have title to the Equipment immediately upon acceptance and shall be deemed to be the owner of the Equipment as long as you are not in default under the Lease. Unless you are in default under the Lease, or an event of non-appropriation has occurred, you shall have the right to peacefully possess and use the System during the Lease Term. To secure all of your obligations to us under the Lease you hereby grant us a first priority purchase money security interest in (a) the Equipment to the extent of your interests (if any) in the Equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, (d) any money from an insurance claim if the Equipment is lost or damaged, (e) your rights under each agreement for the licensing of Software; (f) the System. You agree that the security interest will not be affected if this Agreement or any Schedule is changed in any way. You authorize us to file financing statements in order for us to publicly record our title to the Equipment or our security interest. If allowed by the laws of the state where you are located and if we request, you agree to sign financing statements in order for us to publicly record our title to the Equipment or our security interest. You hereby appoint us as your true lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us with the same force and effects as if you have signed such financing statements. The Lease or a copy of the Lease shall be sufficient as a financing statement and may be filed as such.

9. USE, MAINTENANCE AND REPAIR. You will not move the System from the Equipment Location without our advance written consent except that any System that has been designed by nature to be a movable piece of technology (such as laptop computers) may be moved within the continental United States without a written consent from the Lessor. In order to facilitate the use of the Equipment by students and/or faculty members of Lessee's organization ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the System is not (i) used for any illegal activity or private business purposes, or (ii) used by anyone other than Authorized Users; (b) Lessee shall not (i) sub-lease, rent or sell any System (in whole or in part) to any Authorized User, and (c) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with Section 14 herein, (ii) payment of any applicable property taxes on the System, and (iii) return of the System to Lessor in the event of Lessee's default or non-appropriation hereunder. You will give us reasonable

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access to the Equipment Location so that we can check the System's existence, condition and proper maintenance. You will use the System in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, subject to any applicable written warranties, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the Lease. You will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

10. TAXES. You agree that you will pay us, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to each Lease and the Equipment (excluding taxes based on our net income). You acknowledge and agree that (i) the Equipment is and shall remain our sole property during the Lease Term, and (ii) as the owner of the Equipment, we may be required to pay property taxes assessed against the System. Although you may be exempt from the direct obligation to pay of property taxes, you agree that (a) you will, at our sole discretion, either (1) reimburse us, when invoiced, for all taxes (including any sales, use and personal property taxes), fines, interest and penalties we are assessed relating to each Lease and the System (excluding taxes based on our net income), or (2) remit to us each month our estimate of the monthly equivalent of such taxes to be assessed, (b) you agree to pay us for the loss of any income tax benefits caused by your actions, and (c) should an increase in the federal corporate income tax rate or a change in the "accelerated cost recovery deductions" allowed by the Internal Revenue Code of 1986, as amended, adversely affect our after-tax earnings or cash flows, you agree that we may increase the Rent and other amounts due under each Lease to offset any such adverse effect. We do not have to contest any tax assessments.

11. CLAIMS. Inasmuch as our sole responsibility in connection with this Agreement and any subsequent Lease under the Agreement is to provide financing for the acquisition of the System, it is the intent of the parties that we incur no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the System. You hereby acknowledge and agree that we are not responsible (except for our obligations as outlined in the Product Warranty, as manufacturer and/or assembler of Lessor Equipment, or to the extent caused solely by our intentional or negligent acts or omissions) for any Damages. You agree that you shall not bring or make any claim, lawsuit or action against us and shall reimburse us for and defend us against any claims for any Damages even after the Agreement and each Schedule has expired for acts or omissions which occurred during the Lease Term.

12. IDENTIFICATION. You authorize us to insert missing or correct information on the Lease, including, without limitation, your official name, serial numbers and any other information describing the System. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.

13. LOSS OR DAMAGE. You are responsible for any loss of or Damages to the System from any cause at all, whether or not insured, from the time the System is delivered to you until it is returned to us. If any item of the Equipment is Damaged Equipment you will notify us in writing within fifteen (15) Days of such event. Within fifteen (15) Days after the date you have notified us of such event, at our option, you will either: (a) repair the Damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, while continuing to pay the Rent on a current basis; or (b) while continuing to pay the Rent on a current basis replace the Damaged Equipment at your sole cost and expense with equipment, conveyed and granted to us by you, with marketable title, free and clear of any liens, claims or encumbrances of any kind or nature whatsoever, and having substantially similar manufacturer's specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to our approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment and shall be our property; or (c) pay us an amount equal to the Net Book Value of the Damaged Equipment and continue the Lease for the non-Damaged Equipment with Rent equivalent to the product of the total original cost of the non-Damaged Equipment divided by the cost of the System multiplied by the amount of the original Rent. Provided you are not in default or an event of non-appropriation has not occurred under the Lease, we will apply any insurance proceeds which we receive for Damaged Equipment to the cost of repair or replacement of the Damaged Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

14. INSURANCE. You agree to (a) keep the System fully insured against loss, naming us and our assigns as loss payee under any commercial or self-insurance plan you may have insuring the System against loss, and (b) obtain a general public liability insurance policy (or suitable program of self-insurance) covering both personal injury and property damage in amounts not less than we may tell you, naming us and our assigns as additional insured, until you have met all of your obligations under the Lease. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 30 Days prior to the date set for cancellation. Upon our request, you agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 Days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the System at your sole expense. You will pay all insurance premiums and related charges. You may request to provide self-insurance on our interest in the System. Approval of such self-insurance shall be subject to such terms and conditions as may be required by us in our sole discretion.

15. DEFAULT. You will be in default under this Agreement if any of the following happens: (a) you fail to pay any Rent or other payment due under any Lease within 10 Days after its due date, or (b) you fail to perform or observe any other promise or obligation in the Lease and do not correct the default within 10 Days after we send you written notice of default, or (c) any representation, warranty or statement you have made in the Lease shall prove to have been false or misleading in any material respect, or (d) any insurance carrier cancels or threatens to cancel any insurance on the System, or (e) the System or any part of it is abused, illegally used, or misused, or (f) the System or any part of it is lost, destroyed, or damaged beyond repair and remains unrecured in accordance with Section 13, or (g) a petition is filed by or against you under any bankruptcy or insolvency laws, or (h) you default on any other agreement between you and us (or our affiliates), or (i) you fail to obtain insurance as required in Section 14.

16. REMEDIES. Upon the occurrence of a default, we may, in our sole discretion, do any or all of the following (without limiting any other rights or remedies available to us): (a) provide written notice to you of default; (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable under any and all Leases, (i) any and all amounts which may be then due and payable by you under the Leases, plus (ii) all Rent payments remaining through the end of the then current fiscal year. We have the right to require you to remove all proprietary data from the System, holding us and any subsequent owner described in Section 21 or their assigns harmless if you fail to do so. If you fail to deliver the System as required by Section 18, you will make the System available to us for repossession during reasonable business hours or we may repossess the System, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the System repossessed. You will not make any claims against us or the System for trespass, damage or any other reason. You acknowledge and agree that we are the owner of the Equipment and, if we take possession of the Equipment, we may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. You agree that (a) we have no obligation to sell the Equipment, and (b) if we do sell the Equipment we have no obligation to pay any proceeds of such sale to you. You agree (a) to the extent funds are appropriated by you, to pay all of the costs we incur to enforce our rights against you, including attorney's fees, and (b) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default. Notwithstanding anything contained in this Section 16 or Section 15 above, if we have assigned our rights in any Lease(s) we shall not have the right to exercise the remedies stated herein for such Lease(s) and the decision whether to exercise any or all of the remedies stated herein shall be in the sole and absolute discretion of the party assigned such Lease(s).

17. YOUR OPTIONS AT END OF LEASE. TRUE LEASE: In the case of a true lease as indicated in the Schedule, provided you are not in default, and an event of non-appropriation has not occurred, upon expiration of a Lease you shall have the option to (a) with at least ninety (90) Days advance written notice to us, purchase all but not less than all of the System for its then fair market value as determined by us in our sole discretion, or (b) with at least ninety (90) Days advance written notice to us, and subject to our approval, re-lease the System for one additional 12 month term at the fair market rental

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value, as determined by us in our sole discretion, or (c) if the applicable Lease provides for Rent to be paid on a monthly basis, with advance written notice provided to us no later than 90 Days (but no earlier than 120 Days) prior to the end of the Lease Term, or, if the applicable Lease provides for Rent to be paid on a quarterly or annual basis, with advance written notice provided to us no later than 90 Days (but no earlier than 180 Days) prior to the end of the Lease Term, return the System to us in accordance with Section 18. If you fail to notify us in writing within the time specified above as to which option you have chosen, the Lease shall automatically renew for a term of ninety (90) Days (the "Renewal Term") at the same Rent payable during the Lease Term. The Lease Term shall thereafter be automatically and continually renewed for additional Renewal Terms. You agree to continue making Rent payments to us until (a) you provide us with such advance written notice and (b) the Lease has continued in full force and effect for three additional Renewal Terms thereafter. If you elect to purchase the System, upon payment of the agreed upon price including all sales and other applicable taxes, we will transfer the System to you AS IS-WHERE IS, WITHOUT ANY REPRESENTATION OR WARRANTY. If you elect to renew the Lease, Rent shall accrue from the first day following expiration of the Lease Term and shall be payable in accordance with the terms of the renewal. Upon payment of all amounts due under the Lease, you will have a continuing right to use the Software in accordance with the terms of the applicable software license agreement(s). **\$1.00 PURCHASE OPTION:** In the case of a \$1.00 purchase option lease, as indicated in the Schedule, provided you are not in default, upon expiration of the lease term you have the option to purchase all but not less than all of the System for \$1.00.

18. RETURN OF SYSTEM. If (a) a default occurs, (b) a non-appropriation of funds occurs in accordance with Section 5, or (c) you do not purchase the Equipment at the end of the Lease Term, or (c) you do not purchase the Equipment at the end of the Lease Term, at your sole cost you will immediately return the System (including all copies of the Software free of any proprietary data), manuals, and accessories to any location and aboard any carrier we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 9, and in "Average Saleable Condition." "Average Saleable Condition" means the System is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings other than those placed at our request. You will pay us for any missing or defective parts or accessories and for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement, deliver the Equipment in Average Saleable Condition or for damages incurred in shipping and handling. You will continue to pay Rent until the System is accepted by us. Our acceptance of the System shall occur fifteen (15) Days after delivery unless we reject the Equipment for good cause within such fifteen (15) Day period.

19. YOUR REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant to us that as of the date of each Lease, and throughout each Lease Term: (a) you are the entity indicated as Lessee in the Lease and that is your official legal name; (b) you are a State or a fully-constituted political subdivision or agency of the State in which you are located; (c) you are duly organized and existing under the Constitution and laws of the State in which you are located; (d) you are authorized to enter into and carry out your obligations under the Documents; (e) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, codes, ordinances, regulations, and policies; (f) any person signing the Documents has the authority to do so, is acting with the full express authorization of your governing body, and holds the offices indicated below his or her signature, which is genuine; (g) the System is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (h) you intend to use and own the System for the entire Lease Term and shall take all necessary action, in accordance with the second paragraph of Section 5, to include in your annual budget any funds required to fulfill your obligations for each fiscal year during each Lease Term; (i) you have complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease and the acquisition of the System; (j) your obligations to remit Rent under each Lease constitutes a current expense and not a debt under applicable state law. No provision of the Lease constitutes a pledge of your tax or general revenues, and any provision which is so construed by a court of competent jurisdiction is void from the inception of the Lease; (k) all payments due and to become due during your current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the System; (l) all payments due and to become due during your current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the System; and (m) you shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Rent payment to become includable in our gross income for Federal income taxation purposes under the Code; (n) you shall comply with the information reporting requirements of Section 149(e) of the Code (such compliance shall include, but not be limited to, the execution of Forms 8038-G or 8038-GC information returns as appropriate); and (o) all financial information you have provided to us is true and accurate and provides a good representation of your financial condition.

20. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of each Lease you will take any action we reasonably request to protect our rights in the System and to meet your obligations under the Lease.

21. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE SYSTEM, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE SYSTEM, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS AGREEMENT. You will not attach any of the Equipment to any real estate. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the System is located to waive any rights they may have in the System. We may, without notifying you, sell, assign, or transfer our rights, but none of our obligations, under any Lease and our interests in the System. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us, the System, or the manufacturer or licensor of the Other Equipment or Software. However, any such assignment, sale, or transfer of the Lease or the System will not relieve us of any obligations we may have to you under the Lease. If you are given notice of a new owner of a Lease, you agree to respond to any requests about the Lease and, if directed by us, to pay the new owner all Rent and other amounts due under the Lease.

22. COLLECTION EXPENSES, OVERDUE PAYMENT, EARLY TERMINATION. You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by the Lease, and our expenses will be in addition to of the Rent which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment or \$22, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. If you so request and we permit the early termination of the Lease (for reasons other than non-appropriation pursuant to Section 5), you agree to pay a fee for such privilege.

23. AGREED LEASE RATE. You understand that the Equipment may be purchased (and the Software licensed) for System Cost or it may be leased. By signing the Lease, you acknowledge that you have chosen to lease the System from us for the Lease Term and that you have agreed to pay Rent. We both intend to comply with all applicable laws. If it is determined that your payments (or any portion thereof) under the Lease constitute interest, and as such, result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will we charge or receive or will you pay any amounts in excess of the legal amount.

24. MISCELLANEOUS. Each Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN EACH LEASE.** If a court finds any provision of this Agreement or any Schedule to be unenforceable, the remaining terms of the Lease shall remain in effect. **EACH LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC").** You authorize us or our agent to (a) obtain credit reports, (b) make such other credit inquiries as we may deem

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necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of up to \$100 per Lease to cover our documentation, filing, and investigation costs. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided, however*, that only counterpart one shall constitute the original for each Lease for purposes of the sale or transfer of a Lease as chattel paper as provided in such Lease.

25. NOTICES. All written notices to each other must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Schedule, or by facsimile transmission, with oral confirmation of receipt. At any time after this Agreement is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.

26. WAIVERS. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to your rights to: (a) cancel or repudiate this Agreement or any Lease; (b) revoke acceptance of the System; (c) recover damages from us for any breach of warranty or for any other reason (other than any obligations which we may have to you under the terms of the Product Warranty for the Lessor Equipment, or as manufacturer and/or assembler of Lessor Equipment, or to the extent caused solely by our intentional or negligent acts or omissions); and (d) grant a security interest in any System in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which may limit or modify any of our rights or remedies. **ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT.** We will not be liable for specific performance of any Lease or for any losses, damages, delay or failure to deliver the System.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT AND ANY SCHEDULES SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT OR A SCHEDULE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AND WE AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF EACH LEASE. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE. YOU AGREE THAT THE SYSTEM WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION YOU HAVE GIVEN IN THIS AGREEMENT, ANY SCHEDULES AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNLESS AND UNTIL WE EXECUTE THIS AGREEMENT. THIS AGREEMENT AND ALL SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE YOU ARE LOCATED WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF. YOU AGREE TO THE JURISDICTION AND VENUE OF THE FEDERAL COURTS IN THE STATE WHERE YOU ARE LOCATED.

LESSOR: APPLE INC.

BY: _____

TITLE: _____

DATE: _____


Paul Henderson
Group Manager

Commercial Lending

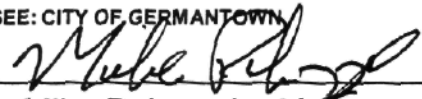
LESSEE: CITY OF GERMANTOWN

BY: _____

TITLE: _____

DATE: _____

FED TAX ID#: _____


Mike Palazzolo, Mayor

City: 62-6014996/School: 46-4230642

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**Amendment No. 001 to Schedule 157 to Master Lease Agreement No. 426 dated June 19, 2015
by and between City of Germantown as Lessee and Apple Inc. as Lessor**

The terms and conditions of Schedule 157 to Master Lease Agreement No. 426 are hereby modified and amended as follows for the purposes of Schedule 157:

1. In Master Lease Agreement Definitions Section: Delete "Escrow Account – an account from which the cost of the system is to be paid."
2. In Master Lease Agreement Section 1: Delete the second paragraph in its entirety.
3. In Master Lease Agreement Section 3: Delete "(f) an Opinion of Counsel, and (g)", and insert "and (f)".
4. In Master Lease Agreement Section 11: In line 6, after "against us and" insert "to the extent permitted by Tennessee law".
5. In Master Lease Agreement Section 12: Delete the first and second sentences.
6. In Master Lease Agreement Section 15: In line 3, after "default," add "provided, however, that in the event the nature of Lessee's default is such that the same is impossible of cure within said ten day period, Lessee shall not be in default so long as Lessee diligently and continuously pursues the cure of default and such default is in fact cured within 60 days,".
7. In Master Lease Agreement Section 16: In line 4, after "System," insert "to the extent permitted by Tennessee law".
8. In Master Lease Agreement Section 17: Delete the last sentence.
9. In Master Lease Agreement Section 19: In paragraph (g): after the words "function by you" add "and authorized users"; after "only by you and" add "authorized users".
10. In Master Lease Agreement Section 21: In the first sentence, after "POSSESSION OF THE SYSTEM" add "EXCEPT FOR THE POSSESSION OF AUTHORIZED USERS,".
11. In Master Lease Agreement Section 26: In the second to last sentence: after "applicable law," insert "and specifically excepting any provision of the Tennessee Governmental Tort Liability Act, T.C.A. Section 29-20-101 et seq.,"; after "BREACH OF WARRANTY" delete "OR INDEMNITY"; after "CAUSED IT" insert ", except and to the extent such action is brought under and according to the terms of the purchased AppleCare Protection Plan".

All other terms and conditions of Master Lease Agreement No. 426 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the latest date set forth below.

LESSOR:
APPLE INC.

BY: _____

NAME: Paul Henderson
Group Manager

TITLE: Commercial Lending

DATE: 6/23/15

LESSEE:
CITY OF GERMANTOWN

BY: _____

NAME: Mike Palazzolo

TITLE: Mayor

DATE: 6/22/15

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AFS Education Finance

Schedule # 157
Master Lease Agreement # 426

LESSOR: APPLE INC.
23801 Calabasas Road, Suite 101
Calabasas, CA 91302

LESSEE: CITY OF GERMANTOWN
1930 Germantown Road South
Germantown, TN 38138

EQUIPMENT SCHEDULE

Apple personal computers and other equipment. The final Rent amount will be amended, if necessary, as determined by the final Equipment cost, by Lessor using the rate factor stated below. The Equipment configuration will be determined by invoices presented from Apple Inc., which will be described in the Certificate of Acceptance. The Equipment consists of the following:

Part #	Description	Qty	Price	Extended Price
BL402LL/A	MacBook Air 5-pack (13-inch/1.6GHz i5/4GB/128GB flash storage/Intel HD Graphics 6000) (Part Number: MJVF2LL/A) (Total Units: 350) AppleCare Protection Plan - 11-inch and 13-inch MacBook Air/13-inch MacBook Pro/12-inch MacBook - Auto Enroll (Part Number: S3130LL/A) (Total Units: 350)	70	5,505.00	385,350.00
			TOTAL	\$385,350.00

TRANSACTION TERMS:

RENT:	\$115,566.47 per Year (Tax Exempt)	Equipment Cost:	\$385,350.00
PAYABLE:	Yearly in Advance	e-Waste:	\$0.00
ADVANCE RENT:	N/A	Taxes:	\$0.00
ADVANCE RENTAL/	N/A	TOTAL:	\$385,350.00

DOWNPAYMENT

EQUIPMENT PURCHASE OPTION at END of LEASE:

\$1.00 Fair Market Value Other:

LEASE TERM: 36 Months (commencing July 1, 2015)

EQUIPMENT LOCATION: (IF DIFFERENT FROM LESSEE ADDRESS ABOVE) 6685 Poplar Avenue, Suite 202, Germantown, TN 38138

LESSEE CONTACT/TELEPHONE: Autumn Enochs, 901-752-7900, autumn.enochs@gmsdk12.org

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS IN THE MASTER LEASE AGREEMENT BETWEEN LESSOR AND LESSEE IDENTIFIED ABOVE.

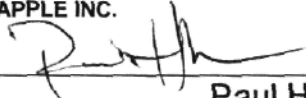
IMPORTANT:

READ BEFORE SIGNING. THE TERMS OF THIS SCHEDULE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. THIS SCHEDULE INCORPORATES THE TERMS OF THE ABOVE IDENTIFIED MASTER LEASE AGREEMENT. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN SCHEDULE OR THE MASTER LEASE AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS SCHEDULE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE. THIS SCHEDULE IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS SCHEDULE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS SCHEDULE WAS SIGNED. THIS SCHEDULE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS SCHEDULE. THIS SCHEDULE WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN LOS ANGELES COUNTY, CALIFORNIA.

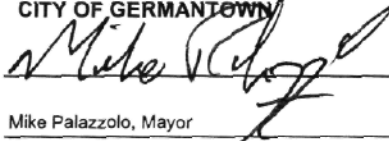
ACCEPTED BY:

LESSOR: APPLE INC.

BY: 
NAME & TITLE: Paul Henderson
Group Manager
Commercial Lending
DATE: June 19, 2015

PROPOSED BY:

LESSEE: CITY OF GERMANTOWN

BY: 
NAME & TITLE: Mike Palazzolo, Mayor
DATE: June 19, 2015 FED. TAX ID#: City: 62-6014996
School: 46-4230642

ORIGINAL

AFS Education Finance

Certificate of Acceptance for
Schedule # 157
Master Lease Agreement # 426

LESSOR: APPLE INC.
23801 Calabasas Road, Suite 101
Calabasas, CA 91302

LESSEE: CITY OF GERMANTOWN
1930 Germantown Road South
Germantown, TN 38138

LEASED EQUIPMENT		
PART #	EQUIPMENT MODEL & DESCRIPTION	QTY
BL402LL/A	MacBook Air 5-pack (13-inch/1.6GHz i5/4GB/128GB flash storage/Intel HD Graphics 6000) (Part Number: MJVF2LL/A) (Total Units: 350) AppleCare Protection Plan - 11-inch and 13-inch MacBook Air/13-inch MacBook Pro/12-inch MacBook - Auto Enroll (Part Number: S3130LL/A) (Total Units: 350)	70

THE UNDERSIGNED, THROUGH ITS AUTHORIZED REPRESENTATIVE, CERTIFIES TO APPLE INC. THAT:

- AS OF 7-5-15, THE EQUIPMENT HAS BEEN DELIVERED TO THE LOCATION WHERE IT WILL BE USED, WHICH IS THE EQUIPMENT LOCATION GIVEN IN THE LEASE.
- THE EQUIPMENT HAS BEEN INSPECTED AND IT IS (a) COMPLETE, (b) PROPERLY INSTALLED, (c) FUNCTIONING, AND (d) IN GOOD ORDER.
- THE UNDERSIGNED ACCEPTS THE EQUIPMENT FOR ALL PURPOSES UNDER THE LEASE AS OF THE DATE OF THIS CERTIFICATE. THE RENT COMMENCEMENT DATE SHALL BE JULY 1, 2015.
- THE UNDERSIGNED IS NOT IN DEFAULT UNDER THE LEASE, AND ALL ITS STATEMENTS AND PROMISES IN THE LEASE ARE TRUE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN SCHEDULE NO. 157, THIS CERTIFICATE OF DELIVERY AND ACCEPTANCE AMENDS AND SUPERSEDES THE SCHEDULE AND IS HEREBY INCORPORATED BY REFERENCE THEREIN. THIS CERTIFICATE OF DELIVERY AND ACCEPTANCE AMENDS EQUIPMENT SCHEDULE NO. 157 TO THE EXTENT OF THE INFORMATION HEREIN CONTAINED.

LESSEE: CITY OF GERMANTOWN

BY: 

TITLE: Mayor Mike Palazzolo

DATE: 6/19/15

**INTERLOCAL AGREEMENT FOR
STUDENT TRANSPORTATION ASSISTANCE**

This Agreement is made and entered into by and between the Collierville Schools Board of Education (“Provider”), a public school district, located at 146 College Street, Collierville, TN 38017 and Town of Arlington Board of Education, Bartlett City Board of Education, Lakeland School System Board of Education, and the City of Germantown Board of Education, (the “Districts” or the “Boards”).

WITNESSETH:

WHEREAS, pursuant to Tennessee Code Annotated §7-51-908, the Parties are authorized to contract among themselves for matters concerning education; and

WHEREAS, the Parties are in need of Student Transportation services in order to serve their present and future needs; and

WHEREAS, the Collierville Schools Board of Education has a Student Transportation staff with sufficient qualifications to provide those services to the Board; and

WHEREAS, the Parties have agreed to enter into this Agreement to effect the purposes stated herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the Collierville Schools Board of Education (the “Provider”) and the Boards agree as follows:

1. Purpose – The purpose of this Agreement is to authorize the Provider to deliver Student Transportation services to the Districts in exchange for consideration under the following terms and conditions.
2. Designated Representatives – To implement this Agreement, each Party’s Director of Schools or their designee shall be that Party’s representative with regard to their respective Districts’ Student Transportation needs and all other matters pertaining to those services provided pursuant to this Agreement. Such designees, hereinafter collectively referred to as the “Directors,” shall serve as the point of contact for the Provider, the Provider’s Director, and all Student Transportation personnel concerning disputes regarding the terms of this Agreement or any services provided hereunder.
3. Services – The Provider shall cause its Student Transportation personnel (“Student Transportation Personnel”) to deliver the Student Transportation (the “Services”) outlined on Attachment A to the Districts pursuant to applicable federal, state and local laws, codes, rules and regulations.
4. Third-Party Contract(s) – The Parties expressly acknowledge, and this Agreement contemplates, that Provider shall enter into a third-party contract for Student Transportation software (the “Software”) necessary for the delivery of the Services

outlined on Attachment A. The Software shall be made accessible to the Districts subject to the terms and conditions stated on Attachment B. Each such third-party software contract shall be and is hereby incorporated herein by reference, and each of the Parties shall be bound by all terms, conditions, obligations, limitations and exclusions set forth therein as if a signatory thereto, including but not limited to any warranties, limitations on warranties, limitations of liability, intellectual property rights and restrictions, and termination provisions, provided that Provider shall not bind Parties to indemnification of a third party provider to an extent impermissible under Tennessee law. Such terms, conditions, obligations, limitations and exclusions shall apply to any claim by any District or Board against Provider concerning the subject matter hereof.

The Parties further acknowledge that each District has collectively entered into an agreement with Durham School Services, L.P. (“Bus Vendor”) for the transportation of its pupils using vehicles provided by the Bus Vendor. While the Provider may, as outlined on Attachment A, schedule and coordinate routing for each District with the Bus Vendor and, for escalated issues and upon request, act in a limited capacity as a liaison between the Bus Vendor and the Districts, the Bus Vendor’s services shall be governed exclusively by the agreement between the Districts and the Bus Vendor and the Provider shall not be responsible in any way for such services. Likewise, the Student Transportation Services to be provided under this Agreement shall not include the any of the services for which the Districts have contracted with the Bus Vendor, nor shall the terms and conditions of the contract between the Bus Vendor and the Districts govern the instant Agreement in any respect.

5. Oversight – The Provider shall use its own facilities, equipment, personnel, and personnel policies in providing the Services under this Agreement. Student Transportation Personnel shall be considered employees of the Provider for all purposes and shall not be under the control or supervision of the Parties’ Boards or Directors of Schools.
6. Relationship Between the Parties – The relationship between the Boards and the Provider or the Provider’s Student Transportation Personnel shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.
7. Consideration – In consideration for the Services listed in Attachment A, each District shall pay the Provider twenty percent (20%) of the cost of providing Student Transportation Services.

Extraordinary Expenditures – If the Provider determines that an expense/s outside of the “contract price” may be incurred, Provider shall provide the anticipated expense/s to the affected Districts prior to incurring the expense/s. If the affected District(s) believe that the expense/s are necessary, the expense/s shall be equally apportioned between the Provider and the affected District(s). Services beyond those listed in Attachment A will be outside the scope of this

Agreement and must be agreed upon, in writing, by the Provider and the party(s) for whom the additional work will be performed prior to commencement of any such work.

8. Payment – The Provider shall invoice the Boards monthly, with the first payment being due July 1, 2018. All payments shall be remitted within thirty (30) calendar days to Collierville Schools, Attention: Chief Financial Officer, 146 College Street, Collierville, TN 38017.
9. Term – The term of this Agreement shall commence on July 1, 2018 and shall end on the termination of the Agreement between the Districts and the Bus Vendor.
10. Termination for Cause – If, through any cause, any Party shall breach a material term of this Agreement by failing to fulfill in a timely and proper manner its obligations under this Agreement or by violating any of the covenants, agreements, or stipulations of this Agreement, the non-breaching Party may terminate this Agreement. The non-breaching Party shall provide all Parties with written notice specifying the nature of the breach, and the breaching Party shall have thirty (30) days in which to cure the breach. Should the breaching Party fail to cure the breach, the non-breaching Party shall provide written notice of such failure to cure and such Agreement shall terminate as to that Party no earlier than fourteen (14) days after such notice. Termination by one Party, other than the Provider, pursuant to this paragraph, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with respect to all other Parties. Except for circumstances beyond the Provider’s control which make the continued performance of this Agreement impossible or impracticable with respect to the non-breaching Districts, termination by the Provider pursuant to this paragraph shall be effective only with regard to the breaching District; the Agreement shall continue under the same terms and conditions with respect to all other Districts.
11. Access to Student Transportation Services – The Parties acknowledge that Student Transportation Services provided under this Agreement are equally available to all signatories hereto. The Provider agrees that Student Transportation Personnel employed in furtherance of this Agreement shall use best efforts at all times to provide equal access to the Services.
12. Force Majeure – If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond any Party’s reasonable control (“Force Majeure”), and if the Party unable to carry out its obligations gives the other Parties prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such

causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

- 13. Liability – Each Party to this Agreement shall be solely responsible for its own actions and the actions of its employees and agents conducted pursuant to this Agreement. The Provider shall offer the Services to the Parties in an advisory role, and all decision-making authority remains entirely vested in each District. The Parties confer no agency or authority, either express or implied, on the Provider for which any third party may rely. To the extent permitted by Tennessee law, each party to this Agreement shall hold harmless the Provider, and its members, directors, agents and employees, including Provider’s Transportation Personnel, from any and all liabilities arising out of the rendition of services hereunder unless such liabilities arise from the willful and intentional acts of Provider or its members, directors, agents and employees.

- 14. Governing Law – This Agreement shall be exclusively governed by the laws of the State of Tennessee.

- 15. Notice – All notices to Consortium required under this Agreement shall not be effective unless in writing and sent by certified mail to the following:
 - a) Notices to Collierville Schools shall be sent to:

Attn: Superintendent’s Office
Collierville Schools
146 College Street,
Collierville, TN 38017

 - b) Notices to Bartlett City Board of Education shall be sent to:

Attn: Superintendent’s Office
Bartlett City Schools
5650 Woodlawn Drive
Bartlett, TN 38134

 - c) Notices to Arlington Board of Education shall be sent to:

Attn: Superintendent’s Office
Arlington Community Schools
12140 Donelson Farms Parkway
Arlington, TN 38002

 - d) Notices to Lakeland Board of Education shall be sent to:

Attn: Superintendent’s Office

Lakeland School System
10001 Highway 70
Lakeland, TN 38002

e) Notices to City of Germantown Board of Education shall be sent to:

Attn: Superintendent's Office
Germantown Municipal Schools
6685 Poplar Ave., Suite 202
Germantown, TN 38138

16. Entire Agreement – This Agreement and any attachments included herewith at the time of execution of this Agreement contain the entire agreement between the Parties as to the subject matter herein, and no statements, promises, or inducements made by any party or agent of any party that is not contained in this written Agreement shall be valid or binding.
17. Modifications in Writing – This Agreement may not be amended, enlarged, modified or altered except in writing and signed by all affected Parties.
18. Assignment – The rights and obligations of this Agreement are not assignable.
19. No Consent to Breach – No consent or waiver, express or implied, by any Party to this Agreement to or of any breach or default by any other Party to this Agreement in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any Party to this Agreement to complain of any act or failure to act of any other Party to this Agreement, or to declare such Party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.
20. Severability – If any provision of this Agreement is held to be invalid, unlawful, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such invalid, unlawful, or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such invalid, unlawful, or unenforceable provision or by its severance therefrom.
21. Headings – The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
22. Counterparts - This Agreement may be signed in multiple counterparts, each of which shall be an original, and shall be binding on the Parties hereto and their servants and assigns.

23. Effective Date – This Agreement shall not be binding upon the Parties until it has been properly approved by the Boards of Education of the respective parties and has been signed by the authorized representatives of the Parties. When it has been so approved and signed, this Agreement shall be effective as of July 1, 2018.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the date and year hereof.

Collierville Board of Education

Arlington Board of Education

Mark Hansen, Chair

Kay Williams, Chair

John Aitken, Superintendent

Tammy Mason, Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Board Attorney

Board Attorney

Bartlett Board of Education

Lakeland Board of Education

Shirley Jackson, Chair

Kevin Floyd, Chair

David Stephens, Superintendent

Ted Horrell, Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Board Attorney

Board Attorney

Germantown Board of Education

Betsy Landers, Chair

Jason Manuel, Superintendent

APPROVED AS TO FORM:

Board Attorney

ATTACHMENT A- SCOPE OF STUDENT TRANSPORTATION SERVICES

Student Transportation Services (the “Services”) pursuant to this Agreement shall include, but not be limited to, the following:

1. Assist and advise the Districts with regard to all matters relating to compliance with school transportation objectives, policies, and procedures of the Tennessee Department of Education and state and federal laws and regulations related to school transportation;
2. Assist and advise the Districts with regard to establishing goals and objectives for the Districts’ future student transportation needs;
3. Assist and advise the Directors on all administrative matters related to transportation and prepare reports and make presentations, as requested;
4. Encode policy, route students, assign stops, and schedule buses for the Districts using Transportation Software;
5. Coordinate transportation routing and schedule transportation services with Bus Vendor for each District to ensure safety and efficiency;
6. Recommend and coordinate route changes during the school year to ensure student loads are balanced and within legal limits and, upon approval of such changes by the Directors, communicate such changes to the Bus Vendor;
7. When the Bus Vendor is unable to resolve issues related to parent concerns regarding school bus stop placement, hardship waivers, and routing schedules, assist the Districts, as requested, on researching and resolving such escalated issues;
8. Respond to requests from the Directors or their designees to provide information related to transportation services;
9. Make recommendations and communicate with the Directors regarding routes for newly enrolled students, schedules, missed stops, bus/route changes and other updates;
10. Update computerized District maps for each District with information provided by the Planning Department;
11. Generate reports, maps, and route information using Transportation Software and disseminate to appropriate personnel in each District;
12. Assist Districts, as requested, and serve as a liaison between the Districts and the supplying Bus Vendor with regard to developing transportation budget proposals for the department of instruction, special education, and alternative services;

13. Make recommendations, as requested, with regard to opening and closing times for all schools to ensure efficiency of service. The Bartlett City Schools, the Lakeland School System, and the Arlington Community Schools acknowledge a three tiered bell system for the purpose of school start and end times for the term of this Agreement. If one or more Parties decide to implement a different system of bell times (“Change”), and such Change directly impacts the costs or efficiency of student transportation in another District (“Affected District”) as determined by the Provider or, in the case of a Provider Change, as determined by the Bus Vendor, then the changing Party shall reimburse the Affected District(s) for the direct costs incurred that constitute more than two and a half percent (2.5%) of the Affected District’s total year’s costs under the Consortium’s with the Bus Vendor, or Fifty Thousand Dollars (\$50,000), whichever is less. Direct costs include, but are not limited to, additional costs incurred due to the loss of shared routes between Districts. This provision shall not apply to the Collierville Schools or to the Germantown Municipal School District.;
14. Assist and advise Districts with regard to coordinating the placement of crossing guards for schools with law enforcement officials in each District, as requested;
15. Evaluate and make recommendations, as requested, with regard to planning and coordinating safest delivery patterns for students on each campus;
16. Make recommendations with regard to establishing Parent Responsibility Zones for each school to determine student eligibility for transportation services;
17. Consult with the Directors as requested to assist with, guide and/or coordinate training of the Districts’ employees on Transportation Software;
18. Organize, prepare, and process State transportation reports, subject to review and approval of the Districts;
19. Assist Districts, as requested, with the administration of grant funds related to transportation and prepare any requisite reports related to same, subject to review and approval of the Districts; and
20. Any other such duties reasonably related to transportation services as assigned or requested by the Directors.

ATTACHMENT B – THIRD-PARTY CONTRACT(S)

The Interlocal Agreement for Student Transportation Assistance contemplates that Provider shall enter into a third-party contract with Tyler Technologies, Inc. (the “Software Vendor”) for Routing & Planning software, e-Link software, and Onscreen (GPS) software (the “Software”), which Software is necessary for the delivery of the Services outlined on Attachment A. While the Provider shall be the exclusive licensee of such Software, reports, maps, routes, and other transportation reports generated by the Software will be made accessible to the Districts subject to the following terms and conditions:

1. Scope of Services to be Provided under Third-Party Contract – The Software Vendor shall provide all services and deliverables to the Provider as required, described, and detailed in the Software Vendor’s Statement of Work.
2. Consideration – Payment for the Districts’ access to the Software shall be made as follows:
 - a) Initial Software Costs – The Software Vendor’s initial costs for all necessary software components and licensing for deployment and implementation of the Software in the Provider’s District (“Initial Software Costs”) shall be included in the Provider’s Initial Student Transportation Budget and, accordingly, shall be apportioned among the Districts.
 - b) Annual Software Costs – The Software Vendor’s annual costs associated with the licensing of and access to the Software (“Annual Software Costs”) shall be included in the Provider’s Annual Student Transportation Budget(s) and, accordingly, shall be apportioned among the Districts.
3. Software Vendor Services Outside the Statement of Work – Software Vendor services beyond what is included in the Software Vendor’s Statement of Work are outside the scope of this Agreement and shall be the responsibility of the District for whom the additional services are requested (the “Requesting District”).
 - a) Any District in need of such additional services shall communicate such request to the Provider’s Transportation Personnel. Upon such notice, Transportation Personnel will function as the Requesting District’s point of contact with the Software Vendor to arrange for such additional services.
 - b) The Requesting District shall enter into a Statement of Work with the Software Vendor for the additional services and Software Vendor shall invoice the Requesting District directly for any and all costs and fees related to the provision of such additional services. In no event shall the Provider be

responsible for any charges, fees, or costs related to the provision of such additional services to the Requesting District.

4. Termination –

- a) Rights Upon Termination – The Districts’ payment for Initial Software Costs and Annual Software Costs shall entitle any District which terminates according to the terms of the Agreement (the “Terminating District”) to its electronic records maintained by the Software Vendor and any associated records or documents maintained by the Provider, but such Terminating District shall have no right to the software itself, the software license and/or subscription, or any service included in the Software Vendor’s Statement of Work beyond the date of termination. In no event shall the Terminating District be entitled to a refund of its share of the Initial Software Costs.
- b) Fees and Costs Related to Termination – Software Vendor’s charges or fees, if any, related to cancelling the Terminating District’s access to the Software or packaging and/or exporting the Terminating District’s electronic records shall be invoiced directly to the Terminating District. Likewise, any other Software Vendor charges or fees incurred by Provider that arise out of the Terminating District’s decision to terminate shall be invoiced by the Provider to the Terminating District.

5. Access to Technical Support or Information – The Parties acknowledge that the Provider’s Transportation Personnel are the primary points of contact with the Software Vendor for the provision of the services outlined in the Software Vendor’s Statement of Work. The Provider’s Transportation Personnel shall develop a protocol for requesting technical support, maintenance, and/or information related to the Software. Such protocol shall ensure that Transportation Personnel are apprised of all such requests and that the Districts’ are provided prompt and efficient access to technical support, maintenance, and/or information from the Software Vendor.

4846-4936-1254, v. 1

**AMENDMENT NO. 3 TO
FOOD SERVICES MANAGEMENT AGREEMENT**

THIS AMENDMENT is made effective as of July 1, 2018, by and between **GERMANTOWN MUNICIPAL SCHOOL DISTRICT** ("District") and **ARAMARK EDUCATIONAL SERVICES, LLC**, a Delaware limited liability company ("Aramark") each or both of which may be referred to as "Party" or "Parties" respectively.

WITNESSETH THAT:

A. District and Aramark entered into a Food Services Management Agreement, effective during the period commencing October 12, 2015 and ending June 30, 2018 (as amended, the "Agreement"); and

B. District and Aramark now desire to renew the Agreement for the 2018-2019 school year.

NOW THEREFORE, in consideration of the mutual covenants herein, the parties hereto agree that the Agreement shall be renewed and amended as follows:

1. **Current Year.** Paragraph 2.D. of the Agreement is hereby deleted in its entirety and replaced with the following:

"D. 'Current Year': The period beginning July 1, 2018 and ending June 30, 2019.

2. **General and Administrative Expense.** Paragraph 2.K. of the Agreement is hereby deleted in its entirety and replaced with the following:

"K. 'General and Administrative Expense': Aramark's allowance for the financial reporting, legal, tax and audit services and management oversight provided to client locations by Aramark at the regional and corporate levels. Such allowance shall be of an amount equivalent to \$6,146.93 per month for ten (10) months to be billed monthly.

For the purpose of computing the foregoing meal counts, the number of National School Lunch and Breakfast Program meals served to children shall be determined by actual count. Cash receipts, other than from sales of National School Lunch and Breakfast Program meals served to children and Cash Equivalents shall be divided by the Equivalency Factor to determine the number of Equivalent Meals served by Aramark."

3. **Payment to Aramark.** Paragraph 16.C. of the Agreement is hereby deleted in its entirety and replaced with the following:

"C. Payment to Aramark: District shall pay Aramark for all Reimbursable Items, including an allowance for its General and Administrative Expense. In addition, District shall pay to Aramark a management fee of \$.04211 per meal for each National School Lunch and Breakfast Program meal served and Meal Equivalent served (the "Management Fee"). The total of such Reimbursable Items and Management Fee is the "District's Financial Obligation."

4. **Number of Meals.** Paragraph 16.E. of the Agreement is hereby deleted in its entirety and replaced with the following:

"E. Number of Meals: Aramark's allowance for its General and Administrative Expense and Management Fee is based on an anticipated service per school year of **212,986** National School Lunch meals, **30,906** Breakfast Program meals and **100,048** Meal Equivalents. In the event that existing conditions at District change (including by way of example, student population, number of service days, type and number of schools, personnel practices, hours, length or type of meal service or any other conditions beyond the control of Aramark), so that such minimum number of meals is

not achieved, District and Aramark have the option renegotiate the Financial Terms set forth herein. Furthermore, the projected number of meals to be served by Aramark in the Current Year is based on the meal counts provided by District to Aramark as part of the request for proposal process. District represents and warrants that such meal count data and other information provided to Aramark as part of the request for proposal process is true and correct."

5. **Aramark Guarantee.** Paragraph 16.F. of the Agreement is hereby deleted in its entirety and replaced with the following:

"F. Aramark Guarantee:

1) Projected Food Service Budget Surplus: Aramark estimates that the projected surplus for the Current Year shall be at least \$16,556 (the "Projected Surplus") for those items of revenue and expense set forth in the mutually agreed upon budget attached hereto as Exhibit B (the "Food Service Budget").

2) Aramark Reimbursement: Aramark agrees to reimburse District for the amount, if any, by which District's Surplus is less than the Projected Surplus for the Current Year ("District's Shortfall") up to the amount of Aramark's Management Fee and General and Administrative Expense for the Current Year. District shall be responsible for the balance of the District's Shortfall. If this Agreement is renewed after the Current Year, and Aramark reimburses District for any amount of District's Shortfall for the Current Year, District shall permit Aramark to recover in such subsequent year all or a portion of any amount previously reimbursed to District to the extent that Gross Receipts exceed District's Total Food Service Costs in such subsequent year. As used herein, the term "District's Surplus" shall mean the amount, if any, by which District's actual Gross Receipts for the Current Year exceed District's actual Total Food Service Costs for the Current Year.

3) Reimbursement Conditions and Assumptions: Aramark's obligation to reimburse District in accordance with Paragraph 16.F(2), above, shall remain in effect only during the Current Year and is contingent upon the following conditions and assumptions remaining in effect for the Current Year:

a. Reimbursement rates for Food Service Program meals shall increase by at least 2% from the prior school year.

b. The value of government donated commodities received shall not be less than the value of government donated commodities received during the prior school year.

c. The mix and quantity of government donated commodities shall not change from the mix and quantity received the prior school year so as to increase actual food costs over the level of projected food cost set forth in Exhibit B.

d. The District shall not require Aramark to purchase processed commodities for a total price (including all applicable costs and fees) that exceeds the then-current market price for a comparable commercial item.

e. There shall be at least one eighty (180) full service days where breakfast is served for the Current Year.

f. There shall be at least one hundred eighty (180) full service days where lunch is served for the Current Year.

g. The average daily student enrollment for the Current Year shall be at least five thousand seven hundred (5,700).

h. The cost of wages, salary, and fringe benefits for the food service operations employees or the number of such employees shall not exceed such levels as set forth in Exhibit B. Aramark's reimbursement obligation is based on the Federal and State

minimum wage laws and health care benefit rates, laws, and regulations including, without limitation, any prevailing wage rates and laws, in effect as of January 1, 2018. Should the minimum wage or health and welfare benefit rates be increased above the January 1, 2018 level pursuant to any Federal, State or local law or regulation, or should Aramark's costs increase due to causes beyond Aramark's control, the parties shall thereafter negotiate in good faith an adjustment in Aramark's reimbursement obligation to cover increased costs resulting directly or indirectly from such increase.

i. The actual costs charged to the Food Service Enterprise Account by the District shall not exceed the projected operating expenses as set forth in Exhibit B, attached hereto and made a part hereof.

j. Food costs during the Current Year shall not increase by an amount great than Three Percent (3%). Food costs will be measured by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served pursuant to this Agreement (the "District Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be June of the immediately preceding year to June of the Current Year. The "Market Basket of Products" represents categories or types of products that are generally used in the District Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage; baked goods; produce; dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the District Menu that such Menu Category approximately represents based on purchasing levels during the Current Year. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics category compiled by the U.S. Department of Labor, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products.

k. District and its representatives, including, but not limited to, the District liaison, school principals, teachers and District employees shall fully cooperate with Aramark and its representatives in the implementation of the Food Service Program and any mutually agreed upon modifications to the Food Service Program.

l. District shall fully cooperate with Aramark to limit the expansion of competitive food sales in order to maximize the Gross Receipts and other non-cash sales of the Food Service Program.

m. Should the District require in writing that Aramark take an action which causes the cost of wages, salary, and/or fringe benefits for Aramark's food service employees to exceed the levels set forth in Exhibit B, Aramark's obligation shall automatically be adjusted to cover increased labor costs resulting directly from such action.

n. The selling prices of school breakfast will be no less than those set forth in the table below:

	Breakfast Price
Elementary Schools	\$1.60
Middle/Junior High Schools	\$1.60
High School	\$1.60
Reduced Price	\$.30

o. The selling prices of school lunch will be no less than those set forth in the table below:

	Lunch Price
Elementary Schools	\$2.95
Middle/Junior High Schools	\$2.95
High School	\$3.35
Adult	\$4.60
Reduced Price	\$.40
Premium Reimbursable Meal	\$3.95
Entrée Only	\$2.85/\$3.25/ \$3.95
A La Carte	As provided in Exhibit C.

In the event any of the foregoing conditions or assumptions is proven to have not been met during the Current Year, Aramark's obligation shall be reduced by an amount mutually agreed to by the Parties of any increase in District's Total Food Service Costs or any reduction in Gross Receipts which is attributable to the changes in such conditions or assumptions. Furthermore, if during the Current Year District requests a material change in any phase of the Food

Service Program that results in a decrease in Gross Receipts or an increase in Total Food Service Costs from the amounts set forth in the Food Service Budget, Aramark shall advise District of its estimate of the increase in the Total Food Service Costs or decrease in Gross Receipts attributable to such requested change. Any budget, including the Food Service Budget, agreed to by Aramark and District shall be adjusted to reflect such estimated increase in Total Food Service Costs or decrease in Gross Receipts."

6. **Term and Termination.** Section 20.A of the Agreement is hereby deleted in its entirety and replaced with the following:

"A. This Agreement shall be in effect for the Current Year and may be renewed by mutual agreement of the District and Aramark for one additional school year."

7. **Exhibit B** to the Agreement is deleted in its entirety and replaced with Exhibit B to this Amendment.

8. **Exhibit C** to the Agreement is deleted in its entirety and replaced with Exhibit C to this Amendment.

9. **Agreement to Remain in Effect.** In all other respects, the Agreement between the parties shall remain in full force and effect. This Amendment shall be attached to, and become part of, such Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives.

GERMANTOWN MUNICIPAL SCHOOL DISTRICT

By: _____
Jason Manuel
Superintendent

ARAMARK EDUCATIONAL SERVICES, LLC

By: Alicia Kent _____
Alicia Kent
Vice President

Germantown School District 2018-2019 Cost Detail

Administrative Expense	61,229.00
Advertising & Promotion	250.00
Allocations & Chargeouts	190.00
Shipping	900.00
Amortization Expense - Non Acqui	1,100.00
Miscellaneous	75.00
Miscellaneous	0.00
Delivery Expense	65.00
Miscellaneous	870.00
General Insurance	15,158.60
Office Expense	135.00
Miscellaneous	50.00
Recognition Awards	80.00
Outside Printing	800.00
Recruiting Costs	85.00
Smallwares	245.00
Equipment - Other	75.00
Equipment-Computers & Periphe	430.00
Supplies-Janitorial & Maintenance	3,439.40
Supplies - Paper	6,201.00
Diposables, Supplies cafeteria and paper	37,833.00
Taxes & Licenses-Other	375.00
Travel & Entertainment Expense	1,250.00
Airport Fees	150.00
Fuel-Gasoline	1,000.00
Miscellaneous	65.00
Parking	85.00
Direct Costs - Other	920.00
Travel Expense	1,000.00
Training	0.00
Uniforms and Laundry	2,000.00

Total Direct Costs	136,056.00
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Exhibit B

Germantown SY 2019 Budget Projections

Breakfast Free		9,436
Breakfast Paid		23,036
Breakfast Reduced		552
	Totals	33,024
Lunch Free		41,874
Paid		189,585
Reduced		4,088
	Totals	235,547
Meal Equivalents		102,720
Total Meals		371,291

REVENUE

Reimbursements

Federal Breakfast		\$21,004
Federal Lunch		\$167,704
State Lunch		\$7,000
Total Reimbursements		\$195,708

SALES

Brk Ala carte		\$16,920
Brk Adult		
Brk Paid		\$32,076
Brk Red		\$245
Lunch Ala		\$339,918
Lunch Adult		\$19,144
Lunch Paid		\$590,678
Lunch Red		\$1,711
Special Events		\$5,000

Total Sales		\$1,005,692
TOTAL PROGRAM REVENUES		\$1,201,400

PROGRAM COSTS

Gross Food Cost		\$346,480
Total Labor Cost		\$625,121
Direct Costs		\$197,285
Management Fee		\$15,958
Total Program Costs		\$1,184,844
Total Program Profit (loss)		\$16,556

Exhibit C

Houston High School

Entrée	SY2018	Proposed 2019
Entrée only (see entrée tab)	\$3.25	\$3.25
Side	\$1.10	\$1.10

Houston Middle and Elementary Schools

Entrée	SY2018	Proposed 2019
Entrée only	\$2.25	\$2.85
Side Dish	\$0.60	\$1.00

Snacks	SY2018	Proposed 2019
Chips, Goldfish, Snack Mix	\$0.90	\$0.95
Cookie	\$0.55	\$0.65
Cereal Bar	\$1.40	\$1.40
Rice Krispie Bar	\$1.30	\$1.30
Cereal	\$1.25	\$1.25
Cereal & Milk	\$1.55	\$1.55
Pop Tart	\$1.50	\$1.50
Popcorn	\$0.75	\$0.75
Fruit by Foot, Fruit Shapes	\$0.80	\$0.80
Muffin (2oz)		\$1.00
Muffin(4oz)	\$1.65	\$1.75
Yogurt (4oz)	\$0.90	\$1.00
Cheese Snack Crackers	\$0.40	\$0.50
Animal Cookies	\$0.50	\$0.60
Soft Pretzel (2oz)		\$0.75
Granola Bars		\$0.80
Nutri Grain		\$1.25
Bagel	\$1.25	\$1.35
Bagel w/ cream cheese	\$1.75	\$1.75
Fruit, assorted	\$0.65	\$0.75

Beverages	SY2018	Proposed 2019
Milk	\$0.65	\$0.70
Juice (4oz)		\$0.50
Capri Sun	\$0.90	\$1.00
Water Bottle	\$1.50	\$1.50
Powerade	\$2.55	\$2.65
Izze	\$1.60	\$1.65

Ice Cream	SY2018	Proposed 2019
Ice Cream Novelties	\$1.00	\$1.15