

GMSD Board Business Meeting
June 7, 2022 6:00 PM
Board Room, GMSD Office

1. Call to Order
2. Moment of Silence
3. Pledge of Allegiance
4. Approval of Agenda
5. Recognition and Awards
6. REPORTS
 - 6.A. TLN Update (Tennessee Legislature)
 - 6.B. Chairman's Report
 - 6.C. Financial Report
 - 6.D. Superintendent's Report
7. Citizens to be heard
8. CONSENT AGENDA
 - 8.A. Approval of the Minutes
 - 8.B. Review / Revision of Policies - Second Reading
 - 8.C. Revision Policy 2.600 Bonded Employees - Second Reading
9. BOARD ACTION ITEMS
 - 9.A. Revision of Policies after one reading
 - 9.B. GMSD FY 2022-23 Other Funds Budget - Second and Final Reading
 - 9.C. Insurance Renewals
 - 9.D. Custodial Contract Renewal
 - 9.E. Houston Middle Addition FF& E Purchase
 - 9.F. Student Discipline Board Appeal
10. Announcements
11. Adjournment

Germantown Board of Education
TLN Report (June 7, 2022)

Yesterday, Governor Lee issued Executive Order No. 97, titled “An Order to Enhance K-12 School Safety.” The Order declares Governor Lee’s administration is “committed to ensure the security of students, educators, and staff in Tennessee’s public schools” and orders the following steps to be taken:

- State departments are to provide specific guidance and technical assistance to school districts to implement the Schools Against Violence in Education Act and to promote compliance with Tennessee law requiring public schools to conduct an annual school security assessment.
- State departments are to publish a School Safety Resources and Engagement Guide to provide parents with information on how to effectively engage and advocate for safe conditions at their child’s school.
- The Department of Safety and Homeland Security is to develop additional training and educational materials for educators, school leaders, and staff regarding school safety.
- State departments are to update the template for school district safety plans to include additional details on deficiencies identified by school districts when conducting school security assessments. School districts are also to provide descriptions of district spending on building security and other school safety initiatives, as well as how such expenditures mitigate any deficiencies identified during school security assessments.
- The state Department of Education is to request permission from the U.S. Department of Education for districts to use existing federal ESSER funds to conduct safety assessments and identify necessary facility upgrades.
- State departments are to ensure school districts receive guidance on how to appropriately improve school building security while maintaining emergency exits and protecting life and property from fire and explosions.
- State departments are to develop new strategies to increase the number of Tennesseans pursuing careers in law enforcement.
- Parents, teachers, school leaders, and district leaders are encouraged to partner with law enforcement in promoting habits and practices that help prevent unauthorized entry into schools.
- The Department of Finance and Administration is authorized to identify and make available any lawfully appropriated funds to support the execution of the Order.

Additionally, during a press conference yesterday, Governor Lee stated school districts can expect more unannounced security inspections and that he is not looking at gun restrictions or gun laws as a part of a school safety plan going forward.

In a recent interview with Chalkbeat Tennessee, Governor Lee also stated he “would be in favor of a strategy that includes training and vetting and a very strategic and appropriate plan for

(arming teachers),” that he is committed to investing in mental health resources and services across the state, and that he has concerns with red flag laws related to issues of mental health and the effectiveness of red flag laws in general.

In General Assembly news, state representative John Ray Clemmons has asked Governor Lee to convene a special legislative session to address gun violence.

In Tennessee Department of Education news, the Department has released proposed rules for the state’s new public school funding formula known as TISA. Among other things, the proposed rules define which students are eligible for additional funding. The public comment period on the proposed rules is open through August 2, 2022. Public comments may be e-mailed to TISA.Rules@tn.gov.

In legal news, Metro Nashville Government has filed a petition asking the Tennessee Supreme Court to reconsider its recent decision that the Education Savings Account Act does not violate the Home Rule Amendment to the Tennessee Constitution.

Germantown Municipal School District

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| Monitoring: Review: Annually | Descriptor Term: Code of Ethics | Descriptor Code: 1.106 | Issued Date: 6/**/22 12/16/15 |
| | | Rescinds: 1.106 | Issued: 12/02/13 |

CODE OF ETHICS¹

GERMANTOWN MUNICIPAL SCHOOL DISTRICT

Section 1. Definitions.

(1) "School district" means Germantown Municipal School District, which was duly created by a public or private act of the General Assembly; and which includes all boards, committees, commissions, authorities, corporations or other instrumentalities appointed or created by the school district or an official of the school district.

(2) "Officials and employees" means and includes any official, whether elected or appointed, officer **or** employee ~~or servant, or any member of any board, agency, commission, authority or corporation (whether compensated or not), or any officer, employee or servant thereof,~~ of the school district.

(3) "Personal interest" means, for the purpose of disclosure of personal interests in accordance with this Code of Ethics, a financial interest of the official or employee, or a financial interest of the official's or employee's spouse or child living in the same household, in the matter to be voted upon, regulated, supervised, or otherwise acted upon in an official capacity.

Section 2. Disclosure of personal interest in voting matters. An official or employee with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and to be included in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's or employee's vote on the measure. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from voting on the measure.

Section 3. Disclosure of personal interest in non-voting matters. An official or employee who must exercise discretion relative to any matter other than casting a vote and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion when possible, the interest on ~~the attached~~ **a** disclosure form and file the disclosure form with the ~~school district's central Superintendent's~~ office. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from the exercise of discretion in the matter.

Section 4. Acceptance of gifts and other things of value. An official or employee, or an official's or employee's spouse or child living in the same household, may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the school district that a reasonable person would understand was intended to influence the vote, official action or

1 judgment of the official or employee in executing decision-making authority affecting the school
2 district.

3 It shall not be considered a violation of this policy for an official or employee to receive entertainment,
4 food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in
5 connection with a conference sponsored by an established or recognized statewide association of
6 school board officials or by an umbrella or affiliate organization of such statewide association of
7 school board officials.

8 **Section 5. Ethics Complaints.** The school district may create a School District Ethics Committee (the
9 “Ethics Committee”) consisting of three members who will be appointed to one-year terms by the
10 Chairman of the Board of Education with confirmation by the Board of Education. At least two
11 members of the committee shall be members of the Board of Education. The Ethics Committee shall
12 convene as soon as practicable after its appointment and elect a chair and a secretary. The records of
13 the Ethics Committee shall be maintained by the secretary and shall be filed in the office of the ~~director~~
14 ~~of schools~~ Superintendent, where they shall be open to public inspection.

15 Questions and complaints regarding violations of this Code of Ethics or of any violation of state law
16 governing ethical conduct should be directed to the chair of the Ethics Committee. Complaints shall be
17 in writing and signed by the person making the complaint, and shall set forth in reasonable detail the
18 facts upon which the complaint is based.

19 The School District Ethics Committee may investigate any credible complaint against an official or
20 employee charging any violation of this Code of Ethics, or may undertake an investigation on its own
21 initiative when it acquires information indicating a possible violation, and make recommendations for
22 action to end or seek retribution for any activity that, in the Committee’s judgment, constitutes a
23 violation of this Code of Ethics. If a member of the Committee is the subject of a complaint, such
24 member shall recuse himself or herself from all proceedings involving such complaint.

25 The Committee may:

- 26 (1) refer the matter to the Board Attorney for a legal opinion and/or recommendations for action;
- 27 (2) in the case of an official, refer the matter to the school board body for possible public censure if
28 the board body finds such action warranted;
- 29 (3) in the case of an employee, refer the matter to the official responsible for supervision of the
30 employee for possible disciplinary action if the official finds discipline warranted;
- 31 (4) in a case involving possible violation of state statutes, refer the matter to the district attorney
32 for possible ouster or criminal prosecution; !

33 The interpretation that a reasonable person in the circumstances would apply shall be used in
34 interpreting and enforcing this Code of Ethics. When a violation of this Code of Ethics also constitutes
35 a violation of a personnel policy ~~or a civil service policy~~, the violation shall be dealt with as a violation
36 of the personnel ~~or civil service~~ provisions rather than as a violation of this Code of Ethics.

Legal References

T.C.A 8-17-103

~~Cross References~~

Germantown Municipal School District

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| Monitoring: Review: Annually | Descriptor Term: Executive Committee | Descriptor Code: 1.301 | Issued Date: 6/**/22 12/02/13 |
| | | Rescinds: | Issued: |

1 The **C**hair of the **B**oard and the ~~director of schools~~ **S**uperintendent shall constitute the **E**xecutive
 2 **C**ommittee of the Board, with the **C**hair of the **B**oard serving as the **C**hair of the **E**xecutive **C**ommittee.⁺
 3 The duties shall be:

- 4 1. To prepare an agenda for each meeting of the Board;
- 5
- 6 2. To prepare the annual budget on forms furnished by the Commissioner of Education, to be
 7 sub- mitted to the Board for its approval;²
 8
- 9 3. To meet at the office of the ~~director of schools~~ **S**uperintendent as often as necessary to
 10 perform the duties required;
- 11
- 12 4. To advertise for bids and let contracts authorized by the Board;
- 13
- 14 5. To serve as the purchasing agent for the Board;
- 15
- 16 6. To examine all accounts authorized by the Board and ensure that the approved budget is
 17 not exceeded;
- 18
- 19 7. To submit for approval at each regular meeting of the Board a full report of all business
 20 **transacted** since the last regular meeting; and
 21
- 22 ~~8.~~ To transact any other business assigned to the **C**ommittee by the Board.⁺

Legal References

- 1- T.C.A. 49-2-203; ~~TCA 49-2-205(3)~~
- 2- T.C.A. 49-2-205(a)(10)(A)(i)
- 3- T.C.A. 49-2-206

~~Cross-References~~

- ~~Duties of Officers 1.201~~
~~Annual Operating Budget 2.200~~
~~Purchasing 2.805~~
~~Bids and Quotations 2.806~~
~~Qualifications/Duties of the Director of Schools 5.802~~

Germantown Municipal School District

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| Monitoring: Review: Annually | Descriptor Term: School Board Meetings | Descriptor Code: 1.400 | Issued Date: 6/**/22 10/26/15 |
| | | Rescinds: | Issued: |

1 The Board will transact all business at official meetings which may be either regular or special.

2 Every meeting of the Board, ~~except with the attorney to discuss pending or threatened litigation, will~~
3 ~~be open to the public.~~¹ will be open to the public with the exception of:

4 1. Meetings with the Board Attorney to discuss pending or threatened litigation; and

5
6 2. Any meeting relating to school security, the district-wide school safety plans or the building-
7 level school safety plans; however, the Board shall not discuss or deliberate on any other
8 issues or subjects during such a meeting. Though closed to the public, reasonable notice shall
9 be provided to the general public prior to such a meeting.

10

11 Open meetings will be physically accessible to all students, employees, and interested citizens.²
12 Individuals with a disability may request an accommodation in order to fully participate as a member of
13 the general public in School Board meetings. The Board will make every effort to reach a reasonable
14 accommodation which will allow for participation in the School Board meeting. Such request should be
15 made to the central office.

16 The Board may restrict the recording of Board meetings via camera, camcorder or other photographic
17 equipment when such recording creates a threat to public safety and welfare or impedes the conducting
18 of efficient and orderly public meetings.³

19 The ~~Director of Schools~~ **Superintendent** shall arrange for all business meetings and work sessions of the
20 Board to be videotaped and shall make the videos available for viewing on the District website.

21 REGULAR MEETINGS

22 The Germantown Board of Education shall hold regular monthly meetings at a determined time and
23 place agreeable to the **M**embers.

24 In instances when any regular meeting date falls on a legal holiday, the meeting shall be rescheduled
25 by the **C**hair.

26 SPECIAL MEETINGS

27 The Board shall hold such special meetings as necessary to transact the business of the Board. Such
28 meetings shall be called by the **C**hair whenever, in the **C**hair's judgment, the interests of the schools
29 require it, or when requested to do so by a majority of the Board.⁴

1 Only business related to the call of the meeting, and details related to agenda items shall be discussed
2 or transacted by the Board at a special meeting.

3 **ELECTRONIC ATTENDANCE**⁵

4 Absent Board **M**embers may attend a regular or special meeting by electronic means if the **M**ember is
5 absent because of work, a family emergency, or the **M**ember's military service. If a **B**oard **M**ember is
6 absent due to military service, he/she may participate electronically as often as he/she is able to do so.
7 However, a **B**oard **M**ember may not participate electronically more than two (2) times per year for
8 absences due to work and/or family emergencies.

9 *General Requirements*

10 The following requirements apply to all electronic attendance, regardless of the reason for the **M**ember's
11 absence:

- 12 1. A quorum of the Board must be physically present at the meeting in order for any **M**ember to attend
13 electronically.
- 14 2. Any **M**ember wishing to participate electronically must do so using technology which allows
15 the Chair to visually identify the **M**ember.
- 16 3. The responsibility for the connection lies with the **M**ember wishing to participate electronically.
17 No more than three (3) attempts to connect shall be made, unless the Board chooses to make
18 additional attempts.
19
20

21 *Work Related Absence*

22 The following requirements apply to electronic attendance due to a work related absence:

- 23 1. The Board **M**ember must be absent from the **C**ounty due to work.
- 24 2. The **M**ember wishing to participate must give the Chair and ~~director~~ **Superintendent** at least
25 five (5) days notice prior to the meeting of the **M**ember's desire to participate electronically.
26

27 *Family Emergency*

28 The following requirement applies to electronic attendance due to a family emergency:

- 29 1. The **M**ember must be absent due to the hospitalization of the **M**ember or the death or
30 hospitalization of the **M**ember's spouse, father, mother, son, daughter, brother, sister, son-in-law,
31 daughter-in-law, step-son, step-daughter, father-in-law, mother-in-law, brother-in-law, or sister-
32 in-law.

Legal References

- 1. T.C.A. 8-44-102;
- 2. T.C.A. 49-2-202(e)(1)
- 3. T.C.A. 49-2-203(e)
- 4. T.C.A. 49-6-804
- 5. 28 CFR § 36.201(a); 36.202
- 6. OP Tenn. Atty. Gen. 95-126

~~Cross References~~

- ~~School Board Legal Status and Authority 1.100~~
- ~~Section 504 and ADA Grievance Procedures 1.802~~

Germantown Municipal School District

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| Monitoring: Review: Annually | Descriptor Term: Public Hearings | Descriptor Code: 1.401 | Issued Date: 6/**/22 12/02/13 |
| | | Rescinds: | Issued: |

1 The Board may hold public hearings in the following circumstances:

- 2 1. When a licensed employee is dismissed during a contract period, that licensed employee
3 shall be entitled to a hearing, upon written request, as provided by law;¹
4
- 5 2. When a student has been suspended and the resolution has not been satisfactory;²
6
- 7 3. When a parent or legal guardian shall contest the school assignment of their child;³ and/or
8
- 9 4. When the Board deems it to be in the public interest.

10 Any individual(s) requesting a hearing before the Board will make such request in writing stating the
11 purpose of the hearing, the action desired, and, in the case of contesting a school assignment, the
12 specific reasons for requesting the transfer. All requests for hearings must be received by the Board
13 or ~~director of schools~~ **Superintendent** within the time limit prescribed by law for that category of
14 hearing.

Legal References

- 1- T.C.A. 49-2-203(a)(6);
- 2- T.C.A. 49-2-301(GG)(i);
- 3- T.C.A. 49-5-512
- 4- T.C.A. 49-6-3201
- 5- T.C.A. 49-6-3401

Cross-References

- ~~Appeals To and Appearances Before the Board 1.404~~
~~Separation Practices for Non-Tenured Teachers 5.201~~
~~Separation Practices for Tenured Teachers 5.200~~

Germantown Municipal School District

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| Monitoring: Review: Annually | Descriptor Term: Notification of Meetings | Descriptor Code: 1.402 | Issued Date: 6/**/22 12/02/13 |
| | | Rescinds: | Issued: |

- 1 The Board shall ensure adequate public notice ¹ of all regular meetings by publishing a complete
2 schedule for the entire school year. This schedule shall be posted in the central office, each school,
3 and on the school system's website and sent to the **P**resident of the local education association.²
- 4 In the event of a special **B**oard meeting, notice shall be provided at least twenty-four (24) hours prior
5 to the meeting and shall be posted in the same locations and in the same manner as regular **B**oard
6 meetings. All notices of special **B**oard meetings shall state the time, place and purpose of the
7 meeting.
- 8 The only exception permitted is in case of emergency, defined for this policy as “a sudden, generally
9 unexpected occurrence or set of circumstances demanding immediate action.” In such exceptions,
10 notice shall be given to all appropriate parties as is practical.

Legal References

- ¹ T.C.A. 8-44-103
² T.C.A. 49-2-202(~~e~~)(¹)

Germantown Municipal School District

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| Monitoring: Review: Annually | Descriptor Term: Agendas | Descriptor Code: 1.403 | Issued Date: 6/**/22 12/02/13 |
| | | Rescinds: | Issued: |

1 The Executive Committee of the Board shall be responsible for developing an agenda for each Board
2 meeting. Any Board Member may place items on the agenda for discussion. The particular order
3 may vary from meeting to meeting in keeping with the business at hand.

4 For a regular Board meeting, the agenda (which shall include the consent agenda), together with
5 supporting materials, shall be distributed to Board Members at least five (5) calendar days prior to
6 the scheduled date of the meeting. The agenda shall be available for public inspection and/or
7 distribution when it is distributed to the Board Members. At the beginning of each meeting, the Board
8 shall, by a majority vote, approve the agenda for the meeting, which may involve the addition to or
9 deletion of items previously included on the agenda. ~~The Board, however, shall not revise board~~
10 ~~policies or adopt new ones, unless such action has been scheduled.~~

11 ~~Items of business may be suggested by any Board member, staff member, student or citizen of the~~
12 ~~district. Items submitted by non-Board members to be considered for Board action must be submitted~~
13 ~~in writing to the Director of Schools at least ten (10) days prior to the scheduled meeting date. The~~
14 ~~inclusion of items shall be at the discretion of the Director of Schools or Chair of the Board.~~ The
15 agenda ~~shall~~ may allow suitable time for the remarks of the public who wish to briefly speak before
16 the Board.

17 CONSENT AGENDA

18 While developing the agenda, the Chair and ~~director of schools~~ Superintendent may identify routine or
19 non-controversial items to be placed on the consent agenda, which shall become a part of the
20 regular agenda. If any Board Member objects to including an item on the consent agenda, that item
21 shall be moved to the regular agenda as an action item requiring discussion. The remaining consent
22 items shall be adopted in a single vote without discussion.

23 ~~ANNUAL AGENDA~~

24 ~~At the beginning of each fiscal year, the Board shall adopt an annual planning calendar, stating~~
25 ~~month-by-month actions required by law and those required to carry out the Board's annual goals and~~
26 ~~objectives and the State Board of Education's performance standards. In addition, the annual agenda~~
27 ~~shall designate dates to monitor/review designated sections of the Board Policy Manual and to evaluate~~
28 ~~progress of programs for student achievement.~~

Germantown Municipal School District

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| Monitoring: Review: Annually | Descriptor Term: Visitors to GMSD Property | Descriptor Code: 1.501 | Issued Date: 6/**/22 12/02/13 |
| | | Rescinds: | Issued: |

1 Except on occasions, such as school programs, athletic events, open house and similar public
2 events; all visitors will report to the school Office when entering ~~the a~~ school building or the
3 reception desk when entering the Central Office. Authorization to visit elsewhere in ~~the a~~ school
4 building, ~~or~~ on the school campus or Central Office building or grounds will be determined by the
5 Principal or designee or Superintendent or designee. ~~Guest passes shall be issued for~~ All persons
6 other than students and employees of the school District shall be issued a guest pass in order to
7 proceed past the school Office or Central Office reception desk.

8 In order to maintain the conditions and atmosphere suitable for learning, no ~~other~~ person shall
9 enter onto school buses or upon the grounds or into ~~the school~~ District owned or leased buildings
10 ~~during the hours of student instruction~~ except students assigned to ~~that~~ the bus or school, the staff of
11 the school, approved parents of students, employees of the School District ~~and~~ or other persons with
12 lawful and valid business on the school premises.[†]

13 Any person improperly on the premises of a school or District owned or leased facility shall depart on
14 the request of the School Principal or his/her designee or the Superintendent or his/her designee.

15 ~~Persons who come onto school property shall be under the jurisdiction of the site~~
16 ~~administrator/designee.~~ Individuals who come onto school District owned or leased property or who
17 contact employees ~~on~~ concerning school or District business are expected to behave ~~accordingly~~
18 respectfully and lawfully. Specifically, actions that are prohibited include, but are not limited to:

- 19 1. Cursing and use of obscenities;
- 20
- 21 2. Disrupting or threatening to disrupt school or Central Office operations;
- 22
- 23 3. Acting in an unsafe manner that could threaten the health or safety of others;
- 24
- 25 4. Verbal or written statements or gestures indicating intent to harm an individual or property;
- 26 and
- 27
- 28 5. Physical attacks intended to harm an individual or substantially damage property.
- 29

30 ~~The Principal or his/her designee has the authority to exclude from the school premises any persons~~
31 ~~disrupting the educational programs in the classroom or in the school, disturbing the teachers or~~
32 ~~students on the premises, or on the premises for the purpose of committing an illegal act.~~[†]

1 The Principal or his/her designee or the Superintendent or his/her designee shall contact law
2 enforcement officials when he/she believes the situation warrants such measures.
3 In addition to any criminal penalty provided by law, there is a civil cause of action for an intentional
4 assault upon educational personnel by any person during school hours or during school functions, if the
5 parties are on school grounds or in vehicles owned, leased or under contract by GMSD and used for
6 transporting students or faculty. A person who commits such assault shall be liable to the victim for all
7 damages resulting from the assault. Upon prevailing, a victim shall be entitled to three (3) times the
8 amount of the actual damages and shall be entitled to reasonable attorney fees and costs.

Legal References

- ~~1-~~ T.C.A. 39-14-406
- ~~2-~~ T.C.A. 49-6-2008

~~Cross-References~~

- ~~Section 504 and ADA Grievance Procedures 1.802~~
- ~~Vendor Relations 2.809~~
- ~~Safety 3.201~~
- ~~Security 3.205~~
- ~~Care of School Property 6.311~~

Germantown Municipal School District

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|--|--|----------------------------------|---|
| Monitoring: Review: Annually | Descriptor Term: Policy Development and Adoption | Descriptor Code: 1.600 | Issued Date: 6/**/22 12/02/13 |
| | | Rescinds: | Issued: |

1 The Board of Education considers policy development its chief function therefore it is the intent of the
2 Board to develop written policies to serve as guidelines and goals for the successful and efficient
3 functioning of the schools.

4 Policies are principles adopted by the Board to chart a course of action. They tell what is wanted; they
5 may include why and how much. Policies should be broad enough to indicate a line of action to be
6 followed by the administration in meeting a number of problems; narrow enough to give guidance.
7 ~~Policies are guides for action by the administration, which then sets the rules and regulations to provide~~
8 ~~specific direction to school district personnel.~~

9 A proposed policy or policy change shall be submitted to the Board as part of the agenda. The
10 Board's approval of the proposal or return for study and/or further revision shall constitute the first
11 reading.

12 The proposed policy or policy amendment shall be considered at the next **B**oard meeting with the
13 final vote following the second reading. Adoption shall require an affirmative vote by a majority of
14 the members of the Board.

15 Policies and amendments adopted by the Board shall be made a part of the minutes and shall be
16 placed in the policy manual. Policies and amendments shall be effective immediately upon adoption
17 unless a specific effective date is provided, and shall supersede any previous Board action on the
18 subject.

19 **POLICY MAINTENANCE**

20 The ~~director of schools~~ **Superintendent** shall be responsible for drafting policy proposals and
21 maintaining the *Board Policy Manual*. At least biennially, the Board shall review its policy manual for
22 the purpose of passing, revising or deleting policies mandated by changing conditions.⁺

23 Policies shall be accessible to all employees of the school system, members of the Board, and
24 citizens of the community.⁺ All policy manuals shall remain the property of the Board and are subject
25 to recall any time deemed necessary by the ~~director of schools~~ **Superintendent**.

26 **PROCEDURE FOR EXPEDITED ACTION**

27 On matters of ~~unusual~~ urgency, by an affirmative vote by a majority of the members of the Board, the
28 Board may waive the second reading limitation and take immediate action to adopt new or revised
29 policies. The Board may also vote to waive the second reading if a proposed amendment to a policy is
30 considered housekeeping or clerical in nature.

1 **SUSPENSION OF POLICIES**

2 Any Board policy or part thereof may be suspended by an affirmative vote by a majority of the
3 members of the Board.

4 **ADMINISTRATION IN POLICY ABSENCE**

5 In cases where the Board has provided no guidelines for administrative action, the ~~director of~~
6 ~~schools~~ Superintendent shall have the power to act, but report to the Board at its next meeting.

Legal References

± T.C.A. 49-2-207(a)

Cross References

~~Role of the Board of Education 1.101~~
~~Agendas 1.403~~

Germantown Municipal School District

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|--|--|----------------------------------|---|
| Monitoring: Review: Annually | Descriptor Term: Student Transportation Management | Descriptor Code: 3.400 | Issued Date: 6/**/22 09/25/18 |
| | | Rescinds: 3.400 | Issued: 12/18/17 |

1 *General*

2 ~~The director of schools shall contract annually or as otherwise authorized by the board with the bus~~
3 ~~contractor to provide student transportation services.¹~~

4 ~~Each bus shall be equipped with the phone number for reporting safety complaints. This number shall~~
5 ~~appear on the rear bumper.²~~

6 ~~All accidents, regardless of the damage involved, must be reported to the transportation supervisor,~~
7 ~~including incidents in which any part of the bus contacts any other object or vehicle.~~

8 ~~The director of schools shall develop procedures to ensure compliance with the statutory and~~
9 ~~regulatory requirements for the transportation program.~~

10 ~~**RESPONSIBILITIES OF TRANSPORTATION CONTRACTOR**~~

11 ~~1. Each school bus and all related equipment shall be maintained in condition to operate safely at~~
12 ~~all times during the school year and shall conform to specifications as set forth by the State Board~~
13 ~~of Education¹ and National Highway Traffic Safety Administration.~~

14 ~~2. Each bus driver shall obey all applicable state rules and regulations.~~

15 ~~3. Bus Contractor shall have on file on the director of schools' office a current statement of liability~~
16 ~~and property damage insurance coverage.~~

17 ~~4. Bus Contractor must specify for the director of schools' approval of the name of all designated~~
18 ~~drivers including approved substitute drivers.~~

19 ~~5. Bus Contractor shall submit to the director of schools the results of every approved bus driver's~~
20 ~~latest physical examination.~~

21 ~~6. Participate fully in the complaint process as outlined below.~~

22 ~~7. Comply with recordkeeping requirements as outlined below. This includes the responsibility to~~
23 ~~furnish the transportation supervisor with all necessary records on a regular basis.~~

24 ~~**TRANSPORTATION OF SPECIAL NEEDS STUDENTS**~~

25 ~~If transportation of students with special needs to and from school is necessary, the need for~~
26 ~~transportation shall be designated in the student's IEP. The transportation of disabled students shall be~~

1 in accordance with the Tennessee Children with Disabilities Act. No Germantown Municipal School
2 District student with disabilities may be transported in a Board-owned vehicle or bus unless a person in
3 addition to the driver of any motor vehicle or bus utilized for transporting children with disabilities is
4 designated to check each vehicle or bus at the school from which the student is being transported and
5 any destination to which the student is being transported to ensure that all children have left the vehicle
6 or bus. The name, address, and telephone number of the person designated to check the bus or vehicle
7 along with the name of the driver of the vehicle or bus shall be entered on a vehicle log each time the
8 vehicle or bus departs the school and/or arrives at its destination. This same information shall be
9 recorded on the vehicle log any time students are required to exit the vehicle for any purpose. The
10 vehicle log shall be kept in the glove compartment of the vehicle at all times.

11 The Superintendent shall designate either a District employee or contracted personnel to keep records
12 of transportation costs and the number of pupils transported on a monthly basis and report such
13 information to the Commissioner of Education.

14 **TRANSPORTATION SUPERVISOR³**

15 The director of schools shall appoint a transportation supervisor for the system. He/she shall be
16 responsible for the monitoring and oversight of transportation services for the district.

17 The transportation supervisor shall complete a student transportation management training program
18 upon appointment. Every year the transportation supervisor shall complete a minimum of four (4)
19 hours of training annually.

20 The director of schools shall ensure that training is completed and provide the state department of
21 education with appropriate documentation.

22 **COMPLAINT PROCESS⁴**

23 The following procedure will govern how students, teachers, staff, and community members shall
24 submit bus safety complaints:

25 1. All complaints shall be submitted to the Call Center. The transportation supervisor will access
26 the Call Center complaints on a daily basis.

27
28 2. Forms may be submitted in person, via phone call, mail, or email.

29 a. Written complaints shall be submitted on forms located on the district's website. In the
30 case of a complaint received via phone, the person receiving the phone call shall be
31 responsible for filling out the form and submitting it to the transportation supervisor.

32 The transportation supervisor shall begin an investigation of all bus safety complaints within twenty-
33 four (24) hours of receipt.

34 Within forty eight (48) hours of receipt of the initial complaint, the transportation supervisor shall
35 submit a preliminary report to the director of schools. This report shall include:

36 1. The time and date the complaint was received;

- ~~2. The name of the bus driver;~~
- ~~3. A copy or summary of the complaint; and~~
- ~~4. Any prior complaints or disciplinary actions taken against the driver.~~

~~Within sixty (60) school days of receiving the initial complaint, the transportation supervisor shall submit a final written report to the director of schools that details the investigation's findings as well as the action taken in response to the complaint.~~

~~An annual notice of this complaint process shall be provided to parents and students. This information shall be made available in the student handbook and district web site.~~

RECORDKEEPING⁵

~~The transportation supervisor shall be responsible for the collection and maintenance of the following records:~~

- ~~1. Bus maintenance and inspections forms;~~
- ~~2. Bus driver credentials, including required background checks, health records, and performance reviews;~~
- ~~3. Driver training records;~~
- ~~4. Accident/Incident reports; and~~
- ~~5. Complaints received, and any records related to the investigation and complaints.~~

Legal References

- ~~1. TCA 49-6-2109; TRR/MS-0520-01-05~~
- ~~2. TCA 49-6-2116(d)(3)~~
- ~~3. TCA 49-6-2116(a)(c)~~
- ~~4. TCA 49-6-2116(d)(1),(2)~~
- ~~5. TCA 49-6-2116(d)(5)~~

Cross References

- ~~Scheduling and Routing 3.401~~
~~Board Owned Vehicles 3.402~~
~~Private Vehicles 3.403~~

Generally

Transportation shall be provided for all Germantown resident elementary school students who live more than one and one-half (1 ½) miles of the nearest accessible route from the school to which they are assigned by the Board. Transportation shall be provided for all Germantown resident middle and high school students who live more than two (2) miles of the nearest accessible route from the school to which they are assigned by the Board. Transportation for all Germantown non-resident students shall be

1 provided by the students' parents. If a parent chooses to send his/her child to a school in the system other
2 than the school associated with his/her residential bus stop, the parent must provide transportation to and
3 from that school.

4 All Board-owned vehicles used to transport students to and from school-related activities shall comply
5 with applicable rules and regulations promulgated by the State Board of Education. Board-owned buses
6 or contracted buses may be used by athletic teams and other school groups, provided such trips are
7 recommended by the Principal and paid for by the school. The Principal shall make all transportation
8 arrangements with the Superintendent's designee. Only properly licensed bus drivers may drive school
9 buses for extracurricular trips. The driver of any vehicle rented or leased by the District to transport
10 students shall be properly licensed and insured according to State and/or Federal laws. At no time may
11 any Board-owned or rented vehicle be used to transport more passengers than the manufacturer's rated
12 capacity for the vehicle. Students that are transported in Board-owned vehicles must wear seatbelts
13 provided in said vehicle.

14 No GMSD employee who has been convicted of any of the following violations may transport GMSD
15 students:

16 (A) Driving under the influence of an intoxicant during five (5) years prior to operating a Board-
17 owned vehicle;

18 (B) Vehicular assault as prohibited by T.C.A. § 39-13-106;

19 (C) Vehicular homicide as prohibited by T.C.A. § 39-13-213(a)(2);

20 (D) Aggravated vehicular homicide as prohibited by T.C.A. § 39-13-218;

21 (E) Manufacture, delivery, sale or possession of a controlled substance as prohibited by T.C.A.
22 §39-17-417; or

23 (F) Manufacture, delivery, sale or possession of a controlled substance analogue as prohibited
24 by T.C.A. § 39-17-454.

25 **Bus Stops**

26 No student may exit the bus at a destination other than that student's designated bus stop. No student
27 shall be allowed to exit the bus at a stop other than the student's regular bus stop unless the student
28 provides the driver with a signed note from the parent or guardian informing the driver of the change in
29 the student's bus stop for the day or unless the student poses a safety threat to himself/herself or others.
30 The driver shall turn the note over to the Principal of the school at which the student attends as soon as
31 practical after the completion of the route.

32 In the event that the driver finds it necessary for a student to exit the bus at a stop other than the student's
33 designated stop in order to preserve the safety of other student passengers or the driver, the driver shall
34 contact the Superintendent's designee and await instructions for removal of the student from the bus.

35 A driver shall report to school authorities as soon as possible, but no later than the end of the route, any
36 student refusing to obey the driver or exiting the bus without the driver's permission at a point other than
37 the student's destination for that trip.

1 **Transportation of Special Needs Students**

2 If transportation of students with special needs to and from school is necessary, the need for
3 transportation shall be designated in the student's IEP. The transportation of disabled students shall be
4 in accordance with the Tennessee Children with Disabilities Act. No GMSD student with disabilities
5 may be transported in a Board-owned vehicle or bus unless a person in addition to the driver of any
6 motor vehicle or bus utilized for transporting children with disabilities is designated to check each
7 vehicle or bus at the school from which the student is being transported and any destination to which the
8 student is being transported to ensure that all children have left the vehicle or bus. The name, address
9 and telephone number of the person designated to check the bus or vehicle along with the name of the
10 driver of the vehicle or bus shall be entered on a vehicle log each time the vehicle or bus departs the
11 school arrives at its destination. The vehicle log shall be kept in the glove compartment of the vehicle
12 at all times.

13 The Superintendent shall designate either a District employee or contracted personnel to:

- 14 a) Keep records of transportation costs and the number of pupils transported on a monthly
15 basis, and report such information to the Commissioner of Education; and
- 16 b) Be responsible for surveying all bus routes and scheduling bus transportation, including the
17 determination of bus stops and the assignment of students.
18

19 **Responsibilities of Transportation Supervisor**

20 The Superintendent shall appoint a "Transportation Supervisor". The Transportation Supervisor shall
21 be responsible for the monitoring and oversight of transportation services for the District.

22 The Transportation Supervisor shall complete a Student Transportation Management Training Program
23 developed jointly by the Departments of Safety and Education upon being appointed and, thereafter,
24 shall complete a minimum of four (4) hours of annual training approved by those departments.

25 The Transportation Supervisor shall ensure that the following records are collected and maintained:

- 26 a) Bus maintenance and inspections;
27
- 28 b) Bus driver credentials, including required background checks, health records, and
29 performance reviews;
30
- 31 c) Driver training records; and
32
- 33 d) Complaints received and any records related to the investigation of those complaints.

34 The Transportation Supervisor shall be responsible for ensuring that this policy is included on the
35 District's website and in each of GMSD's student handbooks.

36

1 **Bus Safety Complaint Procedure**

2 Students, parents, teachers, staff and the community are encouraged to report school bus safety
3 complaints on a form that is developed by the Transportation Supervisor. The complaint form shall be
4 available at the reception desk of each school, the reception desk of the School District Administration
5 Office and on the District's website. Complaints may also be reported to a telephone number that is
6 displayed on the bumper of each school bus serving the District and which shall also be listed on the
7 District's website. (The Transportation Supervisor shall be responsible for ensuring that said telephone
8 number is displayed on the bumper of each school bus serving the District and that the telephone number
9 is listed on the District's website). If the complaint is made over the telephone, using the aforementioned
10 telephone number, the person designated to field the telephone complaints shall record the complaint on
11 the complaint form that is developed by the Transportation Supervisor. Each complaint form shall be
12 time and date stamped upon receipt by the District.

13 The Transportation Supervisor shall ensure that the investigation of all complaints of safety violations
14 or concerns is commenced within twenty-four (24) hours of receipt. Within forty-eight (48) hours of
15 receipt of the complaint, a preliminary report of shall be issued to the Superintendent. The preliminary
16 report shall include the following information:

- 17 a) The time and date of receipt of the complaint;
- 18
- 19 b) A copy or summary of the complaint;
- 20
- 21 c) The name of the driver of the school bus on which the complaint arose; and
- 22
- 23 d) A list of all prior complaints or disciplinary actions, if any, taken against the bus driver.

24 Within sixty (60) school days of receipt of the complaint, the Transportation Supervisor shall ensure that
25 a final report to the Superintendent that includes the following information is issued:

- 26 a) Any findings of the investigation; and
- 27 b) Any action taken in response to the complaint.

28

29 **Contracted Bus Service**

30

31 The Superintendent may contract for student transportation services.

32

33 In the event that the Superintendent contracts for student transportation services the Superintendent shall
34 ensure that the following requirements of the bus contractor are satisfied:

- 35
- 36 a) Each school bus and all related equipment shall be maintained in condition
37 to operate safely at all times during the school year and shall conform to
38 specifications as set forth by the State Board of Education and the National
39 Highway Traffic Safety Administration.

- 1
- 2 b) Each bus driver shall obey all applicable state rules and regulations.
- 3
- 4 c) Each school bus owner shall have on file in the Superintendent's office a
5 current statement of liability and property damage insurance coverage carried
6 on the bus in the amounts prescribed by State Board rules.
- 7
- 8 d) Each school bus driver shall follow GMSD policies regarding the
9 transportation of students or be prohibited from transporting GMSD students.
- 10
- 11 e) Each school bus driver must pass an annual physical and mental examination,
12 a drug screen and a background check or be prohibited from transporting
13 GMSD students.
- 14
- 15 f) Each school bus driver must possess a current Tennessee Commercial
16 Driver's License with school bus and passenger endorsements in the
17 appropriate Vehicle Class.
- 18
- 19
- 20 g) Each school bus driver must possess the proper school bus endorsement as
21 provided by T.C.A. § 55-50-302.
- 22

23 **Viewing Video Footage**

24 Parents desiring to view video footage collected from school buses, if any, shall contact the GMSD
25 Deputy Superintendent, Chief of Operations. Video footage shall be viewed under the supervision of
26 the GMSD Deputy Superintendent, Chief of Operations.

27 The viewing of all video footage shall comply with T.C.A. § 10-7-504, the Family Educational Rights
28 and Privacy Act (20 U.S.C. § 1232g), and other relevant state and federal privacy laws.

29 Video footage collected from video cameras installed inside school buses, if any, shall only be kept for
30 ten (10) calendar days.

31

Legal References

T.C.A. § 49-5-413
T.C.A. § 49-6-2101
T.C.A. § 49-6-2105
T.C.A. § 49-6-2107
T.C.A. § 49-6-2108
T.C.A. § 49-6-2109
T.C.A. § 49-6-2110
T.C.A. § 49-6-2111

| | |
|--|---|
| T.C.A. § 49-6-2114 | |
| T.C.A. § 49-6-2115 | |
| T.C.A. § 49-6-2116 | 1 |
| T.C.A. § 49-6-2118 | |
| T.C.A. § 49-6-2119 | 2 |
| T.C.A. § 55-50-302 | |
| State Board of Education Rule 0520-01-05 | 3 |

| Germantown Municipal School District | | | |
|--|---|----------------------------------|---|
| Monitoring: Review: Annually, in April | Descriptor Term: Scheduling and Routing | Descriptor Code: 3.401 | Issued Date: 6/**/22 05/05/14 |
| | | Rescinds: | Issued: |

- 1 The transportation supervisor shall be responsible for surveying all bus routes and scheduling bus
2 transportation, including the determination of bus stops and the assignment of students.
3
4 Appeals of transportation decisions shall be made to the director of schools.
5
6 Students shall not be in transit to and from school more than one hour each way.¹
7
8 Once the official route is begun, stops shall only be made to take on, discharge or transfer students.
9 Buses are not to make any nondesignated stops, except for emergencies, when transporting students.
10
11 No student may exit the bus at a destination other than that student’s designated bus stop. The director
12 of schools shall develop procedures that allow a student to exit the school bus at an alternative
13 location.
14
15 In the event that the driver finds it necessary for a student to exit the bus at a stop other than the
16 student’s designated stop in order to preserve the safety of other student passengers or the driver, the
17 driver may remove the offending student from the bus provided that the driver secures the safety of the
18 student for the uncompleted trip. A driver shall report to school authorities as soon as possible, but no
19 later than the end of the route, any student refusing to obey the driver or exiting the bus without the
20 driver’s permission at a point other than the student’s destination for that trip.²
21
22 Students who ride school buses shall attend the school designated unless the Board designates an
23 alternate school. If a parent chooses to send her/her child to another school in the system, the parent
24 must provide transportation to and from that school.

Legal References

1. TCA 49-6-2105
2. TCA 49-6-2118(c), (d)

Cross References

Bus Conduct 6.308

Germantown Municipal School District

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|--|---|----------------------------------|---|
| Monitoring: Review: Annually | Descriptor Term: Board Owned Vehicles | Descriptor Code: 3.402 | Issued Date: 6/**/22 09/25/18 |
| | | Rescinds: | Issued: |

1 ~~BOARD-OWNED VEHICLES~~

2 ~~All Board-owned vehicles used to transport students to and from school-related activities shall comply with applicable rules and regulations promulgated by the State Board of Education.[†] Board-owned~~
3 ~~vehicles or contracted buses may be used by athletic teams and other school groups, provided such trips~~
4 ~~are recommended by the Principal and paid with school funds. The Principal or designee shall make all~~
5 ~~transportation arrangements with the Superintendent or designee. Only properly licensed drivers may~~
6 ~~drive board-owned vehicles for extracurricular trips. The driver of any vehicle rented, leased, or owned~~
7 ~~by the District to transport students shall be properly licensed and insured according to State and/or~~
8 ~~Federal laws. At no time may any Board-owned or rented vehicle be used to transport more passengers~~
9 ~~than the manufacturer's rated capacity for the vehicle. Students that are transported in Board-owned~~
10 ~~vehicles must wear seatbelts provided in said vehicle.~~

12 ~~No Germantown Municipal School District employee who has been convicted of any of the following~~
13 ~~violations may transport Germantown Municipal School District students:~~

14 ~~(A) Driving under the influence of an intoxicant during five (5) years prior to operating a Board-~~
15 ~~owned vehicle;~~

16
17 ~~(B) Vehicular assault as prohibited by T.C.A. 39-13-106;~~

18
19 ~~(C) Vehicular homicide as prohibited by T.C.A. 39-13-213(a)(2);~~

20
21 ~~(D) Aggravated vehicular homicide as prohibited by T.C.A. 39-13-218;~~

22
23 ~~(E) Manufacture, delivery, sale, or possession of a controlled substance as prohibited by T.C.A. 39-~~
24 ~~17-417; or~~

25
26 ~~(F) Manufacture, delivery, sale, or possession of a controlled substance analogue as prohibited by~~
27 ~~T.C.A. 39-17-454.~~

28 The Superintendent or designee shall approve and maintain a list of employees assigned to operate
29 Board-owned vehicles on a full-time or occasional basis. Such use shall be restricted to job-related use
30 and/or uses approved by the Superintendent or designee. All accidents involving Board-owned vehicles,
31 regardless of damage involved, must be immediately reported to the **GMSD Deputy Superintendent,**
32 Chief of Operations. No one other than Germantown Municipal School District employees, Board
33 Members, students, ~~and/or~~ **volunteers and/or persons authorized by the Superintendent or designee** shall
34 be permitted to be transported in Board-owned vehicles.

- 1 Employees operating Board-owned vehicles shall be properly licensed. Employees that operate a Board-
- 2 owned vehicle shall submit to an MVR prior to operating a Board-owned vehicle and by no later than
- 3 January 15 of each year thereafter.

Legal References

1. State Board of Education Rule 0520-01-05

Cross References

- ~~Student Transportation Management 3.400~~
~~Scheduling and Routing 3.401~~
~~Private Vehicles 3.403~~

Germantown Municipal School District

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|--|---|----------------------------------|---|
| Monitoring: Review: Annually | Descriptor Term: Religious Content of Courses | Descriptor Code: 4.804 | Issued Date: 6/**/22 07/11/16 |
| | | Rescinds: | Issued: |

1 Educational content which consists of religious themes shall be presented in a factual, objective, and
 2 respectful manner in accordance with the following guidelines:

- 3 1. Religious themes may be a part of the curriculum for school-sponsored activities and programs
 4 provided it is essential to the learning experience in the various fields of study and is presented
 5 objectively;
- 6 2. The inclusion of religion shall be for educational purposes only;⁺
- 7 3. The emphasis on religious themes should be only as extensive as necessary for a balanced and
 8 comprehensive study of the curriculum. Such studies shall never be used to proselytize, establish,
 9 foster, or demean any particular religion, religious tenets, or beliefs; and¹
- 10 4. Student-initiated expressions to questions or assignments which reflect their beliefs or non-
 11 beliefs about a religious theme shall be accommodated.

Legal References

~~1. Public Acts of 2016, Chapter No. 660~~

T.C.A. 49-6-1005

~~Cross-References~~

~~Basic Curriculum Program 4.20~~

~~Staff Rights & Responsibilities 5.600~~

Germantown Municipal School District

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|--|---|----------------------------------|---|
| Monitoring: Review: Annually | Descriptor Term: Child Abuse and Child Sexual Abuse | Descriptor Code: 6.409 | Issued Date: 6/**/22 10/26/21 |
| | | Rescinds: 6.409 | Revised: 08/24/21 |

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, law enforcement, as well as the appropriate GMSD personnel. All
3 personnel shall be alert for any evidence of child abuse or neglect.⁺ It is the law of the State of
4 Tennessee that teachers and other persons employed in the public school system are required to report
5 suspected child abuse and child sexual abuse.⁺ The following reporting guidelines will be followed by
6 all GMSD employees.

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

10 **Child Abuse Coordinator**²

11 A Child Abuse Coordinator and an Alternate Child Abuse Coordinator has been assigned to each
12 GMSD school. The name and contact information for each **Child Abuse Coordinator** and **Alternative**
13 **Child Abuse Coordinator** shall be posted in each GMSD school at the commencement of each school
14 year. Additionally, the names and contact information of the Child Abuse Coordinators and Alternative
15 Child Abuse Coordinators for each school shall be submitted to the Department of Children’s Services
16 at the commencement of each school year.

17 The Child Abuse Coordinator and the Alternative Child Abuse Coordinator shall serve in the capacity
18 set forth by TC.A. § 49-6-1601 and shall likewise receive the training set forth in that State law.²

19 **REPORTING**

20

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

25 B. The person receiving the information from the child must:

- 26 (i) Allow the child to say what happened in the child's own words;
27
28 (ii) Avoid conducting an investigation by asking the child detailed questions;
29
30 (iii) Make every effort to write down the child's exact words;
31

- 1 (iv) Refrain from making any statements to the child about the alleged abuse, the
2 alleged abuser, or the consequences of the child reporting the alleged abuse; and
3
4 (v) Immediately notify the school Child Abuse Coordinator and report the
5 information to the Department of Children's Services and law enforcement⁴,
6 provided, however, when the alleged abuse involves someone employed by,
7 previously employed by or otherwise affiliated with the school, the report may
8 be made directly to the Department of Children's Services and law enforcement
9 prior to notifying the school's Child Abuse Coordinator.
10

11 II. Teachers, school officials, and other school personnel should be observant of any bruising,
12 injury, markings, or other unusual behavior that may be the result of child abuse or neglect,
13 and immediately report any suspicions to the school's Child Abuse Coordinator.³
14 Photographs of any bruising, injury, or markings must not be taken by any school Child
15 Abuse Coordinator, teacher, official, or other school personnel. Upon receiving a report of
16 suspicion of child abuse or child sexual abuse, the Child Abuse Coordinator, along with the
17 reporting school personnel who obtained the information from the child, must report any
18 suspected child abuse or child sexual abuse to the Department of Children's Services and
19 law enforcement.

20 III. If a third party informs a teacher, school official, or other school personnel of a reasonable
21 suspicion that a child at the school may be the victim of child abuse or child sexual abuse, then
22 the teacher, school official, or other school personnel must:
23

- 24 a. Encourage the third party to report the suspicion to the Department of Children's
25 Services and law enforcement;
26 b. Notify the school's Child Abuse Coordinator; and
27 c. Report all information received from the third party to the Department of Children's
28 Services and law enforcement.

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

33 V. (1) In conjunction with the Department of Children's Services, School Child Abuse
34 Coordinators, teachers, school officials and other school personnel shall provide information relevant
35 to the suspected child abuse, child sexual abuse, or neglect to the child's parent or guardian if:
36

- 37 1. Federal law or regulation mandates disclosure and (2) if the parent or guardian is not alleged to
38 be the perpetrator, or in any way complicit in the child abuse, child sexual abuse, or neglect.
39
40 2. School Child Abuse Coordinators, teachers, school officials, and other school personnel shall

1 NOT provide information relevant to the suspected child abuse or child sexual abuse to the
 2 child's parent or guardian if: (1) federal law or regulation does not mandate disclosure (2) if the
 3 parent or guardian is alleged to be the perpetrator or in any way complicit in the child abuse or
 4 child sexual abuse. Under such circumstances, all questions from parents or guardians
 5 concerning the alleged child abuse or child sexual abuse shall be referred to the investigating
 6 law enforcement agency and the Department of Children's Services.

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

10 INVESTIGATIONS

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

16 PENALTIES

17
 18 Any person required to file a report regarding suspected child abuse and neglect who is found guilty of
 19 failure to do so is subject to disciplinary action up to and including termination, as well as current legal
 20 penalties established by state law.

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

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

Legal References

1. ~~TCA 49-6-1601~~
2. ~~TCA 37-1-408~~
3. ~~TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605(a)(4)~~
4. ~~TCA 37-1-403(a)(2); TCA 49-6-1601~~
5. ~~TCA 37-1-611(b)~~
6. ~~Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)~~

T.C.A. 37-1-403

T.C.A. 37-1-408

Cross-References

- ~~Recommendations and File Transfers 5.203~~
~~Staff-Student Relations 5.610~~
~~Interrogations and Searches 6.303~~
~~Student Discrimination, Harassment, Bullying, Cyberbullying, and Intimidation 6.304~~
~~Title IX & Sexual Harassment 6.3041~~
~~Promoting Student Welfare 6.400~~

T.C.A. 37-1-412

T.C.A. 37-1-602

T.C.A. 37-1-605

T.C.A. 37-1-611

T.C.A. 49-6-1601

Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

Germantown Municipal School District

| | | | |
|--|--|----------------------------------|--|
| Monitoring: Review: Annually | Descriptor Term: Discipline Policy | Descriptor Code: 6.313 | Revised Date: 6/**/22 12/14/21 |
| | | Rescinds: 6.313 | Issued: 10/26/21 |

1 This Policy applies to behavior violations that take place on school grounds; property under the
2 school's jurisdiction during school hours; at bus stops; en route to and from school, but not limited to,
3 school buses; off grounds at school-sponsored activities; or off school grounds if the behavior is
4 disruptive to the learning environment or constitutes a threat to the safety, health, or welfare of a
5 student or students and/or school personnel. The following categories of misbehavior and disciplinary
6 procedures and options are designed to protect all members of the educational community in the
7 exercise of their rights and duties. Alternative disciplinary practices such as parent/student
8 teacher conference, parent/student administrator conference, consultation with school counselor or
9 district social worker, referral to outside agencies when necessary, behavioral accommodations,
10 behavioral contracts or plans, loss of privileges, and individual incentive plans, shall be used when
11 disciplining kindergarten and pre-kindergarten students. In these grades, exclusionary discipline shall
12 only be used as a measure of last resort.

13 For infractions not specifically listed below, school principals shall assign discipline in accordance
14 with the category that appears to be comparable to the offenses specifically listed in the category.

15 This document is not intended to be exclusive or all-inclusive. Its purpose is to maintain a safe learning
16 environment. Disciplinary measures shall be implemented in a way that:

- 17 1. Balances accountability with an understanding of traumatic behavior;
- 18 2. Teaches school and classroom rules while reinforcing that violent or abusive behavior is not
19 allowed at school;
- 20 3. Minimizes disruptions to education with an emphasis on positive behavioral supports and
21 behavioral intervention plans;
- 22 4. Creates consistent rules and consequences; and
- 23 5. Models respectful, non-violent relationships.

24 In order to ensure that these goals are accomplished, the school district shall utilize the following
25 trauma-informed discipline practices: behavior intervention plans, consultation with school
26 counselor or district social worker, referral to outside agencies, multi-tiered system of supports,
27 incentives, and restorative practices.

28 **MISBEHAVIORS: *Category A – State Zero Tolerance***

29 ***Examples of Behaviors (not an exclusive listing):***

- 1 1. Aggravated assault resulting in serious bodily injury upon any teacher, principal,
2 administrator, any other employee of an LEA or SRO;
- 3 2. Unlawful possession, sale, or evidence of use of any drug, including controlled
4 substances, as defined by T.C.A. § 39-17-402 - § 39-17-415, controlled
5 substance analogues, as defined by T.C.A. § 39-17-454, or legend drugs, as
6 defined by T.C.A. § 53-10-101, on school property, or property under the
7 school's jurisdiction during school hours, or at a school-sponsored activity.
- 8 3. Unauthorized possession of a firearm on school property, or property under the
9 school's jurisdiction during school hours, or at a school-sponsored event.

10 **Disciplinary Options:** Students found **guilty of to have committed** a Category A offense shall be
11 suspended for 180 days. Notification will be made to law enforcement authorities. Any
12 modification of this penalty can only be made by the Superintendent.

13 In addition to the consequences listed above, the following may be necessary:

- 14 • Referral to school counselor/district social worker or transition specialist
- 15 • Development of behavior plan/determination of additional supports
- 16 • Referral to outside agency

17 **MISBEHAVIORS: *Category B***

18 ***Examples of Behaviors (not an exclusive listing):***

- 19 1. Possession of a knife or any other potentially lethal weapon, taser, or explosive
20 on school property or at a school-sponsored activity;
- 21 2. Evidence of drinking or possession of alcoholic beverages in school or at a
22 school sponsored activity;
- 23 3. Off-campus criminal behavior resulting in a felony charge, when the behavior
24 poses a danger to persons or property or disrupts the educational process;
- 25 4. Gang Activities- Activity that is threatening and/or intimidating, harassing in
26 nature or recruiting; gang notebook with pledges, codes and symbols that are
27 used in communication such as threats and warnings and recruiting; gang related
28 fights, and all types of violent acts; gang graffiti especially drawn on school
29 property; electronic devices with recognized gang text, gang symbols/signs, and
30 language or actions that are threatening and or intimidating;
- 31 5. Evidence of use or possession of drug paraphernalia, substances for huffing, any
32 substance under guise of it being a controlled substance or prescription drug,
33 and/or medical preparations without proper medical authorization;
- 34 6. Possession, use, or distribution of counterfeit money on school property or at any
35 school sponsored activity;

- 1 7. Assault and/or battery upon any teacher, administrator, school resource officer,
2 or any other employee of GMSD;
- 3 8. Failure to report threat of mass violence;
- 4 9. Any hacking or cyberattack of GMSD technology.

5 **Disciplinary Options:** Students found **guilty of to have committed** a Category B offense shall be
6 **subject to the following disciplinary options.** ~~suspended for 180 days, unless modified via the~~
7 ~~DHA appeal process.~~ Notification will be made to law enforcement authorities.

8 ~~In addition to the consequences listed above, the following may be necessary:~~

- 9 • ~~Referral to school counselor/district social worker or transition specialist~~
- 10 • ~~Development of behavior plan/determination of additional supports~~
- 11 • ~~Referral to outside agency~~

12 ○ Restitution

13 ○ Referral to school counselor/district social worker or transition specialist

14 ○ Restorative practices

15 ○ Development of behavior plan/determination of additional supports

16 ○ Referral to outside agency

17 ○ In-School Suspension

18 ○ Out of School Suspension (1-10 days)

19 ○ Expulsion (11-180 days)

20 **MISBEHAVIORS: Category C**

21 ***Examples of Behaviors (not an exclusive listing):***

- 22 1. Threatening bodily harm to any student or school personnel, including
23 transmitting by an electronic device any communication containing a credible
24 threat to cause bodily injury or death to a school employee or student and the
25 transmission of such threat creates actual disruptive activity at the school that
26 requires administrative intervention;
- 27 2. Making a threat, including a false report, to use a bomb, dynamite, any other
28 explosive or destructive device, including chemical weapons, on school property
29 or at a school-sponsored event;

- 1 3. Smoking and or the possession of tobacco products by students while in or on
2 school properties or under the school's jurisdiction during school hours or while
3 participating in a school-sponsored event. This also includes electronic cigarettes
4 and/or vapors;
- 5 4. Any gang related activity or action not specified in Category B;
- 6 5. Malicious destruction of or damage to school property, including the property of
7 any person attending or assigned to the school;
- 8 6. Stealing or misappropriation of school property or personal property (regardless
9 of the intent to return);
- 10 7. Immoral disreputable conduct;
- 11 8. Insubordination with any teacher, administrator, school resource officer, or any
12 other employee of the LEA;
- 13 9. Making a false report of harassment, intimidation, bullying, cyberbullying or
14 hazing;
- 15 10. Providing false evidence in a harassment, intimidation, bullying, cyberbullying
16 or hazing investigation;

17 **Disciplinary Options:** Students found to have committed a Category C offense shall be subject to
18 the following disciplinary options. When appropriate for Category C offenses, notification will be
19 made to law enforcement authorities.

- 20 ○ Restitution
- 21 ○ Referral to school counselor/district social worker or transition specialist
- 22 ○ Restorative practices
- 23 ○ Development of behavior plan/determination of additional supports
- 24 ○ Referral to outside agency
- 25 ○ In-School Suspension
- 26 ○ Out of School Suspension (1-10 days)
- 27 ○ Expulsion (11-180 days)

31 **MISBEHAVIORS:** *Category D*

32 **Examples of Behaviors (not an exclusive listing):**

- 1 1. Open or continued defiant attitude or willful disobedience toward a member of
2 school staff;
- 3 2. Vulgar, profane, immoral disreputable, or rude remarks or non-verbal action(s)
4 to a staff member or fellow student;
- 5 3. Physical or verbal intimidation or threats to other students, including hazing;
- 6 4. Threatening bodily harm to any student or school personnel, including
7 transmitting by an electronic device any communication containing a credible
8 threat to cause bodily injury or death to a school employee or student and the
9 transmission of such threat creates actual disruptive activity at the school that
10 requires administrative intervention;
- 11 5. Fighting in or on school property or any area under the school's jurisdiction
12 during school hours unless, in accordance with state law, the principal
13 recommends no disciplinary action for a student who is deemed to have acted in
14 self-defense, including school bus stops;
- 15 6. Possession of mace or other disabling sprays;
- 16 7. Gambling
- 17 8. Inappropriate use of electronic media, including but not limited to: all calls (land
18 line, cell phone, computer generated), instant messaging, text messaging, audio
19 recording devices, iPods, MP3s, or any type of electronic music or entertainment
20 device, cameras, camera phones, and all social media;
- 21 9. Harassment on the basis of sex, race, religion, natural origin, ethnicity, gender,
22 disability;
- 23 10. Harassment, bullying, intimidation, cyberbullying, hazing;
- 24 11. Inciting, advising, or counseling of others to engage in any acts in Categories A,
25 B, or C;
- 26 12. Violating the GMSD Use of Internet policy (depending on severity)
- 27 13. Continuous and/or severe Category E offenses

28 **Disciplinary Options: Students found to have committed a Category D offense shall be subject to**
29 **the following disciplinary options. When appropriate for Category D offenses, notification will be**
30 **made to law enforcement authorities.**

- 31 ○ Parent-Principal Conference
- 32 ○ Overnight Suspension
- 33 ○ Referral to guidance, prevention liaison, and/or social worker

- 1 ○ Restorative Practices
- 2 ○ Development of a behavior plan/determination of additional supports
- 3 ○ In-School Suspension
- 4 ○ Out-of-School Suspension (1-10 days)
- 5 ○ Expulsion (11-180 days)

6 **MISBEHAVIORS: Category E**

7 ***Examples of Behaviors (not an exclusive listing):***

- 8 1. Disturbances of the classroom, cafeteria, or other school activity;
- 9 2. Habitual and/or excessive classroom tardiness;
- 10 3. Cutting class or leaving school grounds without permission;
- 11 4. Being in an unauthorized area without permission;
- 12 5. Possession of lighters or matches;
- 13 6. Cheating and lying;
- 14 7. Abusive language;
- 15 8. Failure to do assignments or carry out directions;
- 16 9. Inciting, advising, or counseling others to engage in any acts in any category;
- 17 10. Wearing while on the grounds of a public school during the regular school day,
18 clothing that exposes underwear or body parts in an indecent manner that disrupts the
19 learning environment; and
- 20 11. Violating the GMSD Use of Internet policy (depending on severity)

21 ***Disciplinary Options: Students found to have committed a Category E offense shall be subject to***
22 ***the following disciplinary options.***

- 23 ○ Parent-Principal Communication
- 24 ○ Verbal reprimand
- 25 ○ Special Assignment
- 26 ○ Restricting activities

- 1 ○ Assigning work details
- 2 ○ Counseling
- 3 ○ Withdrawal of privileges
- 4 ○ Strict supervised study
- 5 ○ Restorative Practices
- 6 ○ Detention
- 7 ○ In-school suspension

8 Multiple infractions of any one or more of the offenses in Category E over a period of time by a
9 student may result in an out-of-school suspension at the discretion of the school administrators.

10 **ADDITIONAL GUIDELINES:**

- 11 1. A student shall not be suspended solely because charges are pending against him/her in
12 juvenile or other court.
- 13 2. A principal shall not impose successive short-term suspensions that cumulatively exceed ten
14 (10) days for the same offense.
- 15 3. A teacher or other school official shall not reduce or authorize the reduction of a student's
16 grade because of discipline problems except in deportment or citizenship.
- 17 4. A student shall not be denied the passing of a course or grade promotion solely on the basis of
18 absences except as provided by board policy.
- 19 5. A student shall not be denied the passing of a course or grade promotion solely on the basis of
20 failure to:
 - 21 a. pay any activity fee;
 - 22 b. pay a library or other school fine; or
 - 23 c. make restitution for lost or damaged school property.

24 **MANDATORY TRAINING**

25 All GMSD teachers, administrators, school support staff, and school resource officers that are directly
26 responsible for a student's education who interact with students on a professional basis, shall annually
27 be trained in evidence-based behavior supports in regard to student behavior and discipline.

28 **AUTHORITY TO ENFORCE THE GMSD DISCIPLINE POLICY**

1 GMSD teachers and administrators that have received training in evidence-based behavior supports in
2 regard to student behavior and discipline are authorized to enforce this GMSD Discipline Policy, in
3 school, on school buses or at school-sponsored events, including but not limited to sporting events and
4 approved field trips that take place away from school property.

5 **RELOCATION OF STUDENTS**

6 A. All GMSD teachers, administrators, school support staff, and school resource officers that are
7 directly responsible for a student's education who interact with students on a professional basis, that
8 have received training in evidence-based behavior support in regard to student behavior and discipline
9 may:

- 10 a) relocate a student from the student's present location to another location if the student's safety
11 or the safety of others is in jeopardy; reasonable or justifiable force may only be used if the
12 student's safety or the safety of others is in jeopardy and cannot be avoided by using other
13 means to relocate the student.
14
- 15 b) intervene in physical altercations between two (2) or more students, or between a student and
16 a GMSD employee using reasonable or justifiable force, only if necessary, to end the
17 altercation by relocating the student to another location.

18 If steps beyond the use of reasonable or justifiable force are required, then the student must be allowed
19 to remain in place until local law enforcement officers or school resource officers can be summoned to
20 relocate the student or take the student into custody until a parent or guardian can retrieve the student.

- 21 B. a) Any GMSD teacher, administrator, school support staff, or school resource officer that
22 relocates a student pursuant to the terms of this policy, shall file a brief report with the
23 Principal detailing the situation that required the relocation of the student.
- 24 b) The report must be kept either in a student discipline file, in which case the report does not
25 become a part of the student's permanent record, or it must be filed in the student's permanent
26 record if the student's behavior violated the applicable zero tolerance policy.
27
- 28 c) After the teacher administrator, school support staff, or school resource officer files the
29 report, the student is subject to additional disciplinary action that may include suspension or
30 expulsion for their school.
- 31
- 32 d) The Principal/designee shall notify the teacher, administrator, school support staff, or school
33 resource officer of the actions taken to address the behavior of the relocated student.

34 **REFERRALS**

35 As a method for managing student behavior, ensuring the safety of students and ensuring students the
36 opportunity to learn in an orderly and disciplined classroom, a teacher may refer a student to the
37 Principal/designee.

1 When a teacher refers a student to the Principal/designee, the teacher shall be notified in writing or
2 electronically of the action taken.

3 Referrals shall be kept in a student discipline file and shall not become a part of the student's permanent
4 record.

5 **REMOVAL**

6 I. A teacher may submit a written request to the Principal/designee to remove a student who
7 repeatedly or substantially interferes with the teacher's ability to communicate effectively with
8 the class or with the ability of the student's classmates to learn, if the student's behavior is in
9 violation of this GMSD Discipline Policy. Said written request must include documentation that
10 the teacher has previously:

11
12 a) Taken action to address the student's disruptive behavior;

13
14 b) Provided consequences for the student's disruptive behavior;

15
16 c) Conducted an oral conference either by a documented telephone conversation or an in-
17 person discussion with the student's parent or guardian regarding the student's disruptive
18 behavior;

19
20 d) Provided an opportunity for school counseling or other support services deemed
21 appropriate to address the student's disruptive behavior;

22
23 e) Developed and implemented a plan to improve the student's behavior in a conference
24 with the student; and

25
26 f) Issued a disciplinary referral to address the student's disruptive behavior.

27
28 II. a) After the request for removal has been received by the Principal/designee, the
29 Principal/designee must give the student oral or written notice of the grounds for the
30 teacher's request to remove the student from the teacher's classroom.

31
32 b) If the student denies engaging in the conduct, then the Principal/designee must explain
33 what caused the teacher to submit a request to the Principal/designee to remove the
34 student from the teacher's classroom and give the student an opportunity to explain the
35 situation.

36 c) If the student's account is deemed to be valid, albeit different from the teacher's account,
37 and changes the Principal'/designee's perspective of the incident, then the
38 Principal/designee must render a decision regarding the student's placement.

39 In regard to a teacher request to remove a student from the teacher's classroom Principals/designees shall
40 take action consistent with this GMSD Discipline Policy, which may include:

- 1 a) Assigning the student to another appropriate classroom for a specified period of time, or
2 for the remainder of the student's assignment to the class from which the student was
3 removed;
- 4
- 5 b) Assigning the student to in-school suspension;
- 6
- 7 c) Assigning the student to alternative school;
- 8
- 9 d) Suspending the student;
- 10
- 11 e) Requiring the parents or guardians of a student who is removed from a teacher's
12 classroom and assigned to another classroom to participate in conferences before the
13 student is permitted to return to the classroom from which the student was removed; or
14
- 15 f) Denying the teacher's request to remove a student from the teacher's classroom and
16 offering appropriate supports for the teacher to address the student's disruptive behavior.

17 Any action taken in response to a teacher's request to remove a student from a teacher's classroom must
18 comply with all applicable policies, the Individuals with Disabilities Act, Section 504 of the
19 Rehabilitation Act, the constitutions of the United States and the State of Tennessee, and all applicable
20 federal and state civil rights laws.

21 **TEACHER APPEALS**

- 22 a) A teacher may file an appeal when the teacher's request to remove a student from the teacher's
23 classroom is denied.
- 24 b) The appeal shall be in writing and addressed to the GMSD Assistant Superintendent of Student
25 Services.
- 26 c) The appeal must be received by the GMSD Assistant Superintendent of Student Services within
27 three (3) business days after the teacher receives the denial of the request to remove a student
28 from the teacher's classroom.
- 29 d) The GMSD Assistant Superintendent of Student Services shall notify the teacher and
30 Principal/designee, in writing about whether the denial of the request to remove the student from
31 the teacher's classroom has been sustained or overruled.
- 32 e) The decision of the GMSD Assistant Superintendent of Student Services shall be final.

33 **NO RETALIATION**

34 A teacher shall not be terminated, demoted, harassed, or otherwise be retaliated against for filing a
35 request for a student to be removed from the teacher's classroom, or for appealing a decision to deny the
36 teacher's request to remove a student.

1 However, if a teacher abuses or overuses the student removal process provided in this policy, then the
 2 Principal/designee must address the abuse or overuse with the teacher and may require the teacher to
 3 complete additional professional development to improve the teacher's classroom management skills.

4 **ANNUAL REPORTS**

5 Each school shall annually report to the Superintendent, by July 1, the number of requests submitted by
 6 the school's teachers during the immediately preceding school year to remove a student from the
 7 teacher's classroom. The report must document the actions taken by the teacher's Principal/designee
 8 in response to each request for a student's removal. The Superintendent must compile the data
 9 provided in each school's report and issue a district-wide report to the GMSD Board of Education by
 10 August 1 following the July 1 deadline for school reports.

11 **ANNUAL REVIEW**

12 The GMSD Assistant Superintendent of Student Services must review the district's discipline policies
 13 and practices and data annually and recommend any necessary revisions to discipline policies to the
 14 GMSD Board of Education.

Legal References

T.C.A. 39-11-603
 T.C.A. 39-11-609
 T.C.A. 39-11-610
 T.C.A. 39-11-612
 T.C.A. 39-11-613
 T.C.A. 39-11-614
 T.C.A. 39-11-621
 T.C.A. 39-11-622
 T.C.A. 39-16-517
 T.C.A. 49-6-3401
~~T.C.A. § 49-6-3701~~
~~T.C.A. § 49-6-3702~~
~~T.C.A. § 49-6-3703~~
~~T.C.A. § 49-6-3704~~
 T.C.A. 49-6-4002 to 4005; 20 USCA § 7114, 7118
 T.C.A. 49-6-4004
 T.C.A. 49-6-4005
 T.C.A. 49-6-4009
 T.C.A. 49-6-4109
 T.C.A. 49-6-4215

20 USCA 7114, 7118

Germantown Municipal School District

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| Monitoring: Review: Annually | Descriptor Term: School District Records | Descriptor Code: 1.407 | Issued Date: 6/**/22 07/11/16 |
| | | Rescinds: | Issued: 12/02/13 |

1 The ~~director of schools~~ **Superintendent** shall maintain all school district records required by law,
2 regulation and **B**oard policy. Any citizen of Tennessee shall be permitted, upon written request, during
3 business hours to inspect public records maintained by the school district unless otherwise prohibited by
4 law. Any citizen of Tennessee may request in writing and receive copies of open public records subject
5 to the payment of reasonable cost.^{+2,3,4}

6 No records pertaining to individual students will be released for inspection by the public or any
7 unauthorized persons. In addition, information, records, and plans related to security and safety will not
8 be released for public inspection.⁺⁺

9 All requests to inspect or receive copies of records shall be submitted to the district's public records
10 request coordinator/records custodian.⁺²

11 Prior to producing any record, the public records request coordinator/records custodian shall ensure
12 confidential information is redacted. Original documents remain intact and confidential information in
13 copies produced for a requestor shall be redacted. ~~The director of schools shall develop a procedure to~~
14 ~~redact confidential information.~~

15 Tennessee law provides that GMSD is not responsible for sorting through files to compile information
16 or to create or recreate a record that does not exist. Any request for inspection or copying shall be
17 sufficiently detailed to enable GMSD to identify the specific records for inspection and copying. ~~unless~~
18 While Tennessee law provides that a failure to review for public records may be reviewed under a good-
19 cause standard, GMSD is committed to making every effort to provide any records requested, subject to
20 the above listed requirements and prohibitions. GMSD determines that the failure to review the public
21 records was for a good cause.

22 **REQUESTS FOR INSPECTION²**

23 Citizens requesting to inspect public records shall submit their request and a government issued photo
24 identification card with the citizen's address to the district's public records request coordinator during
25 normal business hours. Requests may be made in person, in writing, or by electronic mail (email).

26 If the records cannot be made available within seven (7) business days, the records custodian shall
27 provide a records production letter indicating the time needed to complete the request.

28 If the request to inspect is denied, the records custodian shall provide the citizen with a records request
29 denial letter indicating the basis for the denial.

30 **REQUESTS FOR COPIES²**

1 Citizens requesting copies of public records shall complete and submit the Records Request Form and
2 a government issued photo identification card with the citizen's address to the district's public records
3 request coordinator during normal business hours.

4 The public records request coordinator shall provide an estimate of the reasonable costs to produce the
5 requested records. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel
6 Schedule of Reasonable Charges found at <https://www.comptroller.tn.gov/openrecords/forms.asp> shall
7 be used to determine the reasonable cost. The citizen shall pay the estimated reasonable costs by cash
8 or check prior to the district producing the copies.

9 If the records cannot be made available within seven (7) business days, the public records request
10 coordinator shall provide a records production letter indicating the time needed to complete the
11 request.

12 If the request for copies is denied, the public records request coordinator shall provide the citizen with a
13 records request denial letter detailing the basis for the denial.

14 GMSD is permitted to charge the hourly wage of the employee(s) reasonably necessary to produce the
15 requested records above the "labor threshold". The hourly wage is based upon the base salary of the
16 employee(s) and does not include the benefits. If an employee is not paid on an hourly basis, the hourly
17 wages shall be determined by dividing the employee's annual salary by the required hours to be worked
18 per year. The "labor threshold" is defined as the labor of the employee(s) reasonably necessary to
19 produce requested material for the first hour incurred by the employee(s) in producing the material.

20 If a person makes a request for copies of a public record and, after copies have been produced, the person
21 fails to pay GMSD the cost for producing such copies, GMSD will not comply with any public records
22 request from the person until the person pays for such copies.

23 FREQUENT AND MULTIPLE REQUESTS

24 ~~When the total number of requests for copies made by a requestor within a calendar month exceeds~~
25 ~~four (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to~~
26 ~~produce copies of the requested records. Prior to charging a reasonable fee, the requestor shall be~~
27 ~~notified of this policy and provided with a Notice of Aggregation of Multiple Requestors form. The~~
28 ~~Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable~~
29 ~~Charges found at <https://www.comptroller.tn.gov/openrecords/forms.asp> shall be used to determine the~~
30 ~~reasonable cost. Further, the names of persons inspecting records and the date of inspection shall be~~
31 ~~recorded.~~ If a person makes two (2) or more requests to inspect public records within a six (6) month
32 period, for each request, the person fails to view the public record within fifteen (15) business days of
33 receiving notification that the record is available for inspection, GMSD is not required to comply with
34 any public records request from the person for a period of six (6) months from the date of the second
35 request to view public records.

36 RECORDS RETENTION

37 The ~~director of schools~~ Superintendent and/or his designee(s) shall retain and dispose of school district
38 records in accordance with the following guidelines:^{2,4}

1. The ~~director of schools~~ Superintendent and/or his/her designee(s) will determine if a particular record is of permanent or temporary value in accordance with regulations promulgated by County Public Records Commission and the Tennessee Institute for Public Services records manual,^{5,6}
2. Temporary value records which have been kept beyond the required time may be recommended to the Public Records Commission for destruction;^{7,8}
3. The records that the State Librarian and Archivist desire to preserve in their facilities will be transferred to the State Library and Archives. The temporary value records rejected by the State Library and Archives may be transferred to another institution or destroyed;^{7,8,9}
4. Permanent records will be kept in some usable form (digital, printed, microfilm, etc.). If the ~~director of schools~~ Superintendent desires to destroy the original permanent record, these records must be reproduced by microfilming or some other permanent reproduction method. Permission to destroy any original permanent record after microfilming follows the same procedure noted above for temporary records;^{6,8} and
5. The ~~director of schools~~ Superintendent shall establish procedures to safeguard against the unlawful destruction, removal or loss of records.¹⁰

DISTRICT PUBLIC RECORDS REQUEST COORDINATOR¹³

Kathleen Crowder
 Communications Specialist Coordinator
 Kathleen.crowder@gmsdk12.org, 901-752-7908

Legal References

1. T.C.A. 10-7-503
2. T.C.A. 10-7-504
3. T.C.A. 49-2-104
4. ~~T.C.A. 49-2-301(b)(1)(CC)~~
5. ~~TCA 10-7-503~~
6. ~~TCA 10-7-506(a)~~
7. ~~TCA 49-2-104~~
8. ~~TCA 10-7-401~~
9. ~~TCA 10-7-406~~
10. ~~TCA 10-7-404~~
11. ~~TCA 10-7-413~~
12. ~~TCA 10-7-414~~
13. ~~TCA 39-16-504~~
14. ~~TCA 10-7-504(p)~~
15. ~~Policy Related to Reasonable Charges a Records Custodian May Charge for Frequent and Multiple Requests for Public Records, Tennessee Comptroller of the Treasury, available at <https://www.comptroller.tn.gov/openrecords/forms.asp>.~~
16. ~~Public Acts of 2016, Chapter No. 722~~

Cross-References

- ~~Financial Reports and Records 2.701~~
~~Personnel Records 5.114~~
~~Student Records 6.600~~

Germantown Municipal School District

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|--|---------------------------------------|----------------------------------|--------------------------------|
| Monitoring: Review: Annually | Descriptor Term: Dress Code | Descriptor Code: 6.310 | Issued Date: 6/**/22 |
| | | Rescinds: 6.310 | Issued: 08/25/20 |

1 The standards for Germantown Municipal Schools dress reflect “common sense” and a concern for
2 each child’s comfort, safety, cleanliness, and sense of modesty. There is a strong relationship between
3 neat, appropriate attire and a positive learning environment. Apparel or appearance that tends to draw
4 attention to an individual, rather than to a learning situation, must be avoided.

5 Germantown Municipal School District Dress Code

6 Apparel or appearance that tends to draw attention to an individual rather than to a learning situation
7 must be avoided. In matters of opinion, the judgment of the principal/designee shall prevail.

8 To help create the best learning environment for students, the following standards for student dress
9 must be observed in all Germantown Municipal Schools:

- 10 1. Pants must be worn at the waist, must be appropriately sized, and at a safe length.
- 11 ~~2.~~ 2. Shirts, blouses, and dresses must completely cover the abdomen. ~~back, shoulders and must~~
12 ~~have sleeves.~~ Shirts or tops must cover the waistband of pants, shorts, or skirts with no midriff
13 visible. Low-cut **or strapless** blouses, shirts or tops ~~extremely tight tops, tube tops, or any top~~
14 ~~that exposes cleavage~~ are prohibited. ~~Shirts, blouses, and tops must be no longer than wrist-~~
15 ~~length.~~
- 16 3. Head apparel (~~such as hoods, hats, etc.~~), except for religious or medical reasons, must not be
17 worn inside the school building.
- 18 4. Footwear is required and must be safe and appropriate for indoor or outdoor physical activity.
- 19 5. Clothing and accessories such as backpacks, patches, jewelry, protective masks/face coverings
20 and notebooks must not display (1) racial or ethnic slurs/symbols, (2) gang affiliations, (3)
21 vulgar, subversive, or sexually suggestive images; nor should they promote products which
22 students may not legally buy, such as alcohol, tobacco, and illegal drugs.
- 23 6. For students in Grades 3-12, ~~“short shorts”, mini skirts are inappropriate attire. No shorts or~~
24 ~~skirts shorter than 4 inches above the knee are allowed~~ **must be fingertip length.**
- 25 ~~7. Waist length sweaters, sweatshirts, and lightweight jackets (appropriately sized) can be worn~~
26 ~~inside school for warmth.~~
- 27 8. Prohibited items include (1) large, long, and/or heavy chains, (2) studded or chained
28 accessories, (3) sunglasses, except for health purposes, (4) sleepwear, pajamas **and blankets**,
29 ~~and (5) facial jewelry (including tongue piercing).~~

- 1 The school administration reserves the right to determine whether the student's attire and appearance
2 are within the acceptable limits. In matters of opinion, the judgment of the principal/designee shall
3 prevail.
- 4 The principal may allow exceptions in special circumstances or occasions such as holidays, school-
5 wide programs, or special performances and may further prescribe dress in certain classes such as
6 physical education, vocational classes, and science labs.
- 7 Any student whose appearance or attire is not in accordance with the policy shall be subject to the
8 consequences as defined by the school administration.
- 9 This policy does not preclude individual schools from piloting alternative dress policies or standards
10 with permission from the Superintendent after extensive consultation with parents, teachers, and
11 students. Any deviation from the system-wide policy must be submitted in writing to the
12 Superintendent/designee for review following Germantown Municipal Schools Policies and
13 Procedures for Voluntary by School Standardized Dress Guidelines.

5.23.22 RATIONALE FOR REVISION OF POLICIES

Revisions are recommended for the following, **First Reading 5.23.22 / Second Reading 6.7.22**

The Board recommended few changes after discussion during the 5.18.22 Board Work Session. These changes can be seen in *Italics*.

Globally, substituted “Superintendent” for “Director of Schools”, removed footnote numbering, updated citations, capitalized letters and removed superfluous language. Policies with no other references to rationale have recommended changes based on the above rationale.

- 1. Updated Revision Policy 1.106 Code of Ethics – Recommend that forms be filed in the Superintendent’s office rather than just “central office”.** *Page. 1 line 9: remove the words "or servant" and add "or" in front of the word "employee"*
- 2. Revision Policy 1.301 Executive Committee**
- 3. Updated Revision Policy 1.400 School Board Meetings-Recommend adding statutory language.** *After Line 11 on Page 1, a new line will be added to read as follows: “Individuals with a disability may request an accommodation in order to fully participate as a member of the general public in School Board meetings. The Board will make every effort to reach a reasonable accommodation which will allow for participation in the School Board meeting. Such request should be made to the central office.”*
- 4. Updated Revision Policy 1.401 Public Hearings-This policy will remain in place and not deleted.** *Line 13 – substitute “Superintendent” for “Director of Schools”*
- 5. Revision Policy 1.402 Notification of Meetings**
- 6. Updated Revision Policy 1.403 Agendas-Recommend that language be removed to be consistent with Board’s practices.** *Line 15 change the word “shall” to “may”*
- 7. Updated Revision Policy 1.407 School District Records-Recommend adding statutory language.** *Page 1, Line 17 delete the word “unless” and a period is inserted after the word “copying”. Thereafter, a clause will be inserted which could read as follows: “While Tennessee law provides that a failure to review for public records may be reviewed under a good-cause standard, GMSD is committed to making every effort to provide any records requested, subject to the above listed requirements and prohibitions.”*
- 8. Updated Revision Policy 1.501 Visitors to GMSD Property-For security purposes, recommend adding language that sets forth protocols for central office as well as schools. Recommend adding statutory language.** *Page. 1 line 11, immediately*

preceding the phrase “parents of students”, add the word “approved”. It will now read “approved parents of students,”

9. Revision Policy 1.600 Policy Development and Adoption

10. Revision Policy 2.600 Bonded Employees-Recommend adding statutory language.
Moved from Consent Agenda to Board Action item 9.B for the Business Meeting.

11. Revision Policy 3.400 Student Transportation Management-Recommend adding statutory language.

12. REPEAL Policy 3.401 Scheduling and Routing-Recommend consolidating this policy with Policy 3.400 in order to make policy manual more user friendly.

13. Revision Policy 3.402 Board Owned Vehicles-Recommend consolidating the first portion of this policy with Policy 3.400 in order to make policy manual more user friendly.

14. Revision Policy 4.804 Religious Content of Courses

15. Revision Policy 6.409 Child Abuse and Child Sexual Abuse-Recommend adding statutory language.

16. Updated Revision Policy 6.310 Dress Code – Based upon input from Houston High Administration, recommend updating this policy to be more generational and more apt to ensure consistent enforcement. *Page 1, Line 13, add the words “or strapless” before the word “blouses” to read as “Low-cut or strapless blouses, shirts or tops”*

17. Updated Revision Policy 6.313 Discipline Policy-Pursuant to Board Member Curry’s recommendation, Category B offenses are the same as Category C offenses; Recommend removing the word “guilty”, globally. *Everywhere in the policy the word “expulsion” is mentioned, we will add the following: “(11-180 days)” – Page 3/ Line 22, Page 4 /Line 30 and Page 6/ Line 5*

Germantown Municipal School District

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| Monitoring: Review: Annually | Descriptor Term: Bonded Employees | Descriptor Code: 2.600 | Issued Date: 6/**/22 03/19/18 |
| | | Rescinds: 2.600 | Issued: 05/05/14 |

1 *General*

2 ~~The Superintendent shall be bonded in the amount of \$100,000.00.^{1,2}~~

3 ~~An individual bond in the amount of \$5,000.00 is required for all members of the Board.²~~

4 ~~The Board shall require adequate bonding of other school employees who are responsible for handling~~
 5 ~~\$2,500.00 or more in school funds annually. The amount of the bond shall be prescribed by the Board.~~
 6 ~~In determining the amount and type of bond, the Board shall consider the amount of money handled or~~
 7 ~~in account during the period of time covered by the bond. The Board may appropriate money from the~~
 8 ~~General Fund to cover the costs of bonds for those employees, or it may require that the cost of the~~
 9 ~~bond be charged against the fund involved.~~

10 **Employees of GMSD who handle student body activity fees and other internal school funds accounting**
 11 **shall be bonded through a blanket bond in the amount of \$100,000.00**

12 **The GMSD Chief Financial Officer and GMSD fiscal agents shall be covered by a bond in an amount,**
 13 **in the manner and in the form and be conditioned as prescribed by law for County Trustees.**

Legal References

~~1. TCA 8-19-101 through 103, TCA 49-2-110(a)(1)~~

T.C.A. 8-11-103
T.C.A. 8-19-101
T.C.A. 49-2-110
T.C.A. 49-3-315

*Tennessee Internal School Uniform Accounting
 Policy Manual, Section 4-21*

6.7.22 RATIONALE FOR REVISION / ADDITIONS OF POLICIES

Based upon meeting scheduling and the need to have policies in place when the upcoming school year commences, we recommend that the rules be suspended such that the policies are adopted upon first reading. Globally, we have removed footnote numbering and changed the monitoring schedule to “annually”.

- 1. Revision Policy 3.202 Emergency Planning-** Revision is as provided in new State law. “Remote Learning Drill” is added. It should be noted that the “District’s Plan for transitioning students”, as referenced in the revision, may change as needs arise and technology changes.

- 2. Revision Policy 5.302 Sick Leave-**Revisions are necessary to correct ambiguities in the former policy and more fully explain to employees their entitlement to sick leave. No new benefits are conferred to employees as a consequence of these revisions.

- 3. Revision Policy 5.310 Vacations and Holiday-**Revisions are necessary to reflect recent changes made by the Board regarding personal days. The remaining revisions are necessary to correct ambiguities in the former policy and more fully explain to employees their entitlement to vacation, holiday and personal days.

- 4. Revision Policy 5.3051 Temporary COVID 19 Leave –** Revisions are made to extend the policy dates through June 30, 2023 and to revise the number of COVID days employees may receive from 10 days to 5 days.

- 5. Revision Policy 6.505 Students in Foster Care-**Revisions made to assign, by policy, the Foster Care Liaison responsibility to GMSD’s Student Services Supervisor and to outline the responsibilities of the Foster Care Liaison. These revisions are due to an addition to State law.

- 6. REPEAL Policy 4.205 Temporary Instructional Policy for students testing Positive for COVID 19 or Possible exposure to COVID 19-** This policy was set to expire, by its terms, at the conclusion of the 2021-22 school year, thus we recommend that it be formally repealed.

- 7. New Policy 4.403 Library Collections-** This is a new policy required by the new Age Appropriate Materials Act. This policy has been vetted/approved by GMSD librarians.

Germantown Municipal School District

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| Monitoring: Review: Annually | Descriptor Term: Emergency Planning | Descriptor Code: 3.202 | Issued Date: 6/**/22 11/30/21 05/07/18 |
| | | Rescinds: 3.202 | Issued: 07/11/16 |

1 The Superintendent shall be responsible for developing, and acquiring Board approval of a
2 Comprehensive District-Wide School Safety Plan and Building-level School Safety Plan (hereinafter
3 “the Safety Plans”) regarding crisis intervention, emergency response and emergency management.
4 The Safety Plans shall include procedures for bomb threats, civil disturbances, armed intruders,
5 earthquakes, fires, tornadoes or other severe weather, and medical emergencies.

6 FIRE AND SAFETY DRILLS

7 Each GMSD Principal shall ensure that one fire drill requiring full evacuation is given every thirty (30)
8 school days, with two (2) fire drills occurring during the first thirty (30) full days of the school year.
9 Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted
10 throughout the year.

11 Each GMSD Principal shall ensure that three (3) additional safety drills are given during the school
12 year. Two of these drills will cover earthquakes. One drill may cover inclement weather, or other
13 emergency drills that do not require full evacuation. A record of all drills, including the time and date,
14 shall be kept in each school's office.

15 ARMED INTRUDER DRILLS

16 Each GMSD Principal shall ensure that each school safety team conducts at least one (1) armed
17 intruder drill annually in coordination with local law enforcement.

18 AED/CPR DRILLS

19 The GMSD Coordinated school Health Specialist shall schedule an annual AED training for all school
20 personnel. The Principal for each GMSD school shall conduct an annual CPR drill and AED drill for
21 students and employees so that students and employees are aware of the steps that must be taken if an
22 event should occur that requires the use of CPR and/or an AED.

23 REMOTE LEARNING DRILLS

24 The District shall conduct a remote learning drill once per school year to ensure that schools, students,
25 and parents of students can easily transition from in-person learning to remote learning.

26 The drill must accurately reflect the District’s Plan for transitioning students to remote learning in the
27 event of disruption to school operations.

1 Students shall not be required or asked to transition exclusively to remote learning at any time during
2 the remote learning drill.

3 The District shall address any issues that are identified during the remote learning drill.

4 **FIRE EXTINGUISHERS**

5 Each school's Plant Manager shall regularly check the quantity, locations, and conditions of fire
6 extinguishers.

7 **MEDICAL EMERGENCIES/PANDEMIC**

8 In the event of medical emergencies, such as a pandemic outbreak, school officials shall cooperate and
9 consult with the local and state health departments and other local emergency or healthcare providers
10 in protecting students and the community from further infection.

Legal References

T.C.A. 49-2-122

T.C.A. 49-6-804

T.C.A. 49-6-807

T.C.A. 49-6-1208

T.C.A. 68-102-137(b)

~~T.C.A. 68-102-137(f)~~

T.C.A. 68-140-404

Public Acts of 2022, Chapter No. 936

Germantown Municipal School District

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|--|---------------------------------------|----------------------------------|---|
| Monitoring: Review: Annually | Descriptor Term: Sick Leave | Descriptor Code: 5.302 | Issued Date: 06/**/22 12/15/20 03/19/18 |
| | | Rescinds: 5.302 | Issued: 03/29/16 |

1 ~~The Germantown Municipal School District Board of Education participates in the State Sick Leave~~
2 ~~Plan for which provides the following:~~

- 3 ~~• One day of sick leave for each month employed including time worked under an extended~~
4 ~~contract up to a maximum of twelve (12) sick days per year.¹~~
- 5 ~~• Sick leave days may be accumulated from year to year. There is no limit to the number of days~~
6 ~~that may be accumulated.~~
- 7 ~~• At retirement, the unused accumulated sick leave may be used as retirement credit.~~
- 8 ~~• Upon request from a prior certificated employee, sick leave accumulated at the time of~~
9 ~~separation from the Germantown Municipal School District will be forwarded to the employing~~
10 ~~system and/or the employee upon request.²~~
- 11 ~~• Sick leave is to be administered as outlined in Tennessee Code.~~
- 12 ~~• Full-time (working more than 30 hours per week) classified employees will have the same sick~~
13 ~~leave benefits as our teachers as noted above in this policy.~~

14 ~~SICK LEAVE DEFINED³~~

15 ~~Sick leave shall be defined as: illness of a certified employee from natural causes or accident,~~
16 ~~quarantine, or illness or death of a member of the immediate family of a teacher, including the~~
17 ~~certified employee's wife or husband, parents, grandparents, children, grandchildren, brothers,~~
18 ~~sisters, mother in law, father in law, daughter in law, son in law, brother in law, and sister in law.~~

19 ~~SPECIAL CONSIDERATIONS~~

20 ~~A signed statement listing the cause of absence shall be provided by the employee on forms furnished~~
21 ~~by the Superintendent and shall promptly be given to the immediate supervisor in support of all claims~~
22 ~~for sick leave pay. A falsified statement shall be grounds for dismissal.~~

23 ~~A certificate from the physician on forms furnished by the Board may be required in support of any~~
24 ~~claim for sick leave pay. The principal shall notify the Human Resources office at once if an employee~~
25 ~~is sick beyond the limit of his/her sick leave accumulation.~~

26 **“Sick Leave” shall mean leave of absence because of illness from natural causes or accident, quarantine,**
27 **or illness or death of a member of the immediate family of a professional employee, including the**
28 **employee’s wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-**
29 **law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.**

1 Only full-time employees of GMSD may earn sick leave. All full-time GMSD employees shall earn one
2 (1) day of sick leave for each month employed. Sick leave shall be cumulative for all earned or
3 transferred days not used.

4 Any request for sick leave that is determined to be falsified shall be grounds for termination. Any
5 document that is presented to GMSD as support for the request for sick leave that is determined to be
6 forged or falsified in any manner shall be grounds for termination.

7 GMSD may require that a physician's certificate be furnished by employees requesting sick leave pay.

8 Any employee who goes on maternity or paternity leave may use sick leave and annual leave for
9 maternity or paternity leave for a period not to exceed the employee's accumulated sick leave and annual
10 leave balance, or twelve (12) weeks, whichever is less. To be eligible to use sick leave as maternity or
11 paternity leave, the employee must submit a written request that includes a statement from the attending
12 physician indicating the expected date of confinement, no later than the end of the fifth month of
13 pregnancy.

14 Upon verification by a written statement from an adoption agency or other entity handling an adoption,
15 an employee may be allowed to use up to thirty (30) days of accumulated sick leave for the adoption of
16 a child. If both adoptive parents are employees, only one (1) parent is entitled to use leave.

17 Upon termination of the employment of an employee before the sick days are earned or at the end of the
18 school year, there shall be deducted from the final paycheck of the employee an amount based on the
19 employee's daily rate of pay sufficient to cover the excess sick leave days used by the employee; if the
20 final paycheck is insufficient for this purpose, the employee shall be liable for reimbursement to GMSD
21 for any amount in excess of the employee's final paycheck.

22 At the termination of the employment of any employee, all unused sick leave accumulated by the
23 employee shall be terminated. However, the GMSD Board, by this Policy, grants to any employee, upon
24 the employee's employment or reemployment, the accumulated sick leave that the employee lost by
25 previous termination of employment in a public school system in the State of Tennessee; except that an
26 employee terminated for cause, as defined in T.C.A. § 49-5-501, shall not be granted, the sick leave days
27 lost; and except that employees may only be credited with accumulated sick leave while working at a
28 previous school district if the employee left the previous school district in good standing. The grant of
29 previously accumulated, unused sick leave days shall be made only upon application of the employee
30 and only upon written verification notarized by the Superintendent/designee of the system in which the
31 accumulated sick leave was held.

32 All personal days accrued as of an employee's last day of work with GMSD shall be converted into sick
33 leave days. All vacation days in excess of twenty-five (25) that are accrued by an employee as of the
34 last day of employment shall be converted to sick leave days.

- 1 At retirement, unused accumulated sick leave may be used as retirement credit to the extent such is
- 2 permitted by the Tennessee Consolidated Retirement Plan.

Legal References

- ~~1. TCA 49-5-710(a)(1)~~
- ~~2. TCA 49-5-710(a)(5)~~
- ~~3. TRR/MS 0520-01-02-.04(2)~~

T.C.A. § 49-5-710
State Board of Education Rule 0520-01-02-.04

Cross References

- ~~Workers' Compensation 3.602~~
- ~~Family and Medical Leave 5.305~~
- ~~Physical Assault Leave 5.307~~

Germantown Municipal School District

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|--|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually | Descriptor Term: <h2 style="text-align: center;">Vacations and Holidays</h2> | Descriptor Code: 5.310 | Issued Date: 06/**/22 |
| | | Rescinds: 5.310 | Issued: 06/11/15 |

1 Vacations and Holidays will be granted to regular, full time employees subject to the following
 2 provisions:

3 **A. General Provisions**

- 4 1. Temporary and part-time employees are not eligible for vacation.
- 5 2. Eligible full-time new employees will begin accruing vacation upon the first (1) month of
 6 employment.
- 7 3. Full-time ten (10) month classified employees will receive ~~one (1)~~ **two (2)** days per year to
 8 be used for personal business in addition to earned sick leave. After 10 years of continuous
 9 service, classified employees will earn an additional personal day. Any ~~unused~~ personal
 10 days **unused by June 30** will be converted to sick days ~~for the following school year~~.
- 11 4. Full-time certified employees will receive ~~two (2)~~ **three (3)** days per year in addition to
 12 earned sick leave to be used for personal business. **Any personal days unused by June 30**
 13 **will ~~Two (2) unused days may~~ be converted to sick leave days.**
- 14
- 15 5. **Personal days may be advanced. Upon termination of the employment of an employee,**
 16 **before the personal leave days are earned or at the end of the school year, there shall be**
 17 **deducted from the final paycheck of the employee an amount based on the employee's daily**
 18 **rate of pay sufficient to cover the excess personal leave days used by the employee; if the**
 19 **final paycheck is insufficient for this purpose, the employee shall be liable for reimbursement**
 20 **to GMSD for any amount in excess of the employee's final paycheck.**

21 **B. Twelve (12) Month Employees**

- 22 1. Any full-time twelve (12) month employee who is employed by the Municipal School
 23 district will be granted vacation based on the following schedule:

| Length of Service Vacation Accrued | Days earned on Semi-Monthly Basis |
|---|--|
| Less than One (1) year, but no more than five (5) years <i>(Maximum of 10 days per year)</i> | 0.42 |
| Five (5) years, but less than ten (10) years..... <i>(Maximum of 12 days per year)</i> | 0.50 |
| Ten (10) years, but less than fifteen (15) years | 0.63 |

1 (Maximum of 15 days per year)
 2 Fifteen years or more.....0.84
 3 (Maximum of 20 days per year)

- 4 2. The ~~increase~~ accrual rates are based on the length of service and become effective on the
 5 anniversary of the employee’s date of hire, provided he/she has been in continuous service.
 6 3. Vacation shall be ~~is~~ accrued semi-monthly; however, those days shall be advanced twice per
 7 school year. ~~District administration will manage timeline for disbursement.~~ Upon
 8 termination of the employment of an employee before the vacation days are earned or at the
 9 end of the school year, there shall be deducted from the final paycheck of the employee an
 10 amount based on the employee’s daily rate of pay sufficient to cover the excess vacation
 11 leave days used by the employee; if the final paycheck is insufficient for this purpose, the
 12 employee shall be liable for reimbursement to GMSD for any amount in excess of the
 13 employee’s final paycheck.
- 14 4. Employees shall only accrue a maximum of twenty-five (25) days of vacation leave. ~~may~~
 15 ~~be carried forward from one fiscal year to the next. Vacation leave accrued in excess of the~~
 16 ~~applicable maximum shall be transferred to sick leave on June 30 each year.~~ Any vacation
 17 days accrued in excess of twenty-five (25) as of June 30 each fiscal year shall be transferred
 18 to the employee’s sick leave account.
- 19 5. An employee who leaves the employment of ~~resigns or terminates from GMSD the~~
 20 ~~Municipal School District~~ shall be paid for up to twenty-five (25) vacation days. Any
 21 vacation days in excess of 25 that are accrued as of the employee’s last day of employment
 22 shall be transferred to the employee’s sick leave account. ~~for any unused earned vacation~~
 23 ~~leave. Upon termination of employment, any accrued vacation in excess of the appropriate~~
 24 ~~carry forward amount shall be credited to the sick leave balance of the terminating~~
 25 ~~employee.~~ Any days advanced are not considered earned and shall not be paid out. Any
 26 advanced days used before being accrued shall be deducted on the employee’s final
 27 paycheck. Payment or collection for accrued or advanced vacation shall be at the
 28 employee’s current rate of pay.
- 29 6. Vacation leave is accrued while an employee is in paid status but does not accrue while an
 30 employee is in an unpaid status.
- 31 7. Holidays are not paid to employees who are in an unpaid status.
- 32 8. ~~Designated Municipal School district~~ GMSD holidays that fall within an employee’s
 33 vacation leave ~~the vacation schedule are~~ shall not ~~to~~ be counted as vacation days. Full time,
 34 twelve-month employees will be paid for thirteen (13) paid holidays that will be determined
 35 annually and reflected on the payroll calendar and paid during the corresponding payroll
 36 period.
- 37 9. To the extent possible, employees shall receive prior approval from the employee’s
 38 immediate supervisor before taking vacation. Employees should schedule their vacations

1 ~~schedules that shall be approved by the employee's immediate supervisor should be~~
2 ~~planned~~ in such a way that the operational procedures are not interrupted.

3 C. Full time classified employees working less than twelve (12) months

4 1. Schedule – Ten (10) paid holidays will be determined annually and reflected on the payroll
5 calendar and paid during the corresponding payroll period. Ten (10) vacation days are built
6 into the employee's work calendar, so as to reduce number of unpaid days throughout the
7 school year. These days are not paid out if the employee resigns ~~and are not for the~~
8 ~~employee's use.~~

9 2. The employee must **be in paid status** ~~work~~ the day before and after a paid holiday in order
10 to be paid for the holiday. ~~or~~

11 ~~3. The employee uses such paid leave time as he/she is entitled to, based upon employment~~
12 ~~status to cover the day before and after a paid holiday.~~

13 D. Full time certified employees working less than twelve (12) months

14 1. Employees shall earn 1 vacation day for every 20 days worked and those days are
15 distributed throughout the employee's work calendar. These days are not paid out if the
16 employee resigns ~~and are not for the employee's use.~~

Germantown Municipal School District

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|--|---|-----------------------------------|---|
| Monitoring: Review: Annually, in January | Descriptor Term: Temporary COVID-19 Leave | Descriptor Code: 5.3051 | Issued Date: 6/**/22 08/24/21 |
| | | Rescinds: 5.3051 | Issued: 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, continue to infiltrate the United States, including our community. Therefore, despite the fact
4 that the GMSD is not required by law to continue providing the benefits previously granted under the
5 FFCRA, the Germantown Municipal School District Board of Education believes that it is in the best
6 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~~ June 8, 2022 through June 30, ~~2022~~ 2023.

8 PAID SICK LEAVE

9 GMSD employees will receive a maximum of ~~ten (10)~~ five (5) days of paid sick leave if they are unable
10 to work or telework because the employee:

- 11 1. is subject to a Federal, State, or local quarantine or isolation orders related to COVID-19;
- 12
- 13 2. has been advised by a health care provider to self-quarantine related to COVID-19;
- 14
- 15 3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- 16
- 17 4. is caring for an individual subject to or advised to quarantine or isolate due to COVID-19. The
18 individual must be someone with a personal relationship to the employee;
- 19
- 20 5. is caring for his/her son or daughter whose school or place of care is closed, or person who
21 regularly provides childcare is unavailable, for reasons related to COVID-19 and no other
22 suitable person is available to care for the child during the requested period of leave. Son or
23 daughter is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child
24 of a person standing *in loco parentis*, who is under 18 years of age; or 18 years of age or older
25 who is incapable of self-care because of a mental or physical disability.

26 Such leave is in addition to any paid leave that an employee may already be entitled to (*e.g.*, existing
27 sick leave). Employees are not required to exhaust any other paid leave benefit in order to utilize this
28 category of paid sick leave.

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

- 4 This Policy shall sunset at 11:59 p.m., June 30, ~~2022~~ 2023.

Germantown Municipal School District

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|--|--|----------------------------------|---|
| Monitoring: Review: Annually | Descriptor Term: Students in Foster Care | Descriptor Code: 6.505 | Issued Date: 6/**/22 01/30/17 |
| | | Rescinds: | Issued: |

1 The Germantown Municipal School District shall provide all students in foster care, to include those
2 awaiting foster care placement, with a free and appropriate public education.

3 **FOSTER CARE LIAISON**

4 **The District's Foster Care Liaison shall be the GMSD Student Services Supervisor.**

5 **The responsibilities of the District's Foster Care Liaison shall be to:**

- 6 a) **Coordinate with the Tennessee Department of Children's Services on the implementation of**
7 **state and federal laws related to students who ae in foster care;**
- 8 b) **Coordinate with foster care education program staff at the Tennessee Department of Education;**
- 9 c) **Attend training and professional development opportunities to improve the District's foster care**
10 **implementation efforts;**
- 11 d) **Serve as the primary contact person for representatives of the Tennessee Department of**
12 **Children's Services;**
- 13 e) **Facilitate immediate enrollment of a child placed in foster care in the appropriate school and**
14 **assist in the determination of the appropriate school for children placed in foster care;**
- 15 f) **Facilitate the transfer of school records when a child is placed in foster care and changes**
16 **schools;**
- 17 g) **Facilitate data sharing with appropriate entities regarding foster care students; and**
- 18 h) **Serve as a point of contact and resource to students in foster care.**

19 **ENROLLMENT**

20 Students in foster care, to include those awaiting foster care placement, shall be immediately enrolled,
21 even if the student is unable to produce records normally required for enrollment (i.e. academic records,
22 immunization records, health records, proof of residency), or missed the **D**istrict's application or
23 enrollment deadlines.⁺

24 **PLACEMENT**

25 Germantown Municipal Schools and the child welfare agency shall determine whether placement in a
26 particular school is in a student's best interest. Other parties, including the student, foster parents, and
27 biological parents (if appropriate), shall be consulted. If the child has an IEP or a Section 504 plan, then
28 the relevant school staff members shall participate in the best interest decision process. This
29 determination shall be made as quickly as possible to prevent educational disruption.

1 Placement shall be determined based on the student's best interest. At all times, a strong presumption
2 that keeping the student in the school of origin is in the student's best interest shall be maintained.² For
3 the purposes of this policy, school of origin shall mean the school in which the student was enrolled,
4 including a preschool/pre-k program, at the time of placement in foster care or at the time of a placement
5 change if the student is already placed in foster care.³

6 When determining placement, student-centered factors including, but not limited to, the following shall
7 be considered:

- 8 1. Preferences of the student;
- 9 2. Preferences of the student's parent(s) or education decision maker(s);
- 10 3. The student's attachment to the school, including meaningful relationships with staff and peers;
- 11 4. Placement of the student's siblings;
- 12 5. Influence of the school climate on the student, including safety;
- 13 6. The availability and quality of the services in the school to meet the student's educational needs;
- 14 7. History of school transfers and how they have impacted the student;
- 15 8. How the length of the commute would impact the student;
- 16 9. Whether the student is receiving special education and related services, and if so, the availability
17 of those required services in a school other than the school of origin; and
- 18 10. Whether the student is an EL and is receiving language services, and, if so, the availability of
19 those required services in a school other than the school of origin.

20 Transportation costs should not be considered when determining a student's best interest.

21 If it is not in the student's best interest to attend the school of origin, the ~~director or his/her designee~~
22 **District's Foster Care Liaison** shall provide a written explanation of the reasons for the determination.
23 The written explanation shall include a statement regarding the right to appeal the placement decision.
24 If the placement decision is appealed, the district shall refer the student to the ~~district coordinator for~~
25 ~~children in foster care~~ **District's Foster Care Liaison**, who shall carry out the dispute resolution process
26 as expeditiously as possible and in accordance with the law.² Until the dispute is resolved, to the extent
27 feasible, the student shall remain in his/her school of origin.²

28 **TRANSPORTATION**^{3,4}

29 The ~~district~~ **District's Foster Care Liaison** shall collaborate with the local child welfare agency to
30 develop and implement clear and written procedures governing how transportation to a student's
31 school or origin shall be provided, arranged, and funded. This transportation will be provided for the
32 duration of the student's time in foster care.

33 ~~The director of schools or designee shall develop administrative procedures to provide for~~
34 ~~transportation of students in foster care.~~⁵ ~~These procedures must ensure that:~~

1 The District's Foster Care Liaison will coordinate with the Tennessee Department of Children's
 2 Services to develop a plan about how transportation for children in foster care will be provided,
 3 arranged and funded, and which ensures that:

- 4 1. Students in foster care needing transportation to their schools of origin will promptly receive
- 5 that transportation in a cost-effective manner and in accordance with federal law; and
- 6 2. If there are additional costs incurred in providing transportation to the school of origin, the
- 7 district will provide such transportation if:
 - 8 a. the ~~local child welfare agency~~ Tennessee Department of Children's Services agrees to
 - 9 reimburse the District for the cost of such transportation;
 - 10 b. the District agrees to pay for the cost; or
 - 11 c. the District and ~~local child welfare agency~~ the Tennessee Department of Children's
 - 12 Services agree to share the cost.⁴

13 The District will ensure that a student in foster care, to include a student awaiting foster care
 14 placement, remains in his/her school of origin while any disputes regarding transportation costs are
 15 being resolved.

Legal References

1. ~~Elementary and Secondary Education Act (ESEA), as amended by ESSA (Pub. L. 114-95) § 1111(g)(1)(E)(ii)-(iii)~~
2. ~~Elementary and Secondary Education Act (ESEA), as amended by ESSA (Pub. L. 114-95), § 1111(g)(1)(E)(i)-(iv)~~
3. ~~Elementary and Secondary Education Act (ESEA), as amended by ESSA (Pub. L. 114-95), § 1111(g)(1)(E)~~
4. ~~Elementary and Secondary Education Act (ESEA), as amended by ESSA (Pub. L. 114-95), § 1112(c)(5); § 475(4)(A) of the Social Security Act, 42 U.S.C. § 675(4)(A)~~
5. ~~Elementary and Secondary Education Act (ESEA), as amended by ESSA (Pub. L. 114-95), § 1112(c)(5)(B)(i)~~

T.C.A. 49-6-3801

Cross-References

Attendance 6.200
 School Admissions 6.203

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: 6/**/22 08/24/21 |
| | | Rescinds: | Issued: |

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

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

REPEALED

Germantown Municipal School District

| | | | |
|---|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, | Descriptor Term: Library Collections | Descriptor Code: 4.403 | Issued Date: 06/**/22 |
| | | Rescinds: | Issued: |

1 The “Library Collections” for each GMSD school have been developed over a period of years, prior to
2 the adoption of this Policy. After the passage of this Policy, the evolution of the GMSD school “Library
3 Collections” shall be based upon the following processes set forth in this Policy.

4 **DEFINITIONS**

5 “Library Collections” refers to all materials made available to students by the school but does not include
6 materials made available to students as part of a course of curriculum.

7 “Materials” refers to books, periodicals, newspapers, manuscripts, films, prints, documents, microfilm,
8 discs, cassettes, videotapes, videogames, applications, and subscription content in any form.

9 **DEVELOPMENT OF THE LIBRARY COLLECTIONS**

10 1) The Principal for each GMSD school shall select four classroom teachers at the
11 commencement of each school year to serve on a Library Collection Committee, along
12 with their respective School Librarian/s. The Library Collection Committee shall review
13 all new “materials”, other than “materials” made available to students as part of a course
14 curriculum, that will be made available by their school to their students. The GMSD
15 Technology Supervisor shall be consulted by the Library Collection Committee when the
16 Committee is considering new “materials” that are in the form of videogames or
17 applications.

18 2) The Library Collection Committee shall recommend to the School Principal the approval
19 of all new “materials”, other than “materials” made available to students as part of a
20 course curriculum, that will be made available by their school to their students.

21 3) The criterion used by the Library Collection Committee when determining whether to
22 approve new “materials” shall be:

23 a) whether the “materials” are appropriate for the age and maturity levels of the
24 students who have access to those materials; and

25 b) whether the materials are suitable for and consistent with the educational mission
26 of the school.
27

1
2 4) Based upon the Committee's recommendation, the School Principal shall either approve
3 or deny the Committee's recommendation.

4
5 5) The Library Collection Committee shall review the "Library Collection" annually to
6 determine whether there are any "materials" that :

7
8 a) may not be appropriate for the age and maturity levels of the students who have
9 access to the materials; and/or

10
11 b) may not be suitable for and/or consistent with the educational mission of the
12 school.

13
14 6) If the Committee determines that any of the "materials" in the school's "Library
15 Collection" are not appropriate for the age and maturity levels of the students who have
16 access to the materials and/or may not be suitable for and/or consistent with the
17 educational mission of the school, the Committee shall recommend to the School
18 Principal:

19
20 a) that the material be removed from the school's "Library Collection"; or

21
22 b) that the material be removed from access to students based upon students' ages or
23 maturity levels.

24
25 7) The School Principal shall act on the Committee's annual review recommendations
26 within 30 days after receiving the Committee's recommendation.

27 A list of materials in the school's "Library Collection" shall be maintained on each school's website.

28 **FEEDBACK**

29 1) If a student, student's parent or guardian, or school employee believes that one or more
30 of the materials in the school's "Library Collection" of the student's or employee's school
31 is:

32 a) not appropriate for the age and maturity levels of the students who have access
33 to the materials; and/or

34 b) not be suitable for and/or consistent with the educational mission of the school,

35 the student, student's parent or guardian, or school employee may provide feedback to
36 the "Library Collection Committee" of their concern.

1 The feedback must be provided on a form that will be provided on the school's website.

2 The Committee shall review all feedback provided and will recommend to the School Principal
3 the appropriate response to the feedback and action, if any, to be taken based upon the review of
4 the feedback. The School Principal shall provide a response to the student, student's parent or
5 guardian or school employee within 30 calendar days of when the feedback was received by the
6 Committee.

7 2) If the student, student's parent or guardian, or school employee is dissatisfied with the
8 response of the School Principal, the student, student's parent or guardian, or school
9 employee shall submit the original feedback form and the School Principal's response to
10 the GMSD Assistant Superintendent, Teaching, Learning and Assessment for his/her
11 review and evaluation. The GMSD Assistant Superintendent, Teaching, Learning and
12 Assessment shall provide a response to the student, student's parent or guardian or school
13 employee within 30 calendar days of when the feedback was received by the GMSD
14 Assistant Superintendent, Teaching, Learning and Assessment.

15 3) If the student, student's parent or guardian, or school employee is dissatisfied with the
16 response of the GMSD Assistant Superintendent, Teaching, Learning and Assessment,
17 the student, student's parent or guardian, or school employee shall submit the original
18 feedback form, the School Principal's response and response of the GMSD Assistant
19 Superintendent, Teaching, Learning and Assessment to the GMSD Board Chairman for
20 consideration by the full GMSD Board of Education.

21 The full GMSD Board of Education shall consider the feedback provided at its next regular Board
22 meeting following the Board Chairperson's receipt of the feedback form with responses. If a
23 majority of the GMSD Board of Education determines that the material in question is not
24 appropriate for the age and maturity levels of the students who have access to the materials,
25 and/or is not suitable for, or consistent with, the educational mission of the school, then the school
26 shall remove the material from its Library Collection.

Legal References

T.C.A. § 49-6-3801-3803

Germantown Municipal School District

| | | | |
|---|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, | Descriptor Term: Library Collections | Descriptor Code: 4.403 | Issued Date: 06/**/22 |
| | | Rescinds: | Issued: |

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15 course curriculum, that will be made available by their school to their students. The
16 GMSD Technology Supervisor shall be consulted by the Library Collection Committee
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23 The full GMSD Board of Education shall consider the feedback provided at its next regular Board
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28 shall remove the material from its Library Collection.

Legal References

T.C.A. § 49-6-3801-3803



2023 GMSD OTHER FUNDS

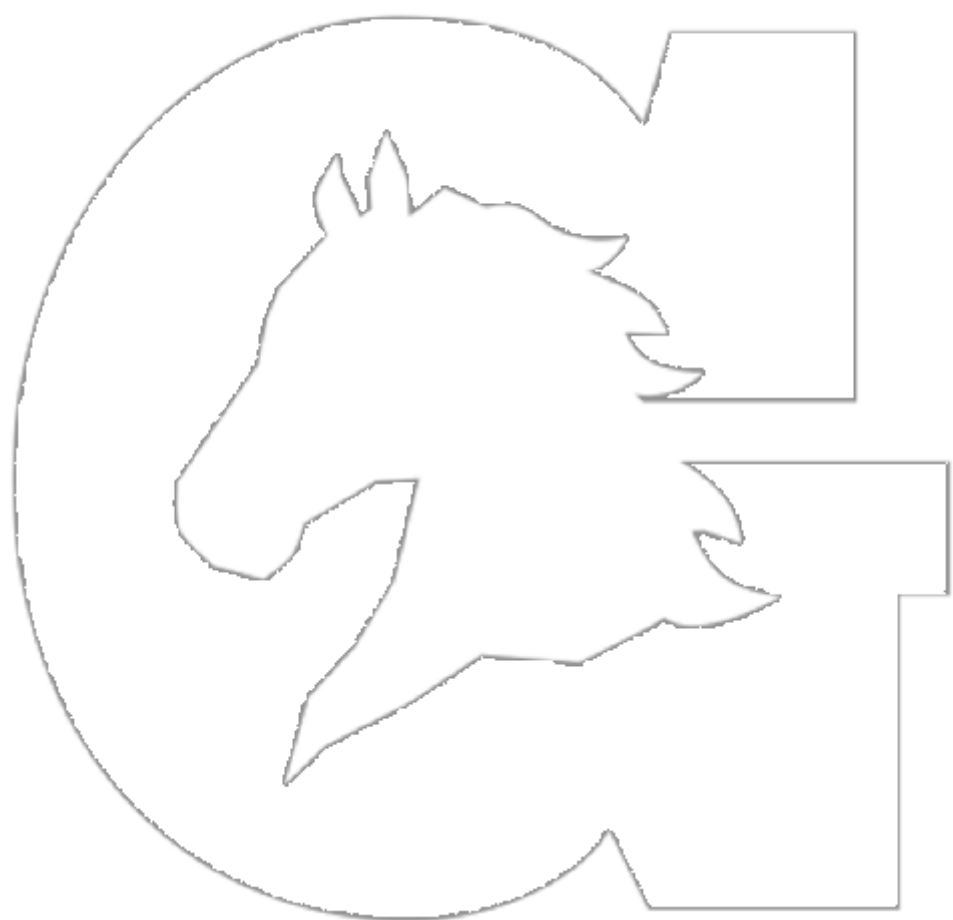
Second and Final Reading – June 7,
2022

KEVIN JONES,
CHIEF FINANCIAL OFFICER

JOSH CATHEY,
DEPUTY SUPERINTENDENT

JASON MANUEL,
SUPERINTENDENT

ANGELA GRIFFITH,
SCHOOL BOARD CHAIR





GERMANTOWN MUNICIPAL SCHOOL DISTRICT

BOARD OF EDUCATION

| | |
|-----------------|--------------|
| Angela Griffith | Chair |
| Amy Eoff | Vice-Chair |
| Ryan Strain | Board member |
| Brian Curry | Board member |
| Betsy Landers | Board member |

ADMINISTRATION

| | |
|-----------------|---|
| Jason Manuel | Superintendent |
| Missy Abel | Executive Director, Teaching, Learning and Assessment |
| Chauncey Bland | Assistant Superintendent, Student Services |
| Josh Cathey | Deputy Superintendent |
| Sarah Huffman | Assistant Superintendent, Exceptional Student Education |
| Kevin Jones | Chief Financial Officer |
| Elissa Stratton | Assistant Superintendent, Human Resources |

GERMANTOWN MUNICIPAL SCHOOL DISTRICT

SCHOOL DISTRICT VISION, MISSION, AND GOALS

VISION

Inspiring Personal Excellence

MISSION

Cultivate the knowledge and skills that empower our students to achieve their full potential as lifelong learners and contributing global citizens.

GOALS

1. Engaging, Challenging & Innovative Academics
2. Development of the Whole Child
3. Recruit, Develop & Retain Exemplary Employees
4. Resource Management & Long-term Planning
5. Community Partnerships



CONTENTS

OTHER FUNDS

4

FEDERAL PROJECTS REVENUES

Carl Perkins Basic, Consolidated Administration, Title I, Title II, Title IV, IDEA Part B, IDEA Preschool,

6

FEDERAL PROJECTS EXPEND

Carl Perkins Basic, Consolidated Administration, Title I, Title II, Title IV, IDEA Part B, IDEA Preschool

20

SCHOOL NUTRITION

22

CAPITAL IMPROVEMENTS

24

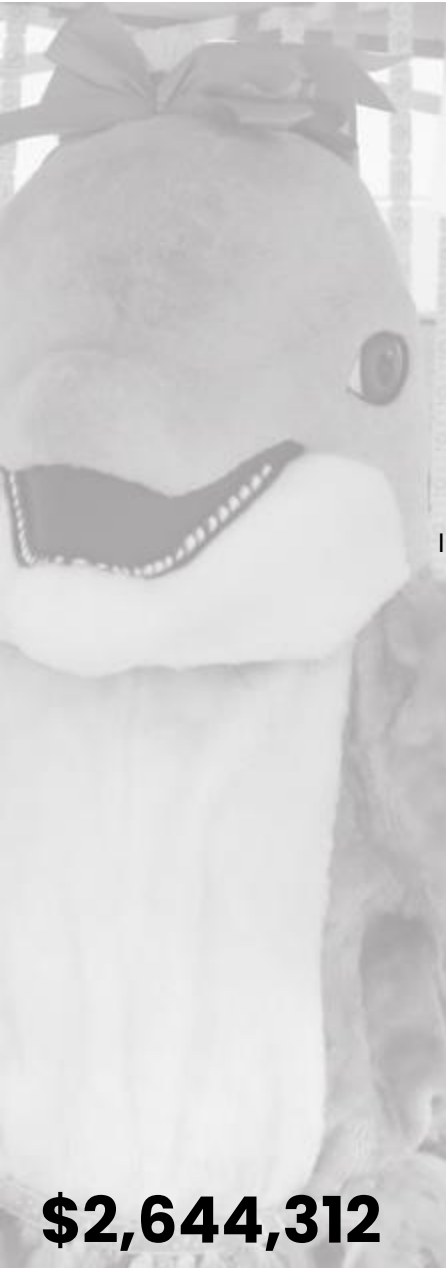
HEALTH INSURANCE

26

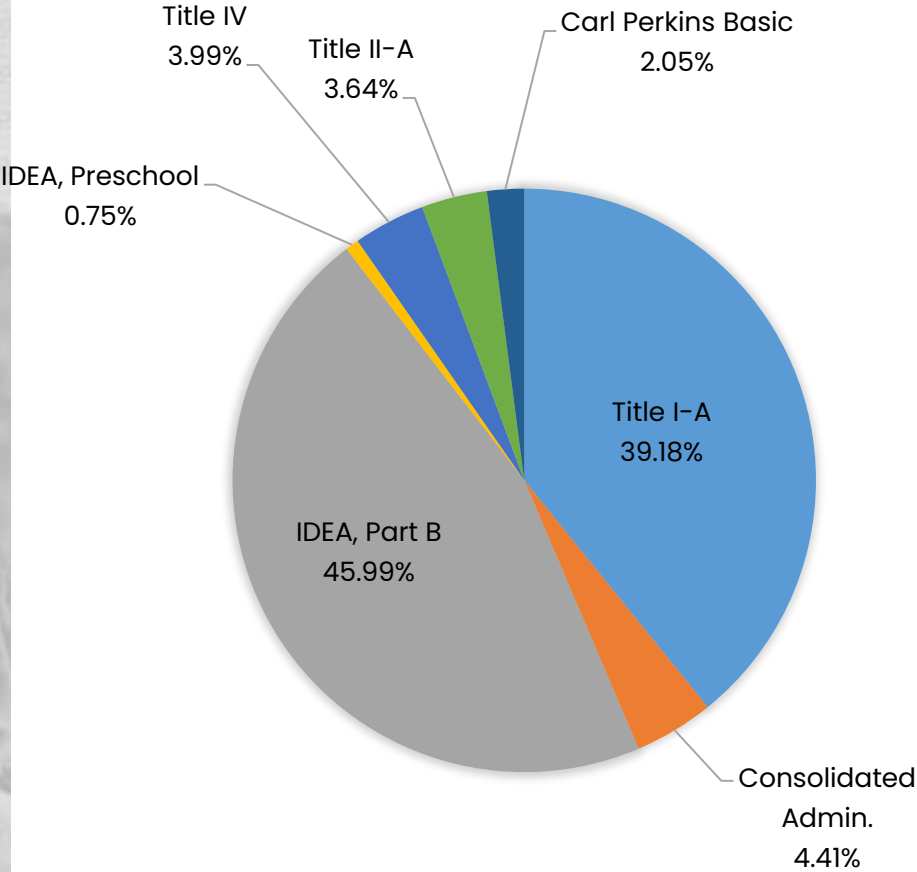
OPEB TRUST

Inspiring Personal Excellence.

Our Germantown Municipal School District's mission is to cultivate the knowledge and skills that empower our students to achieve their full potential as lifelong learners and contributing global citizens.



FEDERAL PROJECTS REVENUES



\$2,644,312

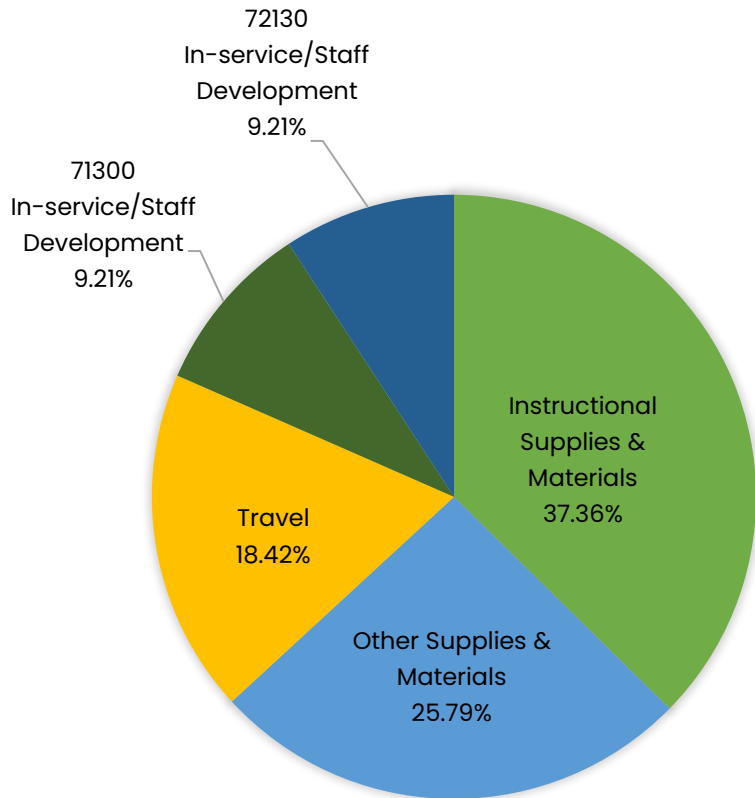
Subcategories

- Consolidated Admin
- Title I-A
- Title II-A
- Title IV
- IDEA, Part B
- IDEA, Preschool
- Carl Perkins Basic

FEDERAL PROJECTS REVENUES

| Fund | Description | FY 2023 Budget | FY 2022 Budget | FY 2021 Actual |
|-------------|---|---------------------------|---------------------------|---------------------------|
| 47131 | Carl Perkins Basic | 54,275 | 50,683 | 39,248 |
| 47131 | Carl Perkins Reserve | - | - | 41,199 |
| 47141 | Title I-A | 1,035,977 | 1,151,573 | 1,446,618 |
| 47141 | Consolidated Admin. | 116,627 | 143,321 | 135,528 |
| 47143 | IDEA, Part B | 1,216,048 | 1,204,376 | 1,009,040 |
| 47143 | IDEA, Preschool | 19,734 | 10,220 | 10,842 |
| 47143 | IDEA, SPDG | - | - | 19,996 |
| 47143 | IDEA, Preschool Discretionary | - | - | 9,584 |
| 47146 | Title III | - | 12,832 | 12,987 |
| 47147 | Title IV | 105,448 | 97,611 | 112,046 |
| 47189 | Title II-A | 96,203 | 95,022 | 130,469 |
| | FEDERAL PROJECTS REVENUES TOTAL: | <u>2,644,312</u> | <u>2,765,638</u> | <u>2,967,557</u> |

CARL PERKINS BASIC



\$54,275

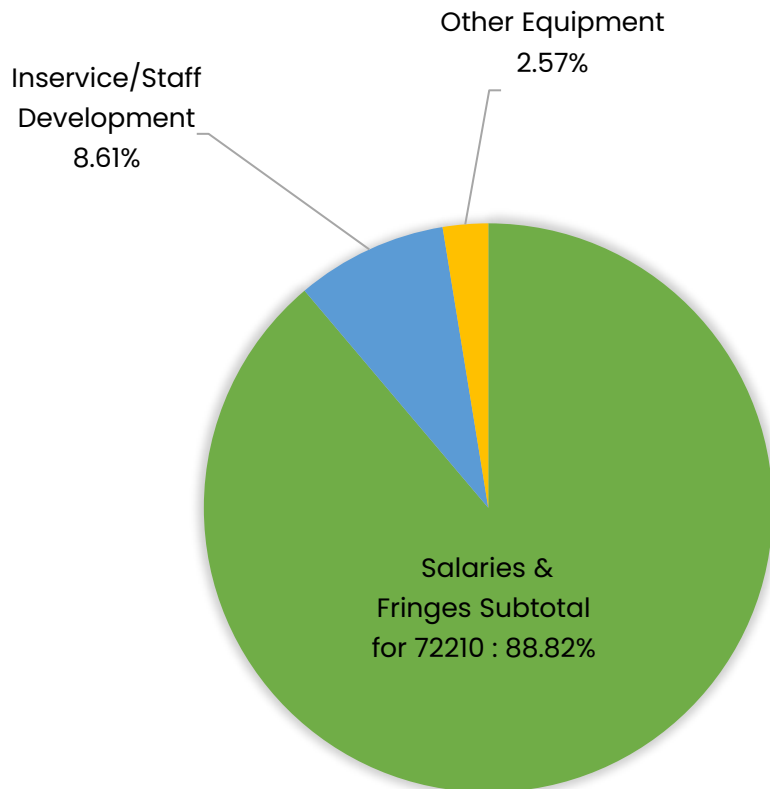
Overview

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

CARL PERKINS BASIC

| <u>Fund</u> | <u>Description</u> | <u>FY 2023 Budget</u> | <u>FY 2022 Budget</u> | <u>FY 2021 Actual</u> |
|---------------------------------------|------------------------------------|---------------------------|---------------------------|---------------------------|
| Vocational Instruction (71300) | | | | |
| 429 | Instructional Supplies & Materials | 20,275 | 11,075 | 10,300 |
| 499 | Other Supplies & Materials | 14,000 | 17,300 | 3,400 |
| 730 | Vocational Instructional Equipment | - | 6,288 | 23,268 |
| Other Student Support (72130) | | | | |
| 355 | Travel | 10,000 | 9,670 | - |
| 524 | In-service/Staff Development | 5,000 | 4,050 | 2,280 |
| Support: Vocational Education (72230) | | | | |
| 524 | In-service/Staff Development | 5,000 | 2,300 | - |
| 599 | Other Charges | - | - | - |
| Transfers Out (99100) | | | | |
| 504 | Indirect Costs | - | - | - |
| CARL PERKINS BASIC TOTAL: | | <u>54,275</u> | <u>50,683</u> | <u>39,248</u> |

CONSOLIDATED ADMINISTRATION



\$116,627

Overview

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

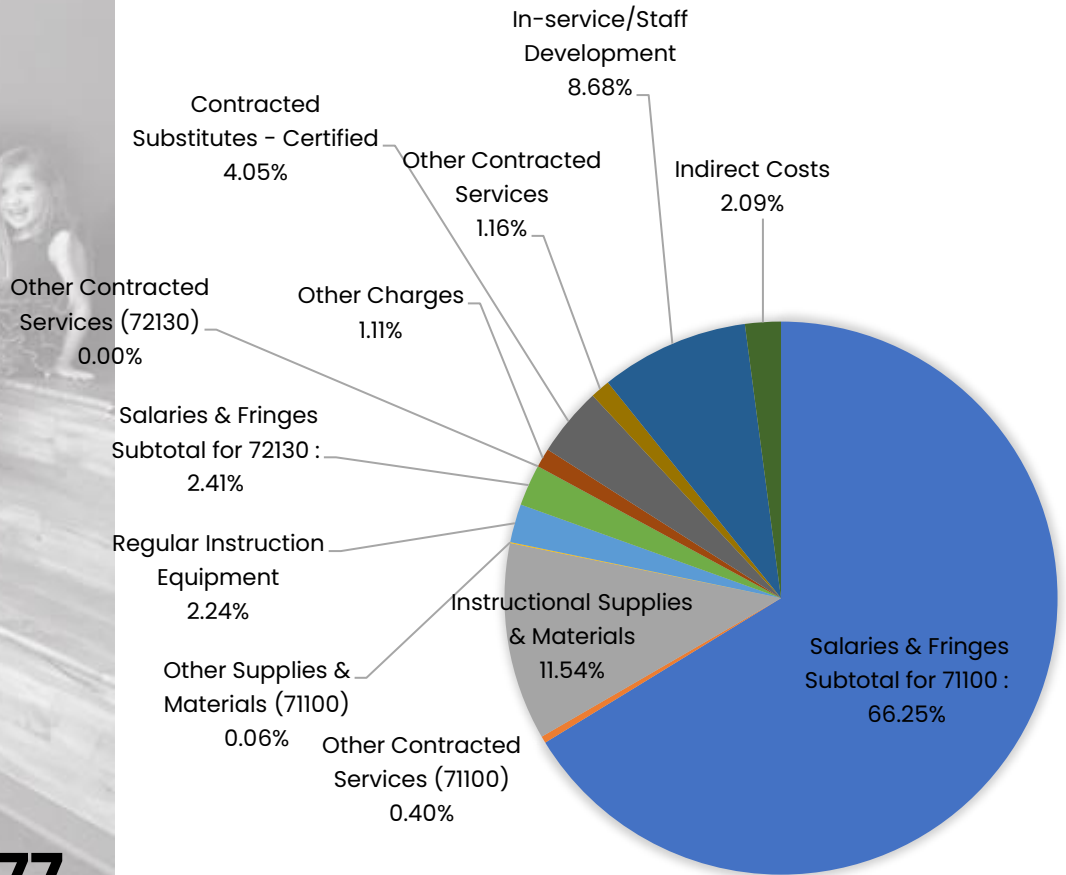
CONSOLIDATED ADMIN

| Fund | Description | FY 2023 Budget | FY 2022 Budget | FY 2021 Actual |
|--------------------------------------|---|---------------------------|---------------------------|---------------------------|
| Support: Regular Instruction (72210) | | | | |
| 189 | Other Salaries & Wages (1 FTE) | 83,092 | 98,590 | 96,657 |
| 201 | Social Security | 5,028 | 6,113 | 5,649 |
| 204 | State Retirement | 7,047 | 10,155 | 9,927 |
| 206 | Life Insurance | 147 | 175 | 156 |
| 207 | Medical Insurance | 7,100 | 8,255 | 8,254 |
| 212 | Medicare | 1,176 | 1,430 | 1,321 |
| | Salaries & Fringes Subtotal for 72210 : | 103,590 | 124,718 | 121,964 |
| 355 | Travel- Mileage | - | - | - |
| 499 | Other Supplies and Materials | - | 1,700 | 1,045 |
| 524 | Inservice/Staff Development | 10,037 | 7,230 | 709 |
| 790 | Other Equipment | 3,000 | 3,001 | 3,843 |
| Transfers Out (99100) | | | | |
| 504 | Indirect Costs | - | 6,672 | 7,967 |
| | CONSOLIDATED ADMIN TOTAL: | <u>116,627</u> | <u>143,321</u> | <u>135,528</u> |

TITLE I-A



\$1,035,977



Overview

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

TITLE I-A

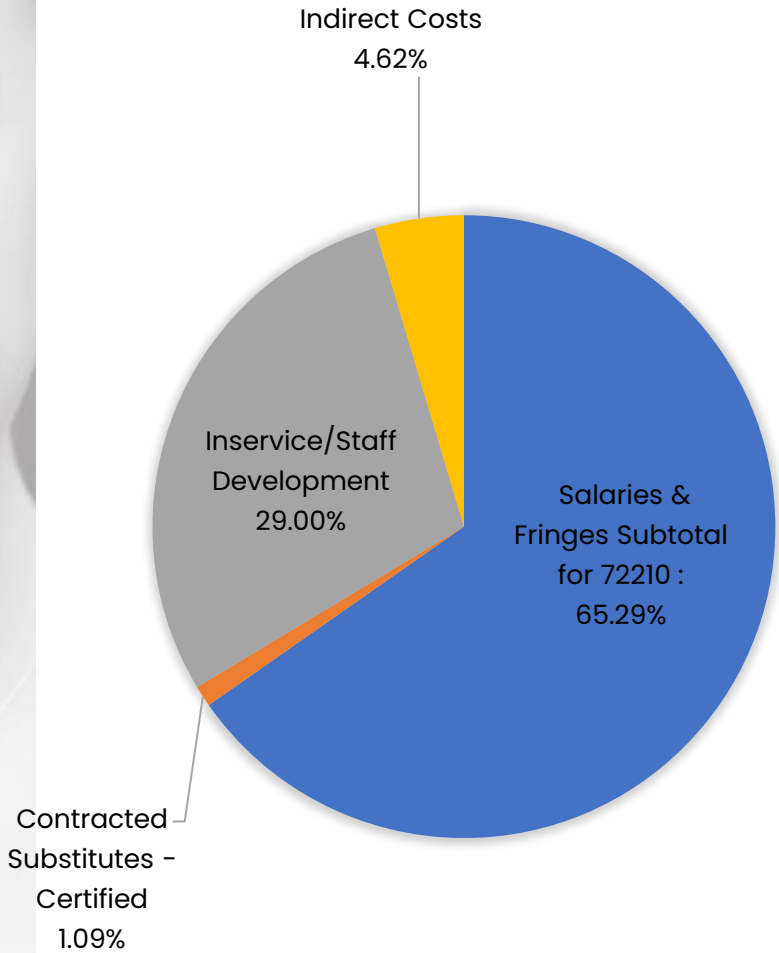
| Fund | Description | FY 2023 Budget | FY 2022 Budget | FY 2021 Actual |
|---|--|---------------------------|---------------------------|---------------------------|
| Regular Instruction (71100) | | | | |
| 116 | Teachers (7 FTEs) | 450,261 | 304,741 | 174,640 |
| 189 | Other Salaries & Wages (2 FTEs) | 102,770 | 80,726 | 74,487 |
| 201 | Social Security | 34,281 | 23,899 | 14,277 |
| 204 | State Retirement | 48,450 | 40,740 | 20,062 |
| 206 | Life Insurance | 1,225 | 875 | 285 |
| 207 | Medical Insurance | 41,300 | 24,015 | 8,495 |
| 212 | Medicare | 8,029 | 5,589 | 3,514 |
| | Salaries & Fringes Subtotal for 71100 : | 686,316 | 480,585 | 295,760 |
| 311 | Contracts with Other School Systems | - | 8,048 | 10,390 |
| 399 | Other Contracted Services (71100) | 4,145 | - | - |
| 429 | Instructional Supplies & Materials | 119,582 | 50,718 | 468,194 |
| 499 | Other Supplies & Materials (71100) | 600 | 600 | - |
| 722 | Regular Instruction Equipment | 23,233 | 64,325 | 481,085 |
| Other Student Support (72130) | | | | |
| 130 | Social Worker | - | - | - |
| 189 | Other Salaries & Wages | 21,509 | 3,000 | - |
| 201 | Social Security | 1,332 | 186 | - |
| 204 | State Retirement | 1,847 | 315 | - |
| 206 | Life Insurance | - | 81 | - |
| 207 | Medical Insurance | - | 212 | - |
| 212 | Medicare | 311 | 44 | - |
| | Salaries & Fringes Subtotal for 72130 : | 24,999 | 3,838 | - |
| 399 | Other Contracted Services (72130) | 42 | 12,000 | 14,580 |
| 599 | Other Charges | 11,519 | 152,445 | 9,789 |
| Support: Regular Instruction (72210) | | | | |
| 189 | Other Salaries & Wages (1) | - | 168,894 | - |
| 201 | Social Security | - | 10,471 | - |
| 204 | State Retirement | - | 17,500 | - |
| 206 | Life Insurance | - | 525 | - |
| 207 | Medical Insurance | - | 11,823 | - |
| 212 | Medicare | - | 2,449 | - |
| | Salaries & Fringes Subtotal for 72210 : | - | 211,662 | - |
| 308 | Consultants | - | - | - |
| 355 | Travel- Mileage | - | 1,000 | - |
| 369 | Contracted Substitutes - Certified | 42,000 | 28,252 | 11,552 |
| 399 | Other Contracted Services | 12,000 | 12,000 | 69,433 |
| 499 | Other Supplies & Materials (72210) | - | 1,000 | 1,942 |
| 524 | In-service/Staff Development | 89,900 | 90,417 | 55,661 |
| 790 | Other Equipment | - | 7,150 | 699 |
| Transfers Out (99100) | | | | |
| 504 | Indirect Costs | 21,641 | 27,533 | 27,533 |
| TITLE I-A TOTAL: | | 1,035,977 | 1,151,573 | 1,446,118 |





TITLE II-A

\$96,203



Overview

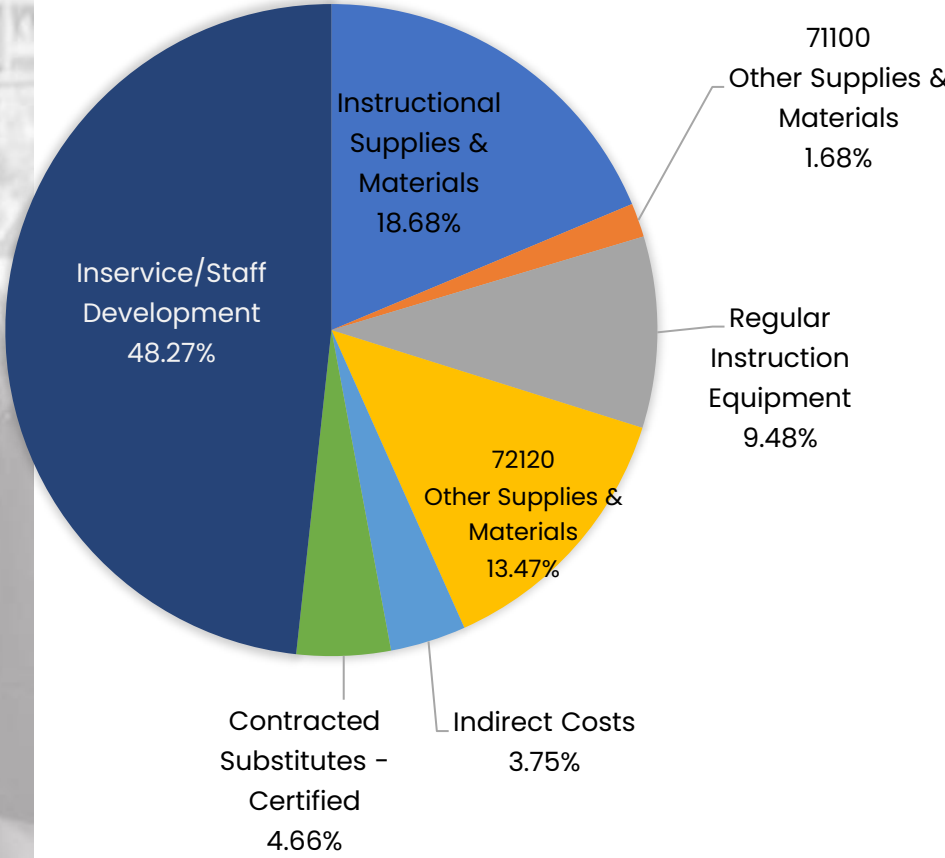
Title II, Training & Recruiting, is to increase the academic achievement of all students by helping schools and districts improve teacher and principal quality and ensure that all teachers are highly qualified. These funds are utilized to provide professional development activities.

TITLE II-A

| <u>Fund</u> | <u>Description</u> | <u>FY 2023 Budget</u> | <u>FY 2022 Budget</u> | <u>FY 2021 Actual</u> |
|--------------------------------------|------------------------------------|---------------------------|---------------------------|---------------------------|
| Support: Regular Instruction (72210) | | | | |
| 189 | Other Salaries & Wages (0.6 FTE) | 50,565 | 59,864 | 85,697 |
| 196 | In-service Training | - | 4,239 | 14,400 |
| 201 | Social Security | 3,140 | 4,350 | 5,770 |
| 204 | State Retirement | 4,400 | 7,500 | 9,770 |
| 206 | Life Insurance | 70 | 61 | 94 |
| 207 | Medical Insurance | 3,892 | 8,830 | 6,909 |
| 212 | Medicare | 740 | 1,050 | 1,350 |
| 308 | Consultants | - | - | - |
| 369 | Contracted Substitutes - Certified | 1,053 | - | - |
| 499 | Other Supplies & Materials | - | - | - |
| 524 | Inservice/Staff Development | 27,902 | 7,008 | 4,359 |
| 790 | Other Equipment | - | - | - |
| Transfers Out (99100) | | | | |
| 504 | Indirect Costs | <u>4,441</u> | <u>2,120</u> | <u>2,120</u> |
| TITLE II-A TOTAL: | | <u><u>96,203</u></u> | <u><u>95,022</u></u> | <u><u>130,469</u></u> |



TITLE IV



\$105,448

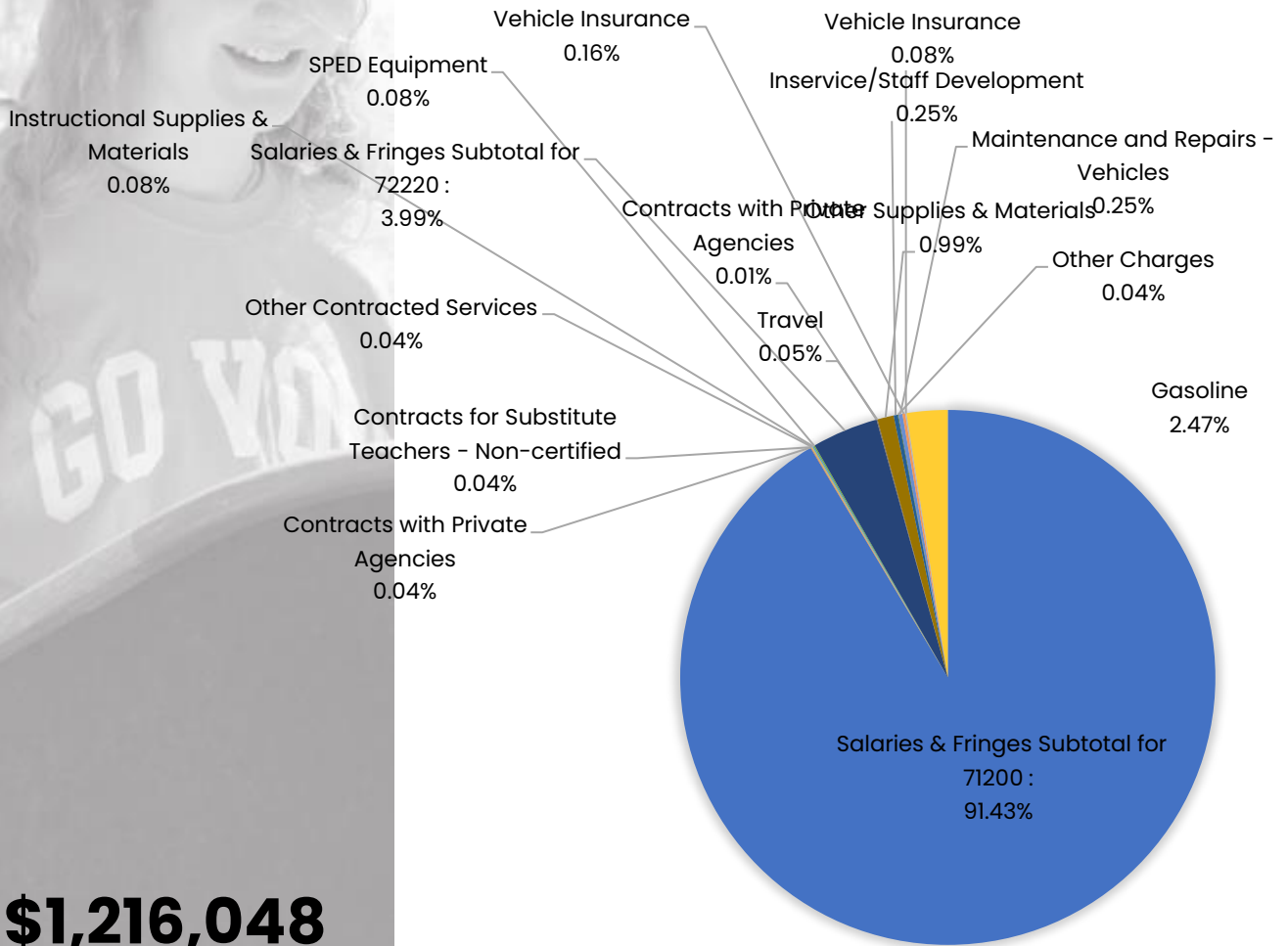
Overview

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

TITLE IV

| <u>Fund</u> | <u>Description</u> | <u>FY 2023 Budget</u> | <u>FY 2022 Budget</u> | <u>FY 2021 Actual</u> |
|--------------------------------------|------------------------------------|---------------------------|---------------------------|---------------------------|
| Regular Instruction (71100) | | | | |
| 429 | Instructional Supplies & Materials | 19,700 | 26,625 | 37,812 |
| 499 | Other Supplies & Materials | 1,774 | - | - |
| 722 | Regular Instruction Equipment | 10,000 | 17,000 | 56,951 |
| Health Services (72120) | | | | |
| 499 | Other Supplies & Materials | 14,200 | 14,700 | 2,458 |
| Transfers Out (99100) | | | | |
| 504 | Indirect Costs | 3,957 | - | - |
| Support: Regular Instruction (72210) | | | | |
| 369 | Contracted Substitutes - Certified | 4,914 | - | - |
| 399 | Other Contracted Services | - | - | 300 |
| 524 | Inservice/Staff Development | <u>50,903</u> | <u>39,286</u> | <u>14,525</u> |
| TITLE IV TOTAL: | | <u><u>105,448</u></u> | <u><u>97,611</u></u> | <u><u>112,046</u></u> |

IDEA, PART B



Overview

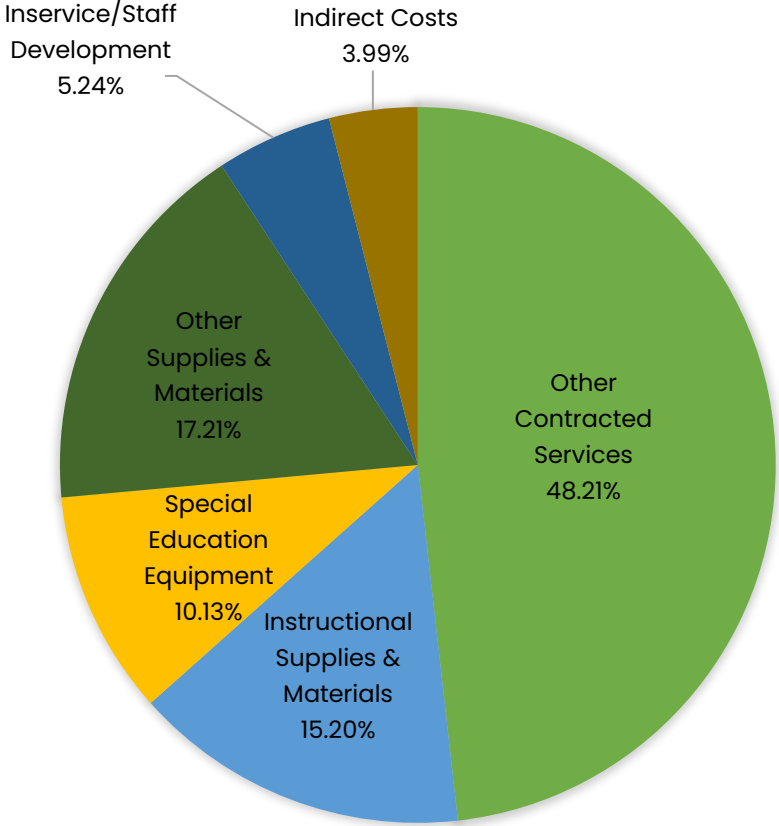
IDEA, Part B, is for students ranging in ages of three through twenty-one who are eligible for special education services. The Individuals with Disabilities in Education Act (IDEA, Part B) provides services such as specialized instruction and programs, interpretation services, and behavior interventions.

IDEA-B

| Fund | Description | FY 2023 Budget | FY 2022 Budget | FY 2021 Actual |
|---|--|---------------------------|---------------------------|---------------------------|
| Special Education (71200) | | | | |
| 116 | Teachers (2 FTEs) | 123,980 | 116,874 | 115,613 |
| 163 | Educational Assistants (26 FTEs) | 678,997 | 630,276 | 539,564 |
| 188 | Instructional Responsibility | 4,910 | - | - |
| 189 | Other Salaries & Wages | - | - | 1,800 |
| 201 | Social Security | 56,625 | 49,800 | 35,995 |
| 204 | State Retirement | 83,857 | 74,100 | 51,229 |
| 206 | Life Insurance | 8,840 | 7,140 | 1,020 |
| 207 | Medical Insurance | 142,000 | 136,935 | 106,293 |
| 212 | Medicare | 12,584 | 11,500 | 8,418 |
| | Salaries & Fringes Subtotal for 71200 : | 1,111,793 | 1,026,625 | 859,932 |
| 312 | Contracts with Private Agencies | 500 | 3,500 | - |
| 370 | Contracts for Substitute Teachers - Non-certified | 500 | - | - |
| 399 | Other Contracted Services | 500 | 5,908 | - |
| 429 | Instructional Supplies & Materials | 1,000 | 5,000 | 11,532 |
| 725 | SPED Equipment | 1,000 | 10,000 | 3,493 |
| Support: Special Education (72220) | | | | |
| 105 | Supervisor/Director | 37,440 | 35,000 | 29,072 |
| 201 | Social Security | 2,228 | 2,142 | 1,602 |
| 204 | State Retirement | 3,692 | 3,550 | 2,953 |
| 206 | Life Insurance | 81 | 77 | 47 |
| 207 | Medical Insurance | 4,581 | 4,581 | 4,501 |
| 212 | Medicare | 522 | 501 | 375 |
| | Salaries & Fringes Subtotal for 72220 : | 48,544 | 45,851 | 38,550 |
| 312 | Contracts with Private Agencies | 111 | 37,007 | 1,320 |
| 355 | Travel | 600 | 100 | 69 |
| 399 | Other Contracted Services | - | - | - |
| 499 | Other Supplies & Materials | 12,000 | 1,000 | 25,585 |
| 524 | Inservice/Staff Development | 3,000 | 33,385 | 7,594 |
| 599 | Other Charges | 500 | - | - |
| Transportation (72710) | | | | |
| 338 | Maintenance and Repairs - Vehicles | 3,000 | 3,000 | - |
| 425 | Gasoline | 2,000 | 2,000 | 965 |
| 511 | Vehicle Insurance | 1,000 | 1,000 | - |
| 729 | Transportation Equipment | - | - | - |
| Transfers Out (99100) | | | | |
| 504 | Indirect Costs | 30,000 | 30,000 | 60,000 |
| IDEA-B TOTAL: | | 1,216,048 | 1,204,376 | 1,009,040 |



IDEA PRESCHOOL



\$19,734

Overview

Federal funds provided for special education services to preschool students.

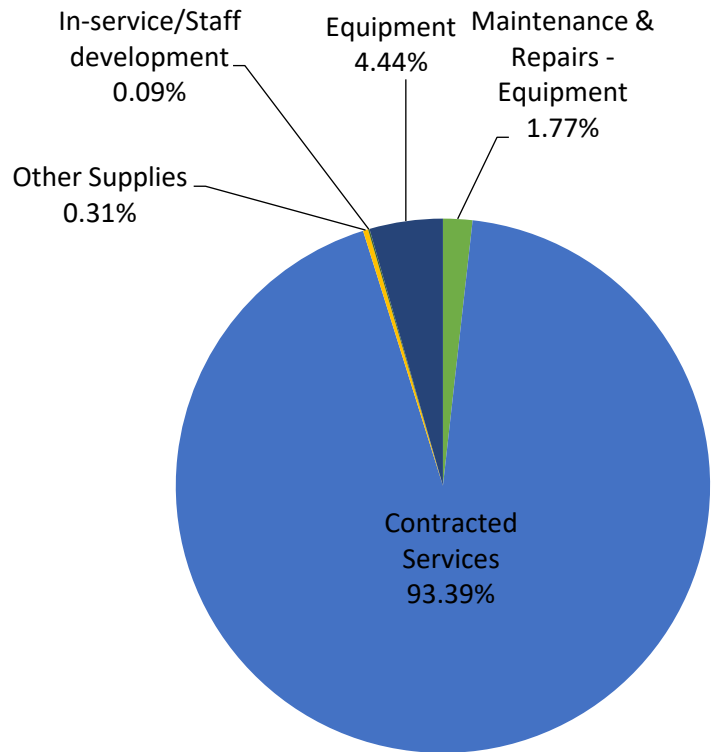
IDEA- PRESCHOOL

| <u>Fund</u> | <u>Description</u> | <u>FY 2023 Budget</u> | <u>FY 2022 Budget</u> | <u>FY 2021 Actual</u> |
|------------------------------------|------------------------------------|---------------------------|---------------------------|---------------------------|
| Special Education (71200) | | | | |
| 399 | Other Contracted Services | 9,514 | - | - |
| 429 | Instructional Supplies & Materials | 3,000 | - | 5,076 |
| 499 | Other Supplies & Materials | - | - | - |
| 725 | Special Education Equipment | 2,000 | 2,000 | 1,604 |
| Support: Special Education (72220) | | | | |
| 399 | Other Contracted Services | - | - | 77 |
| 499 | Other Supplies & Materials | 3,397 | 4,410 | 1,946 |
| 524 | Inservice/Staff Development | 1,035 | 3,022 | 1,814 |
| Transfers Out (99100) | | | | |
| 504 | Indirect Costs | <u>788</u> | <u>788</u> | <u>325</u> |
| IDEA- PRESCHOOL TOTAL: | | <u><u>19,734</u></u> | <u><u>10,220</u></u> | <u><u>10,842</u></u> |





SCHOOL NUTRITION



\$2,349,745

Overview

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

SCHOOL NUTRITION

REVENUES

| Acct | Description | FY 2023 Budget | FY 2022 Budget | FY 2021 Actual |
|-------------|--|---------------------------|---------------------------|---------------------------|
| 43521 | Lunch Income- Children | 819,225 | - | 22,864 |
| 43522 | Lunch Income- Adults | 8,000 | 8,000 | 8,202 |
| 43523 | Breakfast Income | 170,228 | - | 1,169 |
| 43525 | Ala Carte Sales | 493,396 | 459,180 | 187,922 |
| 47111 | USDA Lunch | 419,994 | 769,716 | 801,246 |
| 47113 | USDA Breakfast | 40,780 | 76,890 | 124,629 |
| 47112 | USDA Commodities | 95,280 | 89,836 | 92,378 |
| 47121 | Miscellaneous - Other Revenue - Catering | 5,000 | 4,000 | 1,714 |
| 47590 | Other Federal Through State | 123,830 | - | 13,630 |
| 49800 | Transfers In | - | 100,000 | - |
| | Reserves | 174,012 | - | - |
| | TOTAL NUTRITION REVENUES: | 2,349,745 | 1,507,622 | 1,253,754 |

Includes federal reimbursements from the Federal Government for meals served, payments made by students, teachers, and parents eating at schools, and other miscellaneous revenues.

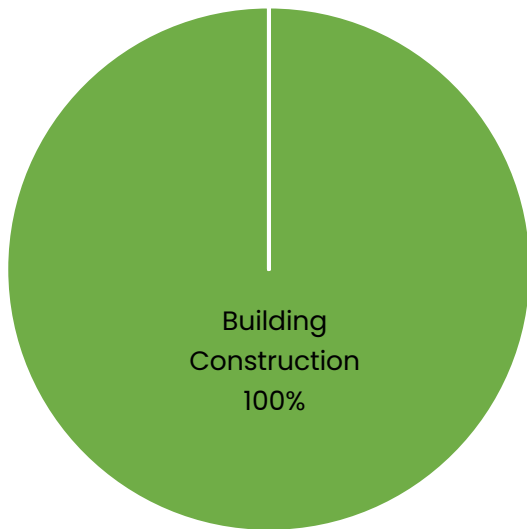
EXPENDITURES

| Acct | Description | FY 2023 Budget | FY 2022 Budget | FY 2021 Actual |
|-------------|--------------------------------------|---------------------------|---------------------------|---------------------------|
| 336 | Maintenance & Repairs - Equipment | 40,000 | 40,000 | 26,164 |
| 399 | Contracted Services | 2,105,465 | 1,293,786 | 1,039,718 |
| 499 | Other Supplies | 7,000 | 7,000 | 2,950 |
| 524 | In-service/Staff development | 2,000 | 2,000 | - |
| 710 | Equipment | 100,000 | 75,000 | 90,920 |
| 469 | USDA Commodities | 95,280 | 89,836 | 92,378 |
| | TOTAL NUTRITION EXPENDITURES: | 2,349,745 | 1,507,622 | 1,252,130 |

Includes expected contracted service to food service management company.

| | | | |
|--|----------|----------|--------------|
| CHANGE IN CAFETERIA FUND BALANCE: | - | - | 1,624 |
|--|----------|----------|--------------|

CAPITAL IMPROVEMENTS



\$4,000,000

Overview

Sources to fund capital improvement projects come from the Shelby County Commission and from the City of Germantown. Budgeted amounts include funds for building improvements to schools and building construction costs for a Houston Middle School Addition.

CAPITAL IMPROVEMENT

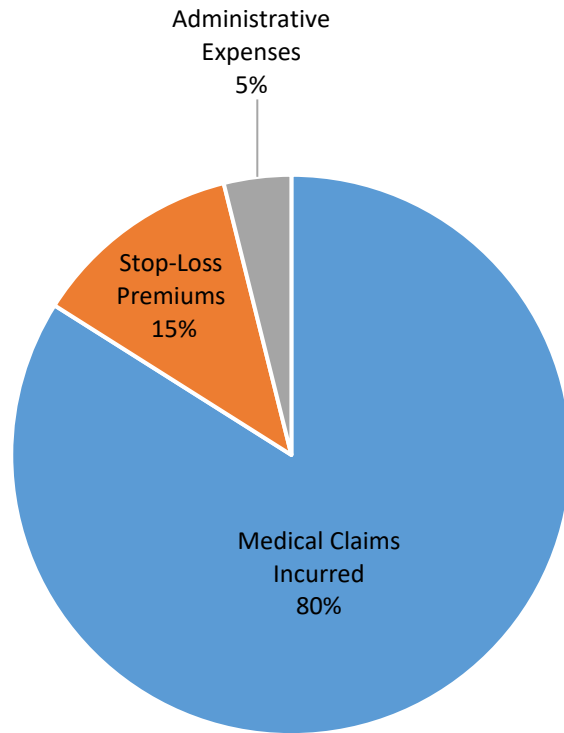
REVENUES

| Acct | Description | FY 2023 Budget | FY 2022 Budget | FY 2021 Actual |
|---------------------------------------|---------------------------------------|---------------------------|---------------------------|---------------------------|
| 44190 | County Commission | 1,500,000 | 2,200,000 | 1,776,050 |
| 49100 | Bond/Note Proceeds | 2,500,000 | 5,000,000 | 559,210 |
| 49810 | Transfers from the City of Germantown | - | 1,500,000 | 500,000 |
| 39000 | Reserves | - | - | - |
| TOTAL CAPITAL IMPROV. REVENUE: | | <u>4,000,000</u> | <u>8,700,000</u> | <u>2,835,270</u> |
| | | 8,000,000 | | |

EXPENDITURES

| Acct | Description | FY 2023 Budget | FY 2022 Budget | FY 2021 Actual |
|--|-----------------------|---------------------------|---------------------------|---------------------------|
| 304 | Architects | - | 300,000 | 699,480 |
| 706 | Building Construction | 4,000,000 | 8,400,000 | 583,790 |
| 707 | Building Improvements | - | - | 2,581,180 |
| 790 | Other Equipment | - | - | 96,400 |
| TOTAL CAPITAL IMPROV. EXPENDITURES: | | <u>4,000,000</u> | <u>8,700,000</u> | <u>3,960,860</u> |
| CHANGE IN CAPITAL IMPROVEMENT FUND BALANCE: | | <u>-</u> | <u>-</u> | <u>(1,125,589)</u> |

HEALTH INSURANCE



\$6,260,000

Overview

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

HEALTH INSURANCE

REVENUES

| Acct | Description | FY 2023 Budget | FY 2022 Budget | FY 2021 Actual |
|--|------------------------|---------------------------|---------------------------|---------------------------|
| 42000 | Employee Contributions | 1,766,260 | 1,938,402 | 1,847,188 |
| 42100 | Employer Contributions | 3,295,640 | 3,606,846 | 3,439,131 |
| 42500 | COBRA payments | 0 | 0 | 0 |
| 42900 | Other Income | 200,000 | 200,000 | 227,250 |
| 44110 | Interest income | 0 | 0 | 1,481 |
| | Reserves | 998,100 | 428,100 | 0 |
| TOTAL HEALTH INSURANCE FUND REVENUES: | | 6,260,000 | 6,173,348 | 5,515,050 |

Includes employees' and the District's contributions for health insurance. Other income includes pharmacy rebates.

EXPENDITURES

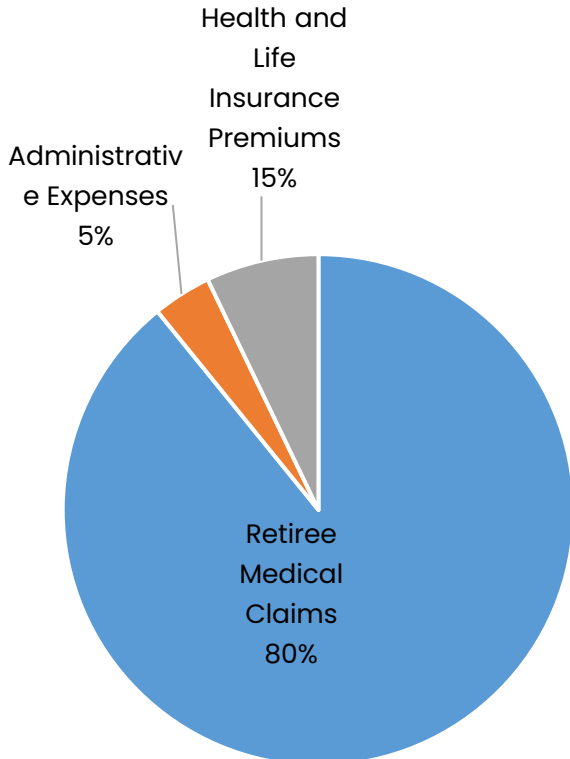
| Acct | Description | FY 2023 Budget | FY 2022 Budget | FY 2021 Actual |
|--|-------------------------|---------------------------|---------------------------|---------------------------|
| 280 | Medical Claims Incurred | 5,000,000 | 5,183,348 | 4,773,424 |
| 281 | Stop-Loss Premiums | 960,000 | 750,000 | 565,718 |
| 282 | Administrative Expenses | 300,000 | 240,000 | 217,106 |
| TOTAL HEALTH INSURANCE FUND EXPENDITURES: | | 6,260,000 | 6,173,348 | 5,556,248 |

Includes claims expense for medical and pharmacy, stop loss premiums, and third-party administrative expenses.

CHANGE IN HEALTH INSURANCE FUND BALANCE: 0 0 -41,198



OPEB TRUST



\$763,000

Overview

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

OPEB TRUST

REVENUES

| Acct | Description | FY 2023 Budget | FY 2022 Budget | FY 2021 Actual |
|--|---|---------------------------|---------------------------|---------------------------|
| 42100 | Employer Contributions | 755,000 | 755,000 | 709,990 |
| 42200 | Retiree Contributions | 80,000 | 80,000 | 75,000 |
| 44110 | Investment Income | 75,000 | 75,000 | 55,720 |
| 44111 | Unrealized and Realized Gain/Loss on Investment | <u>292,500</u> | <u>280,000</u> | <u>760,081</u> |
| TOTAL OPEB TRUST FUND REVENUES: | | <u>1,202,500</u> | <u>1,190,000</u> | <u>1,600,791</u> |

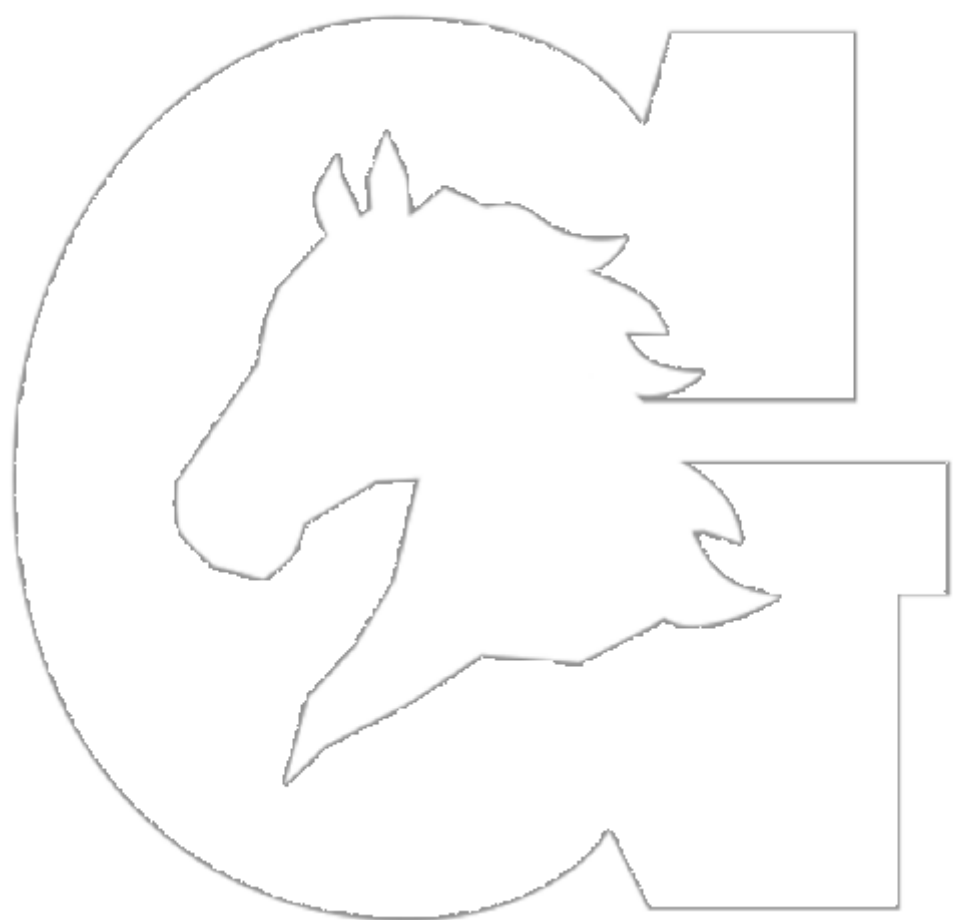
Includes District's contributions for health and life insurance benefits for retirees. Retiree contributions include amounts from TCRS withheld from their pension check and transmitted to GMUSD. Unrealized gain on investment assumes a 7% rate of return on investments.

EXPENDITURES

| Acct | Description | FY 2023 Budget | FY 2022 Budget | FY 2021 Actual |
|--|------------------------------------|---------------------------|---------------------------|---------------------------|
| 28000 | Retiree Stipends | 90,000 | 64,000 | 62,250 |
| 28100 | Retiree Medical Claims | 600,000 | 600,000 | 146,138 |
| 28200 | Administrative Expenses | 25,000 | 25,000 | 17,600 |
| 28300 | Health and Life Insurance Premiums | <u>48,000</u> | <u>48,000</u> | <u>38,825</u> |
| TOTAL OPEB TRUST FUND EXPENDITURES: | | <u>763,000</u> | <u>737,000</u> | <u>264,813</u> |

Includes claims expense for medical and pharmacy claims, retiree stipends for health insurance, health and life insurance premiums for retirees, and third-party administrative expenses.

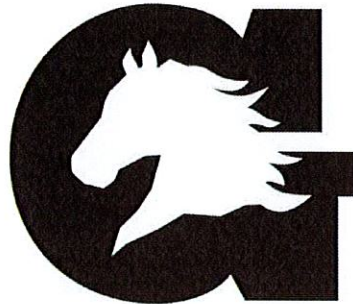
| | | | |
|---|----------------|----------------|------------------|
| CHANGE IN OPEB TRUST FUND BALANCE: | <u>439,500</u> | <u>453,000</u> | <u>1,335,978</u> |
|---|----------------|----------------|------------------|



2022 -
2023

Proposal for Business Insurance Consulting & Brokerage Services

*Germantown Board of Education
Germantown Municipal School District*



GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
Excellence. Always.

Presented by:
David A. McDonnell
Insight Risk Management, LLC



7200 Goodlett Farms Pkwy, Cordova TN, 38016

901 278 5375

contact@irmllc.com

**Germantown Board of Education
Germantown Municipal School District
Executive Summary
2022/2023 Renewal**

Public Entity Partners

Public Entity Partners was organized in 1979 as a not-for-profit tax-exempt corporation under the Tennessee Governmental Tort Liability Act. Public Entity Partners ended 2020 with 495 members comprised of municipalities and municipal school districts all domiciled in the State of Tennessee. Public Entity Partners ended 2021 with \$84,122,913 in net written premiums and declared a Member Dividend of \$20,970,002 to its members statewide.

Property Coverage

Total Insured Values for the GMSD Property Renewal increased \$5,992,841 over 2021/2022 reflecting \$160,452,009 in total insured values. The increase in values was attributable to the application of a 4% inflation guard factor on the buildings.

Workers Compensation

The total payroll for the Worker's Compensation renewal remained unchanged. The rates decreased over the 2021/2022 policy period and the individual experience rate used on the renewal remain largely unchanged.

Liability Insurance

The General Liability Insurance is rated on number of students and the student count for 2021/2022 and 2022/2023 was very similar and the renewal premium was in line with the expiring premium. We use a look back projection on the renewal since the actual number of students is not finalized until school starts. The increase in the Errors & Omissions premium was due an 11% increase in GMSD's year over year budget.

Student Accident Policy

The Student Accident Insurance is rated on number of students and the student count for 2021/2022 and 2022/2023 was very similar and the renewal premium was in line with the expiring premium.

Germantown Board of Education

2022/2023 Premium Summary

| Line of Coverage | 2021/2022 | 2022/2023 | \$\$\$ Change |
|-----------------------------|-------------------|-------------------|-------------------|
| Property | \$ 273,232 | \$ 264,030 | \$ (9,202) |
| Equipment | Included | Included | Included |
| Computers | Included | Included | Included |
| Breakdown | Included | Included | Included |
| Automatic Coverages | Included | Included | Included |
| Earthquake | Included | Included | Included |
| | | | |
| | | | |
| Workers Compensation | \$ 69,952 | \$ 64,719 | \$ (5,233) |
| | | | |
| | | | |
| Liability Total | \$ 58,383 | \$ 64,316 | \$ 5,933 |
| General Liability | \$ 6,984 | \$ 4,547 | \$ (2,437) |
| Errors & Omissions | \$ 50,067 | \$ 57,577 | \$ 7,510 |
| Automobile | \$ 1,332 | \$ 2,192 | \$ 860 |
| | | | |
| | | | |
| Student Accident | \$ 23,797 | \$ 23,797 | \$ - |
| | | | |
| | | | |
| Total Premium | \$ 425,364 | \$ 416,862 | \$ (8,502) |
| | | | |
| | | | |
| Member Dividends | 2021/2022 | 2022/2023 | |
| Property | \$ - | \$ 925 | \$ 925 |
| Liability | \$ 1,533 | \$ 2,039 | \$ 506 |
| Workers Comp | \$ 4,771 | \$ 5,549 | \$ 778 |
| Total | \$ 6,304 | \$ 8,513 | \$ 2,209 |

**Germantown Municipal
School District
Property Summary**

| | |
|--|---|
| Coverage | |
| Total Premium | \$264,030 |
| Total Insured Values | \$160,452,009 |
| Blanket Building & Personal Property | \$153,112,009 |
| Equipment Breakdown Limit | \$154,012,009 |
| Computer Equipment | \$6,440,000 |
| Mobile Equipment | \$900,000 |
| Crime | \$500,000 |
| Deductible | \$25,000 \$5,000 Transportation, EDP, Mobile Equipment and Athletic Facility Lighting \$1,000 Crime |
| Cause of Loss | Special |
| Adjustment | Replacement Cost |
| Flood Coverage | \$1,000,000 Per Occurrence and Annual Aggregate |
| Earthquake | \$15,000,000 Underground Excluded 1% Deductible subject to \$25,000 per location Per Occurrence and Annual Aggregate |
| Newly Acquired Property | \$1,500,000 |
| Business Income | \$1,500,000 |
| Extra Expense | \$1,500,000 |
| Rental Income | \$500,000 |
| Valuable Papers | \$250,000 |
| Accounts Receivable | \$250,000 |
| Consequential Loss | \$500,000 |
| Builder's Risk | \$500,000 |
| EDP Media & Software | \$100,000 |
| Personal Effects | \$50,000 |
| Pollutant Clean Up | \$50,000 |
| Fine Arts | \$100,000 |
| Debris Removal | \$500,000 |
| Transit Coverage | \$250,000 |
| Protection & Preservation of Property | \$50,000 |
| Vandalism of Natural Grass Fields | \$100,000 |
| Leasehold Interest | \$500,000 |
| Terrorism | \$500,000 Per Occurrence and Annual Aggregate |

**BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GERMANTOWN BOARD OF EDUCATION**

**Effective Date: 7/1/2022
Policy No: PPR-0366-23**

QUOTATION ONLY

REPLACEMENT COST means the smaller of - a) the cost to repair; b) the cost to rebuild or replace at the same location with new materials of equivalent size, kind, and quality as of the time following the loss or damage when, with due diligence and dispatch, the rebuilding or replacement could be effected; or c) the actual expenditure that would be incurred in rebuilding, repairing, or replacing the damaged or destroyed property on the same or another site, but not to exceed the size and operating capacity that existed at the time of loss as respects building or structure, machinery, fixtures, and equipment.

ACTUAL CASH VALUE (ACV) means the smaller of - a) the cost to repair with like kind and quality less proper deduction for depreciation; b) the cost to replace with like kind and quality less proper deduction for depreciation; or c) the amount actually expended to replace with like kind and quality less proper deduction for depreciation, if replaced.

STATED AMOUNT VALUE (STATED) means that both replacement cost and actual cash value as determined by our valuation service have been rejected and that the value shown is the most that will be paid in the event of a total loss and is the value that will be subject to a coinsurance penalty in the event of a partial loss.

| | Location | Occupancy | Const Type | Building Values | Personal Property Values | Location Total Values |
|----|---------------------------|--|------------|-----------------|--------------------------|-----------------------|
| 1 | 6655-6685 POPLAR AVENUE | OFFICE-DELETED:7/1/2019 | MNC | 0 | 0 | 0 |
| 2 | 9755 WOLF RIVER BOULEVARD | HOUSTON HIGH SCHOOL | MNC | 37,643,936 | 1,325,000 | 38,968,936 |
| 3 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS ANNEX CLASSROOM BUILDING | MNC | 4,802,016 | 0 | 4,802,016 |
| 4 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS BAND EQUIPMENT BUILDING-DELETED:5/11/2021 | NC | 0 | 0 | 0 |
| 5 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS GREENHOUSE | NC | 209,370 | 0 | 209,370 |
| 6 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS FOOTBALL FIELD LIGHTING AND FENCING | NC | 246,516 | 0 | 246,516 |
| 7 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS FOOTBALL FIELD HOME BLEACHERS | NC | 652,876 | 0 | 652,876 |
| 8 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS FOOTBALL FIELD VISITOR BLEACHERS | NC | 409,736 | 0 | 409,736 |
| 9 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS FOOTBALL FIELD SCOREBOARD | NC | 325,312 | 0 | 325,312 |
| 10 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS FOOTBALL FIELD STORAGE BUILDING | FRAME | 3,584 | 0 | 3,584 |
| 11 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS FOOTBALL FIELD TICKET BOOTH | NC | 8,530 | 0 | 8,530 |
| 12 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS FOOTBALL FIELD TICKET BOOTH | FRAME | 2,225 | 0 | 2,225 |
| 13 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS BASEBALL FIELD CONCESSION STAND | FRAME | 113,691 | 0 | 113,691 |
| 14 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS BASEBALL FIELD LIGHTING AND FENCING | NC | 282,537 | 0 | 282,537 |
| 15 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS BASEBALL FIELD ELEVATED WOOD DECK | FRAME | 8,654 | 0 | 8,654 |
| 16 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS BASEBALL FIELD BLEACHERS | NC | 46,856 | 0 | 46,856 |

Attached to and a part of policy number: PPR-0366-23 with effective dates from 07/01/2022 to 07/01/2023.

**BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GERMANTOWN BOARD OF EDUCATION**

Effective Date: 7/1/2022

Policy No: PPR-0366-23

QUOTATION ONLY

REPLACEMENT COST means the smaller of - a) the cost to repair; b) the cost to rebuild or replace at the same location with new materials of equivalent size, kind, and quality as of the time following the loss or damage when, with due diligence and dispatch, the rebuilding or replacement could be effected; or c) the actual expenditure that would be incurred in rebuilding, repairing, or replacing the damaged or destroyed property on the same or another site, but not to exceed the size and operating capacity that existed at the time of loss as respects building or structure, machinery, fixtures, and equipment.

ACTUAL CASH VALUE (ACV) means the smaller of - a) the cost to repair with like kind and quality less proper deduction for depreciation; b) the cost to replace with like kind and quality less proper deduction for depreciation; or c) the amount actually expended to replace with like kind and quality less proper deduction for depreciation, if replaced.

STATED AMOUNT VALUE (STATED) means that both replacement cost and actual cash value as determined by our valuation service have been rejected and that the value shown is the most that will be paid in the event of a total loss and is the value that will be subject to a coinsurance penalty in the event of a partial loss.

| | Location | Occupancy | Const Type | Building Values | Personal Property Values | Location Total Values |
|----|---------------------------|--|------------|-----------------|--------------------------|-----------------------|
| 17 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS BASEBALL FIELD STORAGE GARAGE | JM | 22,626 | 0 | 22,626 |
| 18 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS BASEBALL FIELD DUGOUTS | JM | 24,108 | 0 | 24,108 |
| 19 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS BASEBALL FIELD STORAGE BUILDING | FRAME | 4,574 | 0 | 4,574 |
| 20 | 9755 WOLF RIVER BOLEVARD | HOUSTON HS BASEBALL FIELD SCOREBOARD | NC | 37,337 | 0 | 37,337 |
| 21 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS BASEBALL FIELD HOUSE | NC | 1,036,722 | 0 | 1,036,722 |
| 22 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS BASEBALL FIELD LAWN EQUIPMENT BLDG. | JM | 85,060 | 0 | 85,060 |
| 23 | 9400 WOLF RIVER BOULEVARD | HOUSTON MIDDLE SCHOOL | MNC | 13,342,312 | 575,000 | 13,917,312 |
| 24 | 9400 WOLF RIVER BOULEVARD | HOUSTON MIDDLE STORAGE BUILDING | FRAME | 3,090 | 0 | 3,090 |
| 25 | 9400 WOLF RIVER BOULEVARD | HOUSTON MIDDLE SOCCER LIGHTING AND FENCING | NC | 151,963 | 0 | 151,963 |
| 26 | 9400 WOLF RIVER BOULEVARD | HOUSTON MIDDLE TICKET BOOTH | NC | 8,530 | 0 | 8,530 |
| 27 | 9400 WOLF RIVER BOULEVARD | HOUSTON MIDDLE SOCCER BLEACHERS | NC | 104,840 | 0 | 104,840 |
| 28 | 9400 WOLF RIVER BOULEVARD | HOUSTON MIDDLE SOCCER SCOREBOARD | NC | 11,992 | 0 | 11,992 |
| 29 | 9400 WOLF RIVER BOULEVARD | HOUSTON MIDDLE SOCCER DUGOUTS | FRAME | 8,035 | 0 | 8,035 |
| 30 | 9400 WOLF RIVER BOULEVARD | HOUSTON MIDDLE SOCCER SCORER BOOTHS | FRAME | 1,977 | 0 | 1,977 |
| 31 | 9400 WOLF RIVER BOULEVARD | HOUSTON MIDDLE SOCCER CONCESSION STAND | JM | 85,800 | 0 | 85,800 |
| 32 | 9400 WOLF RIVER BOULEVARD | HOUSTON MIDDLE SOCCER STORAGE | FRAME | 3,584 | 0 | 3,584 |

Attached to and a part of policy number: PPR-0366-23 with effective dates from 07/01/2022 to 07/01/2023.

BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GERMANTOWN BOARD OF EDUCATION

Effective Date: 7/1/2022
Policy No: PPR-0366-23

QUOTATION ONLY

REPLACEMENT COST means the smaller of - a) the cost to repair; b) the cost to rebuild or replace at the same location with new materials of equivalent size, kind, and quality as of the time following the loss or damage when, with due diligence and dispatch, the rebuilding or replacement could be effected; or c) the actual expenditure that would be incurred in rebuilding, repairing, or replacing the damaged or destroyed property on the same or another site, but not to exceed the size and operating capacity that existed at the time of loss as respects building or structure, machinery, fixtures, and equipment.

ACTUAL CASH VALUE (ACV) means the smaller of - a) the cost to repair with like kind and quality less proper deduction for depreciation; b) the cost to replace with like kind and quality less proper deduction for depreciation; or c) the amount actually expended to replace with like kind and quality less proper deduction for depreciation, if replaced.

STATED AMOUNT VALUE (STATED) means that both replacement cost and actual cash value as determined by our valuation service have been rejected and that the value shown is the most that will be paid in the event of a total loss and is the value that will be subject to a coinsurance penalty in the event of a partial loss.

| | Location | Occupancy | Const Type | Building Values | Personal Property Values | Location Total Values |
|----|---------------------------|---|------------|-----------------|--------------------------|-----------------------|
| 33 | 9400 WOLF RIVER BOULEVARD | HOUSTON MIDDLE STORAGE BUILDING | FRAME | 1,360 | 0 | 1,360 |
| 34 | 8945 DOGWOOD ROAD | DOGWOOD ELEMENTARY SCHOOL | MNC | 13,537,048 | 304,746 | 13,841,794 |
| 35 | 8945 DOGWOOD ROAD | DOGWOOD ELEMENTARY PLAYGROUND EQUIPMENT | NC | 88,768 | 0 | 88,768 |
| 36 | 7391 NESHOPA ROAD | RIVERDALE ELEMENTARY SCHOOL | MNC | 24,841,936 | 750,000 | 25,591,936 |
| 37 | 7391 NESHOPA ROAD | RIVERDALE ELEMENTARY KINDERGARTEN CLASSROOM BLDG. | MNC | 2,070,068 | 0 | 2,070,068 |
| 38 | 7391 NESHOPA ROAD | RIVERDALE ELEMENTARY GYMNASIUM | MNC | 1,699,729 | 0 | 1,699,729 |
| 39 | 7391 NESHOPA ROAD | RIVERDALE ELEMENTARY PORTABLE P1-DELETED 07/01/17 | | 0 | 0 | 0 |
| 40 | 7391 NESHOPA ROAD | RIVERDALE ELEMENTARY PORTABLE P2-DELETED 07/01/17 | | 0 | 0 | 0 |
| 41 | 7391 NESHOPA ROAD | RIVERDALE ELEMENTARY PORTABLE P3-DELETED 07/01/17 | | 0 | 0 | 0 |
| 42 | 7391 NESHOPA ROAD | RIVERDALE ELEMENTARY PORTABLE P4-DELETED 07/01/17 | | 0 | 0 | 0 |
| 43 | 7391 NESHOPA ROAD | RIVERDALE ELEMENTARY PORTABLE P5-DELETED 07/01/17 | | 0 | 0 | 0 |
| 44 | 7391 NESHOPA ROAD | RIVERDALE ELEMENTARY PORTABLE P6-DELETED 07/01/17 | | 0 | 0 | 0 |
| 45 | 7391 NESHOPA ROAD | RIVERDALE ELEMENTARY PORTABLE P7-DELETED 07/01/17 | | 0 | 0 | 0 |
| 46 | 7391 NESHOPA ROAD | RIVERDALE ELEMENTARY PORTABLE P8-DELETED 07/01/17 | | 0 | 0 | 0 |
| 47 | 7391 NESHOPA ROAD | RIVERDALE ELEMENTARY PORTABLE P9-DELETED 07/01/17 | | 0 | 0 | 0 |
| 48 | 7391 NESHOPA ROAD | RIVERDALE ELEMENTARY PORTABLE P10-DELETED 07/01/17 | | 0 | 0 | 0 |

Attached to and a part of policy number: PPR-0366-23 with effective dates from 07/01/2022 to 07/01/2023.

**BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GERMANTOWN BOARD OF EDUCATION**

Effective Date: 7/1/2022

Policy No: PPR-0366-23

QUOTATION ONLY

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ACTUAL CASH VALUE (ACV) means the smaller of - a) the cost to repair with like kind and quality less proper deduction for depreciation; b) the cost to replace with like kind and quality less proper deduction for depreciation; or c) the amount actually expended to replace with like kind and quality less proper deduction for depreciation, if replaced.

STATED AMOUNT VALUE (STATED) means that both replacement cost and actual cash value as determined by our valuation service have been rejected and that the value shown is the most that will be paid in the event of a total loss and is the value that will be subject to a coinsurance penalty in the event of a partial loss.

| | Location | Occupancy | Const Type | Building Values | Personal Property Values | Location Total Values |
|----|--------------------|--|------------|-----------------|--------------------------|-----------------------|
| 49 | 7391 NESHOBAS ROAD | RIVERDALE ELEMENTARY PORTABLE P11-DELETED 07/01/17 | | 0 | 0 | 0 |
| 50 | 7391 NESHOBAS ROAD | RIVERDALE ELEMENTARY PORTABLE P12-DELETED 07/01/17 | | 0 | 0 | 0 |
| 51 | 7391 NESHOBAS ROAD | RIVERDALE ELEMENTARY PORTABLE P13-DELETED 07/01/17 | | 0 | 0 | 0 |
| 52 | 7391 NESHOBAS ROAD | RIVERDALE ELEMENTARY PORTABLE P14-DELETED 07/01/17 | | 0 | 0 | 0 |
| 53 | 7391 NESHOBAS ROAD | RIVERDALE ELEMENTARY PORTABLE BAND BLDG. P15-DELETED 07/01/17 | | 0 | 0 | 0 |
| 54 | 7391 NESHOBAS ROAD | RIVERDALE ELEMENTARY PORTABLE P16-DELETED 07/01/17 | | 0 | 0 | 0 |
| 55 | 7391 NESHOBAS ROAD | RIVERDALE ELEMENTARY PORTABLE P17-DELETED 07/01/17 | | 0 | 0 | 0 |
| 56 | 7391 NESHOBAS ROAD | RIVERDALE ELEMENTARY PORTABLE P18-DELETED 07/01/17 | | 0 | 0 | 0 |
| 57 | 7391 NESHOBAS ROAD | RIVERDALE ELEMENTARY PORTABLE P19-DELETED 07/01/17 | | 0 | 0 | 0 |
| 58 | 7391 NESHOBAS ROAD | RIVERDALE ELEMENTARY PORTABLE P20-DELETED 07/01/17 | | 0 | 0 | 0 |
| 59 | 7391 NESHOBAS ROAD | RIVERDALE ELEMENTARY PORTABLE P21-DELETED 07/01/17 | | 0 | 0 | 0 |
| 60 | 7391 NESHOBAS ROAD | RIVERDALE ELEMENTARY PORTABLE RESTROOM BLDG. | FRAME | 51,926 | 0 | 51,926 |
| 61 | 7391 NESHOBAS ROAD | RIVERDALE ELEMENTARY LARGE STORAGE BLDG. | FRAME | 9,025 | 0 | 9,025 |
| 62 | 7391 NESHOBAS ROAD | RIVERDALE ELEMENTARY STORAGE BLDG | FRAME | 2,348 | 0 | 2,348 |
| 63 | 7391 NESHOBAS ROAD | RIVERDALE ELEMENTARY STORAGE BLDG | FRAME | 2,348 | 0 | 2,348 |
| 64 | 2085 CORDES ROAD | FARMINGTON ELEMENTARY SCHOOL | MNC | 11,272,243 | 500,000 | 11,772,243 |

Attached to and a part of policy number: PPR-0366-23 with effective dates from 07/01/2022 to 07/01/2023.

**BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GERMANTOWN BOARD OF EDUCATION**

Effective Date: 7/1/2022

Policy No: PPR-0366-23

QUOTATION ONLY

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| Location | Occupancy | Const Type | Building Values | Personal Property Values | Location Total Values |
|--|---|------------|-----------------|--------------------------|-----------------------|
| 65 2085 CORDES ROAD | FARMINGTON ELEMENTARY PLAYGROUND EQUIPMENT | NC | 93,095 | 0 | 93,095 |
| 66 2085 CORDES ROAD | FARMINGTON ELEMENTARY STORAGE BUILDING | FRAME | 2,597 | 0 | 2,597 |
| 67 2085 CORDES ROAD | FARMINGTON ELEMENTARY STORAGE BUILDING | FRAME | 2,597 | 0 | 2,597 |
| 68 2085 CORDES ROAD | FARMINGTON ELEMENTARY PORTABLE 162-DELETED:7/1/2019 | FRAME | 0 | 0 | 0 |
| 69 2085 CORDES ROAD | FARMINGTON ELEMENTARY PORTABLE 193-DELETED:7/1/2019 | FRAME | 0 | 0 | 0 |
| 70 2085 CORDES ROAD | FARMINGTON ELEMENTARY PORTABLE 200-DELETED:7/1/2019 | FRAME | 0 | 0 | 0 |
| 71 2085 CORDES ROAD | FARMINGTON ELEMENTARY PORTABLE 201-DELETED:7/1/2019 | FRAME | 0 | 0 | 0 |
| 72 9755 WOLF RIVER PARKWAY | HOUSTON HS FOOTBALL FIELD SYNTHETIC TURF | NC | 1,210,072 | 0 | 1,210,072 |
| 73 2085 CORDES ROAD | FARMINGTON ELEM PORTABLE CLASSRMS (5) - RESTROOMS (3) | FRAME | 662,959 | 0 | 662,959 |
| 74 8945 DOGWOOD ROAD | DOGWOOD ELEM PORTABLE CLASSRMS (8) - RESTROOMS (3) | FRAME | 826,166 | 0 | 826,166 |
| 75 3366 S FOREST HILL IRENE ROAD 38138 | FOREST HILL ELEMENTARY SCHOOL, GENERATOR | MNC | 19,656,391 | 1,850,000 | 21,506,391 |
| 76 3350 S FOREST HILL IRENE ROAD | DISTRICT OFFICE | MNC | 4,099,912 | 300,000 | 4,399,912 |
| 77 HOUSTON LEVEE TENNIS COURTS | ATHLETIC FIELD LIGHTING | NC | 89,998 | 0 | 89,998 |
| 78 HOUSTON LEVEE SOFTBALL FIELDS | BALL FIELDS (3) LIGHTING, FENCING, DUGOUTS AND BLEACHERS | NC | 422,815 | 0 | 422,815 |
| 79 HOUSTON LEVEE PARK | RESTROOMS | JM | 83,209 | 0 | 83,209 |
| 80 9755 WOLF RIVER BOULEVARD | HOUSTON HS FIELD HOUSE | MNC | 4,466,187 | 0 | 4,466,187 |

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**BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GERMANTOWN BOARD OF EDUCATION**

Effective Date: 7/1/2022

Policy No: PPR-0366-23

QUOTATION ONLY

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| Location | | Occupancy | Const Type | Building Values | Personal Property Values | Location Total Values |
|--------------|---------------------------|-------------------------------------|------------|--------------------|--------------------------|-----------------------|
| 81 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS BAND BUILDING | MNC | 1,743,154 | 0 | 1,743,154 |
| 82 | 9755 WOLF RIVER BOULEVARD | HOUSTON HS CONCESSION STAND/PADDOCK | NC | 882,923 | 0 | 882,923 |
| TOTAL | | | | 147,507,263 | 5,604,746 | 153,112,009 |

Germantown Board of Education 2022/2023 Policy
Germantown Municipal School District

| Coverage | Limit |
|----------------------|--------------|
| Workers Compensation | Statutory |
| Employers Liability | \$ 1,000,000 |
| | \$ 1,000,000 |
| | \$ 1,000,000 |

| | Payroll | Payroll |
|-----------------------------|----------------------|----------------------|
| Classification | 2021/2022 | 2022/2023 |
| Schools Professional | \$ 37,009,617 | \$ 37,009,617 |
| Schools All Other | \$ 625,116 | \$ 625,116 |
| GMSD Board Member | Included | Included |
| | | |
| Total Payroll | \$ 38,634,733 | \$ 38,634,733 |
| | | |
| | | |
| | | |
| | Base Rates | Base Rates |
| | 2021/2022 | 2022/2023 |
| Schools Professional | 0.246 | 0.148 |
| Schools All Other | 2.46 | 1.538 |
| | | |
| Increased Limit Factors | 1.028 | 1.028 |
| Experience Mod Factor | 0.87 | 0.89 |
| Schdeule Mod Factor | 0.825 | 0.825 |
| Deductible Factor (\$1,000) | 0.90 | 0.90 |
| Three Year Policy Factor | 0.98 | 0.98 |
| | | |
| Estimated Premium | \$69,952 | \$64,719 |
| | | |
| | | |

Germantown Municipal School District Liability Coverages

Limits of Coverage

Coverage A - General Liability and Coverage B - Personal Injury Liability

- \$ **300,000** Per Person for Bodily Injury or Personal Injury as limited by the Tort Liability Act
- \$ **700,000** Per Occurrence for Bodily Injury or Personal Injury as Limited by the Tort Liability Act
- \$ **100,000** Per Occurrence for Property Damage as Limited by the Tort Liability Act
- \$**5,000,000** Per Occurrence for Each Other Loss
- \$ **1,000** Per Person and **\$10,000** Per Accident for Medical Payment
- \$ **500,000** Per Person/**\$1,000,000** Per Occurrence for Catastrophic Medical Expenses Excess of Bodily Injury
- \$ **100,000** Per Occurrence for Fire Damage
- \$ **100,000** Per Occurrence for Impounded Property or Commandeered Property Damage
- \$ **100,000** Per Occurrence for Non-Monetary Defense Cost
- \$ **100,000** Per Occurrence for Sewer Backup/Water Main Break
- \$ **5,000** Per Occurrence Deductible

Coverage C - Errors or Omissions Liability

- \$**5,000,000** Per Occurrence
- \$**5,000,000** Per Occurrence/Policy Aggregate for Employee Practices Liability
- \$**1,000,000** Per Occurrence/Policy Aggregate for Privacy/Network/Cyber Liability
- \$**1,000,000** Per Occurrence for Employee Benefits/Fiduciary Liability
- Deductible \$5,000 Per Occurrence**

Coverage D - Automobile Liability (Owned, Hired and Non Owned Autos)

- \$ **300,000** Per Person for Bodily Injury or Personal Injury as limited by the Tort Liability Act
- \$ **700,000** Per Occurrence for Bodily Injury or Personal Injury as Limited by the Tort Liability Act
- \$ **100,000** Per Occurrence for Property Damage as Limited by the Tort Liability Act
- \$**5,000,000** Per Occurrence for Each Other Loss
- \$ **1,000** Per Person and **\$10,000** Per Accident for Medical Payment
- \$ **500,000** Per Person/**\$1,000,000** Per Occurrence for Catastrophic Medical Expenses Excess of Bodily Injury
- \$ **300,000** Per Occurrence for Uninsured / Underinsured Motorist Coverage Bodily Injury
- \$ **100,000** Per Occurrence for Uninsured / Underinsured Motorist Coverage Property Damage
- Deductible \$5,000 Per Occurrence**
- No Deductible on UM Coverage**

Coverage E - Automobile Physical Damage

Physical Damage Deductibles

- \$ **500** Comprehensive
- \$ **500** Collision



CHUBB®

Special Risk Proposal

Created for:
GERMANTOWN MUNICIPAL SCHOOL DISTRICT

Presented By:
INSIGHT RISK MANAGEMENT

Accident & Health



Proposal Terms & Conditions

This proposal provides a brief description of the important features of the policy. Please reference the Specimen Contract for complete policy details.

Name of Policyholder: GERMANTOWN MUNICIPAL SCHOOL DISTRICT
Address: 3350 S. FOREST HILL IRENE ROAD
City: GERMANTOWN **State:** TN **Zip Code:** 38138
Quote Date of Issuance: May 19, 2022

This proposal is valid for 90 days from the quote date of issuance. This insurance policy is only for the listed Policy Type(s) and is based upon the information submitted and rates in effect on this date. If any of the information submitted for this quotation is altered, we reserve the right to change this quotation accordingly. Actual coverage afforded is subject to the terms and conditions of the policy as issued.

This proposal does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from offering or providing insurance. To the extent any such prohibitions apply, this proposal is void from the beginning.

Annual Premium \$23,797

Commission: 15%

NOTICE:

Coverage can only be bound and commissions paid to a Chubb appointed agency. We require the appropriate state insurance licenses(s)-i.e. Accident/Health/Life/Disability/Sickness-to be filed with Chubb for the agency and/or individual based on the risk and agency location following state laws.

Eligibility

Class

1 All registered students of the Policyholder.

Principal Sum

Class

1 \$10,000

Hazard/When Coverage Applies

Class

1 Covered Activities

Aggregate Limit of Insurance

A maximum limit of insurance of \$1,000,000 applies per Accident.

Accidental Death and Dismemberment

| Accidental: | Benefit Amounts (Percentage of Principal Sum) |
|---|--|
| Loss of Life | 100% |
| Loss of Speech and Loss of Hearing | 200% |
| Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye | 200% |
| Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye | 200% |
| Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye | 200% |
| Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each) | 100% |
| Loss of Speech or Loss of Hearing | 100% |
| Loss of Thumb and Index Finger of the same Hand | 50% |

Additional Benefits

Accident Medical Expense:

Maximum Benefit Amount: \$25,000

Deductible: \$500

Exclusions

There are certain situations not covered in this policy. These policy exclusions include:

Disease or Illness

Suicide or Intentional Injury

Incarceration

War

Service in the Armed Forces

Owned Aircraft, Leased Aircraft or Operated Aircraft

Aircraft Pilot or Crew

Trade Sanctions

Intoxication

Narcotic

Please reference the Specimen Contract for complete information on exclusions.



CUSTODIAL SERVICES AGREEMENT

THIS CUSTODIAL SERVICES AGREEMENT (“Agreement”), by and between **Germantown Board of Education, operating as Germantown Municipal School District**, a school district organized and existing under the laws of the State of Tennessee (hereinafter referred to as the “Owner”), having its principal place of business at 3350 S. Forest Hill Irene Rd., Germantown, TN 38138 and **SKB Facilities and Maintenance, Inc.** (hereinafter referred to as the “Contractor”), having its principal place of business at 3571 Winchester Rd. Memphis, TN 38118.

RECITALS:

1. Owner is desirous of contracting with a third party for providing custodial and cleaning services for the Germantown Municipal School District.
2. The Contractor represents that it can perform the work and is willing and able to perform the work required under this Agreement.

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, Owner and the Contractor (the “Parties”) agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings set forth below:

“Contract Documents” means the documents listed in Section 3 of this Agreement and modifications issued after execution of the contract.

“Contract Price” means the amount to be paid for the Work, as set forth in Section 6 of this Agreement.

“Contractor” means the person or entity identified as such throughout the Contract Documents, as if singular in number, or its authorized representative.

“Owner” means Germantown Board of Education, including its Project Manager or other designees.

“Equipment” means the related materials involved in providing the services delineated herein.

“Work” means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

2. SCOPE OF WORK. The Contractor shall furnish all labor, materials and equipment, and perform all work (collectively, the “Work”) required for custodial and cleaning services for the Germantown Municipal School District, in strict accordance with the Contract Documents. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor hereby represents and warrants that it is certified and licensed to perform the Work. The Contractor shall provide the Owner copies of appropriate certifications upon request.

3. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents which are either

attached to this Agreement or are incorporated herein by reference and made a part hereof:

- a. This Agreement, including the ARRA Addendum attached hereto, if any;
- b. RFP #FY210006 issued by Arlington Community Schools;
- c. SKB Proposal dated May 24, 2021;
- d. Certificate(s) of Insurance submitted by the Contractor in connection with this contract;

3.1 PRIORITY OF DOCUMENTS. In the event of inconsistency between the terms of this Agreement and any other agreements or documents, the terms of this Agreement shall prevail.

4. CONTRACT TERM. The contract shall be for an initial period beginning July 1, 2021 through June 30, 2022 upon receipt of a fully executed Agreement. The Germantown Board of Education reserves the right to extend this agreement annually for up to four (4) additional consecutive one (1) year periods at the same pricing if agreeable to both parties.

5. CONTRACT PRICE. The Owner shall pay the Contractor for the performance of the Work, in current funds, a monthly payment of Eighty Five Thousand One Hundred Sixty Two and 98/100 Dollars (\$85,162.98) for the Services. Should service not be needed at a particular facility as defined in the proposal from SKB, the amount quoted from SKB for that particular facility will be deducted and monthly billing will be pro-rated accordingly.

6. PAYMENT FOR WORK PERFORMED. The Owner will use best efforts to pay within fifteen (15) days of receipt of an invoice for the Work accepted by the Owner.

7. RESPONSIBILITY FOR THE WORK. The Contractor shall take all responsibility for the Work, and shall take all precautions for preventing injuries to persons and property in or about the Work. The Contractor shall effectively protect its Work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.

8. GENERAL INDEMNIFICATION. The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; and shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Agreement. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the Work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

9. INSPECTION AND TESTS. All Equipment furnished and installed hereunder shall be subject to the inspection, tests and approval of the Owner. Notwithstanding, the Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the contract obligations.

10. PATENT INDEMNIFICATION. The Contractor agrees to assume the defense of and shall indemnify and save harmless the Owner and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, Equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the Owner may elect, replace such material, Equipment or apparatus with non-infringing material, Equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

11. INSURANCE REQUIREMENTS. The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this

Agreement.

- a. Worker's compensation coverage in accordance with the statutory requirements and limits of the State of Tennessee
- b. Comprehensive general liability insurance for bodily injury, including death, and property damage of \$1,000,000 per occurrence from a company licensed to write insurance policies in the state of Tennessee.
- c. Comprehensive automobile liability insurance covering owned, hired, and non-owned vehicles with a minimum of bodily and property damage of \$1,000,000 each accident, combined single limit from a company licensed to write insurance policies in the state of Tennessee.
- d. Excess or umbrella insurance of \$1,000,000 per occurrence from a company licensed to write insurance policies in the state of Tennessee.
- e. Fidelity/Employee Dishonesty insurance with a \$100,000 limit from a company licensed to write insurance policies in the state of Tennessee.
- f. Employment practices liability insurance (EPLI) with a \$100,000 limit from a company licensed to write insurance policies in the state of Tennessee.

The Contractor shall not commence the Work until proof of compliance with this Section 11 has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the state of Tennessee. This certificate shall indicate that the contractual liability coverage is in force. The Owner shall be named as additional insured on the Contractor's Liability Policies. Written notice of cancellation of any insurance required by this Agreement, whether by the insurer or the insured must be provided to Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice. Contractor will ensure that required coverage is re-established should such cancellation occur. Failure to re-establish coverage shall be considered a breach of this Agreement.

12. DEVOTION TO DUTY. Contractor shall devote adequate time and attention to its duties under this Agreement and agrees that it shall perform these duties to the best of its ability and according to the requirements of this Agreement.

13. TERMINATION FOR UNSATISFACTORY PERFORMANCE. Owner shall have the right to terminate this agreement for failure of performance by Contractor. If, in the sole reasonable opinion of the Owner, Contractor is not performing services in accordance with the requirements of this agreement, and Owner desires to terminate the agreement, Owner shall give contractor sixty (60) days written notice of its intention to cancel the agreement if such service deficiencies are not corrected within that time (the "Cure Period"), which notice shall specify the service areas in default. On or before the end of the sixty (60) days Cure Period, Owner shall reasonably determine that either (i) the service deficiencies have been corrected, in which case the agreement will continue in full force and effect subsequent to the Cure Period, or (ii) the service deficiencies have not been corrected, in which event Owner may, by further written notice, cancel the agreement thirty (30) days from the end of the Cure Period. In the event that Owner does not act pursuant to either (i) or (ii) above, the service deficiencies shall be deemed corrected and the agreement shall continue in full force and effect thereafter.

14. JOINT REVIEW COMMITTEE. A Joint Review Committee shall be formed and comprised of at least two (2) persons from Owner and two (2) persons from Contractor. The purpose of the Committee will be to review the performance by Contractor and facilitate regular communication between Owner and Contractor regarding the Services. This Committee shall hold its first meeting not later than thirty (30) days from the commencement of this Agreement and thereafter shall have regular meetings.

15. SAFETY REQUIREMENTS. The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Agreement. The Contractor shall also agree to abide by the following:

a) Contractor shall be responsible for safeguarding against loss, theft or damage of Owner's property, materials, equipment and accessories. Owner shall provide storage for the equipment and supplies or materials normally required for services provided under this Agreement. Contractor shall be responsible for the proper secure and safe storage of its equipment, supplies or materials necessary for providing services to Owner.

b) Contractor employees shall not carry or allow to be carried onto school property any guns, knives, dangerous weapons, alcohol or drugs. Contractor employees shall not use or allow to be used any tobacco products while on school property.

c) Contractor shall be fully responsible for the security and appropriate use of any keys issued to Contractor or its employees. Contractor shall immediately notify Owner that a key has been lost. Contractor will replace lost keys and reimburse Owner for costs resulting from keys issued to Contractor and lost. Keys shall be returned to the appropriate site administrator at the end of each work period.

d) Contractor personnel shall not allow unauthorized persons to enter school buildings.

e) Owner shall charge back to Contractor \$15.00 per hour should an employee of Owner be required to secure a building left unsecured by a Contractor employee.

f) All employees representing the Contractor shall abide by all policies set at the school level, including, but not limited to parking, checking in and out at the front office any time an employee of the Contractor is on campus, and working within the framework of the school and administration of the school to provide services that are least disruptive to the educational environment of the school.

16. BACKGROUND CHECKS. Contractor hereby agrees that it is aware of the provisions of Tennessee Code Annotated §49-5-413 requiring the background check of any employee or subcontractor that works on school grounds at any time when students are present, and prohibiting any person with a history of the criminal offenses cited in the statute from working on a school campus during such times. The Contractor hereby certifies that it has, and will, at all times during the performance of the Work, comply with the provisions of this statute and will provide to Owner, upon request, proof of its compliance with this provision. A default by the Contractor of the provisions of this Section 20 shall be automatic grounds for termination of this Agreement pursuant to Section 15.

17. NONDISCLOSURE. Contractor will not disclose or permit to be disclosed any proprietary information, data, systems, pricing or finances of Owner unless otherwise required by law. Contractor will not disclose or permit to be disclosed any information required by law to be maintained confidentially by Owner, including but not limited to individually identifiable information about students and confidential information concerning employees.

18. INDEPENDENT CONTRACTOR. It is understood and agreed that Contractor will perform the Work under this Agreement as an independent contractor. It is also agreed that Contractor will comply with all applicable federal, state, and local laws and regulations relating to the employment, insurance, and taxation of employees who perform Work under this Agreement. No agency or employment relationship with Owner is intended nor shall be construed to exist between Owner and Contractor or between Owner and any of Contractor's employees performing the Work under this Agreement, and neither Contractor nor its employees shall be entitled to participate in any of Owner's pension or employee welfare benefit plans, including its group life insurance plans. Owner will have no liability for payment of Contractor employee wages, fringe benefits, payroll taxes or other expenses of employment. Furthermore, if any charge, lawsuit or claim of any kind is filed against Owner alleging that Owner is also an employer of Contractor's employees, Contractor agrees to indemnify, hold harmless and reimburse Owner for all costs, including attorneys' fees in defending any such action. Contractor shall provide a fidelity bond to insure Owner against losses that Owner may incur as a result of acts by Contractor employees and/or agents and shall indemnify and hold Owner, its servants and employees harmless for negligent or intentional acts of Contractor employees.

19. ASSIGNMENT/SUB-CONTRACTING. The Contractor agrees that he will not sell, assign or transfer this Agreement or any part thereof or interest therein without the prior written consent of the Owner. It is understood that all terms and conditions of the Contract Documents apply to any subcontractors that may be utilized for this project.

20. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to its choice of law provisions. Jurisdiction of any legal proceeding or dispute related to this agreement shall be exclusively within the Courts of the State of Tennessee and venue shall be in Shelby County, Tennessee.

21. SEVERABILITY. The provisions of this Agreement are severable. If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Agreement.

22. AMENDMENTS TO THIS CONTRACT. This Agreement may not be amended except by mutual agreement in writing which specifically recites that the Parties intend such writing to amend this Agreement and which is signed by authorized representatives of each party

23. ENTIRE AGREEMENT. This Agreement, together with the Scope of Work and other documents that may be executed pursuant to this Agreement and incorporated herein, constitutes the entire agreement between the Parties and shall supersede any and all prior agreements, communications and understandings between the Parties with respect to the subject matter hereof. The terms of this Agreement shall apply notwithstanding any proposed variations or additions that may be contained in any purchase order, invoice or other communication submitted by Contractor. This Agreement may not be modified, amended or changed except by mutual agreement in writing.

25. NOTICES. All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by express delivery or confirmed facsimile, or certified mail, return receipt requested, to the Parties at the respective address set forth below, or to such other address as the party to receive the notice has designated by notice to the other party:

If to Contractor: SKB Facilities and Maintenance, Inc.
3571 Winchester Rd.
Memphis, TN 38118
Attn: Lashone Bynum

If to Owner: Germantown Municipal School District
3350 S. Forest Hill Irene Rd.
Germantown, TN 38138
Attn: Joshua Cathey

26. NO WAIVER. The failure by either party at any time to require performance by the other of any provision of this Agreement shall in no way affect that party's right to enforce such provision, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

27. SURVIVAL. Any provisions of this Agreement, and any other provisions that create obligations extending beyond the term of this Agreement, shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

28. EQUAL OPPORTUNITY. During the performance of this contract, the Contractor agrees as follows:

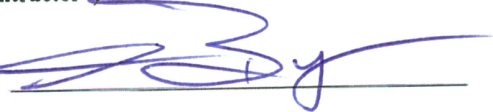
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action so that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. To the extent required by law, the Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - d. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - e. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled or terminated.
- 29. SALES TAX EXEMPTION AND OTHER TAXES.** The Contractor shall be responsible for paying all taxes and tariffs of any sort, related to the Work. Owner is a tax-exempt organization and, to the fullest extent allowable by law, shall incur no charges for the payment of taxes.
- 30. PROHIBITION AGAINST LIENS.** The Contractor is prohibited from placing a lien on the Owner's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.
- 31. ATTORNEYS FEE AND EXPENSE OF ENFORCEMENT.** If, by reason of the failure of the Contractor to carry out and perform any of the provisions of this Agreement or the obligations under this Agreement, it becomes necessary or desirable in the judgment of the Owner to employ an attorney or incur any other reasonable attorneys' fees, cost or expenses, then Contractor agrees to pay such reasonable attorneys' fees and expenses, and hold Owner harmless against any loss thereof.
- 32. CONFLICT OF INTEREST.** Contractor warrants that no part of the compensation payable hereunder shall be paid directly or indirectly to an employee or official of Owner as wages, compensation, or gifts in exchange in connection with the Services contemplated or performed relative to this Agreement. Contractor shall disclose in writing to Owner's Office of the General Counsel any financial or beneficial interests that it, or its principals or officers, has in services, products, or companies recommended to Owner in the performance of this Agreement. Failure to disclose any such interests shall be deemed a violation of this Agreement and will result in the forfeiture of all monies previously paid by Owner to Contractor pursuant to this Agreement.
- 33. COMPLIANCE WITH LAWS.** Contractor will observe and comply with all applicable local, state, and federal laws, ordinances and regulations, including, but not limited to, Equal Opportunity laws, the Fair Labor Standards Act, the Occupational Safety and Health Act (OSHA) the Civil Rights Act of 1964, and the Americans with Disability Act (ADA).
- 34. APPROPRIATIONS.** This Agreement is subject to the appropriation and availability of funds. In the event that the funds are not appropriated or are otherwise unavailable, Owner reserves the right to terminate this Agreement upon written notice to the Contractor. Said termination shall not be deemed a breach of this Agreement by Owner. Upon receipt of written notice, the Contractor shall cease all work associated with this Agreement. In the event of termination, the Contractor shall be entitled to compensation for all satisfactory and authorized Services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from Owner any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 35. AUTHORIZATION FOR AGREEMENT.** The execution and performance of this Agreement by Contractor and Owner have been duly authorized by all necessary laws, resolutions and/or corporate action, and this Agreement constitutes the valid and enforceable obligations of Contractor and Owner in accordance with its terms.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

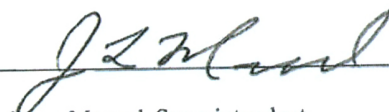
SKB FACILITIES AND MAINTENANCE, INC.
("Contractor")

By: 

Lashone Bynum, President/CEO

Date: 6-10-2021

GERMANTOWN BOARD OF EDUCATION
("Owner")

By: 

Jason Manuel, Superintendent

Date: 6-10-21



FIRST AMENDMENT TO CUSTODIAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE CUSTODIAL SERVICES AGREEMENT (the “First Amendment”), effective as of July 1, 2022, is made by and between **Germantown Board of Education**, operating as Germantown Municipal School District (“Customer”) and **SKB Facilities and Maintenance, Inc.** (“Contractor”). Contractor and Customer are hereinafter referred to as the “Parties” to this First Amendment.

RECITALS:

- A. **WHEREAS**, the Parties have entered into a Custodial Services Agreement dated June 10, 2021 (collectively referred to as the “Agreement”), whereby customer retained Contractor to perform various services specified in the Agreement itself; and
- B. **WHEREAS**, the Parties desire to make certain modifications, revisions, and amendments to the Agreement itself.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state and agree as follows:

1. **Term.** Section 4 of the Agreement is hereby amended to extend the term, which extended term shall commence as of **July 1, 2022** and terminate **June 30, 2023** (the “Term”), unless sooner extended or terminated as provided in the Agreement.
2. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this First Amendment, all terms, covenants, conditions, and provisions of the Agreement are hereby ratified and reaffirmed, and shall remain in full force and effect.
3. **No Default.** The Parties hereby acknowledge and agree that, as of the date of this First Amendment, neither party is in default or otherwise in breach of the Agreement, and to

their best knowledge no facts exist which, with the passage of time, the giving of notice, or both, could become a default or breach of the Agreement.

4. **Counterparts.** This First Amendment may be executed in one of more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year first above written.

GERMANTOWN BOARD OF EDUCATION

SKB FACILITIES AND MAINTENANCE, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Proposal

2700 Stanley Gault Parkway
Louisville KY 40223

Gary Black
Furniture Account Manager
ph
Gary.Black@workspaceinteriorsod.com

HOUSTON MIDDLE SCHOOL

Aaron Law
9400 Wolf River Blvd
Germantown TN 38139

Date: 5/20/2022
Reference #: 576008

Houston Middle School

| Item | Qty | Product | Sell Price: | Unit | Extended |
|---|-----|---|-------------|------------|---------------|
| 1 | 1 | Order Note: Omnia Region 4 Contract R191812 | | \$0.00 | \$0.00 |
| Subtotal | | | | | \$0.00 |
| Area A 100, 101 & 102 STEM Rms | | | | | |
| 2 | 168 | HAEHF Hot file Select Tray/Accessory Color .DW Designer White | | \$26.64 | \$4,475.52 |
| 3 | 3 | HEMKR426029BB Build Makerspace Table 42x60 Seated w/ BB Top Select Grommet .N No Grommets Select Wood Top Color .LH903 Birch Butcherblock Select Caster .C Casters Select Paint \$(P3) Grade 3 Select Grade 3 Paint .P8N Ion | | \$1,251.93 | \$3,755.79 |
| 4 | 3 | HEMKR426029BB Build Makerspace Table 42x60 Seated w/ BB Top Select Grommet .N No Grommets Select Wood Top Color .LH903 Birch Butcherblock Select Caster .C Casters Select Paint \$(P3) Grade 3 Select Grade 3 Paint .P8S Atom | | \$1,251.93 | \$3,755.79 |
| 5 | 3 | HEMKR426029BB Build Makerspace Table 42x60 Seated w/ BB Top Select Grommet .N No Grommets Select Wood Top Color .LH903 Birch Butcherblock Select Caster .C Casters Select Paint \$(P3) Grade 3 Select Grade 3 Paint .P8F Krypton | | \$1,251.93 | \$3,755.79 |
| 6 | 3 | HEMKR426029BB Build Makerspace Table 42x60 Seated w/ BB Top Select Grommet .N No Grommets Select Wood Top Color .LH903 Birch Butcherblock Select Caster .C Casters | | \$1,251.93 | \$3,755.79 |



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 Louisville KY 40223
 Gary Black
 Furniture Account Manager
 ph
 Gary.Black@workspaceinteriorsod.com

HOUSTON MIDDLE SCHOOL
 Aaron Law
 9400 Wolf River Blvd
 Germantown TN 38139

Proposal

Date: 5/20/2022
 Reference #: 576008

Houston Middle School

| Item | Qty | Product | | Sell Price: | Unit | Extended |
|------|-----|----------------------|---|-------------|--------------------|------------|
| | | | Select Paint | \$(P3) | Grade 3 | |
| | | | Select Grade 3 Paint | .PJF | Bullseye | |
| 7 | 3 | HEMKR426029BB | | | \$1,251.93 | \$3,755.79 |
| | | | Build Makerspace Table 42x60 Seated w/ BB Top | | | |
| | | | Select Grommet | .N | No Grommets | |
| | | | Select Wood Top Color | .LH903 | Birch Butcherblock | |
| | | | Select Caster | .C | Casters | |
| | | | Select Paint | \$(P3) | Grade 3 | |
| | | | Select Grade 3 Paint | .P8P | Ember | |
| 8 | 3 | HEMKR426029BB | | | \$1,251.93 | \$3,755.79 |
| | | | Build Makerspace Table 42x60 Seated w/ BB Top | | | |
| | | | Select Grommet | .N | No Grommets | |
| | | | Select Wood Top Color | .LH903 | Birch Butcherblock | |
| | | | Select Caster | .C | Casters | |
| | | | Select Paint | \$(P3) | Grade 3 | |
| | | | Select Grade 3 Paint | .P8M | Regatta | |
| 9 | 3 | HEMKR426029BB | | | \$1,251.93 | \$3,755.79 |
| | | | Build Makerspace Table 42x60 Seated w/ BB Top | | | |
| | | | Select Grommet | .N | No Grommets | |
| | | | Select Wood Top Color | .LH903 | Birch Butcherblock | |
| | | | Select Caster | .C | Casters | |
| | | | Select Paint | \$(P3) | Grade 3 | |
| | | | Select Grade 3 Paint | .P8J | Iris | |
| 10 | 3 | HEMKREND29-SP | | | \$233.60 | \$700.80 |
| | | | Build MakerspaceTbl EndPnl for Hanging Accessories Seated | | | |
| | | | Select Paint | \$(P3) | Grade 3 | |
| | | | Select Grade 3 Paint | .P8N | Ion | |
| 11 | 3 | HEMKREND29-SP | | | \$233.60 | \$700.80 |
| | | | Build MakerspaceTbl EndPnl for Hanging Accessories Seated | | | |
| | | | Select Paint | \$(P3) | Grade 3 | |
| | | | Select Grade 3 Paint | .P8F | Krypton | |
| 12 | 3 | HEMKREND29-SP | | | \$233.60 | \$700.80 |
| | | | Build MakerspaceTbl EndPnl for Hanging Accessories Seated | | | |



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| Item | Qty | Product | | Sell Price: | Unit | Extended |
|------|-----|----------------------|---|-------------|------------------|------------|
| | | | Select Paint | \$(P3) | Grade 3 | |
| | | | Select Grade 3 Paint | .PJF | Bullseye | |
| 13 | 3 | HEMKREND29-SP | | | | \$233.60 |
| | | | Build MakerspaceTbl EndPnl for Hanging Accessories Seated | | | \$700.80 |
| | | | Select Paint | \$(P3) | Grade 3 | |
| | | | Select Grade 3 Paint | .P8S | Atom | |
| 14 | 3 | HEMKREND29-SP | | | | \$233.60 |
| | | | Build MakerspaceTbl EndPnl for Hanging Accessories Seated | | | \$700.80 |
| | | | Select Paint | \$(P3) | Grade 3 | |
| | | | Select Grade 3 Paint | .P8P | Ember | |
| 15 | 3 | HEMKREND29-SP | | | | \$233.60 |
| | | | Build MakerspaceTbl EndPnl for Hanging Accessories Seated | | | \$700.80 |
| | | | Select Paint | \$(P3) | Grade 3 | |
| | | | Select Grade 3 Paint | .P8J | Iris | |
| 16 | 3 | HEMKREND29-SP | | | | \$233.60 |
| | | | Build MakerspaceTbl EndPnl for Hanging Accessories Seated | | | \$700.80 |
| | | | Select Paint | \$(P3) | Grade 3 | |
| | | | Select Grade 3 Paint | .P8M | Regatta | |
| 17 | 3 | HF23C | | | | \$22.20 |
| | | | Lock Core Replacement Kit Brushed Chrome | | | \$66.60 |
| | | | Select Key Number | .X101E | KEY NUMBER: 101E | |
| 18 | 3 | HF23C | | | | \$22.20 |
| | | | Lock Core Replacement Kit Brushed Chrome | | | \$66.60 |
| | | | Select Key Number | .X102E | KEY NUMBER: 102E | |
| 19 | 3 | HF23C | | | | \$22.20 |
| | | | Lock Core Replacement Kit Brushed Chrome | | | \$66.60 |
| | | | Select Key Number | .X103E | KEY NUMBER: 103E | |
| 20 | 3 | HFSS7 | | | | \$425.99 |
| | | | Flock Stool | | | \$1,277.97 |
| | | | HFSS ShellClr Opts | .LA | Lava | |
| | | | Select Upholstery | \$(2) | Gr 2 UPH | |



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| Item | Qty | Product | | Sell Price: | Unit | Extended |
|------|-----|---|--------------------------|-------------|-----------------------------|-------------|
| | | | Grd 2 Uph | .WP | Whisper Vinyl | |
| | | | UPH: Whisper Vinyl | 40 | COLOR: Black | |
| | | | Flock Frame Opt | .PR8 | Silver Texture | |
| 21 | 6 | HLVMSC5630R | | | \$969.18 | \$5,815.08 |
| | | Mobile Stg Cab w/Bins 18"D x 30"W x 56"H | | | | |
| | | | Lock/Omt Opts | .X | Omt Core to Order Key Alike | |
| | | | Select Paint | \$(P3) | P3 Paint Opts | |
| | | | Select Grade 3 Paint | .P8M | Regatta | |
| 22 | 3 | HLVMSC5630R | | | \$929.16 | \$2,787.48 |
| | | Mobile Stg Cab w/Bins 18"D x 30"W x 56"H | | | | |
| | | | Lock/Omt Opts | .X | Omt Core to Order Key Alike | |
| | | | Select Paint | \$(P1) | P1 Paint Opts | |
| | | | Select Grade 1 Paint | .S | Charcoal | |
| 23 | 84 | HMN1 | | | \$234.11 | \$19,665.24 |
| | | Motivate Nest/Stack Chair-Flex Back | | | | |
| | | | Select Arm Type | .N | Arm: No Arm | |
| | | | Select Caster Option | .E | Standard Nylon Glide | |
| | | | Select Back | .PS | Plastic Shell | |
| | | | Select Shell Color | .LA | Lava | |
| | | | Select Frame Color | .PLAT | FRAME: Platinum Metallic | |
| 24 | 3 | HMSCART | | | \$246.82 | \$740.46 |
| | | Motivate Cart for Stacking Chairs | | | | |
| 25 | 3 | 91289-XXXX-XX | | | \$1,002.79 | \$3,008.37 |
| | | Mobile Teacher Workstation II | | | | |
| | | | Top Laminate | 4877 | Gray Mesh | |
| | | | Edgeband | STEC | Standard Edgeband Colors | |
| | | | Standard Edgeband Colors | PL | Platinum | |
| 26 | 3 | 91290MOD | | | \$75.04 | \$225.12 |
| | | Modesty Panel for Mobile Teacher Workstation II in Platinum | | | | |
| 27 | 3 | 91775-4877-XX | | | \$1,117.88 | \$3,353.64 |
| | | 24x60 Single Pedestal | | | | |
| | | | Top Laminate | 4877 | Gray Mesh | |



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Proposal

Date: 5/20/2022
 Reference #: 576008

Houston Middle School

| Item | Qty | Product | | Sell Price: | Unit | Extended |
|--------------------------|-----|--|-------------------------------|-------------|---------------------------|--------------------|
| | | | Edgeband | STEC | Standard Edgeband Colors | |
| | | | Standard Edgeband Colors | PL | Platinum | |
| Subtotal | | | | | | \$72,744.81 |
| Area A 108 VP Ofc | | | | | | |
| 28 | 1 | H10502 | | | \$332.51 | \$332.51 |
| | | 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D | | | | |
| | | | Select Laminate | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Laminate Selection | .LDW1 | Designer White 15051 | |
| 29 | 1 | H10505 | | | \$604.75 | \$604.75 |
| | | 10500 Series Multi File Ped 36"W x 20"D x 28"H | | | | |
| | | | Select Laminate | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Laminate Selection | .LDW1 | Designer White 15051 | |
| 30 | 2 | H10517 | | | \$773.67 | \$1,547.34 |
| | | 10500 Series 36Wx20Dx45-1/2H Lateral File-Three-Drawer | | | | |
| | | | Select Top Laminate Color | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Select Top Laminate Color | .LKI1 | LAM: Kingswood Walnut | |
| | | | Select Chassis Laminate Color | LDW1 | Designer White 15051 | |
| 31 | 1 | H10534G | | | \$803.19 | \$803.19 |
| | | 10500 Series72Wx14-5/8Dx37-1/8H Stack-on Stg-Frosted Dr | | | | |
| | | | Select Top Laminate Color | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Select Top Laminate Color | .LKI1 | LAM: Kingswood Walnut | |
| | | | Select Chassis Laminate Color | LKI1 | LAM: Kingswood Walnut | |
| 32 | 1 | H10541 | | | \$337.02 | \$337.02 |
| | | 10500 Series Cred Shell 72W x 24D x 29-1/2H | | | | |
| | | | Select Top Laminate Color | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Select Top Laminate Color | .LKI1 | LAM: Kingswood Walnut | |
| | | | Select Chassis Laminate Color | LDW1 | Designer White 15051 | |
| 33 | 1 | H10560 | | | \$169.74 | \$169.74 |
| | | 10500 Series Bridge 42W x 24D x 29-1/2H | | | | |
| | | | Select Laminate | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Select Top Laminate Color | .LKI1 | LAM: Kingswood Walnut | |
| | | | Select Chassis Laminate Color | LDW1 | Designer White 15051 | |

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HOUSTON MIDDLE SCHOOL

Aaron Law
9400 Wolf River Blvd
Germantown TN 38139

Date: 5/20/2022
Reference #: 576008

Houston Middle School

| Item | Qty | Product | | Sell Price: | Unit | Extended |
|------|-----|---|--|--|----------|------------|
| 34 | 1 | H105856 10500 Series Back enclosure for 72"W Stack on Storage | | | \$115.62 | \$115.62 |
| | | Select Laminate Laminate Selection | \$(L1STD) .LKI1 | Grd L1 Standard Laminates LAM: Kingswood Walnut | | |
| 35 | 1 | H10594 10500 Series Desk Shell 72W x 36D x 29-1/2H | | | \$391.14 | \$391.14 |
| | | Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color | \$(L1STD) .LKI1 LDW1 | Grd L1 Standard Laminates LAM: Kingswood Walnut Designer White 15051 | | |
| 36 | 1 | H90056 10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure | | | \$158.67 | \$158.67 |
| | | Fabric Selection Gr A Fab Select Appoint Fabric Color | \$(A) .APN 16 | Gr A Fab FABRIC: Appoint COLOR: Nimbus | | |
| 37 | 2 | HFCG6WD Flock Guest Chair Wood Leg | | | \$433.78 | \$867.56 |
| | | Fabric Options Grd 1 Uph UPH: Apex Flock Frame Opt | \$(1) .APX 25 .LE518 | Grade 1 Uph Fab: Apex COLOR: Basalt Kingswood Walnut | | |
| 38 | 1 | HH870960 Tasklight 60W | | | \$136.53 | \$136.53 |
| 39 | 7 | HIWMM Ignition 2 Task Mid-back, ilira back | | | \$326.77 | \$2,287.39 |
| | | Control Type Select Arm Type Select Caster/Glide Option Select Mesh Color Select Upholstery Upholstery Selection UPH: Centurion Select Lumbar Select base | .Y1 .A .H .IM \$(1) .CU 10 .BL .SB | Syncho-Tilt W Seat Slider Arm: Height and Width Adj. Arm Hard Caster 4-Way Black Gr 1 UPH Centurion COLOR: Black Black Adjustable Lumbar Base: Standard Base | | |



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|----------------------------|-----|---|--------------------------------|-------------|---------------------------|-------------------|
| | | | Select Frame Color | .T | Frame: Black | |
| 40 | 1 | HLSL15-SOOOLO Cubes,3 sm.open,lg.open | | | \$340.30 | \$340.30 |
| | | | Select Drwr Chassis Lam Finish | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Select Laminate Finish | .LKI1 | LAM: Kingswood Walnut | |
| | | | Select Paint Color | \$(P1) | Select P1 Paint | |
| | | | Select Grade 1 Paint | .PJW | Designer White | |
| 41 | 1 | HT29FB4284 Preside 29.5H Footed Base for 42x84 Top | | | \$528.08 | \$528.08 |
| | | | Paint Selection | \$(P2) | P2 Paint Opts | |
| | | | Select Grade 2 Paint | .T1 | Platinum Metallic | |
| 42 | 1 | HTFWMGR29 Wire manager for 29H footed base 1/pk | | | \$69.70 | \$69.70 |
| | | | Paint Selection | \$(P2) | P2 Paint Opts | |
| | | | Select Grade 2 Paint | .T1 | Platinum Metallic | |
| 43 | 1 | HTLA4284 84"Wx42"D Racetrack Shaped Lam Top | | | \$450.59 | \$450.59 |
| | | | Edge Option | .G | 2MM/Flat | |
| | | | Select Edge Finish | KI | Edge: Kingswood Walnut | |
| | | | Select Grommet | .G2 | Cut out for Flip Top Port | |
| | | | Select Laminate | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Select Laminate | .LKI1 | LAM: Kingswood Walnut | |
| Subtotal | | | | | | \$9,140.13 |
| Area A 113 Check In | | | | | | |
| 44 | 6 | HIGS6DF Ignition 2 Multi-purp Stack Chair,Four Leg,Dual Fab | | | \$259.12 | \$1,554.72 |
| | | | Select Arm Type | .F | Arm: Fixed | |
| | | | Select Caster/Glide Option | .E | Nylon Glide | |
| | | | Select Back | .U | Back: Upholstered | |
| | | | Select Back Upholstery | \$(1) | Gr 1 UPH | |
| | | | Upholstery Selection | .APX | Fab: Apex | |
| | | | UPH: Apex | 25 | COLOR: Basalt | |
| | | | Select Seat Upholstery | \$(1) | Gr 1 UPH | |
| | | | Upholstery Selection | .APX | Fab: Apex | |

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| Item | Qty | Product | | Sell Price: | Unit | Extended |
|---------------------------------------|-----|---------------|--|-------------|--------------------------------|-------------------|
| | | | UPH: Apex | 25 | COLOR: Basalt | |
| | | | Select Frame Color | .PLAT | Textured Platinum Metallic | |
| 45 | 2 | HIWMM | | | | \$326.77 |
| | | | Ignition 2 Task Mid-back, ilira back | | | \$653.54 |
| | | | Control Type | .Y1 | Syncho-Tilt W Seat Slider | |
| | | | Select Arm Type | .A | Arm: Height and Width Adj. Arm | |
| | | | Select Caster/Glide Option | .H | Hard Caster | |
| | | | Select Mesh Color | .IM | 4-Way Black | |
| | | | Select Upholstery | \$(1) | Gr 1 UPH | |
| | | | Upholstery Selection | .CU | Centurion | |
| | | | UPH: Centurion | 10 | COLOR: Black | |
| | | | Select Lumbar | .BL | Black Adjustable Lumbar | |
| | | | Select base | .SB | Base: Standard Base | |
| | | | Select Frame Color | .T | Frame: Black | |
| | | | | | Subtotal | \$2,208.26 |
| Area A 120B Storgae | | | | | | |
| 46 | 3 | 5288 | | | | \$278.67 |
| | | | Wire Shelving Starter Unit, 36 x 24" | | | \$836.01 |
| | | | Color Option | BL | Black | |
| 47 | 9 | 5289 | | | | \$271.07 |
| | | | Wire Add On Unit, 36 x 24" | | | \$2,439.63 |
| | | | Color Option | BL | Black | |
| | | | | | Subtotal | \$3,275.64 |
| Area A 121, 124 & 125 Ofcs | | | | | | |
| 48 | 2 | H10502 | | | | \$332.51 |
| | | | 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D | | | \$665.02 |
| | | | Select Laminate | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Laminate Selection | .LDW1 | Designer White 15051 | |
| 49 | 1 | H10502 | | | | \$332.51 |
| | | | 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D | | | \$332.51 |
| | | | Select Laminate | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Laminate Selection | .LDW1 | Designer White 15051 | |
| 50 | 2 | H10504 | | | | \$332.51 |
| | | | | | | \$665.02 |

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| Item | Qty | Product | | Sell Price: | Unit | Extended |
|------|-----|--|---|----------------------------|---|------------------------|
| | | 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D | | | | |
| | | | Select Laminate Laminate Selection | \$(L1STD) .LDW1 | Grd L1 Standard Laminates Designer White 15051 | |
| 51 | 1 | H10504 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D | | | | \$332.51 \$332.51 |
| | | | Select Laminate Laminate Selection | \$(L1STD) .LDW1 | Grd L1 Standard Laminates Designer White 15051 | |
| 52 | 3 | H105291 10500 Series Bookcase/Cabinet w/Core Removable Loc | | | | \$378.02 \$1,134.06 |
| | | | Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color | \$(L1STD) .LDW1 LDW1 | Grd L1 Standard Laminates Designer White 15051 Designer White 15051 | |
| 53 | 2 | H105310 36Wx18Dx45-5/8H Open MultiUse Stack-on Storage | | | | \$512.50 \$1,025.00 |
| | | | Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color | \$(L1STD) .LKI1 LKI1 | Grd L1 Standard Laminates LAM: Kingswood Walnut LAM: Kingswood Walnut | |
| 54 | 1 | H105310 36Wx18Dx45-5/8H Open MultiUse Stack-on Storage | | | | \$512.50 \$512.50 |
| | | | Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color | \$(L1STD) .LKI1 LKI1 | Grd L1 Standard Laminates LAM: Kingswood Walnut LAM: Kingswood Walnut | |
| 55 | 1 | H105681X 10500 Series Return Shell 29-1/2H x 41W x 24D | | | | \$238.62 \$238.62 |
| | | | Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color | \$(L1STD) .LKI1 LDW1 | Grd L1 Standard Laminates LAM: Kingswood Walnut Designer White 15051 | |
| 56 | 1 | H105681X 10500 Series Return Shell 29-1/2H x 41W x 24D | | | | \$238.62 \$238.62 |
| | | | Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color | \$(L1STD) .LKI1 LDW1 | Grd L1 Standard Laminates LAM: Kingswood Walnut Designer White 15051 | |

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| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|--|-------------|--------------------------------|------------|
| 57 | 1 | H105681X 10500 Series Return Shell 29-1/2H x 41W x 24D | | \$238.62 | \$238.62 |
| | | Select Top Laminate Color | \$(L1STD) | Grd L1 Standard Laminates | |
| | | Select Top Laminate Color | .LKI1 | LAM: Kingswood Walnut | |
| | | Select Chassis Laminate Color | LDW1 | Designer White 15051 | |
| 58 | 2 | H10579 10500 Series Desk Shell 66W x 30D x 29-1/2H | | \$350.96 | \$701.92 |
| | | Select Top Laminate Color | \$(L1STD) | Grd L1 Standard Laminates | |
| | | Select Top Laminate Color | .LKI1 | LAM: Kingswood Walnut | |
| | | Select Chassis Laminate Color | LDW1 | Designer White 15051 | |
| 59 | 1 | H10579 10500 Series Desk Shell 66W x 30D x 29-1/2H | | \$350.96 | \$350.96 |
| | | Select Top Laminate Color | \$(L1STD) | Grd L1 Standard Laminates | |
| | | Select Top Laminate Color | .LKI1 | LAM: Kingswood Walnut | |
| | | Select Chassis Laminate Color | LDW1 | Designer White 15051 | |
| 60 | 3 | HH870960 Tasklight 60W | | \$136.53 | \$409.59 |
| 61 | 6 | HIGS6 Ignition Guest/Multi-Purpose Chair Four-Leg Stacking | | \$228.37 | \$1,370.22 |
| | | Select Arm Type | .F | Arm: Fixed | |
| | | Select Caster/Glide Option | .E | Glide | |
| | | Select Back | .IM | 4-Way Black | |
| | | Select Upholstery | \$(1) | Gr 1 UPH | |
| | | Upholstery Selection | .APX | Fab: Apex | |
| | | UPH: Apex | 25 | COLOR: Basalt | |
| | | Select Frame Color | .PLAT | Textured Platinum Metallic | |
| 62 | 3 | HIWMM Ignition 2 Task Mid-back, ilira back | | \$343.17 | \$1,029.51 |
| | | Control Type | .Y1 | Syncho-Tilt W Seat Slider | |
| | | Select Arm Type | .A | Arm: Height and Width Adj. Arm | |
| | | Select Caster/Glide Option | .S | Black All-Surface Caster | |
| | | Select Mesh Color | .IM | 4-Way Black | |
| | | Select Upholstery | \$(1) | Gr 1 UPH | |

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| Item | Qty | Product | | Sell Price: | Unit | Extended |
|------------------------------|-----|--|-----------|----------------------------|----------|--------------------|
| | | Upholstery Selection | .CU | Centurion | | |
| | | UPH: Centurion | 10 | COLOR: Black | | |
| | | Select Lumbar | .BL | Black Adjustable Lumbar | | |
| | | Select base | .SB | Base: Standard Base | | |
| | | Select Frame Color | .T | Frame: Black | | |
| 63 | 3 | HLSL72TW | | | \$195.98 | \$587.94 |
| | | Tackboard for 72" W Wallmount Tackboard | | | | |
| | | Fabric Selection | \$(A) | Grd A Fabric | | |
| | | Gr A Fab | .APN | FABRIC: Appoint | | |
| | | Select Appoint Fabric Color | 16 | COLOR: Nimbus | | |
| 64 | 3 | HNL1572FD | | | \$920.45 | \$2,761.35 |
| | | 72x15x15 Wall Mount Storage frosted drs | | | | |
| | | Select Chassis Color | \$(L1STD) | Grd L1 Standard Laminates | | |
| | | Select Chassis Color | .LKI1 | LAM: Kingswood Walnut | | |
| Subtotal | | | | | | \$12,593.97 |
| Area A 129 Soccer Ofc | | | | | | |
| 65 | 1 | H10502 | | | \$332.51 | \$332.51 |
| | | 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D | | | | |
| | | Select Laminate | \$(L1STD) | Grd L1 Standard Laminates | | |
| | | Laminate Selection | .LDW1 | Designer White 15051 | | |
| 66 | 1 | H10579 | | | \$350.96 | \$350.96 |
| | | 10500 Series Desk Shell 66W x 30D x 29-1/2H | | | | |
| | | Select Top Laminate Color | \$(L1STD) | Grd L1 Standard Laminates | | |
| | | Select Top Laminate Color | .LKI1 | LAM: Kingswood Walnut | | |
| | | Select Chassis Laminate Color | LDW1 | Designer White 15051 | | |
| 67 | 2 | HIGS6 | | | \$228.37 | \$456.74 |
| | | Ignition Guest/Multi-Purpose Chair Four-Leg Stacking | | | | |
| | | Select Arm Type | .F | Arm: Fixed | | |
| | | Select Caster/Glide Option | .E | Glide | | |
| | | Select Back | .IM | 4-Way Black | | |
| | | Select Upholstery | \$(1) | Gr 1 UPH | | |
| | | Upholstery Selection | .APX | Fab: Apex | | |
| | | UPH: Apex | 25 | COLOR: Basalt | | |
| | | Select Frame Color | .PLAT | Textured Platinum Metallic | | |



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Proposal

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| Item | Qty | Product | | Sell Price: | Unit | Extended |
|-------------------------------------|-----|--|-------|--------------------------------|----------|-------------------|
| 68 | 1 | HIWMM Ignition 2 Task Mid-back, ilira back | | | \$343.17 | \$343.17 |
| | | Control Type | .Y1 | Syncho-Tilt W Seat Slider | | |
| | | Select Arm Type | .A | Arm: Height and Width Adj. Arm | | |
| | | Select Caster/Glide Option | .S | Black All-Surface Caster | | |
| | | Select Mesh Color | .IM | 4-Way Black | | |
| | | Select Upholstery | \$(1) | Gr 1 UPH | | |
| | | Upholstery Selection | .CU | Centurion | | |
| | | UPH: Centurion | 10 | COLOR: Black | | |
| | | Select Lumbar | .BL | Black Adjustable Lumbar | | |
| | | Select base | .SB | Base: Standard Base | | |
| | | Select Frame Color | .T | Frame: Black | | |
| | | | | Subtotal | | \$1,483.38 |
| Area A 134 & 137 Storage | | | | | | |
| 69 | 1 | 5285 Wire Shelving Starter Unit, 18 x 36" | | | \$256.88 | \$256.88 |
| | | Color Option | BL | Black | | |
| 70 | 2 | 5288 Wire Shelving Starter Unit, 36 x 24" | | | \$278.67 | \$557.34 |
| | | Color Option | BL | Black | | |
| 71 | 3 | 5289 Wire Add On Unit, 36 x 24" | | | \$271.07 | \$813.21 |
| | | Color Option | BL | Black | | |
| 72 | 1 | 5295 Wire Add-On Unit, 24 x 48" | | | \$289.31 | \$289.31 |
| | | Color Option | BL | Black | | |
| | | | | Subtotal | | \$1,916.74 |
| Area A 143 Conf. | | | | | | |
| 73 | 10 | HIWMM Ignition 2 Task Mid-back, ilira back | | | \$326.77 | \$3,267.70 |
| | | Control Type | .Y1 | Syncho-Tilt W Seat Slider | | |
| | | Select Arm Type | .A | Arm: Height and Width Adj. Arm | | |
| | | Select Caster/Glide Option | .H | Hard Caster | | |



Proposal

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|------|-----|--|-----------|---------------------------|------------|------------|
| | | Select Mesh Color | .IM | 4-Way Black | | |
| | | Select Upholstery | \$(1) | Gr 1 UPH | | |
| | | Upholstery Selection | .CU | Centurion | | |
| | | UPH: Centurion | 10 | COLOR: Black | | |
| | | Select Lumbar | .BL | Black Adjustable Lumbar | | |
| | | Select base | .SB | Base: Standard Base | | |
| | | Select Frame Color | .T | Frame: Black | | |
| 74 | 1 | HT29FB48120 | | | \$793.35 | \$793.35 |
| | | Preside 29.5H Footed Base for 42 and 48x120 Top | | | | |
| | | Paint Selection | \$(P2) | P2 Paint Opts | | |
| | | Select Grade 2 Paint | .T1 | Platinum Metallic | | |
| 75 | 2 | HTFWMGR29 | | | \$69.70 | \$139.40 |
| | | Wire manager for 29H footed base 1/pk | | | | |
| | | Paint Selection | \$(P2) | P2 Paint Opts | | |
| | | Select Grade 2 Paint | .T1 | Platinum Metallic | | |
| 76 | 1 | HTG2PWR-4P-2B | | | \$286.18 | \$286.18 |
| | | ElloraB G2 Flptop Port-4 AC Pwr-2 Blank-10' Cord | | | | |
| | | Select Paint Color | .SVR | Silver | | |
| 77 | 1 | HTG2PWR-4P-2B | | | \$286.18 | \$286.18 |
| | | ElloraB G2 Flptop Port-4 AC Pwr-2 Blank-10' Cord | | | | |
| | | Select Paint Color | .SVR | Silver | | |
| 78 | 1 | HTLA48120 | | | \$567.85 | \$567.85 |
| | | Preside 120W x 48D Racetrack Shaped Laminate Top | | | | |
| | | Edge Option | .G | 2MM/Flat | | |
| | | Select Edge Finish | KI | Edge: Kingswood Walnut | | |
| | | Select Grommet | .G2 | Cut out for Flip Top Port | | |
| | | Select Laminate | \$(L1STD) | Grd L1 Standard Laminates | | |
| | | Select Laminate | .LKI1 | LAM: Kingswood Walnut | | |
| 79 | 1 | HTLCRED42S | | | \$1,022.54 | \$1,022.54 |
| | | Preside 20x42 36H Hospitality Credenza w/Shelf | | | | |
| | | Laminate Top Selection | \$(L1STD) | Gr L1 Standard Laminates | | |
| | | Select Laminate | .LKI1 | LAM: Kingswood Walnut | | |
| | | Select Edge Color | .KI | Kingswood Walnut | | |

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|-------------------------------------|-----|---|-----------|--------------------------|------------|-------------------|
| | | Laminate Chassis Selection | \$(L1STD) | Gr L1 Standard Laminates | | |
| | | Laminate Selection | .LDW1 | Designer White 15051 | | |
| | | Select Pull | .V | Pull:HLSL Door Pull | | |
| | | Select Pull Color | PR6 | Pull Type: Silver | | |
| | | Back Cutout Selection | .N | No Cutout | | |
| | | Laminate Shelf Selection | \$(L1STD) | Gr L1 Standard Laminates | | |
| | | Laminate Selection | .LDW1 | Designer White 15051 | | |
| | | | | Subtotal | | \$6,363.20 |
| Area B 104 & 105 ART Rms | | | | | | |
| 80 | 128 | HAEHF Hot file | | | \$26.64 | \$3,409.92 |
| | | Select Tray/Accessory Color | .DW | Designer White | | |
| 81 | 32 | HE4LSTL18 Build Seated Height 4-Leg Stool | | | \$73.39 | \$2,348.48 |
| | | Select Paint Option | \$(P3) | P3 Paint Opts | | |
| | | Select Grade 3 Paint | .P8M | Regatta | | |
| 82 | 16 | HEMKR426029BB Build Makerspace Table 42x60 Seated w/ BB Top | | | \$1,229.31 | \$19,668.96 |
| | | Select Grommet | .N | No Grommets | | |
| | | Select Wood Top Color | .LH903 | Birch Butcherblock | | |
| | | Select Caster | .C | Casters | | |
| | | Select Paint | \$(P1) | Grade 1 | | |
| | | Select Grade 1 Paint | .S | Charcoal | | |
| 83 | 16 | HEMKREND29-SP Build MakerspaceTbl EndPnl for Hanging Accessories Seated | | | \$224.03 | \$3,584.48 |
| | | Select Paint | \$(P1) | Grade 1 | | |
| | | Select Grade 1 Paint | .S | Charcoal | | |
| 84 | 2 | HF23C Lock Core Replacement Kit Brushed Chrome | | | \$22.20 | \$44.40 |
| | | Select Key Number | .X104E | KEY NUMBER: 104E | | |
| 85 | 2 | HF23C Lock Core Replacement Kit Brushed Chrome | | | \$22.20 | \$44.40 |
| | | Select Key Number | .X105E | KEY NUMBER: 105E | | |

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|------|-----|---|----------------------|-------------|-----------------------------|------------|
| 86 | 2 | HFSS7 Flock Stool | | | \$411.23 | \$822.46 |
| | | | HFSS Shell Clr Opts | .LA | Lava | |
| | | | Select Upholstery | \$(1) | Gr 1 UPH | |
| | | | Grd 1 Uph | .CU | Centurion | |
| | | | UPH: Centurion | 10 | COLOR: Black | |
| | | | Flock Frame Opt | .PR8 | Silver Texture | |
| 87 | 2 | HLVBC4330 Mobile Bookcase 18"D x 30"W x 42 1/4"H | | | \$674.69 | \$1,349.38 |
| | | | Select Paint | \$(P1) | P1 Paint Opts | |
| | | | Select Grade 1 Paint | .S | Charcoal | |
| 88 | 2 | HLVMSC3330R Mobile Stg Cab w/ Bins 18"D x 30"W x 32 1/4"H | | | \$764.30 | \$1,528.60 |
| | | | Lock/Omt Opts | .X | Omt Core to Order Key Alike | |
| | | | Select Paint | \$(P3) | P3 Paint Opts | |
| | | | Select Grade 3 Paint | .P8M | Regatta | |
| 89 | 2 | HLVMSC5630R Mobile Stg Cab w/Bins 18"D x 30"W x 56"H | | | \$969.18 | \$1,938.36 |
| | | | Lock/Omt Opts | .X | Omt Core to Order Key Alike | |
| | | | Select Paint | \$(P3) | P3 Paint Opts | |
| | | | Select Grade 3 Paint | .P8M | Regatta | |
| 90 | 38 | HMN1 Motivate Nest/Stack Chair-Flex Back | | | \$234.11 | \$8,896.18 |
| | | | Select Arm Type | .N | Arm: No Arm | |
| | | | Select Caster Option | .E | Standard Nylon Glide | |
| | | | Select Back | .PS | Plastic Shell | |
| | | | Select Shell Color | .LA | Lava | |
| | | | Select Frame Color | .PLAT | FRAME: Platinum Metallic | |
| 91 | 2 | HMSCART Motivate Cart for Stacking Chairs | | | \$246.82 | \$493.64 |
| 92 | 2 | 91289-XXXX-XX Mobile Teacher Workstation II | | | \$1,002.79 | \$2,005.58 |

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Gary.Black@workspaceinteriorsod.com

HOUSTON MIDDLE SCHOOL

Aaron Law
9400 Wolf River Blvd
Germantown TN 38139

Date: 5/20/2022
Reference #: 576008

Houston Middle School

| Item | Qty | Product | | Sell Price: | Unit | Extended |
|----------------------------|-----|--|-------------------------------|-------------|---------------------------|--------------------|
| | | | Top Laminate | 4877 | Gray Mesh | |
| | | | Edgeband | STEC | Standard Edgeband Colors | |
| | | | Standard Edgeband Colors | PL | Platinum | |
| 93 | 2 | 91290MOD | | | | \$75.04 |
| | | Modesty Panel for Mobile Teacher Workstation II in Platinum *NEED PRICING* | | | | \$150.08 |
| 94 | 2 | 91775-4877-XX | | | | \$1,117.88 |
| | | 24x60 Single Pedestal | | | | \$2,235.76 |
| | | | Top Laminate | 4877 | Gray Mesh | |
| | | | Edgeband | STEC | Standard Edgeband Colors | |
| | | | Standard Edgeband Colors | PL | Platinum | |
| Subtotal | | | | | | \$48,520.68 |
| Area B 142 Band Ofc | | | | | | |
| 95 | 1 | H10502 | | | | \$332.51 |
| | | 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D | | | | \$332.51 |
| | | | Select Laminate | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Laminate Selection | .LDW1 | Designer White 15051 | |
| 96 | 1 | H10504 | | | | \$332.51 |
| | | 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D | | | | \$332.51 |
| | | | Select Laminate | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Laminate Selection | .LDW1 | Designer White 15051 | |
| 97 | 1 | H105291 | | | | \$378.02 |
| | | 10500 Series Bookcase/Cabinet w/Core Removable Loc | | | | \$378.02 |
| | | | Select Top Laminate Color | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Select Top Laminate Color | .LDW1 | Designer White 15051 | |
| | | | Select Chassis Laminate Color | LDW1 | Designer White 15051 | |
| 98 | 1 | H105310 | | | | \$512.50 |
| | | 36Wx18Dx45-5/8H Open MultiUse Stack-on Storage | | | | \$512.50 |
| | | | Select Top Laminate Color | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Select Top Laminate Color | .LKI1 | LAM: Kingswood Walnut | |
| | | | Select Chassis Laminate Color | LKI1 | LAM: Kingswood Walnut | |
| 99 | 1 | H105681X | | | | \$238.62 |
| | | 10500 Series Return Shell 29-1/2H x 41W x 24D | | | | \$238.62 |

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| | | | Select Top Laminate Color | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Select Top Laminate Color | .LKI1 | LAM: Kingswood Walnut | |
| | | | Select Chassis Laminate Color | LDW1 | Designer White 15051 | |
| 100 | 1 | H10579 10500 Series Desk Shell 66W x 30D x 29-1/2H | | | \$350.96 | \$350.96 |
| | | | Select Top Laminate Color | \$(L1STD) | Grd L1 Standard Laminates | |
| | | | Select Top Laminate Color | .LKI1 | LAM: Kingswood Walnut | |
| | | | Select Chassis Laminate Color | LDW1 | Designer White 15051 | |
| 101 | 1 | HH870960 Tasklight 60W | | | \$136.53 | \$136.53 |
| 102 | 2 | HIGS6 Ignition Guest/Multi-Purpose Chair Four-Leg Stacking | | | \$228.37 | \$456.74 |
| | | | Select Arm Type | .F | Arm: Fixed | |
| | | | Select Caster/Glide Option | .E | Glide | |
| | | | Select Back | .IM | 4-Way Black | |
| | | | Select Upholstery | \$(1) | Gr 1 UPH | |
| | | | Upholstery Selection | .APX | Fab: Apex | |
| | | | UPH: Apex | 25 | COLOR: Basalt | |
| | | | Select Frame Color | .PLAT | Textured Platinum Metallic | |
| 103 | 1 | HIWMM Ignition 2 Task Mid-back, ilira back | | | \$343.17 | \$343.17 |
| | | | Control Type | .Y1 | Syncho-Tilt W Seat Slider | |
| | | | Select Arm Type | .A | Arm: Height and Width Adj. Arm | |
| | | | Select Caster/Glide Option | .S | Black All-Surface Caster | |
| | | | Select Mesh Color | .IM | 4-Way Black | |
| | | | Select Upholstery | \$(1) | Gr 1 UPH | |
| | | | Upholstery Selection | .CU | Centurion | |
| | | | UPH: Centurion | 10 | COLOR: Black | |
| | | | Select Lumbar | .BL | Black Adjustable Lumbar | |
| | | | Select base | .SB | Base: Standard Base | |
| | | | Select Frame Color | .T | Frame: Black | |
| 104 | 1 | HLSL72TW Tackboard for 72" W Wallmount Tackboard | | | \$195.98 | \$195.98 |
| | | | Fabric Selection | \$(A) | Grd A Fabric | |



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Proposal Notes

Deposit Required:

Additional Information:



Proposal

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**TERMS AND CONDITIONS OF PURCHASE
(FURNITURE – WORKSPACE INTERIORS)**

- ODP Business Solutions, LLC ("ODP Business Solutions") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and ODP Business Solutions obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that ODP Business Solutions will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below.
- All prices are firm for thirty (30) days from date of proposal.
- Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
- All orders are subject to credit approval.
- ODP Business Solutions requires a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
- All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
- An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
- Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
- Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to ODP Business Solutions at the time of sale, extra labor charges at prevailing rates may apply.
- If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
- Electric current, heat, hoisting and/or elevator service will be furnished without charge to ODP Business Solutions.
- Floors shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of products.
- If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Double handling of a product will be charged at our normal hourly rate.
- ODP Business Solutions makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to ODP Business Solutions in writing within five (5) days after delivery or installation of the products and if no claim is so received by ODP Business Solutions it will be conclusively presumed that Customer has accepted and that the products are as represented.
- No liability shall accrue against ODP Business Solutions as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
- ODP Business Solutions retains, and Customer hereby grants to ODP Business Solutions, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, ODP Business Solutions shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
- Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that ODP Business Solutions will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
- Manufacturer warranties apply for parts only. Labor is not included.
- It is Customer's responsibility to furnish a certified electrician to "hardwire" cubicle stations to building power.
- All items set forth in the quotation are non-returnable.
- IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
- These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer has read and understands these terms and conditions of purchase.

Customer: _____ Customer PO#: _____

Customer's Signature: _____ Title: _____

Print Name: _____ Date: _____



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Special Instructions:

Proposal valid for 30 days

Financing options available, ask our team about our **Furniture Leasing Program**.

Please note: a deposit is required on all furniture orders prior to order placement

One of the following is required prior to placing your order: Signed Terms and Condition, Furniture Agreement on file or a Workspace Interiors Furniture Addendum on file

Workspace Interiors may require additional credit information, prior to placing your order

The appropriate tax will be applied at the time of invoicing

This proposal contains **Special Order** items that are **Not Returnable**

Once an order is placed, cancellations are **Not Allowed**.

Estimated leadtime is subject to the manufactures production / shipping schedule.