

GMSD Board Business Meeting
May 23, 2023 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. TN Legislative Update
 - 6.B. Chairman's Report
 - 6.C. Student Board Representative Report
 - 6.D. Financial Report
 - 6.E. Superintendent's Report
7. Citizens to be heard
8. CONSENT AGENDA
 - 8.A. Approval of the Minutes
 - 8.B. Revision of Policies - Second Reading
 - 8.C. Miscellaneous FY 22-23 Budget Amendment # 26
 - 8.D. Approval of 23-24 Consolidated Funding Application
9. BOARD ACTION ITEMS
 - 9.A. Replacement of Wireless Access Points at Houston High School
 - 9.B. SFE Contract Renewal
 - 9.C. GMSD FY 23-24 General Purpose Fund Budget - Second and Final Reading
 - 9.D. GMSD FY 2023-2024 Federal, Capital, Cafeteria, Health Insurance and OPEB Budgets -
First Reading
 - 9.E. Custodial Contract Renewal
10. Announcements
11. Adjournment

May 2023 Legislative Report

On May 1st, Governor Lee announced the appointment of Lizzette Gonzalez Reynolds as commissioner for the Tennessee Department of Education, effective July 1. Reynolds will succeed Dr. Penny Schwinn, who is stepping down at the end of the school year after serving as TDOE commissioner since 2019.

Reynolds is currently the Vice President of Policy for ExcelinEd and has served in a variety of roles, including Chief Deputy Commissioner at the Texas Education Agency.

In legislative news, Governor Lee has called for the Tennessee General Assembly to convene a special legislative session on August 21, to strengthen public safety and preserve constitutional rights. While it is not expected education will be directly addressed in the special session, there could be impacts depending on the legislation that advances.

Germantown Municipal School District

BALANCE SHEET

All Funds

As of Month Ending April 30, 2023

	School Operating	Federal Projects	Cafeteria	Capital Projects	Health Insurance	OPEB Trust	General Fixed Asset Account Group	Total
ASSETS								
Cash and Cash Equivalents	2,286,053.10	(166,246.58)	1,408,075.45	885,606.93	1,197,305.44	98,248.13	-	5,709,042.47
Investments - LGIP	27,634,411.23	-	-	-	1,090,345.81	4,655,305.17	-	33,380,062.21
Investments - Money Market	503,275.94	-	-	-	-	-	-	503,275.94
Accrued Interest	-	-	-	-	-	356.53	-	356.53
Accounts Receivable	17,759.79	-	-	-	-	-	-	17,759.79
Due from Other Govts	-	347,488.98	49,129.23	-	-	-	-	396,618.21
Due from City	-	-	-	-	-	-	-	-
Due from Schools	-	-	-	-	-	-	-	-
Due from Other Funds	35,712.06	-	-	-	-	-	-	35,712.06
Restricted Investments - SRT	959,580.00	-	-	-	-	-	-	959,580.00
Prepaid Expenses	15,818.04	-	-	-	-	-	-	15,818.04
Fixed Assets:	-	-	-	-	-	-	-	-
Land	-	-	-	-	-	-	6,377,894.00	6,377,894.00
Land Improvements	-	-	-	-	-	-	1,970,270.25	1,970,270.25
Buildings	-	-	-	-	-	-	111,988,505.44	111,988,505.44
Improvements	-	-	-	-	-	-	2,617,910.80	2,617,910.80
Equipment	-	-	-	-	-	-	18,817,948.28	18,817,948.28
Construction-in-Progress	-	-	-	-	-	-	21,452,545.41	21,452,545.41
Accumulated Depreciation	-	-	-	-	-	-	(28,059,030.98)	(28,059,030.98)
ASSETS TOTAL	31,452,610.16	181,242.40	1,457,204.68	885,606.93	2,287,651.25	4,753,909.83	135,166,043.20	176,184,268.45
LIABILITIES								
Accounts Payable	-	-	150,748.45	-	-	-	-	150,748.45
Accrued Expenses	83,148.23	-	-	-	706,035.00	-	-	789,183.23
Due to the City of Germantown	-	-	-	-	-	-	-	-
Due to Schools	4,967.30	-	-	-	-	-	-	4,967.30
Due to Other Funds	(4,900.00)	-	-	-	-	-	-	(4,900.00)
Unearned Revenue	69,145.00	181,242.40	89,742.11	-	-	-	-	340,129.51
LIABILITIES TOTAL	152,360.53	181,242.40	240,490.56	-	706,035.00	-	-	1,280,128.49
FUND BALANCE								
Change in Fund Balance	4,379,889.81	-	342,862.17	244,445.18	56,813.39	761,915.29	5,071,551.78	10,857,477.62
Beginning Fund Balance	26,920,359.82	-	873,851.95	641,161.75	1,524,802.86	3,991,994.54	130,094,491.42	164,046,662.34
Ending Fund Balance	31,300,249.63	-	1,216,714.12	885,606.93	1,581,616.25	4,753,909.83	135,166,043.20	174,904,139.96
LIABILITIES AND FUND BAL TOTAL	31,452,610.16	181,242.40	1,457,204.68	885,606.93	2,287,651.25	4,753,909.83	135,166,043.20	176,184,268.45
VARIANCE	-	-	-	-	-	-	-	-

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending April 30, 2023

	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
REVENUES:					
BEP Revenue	31,086,000.00	3,116,300.00	28,046,700.00	(3,039,300.00)	90.22%
Shelby County:					
Property Taxes	16,987,940.00	935,215.38	16,831,077.79	(156,862.21)	99.08%
Sales Tax	9,165,224.00	793,753.45	6,818,792.37	(2,346,431.63)	74.40%
Wheel Tax	1,477,882.00	102,673.66	1,281,074.85	(196,807.15)	86.68%
City of Germantown:					
Maintenance of Effort	3,082,068.00	256,838.67	2,568,386.70	(513,681.30)	83.33%
PEG Funding	127,000.00	-	62,648.59	(64,351.41)	49.33%
Mixed Drink Tax	204,000.00	20,841.25	148,439.92	(55,560.08)	72.76%
Other Local Revenue	240,420.00	113,296.86	777,758.18	537,338.18	323.50%
Tuition	248,345.00	6,460.00	68,385.00	(179,960.00)	27.54%
Other State Revenue	937,050.00	42,049.62	285,023.08	(652,026.92)	30.42%
Transfers - Indirect Costs	70,000.00	-	-	(70,000.00)	0.00%
Reserves	10,063,851.96	-	-	(10,063,851.96)	0.00%
TOTAL REVENUES	<u>73,689,780.96</u>	<u>5,387,428.89</u>	<u>56,888,286.48</u>	<u>(16,801,494.48)</u>	<u>77.20%</u>
EXPENDITURES:					
Regular Instruction					
Salaries & Wages	22,110,719.00	1,854,604.38	16,300,668.54	(5,810,050.46)	73.72%
Benefits	5,544,260.00	489,389.93	4,165,062.53	(1,379,197.47)	75.12%
Maint & Rep - Equipment	12,000.00	-	8,050.26	(3,949.74)	67.09%
Travel	2,700.00	282.83	1,996.41	(703.59)	73.94%
Other Contract Svcs	943,791.00	73,182.52	730,264.42	(213,526.58)	77.38%
Inst. Supplies	500,338.62	185.60	222,110.89	(278,227.73)	44.39%
Textbooks	1,115,378.81	-	15,205.30	(1,100,173.51)	1.36%
Software	375,000.00	295.00	231,323.81	(143,676.19)	61.69%
Other Supplies	206,332.00	-	144,803.26	(61,528.74)	70.18%
Other Charges	32,384.00	-	17,677.27	(14,706.73)	54.59%
Equipment	1,019,561.00	774.79	740,125.73	(279,435.27)	72.59%
Total Regular Instruction	<u>31,862,464.43</u>	<u>2,418,715.05</u>	<u>22,577,288.42</u>	<u>(9,285,176.01)</u>	<u>70.86%</u>
Alternative Education					
Salaries & Wages	317,858.00	(12,058.59)	239,864.00	(77,994.00)	75.46%
Benefits	82,838.00	(7,144.06)	55,137.24	(27,700.76)	66.56%
Inst. Supplies	2,000.00	-	332.44	(1,667.56)	0.00%
Equipment	2,000.00	-	109.00	(1,891.00)	5.45%
Total Alternative Education	<u>404,696.00</u>	<u>(19,202.65)</u>	<u>295,442.68</u>	<u>(109,253.32)</u>	<u>73.00%</u>
Special Education					
Salaries & Wages	4,197,043.00	323,977.48	2,908,650.92	(1,288,392.08)	69.30%
Benefits	1,095,732.00	89,663.54	782,792.77	(312,939.23)	71.44%
Contract w/Priv. Agencies	44,900.00	799.00	44,748.20	(151.80)	99.66%
Contracts for Sub Teachers	10,000.00	451.50	7,675.50	(2,324.50)	76.76%
Noncertified Subs	5,000.00	889.34	5,000.00	0.00	100.00%
Inst. Supplies	24,300.00	-	20,706.68	(3,593.32)	85.21%
Equipment	3,000.00	-	1,982.80	(1,017.20)	66.09%
Total Special Education	<u>5,379,975.00</u>	<u>415,780.86</u>	<u>3,771,556.87</u>	<u>(1,608,418.13)</u>	<u>70.10%</u>

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending April 30, 2023

Career & Technical Education	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Salaries & Wages	1,024,223.00	77,029.98	707,739.12	(316,483.88)	69.10%
Benefits	298,158.00	22,069.29	196,292.06	(101,865.94)	65.83%
Maintenance & Repairs	1,000.00	-	-	(1,000.00)	0.00%
Inst. Supplies	540,000.00	-	13,000.00	(527,000.00)	2.41%
Building Improvements	30,000.00	-	-	(30,000.00)	0.00%
Equipment	32,547.75	-	-	(32,547.75)	0.00%
Total Career & Technical Education	1,925,928.75	99,099.27	917,031.18	(1,008,897.57)	47.62%
Attendance & Planning					
Salaries & Wages	619,118.00	51,450.10	491,588.27	(127,529.73)	79.40%
Benefits	157,724.00	10,960.84	101,651.72	(56,072.28)	64.45%
Travel	750.00	-	-	(750.00)	0.00%
Other Contract Svcs.	1,000.00	-	78.39	(921.61)	0.00%
Other Supplies	4,500.00	-	609.13	(3,890.87)	13.54%
Inservice/Staff Dev.	16,750.00	1,398.00	16,150.37	(599.63)	96.42%
Other Charges	12,500.00	54.00	6,812.58	(5,687.42)	54.50%
Total Attendance & Planning	812,342.00	63,862.94	616,890.46	(195,451.54)	75.94%
Health Services					
Salaries & Wages	86,763.00	5,915.52	67,402.43	(19,360.57)	77.69%
Benefits	28,512.00	1,806.98	18,639.67	(9,872.33)	65.37%
Other Contract Svcs.	429,600.00	13,475.69	109,015.90	(320,584.10)	25.38%
Other Supplies	24,424.00	5,294.36	14,947.56	(9,476.44)	61.20%
Inservice/Staff Dev.	4,000.00	12.44	3,999.99	(0.01)	100.00%
Other Charges	3,000.00	10.73	2,999.98	(0.02)	100.00%
Equipment	3,000.00	15.48	3,000.00	0.00	100.00%
Total Health Services	579,299.00	26,531.20	220,005.53	(359,293.47)	37.98%
Other Student Support/Guidance					
Salaries & Wages	1,266,245.00	96,794.08	905,743.66	(360,501.34)	71.53%
Benefits	322,330.00	24,019.48	217,938.65	(104,391.35)	67.61%
Other Contract Svcs.	30,000.00	-	6,079.00	(23,921.00)	20.26%
Other Supplies	8,405.00	-	108.00	(8,297.00)	1.28%
Inservice/Staff Dev.	30,000.00	3,098.00	25,731.43	(4,268.57)	85.77%
Other Charges	8,195.00	-	8,195.00	0.00	100.00%
Other Equipment	42,860.00	-	36,890.00	(5,970.00)	86.07%
Total Other Student Support	1,708,035.00	123,911.56	1,200,685.74	(507,349.26)	70.30%
Reg. Instruction Support					
Salaries & Wages	1,896,698.00	149,679.73	1,467,419.61	(429,278.39)	77.37%
Benefits	458,857.00	39,986.32	382,972.42	(75,884.58)	83.46%
Consultants	68,000.00	-	43,950.00	(24,050.00)	64.63%
Travel	1,000.00	-	533.39	(466.61)	53.34%
Library Books/Media	43,400.00	-	43,400.00	0.00	100.00%
Other Supplies	13,500.00	375.85	7,477.02	(6,022.98)	55.39%
Inservice/Staff Dev.	65,400.00	4,178.22	37,380.32	(28,019.68)	57.16%
Other Charges	11,833.00	798.94	5,135.47	(6,697.53)	43.40%
Other Equipment	17,176.00	-	6,260.24	(10,915.76)	36.45%
Total Reg. Instruction Support	2,575,864.00	195,019.06	1,994,528.47	(581,335.53)	77.43%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending April 30, 2023

SPED Support	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Salaries & Wages	1,591,410.00	133,243.14	1,218,582.87	(372,827.13)	76.57%
Benefits	406,605.00	33,975.99	307,061.32	(99,543.68)	75.52%
Contract w/Priv. Agencies	11,000.00	-	11,000.00	0.00	100.00%
Travel	5,500.00	382.98	3,254.69	(2,245.31)	59.18%
Other Supplies	8,000.00	1,656.78	5,483.96	(2,516.04)	68.55%
Inservice/Staff Dev.	19,000.00	-	18,980.84	(19.16)	99.90%
Other Charges	2,500.00	-	1,738.31	(761.69)	69.53%
Total SPED Support	2,044,015.00	169,258.89	1,566,101.99	(477,913.01)	76.62%
Career and Technical Support					
Director/ Supervisor	19,821.00	1,651.76	16,717.60	(3,103.40)	84.34%
Benefits	5,938.00	495.16	4,714.75	(1,223.25)	79.40%
Other Supplies	1,953.00	76.36	311.05	(1,641.95)	15.93%
Inservice/Staff Dev.	4,000.00	3,512.17	3,812.17	(187.83)	95.30%
Total Vocational Support	31,712.00	5,735.45	25,555.57	(6,156.43)	80.59%
Technology					
Salaries & Wages	734,345.00	59,810.04	575,247.25	(159,097.75)	78.33%
Benefits	229,524.00	16,861.51	149,639.52	(79,884.48)	65.20%
Communications	90,400.00	5,618.17	51,863.57	(38,536.43)	57.37%
Consultants	13,500.00	2,430.00	9,430.00	(4,070.00)	69.85%
Maintenance & Repairs	62,698.00	4,730.00	51,781.18	(10,916.82)	82.59%
Internet Connectivity	243,614.45	15,651.20	140,860.80	(102,753.65)	57.82%
Travel	1,000.00	88.16	341.72	(658.28)	34.17%
Office Supplies	500.00	-	323.80	(176.20)	64.76%
Cabling	10,000.00	974.80	10,000.00	0.00	100.00%
Software	527,795.00	45,724.20	426,608.99	(101,186.01)	80.83%
Other Supplies	23,000.00	1,473.06	14,635.68	(8,364.32)	63.63%
Inservice/Staff Dev.	8,000.00	-	1,683.32	(6,316.68)	21.04%
Other Charges	26,000.00	-	5,763.64	(20,236.36)	22.17%
Adm Equipment	80,057.21	-	78,024.21	(2,033.00)	97.46%
Other Equipment	12,000.00	475.00	8,089.54	(3,910.46)	67.41%
Total Technology	2,062,433.66	153,836.14	1,524,293.22	(538,140.44)	73.91%
Board of Education					
Salaries & Wages	21,500.00	-	21,500.00	0.00	100.00%
Benefits	42,645.00	300.44	35,504.82	(7,140.18)	83.26%
OPEB	630,000.00	-	629,553.00	(447.00)	99.93%
Audit Services	65,000.00	-	62,200.00	(2,800.00)	95.69%
Dues & Memberships	21,000.00	-	9,550.00	(11,450.00)	45.48%
Legal Services	210,000.00	1,785.00	115,875.50	(94,124.50)	55.18%
Other Contract Svcs.	92,000.00	4,655.00	89,110.00	(2,890.00)	96.86%
Other Supplies	1,000.00	-	400.01	(599.99)	40.00%
Judgments	357,453.00	-	357,420.00	(33.00)	99.99%
Liability Insurance	100,748.00	-	62,277.00	(38,471.00)	61.81%
Surety Bond Premium	300.00	-	300.00	0.00	100.00%
Trustee Commissions	459,316.00	26,190.69	403,522.60	(55,793.40)	87.85%
Workers' Compensation	80,000.00	592.73	64,461.14	(15,538.86)	80.58%
Inservice/Staff Dev.	20,000.00	-	9,016.76	(10,983.24)	45.08%
Total Board of Education	2,100,962.00	33,523.86	1,860,690.83	(240,271.17)	88.56%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending April 30, 2023

Superintendent	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Salaries & Wages	434,829.00	34,458.32	350,616.33	(84,212.67)	80.63%
Benefits	113,033.00	9,541.68	89,678.48	(23,354.52)	79.34%
Dues & Memberships	9,500.00	-	3,094.00	(6,406.00)	32.57%
Postal Charges	10,000.00	1,830.35	6,543.14	(3,456.86)	65.43%
Travel	5,000.00	-	-	(5,000.00)	0.00%
Other Contracted Svcs.	29,600.00	785.72	15,098.57	(14,501.43)	51.01%
Office Supplies	20,000.00	838.28	12,013.38	(7,986.62)	60.07%
Other Supplies	63,250.00	6,266.66	29,377.50	(33,872.50)	46.45%
Inservice/Staff Dev.	21,200.00	1,074.56	12,380.78	(8,819.22)	58.40%
Other Charges	1,000.00	-	69.86	(930.14)	6.99%
Total Superintendent	707,412.00	54,795.57	518,872.04	(188,539.96)	73.35%
Office of the Principal					
Salaries & Wages	3,304,456.00	275,391.66	2,574,593.26	(729,862.74)	77.91%
Benefits	868,427.00	68,981.71	627,902.71	(240,524.29)	72.30%
Other Contract Svcs.	30,000.00	-	30,000.00	0.00	100.00%
Other Supplies	147,000.00	-	146,999.00	(1.00)	100.00%
Inservice/Staff Dev.	11,525.00	358.02	5,264.75	(6,260.25)	45.68%
Other Charges	14,975.00	-	14,975.00	0.00	100.00%
Total Office of the Principal	4,376,383.00	344,731.39	3,399,734.72	(976,648.28)	77.68%
Fiscal Services					
Salaries & Wages	435,970.00	37,531.27	346,768.27	(89,201.73)	79.54%
Benefits	109,334.00	7,692.26	80,300.97	(29,033.03)	73.45%
Dues & Memberships	700.00	-	360.00	(340.00)	51.43%
Travel	600.00	-	50.13	(549.87)	8.36%
Other Contract Svcs.	4,000.00	-	760.00	(3,240.00)	19.00%
Office Supplies	5,000.00	171.27	2,380.33	(2,619.67)	47.61%
Software	93,000.00	3,378.68	60,292.72	(32,707.28)	64.83%
Inservice/Staff Dev.	6,000.00	-	5,654.88	(345.12)	94.25%
Other Charges	17,250.00	400.62	8,461.98	(8,788.02)	49.05%
Other Equipment	1,500.00	-	904.11	(595.89)	60.27%
Total Fiscal Services	673,354.00	49,174.10	505,933.39	(167,420.61)	75.14%
Human Resources					
Salaries & Wages	422,626.00	32,488.68	308,497.73	(114,128.27)	73.00%
Benefits	107,798.00	7,039.81	64,229.71	(43,568.29)	59.58%
Dues & Memberships	720.00	-	-	(720.00)	0.00%
Travel	100.00	-	-	(100.00)	0.00%
Other Contract Svcs.	6,500.00	-	6,500.00	0.00	100.00%
Office Supplies	2,000.00	401.83	961.32	(1,038.68)	48.07%
Software	15,200.00	-	12,419.31	(2,780.69)	81.71%
Other Supplies	1,200.00	400.00	762.50	(437.50)	63.54%
Inservice/Staff Dev.	40,815.00	2,601.88	26,466.90	(14,348.10)	64.85%
Other Charges	2,000.00	-	1,364.25	(635.75)	68.21%
Total Human Resources	598,959.00	42,932.20	421,201.72	(177,757.28)	70.32%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending April 30, 2023

Operation of Plant	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Salaries & Wages	361,287.00	28,823.72	286,898.36	(74,388.64)	79.41%
Benefits	116,469.00	9,090.73	82,706.37	(33,762.63)	71.01%
Janitorial Services	1,040,000.00	-	786,873.92	(253,126.08)	75.66%
Other Contract Svcs.	184,480.00	10,345.49	147,490.77	(36,989.23)	79.95%
Utilities	1,152,000.00	54,587.31	919,818.51	(232,181.49)	79.85%
Property Insurance	273,232.00	725.40	271,338.70	(1,893.30)	99.31%
Other Charges	50,000.00	3,307.71	32,689.45	(17,310.55)	65.38%
Equipment	5,000.00	-	2,119.23	(2,880.77)	42.38%
Total Operation of Plant	3,182,468.00	106,880.36	2,529,935.31	(652,532.69)	79.50%
Maintenance of Plant					
Salaries & Wages	535,580.00	42,899.64	439,001.03	(96,578.97)	81.97%
Benefits	150,383.00	11,794.80	112,558.76	(37,824.24)	74.85%
Dues & Memberships	5,000.00	-	4,970.00	(30.00)	99.40%
Maintenance & Repairs	849,584.30	96,207.23	678,038.67	(171,545.63)	79.81%
Travel	20,000.00	591.39	6,713.33	(13,286.67)	33.57%
Other Contract Svcs.	10,000.00	-	-	(10,000.00)	0.00%
Office Supplies	1,500.00	-	1,017.71	(482.29)	67.85%
Inservice/Staff Dev.	5,000.00	-	3,810.76	(1,189.24)	76.22%
Total Maintenance of Plant	1,577,047.30	151,493.06	1,246,110.26	(330,937.04)	79.02%
Transportation					
Contracts w/Other Schools	79,445.00	6,620.00	66,200.00	(13,245.00)	83.33%
Contracts w/Private Agencies	1,650,000.00	143,864.14	1,128,505.33	(521,494.67)	68.39%
Diesel	225,000.00	17,834.96	154,893.56	(70,106.44)	68.84%
Total Transportation	1,954,445.00	168,319.10	1,349,598.89	(604,846.11)	69.05%
Safety					
Benefits	0.00	-	-	0.00	#DIV/0!
Maintenance & Repairs	-	-	-	0.00	#DIV/0!
Office Supplies	250.00	-	-	(250.00)	0.00%
Other Supplies & Materials	500.00	-	-	(500.00)	0.00%
Inservice/Staff Dev.	5,000.00	506.35	4,033.80	(966.20)	80.68%
Other Charges	19,944.00	-	15,397.00	(4,547.00)	77.20%
Other Equipment	11,000.00	-	3,805.00	(7,195.00)	34.59%
Total Safety	36,694.00	506.35	23,235.80	(13,458.20)	63.32%
Capital Outlay					
Other Salaries & Wages	15,000.00	-	6,148.62	(8,851.38)	40.99%
Benefits	-	-	986.30	986.30	#DIV/0!
Architects	301,006.25	36,384.32	225,365.98	(75,640.27)	74.87%
Transfer to Other Funds	528,225.00	-	381,578.33	(146,646.67)	72.24%
Building Construction	6,158,841.18	79,361.43	5,237,842.68	(920,998.50)	85.05%
Building Improvements	963,807.94	18,869.57	265,653.22	(698,154.72)	27.56%
Other Capital Outlay	1,128,411.45	(557,235.40)	(173,871.55)	(1,302,283.00)	-15.41%
Total Capital Outlay	9,095,291.82	(422,620.08)	5,943,703.58	(3,143,723.16)	65.35%
Summer Schools - Fed Thru State					
Café Personnel				0.00	#DIV/0!
Food Supplies				0.00	#DIV/0!
Summer Schools - Fed Thru State	0.00	-	-	0.00	#DIV/0!
Transfers to Cafeteria Fund	0.00	-	-	0.00	#DIV/0!
EXPENDITURES TOTAL	73,689,780.96	4,182,283.68	52,508,396.67	(21,181,384.29)	71.26%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending April 30, 2023

TOTAL FUND BALANCE

0.00

1,205,145.21

4,379,889.81

Germantown Municipal School District
REVENUE and EXPENSE REPORT
FEDERAL PROJECTS FUND
As of Month Ending April 30, 2023

	BUDGET	Month	FYTD	EXPENDED
REVENUES:				
Consolidated Admin	121,867.00	8,477.34	93,401.34	76.64%
Title I	1,106,236.00	35,880.23	847,350.03	76.60%
Title II	138,023.00	4,562.17	47,789.06	34.62%
Title III	12,264.00	-	11,770.11	95.97%
Title IV	90,278.00	746.23	66,257.82	73.39%
IDEA, Part B	1,947,965.00	94,698.36	876,459.37	44.99%
IDEA, Preschool	22,187.00	239.93	4,432.55	19.98%
Carl Perkins - Basic	63,290.00	10,000.00	49,965.93	78.95%
IDEA Implementation Grant	60,503.00	-	42,448.05	70.16%
IDEA TAS Incentive Funds	5,500.00	-	4,500.00	81.82%
ESSER 2.0	381,409.00	-	278,348.74	72.98%
ESSER 3.0	2,984,554.00	103,245.14	1,060,222.92	35.52%
ESSER Planning Grant	110,780.00	-	20,235.00	18.27%
ARP IDEA	149,191.00	17,947.20	64,126.25	42.98%
ARP IDEA Preschool	12,581.00	12,000.50	12,581.00	100.00%
ELC Grant	1,031,694.00	60,051.88	613,634.07	59.48%
TN All Corps Grant	458,298.00	9,849.99	145,165.78	31.67%
Fiscal Premonitoring Grant	31,700.00	-	10,000.00	31.55%
TOTAL REVENUES	8,728,320.00	357,698.97	4,248,688.02	48.68%

EXPENDITURES:				
Title - Cons Admin				
Salaries & Wages	82,592.00	6,739.20	68,142.00	82.50%
Benefits	20,498.00	1,738.14	16,549.68	80.74%
Indirect Costs	5,240.00	-	-	0.00%
Inservice/Staff Dev.	10,537.00	-	5,954.66	56.51%
Other Equipment	3,000.00	-	2,755.00	91.83%
Total Title - Cons Admin	121,867.00	8,477.34	93,401.34	76.64%

Title I				
Salaries & Wages	336,451.00	18,045.42	221,580.87	65.86%
Benefits	73,107.00	3,948.86	45,236.83	61.88%
Contracts for Sub Teachers	38,154.96	-	35,219.00	92.31%
Other Contract Svcs	11,538.21	-	-	0.00%
Inst. Supplies	257,148.16	375.13	251,168.17	97.67%
Other Supplies & Materials	3,380.00	-	2,779.45	82.23%
Indirect costs	12,134.07	-	-	0.00%
Inservice/Staff Dev.	206,560.15	13,510.82	161,659.92	78.26%
Other Charges	5,375.45	-	1,234.04	22.96%
Regular Instruction Equipment	162,387.00	-	128,471.75	79.11%
Total Title I	1,106,236.00	35,880.23	847,350.03	76.60%

Title II				
Salaries & Wages	46,065.00	3,175.20	35,502.00	77.07%
Benefits	12,242.00	836.16	8,476.00	69.24%
Contracts for Sub Teachers	2,580.00	-	258.00	10.00%
Indirect Costs	4,441.00	-	-	0.00%
Inservice/Staff Dev.	72,695.00	550.81	3,553.06	4.89%
Total Title II	138,023.00	4,562.17	47,789.06	34.62%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
FEDERAL PROJECTS FUND
As of Month Ending April 30, 2023

Title III				
Instructional Supplies & Materials	10,514.00	-	10,375.11	98.68%
Inservice/Staff Dev.	1,750.00	-	1,395.00	79.71%
Total Title III	12,264.00	-	11,770.11	95.97%
Title IV				
Contracts for Sub Teachers	7,353.00	-	2,193.00	29.82%
Instructional Supplies & Materials	13,531.00	-	8,850.31	65.41%
Other Supplies	11,219.00	-	11,054.87	98.54%
Indirect Costs	1,000.00	-	-	0.00%
Inservice/Staff Dev.	42,875.00	746.23	29,864.91	69.66%
Regular Instruction Equipment	14,300.00	-	14,294.73	99.96%
Total Title IV	90,278.00	746.23	66,257.82	73.39%
Carl Perkins - Basic				
Travel	10,000.00	10,000.00	10,000.00	100.00%
Other Contract Svcs	3,500.00	-	1,032.00	29.49%
Instructional Supplies & Materials	20,275.00	-	17,200.00	84.83%
Other Supplies	14,000.00	-	11,740.00	83.86%
Inservice/Staff Dev.	15,515.00	-	9,993.93	64.41%
Total Carl Perkins - Basic	63,290.00	10,000.00	49,965.93	78.95%
IDEA Implementation Grant				
Salaries & Wages	13,286.00	-	4,000.00	30.11%
Benefits	1,885.00	-	616.05	32.68%
Evaluation & Testing	7,500.00	-	-	0.00%
Instructional Supplies & Materials	37,832.00	-	37,832.00	100.00%
Total IDEA Implementation Grant	60,503.00	-	42,448.05	70.16%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
FEDERAL PROJECTS FUND
As of Month Ending April 30, 2023

IDEA B				
Salaries & Wages	962,629.00	68,196.16	596,777.18	61.99%
Benefits	332,404.00	17,845.97	154,739.36	46.55%
Contracts W/Private Agencies	155,000.00	5,266.76	22,951.84	14.81%
Evaluation & Testing	60,000.00	-	13,664.73	22.77%
Maintenance & Repairs-Vehicles	3,000.00	-	-	0.00%
Travel	1,600.00	337.50	413.62	25.85%
Contracts for Sub Teachers	20,000.00	-	-	0.00%
Noncertified Subs	13,500.00	1,032.60	1,032.60	7.65%
Other Contract Svcs.	15,000.00	40.00	120.00	0.80%
Fuel	4,000.00	150.36	1,219.64	30.49%
Instr. Supplies	160,332.00	1,290.01	58,222.21	36.31%
Other Supplies	62,000.00	-	2,510.50	4.05%
Indirect costs	30,000.00	-	-	0.00%
Vehicle Insurance	1,000.00	-	225.80	22.58%
Inservice/Staff Dev.	100,000.00	539.00	24,553.92	24.55%
Other Charges	2,500.00	-	-	0.00%
Special Education Equipment	25,000.00	-	27.97	0.11%
Total IDEA B	1,947,965.00	94,698.36	876,459.37	44.99%

IDEA Preschool				
Contracts W/Private Agencies	9,514.00	-	-	0.00%
Instr. Supplies	6,885.00	28.83	1,356.64	19.70%
Indirect Costs	788.00	-	-	0.00%
Inservice/Staff Dev.	3,000.00	-	2,864.81	95.49%
Equipment	2,000.00	211.10	211.10	10.56%
Total IDEA Preschool	22,187.00	239.93	4,432.55	19.98%

IDEA TAS Incentive Funds				
Instructional Supplies & Materials	5,500.00	-	4,500.00	81.82%
Total IDEA TAS Incentive Funds	5,500.00	-	4,500.00	81.82%

Fiscal Premonitoring Grant				
Oth Contracted Services	31,700.00	-	10,000.00	31.55%
Total Fiscal Premonitoring Grant	31,700.00	-	10,000.00	31.55%

ESSER 2.0				
Salaries & Wages	32,000.00	-	9,000.00	28.13%
Benefits	5,229.00	-	1,395.74	26.69%
Contracts W/Private Agencies	300,000.00	-	223,773.00	74.59%
Building Construction	44,180.00	-	44,180.00	100.00%
Total ESSER 2.0	381,409.00	-	278,348.74	72.98%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
FEDERAL PROJECTS FUND
As of Month Ending April 30, 2023

ESSER 3.0				
Salaries & Wages	2,335,478.00	89,622.51	801,197.30	34.31%
Benefits	433,647.00	13,622.63	122,422.08	28.23%
Communication	17,922.00	-	17,922.00	100.00%
Instructional Supplies & Materials	76,400.00	-	3,609.56	4.72%
Software	82,681.00	-	82,681.44	100.00%
Building Construction	31,667.00	-	31,667.00	100.00%
Reg Instruction Equipment	6,759.00	-	723.54	10.70%
Total ESSER 3.0	2,984,554.00	103,245.14	1,060,222.92	35.52%

ESSER Planning Grant				
Other Contracted Svcs	110,780.00	-	20,235.00	18.27%
Total ESSER Planning Grant	110,780.00	-	20,235.00	18.27%

ARP IDEA				
Salaries & Wages	5,000.00	4,382.50	5,087.50	101.75%
Benefits	450.00	11.49	65.46	14.55%
Evaluation & Testing	25,000.00	7,617.54	12,154.29	48.62%
Instructional Supplies & Materials	69,741.00	46.45	27,339.78	39.20%
Other Supplies	10,000.00	5,318.72	5,318.72	53.19%
Indirect Costs	4,000.00	-	-	0.00%
Inservice/Staff Dev.	15,000.00	-	13,950.00	93.00%
Special Education Equipment	20,000.00	570.50	210.50	1.05%
Total ARP IDEA	149,191.00	17,947.20	64,126.25	42.98%

ARP IDEA Preschool				
Contracts W/Private Agencies	12,581.00	12,000.50	12,581.00	100.00%
Total ARP IDEA Preschool	12,581.00	12,000.50	12,581.00	100.00%

Epidemiology & Lab Capacity (ELC) Grant				
Salaries & Wages	727,298.00	47,287.66	465,221.94	63.97%
Benefits	124,628.00	9,458.97	82,425.81	66.14%
Other Charges	25,000.00	-	3,943.31	15.77%
Bldg Improvements	75,000.00	2,577.75	41,050.70	54.73%
Health Equipment	79,768.00	727.50	20,992.31	26.32%
Total Epidemiology & Lab Capacity (ELC) Grant	1,031,694.00	60,051.88	613,634.07	59.48%

TN All Corps				
Salaries & Wages	420,000.00	9,150.00	127,420.00	30.34%
Benefits	32,298.00	699.99	13,433.06	41.59%
Other Supplies & Materials	6,000.00	-	4,312.72	71.88%
Total TN All Corps	458,298.00	9,849.99	145,165.78	31.67%

Total Expenditures	8,728,320.00	357,698.97	4,248,688.02	48.68%
TOTAL FUND BALANCE	0.00	-	-	

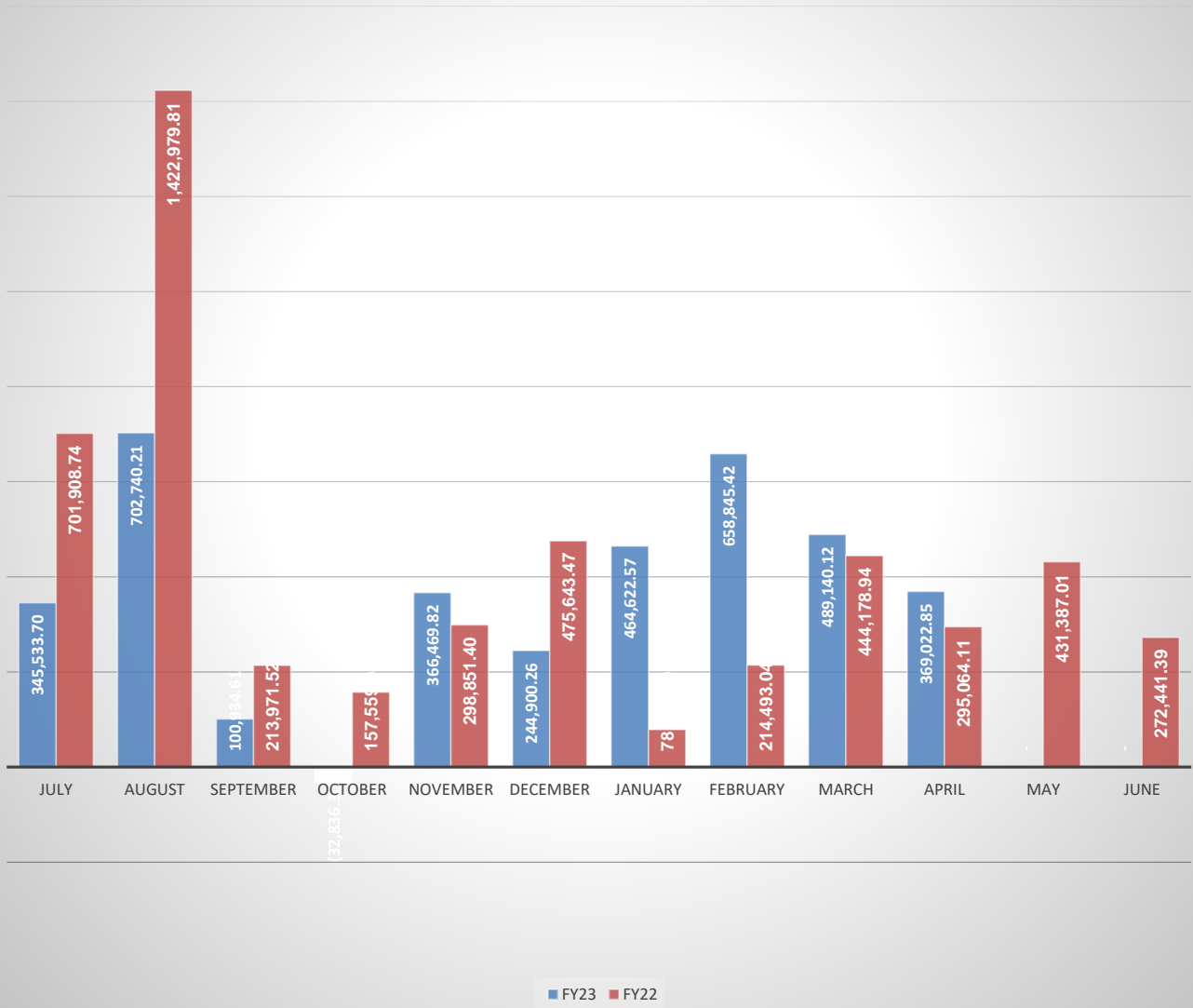
Germantown Municipal School District
REVENUE and EXPENSE REPORT
HEALTH INSURANCE FUND
As of Month Ending April 30, 2023

	Month	FYTD	BUDGET	EXPENDED
REVENUES:				
Employee Contributions	186,447.42	1,585,611.32	1,766,260.00	89.77%
Employer Contributions	343,869.80	2,927,042.88	3,295,640.00	88.82%
Other Income	-	86,815.65	200,000.00	43.41%
Interest Income	4,430.85	30,774.10	-	0.00%
Reserves	-	-	998,100.00	0.00%
TOTAL REVENUES:	534,748.07	4,630,243.95	6,260,000.00	73.97%
EXPENDITURES:				
Medical Claims	369,022.85	3,708,554.21	5,000,000.00	74.17%
Stop-Loss Premiums	69,847.52	657,477.95	960,000.00	68.49%
Administrative Expenses	23,652.49	207,398.40	300,000.00	69.13%
TOTAL EXPENDITURES:	462,522.86	4,573,430.56	6,260,000.00	73.06%
FUND BALANCE	72,225.21	56,813.39	-	

	FY 23 Cash Basis Claims	FY 22 Cash Basis Claims		
July	345,533.70	701,908.74		
August	702,740.21	1,422,979.81		
September	100,934.61	213,971.52		
October	(32,836.30)	157,559.98		
November	366,469.82	298,851.40		
December	244,900.26	475,643.47		
January	464,622.57	78,681.79		
February	658,845.42	214,493.04		
March	489,140.12	444,178.94		
April	369,022.85	295,064.11		
May	-	431,387.01		
June	-	272,441.39		
Y-T-D	3,709,373.26	5,007,161.20	Monthly Average Budgeted	416,666.67

Germantown Municipal School District
REVENUE and EXPENSE REPORT
HEALTH INSURANCE FUND
 As of Month Ending April 30, 2023

Analysis of Cash Basis Claims for FY 2022-23



Germantown Municipal School District
REVENUE and EXPENSE REPORT
CAPITAL PROJECTS FUND
As of Ending April 30, 2023

	<u>BUDGET</u>	<u>Month</u>	<u>YTD</u>	<u>EXPENDED</u>
REVENUES:				
County Commission	1,500,000.00	88,001.67	835,321.68	55.69%
Bonds Issued	2,500,000.00	-	867,521.03	34.70%
Transfers from City of Germantown	1,000,000.00	8,578.50	63,618.50	0.00%
Interest Income	-	-	-	0.00%
Reserves	-	-	-	0.00%
TOTAL REVENUES:	<u>5,000,000.00</u>	<u>96,580.17</u>	<u>1,766,461.21</u>	<u>35.33%</u>
EXPENDITURES:				
Building Construction	3,566,620.00	-	1,466,976.03	41.13%
Building Improvements	1,433,380.00	-	55,040.00	3.84%
TOAL EXPENDITURES:	<u>5,000,000.00</u>	<u>-</u>	<u>1,522,016.03</u>	<u>30.44%</u>
FUND BALANCE	<u>-</u>	<u>96,580.17</u>	<u>244,445.18</u>	

Germantown Municipal School District
REVENUE and EXPENSE REPORT
CAFETERIA FUND

As of Month Ending April 30, 2023

	BUDGET	Month	YTD	EXPENDED
REVENUES:				
Lunch, Breakfast, A la Carte Sales	1,490,849.00	155,418.50	1,260,296.15	84.54%
USDA School Lunch	515,274.00	44,405.41	390,890.29	75.86%
USDA Breakfast	40,780.00	4,723.82	42,072.22	103.17%
USDA Other	-	-	6,438.06	#DIV/0!
Other State Funds	-	-	20,825.35	0.00%
Other Federal Thru State Funds	123,830.00	-	126,965.40	0.00%
Other Revenue	5,000.00	300.00	2,123.05	42.46%
Reserves	505,053.64	-	-	0.00%
TOTAL REVENUES	2,680,786.64	204,847.73	1,849,610.52	69.00%
EXPENDITURES:				
Other Contracted Services - SFE	2,105,465.00	150,748.45	1,402,101.63	66.59%
NET BALANCE	575,321.64	54,099.28	447,508.89	77.78%
DISTRICT EXPENDITURES:				
Maint and Repair - Equipment	40,000.00	586.58	29,338.67	73.35%
UDSA Commodities	95,280.00	-	-	0.00%
Other Supplies & Materials	7,000.00	-	1,089.08	15.56%
Building Improvements	309,000.00	-	-	0.00%
Inservice/ Staff Development	2,000.00	-	382.25	19.11%
Equipment	122,041.64	-	73,836.72	60.50%
TOTAL DISTRICT EXPENDITURES	575,321.64	586.58	104,646.72	18.19%
EXPENDITURES TOTAL	2,680,786.64	151,335.03	1,506,748.35	
Excess/(Def) of Revenues over Expenditures	-	53,512.70	342,862.17	#DIV/0!
Operating Transfer In	-	-	-	#DIV/0!
FUND BALANCE	-	53,512.70	342,862.17	

Germantown Municipal School District
REVENUE and EXPENSE REPORT
OPEB TRUST

As of Month Ending April 30, 2023

	<u>Month</u>	<u>YTD</u>	<u>BUDGET</u>	<u>EXPENDED</u>
REVENUES:				
Employer Contributions	-	660,247.00	755,000.00	87.45%
Retiree Contributions	-	-	80,000.00	0.00%
Interest and Dividend Income	10,075.84	88,942.57	75,000.00	118.59%
Realized gain/(loss) on investments	-	33,595.94	-	0.00%
Unrealized gain/(loss) on investments	30,958.62	154,214.15	292,500.00	52.72%
Other Income			-	0.00%
TOTAL REVENUES	41,034.46	936,999.66	1,202,500.00	77.92%
EXPENDITURES:				
Retiree Stipends	8,250.00	79,800.00	90,000.00	88.67%
Medical Claims	-	79,901.07	600,000.00	13.32%
Insurance Premiums	-	-	48,000.00	0.00%
Administrative Expenses	1,208.33	15,383.30	25,000.00	61.53%
TOTAL EXPENDITURES	9,458.33	175,084.37	763,000.00	22.95%
FUND BALANCE	31,576.13	761,915.29	439,500.00	

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Staff Conflicts of Interest	Descriptor Code: 5.601	Issued Date: 05/**/23 05/23/22
		Rescinds: 5.601	Issued: 03/19/18

1 The employees of Germantown Municipal School District shall avoid any situation in which a conflict
2 of interest or the appearance of impropriety could interfere with the duties and responsibilities of the
3 employee. The following is prohibited:

- 4 • Any pecuniary transaction, indirectly or directly, by a professional employee or school board
5 member concerned with supplying books, maps, school furniture, and/or other apparatus to the
6 school system of employment or to act as agent for anyone is expressly forbidden by statute.
- 7 • All employees, including non-faculty employees and school volunteers, are prohibited from
8 requiring current or prospective students to participate on club teams, AAU teams, or any other
9 program or event in which an employee/volunteer is compensated.
- 10 • Individual tutoring or any types of coaching/instruction for compensation to any student currently
11 enrolled in a staff member's school, during the school year.
- 12 • Individual tutoring or any types of coaching/instruction to any student attending a summer
13 instructional program or instructional camp at which the teacher is working during the summer
14 break.
- 15 • Selling items, ~~or~~ soliciting money, or soliciting for personal services, for personal gain or profit
16 during school hours or at an off-campus event attended by students and staff.
- 17 • Soliciting, referring, or encouraging students into programs, schools, or universities for personal
18 compensatory gain.
- 19 • Employees shall not accept any gifts, money or consideration or favor of any kind from anyone
20 that a reasonable person would understand to be intended to influence the judgment or decision-
21 making of the employee.

22 It shall not be considered a violation of this policy for an employee to receive entertainment,
23 food, refreshments, meals, amenities, or foodstuffs that are provided in connection with
24 professional development conferences.

Legal References

T.C.A. 49-6-2003

Germantown Municipal School District

Monitoring: Review: Annually, in October	Descriptor Term: Student Records	Descriptor Code: 6.600	Issued Date: 05/**/23 11/30/21 06/02/14
		Rescinds:	Issued:

1 A cumulative record shall be kept for each student enrolled in school. The folder shall contain a
2 health record, attendance record, and scholarship record; shall be kept current; and shall accompany
3 the student through his/her school career.

4 The name used on the record of the student entering the school system must be the same as
5 that shown on the birth certificate, unless evidence is presented that such name has been legally
6 changed. If the parent does not have, or cannot obtain a birth certificate, then the name used
7 on the records of such student shall be as shown on documents which are acceptable as proof
8 of date of birth.

9 The name used on the records of a student entering the system from another school must be
10 the same as that shown on records from the school previously attended unless evidence is
11 presented that such name has been legally changed as prescribed by law.

12 When a student transfers to another school within the system, the school shall send the original
13 records to the transfer school.

14 When a student transfers to a school outside the system and his/her records are requested, the
15 school shall keep the original records and send copies to the transfer school.

16 ACCESS TO STUDENT RECORDS

17 Authorized school officials shall have access to and permit access to student education records
18 for legitimate educational purposes. A “school official” shall include GMSD Superintendent, ,
19 GMSD administrator, GMSD Board Member, GMSD teacher, GMSD support or clerical staff, GMSD
20 attorney, GMSD nurse and health staff, GMSD counselor, GMSD human resources staff, GMSD
21 information systems specialist, GMSD school security officers, GMSD school resource officers, and
22 contractors, consultants, volunteers or other parties to whom GMSD has outsourced institutional services
23 or functions. A “legitimate educational interest” is the “school official’s” need to know information in
24 order to:

- 25 1. Perform required administrative tasks;
- 26 2. Perform a supervisory or instructional task directly related to the student's education;
- 27 28 3. Perform a service or benefit for the student or the student's family such as health care,
29 counseling, student job placement, or student financial aid.
30

1 Authorized school officials may release information from or permit access to a student's
2 education record without the parent(s) or eligible student's* prior written consent in the
3 following instances:

- 4
5 1. To comply with a judicial order or lawfully issued subpoena pursuant to the terms of
6 state law. The school system will make a reasonable effort to notify the student's
7 parent(s) or the eligible student before making a disclosure;
- 8
9 2. If the information requested is “directory information” (unless the parent/guardian or eligible
10 student exercises their right not to have directory information disclosed); ~~disclosure is an~~
11 ~~item of directory information;~~
- 12
13 3. To comply with the requirements of child abuse reports to the extent known by the
14 school officials including the name, address, and age of the child; the name and address
15 of the person responsible for the care of the child, and the facts requiring the report;
- 16
17 4. When certain federal and state officials need information in order to audit or enforce
18 legal conditions related to federally supported education programs in the school system;
- 19
20 5. When the school system has entered into a contract or written agreement for an
21 organization to conduct scientific research on the system's behalf to develop tests or
22 improve instruction, provided that the studies are conducted in a manner which will
23 not permit the personal identification of students and their parents by individuals
24 other than representatives of the organization and the information will be destroyed
25 when no longer needed for the purpose for which the study was conducted;
- 26
27 6. To appropriate officials if the parent(s) claim the student as a dependent as defined by the
28 Internal Revenue Code;
- 29
30 7. To accrediting organizations to carry out their accrediting functions;
- 31
32 8. When a student seeks or intends to enroll in another school district or a post-secondary
33 school. Parent(s) of students or eligible students have a right to obtain copies of records
34 transferred under this provision;
- 35
36 9. To financial institutions or government agencies that provide or may provide
37 financial aid to a student in order to establish eligibility, to determine the amount of
38 financial aid, to establish conditions for the receipt of financial aid, and to enforce
39 financial aid agreements.
- 40
41 10. To make the needed disclosure in a health or safety emergency when warranted by the
42 seriousness of the threat to the student or other persons, when the information is necessary
43 and needed to meet the emergency, when time is an important and limiting factor, and
44 when the persons to whom the information is to be disclosed are qualified and in a position

1 to deal with the emergency. Whether a health or safety emergency exists, shall be made in
2 the sole discretion of GMSD administration on a case-by-case basis.

3
4 11. To the Attorney General or his designee for official purposes related to the investigation or
5 prosecution of an act of domestic or international terrorism. An educational agency that, in
6 good faith, produces education records in accordance with an order issued under this Act shall
7 not be liable to any person for that production.

8
9 12. To any agency caseworker or other representative of a state or local child welfare
10 agency or tribal organization authorized to access the student's educational records
11 when such agencies or organizations are legally responsible for the care and protection
12 of the student.

13 Authorized school officials may release information from a student's education record if the
14 student's parent(s) or the eligible student gives written consent for the disclosure. The written
15 consent must include:

- 16
17 1. A specification of the records to be released;
18
19 2. The reasons for the disclosure;
20
21 3. The person, organization, or class of persons or organizations to whom the disclosure
22 is to be made;
23
24 4. The signature of the parent(s) or eligible student;
25
26 5. The date of the consent and, if appropriate, a date when the consent is to be
27 terminated. The student's parent(s) or the eligible student* may obtain a copy of any
28 records disclosed under this provision.

29 **GMSD** ~~The school system~~ will maintain an accurate record of all requests to disclose
30 information from or to permit access to a student's education records. ~~The system~~ **GMSD** will
31 maintain an accurate record of information it discloses and access it permits. ~~The system~~ **GMSD** will
32 maintain this record as long as it maintains the student's education record.

33 The record will include at least:

- 34
35 1. The name of the person or agency that makes the request;
36
37 2. The interest the person or agency has in the information;
38
39 3. The date the person or agency makes the request; and
40

- 1 4. Whether the request is granted and, if it is, the date access is permitted or the
2 disclosure is made.

3 * *The student becomes an "eligible student" when he/she reaches age 18 or enrolls in a post-secondary*
4 *school, at which time all of the above rights become the student's right.*

5 **RIGHTS OF NON-CUSTODIAL OR NON-RESIDENT PARENT**

6 A non-custodial or non-resident parent may request in writing that a copy of the child's report card,
7 notice of school attendance, names of teachers, class schedules, standardized test scores and any other
8 records customarily available to parents be furnished directly to such non-custodial or non-resident
9 parent. The written request must include the mailing address of the non-custodial parent. A non-
10 custodial parent will not have access to this information if GMSD is presented with a legal document
11 prohibiting release of the information to the non-custodial or non-resident parent. In addition, a non-
12 custodial or non-resident parent has the same right to review the education record of a student as that
13 given to the custodial parent, unless there is legal documentation prohibiting such review by the non-
14 custodial or non-resident parent. However, the personal information of a custodial parent shall not be
15 accessed by or released to a non-custodial or non-resident parent with the child's education record.

16 GMSD shall provide proof of a child's graduation from high school to either of the student's parents
17 within twenty (20) business days of the parent's request.

18 **ANNUAL NOTIFICATION**

19 Within the first three weeks of each school year, the school system shall notify parent(s) of students
20 and eligible students of each student's privacy rights. For students enrolling after the above period, this
21 information shall be given to the student's parent(s) or the eligible student at the time of enrollment.
22 The notice shall include the right of the student's parent(s) or the eligible student to:
23

- 24 1. Request, inspect, and review the student's education records;
- 25 2. Seek correction of items in the record which are believed to be inaccurate, misleading or
26 in violation of the student's rights, including the right to a hearing upon request;
- 27 3. File a complaint with the appropriate state or federal officials when the school system
28 violates laws and regulations relative to student records;
- 29 4. Obtain a copy of this policy and a copy of the student's educational records;
- 30 5. Exercise control over other people's access to the records, except when prior written consent
31 is given, or under circumstances as provided by law or regulations, or where the school
32 system has designated certain information as "directory information."

33 The notice must include the following:

- 34 1. The procedure for exercising the right to inspect and review educational records; and
35 2. The procedure for regularly amending records.

DIRECTORY INFORMATION

"Directory information" means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to the student's name, address, telephone number, e-mail address, photograph, date and place of birth, dates of attendance, grade level, enrollment status, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and the most recent educational agency or institution attended.

Student directory information for 11th and 12th graders shall be made available upon request to persons or groups which make students aware of occupational and educational options, including official recruiting representatives of the military forces of the State and the United States.

Parent(s) intending to limit or withhold student directory information should file notice in writing with their student's school principal no later than ~~September 1 annually~~ two weeks after notification to advise GMSD, in writing, of items they designate not to be used as directory information. The records custodian shall mark the student record for which directory information is to be limited, and the designation shall remain in effect until it is modified by the written direction of the student's parent(s)/guardian(s) or the eligible student.

~~*The student becomes an "eligible student" when he/she reaches age 18 or enrolls in a post-secondary school, at which time all of the above rights become the student's rights.~~

INSPECTION PROCEDURE

Parent(s) of students and eligible students* may inspect, review and request copies of the student's education records upon written request.

Parent(s) or eligible students shall submit to the records custodian a request which identifies as precisely as possible the record(s) to inspect, and this inspection must be completed within 45 days from the receipt of the request.

The right to inspect and review educational records includes the right to a response from school officials concerning requests for explanation and interpretation of the data. School officials shall presume that the parent has the authority to inspect and review records relating to his/her child unless GMSD receives a copy of a court order to the contrary. ~~the school system has been advised that the parent does not have the authority under applicable state law governing guardianship, separation, and divorce.~~

When a record contains information about students other than the parent's child or the eligible student, the parent(s) or eligible student may not inspect and review that information.

FEES FOR COPIES

A reasonable fee for copies provided to parent(s) or eligible students shall be determined by the director of schools. If the fee represents an unusual hardship, it may be waived in part or entirely by the records custodian.

1 CORRECTION PROCEDURES

2 Parent(s) of students or eligible students may seek to change any part of the student's record they believe
3 to be incorrect. The director of schools shall develop an acceptable procedure to establish an orderly
4 process to review and potentially correct an education record.

5 * *The student becomes an "eligible student" when he/she reaches age 18 or enrolls in a post-secondary*
6 *school, at which time all of the above rights become the student's rights.*

Legal References

T.C.A. § 10-7-503
T.C.A. § 10-7-504
T.C.A. § 36-6-104
T.C.A. § 37-1-403
T.C.A. § 49-1-703
T.C.A. § 49-1-704
T.C.A. § 49-1-704
T.C.A. § 49-6-406
T.C.A. § 49-6-902
T.C.A. § 49-6-3001
10 USC § 503(+) ~~(-)~~
20 USC § 1232g
34 CFR § 99.4
34 CFR § 99.5
34 CFR § 99.7
34 CFR § 99.10
34 CFR § 99.11
34 CFR § 99.20
34 CFR § 99.21
34 CFR § 99.22
34 CFR § 99.30
34 CFR § 99.32(+) ~~(-)~~
34 CFR § 99.33

Rationale for Revision of GMSD Policies 4.25.23 Board Business Meeting

Revisions are recommended for the following.

First Reading – 4.25.23

Second Reading – 5.23.23

Revision Policy 5.601 Staff Conflicts of Interest- Revisions to this policy are recommended in order to give teachers more flexibility to provide tutoring opportunities to students and to allow teachers the opportunity to earn extra money.

After discussion during the 4.19.23 Board Work Session, the following edit was recommended,

Page 1 / Line 12 – Add “*for compensation*” after the word “instruction.”

Revision Policy 6.600 Student Records – Revisions are recommended to this policy in order to grant SRO’s access to student records and access to video footage when necessary to perform the functions of the SRO’s duties. Revisions are also recommended to include the Tennessee State law regarding non-custodial parents’ rights to records. Revisions are also recommended to provide families with more specific information regarding their FERPA rights.

After discussion during the 4.19.23 Board Work Session, the following edits were recommended,

Page 5 / Line 35 – Replace “*Director of Schools*” with “*Superintendent or Designee*”.

Page 6 / Line 3 – Replace “*Director of Schools*” with “*Superintendent or Designee*”.



Germantown Municipal School District Budget Amendment

Fiscal Year: 2022 - 2023

Amendment # 26

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
141-71100-116 - REGED	Teachers	-	-	292,600	292,600
141-71100-163	Educational Assistants	-	-	27,625	27,625
141-71100-201	Social Security	-	-	19,854	19,854
141-71100-204	TCRS	-	-	19,927	19,927
141-71100-212	Medicare	-	-	4,644	4,644
141-71100-217	TCRS	-	-	5,070	5,070
141-71200-429	Instructional Supplies and Materials	-	-	126,985	126,985
141-72120-131 - HEALTH	Medical Personnel	-	-	7,315	7,315
141-72120-201	Social Security	-	-	453	453
141-72120-217	TCRS	-	-	293	293
141-72120-212	Medicare	-	-	106	106
141-72120-499	Other Supplies & Materials	-	-	500	500
141-72130-123 - OTH STUDENT SUPPT	Guidance Personnel	-	-	14,630	14,630
141-72130-201	Social Security	-	-	907	907
141-72130-204	TCRS	-	-	996	996
141-72130-212	Medicare	-	-	212	212
141-72130-499	Other Supplies & Materials	-	-	250	250
141-72410-104 - OFC OF PRINCIPAL	Principal Salaries	-	-	9,816	9,816
141-72410-162	Clerical Personnel	-	-	2,763	2,763
141-72410-201	Social Security	-	-	780	780
141-72410-204	TCRS	-	-	669	669
141-72410-212	Medicare	-	-	183	183
141-72410-217	TCRS	-	-	111	111
141-72410-435	Office Supplies	-	-	800	800
141-73100-165 - FOOD SERVICE	Cafeteria Personnel	-	-	10,400	10,400
141-73100-422	Food Supplies	-	-	16,000	16,000
141-46590	Revenues - Summer Learning Camps	-	-	563,889	563,889

REASON FOR AMENDMENT:

To appropriate Summer Learning Camps funding - Cost Center 1010

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____

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

GMSD Board Chair Date

GMSD Superintendent Date

TO: Germantown Municipal School District
 John Pierce
 3350 Forest Hill Irene Road
 Germantown, TN 38138

 john.pierce@gmsdk12.org
 (p) 901-752-7900
 (f) 901-757-6479

FROM: Presidio Networked Solutions
 Eddie Orfale
 12 Cadillac Drive
 Suite 130
 Brentwood, TN 37027

 eorfale@presidio.com
 (p) +1.407.641.0550

BILL TO: Germantown Municipal School District
 John Pierce
 3350 S. Forest Hill Irene Rd.
 Germantown, TN 38138

 john.pierce@gmsdk12.org
 (p) 901-752-7900

SHIP TO: Germantown Municipal School District
 John Pierce
 3350 S. Forest Hill Irene Rd.
 Germantown, TN 38138

 john.pierce@gmsdk12.org
 (p) 901-752-7900

Customer#: GERMA007

Contract Vehicle: Tennessee NASPO ValuePoint Cisco AR3227 TN# 65778

Account Manager: Jeff Hodges

Inside Sales Rep: Eddie Orfale

Title: Germantown Schools - Wireless Refresh

#	Part #	Description	Unit Price	Qty	Ext Price
MR56-HW					
1	MR56-HW	Meraki MR56 Wi-Fi 6 Indoor AP	\$1,297.92	134	\$173,921.28
Total:					\$173,921.28
LIC-ENT-3YR					
2	LIC-ENT-3YR	Meraki MR Enterprise License, 3YR	\$248.37	134	\$33,281.58
Total:					\$33,281.58

	Sub Total:	\$207,202.86
	Grand Total:	\$207,202.86

TERMS AND CONDITIONS OF THE CISCO NASPO AR3227 TENNESSEE 65778 SHALL GOVER THIS QUOTE

QUOTE IS VALID FOR 30 DAYS FROM DATE SHOWN ABOVE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:
 CISCO NASPO AR3227 TENNESSEE 65778

Tax ID# 58-1667655; Size Business: Large; CAGE Code: 0KD05; DUNS#15-405-0959

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

No signed quote. PO required.

FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT RENEWAL AGREEMENT

Germantown Municipal School District

Contract Period: July 1, 2023 through June 30, 2024

Germantown Municipal School District, hereafter called "SFA" and Southwest Foodservice Excellence, LLC hereinafter called "FSMC", hereby agree that the FSMC will operate the child nutrition program for the SFA during the period of July 1, 2023 through June 30, 2024 with the option to extend for an additional one (1) one-year contract terms unless terminated by either Party.

This renewal agreement is constituted by the SFA's acceptance of the FSMC's response to the SFA's original Request for Proposal and Subsequent Contract effective July 1, 2020. The FSMC agrees to comply with all parts of the SFA's Request for Proposal and Subsequent Contract.

Date of Base Contract:
July 1, 2020

Renewal Year (highlighted)
1 2 **3** 4

The Administrative and Management fees for the 2023-2024 school year will be –

	2022-23 Rate	2023-24 Rate	Percentage Increase
Admin Fee Per Meal/Lunch Equivalent-Billed Monthly (10)	\$4,858.30	\$5,256.68	8.2%
Management Fee Per Meal/Lunch Equivalent	\$0.0411	\$0.0445	8.2%

The following supporting documents must be included with and become part of this renewal agreement:

1. A copy of any amendments, subcontracts, letter agreements, or other relevant documentation pertaining to the Contract which has not previously been furnished to TDOE;
None to report at this time
2. An amended list of schools, if the SFA has added/deleted schools to/from the Contract;
None to report at this time
3. Documentation through cost or price analysis supporting a request for an increase in the meal rate fee charged by the FSMC. The average percentage increase in the "food away from home" series of the Consumer Price Index (CPI) is **8.2%**. The **8.2%** increase is based on December 2022 data.

FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT RENEWAL AGREEMENT
Germantown Municipal School District
Contract Period: July 1, 2023 through June 30, 2024

Per State requirement, SFA's with fixed price FSMC agreements must comply with the nonprogram foods requirement in 7 CFR Part 210.14. The Parties to the Base Contract shall agree to the following Base Contract changes:

The FSMC shall provide SFA with food cost data it requests in order to determine the SFA's compliance with the revenue from nonprogram foods requirements. The information provided by the FSMC must be sufficient for the SFA to be able to provide specific information about the food service operation and all required products and services they are seeking to procure. For example, essential information includes:

- For fixed price per meal contracts, awarded on a per meal basis and with revenues from nonprogram foods sales converted into meal equivalents to which the fixed price cost is applied, the FSMC will annually provide information on food costs and revenues. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Nonprogram foods include: a la carte; catering; vending; and student stores operated, or any other sales generated through the nonprofit school food service account not already described. This information is used to determine compliance with revenue from nonprogram foods at 7 CFR 210.14(f).
- Historical information on the type and value of nonprogram foods and meals to be offered in other food service operation, for example, catering. When the FSMC will be responsible for providing the SFA

FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT RENEWAL AGREEMENT
Germantown Municipal School District
Contract Period: July 1, 2023 through June 30, 2024

with, or calculating nonprogram food costs and program revenues for compliance with the 7 CFR Part 210.14(f), the contract must clearly identify this requirement.

No modifications or changes shall be made to this Contract without full consent of all signatories. Any additions or changes to the Contract that change or negate the mandatory portions of the Contract as written shall automatically invalidate the Contract.

ATTEST:

SCHOOL FOOD AUTHORITY (SFA)

Witness	Name of SFA Germantown Municipal School District
	Signature of Authorized Representative
	Printed Name of Authorized Representative
	Title
	Date

ATTEST:

FOOD SERVICE MANAGEMENT (FSMC)

Witness	Name of FSMC Southwest Foodservice Excellence
	Signature of Authorized Representative <i>Monty Staggs</i>
	Printed Name of Authorized Representative Monty Staggs
	Title Chief Executive Officer
	Date 05/08/2023

APPROVAL:

TENNESSEE DEPARTMENT OF EDUCATION (TDOE)

Signature of Authorized Representative
Printed Name of Authorized Representative
Title
Date

Southwest Foodservice Excellence, LLC

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

- I. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d etseq.);
- II. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 etseq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 etseq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

Monty Staggs

103EC93051EC194C25F57AB80DD54312

contractworks

05/03/2023

Proposer Signature and Date

xi. Certification of Compliance with T.C.A. § 12-4-119
in Regard To Boycotts of Israel



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Southwest Foodservice Excellence, LLC	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Monty Staggs, CEO	
SIGNATURE(S) <i>Monty Staggs</i> <small>103EC93051EC194C25F57AB80DD54312 contractworks</small>	DATE 05/08/2023

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying". This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
Southwest Foodservice Excellence, LLC	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Monty Staggs, CEO	
SIGNATURE	DATE
<i>Monty Staggs</i> <small>103EC93051EC194C25F57AB80DD54312 contractworks</small>	05/08/2023

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)


1. Type of Federal Action: a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ___ b. initial award c. post-award	3. Report Type: a. initial filing ___ b. material change For material change only: Year ___ quarter ___ Date of last report ___
4. Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier ___, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <p style="text-align: center;"><i>Monty Staggs</i></p>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>103EC93051EC194C25E57A880DD54312</u> <u>contractworks</u> Print Name: <u>Monty Staggs</u> Title: <u>Chief Executive Officer</u> Telephone No.: <u>480-551-6550</u> Date: <u>05/08/2023</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

**CERTIFICATION OF COMPLIANCE WITH T.C.A. § 12-4-119
IN REGARD TO BOYCOTTS OF ISRAEL**

This form must be completed by all contractors with ten (10) or more employees, that contract with Germantown Municipal School District (GMSD) to acquire or dispose of services, supplies, information technology, or construction, when the contract totals \$250,000 or more.

I, the undersigned, certify that my company is not currently engaged in, nor for the duration of any contract with Germantown Municipal School District Board of Education will my company engage in, a boycott of Israel.

NAME OF COMPANY Southwest Foodservice Excellence, LLC

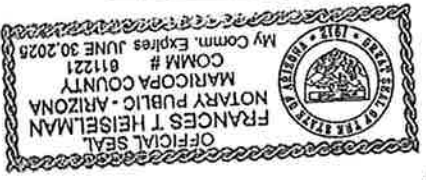
By: 
Signature
Company Representative – Monty Staggs
Title: Chief Executive Officer


Date: 5/3/2023

STATE OF ARIZONA)
COUNTY OF MARICOPA)

Subscribed and sworn before me by Monty Staggs, who represents Southwest Foodservice Excellence, LLC (Name of Company).

On this 3rd Day of May, 2023.




NOTARY PUBLIC

My Commission Expires: June 30, 2025



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ERRATA

Index and average price data for electricity in Miami for January through November 2022 were incorrectly published in the database. The error also includes related aggregate data within Miami and several related areas. A list of affected series and the corrected indexes and average price values will be provided when they are available.

Consumer Price Index, South Region — December 2022

Prices in the South down 0.3 percent over the month; up 7.0 percent over the past year

The Consumer Price Index for All Urban Consumers (CPI-U) for the South edged down 0.3 percent in December, the U.S. Bureau of Labor Statistics reported today. The decrease was contributed to a 5.6-percent decline in the energy index. In contrast, the index for all items less food and energy rose 0.2 percent in December. The food index continued to increase, up 0.3 percent over the month. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes reflect the impact of seasonal influences.)

The all items CPI-U for the South advanced 7.0 percent for the 12 months ending in December, after increasing 7.7-percent for the 12-month period ending in November. The index for all items less food and energy rose 6.5 percent over the past year. The food index and the energy index also increased over the last 12 months, up 10.8 percent and 5.8 percent, respectively. (See [chart 1](#) and [table 1](#).)

News Release Information

23-48-ATL
Thursday, January 12, 2023

Contacts

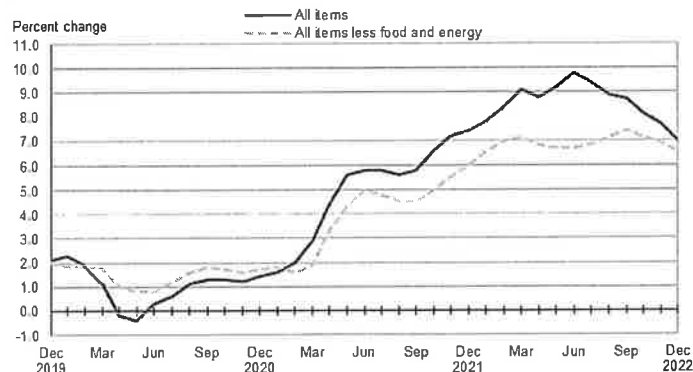
Technical information:
(404) 893-4222
BI_SinfoAtlanta@bls.gov
www.bls.gov/regions/southeast

Media contact:
(404) 893-4220

Related Links

[CPI chart package](#)

Chart 1. Over-the-year percent change in CPI-U, South region, December 2019–December 2022



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

Food

The food index rose 0.3 percent in December, reflecting increases in the food at home (+0.3 percent) and food away from home (+0.4 percent) indexes.

The food index advanced **10.8 percent for the 12 months ending in December. The food at home index rose 12.6-percent over the past year as all six major grocery store food group indexes increased. The food away from home index rose 8.2 percent over the past year.**

Energy

The energy index declined 5.6 percent in December, led by a 10.8-percent decrease in the gasoline index. The electricity index also declined in December, down 0.3 percent, while the natural gas index increased 2.0 percent over the month.

The energy index rose 5.8 percent for the 12 months ending in December. Increases were noted for electricity (+15.7 percent) and natural gas (+19.4 percent). The index for gasoline declined 4.1 percent over the past year.

All items less food and energy

The index for all items less food and energy rose 0.2 percent in December, primarily reflecting a 0.8-percent increase in the shelter index. Within shelter, owners' equivalent rent rose 0.8 percent over the month and rent of primary residence rose 0.9 percent. Several indexes declined in December, most notable include used cars and trucks (-2.4 percent) and apparel (-2.0 percent).

The index for all items less food and energy advanced 6.5 percent for the 12 months ending in December, after increasing 6.9 percent over the 12-month period ending in November. Several components contributed to the 12-month increase, most notably, shelter (+9.6 percent). Within shelter, owner's equivalent rent increased 9.4 percent over the past year and rent of primary residence rose 11.4 percent.

Geographic divisions

Additional price indexes are now available for the three divisions of the South. In December, the all items index declined 0.4 percent in the West South Central division and 0.3 percent in the South Atlantic division. The all-items index was unchanged in the East South Central division in December.

Over the year, the all items index advanced 7.3 percent in the South Atlantic division, 6.7 percent in the West South Central division, and 6.5 percent in the East South Central division.

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2018		2019		2020		2021		2022	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.5	1.8	0.2	1.2	0.3	2.3	0.5	1.6	0.9	7.8
February	0.6	2.1	0.5	1.1	0.2	1.9	0.5	2.0	1.1	8.4
March	0.2	2.3	0.7	1.6	-0.1	1.1	0.8	2.9	1.4	9.1
April	0.4	2.4	0.5	1.8	-0.8	-0.2	0.7	4.4	0.5	8.8
May	0.3	2.7	-0.1	1.4	-0.2	-0.4	0.8	5.6	1.2	9.2
June	0.2	2.7	-0.1	1.1	0.6	0.3	0.9	5.8	1.5	9.8
July	0.0	2.9	0.3	1.4	0.6	0.6	0.5	5.8	0.1	9.4
August	-0.1	2.4	-0.1	1.4	0.4	1.1	0.3	5.6	-0.2	8.9
September	0.0	1.7	0.0	1.3	0.2	1.3	0.3	5.8	0.2	8.7
October	0.2	2.1	0.2	1.3	0.1	1.3	1.0	6.6	0.4	8.1
November	-0.3	1.9	0.0	1.6	-0.1	1.2	0.4	7.2	0.1	7.7
December	-0.5	1.5	0.0	2.1	0.2	1.4	0.3	7.4	-0.3	7.0

The Consumer Price Index for January 2023 is scheduled to be released on Tuesday, February 14, 2023, at 8:30 a.m. (ET).

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/ophub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **South region** is comprised of Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods South (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Oct. 2022	Nov. 2022	Dec. 2022	Dec. 2021	Oct. 2022	Nov. 2022
Expenditure category						
All Items	288.836	288.991	288.205	7.0	-0.2	-0.3
All items (December 1977=100)	468.533	468.784	467.509	-	-	-
Food and beverages	307.885	308.552	309.645	10.5	0.6	0.4
Food	311.524	312.103	313.189	10.8	0.5	0.3
Food at home	296.644	296.475	297.461	12.6	0.3	0.3
Cereal and bakery products	348.943	351.167	353.339	16.5	1.3	0.6
Meats, poultry, fish, and eggs	314.999	313.744	315.797	8.9	0.3	0.7
Dairy and related products	270.634	272.000	272.771	15.2	0.8	0.3
Footnotes						
(1) Indexes on a December 1982=100 base.						
(2) Indexes on a December 1997=100 base.						
(3) Special index based on a substantially smaller sample.						
(4) Indexes on a December 1993=100 base.						
(5) Indexes on a December 1977=100 base.						
- Data not available.						
Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.						
NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.						

Item and Group	Indexes			Percent change from-		
	Oct. 2022	Nov. 2022	Dec. 2022	Dec. 2021	Oct. 2022	Nov. 2022
Fruits and vegetables	331.867	328.955	329.676	8.0	-0.7	0.2
Nonalcoholic beverages and beverage materials	207.179	207.394	209.448	16.2	1.1	1.0
Other food at home	263.482	263.844	263.095	14.3	-0.1	-0.3
Food away from home	335.110	337.045	338.303	8.2	1.0	0.4
Alcoholic beverages	257.323	259.209	260.396	5.2	1.2	0.5
Housing	287.255	288.299	290.077	9.8	1.0	0.6
Shelter	328.859	331.346	334.068	9.6	1.6	0.8
Rent of primary residence	350.275	354.198	357.390	11.4	2.0	0.9
Owners' equiv. rent of residences ⁽¹⁾	330.657	333.504	336.311	9.4	1.7	0.8
Owners' equiv. rent of primary residence ⁽¹⁾	330.655	333.502	336.307	9.4	1.7	0.8
Fuels and utilities	297.757	294.137	294.225	13.3	-1.2	0.0
Household energy	247.374	242.953	242.684	16.3	-1.9	-0.1
Energy services	246.776	241.976	242.121	16.3	-1.9	0.1
Electricity	237.971	233.860	233.177	15.7	-2.0	-0.3
Utility (piped) gas service	284.825	275.896	281.445	19.4	-1.2	2.0
Household furnishings and operations	147.092	146.301	146.112	7.9	-0.7	-0.1
Apparel	139.069	136.937	134.195	2.6	-3.5	-2.0
Transportation	266.021	264.141	256.321	3.2	-3.6	-3.0
Private transportation	267.237	265.426	257.730	2.5	-3.6	-2.9
New and used motor vehicles ⁽²⁾	130.888	129.407	127.916	-0.8	-2.3	-1.2
New vehicles	184.452	184.487	184.377	6.3	0.0	-0.1
New cars and trucks ⁽²⁾⁽³⁾	-	-	-	-	-	-
New cars ⁽³⁾	183.754	183.637	183.167	6.2	-0.3	-0.3
Used cars and trucks	199.567	193.923	189.268	-9.1	-5.2	-2.4
Motor fuel	298.069	293.137	261.605	-3.4	-12.2	-10.8
Gasoline (all types)	294.628	289.427	258.204	-4.1	-12.4	-10.8
Unleaded regular ⁽³⁾	288.047	282.884	251.615	-4.4	-12.6	-11.1
Unleaded midgrade ⁽³⁾⁽⁴⁾	327.675	322.168	291.528	-2.7	-11.0	-9.5
Unleaded premium ⁽³⁾	318.166	313.261	286.202	-1.8	-10.0	-8.6
Medical care	524.379	520.021	521.499	3.6	-0.5	0.3
Medical care commodities	368.319	366.460	366.500	3.4	-0.5	0.0
Medical care services	577.223	572.000	573.981	3.7	-0.6	0.3
Professional services	394.829	393.899	393.046	1.8	-0.5	-0.2
Recreation ⁽²⁾	132.171	133.642	133.207	5.9	0.8	-0.3
Education and communication ⁽²⁾	138.796	139.614	139.993	0.1	0.9	0.3
Tuition, other school fees, and child care ⁽⁵⁾	1,438.622	1,441.796	1,445.669	3.3	0.5	0.3
Other goods and services	492.794	498.593	501.130	7.4	1.7	0.5
Commodity and service group						
All Items	288.836	288.991	288.205	7.0	-0.2	-0.3
Commodities	220.976	219.757	216.564	4.5	-2.0	-1.5
Commodities less food and beverages	180.774	179.006	174.589	1.2	-3.4	-2.5
Nondurables less food and beverages	232.992	231.117	221.466	3.0	-4.9	-4.2
Nondurables less food, beverages, and apparel	289.515	287.690	274.193	3.1	-5.3	-4.7
Durables	131.715	130.217	129.056	-0.3	-2.0	-0.9
Services	356.783	358.390	360.160	8.7	0.9	0.5
Rent of shelter⁽¹⁾	338.502	341.089	343.942	9.7	1.6	0.8
Footnotes						
(1) Indexes on a December 1982=100 base.						
(2) Indexes on a December 1997=100 base.						
(3) Special index based on a substantially smaller sample.						
(4) Indexes on a December 1993=100 base.						
(5) Indexes on a December 1977=100 base.						
- Data not available.						
Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.						
NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.						

Item and Group	Indexes			Percent change from-		
	Oct. 2022	Nov. 2022	Dec. 2022	Dec. 2021	Oct. 2022	Nov. 2022
Transportation services	423.338	426.943	425.474	16.0	0.5	-0.3
Other services	375.427	380.883	381.283	3.9	1.6	0.1
Special aggregate indexes						
All items less medical care	275.842	276.223	275.326	7.4	-0.2	-0.3
All items less food	285.161	285.256	284.207	6.5	-0.3	-0.4
All items less shelter	274.428	273.664	271.490	5.9	-1.1	-0.8
Commodities less food	183.246	181.549	177.231	1.4	-3.3	-2.4
Nondurables	268.349	267.660	263.021	7.0	-2.0	-1.7
Nondurables less food	234.022	232.358	223.322	3.2	-4.6	-3.9
Nondurables less food and apparel	285.250	283.741	271.532	3.3	-4.8	-4.3
Services less rent of shelter ⁽¹⁾	391.011	391.418	391.864	7.7	0.2	0.1
Services less medical care services	336.753	338.880	340.619	9.5	1.1	0.5
Energy	265.570	261.005	246.435	5.8	-7.2	-5.6
All items less energy	292.840	293.470	294.063	7.1	0.4	0.2
All items less food and energy	290.228	290.867	291.382	6.5	0.4	0.2
Commodities less food and energy commodities	169.777	168.405	167.175	2.2	-1.5	-0.7
Energy commodities	303.767	299.166	267.290	-3.0	-12.0	-10.7
Services less energy services	368.475	370.754	372.695	8.3	1.1	0.5
Footnotes						
(1) Indexes on a December 1982=100 base.						
(2) Indexes on a December 1997=100 base.						
(3) Special index based on a substantially smaller sample.						
(4) Indexes on a December 1993=100 base.						
(5) Indexes on a December 1977=100 base.						
- Data not available.						
Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.						
NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.						

Last Modified Date: Thursday, January 12, 2023

U.S. BUREAU OF LABOR STATISTICS Southeast Information Office Suite 7T50 61 Forsyth St., S.W. Atlanta, GA 30303

Telephone: 1-404-893-4222 www.bls.gov/regions/southeast [Contact Southeast Region](#)



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:

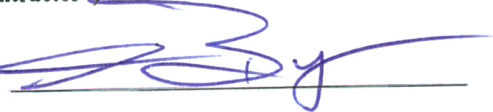
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action so that applicants are employed, and that employees are treated during employment, without regard to their 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.

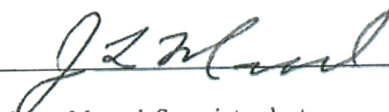
SKB FACILITIES AND MAINTENANCE, INC.
("Contractor")

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 or 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: Jason L. Manuel

Name: Shone Bynum

Title: Superintendent

Title: President / CEO

Date: 6-9-22

Date: 6/3/2022

SECOND AMENDMENT TO CUSTODIAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO THE CUSTODIAL SERVICES AGREEMENT (the "Second Amendment"), effective as of January 1, 2023, 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 Second 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 have entered into a First Amendment to Custodial Services Agreement dated June 9, 2022 (collectively referred to as the "First Amendment")
- C. **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. **Contract Price.** In order to add the Houston Middle School addition to SKB's custodial Services as outlined in the Agreement and First Amendment, the Owner shall pay the Contractor for the performance of the work, in current funds, a monthly payment of Ninety One Thousand Three Hundred Sixty Nine and 98/100 Dollars (\$91,369.98). This is a monthly addition of Six Thousand Two Hundred Seven (\$6,207) Dollars to the Agreement.
2. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this Second Amendment, all terms, covenants, conditions, and provisions of

the Agreement and the First Amendment 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 Second 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 Second 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

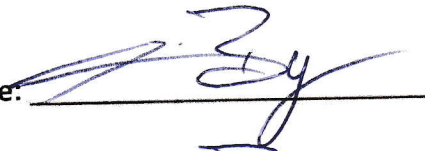
Signature: 

Name: Jason Manuel

Title: Superintendent

Date: 3/1/23

SKB FACILITIES AND MAINTENANCE, INC.

Signature: 

Name: Shane Bynum

Title: President / CEO

Date: 3/1/2023



THIRD AMENDMENT TO CUSTODIAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO THE CUSTODIAL SERVICES AGREEMENT (the “Third Amendment”), effective as of July 1, 2023, 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 Third 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 have entered into a First Amendment to Custodial Services Agreement dated June 9, 2022 (collectively referred to as the “First Amendment”)
- C. **WHEREAS**, the Parties have entered into a Second Amendment to Custodial Services Agreement dated March 1, 2023 (collectively referred to as the “Second Amendment”)
- D. **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. **Contract Price.** Section 5 of the Agreement is amended as follows: The Owner shall pay the Contractor for the performance of the work, in current funds, a monthly payment of One Hundred Sixteen Thousand Nine Hundred Nine and 96/100 Dollars (\$116,909.96), less non-performance penalties in the amount of \$500.00 per occurrence for:
 - a) Each month that SKB scores less than ninety (90%) percent on the monthly cleaning inspection score sheet; AND/OR

b) Each week that SKB fails to satisfy ninety-five (95%) percent of the staffing requirements as set forth on the "Staffing Requirements Chart" (attached as Exhibit "A").

2. **Term.** Section 4 of the Agreement is hereby amended to extend the term, which extended term shall commence as of July 1, 2023, and terminate June 30, 2024 (the "Term") unless sooner extended or terminated as provided in the Agreement.
3. **Additional Terms.** SKB agrees to be bound by the terms of the General Terms and Conditions set forth in Request for Proposal #FY210006, with the exception that numbered paragraphs 3(k) and 7 on page 12 of Proposal #FY21006 shall be deleted and replaced with the following language: "A minimum wage of \$15/hour shall be paid to all SKB employees assigned to perform work at any GMSD facility."
4. **Additional Terms.** SKB agrees that all required summer cleaning, including but not limited to floor waxing must be completed prior to July 15, 2023.
5. **Additional Terms.** SKB agrees to provide a 100% Performance bond by close of business on May 26, 2023.
6. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this Third Amendment, all terms, covenants, conditions, and provisions of the Agreement, the First Amendment, and the Second Amendment are hereby ratified and reaffirmed, and shall remain in full force and effect.
7. **No Default.** The Parties hereby acknowledge and agree that, as of the date of this Second 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.
8. **Counterparts.** This Third Amendment may be executed in one or 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: _____

Staffing Requirements Chart

District Office

Classification	No. of Employees	Shift Hours	Total Hours
General Cleaner	1	8	8
		8	8

Dogwood Elementary School

Classification	No. of Employees	Shift Hours	Total Hours
Supervisor	1	4	4
Day Porter	1	6	6
Mid Day	1	6	6
Floor Tech	1	4	4
General Cleaners	2	4	8
			28

Farmington Elementary School

Classification	No. of Employees	Shift Hours	Total Hours
Supervisor	1	4	4
Day Porter	1	6	6
Mid Day	1	6	6
Floor Tech	1	4	4
General Cleaners	2	4	8
			28

Forest Hill Elementary School

Classification	No. of Employees	Shift Hours	Total Hours
Supervisor	1	4	4
Day Porter	1	6	6
Mid Day	1	6	6
Floor Tech	1	4	4
General Cleaners	3	4	12
			32

Houston High School

Classification	No. of Employees	Shift Hours	Total Hours
Supervisor	1	4	4
Project	1	8	8
Day Porter	1	8	8
Mid Day	2	6	12
Floor Tech	1	6	6
General Cleaners	3	5	15
General Cleaners	3	4	12
General Cleaners	4	4	16
			81

Houston Middle School

Classification	No. of Employees	Shift Hours	Total Hours
Supervisor	1	4	4
Day Porter	1	6	6
Mid Day	1	6	6
Floor Tech	1	4	4
General Cleaners	6	4	24
			44

Riverdale Elementary

Classification	No. of Employees	Shift Hours	Total Hours
Supervisor- Floor Tech	1	5	5
Day Porter	1	6	6
Mid Day	1	6	6
General Cleaners	5	5	25
			42