

GMSD Board Business Meeting
August 24, 2021 6:00 PM
Board Room, GMSD Office

1. Call to Order
2. Moment of Silence
3. Pledge of Allegiance
4. Approval of Agenda
5. Superintendent Contract
6. Recognition and Awards
7. REPORTS
 - 7.A. TLN Update (Tennessee Legislature)
 - 7.B. Chairman's Report
 - 7.C. Financial Report
 - 7.D. Superintendent's Report
8. Citizens to be heard
9. CONSENT AGENDA
 - 9.A. Approval of the Minutes
 - 9.B. Revision of Policies - Second Reading
 - 9.C. Review / Revision of Policies - First Reading
 - 9.D. Miscellaneous FY 21-22 Budget Amendments
10. BOARD ACTION ITEMS
 - 10.A. GMSD 21-22 School Fees and Activity Costs
 - 10.B. Reinstatement of GMSD HR Policy 5.3051 Temporary COVID-19 Leave
 - 10.C. Stop Loss Insurance Renewal for 21-22
 - 10.D. Houston High School Softball Field Bid
 - 10.E. Miscellaneous FY 21-22 Budget Amendment # 9, 9A, 9B OR 9C
 - 10.F. TSBA 2021 School of the Year Award for Excellence in Architectural Design
 - 10.G. Approval of Purchase of Chromebooks
 - 10.H. Approval of Purchase of iPads
 - 10.I. Approval of GMSD Safe Return to In-Person Instruction and Continuity of Services Plans
11. Announcements
12. Adjournment

**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 19.A. of their Contract of Employment entered into on the twenty third day of June 2020, the Board and Director terminate, effective June 30, 2021, 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 August 24, 2021, and found in the minutes thereof, the Board offers a contract to Jason Manuel to be Director of Schools, commencing July 1, 2021 and ending June 30, 2025. 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 the Germantown Municipal School District, 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 T.C.A. § 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 T.C.A. § 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. The Director shall devote such time and energies as are necessary to perform the duties specified above. 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 \$177,293.00 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. 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 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 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 Director shall inform the Members of the Board, in writing, prior to undertaking any of the aforementioned activities. 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 powers and duties of the Director as described from time to time by state law, GMSD policy, 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 sixty (60) days prior to the effective date of such voluntary termination.

- 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 Arm. § 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, excluding, "Automobile and Mileage Allowances," set forth in numbered Paragraph 9 and "Other Benefits" set forth in numbered Paragraphs 11.B. through 11.D., 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 19.A. above, and the right to appeal the Board's action shall be considered waived by the Director of Schools.
 - E. 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 19.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
3350 S. Forest Hill Irene Road
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, *this 24 DAY OF August 2021.*

DIRECTOR OF SCHOOLS

GERMANTOWN BOARD OF EDUCATION

By: _____
Jason Manuel

By: _____
Amy Eoff, Chair

**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 19.A. of their Contract of Employment entered into on the twenty third day of June 2020, the Board and Director terminate, effective June 30, 2021, 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 August 24, 2021, and found in the minutes thereof, the Board offers a contract to Jason Manuel to be Director of Schools, commencing July 1, 2021 and ending June 30, 2025. 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 the Germantown Municipal School District, 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 T.C.A. § 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 T.C.A. § 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.

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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 \$180,838.86 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. 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.
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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.

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 - 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.
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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 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.
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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 powers and duties of the Director as described from time to time by state law, GMSD policy, 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 sixty (60) days prior to the effective date of such voluntary termination.

- 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 Arm. § 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, excluding, "Automobile and Mileage Allowances," set forth in numbered Paragraph 9 and "Other Benefits" set forth in numbered Paragraphs 11.B. through 11.D., 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 19.A. above, and the right to appeal the Board's action shall be considered waived by the Director of Schools.
 - E. 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 19.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
3350 S. Forest Hill Irene Road
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, *this 24 DAY OF August 2021.*

DIRECTOR OF SCHOOLS

GERMANTOWN BOARD OF EDUCATION

By: _____
Jason Manuel

By: _____
Amy Eoff, Chair

Germantown Board of Education
TLN Report (August 24, 2021)

This month has seen a flurry of activity at the local, state, and federal level in regard to K-12 school mask policies:

- On August 6, 2021, the Shelby County Health Department issued Amended Health Order No. 24, which, due to a surge in COVID-19 cases, Shelby County's high level of COVID-19 transmission, CDC guidance recommending universal indoor masking for all persons in K-12 schools, and local data regarding pediatric cases of COVID-19, directed all K-12 schools to require universal indoor masking for all teachers, staff, students, and visitors, regardless of vaccination status. Amended Health Order No. 24 expires on August 31 but may be renewed, depending on levels of vaccination rates, hospital capacity, and/or cases per 100,000 residents.
- Days later, the Speaker of the Tennessee House of Representatives sent a letter to Governor Bill Lee signed by all Republican members of the Tennessee House requesting a special legislative session to, among other things, address local officials' responses to COVID-19. The week previously, the Speaker had been vocal in supporting vouchers if school districts transitioned to remote learning or required students to wear masks this year.
- Then, on August 16, Governor Lee issued Executive Order No. 84, which permits students' parents or guardians to opt out of any order or requirement for a student in kindergarten through 12th grade to wear a face covering at school, on a school bus, or at school functions. The Order also suspends any law, order, rule, or regulation that would limit the enforceability of the Governor's Order. Executive Order No. 84 expires on October 6. After issuing the Executive Order, Governor Lee stated he would not be calling a special session at this time.
- On August 18, the U.S. Secretary of Education sent a letter to Governor Lee and Tennessee's Commissioner of Education stating "Tennessee's actions to block school districts from voluntarily adopting science-based strategies for preventing the spread of COVID-19 that are aligned with the guidance from the [CDC] . . . may infringe upon a school district's authority to adopt policies to protect students and educators as they develop their safe return to in-person instruction plans required by Federal law."
- Finally, on August 19, the Shelby County Health Department issued Second Amended Health Order No. 24, which requires masks to be worn in indoor, public settings in Shelby County except, pertinent to GMSD, K-12 students whose parents have opted them out of wearing a mask according to Governor Lee's Executive Order.

The Tennessee Department of Education has been busy, as well:

- In July, the Department announced high schoolers will, for the first time since 2019, take standardized end-of-course exams online. Students in grades 3 through 8 will continue to take annual spring assessments by hand for the time being.
- The Department also released the results of last school year's state standardized testing. GMSD outperformed state averages on all TCAP and end-of-course tests. Additionally, GMSD students and families rose to the difficult occasion, far surpassing the 80% in-person test-taking requirement set by the Department to avoid state-imposed negative consequences.

- The Department also issued proposed rules addressing the legislature's newly enacted law prohibiting the inclusion or promotion of certain concepts in a course of instruction. The Board submitted comments to the Department addressing a lack of clarity in the rules and the possible loss of valuable administrative time that lack of clarity could cause.
- Additionally, the Department has announced an opportunity for high school seniors to retake the ACT this fall for free. Testing windows are in October and November.

In legal news, two transgender students have sued the State of Tennessee over a newly enacted law regarding use of school restrooms, contending the law violates Title IX, a federal law that prohibits sex discrimination in education.

Finally, the Associated Press has reported Governor Lee used \$4.4 million in federal discretionary pandemic education funding to help launch new charter schools, none of which have been open during the pandemic, and none of which are scheduled to open before 2022.

Germantown Municipal School District

BALANCE SHEET

As of Month Ending June 30, 2021

	School Operating	Federal Projects	Cafeteria	Capital Projects	Health Insurance	OPEB Trust	General Fixed Asset Account Group	Total
ASSETS								
Cash and Cash Equivalents	278,916.60	0.00	149,090.45	1,731,862.61	1,926,693.40	88,169.52		4,174,732.58
Investments - LGIP	22,564,442.23				1,057,285.63	4,326,930.60		27,948,658.46
Investments - Mutual Funds								0.00
Accrued Interest						677.69		677.69
Accounts Receivable	38,860.03		287.50		97,547.82			136,695.35
Due from Other Govts	2,200,473.14	869,129.40	33,093.24	37,353.00				3,140,048.78
Due from City	81,231.34							81,231.34
Due from Schools	25,443.40							25,443.40
Due from Other Funds	682,936.27							682,936.27
Restricted Investments - SRT	371,525.00							371,525.00
Prepaid Expenses	6,650.00							6,650.00
Fixed Assets:								0.00
Land							6,377,894.00	6,377,894.00
Buildings							99,907,245.08	99,907,245.08
Improvements							2,498,578.30	2,498,578.30
Equipment							15,470,329.60	15,470,329.60
Construction-in-Progress							10,571,551.76	10,571,551.76
Accumulated Depreciation							(16,242,987.66)	(16,242,987.66)
ASSETS TOTAL	26,250,478.01	869,129.40	182,471.19	1,769,215.61	3,081,526.85	4,415,777.81	118,582,611.08	155,151,209.95
LIABILITIES								
Accounts Payable	2,357,704.90	188,897.01	30,801.90	9,050.00				2,586,453.81
Accrued Expenses	3,006,060.45	55,463.48			447,840.00	136,372.86		3,645,736.79
Due to the City of Germantown								0.00
Due to Other Funds		624,768.91	57,648.34					682,417.25
Unearned Revenue	1,800.00		94,020.95					95,820.95
LIABILITIES TOTAL	5,365,565.35	869,129.40	182,471.19	9,050.00	447,840.00	136,372.86	0.00	7,010,428.80
FUND BALANCE								
Change in Fund Balance	(109,754.97)	0.00	345.60	(1,125,588.25)	361,517.66	1,335,978.21	7,141,900.51	7,604,398.76
Beginning Fund Balance	20,994,667.63		(345.60)	2,885,753.86	2,272,169.19	2,943,426.74	111,440,710.57	140,536,382.39
Ending Fund Balance	20,884,912.66	0.00	0.00	1,760,165.61	2,633,686.85	4,279,404.95	118,582,611.08	148,140,781.15
LIABILITIES AND FUND BALANCE TOTAL	26,250,478.01	869,129.40	182,471.19	1,769,215.61	3,081,526.85	4,415,777.81	118,582,611.08	155,151,209.95
VARIANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending June 30, 2021

	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
REVENUES:					
BEP Revenue	29,869,052.00	2,990,907.67	29,890,607.67	21,555.67	100.07%
Shelby County:					
Property Taxes	16,832,894.00	39,087.95	16,730,470.43	(102,423.57)	99.39%
Sales Tax	7,220,878.00	2,430,116.49	8,654,913.28	1,434,035.28	119.86%
Wheel Tax	1,477,882.00		924,532.75	(553,349.25)	62.56%
City of Germantown:					
Maintenance of Effort	2,549,581.00	212,465.08	2,549,580.96	(0.04)	100.00%
PEG Funding	148,000.00	70,602.10	144,945.51	(3,054.49)	97.94%
Mixed Drink Tax	84,000.00	61,995.84	149,228.25	65,228.25	177.65%
Other Local Revenue	307,962.00	2,873.38	331,960.13	23,998.13	107.79%
Tuition	73,800.00	22,200.00	125,888.80	52,088.80	170.58%
Other State Revenue	1,197,936.00	776,513.33	1,171,233.95	(26,702.05)	97.77%
Transfers - Indirect Costs	70,000.00	98,045.47	98,045.47	28,045.47	140.06%
Reserves	5,649,018.66			(5,649,018.66)	0.00%
TOTAL REVENUES	65,481,003.66	6,704,807.31	60,771,407.20	(4,709,596.46)	92.81%
EXPENDITURES:					
Regular Instruction					
Salaries & Wages	21,490,654.00	3,687,753.33	21,013,267.54	(477,386.46)	97.78%
Benefits	5,839,421.00	737,072.10	5,527,409.79	(312,011.21)	94.66%
Maint & Rep - Equipment	12,000.00		8,930.74	(3,069.26)	74.42%
Travel	1,500.00		538.73	(961.27)	35.92%
Other Contract Svcs	714,430.00	1,054.45	412,003.23	(302,426.77)	57.67%
Inst. Supplies	1,018,183.74	62,967.58	639,315.85	(378,867.89)	62.79%
Textbooks	437,995.40	14,418.91	390,388.75	(47,606.65)	89.13%
Software	239,800.00	28,500.00	224,748.78	(15,051.22)	93.72%
Other Supplies	239,330.00	12,274.97	155,893.40	(83,436.60)	65.14%
Other Charges	29,284.00		25,394.20	(3,889.80)	86.72%
Equipment	1,810,922.72	541,669.83	1,622,075.69	(188,847.03)	89.57%
Total Regular Instruction	31,833,520.86	5,085,711.17	30,019,966.70	(1,813,554.16)	94.30%
Alternative Education					
Salaries & Wages	240,836.00	32,243.40	220,287.85	(20,548.15)	91.47%
Benefits	66,356.00	6,216.87	51,852.18	(14,503.82)	78.14%
Inst. Supplies	2,000.00			(2,000.00)	0.00%
Equipment	2,000.00			(2,000.00)	0.00%
Total Alternative Education	311,192.00	38,460.27	272,140.03	(39,051.97)	87.45%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending June 30, 2021

Special Education	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Salaries & Wages	3,700,951.00	517,580.24	3,610,354.23	(90,596.77)	97.55%
Benefits	1,028,623.00	105,649.62	967,134.85	(61,488.15)	94.02%
Contract w/Priv. Agencies	42,000.00	15,750.00	32,710.55	(9,289.45)	77.88%
Maintenance & Repairs	300.00			(300.00)	0.00%
Contracts for Sub Teachers	10,000.00		232.20	(9,767.80)	2.32%
Noncertified Subs	5,000.00		5,000.00	0.00	100.00%
Inst. Supplies	20,000.00	771.06	19,997.21	(2.79)	99.99%
Equipment	900.00		826.67	(73.33)	91.85%
Total Special Education	4,807,774.00	639,750.92	4,636,255.71	(171,518.29)	96.43%
Career & Technical Education					
Salaries & Wages	916,477.00	147,469.95	907,781.94	(8,695.06)	99.05%
Benefits	296,424.00	30,563.63	252,465.13	(43,958.87)	85.17%
Maintenance & Repairs	1,000.00	800.00	800.00	(200.00)	80.00%
Inst. Supplies	25,025.00	3,495.00	25,014.25	(10.75)	99.96%
Equipment	21,975.00	14,042.80	16,555.92	(5,419.08)	75.34%
Total Career & Technical Education	1,260,901.00	196,371.38	1,202,617.24	(58,283.76)	95.38%
Attendance & Planning					
Salaries & Wages	537,717.00	59,044.22	537,723.00	6.00	100.00%
Benefits	139,442.00	11,285.13	128,665.78	(10,776.22)	92.27%
Travel	750.00				
Other Contract Svcs.	1,000.00		986.10	(13.90)	0.00%
Other Supplies	11,000.00		328.20	(10,671.80)	2.98%
Inservice/Staff Dev.	14,950.00	6,978.61	13,379.21	(1,570.79)	89.49%
Other Charges	6,800.00	954.92	6,800.00	0.00	100.00%
Total Attendance & Planning	711,659.00	78,262.88	687,882.29	(23,026.71)	96.66%
Health Services					
Salaries & Wages	392,950.46	56,394.44	371,255.98	(21,694.48)	94.48%
Benefits	132,120.14	11,636.87	112,667.01	(19,453.13)	85.28%
Other Contract Svcs.	1,000.00		1,000.00	0.00	100.00%
Other Supplies	26,320.40	1,750.15	11,210.18	(15,110.22)	42.59%
Inservice/Staff Dev.	4,000.00		4,000.00	0.00	100.00%
Other Charges	3,000.00	384.18	2,839.14	(160.86)	94.64%
Equipment	3,000.00		3,000.01	0.01	100.00%
Total Health Services	562,391.00	70,165.64	505,972.32	(56,418.68)	89.97%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending June 30, 2021

Other Student Support/Guidance	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Salaries & Wages	923,550.00	153,029.87	905,958.77	(17,591.23)	98.10%
Benefits	253,950.00	31,096.80	234,435.65	(19,514.35)	92.32%
Other Contract Svcs.	34,320.00		5,253.30		
Other Supplies	3,302.00	20.98	2,300.90	(1,001.10)	69.68%
Inservice/Staff Dev.	30,527.32	2,614.28	16,421.75	(14,105.57)	53.79%
Other Charges	1,500.00	63.96	970.70	(529.30)	64.71%
Other Equipment	7,245.00		7,245.00	0.00	100.00%
Total Other Student Support	1,254,394.32	186,825.89	1,172,586.07	(52,741.55)	93.48%
Reg. Instruction Support					
Salaries & Wages	1,733,079.00	189,221.76	1,542,070.45	(191,008.55)	88.98%
Benefits	441,171.00	40,598.46	399,122.03	(42,048.97)	90.47%
Consultants	10,000.00			(10,000.00)	0.00%
Travel	1,000.00			(1,000.00)	0.00%
Library Books/Media	33,577.00		33,370.00	(207.00)	99.38%
Other Supplies	18,616.70	6,043.35	12,870.99	(5,745.71)	69.14%
Inservice/Staff Dev.	35,662.00	4,741.29	31,662.82	(3,999.18)	88.79%
Other Charges	12,489.34	532.48	8,815.68	(3,673.66)	70.59%
Equipment	27,000.00	542.99	25,562.95	(1,437.05)	94.68%
Other Equipment	45,165.34	6,647.35	42,014.35	(3,150.99)	93.02%
Total Reg. Instruction Support	2,357,760.38	248,327.68	2,095,489.27	(262,271.11)	88.88%
SPED Support					
Salaries & Wages	1,302,567.00	169,541.91	1,291,123.50	(11,443.50)	99.12%
Benefits	347,274.00	33,047.74	310,810.22	(36,463.78)	89.50%
Travel	2,500.00	187.26	2,424.07	(75.93)	96.96%
Other Contract Svcs	10,000.00	2,691.00	9,273.78	(726.22)	92.74%
Other Supplies	13,000.00	293.00	12,996.80	(3.20)	99.98%
Inservice/Staff Dev.	2,000.00		1,984.43	(15.57)	99.22%
Other Charges	500.00	130.07	494.82	(5.18)	98.96%
Total SPED Support	1,677,841.00	205,890.98	1,629,107.62	(48,733.38)	97.10%
Career and Technical Support					
Director/ Supervisor	18,511.00	1,525.91	18,603.65	92.65	100.50%
Benefits	6,018.00	333.78	4,691.78	(1,326.22)	77.96%
Other Supplies	1,953.00			(1,953.00)	0.00%
Inservice/Staff Dev.	4,000.00			(4,000.00)	0.00%
Total Vocational Support	30,482.00	1,859.69	23,295.43	(7,186.57)	76.42%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending June 30, 2021

Technology	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Salaries & Wages	628,144.00	43,476.97	615,358.56	(12,785.44)	97.96%
Benefits	191,660.00	12,907.79	155,015.56	(36,644.44)	80.88%
Communications	81,600.00	2,783.37	81,690.56	90.56	100.11%
Consultants	13,750.00		7,972.50	(5,777.50)	57.98%
Maintenance & Repairs	186,038.83	47,240.47	132,834.45	(53,204.38)	71.40%
Internet Connectivity	218,693.20	27,512.40	190,695.60	(27,997.60)	87.20%
Travel	1,000.00	34.61	115.98	(884.02)	11.60%
Other Contract Svcs.	96,022.67	18,190.75	95,172.40	(850.27)	99.11%
Office Supplies	500.00	109.82	161.14	(338.86)	32.23%
Cabling	10,000.00		9,181.37	(818.63)	91.81%
Software	410,632.00	38,265.56	410,632.00	0.00	100.00%
Other Supplies	21,700.00	3,873.05	18,651.41	(3,048.59)	85.95%
Inservice/Staff Dev.	5,892.50		5,892.50	0.00	100.00%
Other Charges	21,921.00	150.64	21,411.58	(509.42)	97.68%
Adm Equipment	105,722.00	3,145.78	103,901.88	(1,820.12)	98.28%
Other Equipment	10,000.00	2,476.00	7,344.25	(2,655.75)	73.44%
Total Technology	2,003,276.20	200,167.21	1,856,031.74	(147,244.46)	92.65%
Board of Education					
Salaries & Wages	21,500.00		21,500.00	0.00	100.00%
Benefits	58,645.00		51,995.76	(6,649.24)	88.66%
OPEB	707,250.00		662,990.00	(44,260.00)	93.74%
Audit Services	49,150.00		49,150.00	0.00	100.00%
Dues & Memberships	20,000.00		16,860.00	(3,140.00)	84.30%
Legal Services	125,000.00	27,886.38	96,608.48	(28,391.52)	77.29%
Other Supplies	1,000.00			(1,000.00)	0.00%
Judgments	416,853.00		416,853.00	0.00	100.00%
Liability Insurance	100,748.00		81,870.00	(18,878.00)	81.26%
Surety Bond Premium	300.00			(300.00)	0.00%
Trustee Commissions	434,409.00	25,082.88	419,436.55	(14,972.45)	96.55%
Workers' Compensation	117,135.00	(2,743.25)	80,262.66	(36,872.34)	68.52%
Inservice/Staff Dev.	15,000.00	707.94	9,784.92	(5,215.08)	65.23%
Total Board of Education	2,066,990.00	50,933.95	1,907,311.37	(159,678.63)	92.27%
Superintendent					
Salaries & Wages	467,827.00	46,804.44	461,286.30	(6,540.70)	98.60%
Benefits	117,455.00	8,672.85	107,847.76	(9,607.24)	91.82%
Dues & Memberships	9,500.00	1,749.00	8,292.00	(1,208.00)	87.28%
Postal Charges	10,000.00	1,553.00	8,537.08	(1,462.92)	85.37%
Other Contracted Svcs.	29,600.00	12,383.58	25,706.91	(3,893.09)	86.85%
Office Supplies	19,000.00	5,258.90	8,115.04	(10,884.96)	42.71%
Other Supplies	34,250.00	1,467.37	26,154.89	(8,095.11)	76.36%
Inservice/Staff Dev.	12,356.00	3,485.01	7,511.92	(4,844.08)	60.80%
Other Charges	1,000.00			(1,000.00)	0.00%
Total Superintendent	700,988.00	81,374.15	653,451.90	(47,536.10)	93.22%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending June 30, 2021

Office of the Principal	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Salaries & Wages	2,936,929.00	367,296.09	2,872,170.50	(64,758.50)	97.80%
Benefits	820,975.00	74,999.25	723,846.81	(97,128.19)	88.17%
Other Contract Svcs.	30,000.00		25,000.00	(5,000.00)	83.33%
Office Supplies	890.00			(890.00)	0.00%
Other Supplies	147,001.00		147,001.00	0.00	100.00%
Inservice/Staff Dev.	12,000.00	396.00	456.00	(11,544.00)	3.80%
Other Charges	14,500.00		13,700.00	(800.00)	94.48%
Total Office of the Principal	3,962,295.00	442,691.34	3,782,174.31	(180,120.69)	95.45%
Fiscal Services					
Salaries & Wages	410,061.00	29,543.49	393,234.59	(16,826.41)	95.90%
Benefits	119,005.00	6,208.32	103,223.61	(15,781.39)	86.74%
Dues & Memberships	700.00		357.50	(342.50)	51.07%
Travel	600.00			(600.00)	0.00%
Other Contract Svcs.	1,356.00			(1,356.00)	0.00%
Office Supplies	5,000.00	371.10	3,315.78	(1,684.22)	66.32%
Software	68,000.00		53,488.04	(14,511.96)	78.66%
Inservice/Staff Dev.	6,000.00		1,151.66	(4,848.34)	19.19%
Other Charges	17,250.00	5,412.20	13,832.86	(3,417.14)	80.19%
Other Equipment	1,500.00		231.23	(1,268.77)	15.42%
Total Fiscal Services	629,472.00	41,535.11	568,835.27	(60,636.73)	90.37%
Human Resources					
Salaries & Wages	338,045.00	27,837.04	338,048.00	3.00	100.00%
Benefits	93,280.00	5,897.69	86,372.00	(6,908.00)	92.59%
Dues & Memberships	720.00			(720.00)	0.00%
Travel	100.00			(100.00)	0.00%
Other Contract Svcs.	6,000.00		5,460.03	(539.97)	91.00%
Office Supplies	2,000.00		990.45	(1,009.55)	49.52%
Software	15,200.00		11,003.72	(4,196.28)	72.39%
Other Supplies	1,200.00			(1,200.00)	0.00%
Inservice/Staff Dev.	40,365.00	10,039.30	29,552.43	(10,812.57)	73.21%
Other Charges	1,800.00		1,581.75	(218.25)	87.88%
Total Human Resources	498,710.00	43,774.03	473,008.38	(25,701.62)	94.85%
Operation of Plant					
Salaries & Wages	497,612.00	36,639.99	402,810.36	(94,801.64)	80.95%
Benefits	196,409.00	8,497.06	112,147.40	(84,261.60)	57.10%
Janitorial Services	850,000.00	137,754.54	826,527.24	(23,472.76)	97.24%
Other Contract Svcs.	170,771.54	21,536.00	110,329.14	(60,442.40)	64.61%
Utilities	1,100,000.00	155,579.86	977,203.34	(122,796.66)	88.84%
Property Insurance	256,142.00	343.88	231,977.88	(24,164.12)	90.57%
Other Charges	50,000.00	8,184.10	35,724.26	(14,275.74)	71.45%
Equipment	5,000.00			(5,000.00)	0.00%
Total Operation of Plant	3,125,934.54	368,535.43	2,696,719.62	(429,214.92)	86.27%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending June 30, 2021

	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Maintenance of Plant					
Salaries & Wages	460,370.00	37,863.52	460,530.53	160.53	100.03%
Benefits	138,869.00	8,205.91	114,155.94	(24,713.06)	82.20%
Maintenance & Repairs	800,034.65	59,025.33	796,050.90	(3,983.75)	99.50%
Travel	20,000.00	915.71	8,441.95	(11,558.05)	42.21%
Other Contract Svcs.	10,000.00		7,881.26	(2,118.74)	78.81%
Office Supplies	1,000.00		378.70	(621.30)	37.87%
Inservice/Staff Dev.	5,000.00		422.99	(4,577.01)	8.46%
Total Maintenance of Plant	1,435,273.65	106,010.47	1,387,862.27	(47,411.38)	96.70%
Transportation					
Contracts w/Other Schools	89,351.00	4,676.53	51,441.83	(37,909.17)	57.57%
Contracts w/Private Agencies	1,668,559.00	154,312.27	1,419,504.24	(249,054.76)	85.07%
Diesel	160,000.00	16,329.91	128,074.47	(31,925.53)	80.05%
Total Transportation	1,917,910.00	175,318.71	1,599,020.54	(318,889.46)	83.37%
Safety					
Maintenance & Repairs	2,800.00			(2,800.00)	0.00%
Office Supplies	250.00		250.00	0.00	100.00%
Other Supplies & Materials	500.00	214.01	504.41	4.41	100.88%
Inservice/Staff Dev.	4,167.73		4,167.73	0.00	100.00%
Other Charges	21,145.41	3,308.00	21,100.64	(44.77)	99.79%
Other Equipment	9,830.86	3,515.66	9,697.66	(133.20)	98.65%
Total Safety	38,694.00	7,037.67	35,720.44	(2,973.56)	92.32%
School Nutrition - Summer Schools					
Café Personnel	2,587.00	2,482.55	2,482.55	(104.45)	95.96%
Benefits	468.00		0.00	(468.00)	0.00%
Food Supplies	23,860.00	11,322.76	11,322.76	(12,537.24)	47.45%
Total School Nutrition	26,915.00	13,805.31	13,805.31	(13,109.69)	51.29%
Capital Outlay					
Architects	247,542.60	40,117.02	162,041.09	(85,501.51)	65.46%
Transfer to Other Funds	528,069.00	145,033.33	528,067.91	(1.09)	100.00%
Building Construction	167,863.20		166,461.94	(1,401.26)	99.17%
Building Improvements	2,725,252.51	1,966,528.58	2,267,697.34	(457,555.17)	83.21%
Other Capital Outlay	497,902.40	31,489.00	495,288.40	(2,614.00)	99.47%
Total Capital Outlay	4,166,629.71	2,183,167.93	3,619,556.68	(547,073.03)	86.87%
Transfers to Cafeteria Fund	100,000.00	(57,648.34)	42,351.66	(57,648.34)	42.35%
EXPENDITURES TOTAL	65,481,003.66	10,408,329.47	60,881,162.17	(4,599,841.49)	92.98%
TOTAL FUND BALANCE	0.00	(3,703,522.16)	(109,754.97)		

Germantown Municipal School District
REVENUE and EXPENSE REPORT
FEDERAL PROJECTS FUND
As of Month Ending June 30, 2021

	BUDGET	Month	YTD	EXPENDED
REVENUES:				
Consolidated Admin - Title Pgms	144,537.00	17,864.71	135,528.94	93.77%
Title I	2,215,833.00	339,346.94	1,446,823.55	65.29%
Title II	148,838.00	30,230.88	130,764.56	87.86%
Title III	15,960.00	2,279.50	12,987.21	81.37%
Title IV	161,261.00	1,884.49	118,405.10	73.42%
IDEA B	1,566,740.00	133,624.60	1,009,040.75	64.40%
IDEA Preschool	22,471.00	1,569.90	9,584.02	42.65%
IDEA SPDG	20,000.00	331.01	19,995.96	99.98%
IDEA Tech Partnership	1,000.00	0.00	1,000.00	100.00%
Carl Perkins - Basic	53,360.00	28,867.67	39,247.37	73.55%
Carl Perkins - Reserve	44,520.00	930.00	41,199.00	92.54%
ESSER 1.0	1,502,673.00	115,247.58	1,298,243.82	86.40%
ESSER 2.0	5,034,823.00	156,726.26	391,703.33	7.78%
Reopening and Programming Supports Grant	100,000.00	0.00	92,686.38	92.69%
TOTAL REVENUES	11,032,016.00	828,903.54	4,747,209.99	43.03%

EXPENDITURES:				
Title - Cons Admin				
Salaries & Wages	96,656.00	8,054.64	96,657.00	100.00%
Benefits	26,078.00	1,842.60	25,307.22	97.04%
Other Supplies & Materials	1,723.00		1,045.32	60.67%
Inservice/Staff Dev.	7,091.00		709.00	10.00%
Indirect Costs	8,489.00	7,967.47	7,967.47	93.86%
Other Equipment	4,500.00		3,842.93	85.40%
Total Title - Cons Admin	144,537.00	17,864.71	135,528.94	93.77%

Title I				
Salaries & Wages	373,184.00	32,748.32	249,127.41	66.76%
Benefits	75,410.00	5,479.45	46,838.40	62.11%
Consultants	25,000.00			0.00%
Contracts w/Other Schools	10,392.00	10,390.00	10,390.00	99.98%
Contracts for Sub Teachers	51,358.00		11,551.95	22.49%
Other Contract Svcs	104,375.00	10,900.00	84,012.96	80.49%
Inst. Supplies	592,863.00	88,016.05	468,194.29	78.97%
Other Supplies & Materials	2,500.00	955.45	1,941.90	77.68%
Indirect costs	27,533.00	27,533.00	27,533.00	100.00%
Inservice/Staff Dev.	142,257.00	18,350.17	55,660.90	39.13%
Other Charges	240,904.00	4,639.00	9,788.80	4.06%
Regular Instruction Equipment	569,057.00	140,335.50	481,084.95	84.54%
Other Equipment	1,000.00		698.99	69.90%
Total Title I	2,215,833.00	339,346.94	1,446,823.55	65.29%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
FEDERAL PROJECTS FUND
As of Month Ending June 30, 2021

Title II				
Salaries & Wages	90,654.00	23,257.91	85,696.57	94.53%
In-Service Training	22,746.00		14,400.00	63.31%
Benefits	25,569.00	4,457.97	24,189.02	94.60%
Consultants	0.00			#DIV/0!
Contracts for Sub Teachers	0.00			#DIV/0!
Indirect Costs	2,120.00	2,120.00	2,120.00	100.00%
Inservice/Staff Dev.	7,749.00	395.00	4,358.97	56.25%
Total Title II	148,838.00	30,230.88	130,764.56	87.86%
Title III				
Instructional Supplies & Materials	14,660.00	2,179.50	12,687.21	86.54%
Indirect Costs	100.00	100.00	100.00	100.00%
Inservice/Staff Dev.	1,200.00		200.00	16.67%
Total Title III	15,960.00	2,279.50	12,987.21	81.37%
Title IV				
Contracts for Sub Teachers	3,000.00			60.00%
Other Contract Svcs.	500.00		300.00	81.96%
Instructional Supplies & Materials	46,134.00	1,459.49	37,811.94	81.96%
Other Supplies	9,640.00		6,875.32	
Inservice/Staff Dev.	41,507.00	425.00	14,525.15	34.99%
Regular Instruction Equipment	58,480.00		56,950.83	
Other Equipment	2,000.00		1,941.86	97.09%
Total Title IV	161,261.00	1,884.49	118,405.10	73.42%
Carl Perkins - Basic				
Instructional Supplies & Materials	10,300.00	5,600.00	10,300.00	100.00%
Other Supplies	3,400.00		3,400.00	100.00%
Inservice/Staff Dev.	3,274.00		2,279.70	69.63%
Vocational Equipment	36,386.00	23,267.67	23,267.67	63.95%
Total Carl Perkins - Basic	53,360.00	28,867.67	39,247.37	73.55%
Carl Perkins - Reserve				
Other Supplies	8,000.00	930.00	6,475.00	80.94%
Vocational Equipment	36,520.00		34,724.00	95.08%
Total Carl Perkins - Reserve	44,520.00	930.00	41,199.00	92.54%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
FEDERAL PROJECTS FUND
As of Month Ending June 30, 2021

IDEA B				
Salaries & Wages	841,674.00	53,275.41	686,049.30	81.51%
Benefits	289,394.00	13,724.10	212,433.19	73.41%
Contracts W/Private Agencies	80,507.00		1,319.87	1.64%
Maintenance & Repairs-Vehicles	3,000.00			0.00%
Travel	100.00		69.11	69.11%
Other Contract Svcs.	45,908.00			0.00%
Fuel	2,000.00	259.79	964.63	48.23%
Instr. Supplies	57,500.00	86.65	11,532.33	20.06%
Other Supplies	90,000.00	6,125.00	25,584.95	28.43%
Indirect costs	60,000.00	60,000.00	60,000.00	100.00%
Vehicle Insurance	1,000.00			0.00%
Inservice/Staff Dev.	44,657.00	153.65	7,594.14	17.01%
Special Education Equipment	51,000.00		3,493.23	6.85%
Total IDEA B	1,566,740.00	133,624.60	1,009,040.75	64.40%
IDEA Preschool				
Contracts W/Private Agencies	9,000.00			0.00%
Other Supplies	5,183.00	1,244.90	3,554.63	68.58%
Indirect Costs	325.00	325.00	325.00	100.00%
Inservice/Staff Dev.	2,963.00		2,876.02	97.06%
Equipment	5,000.00		2,828.37	56.57%
Total IDEA Preschool	22,471.00	1,569.90	9,584.02	42.65%
IDEA SPDG				
Instructional Supplies & Materials	10,000.00		10,000.00	100.00%
Other Supplies	5,000.00	241.01	4,999.26	
Special Education Equipment	5,000.00	90.00	4,996.70	99.93%
Total IDEA SPDG	20,000.00	331.01	19,995.96	99.98%
IDEA Tech Partnership				
Inservice/Staff Dev.	1,000.00		1,000.00	100.00%
IDEA Tech Partnership	1,000.00	0.00	1,000.00	100.00%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
FEDERAL PROJECTS FUND
As of Month Ending June 30, 2021

ESSER 1.0				
Salaries & Wages	221,000.00	54,884.65	214,102.25	96.88%
Benefits	62,942.00	9,650.05	43,543.74	69.18%
Contracts W/Private Agencies	40,000.00	6,240.00	23,907.43	59.77%
Travel	1,635.00		540.10	33.03%
Contracts for Sub Teachers	331,209.00		318,923.66	96.29%
Noncertified Subs	192,840.00	24,569.41	120,574.66	62.53%
Other Contracted Svcs	62,921.00		40,567.05	64.47%
Custodial Supplies	251,593.00	2,693.88	226,619.87	90.07%
Instructional Supplies & Materials	67,331.00	3,993.19	63,873.00	94.86%
Software	179,243.00	13,059.40	173,779.93	96.95%
Other Supplies	25,347.00		24,979.08	98.55%
Inservice/Staff Dev.	13,218.00		13,199.50	99.86%
Plant Operation Equipment	5,841.00		-	0.00%
Reg Instruction Equipment	23,553.00		11,174.45	47.44%
Special Education Equipment	20,000.00	157.00	19,315.43	96.58%
Other Equipment	4,000.00		3,143.67	78.59%
Total ESSER 1.0	1,502,673.00	115,247.58	1,298,243.82	86.40%
Reopening and Programmatic Supports Grant				
Instructional Supplies & Materials	95,622.00		88,308.38	92.35%
Reg Instruction Equipment	4,378.00		4,378.00	100.00%
Total Reopening and Programmatic Supports	100,000.00	0.00	92,686.38	92.69%
ESSER 2.0				
Building Construction	5,034,823.00	156,726.26	391,703.33	7.78%
Total ESSER 2.0	5,034,823.00	156,726.26	391,703.33	7.78%
Total Expenditures	11,032,016.00	828,903.54	4,747,209.99	43.03%
TOTAL FUND BALANCE	0.00	0.00	-	

Germantown Municipal School District
REVENUE and EXPENSE REPORT
HEALTH INSURANCE FUND
As of Month Ending June 30, 2021

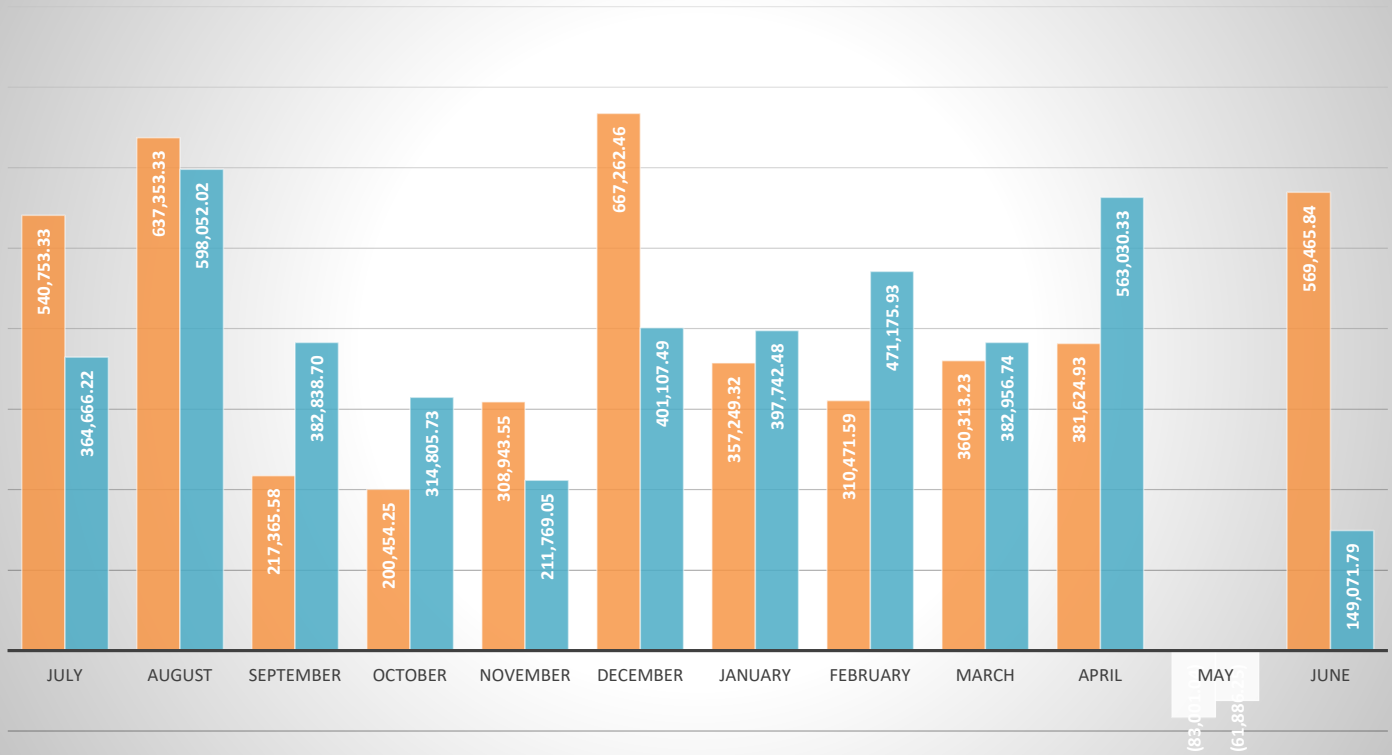
	Month	FYTD	BUDGET	EXPENDED
REVENUES:				
Employee Contributions	93,596.00	1,847,188.10	1,766,260.00	104.58%
Employer Contributions	174,564.88	3,439,131.42	3,295,640.00	104.35%
Other Income	44,121.00	227,250.00	200,000.00	113.63%
Interest Income	8.09	1,481.19	0.00	
Reserves			428,100.00	0.00%
TOTAL REVENUES:	312,289.97	5,515,050.71	5,690,000.00	96.93%
EXPENDITURES:				
Medical Claims	471,918.02	4,370,708.55	4,870,000.00	89.75%
Stop-Loss Premiums	45,139.79	565,718.35	580,000.00	97.54%
Administrative Expenses	19,925.75	217,106.15	240,000.00	90.46%
TOTAL EXPENDITURES:	536,983.56	5,153,533.05	5,690,000.00	90.57%
FUND BALANCE	(224,693.59)	361,517.66	0.00	

	FY 21 Cash Basis Claims	FY 20 Cash Basis Claims	
July	540,753.33	364,666.22	
August	637,353.33	598,052.02	
September	217,365.58	382,838.70	
October	200,454.25	314,805.73	
November	308,943.55	211,769.05	
December	667,262.46	401,107.49	
January	357,249.32	397,742.48	
February	310,471.59	471,175.93	
March	360,313.23	382,956.74	
April	381,624.93	563,030.33	
May	(83,001.04)	(61,886.25)	
June	569,465.84	149,071.79	
Y-T-D	<u>4,468,256.37</u>	<u>4,175,330.23</u>	Monthly Average Budgeted <u>405,833.33</u>

Germantown Municipal School District
REVENUE and EXPENSE REPORT
HEALTH INSURANCE FUND
 As of Month Ending June 30, 2021

Analysis of Cash Basis Claims for FY 2020-21

■ FY21



Germantown Municipal School District
REVENUE and EXPENSE REPORT
CAPITAL PROJECTS FUND

As of Ending June 30, 2021

	<u>BUDGET</u>	<u>Month</u>	<u>YTD</u>	<u>EXPENDED</u>
REVENUES:				
County Commission	417,075.00	135,583.68	1,775,974.11	425.82%
Bonds Issued	417,834.00		396,372.88	94.86%
Transfers from City of Germantown	500,000.00		500,000.00	100.00%
Notes - HHS Athletics and Arts Found	162,845.38		162,845.30	100.00%
Interest Income			82.13	
Reserves	2,885,754.09			0.00%
TOTAL REVENUES:	<u>4,383,508.47</u>	<u>135,583.68</u>	<u>2,835,274.42</u>	<u>64.68%</u>
EXPENDITURES:				
Architects	876,271.16	24,815.55	699,479.92	79.82%
Building Construction	608,913.91		583,792.81	95.87%
Building Improvements	2,800,137.22	9,840.54	2,581,182.27	92.18%
Other Equipment	98,186.18	23,263.96	96,407.67	98.19%
TOAL EXPENDITURES:	<u>4,383,508.47</u>	<u>57,920.05</u>	<u>3,960,862.67</u>	<u>90.36%</u>
FUND BALANCE	<u><u>0.00</u></u>	<u><u>77,663.63</u></u>	<u><u>(1,125,588.25)</u></u>	

Germantown Municipal School District
REVENUE and EXPENSE REPORT
CAFETERIA FUND

As of Month Ending June 30, 2021

	BUDGET	Month	YTD	EXPENDED
REVENUES:				
Lunch, Breakfast, A la Carte Sales	1,273,213.00		210,202.80	16.51%
USDA School Lunch	311,546.00	20,513.40	767,570.04	246.37%
USDA Breakfast	38,443.00	12,579.84	124,628.89	324.19%
Other State Funds			10,506.44	#DIV/0!
Other Federal Thru State Funds			3,124.05	#DIV/0!
Other	2,458.00	1,137.50	1,714.00	69.73%
Reserves				
TOTAL REVENUES	1,625,660.00	34,230.74	1,117,746.22	68.76%
EXPENDITURES:				
Other Contracted Services - SFE	1,364,115.00	115,816.10	1,039,717.81	76.22%
NET BALANCE	261,545.00	(81,585.36)	78,028.41	29.83%
DISTRICT EXPENDITURES:				
Maint and Repair - Equipment	40,422.17	1,775.55	26,164.12	64.73%
Other Supplies & Materials	7,000.00	495.00	2,950.00	42.14%
Equipment	150,000.00	37,520.00	90,920.35	60.61%
TOTAL DISTRICT EXPENDITURES	197,422.17		120,034.47	60.80%
EXPENDITURES TOTAL	1,561,537.17	115,816.10	1,159,752.28	
Excess/(Def) of Revenues over Expenditures	64,122.83	(81,585.36)	(42,006.06)	-65.51%
Operating Transfer In	100,000.00	(57,648.34)	42,351.66	42.35%
FUND BALANCE	164,122.83	(139,233.70)	345.60	

Germantown Municipal School District
REVENUE and EXPENSE REPORT
OPEB TRUST

As of Month Ending June 30, 2021

	<u>Month</u>	<u>YTD</u>	<u>BUDGET</u>	<u>EXPENDED</u>
REVENUES:				
Employer Contributions		709,990.00	755,000.00	94.04%
Retiree Contributions	75,000.00	75,000.00	75,000.00	100.00%
Interest and Dividend Income	4,701.50	55,720.37	75,000.00	74.29%
Realized gain/(loss) on investments	2,039.02	190,696.04	0.00	
Unrealized gain/(loss) on investments	40,595.22	569,384.98	210,000.00	271.14%
Other Income			0.00	
TOTAL REVENUES	122,335.74	1,600,791.39	1,115,000.00	143.57%
EXPENDITURES:				
Retiree Stipends	5,400.00	62,250.00	60,000.00	103.75%
Medical Claims		146,138.18	600,000.00	24.36%
Insurance Premiums	10,673.04	38,825.04	48,000.00	80.89%
Administrative Expenses	1,208.33	17,599.96	25,000.00	70.40%
TOTAL EXPENDITURES	17,281.37	264,813.18	733,000.00	36.13%
FUND BALANCE	105,054.37	1,335,978.21	382,000.00	

Germantown Municipal School District

Monitoring: Review: Annually, in November	Descriptor Term: Board Member Development Opportunities	Descriptor Code: 1.204	Issued Date: 08/**/21
		Rescinds:	Issued: 12/02/13

1 The Board shall participate in activities designed to assist board members in improving their skills
2 as members of a policy-making body.

3 In order to control both the investment of time and funds necessary to implement this policy, the
4 Board establishes these principles and procedures for its guidance:

- 5 1. Funds for participation at such meetings shall be budgeted on an annual basis. The Board as
6 a whole shall retain the authority to approve or disapprove the participation of members in
7 planned activities;
- 8 2. Reimbursement to board members for their travel expenses shall be in accord with the travel
9 expense policy for staff members;¹
- 10 3. When a conference, convention or workshop is not attended by the full Board, those
11 participating should share information and materials acquired at the meeting.
12
13

14 **APPLICABLE UNTIL JULY 1, 2022**

15 All newly-elected Board Members shall attend a fourteen (14) hour orientation during their first year in
16 office. The School Board Academy shall be administered by the State Department of Education.

17 The annual program of the School Board Academy will consist of modules approved by the State Board
18 of Education. The Tennessee School Boards Association (TSBA) shall develop and conduct the majority
19 of the approved modules.

20 **EFFECTIVE JULY 1, 2022**

21 Beginning on July 1, 2022, newly elected or newly appointed Board Members shall, at a minimum,
22 participate in twenty-one (21) hours of training during their first year in office. The twenty-one (21)
23 hours shall include fourteen (14) hours of orientation training courses covering topics outlined below;
24 however, if a new Board Member has been elected to the Board with a break in service of more than
25 four (4) years, the new Board Member may choose to substitute any orientation training course with any
26 other approved training course to count toward the required fourteen (14) hours of orientation training.
27 The remaining seven (7) hours shall be selected from any additional approved training course(s). All
28 required training hours shall be completed within twelve (12) months of joining the School Board.

29 The content of the training courses shall cover the following topics:

- 1 i. Education's governance structure;
- 2 ii. School data and finance;
- 3 iii. Communication and engagement;
- 4 iv. Board policies;
- 5 v. Strategic planning;
- 6 vi. School law;
- 7 vii. Board/Director of Schools relations;
- 8 viii. Board/staff relations;
- 9 ix. Board/student relations;
- 10 x. Tennessee open meetings and open records requirements; and
- 11 xi. Conflict of Interest and ethics.

12 All training courses shall be approved by the State of Tennessee Board of Education.

13 **Effective until July 1, 2022:**

14 Every Board Member shall participate annually in seven (7) hours of training provided by the School
 15 Board Academy. The School Board Academy shall be administered by the State Department of
 16 Education.

17 **Effective July 1, 2022:**

18 Effective July 1, 2022, Board Members with one (1) or more years of service with a break in service of
 19 no more than four (4) years shall, at a minimum, complete seven (7) hours of training each fiscal year.
 20 Said Board Members shall select any training course approved by the Tennessee State Board of
 21 Education to meet the seven (7) hours of training required.

Legal References

1. TCA § 49-2-2001(c)
2. T.C.A. § 49-2-202
3. State Board of Education Rule 0520-01-02-.11

Cross References

Board Self-Evaluation 1.103
 Memberships 1.104
 School Board Legislative Involvement 1.105
 School District Goals 1.700
 School Calendar 1.800
 Expenses and Reimbursements 2.804

Germantown Municipal School District

Monitoring: Review: Annually in June	Descriptor Term: Reporting Threats of Mass Violence	Descriptor Code: 1.810	Issued Date: 08/**/21
		Rescinds:	Issued:

1 **DEFINITIONS**

2 “Mass violence” means any act which a reasonable person would conclude could lead to the serious
3 bodily injury, or the death of two or more persons.

4 “Means of communication” means direct and indirect verbal, written, or electronic communications,
5 including graffiti, pictures, diagrams telephone calls, voice over internet protocol calls, video messages,
6 voice mails, electronic mail, social media posts, instant messages, chat group posts, text messages, and
7 any other recognized means of conveying information.

8 “School” means any GMSD school.

9 “School property” means any school building or bus, school campus, grounds, recreational area, athletic
10 field or other property owned, used, or operated by GMSD.

11 **THREATS OF MASS VIOLENCE ARE STRICTLY PROHIBITED**

12 A person who recklessly, by any means of communication, threatens to commit an act of mass violence
13 on school property or at a GMSD school-related activity commits a Class A misdemeanor.

14 Any GMSD employee that by any means of communication, threatens to commit an act of mass violence
15 on school property or at a GMSD school-related activity shall receive a disciplinary action, up to and
16 including termination.

17 Any GMSD student that by any means of communication, threatens to commit an act of mass violence
18 on school property or at a GMSD school-related activity shall result in disciplinary action pursuant to
19 the GMSD Discipline Policy.

20 **REPORTING**

21 Any person who has knowledge of a threat of mass violence on school property or at a GMSD school-
22 related activity shall report the threat immediately to:

23 a) The local law enforcement agency with jurisdiction over the school property or a GMSD school-
24 related activity; AND

25 b) The Principal of the school property or GMSD school related activity that is the threatened
26 subject of mass violence.

1 The report must include, to the extent known by the reporter, the nature of the threat of mass violence,
2 the name and address of the person making the threat, the facts requiring the report, and any other
3 pertinent information.

4 **FAILURE TO REPORT**

5 Failure of a GMSD employee to report a threat of mass violence on a school property or at a GMSD
6 school-related activity shall result in disciplinary action up to and including termination.

7 Failure of a GMSD student to report a threat of mass violence on a school property or at a GMSD school-
8 related activity shall result in disciplinary action pursuant to the GMSD Discipline Policy.

9 Any person who has knowledge of a threat of mass violence on school property or at a GMSD school-
10 related activity and knowingly fails to report the threat commits a Class B misdemeanor.¹

Legal References

1. T.C.A. § 39-16-517

Germantown Municipal School District

Monitoring: Review: Annually, in October	Descriptor Term: Emergency School Closures	Descriptor Code: 3.204	Issued Date: 08/**/21
		Rescinds: 3.204	Issued: 07/21/14

1 In the event of an emergency, either pending or ongoing, the Superintendent or designee will make
2 school closure decisions at the district level. These closures may involve individual schools or the entire
3 district. Subsequently, the reopening of schools subject to emergency closure will be at the discretion of
4 the same authority. Emergency School Closures

5
6 In making the decision to close schools, the superintendent considers many factors including
7 the following relative to the fundamental concern for the safety and health of children:

- 8 1. Weather conditions, both existing and predicted;
- 9 2. Driving, traffic, and parking conditions, affecting public and private transportation
10 facilities;
- 11 3. Actual occurrence or imminent possibility of any emergency condition which would
12 make the operation of schools difficult or dangerous; and
13
- 14 4. Inability of teaching personnel to report for duty that might result in inadequate
15 supervision of students.
16
17
18

19 Notwithstanding, the language above, during an emergency, if the Governor of the State of Tennessee
20 issues an Executive Order with statewide applicability that requires schools to be open for in-person
21 learning and instruction, then the Executive Order shall supersede the Superintendent's, or designee's,
22 decision to close schools.

23 In the event schools are closed due to inclement weather or other calamity, all extracurricular activities
24 scheduled within the district for those days will be canceled or postponed, unless otherwise approved
25 by the Superintendent.

26 EMPLOYEE RESPONSIBILITIES

27 In the event of an emergency that requires closure of a school building, group of schools, or the entire
28 district, the Superintendent is authorized to continue to pay employees who are not able to physically
29 report for duty as a result. These employees shall receive their regular wages. Such payments shall not
30 exceed the number of days budgeted for each employee.

31 During such emergencies, the location of employees' work shall be directed by the Superintendent.
32 ~~Superintendent may designate certain employees as essential. Such employees shall work as directed by~~

- 1 ~~the Superintendent, whether that is by physical appearance at work or teleworking under Policy 5.1151.~~
- 2 ~~Essential employees must use leave to be excused from work absent special permission as determined~~
- 3 ~~by the Superintendent/designee.~~

Cross References

Telework During Emergencies 5.1151

Legal References

T.C.A. § 58-2-101
Public Chapter No. 96 (2021)

Germantown Municipal School District

Monitoring: Review: Annually, in March	Descriptor Term: Special Education	Descriptor Code: 4.202	Issued Date: 08/**/21
		Rescinds: 4.202	Issued: 03/19/18

1 The GMSD Assistant Superintendent for Exceptional Student Education shall be responsible for
2 ensuring that the District has a procedure for identifying and evaluating children who are suspected of
3 having a disability and that the procedure is being properly implemented.^{1,2,3}

4 A free appropriate public education (FAPE) shall be available to all children with disabilities,
5 aged three (3) through the school year the student turns twenty-two (22), including those children who
6 have been suspended or expelled from school for more than ten (10) school days in a school year.

7 The GMSD Assistant Superintendent for Exceptional Student Education, in coordination with the
8 GMSD Chief Financial Officer shall be responsible for developing a procedure for the administration
9 of IDEA and preschool funds and shall maintain appropriate records and reports to be used in planning
10 and evaluating special education programs and services.

11 Students with disabilities shall be educated with the general student population to the maximum extent
12 appropriate and should be placed in separate or special classes only when the severity of the disability
13 is such that education in regular classes, even with the use of supplementary aids and services, cannot
14 be accomplished satisfactorily, **as determined by the student's IEP team.**

15 Eligibility standards and options for service for special education services shall be based upon the
16 criteria specified in state regulations.

17 ~~Students receiving special education services shall not be restrained, except as permitted by state law
18 and regulations.~~

ISOLATION AND RESTRAINT

20 **DEFINITIONS⁴**

21 “Emergency ~~Situations~~” means that a **student's** ~~child's~~ behavior poses a threat to the physical safety of
22 the student or others nearby.

23 “Isolation” or “Seclusion” means the confinement of a student alone, **with no other students, staff, or**
24 **persons present,** in a room with or without a door, or other enclosed area or structure pursuant to
25 T.C.A. § 49-10-1305(g) where the student is physically prevented from leaving **because a door, object,**
26 **or school personnel is blocking the student's exit;** and does not include time-out, a behavior
27 management procedure in which the opportunity for positive reinforcement is withheld, contingent
28 upon the demonstration of undesired behavior; provided, that time-out may involve the voluntary
29 separation of **a student receiving special education services** ~~an individual student~~ from others.

1 “Physical holding restraint” means the use of body contact by school personnel with a student to
2 restrict freedom of movement or normal access to the student’s body **except for:**

3 **(A) The holding of a student by an adult in order to calm or comfort the student in the absence of an**
4 **emergency;**

5 **(B) Contact necessary to physically escort a student from one area to another in the absence of an**
6 **emergency;**

7 **(C) Assisting a student in completing a task or response if the student does not resist or if the**
8 **resistance is of a minimal intensity or duration;**

9 **(D) Physically redirecting a student if the student does not resist or if the resistance is of minimal**
10 **intensity or duration; or**

11 **(E) School personnel blocking a student’s exit or elopement by physically placing themselves in**
12 **front of the student.**

13 “Behavior intervention training program” means a training program in **evidence-based positive**
14 **behavioral supports, evidence-based crisis intervention and evidence-based techniques for the safe use**
15 **of restraint and isolation.**

16 “Mechanical restraint” means the application of a mechanical device, material, or equipment attached or
17 adjacent to the student’s body, including ambulatory restraints, which the student cannot easily remove
18 and that restrict freedom of movement or normal access to the student’s body. “Mechanical restraint”
19 does not include the use of restraints for medical immobilization, adaptive support, or medical protection,
20 or the use of a seatbelt or other device, including, but not limited to, a belting system or harness, to secure
21 a child with a disability during transit on a bus or vehicle operated by GMSD or a provider contracted to
22 serve GMSD’s transportation needs.

23 “Chemical restraint” means a medication that is prescribed to restrict a student’s freedom of movement
24 for the control of extreme violent physical behavior. Chemical restraints are medications used in addition
25 to, or in replacement of, a student’s regular drug regimen to control extreme violent physical behavior.
26 The medications that comprise the student’s regular medical regimen, including PRN medications, are
27 not considered chemical restraints, even if their purpose is to treat ongoing behavioral symptoms.

28 “Restraint” means a chemical restraint, mechanical restraint, or physical holding restraint.

29 “Positive behavioral supports” means a systematic approach using **evidence-based practices to improve**
30 **school environments, and to prevent and respond to problem behavior that :**

31 **(A) Is proactive and instructional, rather than reactive and punitive;**

32 **(B) Operates on the following three (3) levels:**

33 **(i) Individual;**

34 **(ii) Group or classroom; and**

- 1 (iii) The whole school;
- 2 (C) Includes a system of continual data collection;
- 3 (D) Utilizes data-based decision-making;
- 4 (E) Applies research-validated positive behavioral interventions; and
- 5 (F) Improves academic and social outcomes for all students, including those with the most complex
6 and intensive behavioral needs.

7 **REQUIREMENTS FOR USING ISOLATION OR RESTRAINTS**

8 For a ~~A~~ student receiving special education services, isolation or a physical holding restraint may only
9 be used in emergency situations. ~~may be physically restrained or isolated only in emergency~~
10 ~~situations. Only the Principal or Principal's designee may authorize the use of isolation or restraint.~~

11 Individualized education programs that provide for the use of ~~restraint or~~ isolation or a physical
12 holding restraint for certain behavior ~~in emergency situations~~ must ~~shall~~ contain a data driven
13 functional behavior assessment and a plan for modification of the behavior ~~developed and~~
14 ~~implemented by a qualified team of professionals.~~

15 In the event that a physical holding restraint or isolation is imposed on a student, it shall be imposed by
16 ~~any~~ school personnel who have been trained and certified for completing a behavior intervention
17 training program or other school personnel when trained and certified personnel are not immediately
18 available. ~~including transportation and immobilization procedures through either the Crisis~~
19 ~~Prevention Institute or the Professional Crisis Management Association; or other school personnel only~~
20 ~~if personnel who have been certified for completing a behavior intervention training program are~~
21 ~~not immediately available. Whenever possible, an additional school staff member should serve as an~~
22 ~~observer to any act of physical restraint performed on a student. School personnel shall maintain a~~
23 ~~continuous direct line of sight to a student who is in isolation.~~

24 If school personnel impose isolation or restraint, then the school shall immediately contact the school
25 Principal or his/her designee. The Principal or his/her designee must observe and evaluate the student's
26 condition within a reasonable time after the isolation or restraint was used. The Principal or his/her
27 designee shall notify the student's parent or guardian orally or by written or printed communication on
28 the same day the isolation or restraint was used.

29 An IEP team meeting must be convened within ten (10) days of the use of a restraint if:

- 30 (1) The student's IEP does not provide for the use of a physical holding restraint generally,
31 or for the behavior that precipitated the use of the restraint; or
- 32
- 33 (2) A physical holding restraint is used for an extended period of time, as determined by the
34 state board of education.

35 An IEP team meeting must be convened within ten (10) days of the use of an isolation if:

- 1 (1) The student's IEP does not provide for the use of an isolation generally, or for the
- 2 behavior that precipitated the use of the isolation; or
- 3 (2) An isolation is used for an extended period of time, as determined by the state board of
- 4 education.

5 **RESTRICTIONS ON ADMINISTRATION OF, OR USE OF, ISOLATION OR RESTRAINT**

6 Administering a chemical restraint to a student receiving special education services is prohibited;

7 provided that chemical restraints are not prohibited when administered for therapeutic purposes under

8 the direction of a physician and with the student's parent or guardian's consent to administer such

9 chemical restraint.

10 Administering a noxious substance to a student receiving special education services, as defined by

11 T.C.A. § 49-10-102 is prohibited.

12 The use of any mechanical restraint on any student receiving special education services is prohibited.

13 The use of isolation or restraint as a means of coercion, punishment, convenience or retaliation on any

14 student receiving special education services is prohibited.

15 Removing or disabling any equipment or device that a student requires, including, but not limited to, a

16 power wheelchair, brace, augmentative communication device, or walker, as a means of coercion,

17 punishment, convenience, or retaliation on any student receiving special education services is prohibited.

18 The use of a locked door, or any physical structure, mechanism, or device that substantially accomplishes

19 the function of locking a student in a room, structure, or area, is prohibited.

20 Any enclosed area or structure used as an isolation room shall be:

- 21 a) Unlocked and incapable of being locked;
- 22 b) Free of any condition that could be a danger to the student;
- 23 c) Well ventilated and temperature controlled;
- 24 d) Sufficiently lighted for the comfort and well-being of the student;
- 25 e) Where school personnel are in continuous direct visual contact with the student at all
- 26 times;
- 27 f) At least forty (40) square feet ; and
- 28 g) In compliance with all applicable state and local fire, health, and safety codes.

29 Actions undertaken by school personnel to break up a fight or to take a weapon from a student are not

30 prohibited; however, these acts shall be reported to the Principal of the school where the fight took

31 place or the weapon was taken.

32 ~~If a student's individualized education program does not provide for the use of isolation or restraint for~~

33 ~~the behavior precipitating such action or if school personnel are required to use isolation or restraint~~

34 ~~over an extended period of time as determined by Department of Education rules, then an individual~~

1 ~~education program meeting shall be convened with ten (10) days following the use of the isolation or~~
2 ~~restraint.~~

3 ~~School personnel who must isolate or restrain a student receiving special education services, shall~~
4 ~~report the incident to the school Principal or the Principal's designee who shall record the use of the~~
5 ~~isolation or restraint and the facts surrounding such use on the form provided by the Tennessee~~
6 ~~Department of Education.~~

7 **TRAINING**

8 GMSD will **strive to** provide training for all GMSD administrators and special education teachers
9 **concerning behavior intervention.**

10 ~~As stated above, in the event that restraint or isolation is imposed on a student, it shall be imposed by~~
11 ~~school personnel who have been certified for completing a behavior intervention training program,~~
12 ~~unless personnel who have been certified for completing a behavior intervention training program are~~
13 ~~not immediately available.~~

14 Staff members who are primarily authorized to perform isolation or restraint functions must receive
15 annual behavior intervention training including transportation and immobilization procedures through
16 the Crisis Prevention Institute or the Professional Crisis Management Association.

17 **Responsibility**

18 Each Principal shall be responsible for ensuring that staff in his/her building receives training. The
19 Department of Exceptional Student Education is responsible for reviewing school documentation of
20 the use of isolation and restraint and for implementing this Policy.

Legal References

TRR/MS 0520-01-09
T.C.A. § 49-10-101 et. seq.
Education of Individuals with Disabilities 20
U.S. C. Sections 1400-1485. Section 504 of the
Rehabilitation Act of 1973. (Note: 504 of the
Rehabilitation Act of 1973 has been interpreted
by the courts to protect individuals with
contagious diseases.)
T.C.A. § 49-10-1303
T.C.A. § 49-10-1305; TRR/MS 0520-1-9-.23
T.C.A. § 49-10-1301, *et seq.*

Germantown Municipal School District

Monitoring: Review: Annually, in August	Descriptor Term: Temporary Instructional Policy for Students Testing Positive for COVID-19 or Possible Exposure to COVID-19	Descriptor Code: 4.205	Issued Date: 08/**/21
		Rescinds:	Issued:

1 For the 2021-22 school year only, at the discretion of the Superintendent, students who are
 2 temporarily quarantined due to a positive COVID-19 test result or possible exposure to COVID-19
 3 may participate in remote instruction offered by GMSD on a temporary basis during the period of
 4 quarantine only.

5 Students who participate in remote instruction during a temporary COVID-19 Quarantine Period may
 6 be counted as present as long as the student exhibits proof of attendance by daily periodic visual,
 7 verbal, and/or written confirmation of student participation in 6 ½ hours of instructional time per day
 8 for grades 1-12 and 4 hours of instructional time per day for kindergarten. Students will be provided
 9 required methods of proof of attendance by their respective teachers.

Germantown Municipal School District

Monitoring: Review: Annually, in March	Descriptor Term: Interscholastic Athletics	Descriptor Code: 4.301	Issued Date: 08/**/21
		Rescinds:	Issued: 08/18/14

1 No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be
2 treated differently from another person or otherwise be discriminated against in any athletic program of
3 the school. Equal athletic opportunity shall be provided for members of both sexes.¹

4 The Principal shall be held responsible for the administration and control of interscholastic athletic
5 programs with in his/her school.

6 **Scheduling Athletic Events**

7 The Principal is authorized to schedule events for his/her school subject to the approval of the
8 Superintendent. Principals shall ensure that school regulations regarding participation in sport are
9 reasonable. Athletic schedule shall be filed in each school Principal's office. The Principal or his/her
10 designee must accompany Athletic teams on trips. The Principal or his/her designee approves
11 transportation of the teams to athletic games.

12 **Information Required to Participate**

13 Before being allowed to participate in the first practice session of the sport, the following information
14 must be on file in the Principal's office for each participant:

- 15 • Written evidence that the student has permission to participate. The parent or guardian must
16 also sign the document.
17
- 18 • Written evidence the student and parent/guardian are aware of the TSSAA Concussion Policy.
19 Parents and/or Guardian must sign-~~ed~~ and return~~ed~~ the Student-athlete & Parent/Legal
20 Guardian Concussion Statement to the proper designee ~~assigned by the Principal for being~~
21 ~~allowed to practice or participate in any athletic contest.~~
22
- 23 • Written evidence that the student has passed a physical examination.³ This must be signed by a
24 doctor of medicine, osteopathic physician, and physician assistant or certified nurse
25 practitioner. Physical examinations must be given on or after May 1 and are then current for 13
26 months or the entire upcoming school year.
27
- 28 • Written evidence that the student is covered by family insurance policy. This statement must
29 list the name of the company and be signed by the parent or guardian. If the student is not
30 covered by family policy, the student must have the special senior high football policy or
31 student insurance that covers all middle, ninth and senior high sports except senior high

1 football. Coverage shall not be less than the limits set forth in T.C.A. § 29-20-403.

- 2 • If an athlete goes to an athletic screening examination and is referred to another physician for
3 further evaluation, the parents or guardian must provide the coach with written evidence that
4 the student has passed a physical examination and the physician must address the condition for
5 Athletic Program General Rules and Regulations which the student was referred. The
6 physician must also specify any accommodations that are needed or must be made.
- 7 • A student's gender for purposes of participation in a middle or high school interscholastic
8 activity or event must be determined by the student's sex at the time of the student's birth, as
9 indicated on the student's original birth certificate. Each student participating in a middle or
10 high school interscholastic activity must present the student's original birth certificate. If a
11 student's original birth certificate does not appear to be the original birth certificate or does not
12 indicate the student's sex upon birth, then the student must provide other evidence indicating
13 the student's sex at the time of birth. The student or the student's parent or guardian must pay
14 any costs associated with providing evidence of birth.

15 **Hiring of Coaches**

16 Principals must make sure that the TSSAA and GMSD policies are followed if he/she thinks he/she
17 may need a non-faculty coach. A letter from the Principal to the Athletic Director must be sent
18 requesting this assistance. The position will then be advertised. Next, the Director of Student Services
19 and the Athletic Director must approve this request. An application will have to be completed
20 including fingerprinting and background check. Then, the TSSAA will have to approve the request.
21 Until all these steps are followed, no non-faculty coach can be assigned. Please note that all new
22 teachers who coach hired in 2000 and thereafter will be required to attend the TSSAA coaches'
23 certification program. Every coach is to finish his/her season once it is scheduled.

24 **Safety/Sportsmanship**

25 Safety always must be the number one concern. Principals must make sure that the "Heat Stress
26 Guidelines" and "Lightning Guidelines" are followed, that each coach has an emergency plan ready in
27 case of injury, but no athlete is allowed to practice unless a current physical, parent permission and
28 proof of insurance form is on file. Emergency cards are to be taken to all practices, scrimmages and
29 games. Good sportsmanship is required. Coaches and players are to set examples for good
30 sportsmanship at all times. Nothing else will be acceptable.

31 **Scheduling of Athletic Events**

32 Athletic events must adhere to the following scheduling rules:

- 33 • All athletic practice must be held outside of school hours unless the specific practice is
34 approved on an annual basis by the Board of Education and reflected in the minutes.
35
- 36 • There shall be no games or matches scheduled during examination week until examinations are
37 completed.

- 1
- 2 • All practice sessions and games shall be under the supervision of qualified personnel.
- 3
- 4 • Middle school and high school coaching positions can be assigned to non-faculty if the position
- 5 has been advertised and no full-time or retired employee with a teaching license who meets the
- 6 qualifications required for coaching this specific sport in question is available.
- 7
- 8 • No Principal or teacher of any school under the control of the Board shall dismiss his/her
- 9 school or any group of students for the purpose of attending the practice of any interscholastic
- 10 sport during the school day without written permission from the district office. This does not
- 11 prevent the inclusion of regular physical training lessons in the daily school program.
- 12
- 13 • All TSSAA regulations must be followed.²
- 14
- 15 • All non-faculty coaches must be approved by the Principal, the Director of Student Services,
- 16 and the TSSAA.

17 **Hazing**

18 Coaches, employees and volunteers of the school district shall not encourage, permit, condone or

19 tolerate hazing activities.

20 **Verification of Age for Grades 7 through 12**

21 Verification of birthday is required for athletic eligibility in all sports for grades 7 through 12.

22 **Revenue Collection Rules and Procedures**

23 Whenever money is collected for admission to an athletic contest, a ticket must be given to the

24 consumer.

- 25 • A ticket reconciliation report is required for all events for which a fee is charged.
- 26 • The ticket reconciliation report and money must be given to the Principal or Principal's
- 27 designee for deposit within three days of event. However, it is recommended that money be
- 28 deposited daily.
- 29 • For further details for paid admission and collection/deposits, please refer to the Tennessee
- 30 Internal School Uniform Accounting Policy Manual, Section 5, pp. 5-5 and 5-6. A copy of the
- 31 Manual should be located at each school's main office. It is also located on the state website
- 32 <http://www.state.tn.us/education/fa/ed331936sec.pdf>.

33 **Security Rule**

34 Each school must have an administrator or designee at every athletic contest. TSSAA and this policy

35 require an administrator to be present at each varsity football, basketball, and soccer contest. Each

36 administrator or designee must identify himself/herself to all who are directing or supervising the

1 contest. Also, an administrator and police officer(s) must be present at each middle school and ninth
2 grade football and basketball contest. Principals of 7-12 schools are required to have police officers at
3 all football and basketball contests. The employment of police officers and the number to be employed
4 at all athletic contests is also left to the discretion of the Principal.

5 **CPR & AED TRAINING**

6 All coaches, whether employed by GMSD or as a volunteer, shall annually receive training in
7 cardiopulmonary resuscitation (CPR) and in the use of automated external defibrillators (AED).

8 **CARDIAC ARREST EDUCATION**

9 All coaches, whether employed by GMSD or as a volunteer, shall annually complete a sudden cardiac
10 arrest education program.

11 **SEVERE WEATHER**

12 A. All coaches, whether employed by GMSD or as a volunteer, that participate in outdoor training,
13 practice, or competition, shall annually complete a heat illness prevention course approved by
14 the Department of Health. Said course shall be completed no later than ninety (90) days after the
15 start of the coach's employment or volunteer service. After the coach completes the first heat
16 illness prevention course, the coach shall annually acknowledge in writing that the coach
17 completed the course and that the coach understands the requirements and importance of the
18 course.

19 B. All coaches, whether employed by GMSD or as a volunteer, that participate in outdoor training,
20 practice, or competition, shall annually receive training on activity modifications based on
21 environmental conditions, such as lightning.

22 **INFORMATIONAL MEETING**

23 An informational meeting shall be held before the start of each school athletic season for students,
24 parents, coaches, and school officials to learn about the symptoms and warning signs of sudden cardiac
25 arrest; heat illness; concussions and other head injuries; and other health, safety, and wellness issues
26 related to sports participation, and to receive information about electrocardiogram (EKG) testing, and
27 each of the safety plans and policies implemented by GMSD.

28 **COACHES' CODE OF CONDUCT**

29 All coaches, whether employed by GMSD or as a volunteer, shall adhere to the following Coaches' Code
30 of Conduct:

As an employee coach or volunteer coach for GMSD athletics, I will:

1. Be aware that I have tremendous influence, for either good or ill, on the education of the student- athlete and, thus, shall never place the value of winning above the value of instilling the highest ideals of character.
2. In all personal contact with student-athletes, parents, officials, athletic directors, school administrators, the media, and the public, I will strive to set an example of the highest ethical and moral conduct.
3. Take an active role in the prevention of drug, alcohol, and tobacco abuse.
4. Avoid the use of alcohol and tobacco products when in contact with players.
5. Master the contest rules and teach them to student-athletes. I shall not seek an advantage by circumvention of the spirit or letter of the rules.
6. Respect and support contest officials. I shall not indulge in conduct which would incite players or spectators against the officials. Public criticism of officials is prohibited.
7. Before and after contests, I will meet and exchange cordial greetings with opposing team coaches to set the correct tone for the event.
8. Not exert pressure on faculty members to give student-athletes special consideration.
9. Conduct myself in a dignified manner relating to emotions, language, attitude, and actions.
10. Refrain from physical contact with athletes except where necessary for the development of the athletes' skill(s) or athletic ability.
11. Strive to develop in each athlete the qualities of leadership, initiative, and good judgment.
12. Respect each individual athlete.
13. Seek to inculcate good health habits, including the establishment of sound training rules.
14. Fulfill responsibilities to provide an environment free of safety hazards.
15. Display modesty in victory and graciousness in defeat.

1 **BACKGROUND CHECKS**

2 All GMSD employee and volunteer coaches, and all persons engaged or contracted to, referee or officiate
3 at any interscholastic athletic event, shall pass a background check conducted by the Tennessee Bureau
4 of Investigation.

Legal References

34 CFR § 106.41
TRR/MS 0520-01-02-.08(1)
TRR/MS 0520-01-03-.08(2)(b)
T.C.A. § 49-6-1501
T.C.A. § 49-6-1503
Public Chapter 40 (2021)

Cross References

Attendance 6.200

Germantown Municipal School District

Monitoring: Review: Annually, in May	Descriptor Term: Textbooks	Descriptor Code: 4.401	Issued Date: 08/**/21
		Rescinds:	Issued: 09/15/14

1 SELECTION¹

2 The selection of textbooks shall be completed according to the laws and policies required by the State
3 of Tennessee and the State Textbook Commission. The responsibility for textbook selection rests with
4 the local textbook selection committees subject to approval by the Board. The Superintendent shall
5 establish a procedure for providing citizens of the community with an opportunity to examine proposed
6 textbooks prior to their final adoption, including public notice of time and location at which textbooks
7 may be examined.²

8 COMPLAINTS & RECONSIDERATION

9 The Superintendent shall develop forms and procedures to enable citizens to file complaints regarding
10 the selection or content of approved textbooks. Following the conclusion of this administrative process,
11 a complainant may appeal an outcome to the Board.

12 DISTRIBUTION

13 The Superintendent shall designate an employee to be responsible for the purchase and distribution of
14 textbooks in each school. The principal shall be responsible for seeing that each student receives
15 required textbooks at no cost to the student.

16 CARE OF TEXTBOOKS³

17 Textbooks are property of the Board and shall be returned at the end of the school year, upon completion
18 of the course or upon withdrawal from a course or school. ~~Parents are to sign an agreement stating they
19 shall be responsible for the textbooks received and used by their children.~~

20 The following reimbursement schedule shall be used as a guide for collecting fines for lost or destroyed
21 books:

22	Age of Book	Amount Collected
23	1 - 2 years	100% of replacement cost
24	3 - 4 years	75% of replacement cost
25	5 or more years	50% of replacement cost

26 In cases where the book is damaged to the extent it is no longer useable, the amount collected shall
27 conform to the reimbursement schedule for lost books. A fine may only be assessed in cases where the
28 pupil or parent damages, loses, or defaces the textbook either through willful intent or neglect.³

1 Following an interview with parties and an investigation, if needed, the principal may assess the
2 appropriate fine and notify the parents in writing.

3 The principal may include with the notice a provision stating that failure to pay the fine imposed
4 within a reasonable time may result in the imposition of one of the following sanctions:⁴

- 5 1. Refusal to issue any additional textbooks until restitution is made; or
- 6
- 7 2. Withholding of all grade cards, diplomas, certificates of progress, or transcripts until restitution
8 is made.

9 The principal may waive the assessment of fines when in his/her judgment the student is the victim of
10 uncontrollable circumstances and not responsible for the damages.

11 INSPECTION

12 Building administrators under the direction of the Superintendent shall revise a list of textbooks used
13 by the schools annually. Textbooks shall be available for inspection by parents/guardians upon
14 request, and the director of schools shall develop procedures for the inspection of materials and
15 distribute these procedures to each principal.⁵

16 TEACHER RESPONSIBILITIES

17 Teachers are required to use the state adopted textbooks purchased by the district as their main delivery of
18 instruction in all classes. Teachers may supplement the state adopted textbooks with additional instructional
19 supplemental materials listed in the course assigned pacing guide. Use of textbooks not on the state adoption
20 list purchased by the district or instructional materials not listed within the pacing guides requires
21 administrator review and written approval. Failure to follow this Policy and any accordant procedures may
22 result in disciplinary action, up to and including termination.

Legal References

1. TCA 49-6-2207(c), (e)-(f); TCA 49-6-2202(d)
2. 20 USCS § 1232h(a); TCA 49-6-7003
3. TCA 49-3-310(1)(B)
4. TCA 49-3-310(1)(C)
5. 20 USCA § 1232h(a); TCA 49-6-7003
6. **T.C.A. § 49-6-2206**

Cross References

Surplus Property Sales 2.403
Student Fees and Fines 6.709

Germantown Municipal School District

Monitoring: Review: Annually, in March	Descriptor Term: Graduation Requirements	Descriptor Code: 4.605	Issued Date: 08/**/21
		Rescinds:	Issued: 04/19/21

1 *General*

2 To meet the requirements for graduation, a student shall have attained an approved attendance,
3 conduct and subject matter record which covers a planned program of education, and such record
4 shall be kept on file in the high school.

5 The program of studies shall include areas required by the State Board of Education.

6 The courses which shall be required of all students in grades nine (9) through twelve (12) shall be
7 in accordance with the Rules and Regulations of the State Board of Education.

8 **TRADITIONAL HIGH SCHOOL DIPLOMA REQUIREMENTS**

9 Before graduation, every student shall:¹

- 10 1. Achieve the specified twenty-two (22) units of credit;
- 11 2. Take the required end-of-course exams;
- 12 3. Have satisfactory records of attendance and conduct;
- 13 4. Take the ACT or SAT examination;^{2*} and
- 14 5. Take and pass a United States civics test.³

15 Course Graduation Requirements:

16	English	4 credits
17	Mathematics	4 credits
18	Science	3 credits
19	Social Studies	3 credits
20	Personal Finance	0.5 credit
21	Wellness	1 credit
22	Physical Education	0.5 credit
23	World Language	2 credits
24	Fine Arts	1 credit
25	Elective Focus	3 credits (CTE or Liberal Arts)

26 *Suspending the ACT or SAT examination requirement for the class of 2021

27 **SPECIAL EDUCATION STUDENTS⁴**

28 Special education students who earn the prescribed twenty-two (22) credit minimum shall be
29 awarded a regular high school diploma.

1 Students who have received the below diplomas shall continue to make progress towards a regular
2 high school diploma until the end of the school year in which they turn twenty-two (22) years old.

3 *Special Education Diploma*

4 A special education diploma shall be awarded to students who have not met the requirements for
5 a regular high school diploma,⁵ but have:

- 6 1. Completed four (4) years of high school;
- 7 2. Made satisfactory progress on their IEP; and
- 8 3. Maintained satisfactory records of attendance and conduct.

9 *Occupational Diploma*

10 Special education students who do not meet the requirements for a regular high school diploma
11 may be awarded an occupational diploma if the student has:^{1,4}

- 12 1. Completed at least four (4) years of high school;
- 13 2. Made satisfactory progress on his/her IEP;
- 14 3. Maintained satisfactory records of attendance and conduct;
- 15 4. Completed the occupational diploma Skills, Knowledge, and Experience Mastery
16 Assessment (SKEMA); and
- 17 5. Has two (2) years of paid or non-paid work experience.

18 The decision to attain an occupational diploma shall be made at the conclusion of the student's
19 10th grade year or two (2) academic years prior to the expected graduation date.

20 *Alternative Academic Diploma*

21 Special education students who do not meet the requirements for a regular high school diploma
22 may be awarded an alternate academic diploma if the student has:⁴

- 23 1. Completed at least four (4) years of high school;
- 24 2. Participated in the high school alternate assessments;
- 25 3. Earned the prescribed twenty-two (22) credit minimum;
- 26 4. Made satisfactory progress on their IEP;
- 27 5. Maintained satisfactory records of attendance and conduct; and
- 28 6. Completed a transition assessment that measures postsecondary education and training,
29 employment, independent living, and community involvement.
- 30 7. Take and pass a United States civics test.

31 The required credits may be earned either through the state-approved standards or through alternate
32 academic diploma modified course requirements approved by the State Board of Education. A
33 student who earns an alternate academic diploma shall continue to be eligible for services under
34 IDEA until he or she receives a regular high school diploma or through the school year in which
35 the student turns twenty-two (22).

1 STUDENT LOAD

2 All full-time students in grades 9-12 shall be enrolled each semester in subjects that produce a
3 minimum of six units of credit for graduation per year. Students with hardships and gifted students
4 may appeal this requirement to the superintendent and then to the Board.⁶

5 EARLY GRADUATION⁷

6 High school students shall be permitted to complete an early graduation program. Students
7 intending to graduate early shall inform the school principal of this intent prior to the beginning of
8 9th grade or as soon thereafter as the intent is known.

9 In order to graduate early, students must meet the following requirements:

- 10 1. Earn required **seventeen (17)** ~~eighteen (18)~~ credits;
- 11 2. Score on-track or mastered level for each required end-of-course exam;
- 12 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 13 4. Meet the minimum ACT or SAT benchmark score;
- 14 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 15 6. Complete at least two (2) types of the following courses:
 - 16 a. AP;
 - 17 b. IB;
 - 18 c. Dual enrollment;
 - 19 d. Dual credit.

20 The superintendent shall ensure that the early graduation program is conducted in accordance with
21 state law.

Legal References

1. TCA § 49-6-6001; State Board of Education Policy 2.103; TRR/MS 0520-01-03-.06
2. TCA § 49-6-6001(b); State Board of Education Policy 2.103
3. TCA § 49-6-408; State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06; State Board of Education Policy 2.103
5. TCA § 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.06
7. TCA § 49-6-8103; State Board of Education Policy 2.103

Cross References

Honor Roll, Awards, & Laude System 4.602
Credit for Prior Courses 4.604

Germantown Municipal School District

Monitoring: Review: Annually, in March	Descriptor Term: Programs for Students with Disabilities	Descriptor Code: 4.613	Issued Date: 08/**/21 04/16/18 04/18/17
		Rescinds: 4.613	Issued: 09/15/14

1 All students with disabilities between the ages of three (3) and twenty-one (21), inclusive, enrolled in
2 the Germantown Municipal School District shall be provided with a free and appropriate public
3 education.¹

4 Students with disabilities shall be educated in the least restrictive environment. In order to assure that
5 each student with a disability is appropriately educated within the least restrictive environment, support
6 services are provided to assure that he/she can derive educational benefit.

7 The needs of certain students are so great that special instructional services or special facilities are
8 necessary beyond that of the regular classroom. Any educational placement, other than the regular
9 classroom, is made only when it has been determined by the Individual Education Plan (IEP) team that
10 such placement is appropriate. Parents or legal guardians have a right to due process procedures if
11 they feel that such placement is not appropriate.

12 ~~Homebound placements, for students with disabilities who are eligible pursuant to IDEA and state~~
13 ~~regulations, shall be provided by qualified personnel, pursuant to the IDEA and state regulations. The~~
14 ~~homebound placement may be provided at home, hospital or related site.~~

15 ~~Special Education funds shall not be used to fund homebound placements for students with medical~~
16 ~~conditions of a short duration or temporary nature, and not previously certified as eligible pursuant to~~
17 ~~the IDEA and state regulations.~~

18 ~~The IEP team shall consider a medical homebound placement only upon certification by a licensed~~
19 ~~doctor of medicine or osteopathy that a student with a disability needs a homebound placement, is~~
20 ~~expected to be absent from school due to a physical or mental condition for at least ten~~
21 ~~(10) consecutive school days and that the student can receive instruction in a homebound placement~~
22 ~~without endangering the health of personnel providing it.~~

23 ~~Homebound placements shall not exceed thirty (30) school days in duration. The IEP shall contain a~~
24 ~~goal of returning the student to a less restrictive environment within the school year, unless there is a~~
25 ~~medical necessity that requires extended homebound instruction, in which case an additional~~
26 ~~homebound placement of thirty (30) school days or less may be instituted.~~

27 ~~Where behavioral and/or disciplinary issues cannot be safely addressed in any other educational~~
28 ~~setting, the IEP team may consider a homebound placement. Such changes in placement may be~~
29 ~~instituted strictly on an emergency basis and for a temporary period of time not to exceed thirty (30)~~
30 ~~school days to determine how to best address the student's needs. The IEP team must document that a~~

- 1 ~~homebound placement is necessary, temporary and consistent with requirements for the provision of a~~
- 2 ~~free appropriate public education.~~
- 3 ~~The frequency and duration of instruction necessary to provide a free appropriate public~~
- 4 ~~education during a homebound placement will be determined by the IEP team.~~

Legal References

1. T.C.A. § 49-10-103(c), (e); T.C.A. § 49-10-1301, et. seq.;
Tenn. State Board of Education Rule No. 0520-1-9-23

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Homebound Instruction	Descriptor Code: 4.614	Amended Date: 08/**/21
		Rescinds:	Last Issued: --/--/--

I. HOMEBOUND INSTRUCTION GENERALLY

A student qualifies for a medical homebound instruction program if the student's treating physician certifies in writing that the student has a medical condition that prevents the student from attending regular classes. A student is prevented from attending regular classes if the student will miss more than ten (10) consecutive instructional days over the period of the school year due to the medical condition.

Once a student has qualified for a medical homebound instruction program, the homebound instruction period shall be determined by the student's review team on a case-by-case basis and shall take into consideration the recommendations of the student's treating physician. Student review teams shall be comprised of the school staff, including the student's 504 team or IEP team if applicable, who are familiar with the health and educational needs of the student for whom a medical homebound instruction program is being requested.

The student's review team shall consider the student's grade level, academic status, physical abilities, individual academic needs, homebound instruction period, and similar factors when determining the amount of instructional time per week provided to the student under a medical homebound instruction program.

A medical homebound instruction program shall consist of a minimum of three (3) hours of instruction per week while school is in session for the homebound instruction period determined by the student's review team.

For students receiving special education and related services, the frequency and duration of instruction necessary to provide a free appropriate public education for a student with a disability during a medical homebound instruction program placement shall be determined by the student's IEP team but, shall not be less than the minimum of three (3) hours per week.

Pursuant to the recommendation of the student's review team, the homebound instruction program may be provided at a student's home, hospital, or related site, by contracting with a hospital or related site to provide educational services to the student or online or virtually, if GMSD is conducting online or virtual programs.

An adult, other than the homebound teacher, shall be present during the homebound instruction period.

Recertification for Medical Homebound

A medical homebound instruction program for longer than the initial medical homebound instruction period shall only be provided to a student who is recertified in writing by his/her treating physician as having a medical condition that, in the student's treating physician's judgment, continues to prevent the student from returning to regular classes.

The initial medical homebound instruction period and any additional medical homebound instruction period shall be for the number of school days certified by the student's review team.

Recertification must be obtained upon the expiration of each additional medical homebound instruction period if medical homebound instruction is to be continued beyond the initial medical homebound instruction period.

Re-Entry

Prior to the expiration of the medical homebound instruction period, the student's review team shall develop a transition plan for the student's reentry into their school.

Attendance and Funding

Students approved for the medical homebound instruction program shall not be counted absent from school and shall continue to earn BEP funding for the school district.

IDEA Part B funds may be expended only for instruction of students with disabilities who are placed in a homebound instruction program.

II. HOMEBOUND PLACEMENTS FOR STUDENTS WITH DISABILITIES

A homebound placement is instruction provided at home, hospital or related site to children with disabilities who are eligible pursuant to IDEA and state regulations. Instruction provided to children with disabilities in homebound placements shall be provided by qualified personnel, pursuant to IDEA and state regulations.

All homebound placements for students with disabilities shall be temporary. Homebound placements shall not exceed thirty (30) school days duration, unless there is a medical necessity that requires extended homebound instruction, in which case additional homebound placements of thirty (30) school days or less may be instituted. All homebound placements shall be reviewed at intervals of thirty (30) school days by the student's IEP team to ensure appropriateness of the provision of instruction and appropriateness of continuing the homebound placement.

Where behavioral and/or disciplinary issues cannot be safely addressed in any other educational setting, the IEP team may consider a homebound placement. Such changes in placement may be instituted strictly on an emergency basis and for a temporary period of time not to exceed thirty (30) school days to determine how to best address the child's needs. The IEP team must document that a homebound placement is necessary, temporary and consistent with requirements for the provision of a free appropriate public education.

The frequency and duration of instruction necessary to provide a free appropriate public education (FAPE) during a homebound placement will be determined by the IEP team.

Legal References

T.C.A. § 49-10-1101
State Board of Education Rule 0520-01-02-.10
State Board of Education Rule 0520-01-09-.07

Germantown Municipal School District

Monitoring: Review: Annually, in March	Descriptor Term: Testing Programs	Descriptor Code: 4.700	Issued Date: 08/**/21 04/19/21
		Rescinds: 4.700	Issued: 09/25/18

1 The Board shall provide for a system-wide testing program which shall be periodically reviewed and
2 evaluated. The purposes of the program shall be to:

- 3 1. Assist in promoting accountability;
- 4 2. Determine the progress of students;
- 5 3. Assess the effectiveness of the instructional program and student learning;
- 6 4. Aid in counseling and guiding students in planning future education and other endeavors;
- 7 5. Analyze the improvements needed in a given instructional area;
- 8 6. Assist in the screening of students with learning difficulties;¹
- 9 7. Assist in placing students in remedial programs;
- 10 8. Provide information for college entrance and placement; and
- 11 9. Assist in educational research by providing data.²

12 The Superintendent shall be responsible for planning and implementing the program, which includes:

- 13 1. Determining specific purposes for each test;
- 14 2. Selecting the appropriate test to be given;
- 15 3. Establishing procedures for administering the tests;
- 16 4. Making provision for interpreting and disseminating the results;
- 17 5. Maintaining testing information in a consistent and confidential manner; and
- 18 6. Ensuring that results are obtained as quickly as possible, especially when placement in a
19 special learning program might be necessary.

20 State-mandated student testing programs shall be undertaken in accordance with procedures published
21 by the State Department of Education.³

1 ~~*Ssuspending the portion of IP 4.700 for 2020-21 that pertains to the TCAP exams counting in students'~~
2 ~~grades (page 2, lines 3-16)~~

3 Student scores on the Tennessee Comprehensive Assessment Program's grades three through five (3-5)
4 shall comprise zero (0%) percent of the student's final grade in the spring semester in the subject areas
5 of mathematics, reading/language arts, science and social studies.⁴ Student scores on the Tennessee
6 Comprehensive Assessment Program's grades six through eight (6-8) shall comprise ten (10%) percent
7 of the student's final grade in the spring semester in the subject areas of mathematics, reading/language
8 arts, science and social studies.⁴ The methodology used to calculate the students' scores will be the
9 "Target Score Methodology." The Superintendent may exclude Tennessee Comprehensive Assessment
10 Program scores from students' final grades if scores are not received by the district at least five (5)
11 instructional days before the end of the school year.⁴

12 Student scores on high school TN End of Course examinations shall be fifteen percent (15%) of the final
13 average in the school year. The methodology used to calculate the students' scores will be the "Target
14 Score Methodology." The Superintendent may exclude end-of- course (EOC) scores from students' final
15 grades if scores are not received by the district at least five (5) instructional days before the end of the
16 course.⁵

17 Any test directly concerned with measuring student ability or achievement through individual or group
18 psychological or socio-metric tests shall not be administered by or with the knowledge of any employee
19 of the system without first obtaining written consent of the parents or guardians.²

20 Results of all group tests shall be recorded on the students' permanent records and shall be made
21 available to appropriate personnel in accordance with established procedures.⁶

22 No later than July 31 of each year, the Board shall publish on its website information related to state
23 and board mandated tests that will be administered during the school year. The information shall
24 include:⁷

- 25 1. The name of the test;
- 26 2. The purpose and use of the test;
- 27 3. The grade or class in which the test will be administered;
- 28 4. The tentative date or dates that the test will be administered;
- 29 5. The time and manner in which parents and students will be notified of the results of the test;
- 30 6. How parents can access the questions and answers on their student's state-required tests; and
- 31 7. Identification of whether the assessment is State or Board mandated.

32 Beginning with the 2015-2016 school year and for school years thereafter, the testing information
33 shall also be placed in student handbooks or other school publications that are provided to parents
34 on an annual basis.

35

1 **INTEREST INVENTORIES AND CAREER ASSESSMENTS⁴**

2 Interest inventories shall be made available to middle schoolers. These will include assessments such
3 as the Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, Naviance Career Interest Profiler,
4 or the College Board Career Finder.

5 Career aptitude assessments shall be administered to 7th graders in order to inform the student's high school plan
6 of study. Upon receiving the results from these assessments, the school shall provide students with
7 information on any available career and technical education opportunities in which the student is
8 eligible to participate.

Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(7); TRR/MS 0520-01-03-.06(2)(b)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.03(11)(e); State Board of Education Policy 2.103; TCA 49-1-617
6. TCA 10-7-504(a)(4)(A)
7. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103
8. TCA 49-6-412; Public Acts of 2021, Chapter No. 271

Cross References

Student Surveys, Analyses, and Evaluations 6.4001
Student Records 6.600

Germantown Municipal School District

Monitoring: Review: Annually, in February	Descriptor Term: Professional Employment	Descriptor Code: 5.102	Issued Date: 08/**/21 03/02/20 09/25/18
		Rescinds: 5.102	Issued: 03/19/18

1 The Board of Education recognizes that it is vital to the successful operation of the District that
2 positions created by the Board will be filled with highly qualified and competent personnel who
3 are citizens of the United States or who are otherwise legally permitted to work in the United
4 States.

5 APPLICATION

6 An individual desiring a position with the Germantown Municipal School District will make
7 application to the superintendent on the approved forms or applicant tracking system. To ensure
8 safety, and welfare of all school stakeholders, the district will follow these guidelines:

- 9 1) Criminal history record checks and fingerprinting of all applicants for teaching and non-
10 teaching positions upon an offer for employment; employees will not be reimbursed the
11 cost of the initial fingerprinting.
12
- 13 2) Thorough background checks will be assigned to the Human Resources Department. All
14 hiring decisions are contingent upon satisfactory background checks.
- 15 3) Falsifying any application information will constitute a Class A misdemeanor which will
16 be reported to the Attorney General for prosecution.
- 17 4) Full disclosure of any prior criminal record and any prior dismissals for cause is required
18 for any person seeking employment as superintendent, principal, professor, teacher, tutor,
19 instructor or any other person having any responsibility over the custody and care of
20 students. Failure to disclose is a Class A misdemeanor and the applicant and/or
21 employee will forfeit his employment opportunity.

22 EMPLOYMENT

23 Such approval shall be given only to those candidates for employment recommended by the
24 Superintendent.¹

25 No person shall be employed:²

- 26 1) Who does not hold a valid license to teach **or a temporary permit to teach**⁸ from the State
27 Board of Education, *if required by the position*,³
28

1 2) Who has been identified by the Department of Children's Services as a perpetrator of
2 child abuse, severe child abuse, child sexual abuse, or child neglect or who poses as an
3 immediate threat to the health, safety, or welfare of children;⁹
4

5 3) Who is listed on the state's abuse of vulnerable persons registry maintained by the
6 Department of Health;⁹
7

8 4) Who does not present a physician's certificate showing a satisfactory health record or has
9 any contagious or communicable disease in such form that might endanger the health of
10 school children;⁴
11

12 5) Who refuses to take and subscribe to an oath to support the Constitution of the State of
13 Tennessee and of the United States of America;
14

15 6) Who fails to make a full disclosure of any prior criminal record and any prior dismissals
16 from employment for cause;⁵
17

18 7) Who does not receive a satisfactory background check;⁶ or
19

20 8) Who advocates the overthrow of the American government or who is a member of a
21 political party subscribing to a political faith that advocates the overthrow of the
22 American government.⁷

23 Any professional staff member's misstatement of fact material to qualifications for employment
24 or the determination of salary shall constitute grounds for dismissal.

25 No candidate for employment as a professional staff member shall receive recommendation for
26 such employment without having proffered visual evidence of proper licensing or that
27 application for such licensing is in process. Said licensing shall meet the minimum requirements
28 of State law for the position for which s/he is being recommended.^{1,3}

29 All GMSD employees shall submit a fingerprint sample and pass a criminal history background
30 check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of
31 Investigation every five (5) years after the initial pre-employment background check.

32 **REQUIREMENTS FOR TEACHERS**

33 All teachers shall be "highly qualified."

34 "Highly Qualified" means:

- 35 A. Full State certification as a teacher (including an alternative educator license) or passed
36 State teacher licensing exam and holds current license to teach; certification or license
37 requirements may not be waived on a temporary basis

1
2 B. For elementary teachers new to the profession, this also requires:

- 3
4 1. At least a bachelor's degree
5 2. Passing a rigorous State test on subject knowledge and teaching skills in reading,
6 writing, math, and other areas of elementary curriculum (State certification test
7 may suffice)
8

9 C. For secondary or middle school teachers new to the profession this also requires:

- 10
11 1. At least a bachelor's degree, and
12 2. Passing a rigorous State test in each of the subject areas s/he will teach (State
13 certification test may suffice), or
14 3. For each academic subject taught, having an academic major, course work
15 equivalent to an undergraduate major, a graduate degree, or advanced
16 certification or credentialing
17

18 D. For elementary, middle, or secondary school teachers with prior experience, this also
19 requires;

- 20
21 1. At least a bachelor's degree, and
22 2. Meets standards for new teachers (above), or
23 3. Demonstrates competence in all academic subjects s/he teaches based on a
24 uniform State standard of evaluation (standard for academic subject matter and
25 teaching skills set by the State)

26 **MEDICAL REQUIREMENTS⁴**

27 The GMSD board recognizes its responsibility to protect the health of its employees. All
28 employees, upon initial employment, should provide a health statement on a health document
29 provided by the District Office that reveals a lack of having an infectious disease such as
30 tuberculosis, or any other contagious or communicable disease which would endanger the school
31 community. Examinations and or future medical statements of clearance will be required
32 thereafter at intervals determined by the State Department of Public Health and approved by the
33 Commissioner of Education.

34 **Prohibition Against Assisting School Employees, Contractors or Agents in Obtaining** 35 **Employment**

36 Except as provided below other than the routine transmission of administrative and personnel
37 files, GMSD employees are prohibited from assisting a school employee, contractor or agent in
38 obtaining a new job if the employee knows, or has probable cause to believe, that the person
39 seeking a job change engaged in sexual misconduct regarding a minor or student.

40 Exceptions:

- 1 1. The information giving rise to probable cause to believe sexual misconduct has occurred
2 has been reported to the appropriate law enforcement agency; and
3
- 4 2. The matter has been officially closed in one (1) of the following ways:
 - 5
 - 6 a. The prosecutor or police have investigated the allegations and notified school
7 officials that there is insufficient information to establish probable cause;
8
 - 9 b. The employee, contractor or agent has been charged and either acquitted or
10 exonerated; or
 - 11
 - 12 c. The case remains open and there have been no charges or indictment filed within
13 four (4) years of the date the information was reported to the law enforcement
14 agency.

Legal References

1. TCA § 49-2-203
2. TCA § 49-5-101
3. TCA § 49-5-403
4. TCA § 49-5-404
5. TCA § 49-5-406
6. TCA § 49-5-413
7. TCA § 49-5-202
8. TCA 49-5-403; TCA 49-5-101;
Public Acts of 2021, Chapter
No. 211
9. TCA 49-5-413 (e)

Germantown Municipal School District

Monitoring: Review: Annually, in January	Descriptor Term: In-Service and Professional Learning Opportunities	Descriptor Code: 5.113	Issued Date: 08/**/21 10/07/19
		Rescinds: 5.113	Issued: 05/15/17

1 **IN-SERVICE EDUCATION**

2 In-service education¹ is a program of planned activities designed to increase the competencies needed
3 by all personnel in the performance of their responsibilities. Competencies are defined as the knowledge,
4 skills, and attitudes which enable personnel to perform their tasks with maximum effectiveness to
5 increase student achievement.

6 *Administrative and Supervisory Employees*

7 Administrative and supervisory employees shall show evidence of continual professional growth by
8 attendance at in-service programs and institutes, studying professional literature, meeting with other
9 professionals for discussion, and otherwise keeping abreast of research in methodology, curriculum, and
10 student growth and development.

11 Each principal and administrator shall be required to earn fourteen (14) TASL credit hours during each
12 one (1) year cycle from July 1 to June 30. Principals and Administrators with fifteen (15) or more years
13 of experience as a Principal, Supervisor or Administrator, may be exempt from TASL requirement,
14 provided that the GMSD Superintendent approves the exemption and the Principal/Administrator
15 submits the exemption request in TNCompass and receives approval through TNCompass.

16 *Professional Employees*

17 A system-wide in-service committee, composed of membership from a cross-section of other personnel,
18 shall assess system-wide needs, establish priorities, develop objectives, design activities, and evaluate
19 the in-service program.¹

20 In-service credit shall not be given while performing duties which are required as part of regular teaching
21 assignments.

22 *Support Personnel*

23 The immediate supervisors of support personnel shall be responsible for providing in-service trainings.
24 Absences to attend meetings relating to the employee's job description may be granted by the director of
25 schools without loss of pay to the employee.

26 **HUMAN TRAFFICKING IN-SERVICE TRAINING**

27 **Once every three (3) years,** every certified employee shall be required to attend ~~a one-time~~ in-service
28 training on the detection, intervention, prevention, and treatment of human trafficking in which the

1 victim is a child.⁴ The in-service training must be accomplished through the viewing of a video recording
2 approved by the GMSD Superintendent.

3 Each certified employee attending the human trafficking in-service training shall receive in-service credit
4 for viewing the video equal to the length of the video.

5 GMSD shall maintain a record of each certified employee who completes the human trafficking in-
6 service training.

7 **PROFESSIONAL LEARNING PROGRAM**

8 Professional learning programs and activities shall reflect the Standards for Professional Learning³
9 (Learning Forward, 2011) as listed below and shall reflect the needs identified in school improvement
10 plans.

11 The Board may pay expenses of selected personnel who participate in the training sessions conducted
12 by the State Department of Education.

13 The Superintendent shall involve district office personnel and other employees as needed in developing
14 the system-wide professional learning program and shall recommend it to the Board for approval.

15 **Standards for Professional Learning**

16 **LEARNING COMMUNITIES:** Professional learning that increases educator effectiveness and results
17 for all students occurs within learning communities committed to continuous improvement, collective
18 responsibility, and goal alignment.

19 **LEADERSHIP:** Professional learning that increases educator effectiveness and results for all students
20 requires skillful leaders who develop capacity, advocate, and create support systems for professional
21 learning.

22 **RESOURCES:** Professional learning that increases educator effectiveness and results for all students
23 requires prioritizing, monitoring, and coordinating resources for educator learning.

24 **DATA:** Professional learning that increases educator effectiveness and results for all students uses a
25 variety of sources and types of student, educator, and system data to plan, assess, and evaluate
26 professional learning.

27 **LEARNING DESIGNS:** Professional learning that increases educator effectiveness and results for all
28 students integrates theories, research, and models of human learning to achieve its intended outcomes.

29 **IMPLEMENTATION:** Professional learning that increases educator effectiveness and results for all
30 students applies research on change and sustains support for implementation of professional learning for
31 long term change.

32 **OUTCOMES:** Professional learning that increases educator effectiveness and results for all students
33 aligns its outcomes with educator performance and student curriculum standards.

Legal References

1. Tennessee State Board of Education Policy 5.200, *Professional Development*; TCA 49-1-214(b); TCA 49-6-3004(c)(1)
2. TCA 49-5-5703(a)
3. Tennessee State Board of Education Policy 5.200, *Professional Development*
4. T.C.A. 49-6-3004(c)(1)(B)

Cross References

School Calendar 1.800
Curriculum Development 4.200
Reporting Student Progress 4.601

Germantown Municipal School District

Monitoring: Review: Annually in May	Descriptor Term: Teacher Tenure	Descriptor Code: 5.117	Issued Date: 08/**/21 10/23/17
		Rescinds: 5.117	Issued: 05/15/17

1 *General*

2 To attain tenure status, a teacher must: (1) meet tenure eligibility requirements; (2) be renewed and
3 recommended by the director of schools;¹ and (3) receive a majority vote of the board.

4 **TENURE ELIGIBILITY²**

5 Teachers that meet the following requirements are eligible for tenure:

- 6 1. Has a degree from an approved four-year college or any career and technical teacher who has
7 the equivalent amount of training established and is licensed by the state board of education;
8
- 9 2. Holds a valid teacher license issued by the state board of education, based on training covering
10 the subjects or grades taught;
11
- 12 3. Has completed a probationary period of five (5) school years or not less than forty-five (45)
13 months within the last seven-year period, the last two (2) years being employed in a regular
14 teaching position rather than an interim teaching position; and
15
- 16 4. Has received evaluations demonstrating an overall performance effectiveness level of “above
17 expectations” or “significantly above expectations” as provided in the evaluation guidelines
18 adopted by the state board of education, during the last two (2) years of the probationary
19 period.

20 If a teacher has met all other requirements for tenure eligibility but has not acquired an official
21 evaluation score during the last one (1) or two (2) years of the probationary period due to allowable
22 circumstances outlined in state law, he/she may utilize the most recent two (2) years of available
23 evaluation scores achieved during the probationary period to become eligible for tenure.³

24 **ACQUISITION OF TENURE STATUS**

25 Once a teacher is eligible for tenure, he/she shall be either recommended by the director of schools for
26 tenure or nonrenewed. If tenure is denied by the board, the teacher shall be dismissed.⁴

27 The following additional guidelines shall apply:

- 28 1. The director of schools will recommend persons eligible for tenure at a board meeting in ample
29 time to **provide send** notice of non-renewal to each teacher not recommended for tenure within
30 five (5) business days following the last instructional day for the school year.⁵
31

- 1 2. The decision to grant tenure is solely within the discretion of the board.⁶ Only those teachers who
2 receive a majority vote of the membership of the board will be granted tenure.⁷
3
- 4 3. A teacher who is eligible for tenure, but tenure is denied by the board, shall not be rehired beyond
5 the current contract year.⁴

6 **TEACHER RETURNING TO EMPLOYMENT**

7 A teacher who has acquired tenure status in the school system and later resigns shall serve a two-year
8 probationary period upon reemployment, unless the probationary period is waived by the board upon
9 request of the director of schools. Upon completion of the two-year period, the teacher shall either be
10 recommended by the director of schools for tenure or non-renewed. If tenure is denied by the board, the
11 teacher shall be dismissed.⁸

12 **TEACHER TRANSFERRING FROM ANOTHER SCHOOL SYSTEM⁹**

13 A tenured or nontenured teacher with five (5) or more years of prior service that transfers from another
14 school system to begin employment in the Germantown Municipal School District School System shall
15 serve the regular probationary period. The board, upon the recommendation of the director of schools,
16 may waive the probationary period and grant tenure status or shorten the probationary period.

17 If a nontenured teacher with fewer than five (5) years of service transfers from another school system,
18 such teacher shall not be eligible for tenure status until the teacher has served at least five (5) years when
19 service in both school systems is counted.

20 All tenure decisions made under this section are subject to the requirements concerning overall teacher
21 performance effectiveness levels.

22 **TEACHER RETURNING TO PROBATIONARY STATUS¹⁰**

23 Any tenured teacher who receives two (2) consecutive years of evaluations demonstrating an overall
24 performance effectiveness level of “below expectations” or “significantly below expectations” shall be
25 returned to probationary status by the director of schools until the teacher has received two (2)
26 consecutive years of evaluations demonstrating an overall performance effectiveness level of “above
27 expectations” or “significantly above expectations.”

28 When a teacher who has returned to probationary status has received two (2) consecutive years of
29 evaluations demonstrating an overall performance effectiveness level of “above expectations” or
30 “significantly above expectations,” the teacher is again eligible for tenure and shall be either
31 recommended by the director of schools for tenure or nonrenewed; provided, however, that the teacher
32 shall be dismissed if tenure is denied by the board.

33 This section does not apply to teachers who acquired tenure prior to July 1, 2011.

Legal References

1. TCA 49-5-501(11)(A)
2. TCA 49-5-503
3. Public Acts of 2021, Special Legislative Session
Chapter No. 2
4. TCA 49-5-504(b)
5. TCA 49-5-409(b); Public Acts of 2021, Chapter No.
378
6. TCA 49-2-203(a)(1)
7. TCA 49-2-202(g)
8. TCA 49-5-504(d)
9. TCA 49-5-509
10. TCA 49-5-504(e), (f)

Cross References

Separation Practices for Tenured Teachers 5.200
Separation Practices for Non-Tenured Teachers 5.201

Germantown Municipal School District

Monitoring: Review: Annually, in August	Descriptor Term: Attendance, Pregnancy, and Truancy	Descriptor Code: 6.200	Issued Date: 8/**/21 Click here to enter a date.
		Rescinds: 6.200	Issued: 01/13/2020

1 Attendance is a key factor in student achievement, and therefore, students are expected to be present
 2 each day school is in session. The Superintendent/designee shall develop appropriate administrative
 3 procedures to implement this policy.

4 The attendance supervisor shall oversee the entire attendance program which shall include:

- 5 1. All accounting and reporting procedures and their dissemination;
- 6 2. Alternative program options for students who severely fail to meet minimum attendance
7 requirements;
- 8 3. Ensuring that all school age students attend school; and
- 9 4. Assisting the Board, under the direction of the Superintendent, with enforcement of the
10 compulsory attendance laws of the State, and to discharge other duties that are necessary
11 to effectuate enforcement of laws, this Policy, and any procedures related to absenteeism
12 and truancy.

13 The Principal shall be responsible for ensuring that:

- 14 1. Attendance is checked and reported daily for each class;
- 15 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or
16 absent for the majority of the day;
- 17 3. All student absences are verified;
- 18 4. Written excuses are submitted for absences and tardiness;
- 19 5. System-wide procedures for accounting and reporting are followed; and
- 20 6. Providing documentation of enrollment status upon request for students applying for new
21 or reinstatement of driver's permit or license; and notifying the Department of Safety
22 whenever a student with a driver's permit or license withdraws from school.
23
24

1 Student attendance records shall be given the same level of confidentiality as other student records. Only
2 authorized school officials with legitimate educational purposes may have access to student information
3 without the consent of the student or parent(s)/guardian(s).

4 The educational program offered by this District is predicated upon the presence of the student and
5 requires continuity of instruction and classroom participation. Attendance shall be required of all
6 students enrolled in the schools during the days and hours that the school is in session or during the
7 attendance sessions to which she/he has been assigned.

8 The Superintendent/designee shall require, from the parent of each student of compulsory school age or
9 from an adult student who has been absent from school or from class for any reason, a written statement
10 of the cause for such absence within (5) days of returning to school. The Board of Education reserves
11 the right to verify such statements and to investigate the cause of each single absence or prolonged
12 absence.

13 **Absences for which no written verification is submitted will be considered unexcused.**

14 The Board considers the following factors to be reasonable excuses for time missed at school:

- 15 A. Personal Illness, injury, or hospitalization of student. Physician verification will be
16 required to justify absences after the accumulation of ten (10) days of absences during
17 the school year. Notes must be date specific and will be required for subsequent absences
18 beyond ten (10) days. After an accumulation of ten (10) check-ins or check-outs during a
19 school year, physician verification will be required to justify the absence from school.
20 Any accumulation of absences, check-ins, or check-outs beyond ten (10) without
21 physician verification will be unexcused;
22
- 23 B. Personal illness in the family necessitating the presence of the student;
24
- 25 C. Death in the family;
26
- 27 D. School-Endorsed Activities;
28
- 29 E. Absence due to the incapacity of parent/guardian;
30
- 31 F. Special and recognized religious holidays regularly observed by persons of their faith;
32
- 33 G. Legal Court Summons, Court Order, or Subpoena when it is not a result of the student's
34 misconduct as provided for by law;
35
- 36 H. Pregnant Students;
37
- 38 I. Extenuating circumstances approved by the Principal on a case-by-case basis; and

1
2 J. Upon approved request to attend a released time course in religious moral instruction.

3 **TRUANCY**

4 ~~Annually, the Superintendent/designee will provide written notice to parent(s)/guardian(s) that~~
5 ~~attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled~~
6 ~~school day in order to be counted present. Students may attend part time days, alternating days, or for a~~
7 ~~specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be~~
8 ~~considered present for school attendance purposes. If a student is required to participate in a remedial~~
9 ~~instruction program outside of the regular school day where there is no cost to the parent(s)/guardian(s)~~
10 ~~and the school system provides transportation, unexcused absences from these programs shall be~~
11 ~~reported in the same manner.~~

12 ~~A student who is absent five (5) days without adequate excuse shall be reported to the~~
13 ~~Superintendent/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the~~
14 ~~student's absence. If a parent does not provide documentation within adequate time excusing those~~
15 ~~absences, or request an attendance hearing, then the Superintendent/designee shall implement the~~
16 ~~progressive truancy intervention plan described below prior to referral to juvenile court.~~

17 *Progressive Truancy Intervention Plan*

18 ~~Prior to referral to juvenile court, the following progressive truancy intervention plan will be~~
19 ~~implemented.~~

20 **Tier I**

21 ~~Tier I of the progressive truancy intervention plan shall include the following:~~

- 22 ~~1.—A conference with the student and the student's parent(s)/guardian(s);~~
23
24 ~~2.—An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s),~~
25 ~~and an attendance supervisor or designee. The contract shall include:~~
26
27 ~~a.—A specific description of the school's attendance expectations for the student;~~
28 ~~b.—The period for which the contract is effective; and~~
29 ~~c.—Penalties for additional absences and alleged school offenses, including additional~~
30 ~~disciplinary action and potential referral to juvenile court; and~~
31
32 ~~3.—Regularly scheduled follow up meetings to discuss the student's progress.~~

33 **Tier II**

34 ~~If a student accumulates additional unexcused absences in violation of the attendance contract in Tier I,~~
35 ~~the student will be subject to Tier II.~~

~~1 Under this tier, a school employee shall conduct an individualized assessment detailing the reasons a
2 student has been absent from school. The employee may refer the student to counseling, community-
3 based services, or other services to address the student's attendance problems.~~

Tier III

~~4 This tier shall be implemented if the truancy interventions under Tier II are unsuccessful.~~

~~5 These interventions shall be determined by a team formed at each school. The interventions shall address
6 student needs in an age appropriate manner. Finalized plans shall be approved by the
7 Superintendent/designee.~~

TRUANCY

9 Truancy is defined as an absence for an entire school day, a major portion of the school day or the major
10 portion of any class, study hall, or activity during the school day for which the student is scheduled.

11 By the beginning of each school year, the GMSD Student Services Supervisor shall furnish to the
12 Principals of each school a list of students who will attend the school together with the names of the
13 students' parents or guardians. After the opening of school, each Principal must report to the
14 Superintendent the names of all students on the list furnished to the Principal who have not appeared for
15 enrollment.

16 Each Principal must report to the Superintendent the names, ages, and residences of all students in
17 attendance at the school within thirty (30) days after the beginning of the school year.

18 By the beginning of each school year, the Principal shall give written notice to the parent, guardian, or
19 person having control of a student subject to compulsory attendance that the parent, guardian, or other
20 person having control of the student must monitor the student's school attendance and require the student
21 to attend school. The written notice must inform the parent, guardian, or other person having control of
22 a student, that a student who accumulates five (5) days of unexcused absences during the school year is
23 subject to GMSD's Progressive Truancy Plan and that continued unexcused absences may result in a
24 referral to Juvenile Court. The five (5) days of unexcused absences need not be five (5) consecutive
25 days of unexcused absences.

26 The Principal or designee of a school must report promptly to the GMSD Student Services Supervisor,
27 the names of all students who have withdrawn from school or who have accumulated three (3) days of
28 unexcused absences. Upon a student's accumulation of three (3) days of unexcused absences, the GMSD
29 Student Services Supervisor shall serve upon the parent, guardian, or other person having control of a
30 student subject to compulsory attendance who is unlawfully absent from school, written notice that the
31 student's attendance at school is required by law.

32 Additionally, the Principal or designee must report promptly to the GMSD Student Services Supervisor,
33 the names of all students who have withdrawn from school or who have accumulated five (5) days of
34 unexcused absences. Each successive accumulation of five (5) days of unexcused absences by a student
35 must also be reported.

1 When a student accumulates five (5) days of unexcused absences, the GMSD Student Services
2 Supervisor shall serve upon the parent, guardian, or other person having control of a student subject to
3 compulsory attendance who is unlawfully absent from school, written notice that the student's attendance
4 at school is required by law. The GMSD Student Services Supervisor shall send a new notice after each
5 successive accumulation of five (5) unexcused absences.

6 After a student has accumulated five (5) unexcused absences, and after given adequate time, as
7 determined by the GMSD Student Services Supervisor, the student's parent, guardian, or other person
8 having control of the student has failed to turn in documentation to excuse those absences, the GMSD
9 Student Services Supervisor or designee shall implement the truancy intervention requirements of the
10 second tier of the Progressive Truancy Plan.

11 **Progressive Truancy Plan**

12 The first tier of truancy prevention is applicable to all GMSD enrolled students. The second and third
13 tiers of truancy intervention apply to students who have accumulated a minimum of five (5) days of
14 unexcused absences.

15 **Tier One**

16 Tier One of the Progressive Truancy Plan may include, but is not limited to, the following schoolwide
17 prevention-oriented supports:

- 18 a) Counseling;
- 19 b) Community-based services;
- 20 c) Other services/supports to address student performance.

21 The Whole Student Director may be consulted about the school-wide prevention-oriented supports
22 and/or individual student supports.

23 **Tier Two**

24 Tier Two of the Progressive Truancy Plan shall include:

- 25 a) A conference with the GMSD Student Services Supervisor/designee, and the student and
26 the parent, guardian, or other person having control of the student;
- 27 b) A resulting attendance contract to be signed by the student, the parent, guardian, or other
28 person having control of the student, and the GMSD Student Services
29 Supervisor/designee;

30 The contract must include:

- 31 (1) a specific description of the school's attendance expectations for the student;
- 32 (2) the period for which the contract is in effect; and

1 (3) penalties for additional absences and alleged school offenses, including additional
2 disciplinary action and potential referral to Juvenile Court.

3 c) Regularly scheduled follow-up meetings, which may be with the student and the parent,
4 guardian, or other person having control of the student, to discuss the student's progress;

5 d) An individualized assessment by a school employee of the reasons a student has been
6 absent from school; and

7 e) If necessary, referral of the student to counseling, community-based services, or other in-
8 school or out-of-school services aimed at addressing the student's attendance problems.

9 **Tier Three**

10 Tier Three of the Progressive Truancy Plan must be implemented if the truancy interventions under Tier
11 Two are unsuccessful. Tier Three of the Progressive Truancy Plan may consist of one (1) or more of the
12 following, at the discretion of the GMSD Student Services Supervisor.

13 a) School-based community services;

14 b) Collaboration with the Whole Student Director to provide appropriate supports for
15 success; or

16 c) Saturday or after-school courses designed to improve attendance and behavior.

17 **Judicial Intervention Regarding Truancy**

18 Notwithstanding the above progressive truancy tiers, if any tier of progressive truancy intervention is
19 unsuccessful, and the GMSD Students Services Supervisor can document that a parent or guardian on
20 four (4) occasions has failed or refused to:

21 a) attend conferences as set forth in the GMSD Progressive Truancy Plan,

22 b) return telephone calls from the GMSD Student Services Supervisor,

23 c) attend follow-up meetings as set forth in the GMSD Progressive Truancy Plan,

24 d) enter into an attendance contract as set forth in the GMSD Progressive Truancy Plan, or

25 e) actively participate in any of the tiers of truancy intervention set forth in the GMSD
26 Progressive Truancy Plan,

27 the GMSD Student Services Supervisor may report the student's absences to the Juvenile Court of
28 Shelby County, Tennessee, without need to proceed to the next tier, if any.

29 Any parent, guardian, or other person who has control of a student, and who violates the State's truancy
30 law, commits educational neglect, which is a Class C misdemeanor. Each day's unlawful absence
31 constitutes a separate offense.

1 MILITARY

2 Notwithstanding any other law to the contrary, if a student's parent, custodian, or other person with legal
3 custody or control of the student is a member of the United States Armed Forces, including a member
4 of a state National Guard or a reserve component called to federal active duty, a public school Principal
5 shall give the student:

6 (1) An excused absence for one (1) day when the member is deployed;

7

8 (2) An additional excused absence for one (1) day when the service member returns
9 from deployment;

10 (3) Excused absences for up to ten (10) days for visitation when the member is
11 granted rest and recuperation leave and is stationed out of the country; and

12 (4) Excused absences for up to ten (10) days cumulatively within the school year for
13 visitation during the member's deployment cycle.

14 Students receiving an excused absence under this section shall have the opportunity to make up
15 schoolwork missed and shall not have their class grades adversely affected for lack of class attendance
16 or class participation due to the excused absence. Students shall have one (1) day to make up work for
17 each day of excused absence.

18 If necessary, verification may be required to justify absences.

19 Absences other than those outlined above shall be considered unexcused.

20 PREGNANT STUDENTS

21 Pregnant students are allowed three (3) hours of Homebound instruction per week per six (6) weeks
22 during maternity leave. If further time is needed, medical certification from a physician is required to
23 grant additional time at home. Upon reception of the medical certification, Homebound services will be
24 granted at a three (3) hours per week rate.

25 CREDIT/PROMOTION DENIAL

26 Credit/promotion denial determinations may include student attendance; however, student attendance
27 may not be the sole criterion. However, if attendance is a factor, prior to credit/promotion denial, the
28 following shall occur:

29 1. Parents and students shall be advised if a student is in danger of credit/promotion denial
30 due to excessive absenteeism.

31 2. Procedures in due process are available to the student when credit or promotion is denied.

1 **ATTENDANCE HEARING**

2 ~~An attendance hearing scheduled by the principal, for students with excessive (more than 5) unexcused~~
 3 ~~absences, will be held to determine if any of the extenuating circumstances exist or to determine if the~~
 4 ~~student has met the attendance requirements that will allow him/her to pass the course or be promoted.~~
 5 ~~Upon notification of the attendance committee's decision, the principal shall send written notification to~~
 6 ~~the Superintendent/designee and the parent(s)/guardian(s) of the student of any action taken regarding~~
 7 ~~the excessive unexcused absences. The notification shall advise parent(s)/guardian(s) of their right to~~
 8 ~~appeal such action within two (2) school days to the Superintendent/designee.~~

9 ~~The appeal shall be heard no later than ten (10) school days after the request for appeal is received.~~

10 ~~Within five (5) school days of the Superintendent/designee rendering a decision, the student's~~
 11 ~~parent(s)/guardian(s) may request by the Board, and the Board shall review the record. Following the~~
 12 ~~review, the Board may affirm or overturn the decision of the Superintendent/designee. The action of the~~
 13 ~~Board shall be final.~~

14 **DRIVER'S LICENSE REVOCATION**

15 **More than ten (10) consecutive or fifteen (15) reported unexcused absences in a semester by a student**
 16 **during any semester renders a student ineligible to retain a driver's license permit or license or obtain**
 17 **such if of age.**

18 **In order to qualify for reclaiming a driver's permit or license, the student must make a passing grade in**
 19 **at least three (3) full unit subjects or their equivalency at the conclusion of a subsequent grading period.**

Legal References

T.C.A. § 49-6-3006
 T.C.A. § 49-6-3017(c)
 20 USCA § 1232g
 TRR/MS 0520-01-02-.17(1)(c); State Board of Education Policy 4.100
 T.C.A. § 49-6-2904(b)(5)
 T.C.A. § 49-6-3007
 T.C.A. § 49-6-3021
 T.C.A. § 49-6-3007; T.C.A. § 49-6-3009
 T.C.A. § 49-6-3019
 T.C.A. § 49-2-203(b)(7); T.C.A. § 49-6-3002(b)
 TRR/MS 0520-01-02-.17(2)

Cross References

School Calendar 1.800
 Extracurricular Activities 4.300
 Interscholastic Athletics 4.301
 Field Trips/Excursions/Competitions 4.302
 Reporting Student Progress 4.601
 Promotion and Retention 4.603
 Recognition of Religious Beliefs, Customs & Holidays 4.803
 Voluntary Pre-K Attendance 6.2011
 Students in Foster Care 6.505
 Student Records 6.600

Germantown Municipal School District

Monitoring: Review: Annually, in August	Descriptor Term: Compulsory Attendance Ages	Descriptor Code: 6.201	Issued Date: 08/**/21
		Rescinds:	Issued: 07/21/14

1 Children between the ages of six (6) and seventeen (17) years, both inclusive, must attend a public or
2 private school.¹ A parent/guardian or legal custodian who believes that their child is not ready to attend
3 school at the designated age of mandatory attendance may make application to the Principal of the public
4 school which the child would attend for a one (1) semester or one (1) year deferral in required
5 attendance.² Any such deferral shall be reported to the Superintendent by the Principal. Under certain
6 circumstances permitted by law, the Board may temporarily excuse students from complying with the
7 provisions of the compulsory attendance law.³

8 Any child residing within the state who is or will be five (5) years of age ~~on or~~ before August 15 ~~who~~
9 ~~makes application for admission,~~ shall be enrolled into the school designated by the Board, provided that
10 the child enters within thirty (30) days after the opening day of the term. Any child who will not become
11 five (5) years of age until after December 31 shall not enter school during that school year.

12 However, if the Superintendent finds through evaluation and testing, at the request of the parent or
13 guardian, that a child who is five (5) years of age on or before September 30 is sufficiently mature
14 emotionally and academically, then the child may be permitted to enter Kindergarten.

15 ~~If a child will be five (5) years of age on or before September 30, such child's parent(s)/legal guardian~~
16 ~~may request that the child be admitted into kindergarten.⁵ Upon request, the Superintendent shall~~
17 ~~administer an evaluation and examination. If the results indicate that the child is sufficiently mature~~
18 ~~emotionally and academically, then the child may be enrolled into kindergarten. The director of schools~~
19 ~~shall develop procedures and forms to implement the provisions of this policy.⁴~~

20 No child shall be eligible to enter first grade without having attended an approved kindergarten program.⁶

21 A child entering a special education program shall be no less than three (3) years of age.⁷

22 A person eighteen (18) years of age or older who applies for admission must have the application
23 approved by the Principal and Director of Schools when:

- 24 1. He/she fails to enroll within thirty (30) calendar days after school officially starts; or
- 25 2. He/she has dropped out of school and wants to re-enter.

26 Admission cannot be denied on age alone.

27 The compulsory attendance law shall not apply to the following:⁸

- 28 1. A student who has received a diploma or other certificate of graduation;

- 1 2. A student who is enrolled and making satisfactory progress in a course leading to a GED;
 - 2 3. A student who is six (6) years or younger and whose parent or guardian has filed notice of intent
 - 3 to conduct home school with the director of schools; or
 - 4 4. A student enrolled in a home school who has reached the age of seventeen (17).
- 5 The Board may excuse a student who is seventeen (17) or older if his/her continued attendance is
6 detrimental to good order and discipline and to the instruction of other students and is not of
7 substantial benefit to the student being excused, if the board first obtains the recommendation in
8 writing from the Superintendent and the Principal.
- 9

Legal References

1. TCA 49-6-3001(c)(1)
2. TCA 49-6-3001(c)(5)
3. TCA 49-6-3005
4. TCA 49-6-201(b)(3); TCA 49-6-3001(b)(1)
5. TCA 49-6-3001(b)(2)(B)
6. TCA 49-6-201(8)(d)
7. 20 U.S.C. Sec 5. 1400—1485
8. TCA 49-6-3001(c)(2)(A)—(D)

Cross References

Special Education Program 4.202
Adult Education Program 4.208
Special Education Students 6.500

Germantown Municipal School District

Monitoring: Review: Annually, in August	Descriptor Term: Home Schools	Descriptor Code: 6.202	Issued Date: 08/**/21
		Rescinds:	Issued: 07/07/14

1 A “home school” is a school conducted or directed by a parent or parents or legal guardian or
2 guardians for their own children. Home schools, which teach K-12 where the parents are associated
3 with an organization that conducts church-related schools (*as defined by § 49-50-801*) are exempt from
4 the following provisions, but must follow procedures issued by the State Department of Education.

5 A parent wishing to conduct a home school shall meet the following requirements:¹

- 6 1. Provide annual notice to the director of school before the commencement of each school year
7 of the intent to conduct a home school;
- 8 2. Submit to the Superintendent, the name, number, age, grade level of children involved, location
9 of the school, curriculum to be offered, proposed hours of instruction, qualifications of the
10 parent/teacher;
- 11 3. Maintain attendance records, subject to inspection of the local Superintendent;
- 12 4. Submit attendance records to the Superintendent at the end of each school year;
- 13 5. Provide instruction for at least four (4) hours per day for the same number of instructional days
14 as are required by state law for public schools;
- 15 6. Possess a high school diploma, ~~or~~ GED or HiSet;
- 16 7. Cooperate in the administration to home school students of appropriate tests by the
17 Commissioner of Education, his/her designee or by a professional testing service in grades five
18 (5), seven (7), and nine (9).
- 19 8. Take actions according to state law if home school student falls behind appropriate grade level;
- 20 9. Submit proof to the Superintendent that the home school student has been vaccinated as
21 required by law;
- 22 10. Submit proof to the Superintendent that other health services and examinations as required by
23 law have been received by the home school student; and
- 24 11. In the event of illness or inadequacy of the home school parent-teacher to teach a specific
25 subject, employ a tutor having the same qualifications as required of parent/teacher.

1 If one or more of these requirements are not met, the Board authorizes the Superintendent to take
2 formal action to bring the child into compliance with the compulsory attendance law (until the child
3 has reached age 17), either in the home school or in a public, private or church-related school.

4 It shall be the policy of this Board that all students that wish to attend a school in the Germantown
5 Municipal District, and are coming from a Home School or non-accredited public/private school, will
6 complete a placement test. The Superintendent's designee will give the test and the student will be
7 placed in the appropriate grade, depending on the results of the test.

8 The Superintendent, through the attendance supervisor, shall have the attendance records of the home
9 school inspected at least two (2) times each school year in order to provide assistance in implementing
10 the Compulsory Attendance Law.

11 If a home school student falls more than one (1) year behind his appropriate grade level in his/her
12 comprehensive test score for two (2) consecutive tests, and if a certified teacher who would have
13 taught the child at his/her grade level determines through appropriate means that the student is not
14 learning disabled, the Superintendent shall require the parents to enroll the child in a public, private or
15 church-related school.

Legal References

1. TCA § 49-6-3050

Germantown Municipal School District

Monitoring: Review: Annually, in October	Descriptor Term: Alternative School Program	Descriptor Code: 6.319	Issued Date: 08/**/21
		Rescinds:	Issued: 11/20/17

1 ~~The Germantown Municipal School District shall operate an alternative education program for students~~
2 ~~in grades 6-12 who have been suspended or expelled from regular school programs.¹ Students that~~
3 ~~return from incarceration or a mental health facility may transition through the alternative program.~~

4 ~~Alternative school programs shall be operated in accordance with state laws and the rules of the State~~
5 ~~Board of Education² and instruction shall proceed as nearly as practicable in accordance with the~~
6 ~~instructional programs at the student's home school.~~

7 ~~The Superintendent is authorized to develop appropriate procedures to implement this policy and to~~
8 ~~ensure compliance with relevant state laws and regulations.~~

9 The Board shall operate an alternative school program for students in grades 6-12 who have been
10 suspended or expelled from regular school programs. The Board recognizes the impact of exclusionary
11 discipline practice on students; therefore, placement in the alternative education setting should be
12 reserved for infractions that significantly disrupt the educational process.

13 Attendance in the alternative school shall be mandatory for students that have been suspended for more
14 than ten (10) days or expelled from school, unless the student has been expelled for a zero-tolerance
15 offense as defined by GMSD Policy. A Superintendent/designee is not required to assign a student who
16 has been suspended for more than ten (10) days or expelled to the alternative school, if the offense for
17 which the student was suspended or expelled was due to an act of violence or threatened the safety of
18 persons attending or assigned to the student's school. For all students that have been expelled for a zero-
19 tolerance offense, the Superintendent shall determine whether to assign the student to the alternative
20 school or alternative program on a case-by-case basis. Students attending alternative school shall
21 provide their own transportation.

22 **Requirements**

23 (a) The instruction shall be as nearly as practicable in accordance with the instructional program in
24 the student's regular school.

25 (b) All course work and credits earned shall be transferred and recorded in the student's regular
26 school.

27 (c) Students attending the alternative school are subject to all rules of their regular school. Violations
28 of rules may cause students to be removed from the alternative program but shall not constitute
29 grounds for extending the length of original suspension or expulsion.

- 1 (d) All laws, rules and regulations shall be followed with children eligible for special education. If
2 a student has an active Individualized Education Program (IEP), a 504 plan, or is suspected of
3 having a disability, all state and federal laws and rules relating to special education shall be
4 followed.
- 5 Prior to the assignment of a student with a disability to the alternative school, the IEP team shall
6 review the student's IEP to ensure the alternative education program is able to provide the
7 services the student needs and is the least restrictive environment. If a change of placement is
8 made, due process procedures are mandated.
- 9 Prior to the assignment of a student to the alternative school, the student's parents or guardians
10 must be provided written notice of the alternative school referral and the reason for placement in
11 the alternative school.
- 12 (e) Reasons for placement in the alternative school must be documented.
- 13 (f) Alternative school teachers must have a valid Tennessee teacher license.
- 14 (g) Support services such as counseling and psychological services must be accessible for students
15 attending the alternative school.
- 16 (h) All alternative school classrooms shall have working two-way communication systems that make
17 it possible for teachers and other employees to notify a Principal, Supervisor or other
18 administrator that there is an emergency.
- 19 (i) Alternative school teachers and other employees shall be notified of GMSSD's emergency
20 procedures prior to the beginning of classes for each school year.
- 21 (j) Students enrolled in the alternative school shall participate in all required state assessments at
22 sites determined by the GMSSD Director of Academics.
- 23 The Supervisor of the alternative school, in conjunction with the high school or middle school Principal
24 or their respective designees, shall develop and implement formal transition plans for the integration of
25 students from high school or middle school to the alternative school and from the alternative school to
26 the high school or middle school. The plans shall be targeted to improve communication between the
27 high school or middle school and the alternative school staff, provide professional development and
28 opportunities shared by the high school or middle school staff and the alternative school staff, align
29 curricula between the high school or middle school and the alternative school, provide for educational
30 and behavioral supports, develop graduate and post-secondary goals, develop quality intake procedures
31 for students returning to the regular high school or middle school program and provide student follow-
32 up upon return to the regular high school or middle school program.

Legal References

1. TCA § 49-6-3402(a)
2. TRR/MS 0520-1-2-.09

Cross References

Germantown Municipal School District

Monitoring: Review: Annually, in September	Descriptor Term: Physical Examinations and Immunizations	Descriptor Code: 6.402	Issued Date: 08/**/21 09/15/14
		Rescinds:	Revised: 06/08/21

1 **PHYSICAL EXAMINATIONS¹**

2 The District is concerned about the health and wellness of the entire student community. To this end,
3 physical examinations, except as exempt by statute, shall be required of students.

- 4 1. Entering school for the first time² (applies to all schools, including Pre-K, for whom there is no
5 health record); or
6 2. Participating in interscholastic athletics (including any strenuous physical activity program
7 covered by TSSAA)³

8 Cost for the examination shall be borne by the parent or guardian of the student and a copy retained on
9 file at the school.

10 Physical Examination Administered by the District

11 The District will not conduct student physical examinations without parental consent.⁴ Parents have the
12 right to opt their child out of non-emergency, invasive physical examination or screening that is (1) not
13 required as a condition of attendance, administered by the school and scheduled by the school in
14 advance; and (2) not necessary to protect the immediate health and safety of the student, or of other
15 students.

16 An invasive physical examination does not include hearing, vision, blood pressure, height, weight, or
17 scoliosis screening. Parents/guardians will be notified of dates and times when such screenings will be
18 conducted and will receive written notification of any screening results indicating a condition that
19 might interfere or tend to interfere with student's progress.

20 **IMMUNIZATIONS**

21 **A.** No students entering school, including those entering pre-kindergarten, kindergarten, **or** first
22 grade, ~~those from out of state and those from non-public schools,~~ will be permitted to enroll (or attend)
23 without proof of immunization.

24 **B.** It is the responsibility of **all the** parents **and** ~~or~~ guardians to have their children immunized and
25 to provide such proof to the principal of the school the student is to attend.⁵

26 **C.** (1) Proof of immunizations shall be established by a Certificate of Immunization listing
27 all immunizations that a child has received. The certificates shall be signed by a physician or a health
28 care provider administering immunizations. All Certificates of Immunizations shall be on forms
29 furnished by the Tennessee Department of Health.
30

1 (2) However, if a student is a natural or adopted child or stepchild of a member of the
2 Armed Forces engaged in active military service of the United States or a member of the Tennessee
3 National Guard engaged in active military service for the United States, the following shall satisfy the
4 proof of immunization requirement. Notwithstanding Section (C)(1) above, out-of-state immunization
5 records evidencing a child's immunization are sufficient to permit a child to attend GMSD schools
6 provided that the parent of a child immunized in another state provides GMSD and the Tennessee
7 Department of Health with the child's out-of-state immunization records.

8
9 For Exemptions, in absence of epidemic or immediate threat, parents or guardian shall file with school
10 authorities a signed, written statement that such measures conflict with his/her religious tenets or
11 practice; or due to medical reasons if such child has a written statement from his/her doctor excusing
12 him from such immunizations.⁶

Legal References

1. 20 USCA § 1232h(c)
2. TRR/MS 0520-1-03-.08(2)(a)
3. TRR/MS 0520-01-03-.08(2)(b)
4. Tennessee School Health Screening Guidelines,
https://www.tn.gov/assets/entities/education/attachments/csh_school_health_screening_guidelines.pdf
5. TCA 49-6-5001(a), (c)
6. TCA 49-6-5001(b)(2)

Germantown Municipal School District

Monitoring: Review: Annually, in September	Descriptor Term: Child Abuse and Child Sexual Abuse	Descriptor Code: 6.409	Issued Date: 08/**/21 08/25/20
		Rescinds: 6.409	Revised: 06/08/21

1 It is the policy of the GMSD that all instances of suspected child abuse or neglect be reported to the
2 Department of Children's Services as well as the appropriate GMSD personnel. All personnel shall be
3 alert for any evidence of child abuse or neglect.¹ It is the law of the State of Tennessee that teachers
4 and other persons employed in the public school system are required to report suspected child abuse
5 and child sexual abuse. The following reporting guidelines will be followed by all GMSD employees.

6 If any teacher, school official or other personnel has knowledge or reasonable cause to suspect that a
7 child who attends the school may be a victim of child abuse or child sexual abuse, the teacher, school
8 official, or other school personnel must follow this policy.

9 Child Abuse Coordinator²

10 A Child Abuse Coordinator and an Alternate Child Abuse Coordinator has been assigned to each
11 GMSD school. The name and contact information for each child abuse coordinator and alternative
12 child abuse coordinator shall be posted in each GMSD school at the commencement of each school
13 year.

14 The Child Abuse Coordinator and the Alternative Child Abuse Coordinator shall serve in the capacity
15 set forth by TC.A. § 49-6-1601 and shall likewise receive the training set forth in that State law.³

16 **REPORTING**

17
18 I. A. If a child voluntarily discloses information about possible abuse to a school teacher,
19 school official, or other school personnel, then the child must be provided a quiet and
20 private place to speak and the person receiving the information must listen openly and
21 speak at the child's level in a positive, non-judgmental tone.

22
23 B. The person receiving the information from the child must:

24 (i) Allow the child to say what happened in the child's own words;

25 (ii) Avoid conducting an investigation by asking the child detailed questions;

26 (iii) Make every effort to write down the child's exact words;

27
28 (iv) Refrain from making any statements to the child about the alleged abuse, the
29 alleged abuser, or the consequences of the child reporting the alleged abuse; and
30
31
32

- 1 (v) Immediately notify the school Child Abuse Coordinator and report the
2 information to the Department of Children's Services and/or law enforcement.⁴
3

4 II. Teachers, school officials, and other school personnel should be observant of any bruising,
5 injury, markings, or other unusual behavior that may be the result of child abuse or neglect,
6 and immediately report any suspicions to the school's Child Abuse Coordinator.
7 Photographs of any bruising, injury, or markings must not be taken by any school Child
8 Abuse Coordinator, teacher, official, or other school personnel. Upon receiving a report of
9 suspicion of child abuse or child sexual abuse, the Child Abuse Coordinator, along with the
10 reporting school personnel who obtained the information from the child, must report any
11 suspected child abuse or child sexual abuse the Department of Children's Services or law
12 enforcement.

13 III. If a third party informs a teacher, school official, or other school personnel of a reasonable
14 suspicion that a child at the school may be the victim of child abuse or child sexual abuse, then
15 the teacher, school official, or other school personnel must:

- 16
17 a. Encourage the third party to report the suspicion to the Department of Children's
18 Services or law enforcement;
19 b. Notify the school's Child Abuse Coordinator; and
20 c. Report all information received from the third party to the Department of Children's
21 Services or law enforcement.

22 IV. Teachers, school officials, and other school personnel must maintain confidentiality of all
23 information regarding any child abuse or child sexual abuse report and all information regarding the
24 suspected child abuse or child sexual abuse must be maintained by the school Child Abuse Coordinator
25 in a confidential file separate from the child's educational file.

26 V. (1) **In conjunction with the Department of Children's Services,** School Child Abuse
27 Coordinators, teachers, school officials and other school personnel shall ~~not~~ provide ~~any~~ information
28 relevant to the suspected child abuse, ~~or~~ child sexual abuse, **or neglect** to the child's parent or guardian
29 ~~and must refer any questions from the child's parent or guardian to the Department of Children's~~
30 ~~Services~~ **if: (1) federal law or regulation mandates disclosure and (2) if the parent or guardian is not**
31 **alleged to be the perpetrator, or in any way complicit in the child abuse, child sexual abuse, or neglect.**

32 (2) **School Child Abuse Coordinators, teachers, school officials, and other school personnel**
33 **shall NOT provide information relevant to the suspected child abuse or child sexual abuse to the**
34 **child's parent or guardian if: (1) federal law or regulation does not mandate disclosure or (2) if the**
35 **parent or guardian is alleged to be the perpetrator or in any way complicit in the child abuse or child**
36 **sexual abuse. Under such circumstances, all questions from parents or guardians concerning the**
37 **alleged child abuse or child sexual abuse shall be referred to the investigating law enforcement agency**
38 **and the Department of Children's Services.**

1 VI. The principal or his/her designee will inform the School Resource Officer of all allegations of child
2 abuse or neglect which may have occurred on GMSD property. Administration shall make necessary
3 notifications as required by Tennessee state law.

4 VII. The superintendent or his/her designee shall develop reporting procedures, including sample
5 indicators of abuse and neglect, and shall disseminate the procedures to all school personnel.

6 **INVESTIGATIONS**

7 School administrators and employees have a duty to cooperate, provide assistance, and information in
8 child abuse investigations⁵ including permitting child abuse investigators to conduct interviews while
9 the child is at school. The principal may control the time, place, and circumstances of the interview but
10 may not insist that a school employee be present even if the suspected abuser is a school employee or
11 another student.⁶

12 **PENALTIES**

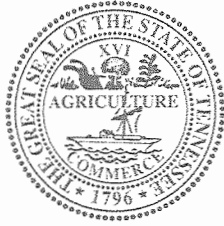
13
14 Any person required to file a report regarding suspected child abuse and neglect who is found guilty of
15 failure to do so is subject to disciplinary action up to and including termination, as well as current legal
16 penalties established by state law.

17 Any employee found to have committed child abuse or child sexual abuse upon any GMSD student
18 shall be terminated from their employment with GMSD.

19 Any student found to have committed child abuse or child sexual abuse upon another student shall
20 receive the appropriate disciplinary action which may include expulsion.

Legal References

1. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605(a)(4)
2. H.B. 2461, 111th Tenn. Gen. Assembly (2020)
3. TCA 37-1-408
4. TCA 37-1-403(a)(2); H.B. 2461, 111th Tenn. Gen. Assembly (2020)
5. TCA 37-1-611(b)
6. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)



State of Tennessee

PUBLIC CHAPTER NO. 493

SENATE BILL NO. 623

By Bell, Johnson, Kelsey, Pody, Stevens, Bowling

Substituted for: House Bill No. 580

By Ragan, White, Cepicky, Sherrell, Smith, Darby, Zachary, Grills, Howell, Helton, Lamberth, Rudd, Terry, Casada, Littleton, Warner, Carr, Carringer, Griffey, Crawford, Weaver, Bricken, Gillespie, Wright, Rudder, Calfee, Williams, Halford, Tim Hicks, Alexander, Cochran, Russell, Moody, Hawk, Hulse, Todd, Jerry Sexton, Garrett, Moon, Holsclaw, Doggett, Sparks, Powers, Hurt, Reedy, Gant, Faison, Kumar, Eldridge, Leatherwood, Marsh, Vaughan, Boyd, Hall, Haston, Ogles, Lynn

AN ACT to amend Tennessee Code Annotated, Title 4 and Title 49, relative to education.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 49-1-102, is amended by deleting subsections (a) and (b) and substituting:

(a) The system of public education in this state is governed in accordance with laws enacted by the general assembly and under rules, policies, standards, and guidelines adopted by the state board of education that are necessary for the proper operation of public education in pre-kindergarten through grade twelve (pre-K-12). The state board shall formulate the rules, policies, standards, and guidelines with assistance from the commissioner of education, as the state board may request.

(b) The commissioner shall perform the duties assigned to the commissioner by law and is responsible for the administration, implementation, supervision, and enforcement of the rules, policies, standards, and guidelines of the state board of education.

SECTION 2. Tennessee Code Annotated, Section 49-1-201(c)(14), is amended by deleting the subdivision.

SECTION 3. Tennessee Code Annotated, Section 49-1-201(c), is amended by deleting subdivision (19) and substituting:

(19) Inspect, approve, and classify private schools in accordance with the rules of the state board of education;

SECTION 4. Tennessee Code Annotated, Section 49-1-201(c), is amended by deleting subdivision (20) and substituting:

(A) Prepare and present to the state board of education for its approval, disapproval, or amendment rules that are necessary to implement the policies, standards, or guidelines of the state board or the education laws of the state;

(B) In the absence of the state board, the commissioner shall have, if necessary, the emergency rulemaking authority provided for in the Uniform Administrative Procedures Act, compiled in title 4, chapter 5; and

(C) The commissioner may prepare and promulgate, without board approval, rules that are solely necessary for the internal administrative operation and functions of the department. The department's authority does not supersede the powers of the state board and may be used only in performance of the commissioner's administrative responsibilities;

SECTION 5. Tennessee Code Annotated, Section 49-1-211, is amended by deleting subsection (a) and substituting instead the following:

(a) The commissioner of education shall annually publish information on the department's website, including, but not limited to:

(1) The results of state-conducted compliance and performance audits of LEAs;

(2) Value-added assessment organized by grade band, school, and LEA;

(3) School performance indicators including performance on the Tennessee comprehensive assessment program (TCAP), dropout rates, the number of waivers granted pursuant to § 49-1-201(d), local financial contribution to education, attendance rates, and other indicators of school performance adopted by the state board of education;

(4) School and LEA performance designations pursuant to § 49-1-602;

(5) A comparison of expenditures by category and program for each LEA with statewide averages;

(6) Student dropout rates organized by school and LEA, disaggregated by sex and race;

(7) Student suspension and expulsion rates organized by school and LEA, disaggregated by sex and race;

(8) High school graduation rates organized by high school and LEA, disaggregated by sex and subgroup pursuant to applicable federal law. The high school graduation information must be placed on the annual state, LEA, and school-level report cards posted on the department's website;

(9) Alternative school performance indicators as reported to the department by LEAs pursuant to § 49-6-3405;

(10) A list of the advanced placement (AP) courses offered in each LEA and a list of the AP courses offered in each of the LEA's schools serving grades in which AP courses may be taken;

(11) The number of students taking AP courses and the percentage of students scoring three (3) or above on AP exams organized by each school and LEA serving grades in which AP courses may be taken;

(12) A list of the dual enrollment courses offered in each school and LEA and the number of dual enrollment courses taken by students enrolled in each of the LEA's schools serving grades in which dual enrollment courses may be taken;

(13) The percentage of students successfully completing dual enrollment courses, which must be reported by the LEA and by the school serving grades in which dual enrollment courses may be taken;

(14) ACT academic achievement data, including the number and percentage of students with a twenty-one (21) composite score or higher and the number and percentage of students meeting the college readiness benchmark in English, mathematics, reading, and science for each LEA and high school with at least ten (10) students taking the exam. The data shall not contain private or individual student information. The data must be included on the department's website; provided, that it is received by the department from ACT; and

(15) SAT college-bound seniors district profile for each LEA with at least twenty-five (25) students taking the SAT. The data shall not contain private or individual student information. The data must be included on the department's website; provided, that it is received by the department from the college board.

SECTION 6. Tennessee Code Annotated, Section 49-1-211, is amended by deleting subsections (b) and (c) and substituting instead the following:

(b) TCAP scores reported pursuant to subdivision (a)(3), or otherwise, must be disaggregated by subgroup.

SECTION 7. Tennessee Code Annotated, Section 49-1-302(a)(13), is amended by deleting the subdivision.

SECTION 8. Tennessee Code Annotated, Section 49-1-303, is amended by deleting the section.

SECTION 9. Tennessee Code Annotated, Section 49-1-1007, is amended by deleting the language "By July 1, 2017, and each July 1 thereafter," and substituting instead the language "By October 1, 2021, and each October 1 thereafter,".

SECTION 10. Tennessee Code Annotated, Section 49-2-116(d), is amended by deleting the last sentence.

SECTION 11. Tennessee Code Annotated, Section 49-2-406, is amended by deleting the section and substituting instead the following:

Each director of schools or local board of education shall make all reports required by the commissioner of education.

SECTION 12. Tennessee Code Annotated, Section 49-6-5001(a), is amended by deleting the language ", subject to the approval of the public health council,".

SECTION 13. Tennessee Code Annotated, Title 49, Chapter 7, Part 1, is amended by adding the following as a new section:

(a) The governing body of the University of Tennessee system, the state university and community college system, or a state university may lease public lands under the governing body's jurisdiction to fraternities and sororities for a nominal consideration for a term not to exceed ninety-nine (99) years. A majority of the governing body may direct the chancellor, president, or chair of the governing body to execute the leases on behalf of the public institution of higher education; provided, that the leases are approved by the governor and the attorney general and reporter. A governing body shall consent in writing before a lease under this section is assigned or the premises are sublet or subleased. Prior to the commencement of the construction or installation of any improvement, the governing body shall approve the plans and specifications pertaining to the improvement. The governing body shall approve material alterations and all additions to the improvements constructed or installed on the premises prior to the commencement of the alterations or additions. The governing body shall promulgate rules for the operation and maintenance of the leased properties. At the end of the term of any lease, and in the event that any lessee violates the lessee's lease agreement or any rule adopted pursuant to this section, or violates this section, the lease terminates and the improved premises become the exclusive property of the governing body. The governing body shall take possession of the property. The lease may contain a provision for an option to renew the lease when the lease expires upon the conditions that the premises are not needed for use for other purposes in connection with the state's educational program and the building and improvements are suitable for occupancy without major repairs, remodeling, or alterations in accordance with the generally accepted standards for housing prevailing at public institutions of higher education. If the governing body does not renew a lease at the end of the term, then the governing body may pay the lessee the reasonable value of the improvements; however, in the event that the lease is not renewed, the title to the improvements vests in the state, and the state shall take possession of the premises, including the improvements, upon the expiration of the term.

(b) Any construction or installation of any improvements upon the property of a public institution of higher education by a fraternity or sorority pursuant to a lease agreement with the governing body is exempt from § 4-15-102(c), and from the Prevailing Wage Act for State Highway Construction Projects, compiled in title 12, chapter 4, part 4; provided, that the fraternity or sorority shall solicit competitive bids for the construction or installation and shall award the construction or installation contract to the lowest qualified bidder unless the fraternity or sorority can secure the work from alumni or supporters at a lesser cost than the lowest qualified bid.

SECTION 14. Tennessee Code Annotated, Section 49-1-305, is amended by deleting subsection (b) and substituting:

(b) The state board's staff is subject to personnel rules and policies that are applicable to state employees in general, including leave, compensation, classification, and travel rules and policies. The state board controls the work of the executive director and may terminate the executive director's employment. The state board and the executive director, in accordance with subsection (a), have the sole authority to appoint, terminate, and control staff employees. The board's employees do not have preferred service status.

SECTION 15. Tennessee Code Annotated, Section 49-1-607, is amended by deleting the section and substituting:

A person found to have violated security guidelines for administration of the Tennessee comprehensive assessment program (TCAP) test, or a successor test, including making or distributing unauthorized copies of the test, altering a grade or answer sheet, providing copies of answers or test questions, or otherwise compromising the integrity of the testing process must be placed on immediate suspension, and such actions constitute grounds for dismissal, including dismissal of tenured employees. Such actions are grounds for revocation of state licensure.

SECTION 16. Tennessee Code Annotated, Section 49-1-703, is amended by deleting the language "state board of education" and substituting the language "department of education".

SECTION 17. Tennessee Code Annotated, Section 49-2-202(a)(4), is amended by deleting the language "GED®" wherever it appears and substituting the language "GED® or HiSET®".

SECTION 18. Tennessee Code Annotated, Section 49-5-108(c)(5), is amended by deleting the language "supervisor, principal, or" wherever it appears.

SECTION 19. Tennessee Code Annotated, Section 49-5-108, is amended by deleting subsection (e) and substituting:

(e) Institutions with authorized teacher training programs shall ensure that persons seeking licensure in this state receive appropriate instruction in the teaching of reading.

SECTION 20. Tennessee Code Annotated, Section 49-5-111, is amended by deleting subsection (a) and substituting:

(a) Educational assistants shall have, at a minimum, a high school diploma, GED®, or HiSET®, and shall show demonstrable proficiency in reading and writing skills.

SECTION 21. Tennessee Code Annotated, Section 49-5-411(b), is amended by deleting subdivision (4) and substituting:

(4) If the state board of education finds that a teacher has broken the teacher's contract, then the state board may suspend the teacher's license for no less than thirty (30) days and no more than three hundred sixty-five (365) days;

SECTION 22. Tennessee Code Annotated, Section 49-6-108, is amended by deleting subdivision (7).

SECTION 23. Tennessee Code Annotated, Section 49-6-3001, is amended by deleting subsections (a) and (b) and substituting:

(a) The public schools are free to all persons residing within the state who are above five (5) years of age, or who will become five (5) years of age on or before August 15.

(b)(1) Any child residing within the state who is five (5) years of age, or who will become five (5) years of age on or before August 15, may enter the public school designated by the local board of education having appropriate jurisdiction at the beginning of the term; provided, that the child enters within thirty (30) days after the opening day of the term.

(2)(A) Any child who will not become five (5) years of age until after December 31 shall not enter school during that school year; provided, that LEAs having semiannual promotions may admit, at the beginning of any semester, children who will become five (5) years of age within sixty (60) days following the opening of the semester.

(B) Notwithstanding subdivision (b)(2)(A), if the director of schools finds through evaluation and testing, at the request of the parent or legal guardian, that a child who is five (5) years of age on or before September 30 is sufficiently mature emotionally and academically, then the child may be permitted to enter kindergarten.

(3) Where a student meets the requirements of the state board of education for transfer or admission purposes, the student may be admitted by a local board of education, notwithstanding any other provision or act to the contrary.

SECTION 24. Tennessee Code Annotated, Section 49-6-3001(c)(2)(B), is amended by deleting the first sentence of the subdivision and substituting:

Is enrolled and making satisfactory progress in a course leading to a GED® or HiSET® from a state-approved institution or organization, or who has obtained a GED® or HiSET®.

SECTION 25. Tennessee Code Annotated, Section 49-6-3001(d), is amended by deleting the subsection.

SECTION 26. Tennessee Code Annotated, Section 49-6-3017(b)(1), is amended by deleting the subdivision and substituting:

(1) Enrolled and making satisfactory progress in a course leading to a GED® or HiSET® from a state-approved institution or organization, or has obtained a GED® or HiSET®;

SECTION 27. Tennessee Code Annotated, Section 49-6-3017(d), is amended by deleting the language "GED®" and substituting "GED®, HiSET®".

SECTION 28. Tennessee Code Annotated, Section 49-6-3017(f), is amended by deleting the language "GED®" wherever it appears and substituting "GED® or HiSET®".

SECTION 29. Tennessee Code Annotated, Section 49-6-3050(a)(2), is amended by deleting subdivision (B) and substituting:

(B) Parent-teachers who register with an organization, as defined by § 49-50-801, for conducting a home school for students in grades nine through twelve (9-12) must possess at least a high school diploma, GED®, or HiSET®.

SECTION 30. Tennessee Code Annotated, Section 49-6-3050(b)(4), is amended by deleting the subdivision and substituting:

(4) Possession of a high school diploma, GED®, or HiSET® by the parent-teacher;

SECTION 31. Tennessee Code Annotated, Section 49-6-3110, is amended by deleting the section.

SECTION 32. Tennessee Code Annotated, Section 49-6-5002, is amended by deleting subsection (b).

SECTION 33. Tennessee Code Annotated, Section 49-6-6001(g), is amended by deleting the language "general equivalency development credential (GED®)" and substituting "GED® or HiSET®".

SECTION 34. Tennessee Code Annotated, Section 49-6-8103(c)(2), is amended by deleting the language "eighteen (18) credits" and substituting "seventeen (17) credits".

SECTION 35. Tennessee Code Annotated, Section 49-13-110, is amended by deleting subsection (d) and substituting:

(d) The governing body of the public charter school may petition the authorizer to amend the original charter agreement. The state board of education shall determine the timelines for approval and the appeal process until 11:59 p.m. on June 30, 2021. Beginning July 1, 2021, the commission shall determine the timelines for approval and the appeal process. If the authorizer is the state board of education or the commission, then an appeal shall not be made of the state board of education's or the commission's decision to deny a petition to amend the charter agreement. The governing body of a public charter school may petition the authorizer for voluntary termination of the charter agreement before the charter agreement expires.

SECTION 36. Tennessee Code Annotated, Section 4-5-231, is amended by adding the following language as a new subsection:

(c) Subsection (b) does not apply to the state board of education.

SECTION 37. Tennessee Code Annotated, Section 49-1-1002(b)(1), is amended by deleting the language "Section 49-6-1005(a) and the" and substituting "The".

SECTION 38. Tennessee Code Annotated, Section 49-3-318(b)(1), is amended by deleting the language "The system shall consist of three (3) grant programs as follows:" and substituting instead the language "The system consists of the following grant programs:".

SECTION 39. Tennessee Code Annotated, Section 49-7-2109, is amended by deleting subsection (d).

SECTION 40. Tennessee Code Annotated, Section 49-1-302(a), is amended by deleting subdivision (16) and substituting:

(16) Develop and adopt a uniform grading system to be implemented in all public schools in the state for purposes of calculating the cumulative grade point averages of students who are seeking financial academic assistance provided by the state. The state board may promulgate rules for the administration of this subdivision (a)(16);

SECTION 41. Tennessee Code Annotated, Section 49-1-302(a)(11), is amended by deleting the language "and regulations prepared by the commissioner".

SECTION 42. Tennessee Code Annotated, Section 49-1-302(a)(2), is amended by deleting the word "policies" and substituting the language "rules and policies".

SECTION 43. Tennessee Code Annotated, Section 49-1-302(a)(5)(A), is amended by deleting the word "policies" and substituting the language "rules and policies".

SECTION 44. Tennessee Code Annotated, Section 49-1-302(a)(6), is amended by deleting the word "policies" and substituting the language "rules and policies".

SECTION 45. Tennessee Code Annotated, Section 49-1-302(a)(7), is amended by deleting the word "policies" and substituting the language "rules and policies".

SECTION 46. Tennessee Code Annotated, Section 49-1-302(a), is amended by deleting subsection (8) and substituting:

(8) Approve all academic standards and adopt rules and policies governing courses of study in the public schools;

SECTION 47. Tennessee Code Annotated, Section 49-1-302(a)(12), is amended by deleting the word "policies" and substituting the language "rules and policies".

SECTION 48. Tennessee Code Annotated, Section 49-1-302(a)(17), is amended by deleting the word "guidelines" and substituting the language "rules, policies, and guidelines".

SECTION 49. Tennessee Code Annotated, Section 49-1-302(d)(2)(A), is amended by deleting the subdivision and substituting:

(A) The committee shall develop and recommend to the board guidelines and criteria for the annual evaluation of all teachers and principals employed by LEAs, including a local level evaluation grievance procedure. This grievance procedure must provide a means for evaluated teachers and principals to challenge only the accuracy of the data used in the evaluation and the adherence to the evaluation policies adopted pursuant to this subdivision (d)(2). Following the development of these guidelines and criteria, the board shall adopt rules and policies. The evaluations must be a factor in employment decisions, including, but not necessarily limited to, promotion, retention, termination, compensation, and the attainment of tenure status; however, this subdivision (d)(2)(A) does not require an LEA to use student achievement data based on state assessments as the sole factor in employment decisions.

SECTION 50. Tennessee Code Annotated, Section 49-5-108(c), is amended by adding the following as a new subdivision:

() Notwithstanding any other law, a public school teacher is not required to take an assessment to reactivate a license from this state that has expired if at the time of application to reactivate the license, the public school teacher possesses an active professional license in a state that has a reciprocal agreement with the state board of education pursuant to § 49-5-109.

SECTION 51. Tennessee Code Annotated, Title 49, Chapter 6, Part 10, is amended by adding the following as a new section:

(a) An LEA or public charter school shall not include or promote the following concepts as part of a course of instruction or in a curriculum or instructional program, or allow teachers or other employees of the LEA or public charter school to use supplemental instructional materials that include or promote the following concepts:

(1) One (1) race or sex is inherently superior to another race or sex;

- (2) An individual, by virtue of the individual's race or sex, is inherently privileged, racist, sexist, or oppressive, whether consciously or subconsciously;
- (3) An individual should be discriminated against or receive adverse treatment because of the individual's race or sex;
- (4) An individual's moral character is determined by the individual's race or sex;
- (5) An individual, by virtue of the individual's race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;
- (6) An individual should feel discomfort, guilt, anguish, or another form of psychological distress solely because of the individual's race or sex;
- (7) A meritocracy is inherently racist or sexist, or designed by a particular race or sex to oppress members of another race or sex;
- (8) This state or the United States is fundamentally or irredeemably racist or sexist;
- (9) Promoting or advocating the violent overthrow of the United States government;
- (10) Promoting division between, or resentment of, a race, sex, religion, creed, nonviolent political affiliation, social class, or class of people;
- (11) Ascribing character traits, values, moral or ethical codes, privileges, or beliefs to a race or sex, or to an individual because of the individual's race or sex;
- (12) The rule of law does not exist, but instead is a series of power relationships and struggles among racial or other groups;
- (13) All Americans are not created equal and are not endowed by their Creator with certain unalienable rights, including, life, liberty, and the pursuit of happiness; or
- (14) Governments should deny to any person within the government's jurisdiction the equal protection of the law.

(b) Notwithstanding subsection (a), this section does not prohibit an LEA or public charter school from including, as part of a course of instruction or in a curriculum or instructional program, or from allowing teachers or other employees of the LEA or public charter school to use supplemental instructional materials that include:

- (1) The history of an ethnic group, as described in textbooks and instructional materials adopted in accordance with part 22 of this chapter;
- (2) The impartial discussion of controversial aspects of history;
- (3) The impartial instruction on the historical oppression of a particular group of people based on race, ethnicity, class, nationality, religion, or geographic region; or
- (4) Historical documents relevant to subdivisions (b)(1) - (3) that are permitted under § 49-6-1011.

(c) If the commissioner of education finds that an LEA or public charter school knowingly violated this section, then the commissioner shall withhold state funds, in an amount determined by the commissioner, from the LEA or public charter school until the LEA or public charter school provides evidence to the commissioner that the LEA or public charter school is no longer in violation of this section.


SECTION 52. If any provision of Section 51 or its application to any person or circumstance is held invalid, then the invalidity does not affect other provisions or applications of Section 51, or of this act, that can be given effect without the invalid provision or application, and to that end, the provisions of this act are severable.

SECTION 53. Section 51 of this act takes effect upon becoming a law, the public welfare requiring it, and applies to the 2021-2022 school year and subsequent school years. All other sections of this act take effect upon becoming a law, the public welfare requiring it.

SENATE BILL NO. 623

PASSED: May 5, 2021


Randy McNally
SPEAKER OF THE SENATE


Cameron Sexton, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 25th day of May 2021


Bill Lee, GOVERNOR

Department of Human Resources

1. GMSD SS Policy 3.204: Emergency School Closures

Rationale: At the beginning of the COVID pandemic, GMSD updated our Emergency School Closures policy to align with the need to allow some employees to be physically present in the building while others worked from home, resulting in some employees being designated as essential. However, in May 2021, Public Chapter 384 was signed into law, which prevents local governmental entities from designating certain employees as essential. Based on this new law, GMSD HR is recommending removing the language designating certain GMSD employees as essential currently contained in SS Policy 3.204.

2. GMSD HR Policy 5.102: Professional Employment

Rationale: Public Chapter 211 allows the Superintendent to hire individuals with a teaching permit if a teacher with a valid license is not available. GMSD HR is recommending updating policy 5.102 to clarify that this is an option. In addition, GMSD HR is recommending adding language outlining denial of employment to those individuals who have been identified by the Department of Children’s Services as a perpetrator of child abuse, severe child abuse, child sexual abuse, or child neglect or who poses as an immediate threat to the health, safety, or welfare of children as well as individuals who are listed on the state’s abuse of vulnerable persons registry maintained by the Department of Health.

3. GMSD HR Policy 5.113: In-Service and Professional Learning Opportunities

Rationale: The TN General Assembly amended its requirement for all educators to attend a human trafficking in-service training from a one-time training to once every three (3) years. This video training must focus on the detection, intervention, prevention, and treatment of human trafficking in which the victim is a child.

4. GMSD HR Policy 5.117: Teacher Tenure

Rationale: GMSD HR is recommending adding wording to Policy 5.117, which addresses the cancellation of TNReady tests during the pandemic, there are no Level of Overall Effectiveness (LOE) scores from the 2019-2020 school year. Chapter 2 of the Public Acts of 2021 revised the tenure law to allow a teacher who has met all other requirements for tenure eligibility but has not acquired an official evaluation score during the last one (1) or (2) years of the probationary period due to unavailable data due to the cancellation of TCAP tests as a result of the COVID-19 pandemic to utilize the most recent (2) years of available evaluation scores achieved during the probationary period to meet the LOE requirements for tenure eligibility.

5. GMSD HR Policy 5.200: Separation Practices for Tenured Teachers

Rationale: Previously, state law gave the Commissioner of Education the authority to suspend a teacher's license if he/she broke a contract with a local board of education. A new change to state law, now gives this authority to the State Board of Education. GMSD HR is recommending the updating this policy to reflect the change.

In addition, the Superintendent is required by law to report potential misconduct to the Office of Educator Licensing for licensed educators. GMSD HR is recommending to add wording that

states educators who have a temporary teaching permit will be reported to the State Board of Education for misconduct in the same manner that is done for licensed teachers.

Department of Exceptional Student Education

6. GMSD Policy 4.202: Special Education

Rationale: This policy had minor title and address changes in March of this year. Upon further review and analyzation of recommendations in State Board Rule 0520-01-09 (approved on final reading 2/5/21), the ESE department recommends the following updates to definitions (i.e. changing the word child to student) and rewording of isolation and restraint procedures to match the recommendations from the rule.

7. GMSD Policy 4.613 Programs for Students with Disabilities

&

8. GMSD New Policy 4.614 Homebound Instruction

The district did not previously have a policy outlining the requirements for homebound instruction other than homebound instruction pertaining to special education students. The State Board of Education has changed the State Board Rule pertaining to who qualifies for homebound services and the process for approving homebound services. In order to fully articulate the homebound process and approval process and for ease of parents and educators to locate the policy, it is recommended that an entirely **new** **GMSD policy 4.614** be created which is entitled, "Homebound Instruction". Because the former State Board requirements are enveloped in **GMSD Policy 4.613**, it is recommended that the homebound provisions contained in the obsolete portion of that policy, are updated and folded into a new comprehensive **GMSD Homebound** policy.

Department of Student Services

9. GMSD Policy 1.810: Reporting Threats of Mass Violence

Rationale: Public Chapter 395 requires a person who has knowledge of a threat of mass violence on school property or at a school-related activity to report the threat immediately to:
(1) The local law enforcement agency with jurisdiction over the school property or school-related activity; and
(2) The school that is subject to the threat of mass violence.

10. GMSD SS Policy 6.201: Compulsory Attendance Ages

Rationale: This policy is revised to reflect current law regarding Kindergarten enrollment.

11. GMSD SS 6.409: Child Abuse and Child Sexual Abuse

Rationale: Public Chapter 161 defines when school officials can and cannot provide relevant information to a child's parent or guardian regarding a claim of abuse.

12. GMSD SS 6.402: Physical Examinations and Immunizations

Rationale: This policy is revised to reflect current law regarding proof of immunizations. It also clarifies that if a student's guardian is active in the Armed Forces or Military, the out-of-state immunization shall satisfy this requirement.

13. GMSD SS 4.301: Interscholastic Athletics

Rationale: Public Chapter 40 requires, for the purposes of participation in a middle school or high school interscholastic athletic activity or event, that a student's gender be determined by the student's sex at the time of the student's birth, as indicated on the student's original birth. If a birth certificate does not appear to be the student's original birth certificate or does not indicate the student's sex at birth, the student must provide other evidence to indicate the student's sex. The student or the student's parent or guardian must pay the cost associated with providing evidence. This bill requires the state board of education, local boards of education, and governing bodies of public charter schools to adopt and enforce policies to ensure compliance with this bill. This bill will not apply to students in kindergarten through fourth grade.

Public Chapter 272 includes new requirements for coaches and the safety of student athletes. In particular, coaches must now adhere to locally developed codes of conduct. Additionally, beginning with the 2022-2023 school year, coaches are required to receive training on severe weather and other safety protocols. The GMSD School Health Supervisor has developed a procedure for the required training.

14. GMSD SS 6.202: Home Schools

Rationale: This revision adds the HiSet as a required possible level of education a parent may have to conduct Home School. Previously a high school diploma or GED were the only requirements.

15. GMSD SS 6.319: Alternative Discipline Program

Rationale: This policy is revised to reflect that the Superintendent/designee is not required to assign a student who has been suspended for more than ten (10) days or expelled to the alternative school, if the offense for which the student was suspended or expelled was due to an act of violence or threatened the safety of persons attending or assigned to the student's school. It also outlines the requirements for the Alternative School Program.

16. GMSD SS 6.200: Attendance, Pregnancy, Truancy

Rationale: Present law requires directors of schools or attendance supervisors to devise and recommend, and LEAs to adopt, a three-tiered progressive truancy intervention plan for students who violate compulsory attendance requirements prior to the filing of a truancy petition or a criminal prosecution for educational neglect. Public Chapter 223 now refers to the plan as the "progressive truancy plan" instead of "progressive truancy intervention plan". This bill also specifies that the first tier of the progressive truancy plan will be applicable to all enrolled students and the second and third tier of the truancy plan will be required for students who have accumulated a minimum of five days of unexcused absences. This bill changes the requirements for the first two tiers of the progressive truancy plan. This bill does not change the requirements for tier three.

17. GMSD Policy 4.401: Textbooks

Rationale: Several recent changes to state law impact the materials and content that can be included in classroom instruction. To be compliant with the new standards, we recommend updating the current Textbooks policy to provide guidance on allowable Instructional Materials based on Public Chapter 493 – Section 51(a-c) and T.C.A. 49-6-2206.

18. GMSD Policy 4.605: Graduation Requirements

Rationale: The number of credits required to graduate early under the *Move On When Ready Act* has been reduced from eighteen to seventeen under Public Chapter 493, Section 34.

19. GMSD Policy 4.700: Testing Programs

Rationale:

- Based on existing High School Policy 2.103 and Middle School Policy 2.102 from Public Chapter 49-1-617, remove the portion that suspends the TCAP assessments from counting in student’s grade since the suspension was only permitted for the 2020-21 school year.
- Districts must now provide students with information on available career and technical education opportunities after aptitude assessment are administered. Based on Public Chapter 271 signed in April of 2021 to amend T.C.A. 49-11-110(b): the phrase “*is encouraged to begin*” is replaced with “*shall begin preparing students in middle school grades for a career and technical education (CTE) pathway by introducing students to career exploration opportunities that allow students to explore a wide variety of high-skill, high-wage, or in-demand career fields.*” Additionally, T.C.A. 49-6-412(b) was amended by adding: “(3) Upon administering a career aptitude assessment to students in grade seven (7) or grade eight (8), an LEA shall provide the students with information on career and technical education opportunities offered by the LEA in which the student is eligible to participate.”
GMSD middle schools will administer a career assessment and utilize the results as stated in the updated policy.

Department of Board of Education

20. GMSD Policy 1.204 Board Member Development Opportunities

Rationale: These new requirements in this amendment are set forth in State Board Rules. Although they are not REQUIRED to be included in an LEA's policy manual, the attendance IS required, so as to make sure Board members are aware of this and the public knows the trainings they are required to attend

21. 4.205 Temporary Instructional Policy for Students Testing Positive for COVID-19 or Possible Exposure to COVID-19

- Due to the new State Board Permissive Rule dated July 1, 2021



Germantown Municipal School District Budget Amendment

Fiscal Year: 2021 - 2022

Amendment # 5

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-71100-369 - REG INSTR	Contracts for Substitute Teachers - Certified			24,254	24,254
142-71200-369 - SPED	Contracts for Substitute Teachers - Certified			18,000	18,000
142-71200-429	Instructional Supplies & Materials			25,000	25,000
142-72120-312 - HEALTH	Contracts w/ Private Agencies			19,000	19,000
142-72120-399	Other Contracted Services			21,303	21,303
142-72120-524	In-Service/Staff Development	-	-	53,988	53,988
142-72120-599	Other Charges			42,902	42,902
142-47301	Revenues - ESSER 1.0 - Cares Act	-	-	204,447	204,447

REASON FOR AMENDMENT:

To appropriate funds for the ESSER 1.0 - program 931.

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

GMSD Board Chair Date

GMSD Superintendent Date



Germantown Municipal School District Budget Amendment

Fiscal Year: 2021 - 2022

Amendment # 6

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-76100-706	Building Construction			4,643,120	4,643,120
142-47307	Revenues - ESSER 2.0 - Cares Act	-	-	4,643,120	4,643,120

REASON FOR AMENDMENT:

To appropriate funds for the ESSER 2.0 - program 933.

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

GMSD Board Chair Date

GMSD Superintendent Date



Germantown Municipal School District Budget Amendment

Fiscal Year: 2021 - 2022

Amendment # 7

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-71100-189 - REG INSTR	Other Salaries & Wages			7,000	7,000
142-71100-201	Social Security			434	434
142-71100-204	TCRS			721	721
142-71100-212	Medicare			102	102
142-71100-499	Other Supplies & Materials			1,000	1,000
142-71100-599	Other Charges			3,000	3,000
142-72210-195 - REG INSTR SUPPT	Certified Sub Teachers			600	600
142-72210-524	In-Service/Staff Development			2,143	2,143
142-47310	Revenues - Civics Seal Grant			15,000	15,000

REASON FOR AMENDMENT:

To appropriate funds for the Civics Seal Grant - program 951.

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

 GMSD Board Chair Date

 GMSD Superintendent Date



Germantown Municipal School District Budget Amendment

Fiscal Year: 2021 - 2022

Amendment # 8

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
177-91300-706	Building Construction - HHS Softball	-	-	1,737,125	1,737,125
177-39000	Reserves	-	-	1,737,125	1,737,125

REASON FOR AMENDMENT:

To appropriate capital project fund reserves at 06.30.21 for HHS Softball project.

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

_____ Date

_____ Date

Germantown Municipal School District

School Fees - Requested Student Fees

2021-22 School Year

08.24.21

REQUESTED STUDENT FEES - Fees for a class/course which are part of a grade and/or credit course					
School	REQUESTED Fees	Purpose	Course	Requester	Notes
Dogwood Elementary	\$35.00	ALEKS Math Program 3-5	Math 3-5	Williams/Teel	Voluntary Enrichment Program
Dogwood Elementary	\$20.00	Instructional Fee	School Wide	Woody	Consumable materials/computer programs/novels/AR
Dogwood Elementary	\$100.00	Orchestra Fee	5th	Smith	1 shirt, Method Books, NAFME Dues, miscellaneous supplies
Dogwood Elementary	\$100.00	Kindergarten Camp	K	Woody	1 week Camp for incoming Kindergarten students
Farmington Elementary	\$100.00	Orchestra Fee	5th	Short	1 shirt, Method Books, NAFME Dues, miscellaneous supplies
Farmington Elementary	\$50.00	Perennial Math	3-5 selected students	Harlan	Competition entry fees, materials, t-shirts
Farmington Elementary	\$10.00	Art	School Wide	Brasfield	Materials and supplies
Forest Hill Elementary	\$35.00	ALEKS	Gifted Program	Grow	Advanced Math Practice
GOAL	\$6.00	National Spanish Exam	Spanish Honors	Fisher	National Spanish Exam
GOAL	\$20.00	PSAT	PSAT	Fisher	Cost of test and processing fee
Houston High	\$40.00	Advanced Film & Video	AdvFilm&Video	Hamilton	Batteries, CDs, memory sticks
Houston High	\$40.00	Film & Video 2	Film & Video 2	Hamilton	Materials and supplies
Houston High	\$50.00	Course Fee	All Students	All courses	Laptop insurance for 1:1 initiative
Houston High	\$97.00	Course Fee	All AP Courses	Varies	AP Registration/Exam
Houston High	\$35.00	Course Fee	Anat&Phys	M Smith	Lab fees
Houston High	\$35.00	Course Fee	Hon A & P	M Smith	Lab Fees
Houston High	\$35.00	Course Fee	AP Bio	Wakefield	Lab fees
Houston High	\$15.00	Course Fee	Art 1	Spillman	Materials and supplies
Houston High	\$10.00	Course Fee	Art 1 Honors	Schulter	Materials and supplies
Houston High	\$112.00	Course Fee	Art 1 Honors	Schulter	Art kits
Houston High	\$20.00	Course Fee	Art 2 Honors	Schulter	Materials and supplies
Houston High	\$135.00	Course Fee	Art 2 Honors	Schulter	Art kits
Houston High	\$25.00	Course Fee	Art 2	Schulter	Materials and supplies
Houston High	\$30.00	Course Fee	AP Art	Spillman	Materials and supplies
Houston High	\$150.00	Course Fee	Band	Taylor	Uniforms, instruments, repairs instruction, transportation, music, color guard, percussion
Houston High	\$35.00	Course Fee	Bio2 DE	Poole	Lab fees
Houston High	\$60.00	Course Fee	Diagnostic Med	Mullings	Lab fees, trip fees
Houston High	\$60.00	Course Fee	Health Sci Ed	Mullings	Lab fees, trip fees, scrubs, lab coats

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Houston High	\$20.00	Course Fee	Human Studies	Boggan	Sewing, cooking supplies, egg babies, activities
Houston High	\$6.00	Course Fee	Latin	Purcell/Simone	National Latin Exam fees
Houston High	\$40.00	Course Fee	Life Skills Lab	TBD	Supplies, activities, and materials
Houston High	\$15.00	Course Fee	Lifespan Development	Boggan	Supplies, activities, Baby maintenance
Houston High	\$25.00	Course Fee	Mechatronics I	Houston	Supplies and materials
Houston High	\$25.00	Course Fee	Mechatronics II	Houston	Supplies and materials
Houston High	\$60.00	Course Fee	Medical Assisting	Mullings	Medical supplies
Houston High	\$60.00	Course Fee	Medical Therapeutics	Mullings	Lab fees and medical supplies
Houston High	\$50.00	Course Fee	Nutrition	Snellenberger	Supplies and materials
Houston High	\$200.00	Course Fee	Orchestra	Kang	Concert uniforms, tshirts, membership fees, music, instrument repairs, travel expenses
Houston High	\$60.00	Course Fee	Rehabilitation Therapy	Rothenberger	Lab fees and medical supplies
Houston High	\$35.00	Course Fee	Robotics	Phillips	Team registration, competitive events, parts/materials
Houston High	\$35.00	Course Fee	STEM 1	Phillips	Supplies and equipment
Houston High	\$35.00	Course Fee	STEM 2	Phillips	Supplies and equipment
Houston High	\$35.00	Course Fee	STEM 3	Phillips	Supplies and equipment
Houston High	\$35.00	Course Fee	STEM 4	Phillips	Supplies and equipment
Houston High	\$145.00	Course Fee	AP Capstone	Robinson	AP Registration/Exam
Houston High	TBD	Course Fee	Indoor Color Guard - A	M. Taylor	Uniforms, instruments, repairs, music, transportation
Houston High	TBD	Course Fee	Indoor Color Guard - B	M. Taylor	Uniforms, instruments, repairs, music, transportation
Houston High	TBD	Course Fee	Indoor Drumline	M. Taylor	Uniforms, instruments, repairs, music, transportation
Houston High	\$40.00	Film & Video	Film & Video	Hamilton	Batteries, CDs, memory sticks
Houston High	\$8.00	Foreign Language Fair	German Honors	Penrod	Foreign Language Fair fees
Houston High	\$8.00	Foreign Language Fair	French classes	Johnson	Foreign Language Fair
Houston High	\$4.00	French National Contest	French Honors	Johnson	French National Contest
Houston High	\$6.00	National German Exam	German Honors	Penrod	National German Exam fees
Houston High	\$6.00	National Spanish Exam	Spanish Honors	Purcell/Ferryman	National Spanish Exam
Houston High	\$20.00	PSAT	PSAT	Ross	Cost of test and processing fee
Houston Middle	\$30.00	1:1 Blended Learning	All students	GMSD	iPad insurance for 1:1 initiative
Houston Middle	\$50.00	Art Fee	Art	Higginbotham	Art Kit supplies
Houston Middle	\$20.00	Graphic Art Fee	Art	Wroblewski	Premium card stock, mat boards, colored ink, ipad apps, general art supplies

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Houston Middle	\$50.00	Band Fee	Band	Nesvick	WTSBOA fees, NAIME fee, instrumental material, instrument maintenance, tshirt
Houston Middle	\$20.00	Choir Fee	Choir	Moses	Shirt, sheet music, audition, accompanist, professional organization dues
Houston Middle	\$150.00	Orchestra Fee	Orchestra	Smith	Mbrshp Fees, Venues, instrument maintenance, Registration Fees, Method Books, Sheet Music, Replacement Fees, Shirts, travel costs
Houston Middle	\$30.00	Art Fee	Art	Higginbotham	Art Kit supplies
Houston Middle	\$100.00	Band Fee	Band	Nesvick	WTSBOA fees, NAIME fee, instrumental material, instrument maintenance,
Houston Middle	\$40.00	Choir Fee	Choir	Moses	Shirt, sheet music, audition, accompanist, professional organization
Riverdale Elementary	\$30.00	1:1 Blended Learning	All 7th & 8th grade	GMSD	iPad insurance for 1:1 initiative
Riverdale Elementary	\$20.00	Art Supplies/Clay	6th-8th	Sammons	Art Supplies for advanced art students
Riverdale Elementary	\$100.00	Orchestra Fee	5th	Short	field trips, NAFME membership dues, and miscellaneous supplies.
Riverdale Elementary	\$100.00	Orchestra Fee	6th-8th	Short	This fee covers their 2 shirts, method book, buses for concert festival and field trips, NAFME membership dues, and miscellaneous supplies.
Riverdale Elementary	\$50.00	Choir Fee	6th-8th	Caudle	Music/Supplies/T-shirt
Riverdale Elementary	\$150.00	Band Fee	6th-8th	Woodring	Music/Supplies/T-shirt
Riverdale Elementary	\$20.00	PE Uniform	5th-8th	Thompson	Required PE uniform for all 5th-8th grade students
Riverdale Elementary	\$50.00	1:1 Blended Learning-8th graders	8th	GMSD	Laptop insurance for 1:1 initiative

Germantown Municipal School District
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ACTIVITY COSTS - Costs for activities which occur outside the regular school day and are not part of a credited course

School	ACTIVITY COSTS	Purpose	Club/Athletic Team/Booster Club	Sponsor/Coach	Notes
Dogwood Elementary	\$20.00	Supplies	Student Ambassadors	Fitchpatric	T-shirts, meeting refreshments, parties
Dogwood Elementary	\$40.00	Supplies	Safety Patrol	Martin/Guntharp	Belts, badges, award Pins, t-shirt, supplies & food for two parties (Fall & Spring), end of the year awards, patrol flags
Dogwood Elementary	\$100.00	Registration and Supplies	Cross Country	Fredrick	MYA fee, banquet, uniform, incentives, awards, and some meet fees
Dogwood Elementary	\$25.00	Supplies	Choir	Smith	Shirt, music, supplies
Dogwood Elementary	\$25.00	Supplies	Steel Drum Group	Smith	Shirt, music, supplies
Dogwood Elementary	\$45.00	Registration and Supplies	Math Club	Teel	Competition, t-shirt
Farmington Elementary	\$150.00	Costumes, uniforms, operations	Falcon Footlights (play)	Lowry	Participants will be asked to sell at least one advertisement
Farmington Elementary	\$150.00	Materials	FES 5K club	Deaton	Entrance into races and materials - uniforms, warm ups, water bottles, etc.
Forest Hill Elementary	\$25.00	Supplies	Choir	Simons	Shirts and Materials
Forest Hill Elementary	\$25.00	Supplies	Farmington Farmers	House	Gardening supplies and plants
Forest Hill Elementary	\$15.00	Supplies	Composting Club	Sullivan	Supplies to build compost bins
Forest Hill Elementary	\$25.00	Registrations and Jersey	FHES Running	Wood	Registrations and jerseys
Forest Hill Elementary	\$15.00	Supplies	Art Club	Kougher	Art materials for projects
GOAL	\$20.00	Annual Dues	Video Game Club	Fisher	Materials and supplies
Houston High	\$400.00	Annual Dues	Basketball Boys - Varsity	Miller/Becker	Travel, equipment, supplies, miscellaneous
Houston High	\$400.00	Annual Dues	Basketball Boys - JV	Miller/Becker	Travel, equipment, supplies, miscellaneous
Houston High	\$250.00	Annual Dues	Basketball Girls	Condra	Travel, equipment, supplies, miscellaneous, officials
Houston High	\$160.00	Annual Dues	Bowling Boys	Quinn	Uniforms, entry fees, team gear, miscellaneous
Houston High	\$160.00	Annual Dues	Bowling Girls	Quinn	Uniforms, entry fees, team gear, miscellaneous
Houston High	\$125.00	Annual Dues	Cross Country Boys	M. Thomas	Team gear, greens fees
Houston High	\$125.00	Annual Dues	Cross Country Girls	M. Thomas	Team gear, greens fees
Houston High	\$200.00	Annual Dues	Football	J. Thomas	Travel, equipment, supplies, miscellaneous, officials
Houston High	\$485.00	Annual Dues	Golf Boys	Bell	Travel, equipment, supplies, gear, miscellaneous
Houston High	\$485.00	Annual Dues	Golf Girls	Bell	Travel, equipment, supplies, gear, miscellaneous
Houston High	TBD	Annual Dues	Lacrosse	Boyer	
Houston High	\$850.00	Annual Dues	Soccer Girls	Wolff	Uniforms, entry fees, team gear, miscellaneous
Houston High	TBD	Annual Dues	Swimming	TBD	
Houston High	\$250.00	Annual Dues	Volleyball	Pendleton	Uniforms, entry fees, team gear, miscellaneous
Houston High	\$425.00	Annual Dues	Wrestling	B. McCarter	Entry fees, TSSAA weight management fees, travel, uniforms, miscellaneous
Houston High	\$2,500.00	Annual Dues Cheer	Cheer	Nobert	Tumbling, uniforms, entry fees, instruction, travel, competition fees
Houston High	\$5,000.00	Annual Dues Pom	Pom	H. Thomas	Uniforms, entry fees, instruction, travel, competition fees
Houston High	\$15.00 (underclass); \$20.00 (seniors)	Club Dues 30+	30 and Above	Kinney/Kreitz	Tees, zoo trip, graduation cords

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Houston High	\$20.00	Club Dues Art Honors	Art Honor Society	Schulter	Dues, activities, supplies, materials
Houston High	\$25.00	Club Dues Badminton	Badminton Club	Minton	Tees, equipment, and supplies
Houston High	\$500.00	Club Basketball Cheer	Basketball Cheer	Holden	Uniforms and instruction
Houston High	\$10.00	Club Dues Beautifully Unique	Beautifully Unique	Fisher	Tees & Activities
Houston High	\$25.00	Club Dues Best Buddies	Best Buddies	Clarke	Membership fees
Houston High	\$10.00	Club Dues Book	Book Club	Wilder/Underwood	Activities, materials
Houston High	\$50.00	Club Dues Cyber	Cyber Patriot	Wartenberg	Registration fees, competitions, competition expenses
Houston High	\$25.00	Club Dues Debate	Debate	McKinney	Membership fees
Houston High	\$25.00	Club Dues DECA	DECA	Boyer	Membership dues
Houston High	\$20.00	Club Dues DECA	DECA	Boyer	Regional competition
Houston High	125.00 (plus hotel costs)	Club Dues DECA	DECA	Boyer	State competition
Houston High	\$75.00	Club Dues Esports	Electronic Sports	McKinney	Unlimited pass, shirts/jerseys, masks, or equipment
Houston High	\$30.00	Club Dues FBLA	FBLA	TBD	Local, state competitions
Houston High	\$15.00	Club Dues FCA	FCA	Perry	Tees, materials, activities
Houston High	\$30.00	Club Dues FCCLA	FCCLA	DavisA/Boggan/Snellenberger	Local and national dues, tees
Houston High	\$30.00	Club Dues FFA	FFA	Rose	Membership, dues
Houston High	\$25.00	Club Dues French	French Club	Johnson	Tees, supplies
Houston High	\$30.00	Club Dues Horizons	Horizons	H. Thomas	Tees, field day
Houston High	\$35.00	Club Dues HOSA	HOSA	Mullings	National & state membership dues, tees
Houston High	\$350.00	Club Dues HOSA	HOSA	Mullings	Travel expenses - State competition
Houston High	\$850.00	Club Dues HOSA	HOSA	Mullings	Travel expenses - National competition
Houston High	\$20.00	Club Dues International	International	Penrod	Tees, consumables, gift cards, Extravaganza, Project Grad
Houston High	\$40.00	Club Dues Key	Key Club	Norwood	Fees, activities, materials
Houston High	\$25.00	Club Dues Latin	Latin Club	Simone	Dues, National Latin Exam
Houston High	\$10.00	Club Dues Latin Honor	National Latin Honor Society	Simone	Supplies, honor cords
Houston High	\$0.00	Club Dues Mentors	Houston Mustang Mentors	Fisher	Tees, activities
Houston High	\$0.00	Club Dues Model UN	Model UN	Brock	Conference fees
Houston High	\$20.00	Club Dues MUT	Mu Alpha Theta	Bansal	Membership, honor cords
Houston High	\$50.00	Club Dues NHS	Nat'l Honor Society	Berry/Seboldt	Membership, honor cords, tees
Houston High	\$200.00	Club Dues Plays	Plays (Fall Play)	Christie	Royalties, scenic design, costumes, scripts and professionals
Houston High	\$200.00	Club Dues Plays	Plays (Spring Musical)	Christie	Royalties, scenic design, costumes, scripts and professionals
Houston High	\$40.00	Club Dues Pony Express	School Newspaper	Becker	Annual subscription cost for the newspaper website
Houston High	\$20.00	Club Dues RAK	RAK	TBD	Monies used to randomly help people
Houston High	\$25.00	Club Dues RK	Rho Kappa	Robinson	Honor cords, lecture series
Houston High	\$20.00	Club Dues SADD	SADD	Fisher	Tees, activities, materials
Houston High	\$20.00	Club Dues SGA	SGA	Spain	Activities, supplies, materials
Houston High	\$25.00	Club Dues SJCRH	St. Jude Club	M.Thomas	Tees, activities, service project supplies
Houston High	\$20.00	Club Dues Skills	Computer Skills USA	Juneau/Uhiren/Houston	Activities, supplies, competitions
Houston High	\$35.00	Club Dues Spanish	Spanish Club	Riley	Membership, fees, activities & materials
Houston High	\$20.00	Club Dues Spanish Honor	Spanish Honor Society	Ferryman	National dues, induction expenses, Quia, supplies
Houston High	\$20.00	Club Dues Spanish Honor	Spanish Honor Society	Ferryman	Honor cords
Houston High	\$20.00	Club Dues Student Impact	Student Impact	TBD	Dues, donations, tees

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Houston High	\$1,000.00	Club Dues Trap	Trap	Stevens	Full membership, practice materials, competitions
Houston High	\$100.00	Club Dues TSA	TSA	Phillips	State and national dues/fees; competitions
Houston High	\$100.00	Club Dues VEX	VEX	Ducey	National fees and competitions
Houston High	\$20.00	Club Fees Environmental	Environmental	Stephenson	Activities, supplies
Houston High	\$10.00	Club Fees	Folk Dancing	Penrod	Folk Dance Outfits
Houston High	\$25.00	Club Fees German	German Club	Penrod	Tees, gift cards, consumables, folk dance outfits
Houston High	\$20.00	Club Fees Knowledge Bowl	Knowledge Bowl	Poole/Kennon	Competition fees, tees
Houston High	\$15.00	Club Fees Science	Science Club	TBD	Activities, materials
Houston High	\$95.00	Course Fee	1st & 2nd 4-hour DE course	Varied/Akey	University tuition
Houston High	\$98.00	Course Fee	3rd 3-hour DE course	Varied/Akey	University tuition
Houston High	\$195.00	Course Fee	3rd 4-hour DE course	Varied/Akey	University tuition
Houston High	\$298.00	Course Fee	4th 3-hour DE course	Varied/Akey	University tuition
Houston High	\$364.00	Course Fee	4th+ 4-hour DE course	Varied/Akey	University tuition
Houston High	\$198.00	Course Fee	5th+ 3-hour DE course	Varied/Akey	University tuition
Houston High	TBD	Graduation Fee	12th Grade Students	Taylor	Costs associated with graduation
Houston High	\$20.00	Knowledge Bowl Fee	Knowledge Bowl	Poole	Competition fees
Houston High	\$5.00	Latin Fall Festivus	Latin Club	Simone	Latin Fall Festivus
Houston High	\$8.00	U of M Language Fair	Latin	Simone	Entry fee
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Classical Etymology Exam fees
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Classical Civilization Exam fees
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Latin Vocabulary Exam fees
Houston High	\$5.00	Optional Exam	Mythology	Purcell/Simone	National Mythology Exam fees
Houston High	\$3.00	Optional Exam	Translation	Purcell/Simone	CAMWS Translation Contest fees
Houston High	\$25.00	Lit Mag Fee	Literary Magazine	Garrison	Materials for magazine/final product
Houston High	\$5.00	Locker Fee	Students Using Lockers	Suchman	Locker rental
Houston High	\$50.00	Membership, honor cords	National Technical Honor Society	DavisA	National membership, induction services
Houston High	\$50.00	Parking Fee	Students Parking on Campus	P. Ross	Parking pass
Houston High	\$200.00	TJCL Latin Convention	Latin Club	Simone	TJCL Convention fees
Houston High	\$50.00	Annual Dues	Choir	Moline	Women's Choir and Concert Choir
Houston High	\$50.00	Annual Dues	Choir	Moline	Fifth Measure and Dolce Bella
Houston High	\$250.00	Annual Dues	Boys Track	M. Thomas	Field maintenance, uniforms, equipment, officials
Houston High	\$250.00	Annual Dues	Girls Track	M. Thomas	Field maintenance, uniforms, equipment, officials
Houston High	\$350.00	Annual Dues	Boys Tennis	Benzing	Field maintenance, uniforms, equipment, officials
Houston High	\$350.00	Annual Dues	Girls Tennis	Benzing	Field maintenance, uniforms, equipment, officials
Houston High	TBD	Annual Dues	Baseball	McCarter	Field maintenance, uniforms, equipment, officials
Houston High	TBD	Annual Dues	Softball	C. Gibbs	Field maintenance, uniforms, equipment, officials
Houston High	TBD	Annual Dues	Boys Soccer	Wolff	Field maintenance, uniforms, equipment, officials
Houston Middle	\$25.00	Artfully	Club	Higginbotham	Club shirt, art materials, meeting snacks
Houston Middle	\$250.00	Basketball Girls Varsity	Athletic Team	Weaver	Apparel package, assistant coach fee, equipment, referees
Houston Middle	\$175.00	Basketball Girls JV	Athletic Team	Weaver	Apparel package, assistant coach fee, equipment, referees
Houston Middle	\$200.00	Basketball - Boys	Athletic Team	Cook	Apparel package, assistant coach fee, equipment, referees
Houston Middle	\$500.00	Volleyball	Club	Pendleton	uniform, refs, schedule fee, tournament fee, equipment, practice apparel, equipment, coaching fee, course fee

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Houston Middle	\$140.00	Soccer	Club	Plaisance	uniforms, refs, program fees
Houston Middle	\$15.00	Battle of the Books	Club	Squires	Annual fee
Houston Middle	\$20.00	Best Buddies	Club	Turner	Club shirt, game supplies
Houston Middle	\$25.00	Beta	Club	Kemp	Annual fee
Houston Middle	\$3,825.00	Cheer	Athletic Team	Spurlock	Coaching fee, sponsor fee, camps, Pride tumbling, practice clothes, uniforms, bag, travel, Nationals airfare and Land Package
Houston Middle	\$50.00	Math Counts	Club	Pratt	Competition fees
Houston Middle	\$20.00	NJHS	Club	Howell	Chapter dues, club shirt, reception supplies
Houston Middle	\$3,370.56	Pom	Booster Club	Lee	Coaching fee, sponsor fee, camps, choreography, competition registration, Nationals, sub, dance camp, equipment, team morale happies, music, hospitality room, yearbook ads
Houston Middle	\$62.12	Girls Soccer	Athletic Team	Percoski	Refs
Houston Middle	\$150.00	Cross Country	Athletic Team	Wexler	Reg. Fees/Travel/Uniforms/Awards/Banquet/Training/Stipend
Houston Middle	\$20.00	Language Club	Club	P.Latvatalo	T Shirt, arts and crafts supplies
Houston Middle	\$30.00	Science Olympiad	Club	S.Jordan	Registration for competition
Riverdale Elementary	\$4,000.00	Cheer	Booster Club	Woolfolk	Coaching fee, sponsor fee, camps, Pride tumbling, practice clothes, uniforms, bag, travel, Nationals airfare and Land Package
Riverdale Elementary	\$20.00	Dues	NJHS	Young	Annual Dues-certificates/pins
Riverdale Elementary	\$15.00	Dues	Beta Club	Harbin	Dues
Riverdale Elementary	\$20.00	Fee	Kids Care	Padgett	T-shirt/supplies/pizza party
Riverdale Elementary	\$75.00	Fee	Riverdale Theatre	Moss	Participation fee for Spring Musical to help cover expenses
Riverdale Elementary	\$150.00	JV Basketball	6th/7th	Freeman	League Fees, shirt, awards/party
Riverdale Elementary	\$276.00	Girls Basketball	6-8th	Owsley	Warm up shirt, warmup pants/jacket, shoes, socks, and athletic bag
Riverdale Elementary	\$15.00	Glee Club	1-5th	Caudle	Shirt, decorations for show
Riverdale Elementary	\$100.00	Raider Theater	1-8th	Moss/Stevens	T-shirt, costumes, set, material
Riverdale Elementary	\$20.00	Production Club	5-8th	Moss/Stevens	T-shirt, materials
Riverdale Elementary	\$5.00	Riverdale Rocks	3-5th	Sutton	Paint, supplies
Riverdale Elementary	\$15.00	Intramural Club	4-6th	Huggins	Shirt, supplies
Riverdale Elementary	\$80.00	Cross Country	3-8th	Faught	MYA fees and supplies
Riverdale Elementary	\$75.00	Track	3-8th	Dodge	MYA fees, jersey
Riverdale Elementary	\$6.00	Junior Honors Academy	8th	Ward/Ponder	Optional shirt
Riverdale Elementary	\$25.00	Ambassadors	8th	Fisher	2 shirts
Riverdale Elementary	\$3.00	Pay It Forward Club	6-7th	Dodson/Curtis/Edens	Supplies, end of year party
Riverdale Elementary	\$140.00	Honors Choir	6-8th	Caudle	Shirt, music, festivals, busses, attire rental (trip is separate)
Riverdale Elementary	\$10.00	Girls Club	3-5th	Greenberg	Art supplies, snacks
Riverdale Elementary	\$255.00	Swim Team	6-8th	Fristick	League Fees, shirt, cap, t-shirt, Germantown Athletic Club use
Riverdale Elementary	\$255.00	Soccer	6-8th	Lawton	Equipment, uniforms and fees
Riverdale Elementary	\$220.00	Golf	6-8th	Young/Byrd	Equipment, uniforms and fees
Riverdale Elementary	\$500.00	Volleyball A/B teams	6th-8th	Carlyle	Equipment, uniforms and fees
Riverdale Elementary	\$300.00	Volleyball Blue and Gray Team	6th-8th	Carlyle	Equipment, uniforms and fees

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Riverdale Elementary	\$85.00	Tennis	6th-8th	Darder	Uniforms and fees
Riverdale Elementary	\$950.00	Trap	6th-8th	Edens	Equipment, uniforms and fees

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REQUESTED STUDENT FEES - Fees for a class/course which are part of a grade and/or credit course					
School	REQUESTED Fees	Purpose	Course	Requester	Notes
Dogwood Elementary	\$35.00	ALEKS Math Program 3-5	Math 3-5	Williams/Teel	Voluntary Enrichment Program
Dogwood Elementary	\$20.00	Instructional Fee	School Wide	Woody	Consumable materials/computer programs/novels/AR
Dogwood Elementary	\$100.00	Orchestra Fee	5th	Smith	1 shirt, Method Books, NAFME Dues, miscellaneous supplies
Dogwood Elementary	\$100.00	Kindergarten Camp	K	Woody	1 week Camp for incoming Kindergarten students
Farmington Elementary	\$100.00	Orchestra Fee	5th	Short	1 shirt, Method Books, NAFME Dues, miscellaneous supplies
Farmington Elementary	\$50.00	Perennial Math	3-5 selected students	Harlan	Competition entry fees, materials, t-shirts
Farmington Elementary	\$10.00	Art	School Wide	Brasfield	Materials and supplies
Forest Hill Elementary	\$35.00	ALEKS	Gifted Program	Grow	Advanced Math Practice
GOAL	\$6.00	National Spanish Exam	Spanish Honors	Fisher	National Spanish Exam
GOAL	\$20.00	PSAT	PSAT	Fisher	Cost of test and processing fee
Houston High	\$40.00	Advanced Film & Video	AdvFilm&Video	Hamilton	Batteries, CDs, memory sticks
Houston High	\$40.00	Film & Video 2	Film & Video 2	Hamilton	Materials and supplies
Houston High	\$50.00	Course Fee	All Students	All courses	Laptop insurance for 1:1 initiative
Houston High	\$97.00	Course Fee	All AP Courses	Varies	AP Registration/Exam
Houston High	\$35.00	Course Fee	Anat&Phys	M Smith	Lab fees
Houston High	\$35.00	Course Fee	Hon A & P	M Smith	Lab Fees
Houston High	\$35.00	Course Fee	AP Bio	Wakefield	Lab fees
Houston High	\$15.00	Course Fee	Art 1	Spillman	Materials and supplies
Houston High	\$10.00	Course Fee	Art 1 Honors	Schulter	Materials and supplies
Houston High	\$112.00	Course Fee	Art 1 Honors	Schulter	Art kits
Houston High	\$20.00	Course Fee	Art 2 Honors	Schulter	Materials and supplies
Houston High	\$135.00	Course Fee	Art 2 Honors	Schulter	Art kits
Houston High	\$25.00	Course Fee	Art 2	Schulter	Materials and supplies
Houston High	\$30.00	Course Fee	AP Art	Spillman	Materials and supplies
Houston High	\$150.00	Course Fee	Band	Taylor	Uniforms, instruments, repairs instruction, transportation, music, color guard, percussion
Houston High	\$35.00	Course Fee	Bio2 DE	Poole	Lab fees
Houston High	\$60.00	Course Fee	Diagnostic Med	Mullings	Lab fees, trip fees
Houston High	\$60.00	Course Fee	Health Sci Ed	Mullings	Lab fees, trip fees, scrubs, lab coats

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Houston High	\$20.00	Course Fee	Human Studies	Boggan	Sewing, cooking supplies, egg babies, activities
Houston High	\$6.00	Course Fee	Latin	Purcell/Simone	National Latin Exam fees
Houston High	\$40.00	Course Fee	Life Skills Lab	TBD	Supplies, activities, and materials
Houston High	\$15.00	Course Fee	Lifespan Development	Boggan	Supplies, activities, Baby maintenance
Houston High	\$25.00	Course Fee	Mechatronics I	Houston	Supplies and materials
Houston High	\$25.00	Course Fee	Mechatronics II	Houston	Supplies and materials
Houston High	\$60.00	Course Fee	Medical Assisting	Mullings	Medical supplies
Houston High	\$60.00	Course Fee	Medical Therapeutics	Mullings	Lab fees and medical supplies
Houston High	\$50.00	Course Fee	Nutrition	Snellenberger	Supplies and materials
Houston High	\$200.00	Course Fee	Orchestra	Kang	Concert uniforms, tshirts, membership fees, music, instrument repairs, travel expenses
Houston High	\$60.00	Course Fee	Rehabilitation Therapy	Rothenberger	Lab fees and medical supplies
Houston High	\$35.00	Course Fee	Robotics	Phillips	Team registration, competitive events, parts/materials
Houston High	\$35.00	Course Fee	STEM 1	Phillips	Supplies and equipment
Houston High	\$35.00	Course Fee	STEM 2	Phillips	Supplies and equipment
Houston High	\$35.00	Course Fee	STEM 3	Phillips	Supplies and equipment
Houston High	\$35.00	Course Fee	STEM 4	Phillips	Supplies and equipment
Houston High	\$145.00	Course Fee	AP Capstone	Robinson	AP Registration/Exam
Houston High	TBD	Course Fee	Indoor Color Guard - A	M. Taylor	Uniforms, instruments, repairs, music, transportation
Houston High	TBD	Course Fee	Indoor Color Guard - B	M. Taylor	Uniforms, instruments, repairs, music, transportation
Houston High	TBD	Course Fee	Indoor Drumline	M. Taylor	Uniforms, instruments, repairs, music, transportation
Houston High	\$40.00	Film & Video	Film & Video	Hamilton	Batteries, CDs, memory sticks
Houston High	\$8.00	Foreign Language Fair	German Honors	Penrod	Foreign Language Fair fees
Houston High	\$8.00	Foreign Language Fair	French classes	Johnson	Foreign Language Fair
Houston High	\$4.00	French National Contest	French Honors	Johnson	French National Contest
Houston High	\$6.00	National German Exam	German Honors	Penrod	National German Exam fees
Houston High	\$6.00	National Spanish Exam	Spanish Honors	Purcell/Ferryman	National Spanish Exam
Houston High	\$20.00	PSAT	PSAT	Ross	Cost of test and processing fee
Houston Middle	\$30.00	1:1 Blended Learning	All students	GMSD	iPad insurance for 1:1 initiative
Houston Middle	\$50.00	Art Fee	Art	Higginbotham	Art Kit supplies
Houston Middle	\$20.00	Graphic Art Fee	Art	Wroblewski	Premium card stock, mat boards, colored ink, ipad apps, general art supplies

Germantown Municipal School District

School Fees - Requested Student Fees

2021-22 School Year

08.24.21

Houston Middle	\$50.00	Band Fee	Band	Nesvick	WTSBOA fees, NAIME fee, instrumental material, instrument maintenance, tshirt
Houston Middle	\$20.00	Choir Fee	Choir	Moses	Shirt, sheet music, audition, accompanist, professional organization dues
Houston Middle	\$150.00	Orchestra Fee	Orchestra	Smith	Mbrshp Fees, Venues, instrument maintenance, Registration Fees, Method Books, Sheet Music, Replacement Fees, Shirts, travel costs
Houston Middle	\$30.00	Art Fee	Art	Higginbotham	Art Kit supplies
Houston Middle	\$100.00	Band Fee	Band	Nesvick	WTSBOA fees, NAIME fee, instrumental material, instrument maintenance,
Houston Middle	\$40.00	Choir Fee	Choir	Moses	Shirt, sheet music, audition, accompanist, professional organization
Riverdale Elementary	\$30.00	1:1 Blended Learning	All 7th & 8th grade	GMSD	iPad insurance for 1:1 initiative
Riverdale Elementary	\$20.00	Art Supplies/Clay	6th-8th	Sammons	Art Supplies for advanced art students
Riverdale Elementary	\$100.00	Orchestra Fee	5th	Short	field trips, NAFME membership dues, and miscellaneous supplies.
Riverdale Elementary	\$100.00	Orchestra Fee	6th-8th	Short	This fee covers their 2 shirts, method book, buses for concert festival and field trips, NAFME membership dues, and miscellaneous supplies.
Riverdale Elementary	\$50.00	Choir Fee	6th-8th	Caudle	Music/Supplies/T-shirt
Riverdale Elementary	\$150.00	Band Fee	6th-8th	Woodring	Music/Supplies/T-shirt
Riverdale Elementary	\$20.00	PE Uniform	5th-8th	Thompson	Required PE uniform for all 5th-8th grade students
Riverdale Elementary	\$50.00	1:1 Blended Learning-8th graders	8th	GMSD	Laptop insurance for 1:1 initiative

Germantown Municipal School District
School Fees - Activity Costs
2021-22 School Year

08.24.21

ACTIVITY COSTS - Costs for activities which occur outside the regular school day and are not part of a credited course

School	ACTIVITY COSTS	Purpose	Club/Athletic Team/Booster Club	Sponsor/Coach	Notes
Dogwood Elementary	\$20.00	Supplies	Student Ambassadors	Fitchpatric	T-shirts, meeting refreshments, parties
Dogwood Elementary	\$40.00	Supplies	Safety Patrol	Martin/Guntharp	Belts, badges, award Pins, t-shirt, supplies & food for two parties (Fall & Spring), end of the year awards, patrol flags
Dogwood Elementary	\$100.00	Registration and Supplies	Cross Country	Fredrick	MYA fee, banquet, uniform, incentives, awards, and some meet fees
Dogwood Elementary	\$25.00	Supplies	Choir	Smith	Shirt, music, supplies
Dogwood Elementary	\$25.00	Supplies	Steel Drum Group	Smith	Shirt, music, supplies
Dogwood Elementary	\$45.00	Registration and Supplies	Math Club	Teel	Competition, t-shirt
Farmington Elementary	\$150.00	Costumes, uniforms, operations	Falcon Footlights (play)	Lowry	Participants will be asked to sell at least one advertisement
Farmington Elementary	\$150.00	Materials	FES 5K club	Deaton	Entrance into races and materials - uniforms, warm ups, water bottles, etc.
Forest Hill Elementary	\$25.00	Supplies	Choir	Simons	Shirts and Materials
Forest Hill Elementary	\$25.00	Supplies	Farmington Farmers	House	Gardening supplies and plants
Forest Hill Elementary	\$15.00	Supplies	Composting Club	Sullivan	Supplies to build compost bins
Forest Hill Elementary	\$25.00	Registrations and Jersey	FHES Running	Wood	Registrations and jerseys
Forest Hill Elementary	\$15.00	Supplies	Art Club	Kougher	Art materials for projects
GOAL	\$20.00	Annual Dues	Video Game Club	Fisher	Materials and supplies
Houston High	\$400.00	Annual Dues	Basketball Boys - Varsity	Miller/Becker	Travel, equipment, supplies, miscellaneous
Houston High	\$400.00	Annual Dues	Basketball Boys - JV	Miller/Becker	Travel, equipment, supplies, miscellaneous
Houston High	\$250.00	Annual Dues	Basketball Girls	Condra	Travel, equipment, supplies, miscellaneous, officials
Houston High	\$160.00	Annual Dues	Bowling Boys	Quinn	Uniforms, entry fees, team gear, miscellaneous
Houston High	\$160.00	Annual Dues	Bowling Girls	Quinn	Uniforms, entry fees, team gear, miscellaneous
Houston High	\$125.00	Annual Dues	Cross Country Boys	M. Thomas	Team gear, greens fees
Houston High	\$125.00	Annual Dues	Cross Country Girls	M. Thomas	Team gear, greens fees
Houston High	\$200.00	Annual Dues	Football	J. Thomas	Travel, equipment, supplies, miscellaneous, officials
Houston High	\$485.00	Annual Dues	Golf Boys	Bell	Travel, equipment, supplies, gear, miscellaneous
Houston High	\$485.00	Annual Dues	Golf Girls	Bell	Travel, equipment, supplies, gear, miscellaneous
Houston High	TBD	Annual Dues	Lacrosse	Boyer	
Houston High	\$850.00	Annual Dues	Soccer Girls	Wolff	Uniforms, entry fees, team gear, miscellaneous
Houston High	TBD	Annual Dues	Swimming	TBD	
Houston High	\$250.00	Annual Dues	Volleyball	Pendleton	Uniforms, entry fees, team gear, miscellaneous
Houston High	\$425.00	Annual Dues	Wrestling	B. McCarter	Entry fees, TSSAA weight management fees, travel, uniforms, miscellaneous
Houston High	\$2,500.00	Annual Dues Cheer	Cheer	Nobert	Tumbling, uniforms, entry fees, instruction, travel, competition fees
Houston High	\$5,000.00	Annual Dues Pom	Pom	H. Thomas	Uniforms, entry fees, instruction, travel, competition fees
Houston High	\$15.00 (underclass); \$20.00 (seniors)	Club Dues 30+	30 and Above	Kinney/Kreitz	Tees, zoo trip, graduation cords

Germantown Municipal School District
School Fees - Activity Costs
2021-22 School Year

08.24.21

Houston High	\$20.00	Club Dues Art Honors	Art Honor Society	Schulter	Dues, activities, supplies, materials
Houston High	\$25.00	Club Dues Badminton	Badminton Club	Minton	Tees, equipment, and supplies
Houston High	\$500.00	Club Basketball Cheer	Basketball Cheer	Holden	Uniforms and instruction
Houston High	\$10.00	Club Dues Beautifully Unique	Beautifully Unique	Fisher	Tees & Activities
Houston High	\$25.00	Club Dues Best Buddies	Best Buddies	Clarke	Membership fees
Houston High	\$10.00	Club Dues Book	Book Club	Wilder/Underwood	Activities, materials
Houston High	\$50.00	Club Dues Cyber	Cyber Patriot	Wartenberg	Registration fees, competitions, competition expenses
Houston High	\$25.00	Club Dues Debate	Debate	McKinney	Membership fees
Houston High	\$25.00	Club Dues DECA	DECA	Boyer	Membership dues
Houston High	\$20.00	Club Dues DECA	DECA	Boyer	Regional competition
Houston High	125.00 (plus hotel costs)	Club Dues DECA	DECA	Boyer	State competition
Houston High	\$75.00	Club Dues Esports	Electronic Sports	McKinney	Unlimited pass, shirts/jerseys, masks, or equipment
Houston High	\$30.00	Club Dues FBLA	FBLA	TBD	Local, state competitions
Houston High	\$15.00	Club Dues FCA	FCA	Perry	Tees, materials, activities
Houston High	\$30.00	Club Dues FCCLA	FCCLA	DavisA/Boggan/Snellenberger	Local and national dues, tees
Houston High	\$30.00	Club Dues FFA	FFA	Rose	Membership, dues
Houston High	\$25.00	Club Dues French	French Club	Johnson	Tees, supplies
Houston High	\$30.00	Club Dues Horizons	Horizons	H. Thomas	Tees, field day
Houston High	\$35.00	Club Dues HOSA	HOSA	Mullings	National & state membership dues, tees
Houston High	\$350.00	Club Dues HOSA	HOSA	Mullings	Travel expenses - State competition
Houston High	\$850.00	Club Dues HOSA	HOSA	Mullings	Travel expenses - National competition
Houston High	\$20.00	Club Dues International	International	Penrod	Tees, consumables, gift cards, Extravaganza, Project Grad
Houston High	\$40.00	Club Dues Key	Key Club	Norwood	Fees, activities, materials
Houston High	\$25.00	Club Dues Latin	Latin Club	Simone	Dues, National Latin Exam
Houston High	\$10.00	Club Dues Latin Honor	National Latin Honor Society	Simone	Supplies, honor cords
Houston High	\$0.00	Club Dues Mentors	Houston Mustang Mentors	Fisher	Tees, activities
Houston High	\$0.00	Club Dues Model UN	Model UN	Brock	Conference fees
Houston High	\$20.00	Club Dues MUT	Mu Alpha Theta	Bansal	Membership, honor cords
Houston High	\$50.00	Club Dues NHS	Nat'l Honor Society	Berry/Seboldt	Membership, honor cords, tees
Houston High	\$200.00	Club Dues Plays	Plays (Fall Play)	Christie	Royalties, scenic design, costumes, scripts and professionals
Houston High	\$200.00	Club Dues Plays	Plays (Spring Musical)	Christie	Royalties, scenic design, costumes, scripts and professionals
Houston High	\$40.00	Club Dues Pony Express	School Newspaper	Becker	Annual subscription cost for the newspaper website
Houston High	\$20.00	Club Dues RAK	RAK	TBD	Monies used to randomly help people
Houston High	\$25.00	Club Dues RK	Rho Kappa	Robinson	Honor cords, lecture series
Houston High	\$20.00	Club Dues SADD	SADD	Fisher	Tees, activities, materials
Houston High	\$20.00	Club Dues SGA	SGA	Spain	Activities, supplies, materials
Houston High	\$25.00	Club Dues SJCRH	St. Jude Club	M.Thomas	Tees, activities, service project supplies
Houston High	\$20.00	Club Dues Skills	Computer Skills USA	Juneau/Uhiren/Houston	Activities, supplies, competitions
Houston High	\$35.00	Club Dues Spanish	Spanish Club	Riley	Membership, fees, activities & materials
Houston High	\$20.00	Club Dues Spanish Honor	Spanish Honor Society	Ferryman	National dues, induction expenses, Quia, supplies
Houston High	\$20.00	Club Dues Spanish Honor	Spanish Honor Society	Ferryman	Honor cords
Houston High	\$20.00	Club Dues Student Impact	Student Impact	TBD	Dues, donations, tees

Germantown Municipal School District
School Fees - Activity Costs
2021-22 School Year

08.24.21

Houston High	\$1,300.00	Club Dues Trap	Trap	Stevens	Full membership, practice materials, competitions
Houston High	\$100.00	Club Dues TSA	TSA	Phillips	State and national dues/fees; competitions
Houston High	\$100.00	Club Dues VEX	VEX	Ducey	National fees and competitions
Houston High	\$20.00	Club Fees Environmental	Environmental	Stephenson	Activities, supplies
Houston High	\$10.00	Club Fees	Folk Dancing	Penrod	Folk Dance Outfits
Houston High	\$25.00	Club Fees German	German Club	Penrod	Tees, gift cards, consumables, folk dance outfits
Houston High	\$20.00	Club Fees Knowledge Bowl	Knowledge Bowl	Poole/Kennon	Competition fees, tees
Houston High	\$15.00	Club Fees Science	Science Club	TBD	Activities, materials
Houston High	\$95.00	Course Fee	1st & 2nd 4-hour DE course	Varied/Akey	University tuition
Houston High	\$98.00	Course Fee	3rd 3-hour DE course	Varied/Akey	University tuition
Houston High	\$195.00	Course Fee	3rd 4-hour DE course	Varied/Akey	University tuition
Houston High	\$298.00	Course Fee	4th 3-hour DE course	Varied/Akey	University tuition
Houston High	\$364.00	Course Fee	4th+ 4-hour DE course	Varied/Akey	University tuition
Houston High	\$198.00	Course Fee	5th+ 3-hour DE course	Varied/Akey	University tuition
Houston High	TBD	Graduation Fee	12th Grade Students	Taylor	Costs associated with graduation
Houston High	\$20.00	Knowledge Bowl Fee	Knowledge Bowl	Poole	Competition fees
Houston High	\$5.00	Latin Fall Festivus	Latin Club	Simone	Latin Fall Festivus
Houston High	\$8.00	U of M Language Fair	Latin	Simone	Entry fee
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Classical Etymology Exam fees
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Classical Civilization Exam fees
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Latin Vocabulary Exam fees
Houston High	\$5.00	Optional Exam	Mythology	Purcell/Simone	National Mythology Exam fees
Houston High	\$3.00	Optional Exam	Translation	Purcell/Simone	CAMWS Translation Contest fees
Houston High	\$25.00	Lit Mag Fee	Literary Magazine	Garrison	Materials for magazine/final product
Houston High	\$5.00	Locker Fee	Students Using Lockers	Suchman	Locker rental
Houston High	\$50.00	Membership, honor cords	National Technical Honor Society	DavisA	National membership, induction services
Houston High	\$50.00	Parking Fee	Students Parking on Campus	P. Ross	Parking pass
Houston High	\$200.00	TJCL Latin Convention	Latin Club	Simone	TJCL Convention fees
Houston High	\$50.00	Annual Dues	Choir	Moline	Women's Choir and Concert Choir
Houston High	\$50.00	Annual Dues	Choir	Moline	Fifth Measure and Dolce Bella
Houston High	\$250.00	Annual Dues	Boys Track	M. Thomas	Field maintenance, uniforms, equipment, officials
Houston High	\$250.00	Annual Dues	Girls Track	M. Thomas	Field maintenance, uniforms, equipment, officials
Houston High	\$350.00	Annual Dues	Boys Tennis	Benzing	Field maintenance, uniforms, equipment, officials
Houston High	\$350.00	Annual Dues	Girls Tennis	Benzing	Field maintenance, uniforms, equipment, officials
Houston High	TBD	Annual Dues	Baseball	McCarter	Field maintenance, uniforms, equipment, officials
Houston High	TBD	Annual Dues	Softball	C. Gibbs	Field maintenance, uniforms, equipment, officials
Houston High	TBD	Annual Dues	Boys Soccer	Wolff	Field maintenance, uniforms, equipment, officials
Houston Middle	\$25.00	Artfully	Club	Higginbotham	Club shirt, art materials, meeting snacks
Houston Middle	\$250.00	Basketball Girls Varsity	Athletic Team	Weaver	Apparel package, assistant coach fee, equipment, referees
Houston Middle	\$175.00	Basketball Girls JV	Athletic Team	Weaver	Apparel package, assistant coach fee, equipment, referees
Houston Middle	\$200.00	Basketball - Boys	Athletic Team	Cook	Apparel package, assistant coach fee, equipment, referees
Houston Middle	\$500.00	Volleyball	Club	Pendleton	uniform, refs, schedule fee, tournament fee, equipment, practice apparel, equipment, coaching fee, course fee

Germantown Municipal School District
School Fees - Activity Costs
2021-22 School Year

08.24.21

Houston Middle	\$140.00	Soccer	Club	Plaisance	uniforms, refs, program fees
Houston Middle	\$15.00	Battle of the Books	Club	Squires	Annual fee
Houston Middle	\$20.00	Best Buddies	Club	Turner	Club shirt, game supplies
Houston Middle	\$25.00	Beta	Club	Kemp	Annual fee
Houston Middle	\$3,825.00	Cheer	Athletic Team	Spurlock	Coaching fee, sponsor fee, camps, Pride tumbling, practice clothes, uniforms, bag, travel, Nationals airfare and Land Package
Houston Middle	\$50.00	Math Counts	Club	Pratt	Competition fees
Houston Middle	\$20.00	NJHS	Club	Howell	Chapter dues, club shirt, reception supplies
Houston Middle	\$3,370.56	Pom	Booster Club	Lee	Coaching fee, sponsor fee, camps, choreography, competition registration, Nationals, sub, dance camp, equipment, team morale happies, music, hospitality room, yearbook ads
Houston Middle	\$62.12	Girls Soccer	Athletic Team	Percoski	Refs
Houston Middle	\$150.00	Cross Country	Athletic Team	Wexler	Reg. Fees/Travel/Uniforms/Awards/Banquet/Training/Stipend
Houston Middle	\$20.00	Language Club	Club	P.Latvatalo	T Shirt, arts and crafts supplies
Houston Middle	\$30.00	Science Olympiad	Club	S.Jordan	Registration for competition
Riverdale Elementary	\$4,000.00	Cheer	Booster Club	Woolfolk	Coaching fee, sponsor fee, camps, Pride tumbling, practice clothes, uniforms, bag, travel, Nationals airfare and Land Package
Riverdale Elementary	\$20.00	Dues	NJHS	Young	Annual Dues-certificates/pins
Riverdale Elementary	\$15.00	Dues	Beta Club	Harbin	Dues
Riverdale Elementary	\$20.00	Fee	Kids Care	Padgett	T-shirt/supplies/pizza party
Riverdale Elementary	\$75.00	Fee	Riverdale Theatre	Moss	Participation fee for Spring Musical to help cover expenses
Riverdale Elementary	\$150.00	JV Basketball	6th/7th	Freeman	League Fees, shirt, awards/party
Riverdale Elementary	\$276.00	Girls Basketball	6-8th	Owsley	Warm up shirt, warmup pants/jacket, shoes, socks, and athletic bag
Riverdale Elementary	\$15.00	Glee Club	1-5th	Caudle	Shirt, decorations for show
Riverdale Elementary	\$100.00	Raider Theater	1-8th	Moss/Stevens	T-shirt, costumes, set, material
Riverdale Elementary	\$20.00	Production Club	5-8th	Moss/Stevens	T-shirt, materials
Riverdale Elementary	\$5.00	Riverdale Rocks	3-5th	Sutton	Paint, supplies
Riverdale Elementary	\$15.00	Intramural Club	4-6th	Huggins	Shirt, supplies
Riverdale Elementary	\$80.00	Cross Country	3-8th	Faught	MYA fees and supplies
Riverdale Elementary	\$75.00	Track	3-8th	Dodge	MYA fees, jersey
Riverdale Elementary	\$6.00	Junior Honors Academy	8th	Ward/Ponder	Optional shirt
Riverdale Elementary	\$25.00	Ambassadors	8th	Fisher	2 shirts
Riverdale Elementary	\$3.00	Pay It Forward Club	6-7th	Dodson/Curtis/Edens	Supplies, end of year party
Riverdale Elementary	\$140.00	Honors Choir	6-8th	Caudle	Shirt, music, festivals, busses, attire rental (trip is separate)
Riverdale Elementary	\$10.00	Girls Club	3-5th	Greenberg	Art supplies, snacks
Riverdale Elementary	\$255.00	Swim Team	6-8th	Fristick	League Fees, shirt, cap, t-shirt, Germantown Athletic Club use
Riverdale Elementary	\$255.00	Soccer	6-8th	Lawton	Equipment, uniforms and fees
Riverdale Elementary	\$220.00	Golf	6-8th	Young/Byrd	Equipment, uniforms and fees
Riverdale Elementary	\$500.00	Volleyball A/B teams	6th-8th	Carlyle	Equipment, uniforms and fees
Riverdale Elementary	\$300.00	Volleyball Blue and Gray Team	6th-8th	Carlyle	Equipment, uniforms and fees

Germantown Municipal School District

School Fees - Activity Costs

2021-22 School Year

08.24.21

Riverdale Elementary	\$85.00	Tennis	6th-8th	Darder	Uniforms and fees
Riverdale Elementary	\$950.00	Trap	6th-8th	Edens	Equipment, uniforms and fees

Germantown Municipal School District			
Monitoring: Review: Annually, in January	Descriptor Term: Temporary COVID-19 Leave	Descriptor Code: 5.3051	Issued Date: 08/**/21
		Rescinds: 5.3051	Issued: 03/09/21 04/19/21

1 In April, 2020, the Families First Coronavirus Response Act (FFCRA) became effective. The
2 termination date of the FFCRA was December 31, 2020. However, the COVID-19 virus, and its
3 variations, continues to infiltrate the United States, including our community. Therefore, despite the
4 fact that the GMSD is not required by law to continue providing the benefits previously granted under
5 the FFCRA, the Germantown Municipal School District Board of Education believes that it is in the
6 best interest of its employees to voluntarily continue to provide some FFCRA-like benefits under the
7 conditions set forth below for the period of July 1, 2021 January 1, 2021 through December 31, 2021.
8 ~~June 30, 2021. This policy repeals GMSD Policy 5.3051 which was adopted on April 20, 2020.~~

9 ~~This Policy does not apply to GMSD employees that exhausted their FFCRA benefits as of December~~
10 ~~31, 2020. If a GMSD employee used a portion of their FFCRA benefits prior to January 1, 2021, the~~
11 ~~benefits below apply only to the amount of FFCRA benefits the employee had remaining as of~~
12 ~~December 31, 2020.~~

13 **PAID SICK LEAVE**

14 GMSD employees will receive a maximum of ten (10) days of paid sick leave are entitled to up to
15 ~~two (2) weeks of paid sick leave~~ if they are unable to work or telework because the employee:

- 16 1. is subject to a Federal, State, or local quarantine or isolation orders related to COVID-19;
- 17
- 18 2. has been advised by a health care provider to self-quarantine related to COVID-19;
- 19
- 20 3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- 21
- 22 4. is caring for an individual subject to or advised to quarantine or isolate due to COVID-19.
23 The individual must be someone with a personal relationship to the employee;
- 24
- 25 5. is caring for his/her son or daughter whose school or place of care is closed, or person who
26 regularly provides childcare is unavailable, for reasons related to COVID-19 and no other
27 suitable person is available to care for the child during the requested period of leave. Son or
28 daughter is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a
29 child of a person standing *in loco parentis*, who is under 18 years of age; or 18 years of age
30 or older who is incapable of self-care because of a mental or physical disability.

1
2 ~~This paid leave may be taken if there is work available for the employee to complete and the employee~~
3 ~~is unable to work or telework for one of the above reasons.~~ Such leave is in addition to any paid leave
4 that an employee may already be entitled to (*e.g.*, existing sick leave). Employees are not required
5 to exhaust any other paid leave benefit in order to utilize this category of paid sick leave.

6 Employees shall follow GMSD procedures and protocols pertaining to reporting COVID-19
7 exposures and infections, supporting the need for leave pertaining to the Policy, and requesting leave
8 pertaining to same. Failure to follow such GMSD procedures and protocols could cause the leave
9 request to be denied.

10 This Policy shall sunset at 11:59 p.m., December 31, 2021. ~~June 30, 2021.~~

Germantown Municipal School District			
Monitoring: Review: Annually, in January	Descriptor Term: Temporary COVID-19 Leave	Descriptor Code: 5.3051	Issued Date: 08/24/21
		Rescinds: 5.3051	Issued: 03/09/21 04/19/21

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2 termination date of the FFCRA was December 31, 2020. However, the COVID-19 virus, and its
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6 best interest of its employees to voluntarily continue to provide some FFCRA-like benefits under the
7 conditions set forth below for the period of July 1, 2021 ~~January 1, 2021~~ through June 30, 2022. ~~June~~
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- 17
- 18 2. has been advised by a health care provider to self-quarantine related to COVID-19;
- 19
- 20 3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- 21
- 22 4. is caring for an individual subject to or advised to quarantine or isolate due to COVID-19.
23 The individual must be someone with a personal relationship to the employee;
- 24
- 25 5. is caring for his/her son or daughter whose school or place of care is closed, or person who
26 regularly provides childcare is unavailable, for reasons related to COVID-19 and no other
27 suitable person is available to care for the child during the requested period of leave. Son or
28 daughter is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a
29 child of a person standing *in loco parentis*, who is under 18 years of age; or 18 years of age
30 or older who is incapable of self-care because of a mental or physical disability.

1
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8 pertaining to same. Failure to follow such GMSD procedures and protocols could cause the leave
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10 This Policy shall sunset at 11:59 p.m., June 30, 2022. ~~June 30, 2021.~~



3350 S. Forest Hill Irene Rd • Germantown, TN 38138 • 901.752.7900 • Fax 901.757.6479 • www.gmsdk12.org

TO: GMSD Board of Education
FROM: The Human Resources Department
RE: Stop Loss Insurance Renewal
DATE: August 12, 2021

Understandings:

- 1) The Current Stop Loss Insurance Provider is American Fidelity (AF).
- 2) The *Specific Deductible Amount* per employee who participates in our medical plan is \$115,000.
 - a. Currently, we have five lasers written into the contract at \$275,000, \$225,000, \$225,000, \$225,000, and \$190,000.
- 3) The goal of having stop loss insurance is to protect GMSD against catastrophic claims:
 - a. Currently, we have seven contributing members over the \$115,000 threshold, four of which are lasered.
- 4) Stop Loss Renewal rates were based on the following number of plan participants:
 - a. Single= 270 members
 - b. Employee +1= 79 members
 - c. Family= 150 members
 - d. Total= 499 members
- 5) Health Cost Solutions, a Lucent Health Company, requested a total of three Stop Loss proposals from the following companies. However, only American Fidelity officially submitted a Stop Loss renewal rate proposal:
 - a. American Fidelity
 - b. Intermediary Insurance Services, Inc. (ISII)
 - c. Skyward Insurance
- 6) The *Annual Specific Premium* renewal cost increased by \$380,376 from the 2020-2021 school year with a reduction in lasers from five to three (\$225,000, \$220,000, and \$190,000).
- 7) As an alternative option, American Fidelity has proposed an increased specific deductible to \$125,000. By increasing the specific deductible, GMSD is able to benefit from reducing the renewal *Annual Specific Premium* by \$61,782 as well as reducing the laser exposure by \$30,000.
- 8) Total annual premium cost for the 2021-2022 school year is \$854,548.

Stop Loss Renewal Rates 2021

	Current	Renewal no change	Increase Spec to \$125
Insurer:	American Fidelity	American Fidelity	American Fidelity
Specific Deductible:	\$115,000	\$115,000	\$125,000
Annual Total Specific Premium:	\$502,122	\$882,498	\$820,716
Annual Agg Premium:	\$33,832	\$33,832	\$33,832
Total Annual Stop Loss Premium:	\$535,954	\$916,330	\$854,548
Total Net Laser Liability:	\$565,000	\$290,000	\$260,000

Recommendation:

The GMSD Human Resources Department's recommendation is to support the Self-Funded Stop Loss Insurance proposal with American Fidelity (AF) at a \$125,000 Specific Deductible and reduced lasers based on the understandings presented by Health Cost Solutions, a Lucent Health Company, and consultants with ESP, LLC.



Allen&Hoshall
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C

1661 International Drive, Suite 100
Memphis, Tennessee 38120
Office 901.820.0820
Fax 901.683.1001
www.allenhoshall.com

August 12th 2021

Aaron Law
Germantown Municipal School District
3350 Forest Hill Irene Rd
Germantown, TN 38138

RE: Houston High School Softball Complex

Dear Mr. Law:

Bids were received for the Houston High School Softball project on August 5th, 2021. Three bids were received. The apparent low bidder was Grinder Taber Grinder from Memphis, TN. The amount of the low base bid was \$4,601, 886 and a bid alternate amount for the new concessions and restroom of \$674,300.

Allen & Hoshall has reviewed the bid submitted by Grinder Taber Grinder. Attached you will find a Bid Tabulation listing the bidders and their respective bid amounts. Allen & Hoshall finds the bids submitted to be responsive to the project requirements established by the contract documents. Grinder Taber Grinder is properly licensed to bid and perform the work.

Based upon their submittal of the low bid and their positive reputation and qualifications, Allen & Hoshall recommends award of the project to the low bidder Grinder Taber Grinder.

Please contact me should you have questions or require additional information.

Sincerely,

Taylor Coleman

Allen & Hoshall

Allen & Hoshall-
Engineers-
Architects-Surveyors

Bid Tabulation
Houston High School Softball Complex

Note: Owner's Contingency Allowance \$50,000.00

Contractor	Artificial Field Turf/SF/total	Undercut and Backfill/CY/total @ 1000	Base Bid as per Specifications	Alt. #1 Concessions	Bond
Grinder Taber Grinder	\$17.70/SF	\$36.72/CY \$36,720.00	\$4,601,886.00	\$674,300.00	\$9.00/M
Barnes & Brower	\$16.00/SF	\$33.50/CY \$33,500.00	\$5,249,763.00	\$708,113.00	\$12.70/M
Zellner	\$28.15/SF	\$33.50/CY \$33,500.00	\$5,380,916.00	\$651,374.00	\$6.30/M

Bid Package Checklist	Grinder Taber Grinder	Barnes & Brower	Zellner		
Addenda Acknowledgement	x	x	x		
Prime Contractors License	x	x	x		
References	x	x	x		
Request for Bid Agreement	x	x	x		
Hold Harmless Agreement	x	x	x		
Certificate of Non-Discrimination	x	x	x		
List of Subcontractors	x	x	x		
Drug and Alcohol Testing	x	x	x		
Certification of Understanding	x	x	x		
Bid Certification Page	x	x	x		
Certificate of Liability Insurance	x	x	x		
Bid Bond	x	x	x		
Iran Divestment Act	x	x	x		

I hereby certify that the above Bid Tabulation is true and correct to the best of my knowledge.

J. Saunders _____



Germantown Municipal School District Budget Amendment

Fiscal Year: 2021 - 2022

Amendment # 9

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
141-76100-706	Building Construction - HHS Softball	-	-	3,000,000	3,000,000
141-39000	Reserves	20,000,000	(3,754,369)	(3,000,000)	13,245,631

REASON FOR AMENDMENT:

To appropriate funds for the HHS Softball project.

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

GMSD Board Chair Date

GMSD Superintendent Date



Germantown Municipal School District Budget Amendment

Fiscal Year: 2021 - 2022

Amendment # 9A

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
141-76100-706	Building Construction - HHS Softball	-	-	2,460,480	2,460,480
141-39000	Reserves	20,000,000	(3,754,369)	(2,460,480)	13,785,151

REASON FOR AMENDMENT:

To appropriate funds for the HHS Softball project - base bid, concession stand, excludes turf outfield.

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

GMSD Board Chair Date

GMSD Superintendent Date



Germantown Municipal School District Budget Amendment

Fiscal Year: 2021 - 2022

Amendment # 9B

<u>GMSD Acct #</u>	<u>GMSD Acct</u>	<u>Original Budget</u>	<u>Approved Changes</u>	<u>Requested Changes</u>	<u>Amended Budget</u>
141-76100-706	Building Construction - HHS Softball	-	-	2,319,890	2,319,890
141-39000	Reserves	20,000,000	(3,754,369)	(2,319,890)	13,925,741

REASON FOR AMENDMENT:

To appropriate funds for the HHS Softball project - base bid, turf outfield, excludes concession stand

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

GMSD Board Chair Date

GMSD Superintendent Date



Germantown Municipal School District Budget Amendment

Fiscal Year: 2021 - 2022

Amendment # 9C

<u>GMSD Acct #</u>	<u>GMSD Acct</u>	<u>Original Budget</u>	<u>Approved Changes</u>	<u>Requested Changes</u>	<u>Amended Budget</u>
141-76100-706	Building Construction - HHS Softball	-	-	1,755,111	1,755,111
141-39000	Reserves	20,000,000	(3,754,369)	(1,755,111)	14,490,520

REASON FOR AMENDMENT:

To appropriate funds for the HHS Softball project - base bid only, excludes turf outfield, excludes concession stand.

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

GMSD Board Chair Date

GMSD Superintendent Date

QUOTE CONFIRMATION



DEAR JOHN PIERCE,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MHDT057	8/6/2021	NEW 500E CHROME	12199001	\$1,100,400.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CDWG EDU White Glove Service for Chromebooks and Chrome OS Devices T1 Mfg. Part#: CDWCHROMEOSVVC1 UNSPSC: 43232401 Contract: MARKET	2100	3254461	\$8.00	\$16,800.00
Lenovo 3 Year Depot Support with ADP Warranty (School Year Term) Mfg. Part#: 5PS0N75610 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: Tennessee Lenovo NVP Computer Equipment (MNWNC-117 57369)	2100	4473777	\$77.00	\$161,700.00
LVO MGD SVC DESK NB Mfg. Part#: 5MS0M27017 Electronic distribution - NO MEDIA Contract: MARKET	2100	4200109	\$9.00	\$18,900.00
Google Chrome Education Upgrade Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: MARKET	2100	5988499	\$32.00	\$67,200.00
Lenovo 500e Chromebook Gen 3 - 11.6" - Celeron N5100 - 4 GB RAM - 32 GB eMM Mfg. Part#: 82JB0001US Contract: Tennessee Lenovo NVP Computer Equipment (MNWNC-117 57369)	2100	6560599	\$398.00	\$835,800.00

PURCHASER BILLING INFO	SUBTOTAL	\$1,100,400.00
Billing Address: GERMANTOWN MUNICIPAL SCHOOL DISTRICT ACCOUNTS PAYABLE 3350 FOREST HILL IRENE RD GERMANTOWN, TN 38138-8613 Phone: (901) 752-7900 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$1,100,400.00
	DELIVER TO	Please remit payments to:

Shipping Address:
 GERMANTOWN MUNICIPAL SCHOOL DISTRICT
 JOHN PIERCE
 3350 S FOREST HILL IRENE RD
 GERMANTOWN, TN 38139
Phone: (901) 752-7900
Shipping Method:

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

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Rebekah Marco

(866) 301-5740

rebmarc@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$1,100,400.00	\$29,204.62/Month	\$1,100,400.00	\$33,815.29/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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

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Proposal

Proposal Number

2110265529

Account Number/Name

874323

GERMANTOWN MUNICIPAL SCHOOL DIST

Created On

08/10/2021

Created By

John Pierce

Thank you for creating your proposal, details are provided below. You can access this proposal from your [Apple Store for Education Institution](#) by searching proposal number 2110265529.

Comments from Proposer:

K-2 student and teacher iPads

Item	Product / Description	Total Quantity	Unit Price	Total Price
1	MYLU2LL/A 10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack)	1,570	294.00	461,580.00 USD
2	HNMA2ZM/A Logitech Rugged Combo 3 Case with Integrated Smart Connector Keyboard for 10.2-inch iPad (7th and 8th generation) – Blue	1,570	99.95	156,921.50 USD

Subtotal 618,501.50 USD

Estimated Tax 0.00 USD

Total 618,501.50 USD

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may include estimated sales tax that is subject to change at the time your order is processed.

How to Order

If you would like to convert this Proposal to an order, log into your [Apple Store for Education Institution](#) and select 'Proposal' from the pull-down menu. Search for this Proposal by

entering the Proposal Number referenced above.

Note: A Purchaser login is required to order. Visit your [Apple Store for Education Institution](#) to login or create your Purchaser Apple ID.

The prices and specifications above correspond to those valid at the time the Proposal was created and are subject to change. Purchases are subject to the terms and conditions of your agreement with Apple and the Apple Store for Education Institution.

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