

**GMSD Board Business Meeting**  
**June 6, 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. Superintendent Contract Renewal
6. Recognition and Awards
7. REPORTS
  - 7.A. TN Legislative Update
  - 7.B. Chairman's Report
  - 7.C. Financial Report
  - 7.D. Superintendent's Report
8. Citizens to be heard
9. CONSENT AGENDA
  - 9.A. Approval of the Minutes
  - 9.B. Revision of Policies - First Reading
10. BOARD ACTION ITEMS
  - 10.A. Property, Liability, Workers Compensations, and Student Accident Insurance
  - 10.B. Maintenance Contract Renewal
  - 10.C. GMSD FY 2023-2024 Federal, Capital, Cafeteria, Health Insurance and OPEB Budgets -  
Second and Final Reading
  - 10.D. Approval of purchase of STEM Curriculum for Houston Middle School
  - 10.E. Student Discipline Board Appeal
  - 10.F. Revision Policy 1.404 Appearances before the Board
11. Announcements
12. Adjournment

# CONTRACT OF EMPLOYMENT

---

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

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

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

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

1. **TERMINATION OF PRIOR CONTRACT OF EMPLOYMENT:** Pursuant to Paragraph 19.A. of their Contract of Employment entered into on the 24th day of August 2021, the Board and Superintendent terminate, effective June 30, 2023, 11:59 p.m., the prior Contract of Employment by their mutual agreement.
2. **TERM OF AGREEMENT:** In accordance with the action of the Board on June 6, 2023, and found in the minutes thereof, the Board offers a contract to Jason Manuel to be Superintendent, commencing July 1, 2023, and ending June 30, 2027. If either the Board or Superintendent elects not to renegotiate an Employment Contract with the other at the end of this Contract term, the party electing not to renegotiate shall provide notice of its/his decision at least one hundred eighty (180) days prior to the expiration date of this Contract.
3. **ACCEPTANCE:** The Superintendent hereby accepts employment as Superintendent and the Board and Superintendent mutually agree that during the term of this Agreement the Superintendent shall be and will perform the duties of Superintendent in and for the public schools of the Germantown Municipal School District, as presented by the laws of the State of Tennessee and by the rules, regulations, and policies of the State Board of Education and of the Board and those duties described in the job description adopted by the Board as the same may be from time to time amended.
4. **PROFESSIONAL CERTIFICATION:** The Superintendent shall maintain any certification required by law of the State of Tennessee.

5. **CRIMINAL BACKGROUND CHECK:** The Superintendent agrees that in accordance with the requirements of T.C.A. §49-5-413, he has released all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information as required by T.C.A. §49-5-406(a)(1)(A) and that he has previously submitted to a criminal background check conducted by the District. Superintendent agrees that he is subject to any and all criminal background, DCS, or other reviews to which District employees may be subjected. The costs incurred for any such investigation shall be paid by the Board.
6. **DUTIES:** The Superintendent shall faithfully perform the duties of the Superintendent and serve as Chief Executive Officer to the Board and the administrative head of the School District. The Superintendent shall have the authority to organize and arrange the administrative and supervisory staff and shall have the authority to organize and arrange the instructional and business affairs of the School District in a manner which, in his judgment, best serves the needs of the School District, subject to the laws of the State of Tennessee and of the rules, regulations, and policies of the State Board of Education and of the Board. The responsibilities for the selection, placement and transfer of personnel shall be vested in the Superintendent to the extent permitted by state law and Board policy. The Superintendent shall perform the duties specified in Tennessee Code Annotated, including, but not limited to, Tenn. Code Ann. §49-2-301. The Superintendent shall devote such time and energies as are necessary to perform the duties specified above. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Superintendent to work during times other than normal business hours. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
7. **PERFORMANCE:** Annually, and no later than June 30, the Superintendent and Board shall develop a mutually agreed upon set of performance goals for the Superintendent.
8. **COMPENSATION:** The Board agrees to pay the Superintendent an initial annual salary of \$195,000.00 minus such deductions as may be required by law. The annual compensation shall be paid according to the pay schedule adopted for twelve-month administrative employees. During the term of this Contract, the Superintendent shall receive salary increases equivalent to increases given to teachers, to become effective on the first date such increases are available to teachers. For the avoidance of any doubt, the initial annual salary set forth in this Paragraph is inclusive of any salary increase given to teachers effective July 1, 2023. The Board reserves the right, in its sole discretion, to provide additional salary increases. Additionally, if the Superintendent's annual evaluation is above Satisfactory, the Board shall have the option of paying the Superintendent a discretionary bonus, any time after the Superintendent's evaluation is completed. In no event will the salary be reduced during the term of this Contract except as provided by law.

9. **AUTOMOBILE AND MILEAGE ALLOWANCES:** The Board shall provide to the Superintendent a Six Hundred Dollar (\$600.00) per month automobile allowance, for which any tax liability shall be paid by the Superintendent. In addition, the Superintendent may submit and will be reimbursed for mileage expenses for travel required to carry out his official duties. Should the Board determine that it is more cost-effective to do so, the Board reserves the right, in its sole discretion, to provide a district-owned vehicle for use by the Superintendent with insurance to be paid by the board.
10. **ASSOCIATION BENEFITS:** The Board shall further pay all dues for professional societies or associations of which the Superintendent elects to become a member, provided such memberships are relevant to the duties of his position and are approved by the Board. Such organizations include but are not limited to AASA, TOSS, ELA (Education Law Association) and the Chamber of Commerce. The Board shall permit the Superintendent to attend professional meetings at the local, state and national levels and the expenses of such attendance shall be paid by the Board upon presentation of justified receipts, it being the intention and expectation of the Board that the Superintendent shall continue his professional development and participation in relevant learning experiences. The Board desires and expects the Superintendent to be actively engaged in the community and shall pay his membership and related fees to participate in civic, business and service organizations that are approved by the Board.
11. **OTHER BENEFITS:** During the term of the Contract, the Board shall provide these additional benefits.
  - A. The Board shall provide the Superintendent and his eligible dependents family health insurance coverage under the District's group health insurance program. The Board shall pay the same portion of the premium for said insurance as the Board pays for licensed employees. The Superintendent and his eligible dependents may participate in all benefit plans available to other employees.
  - B. The Board also shall pay the annual premium toward the purchase of a term life insurance policy on the Superintendent's life in the aggregate face value of Four Hundred Fifty Thousand Dollars (\$450,000.00), payable to the Superintendent's beneficiaries. In accordance with the terms of the policy, the Superintendent shall be allowed to retain the policy and assume the annual premium for such life insurance policy upon his retirement and/or resignation from the system.
  - C. The Board shall provide the Superintendent a cell phone and service and a laptop or tablet computer with internet service for the purpose of communications with the Board and the staff of the School System. The Superintendent is permitted to make personal use of the equipment to the extent that this does not increase the cost to the district.

- D. The Board shall contribute \$487.50 monthly to a tax-sheltered annuity selected by the Superintendent at his discretion for retirement, IRA and/or annuities. Any and all liability for taxes or penalties which may be assessed against funds paid shall be and shall remain the responsibility of the Superintendent.
12. **PROFESSIONAL LIABILITY:** The Board shall maintain liability insurance covering alleged wrongful acts and omissions of the Superintendent in the scope of employment by the Board. The Board shall, to the extent permitted by law, directly or through insurance, defend the Superintendent, bear defense costs, and indemnify and hold the Superintendent harmless on demands, claims, suits, and legal proceedings brought by third parties against the Superintendent in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment, and except that this obligation of the Board shall not exist with respect to violations of criminal law, acts committed for improper personal gain, willful misconduct or any legal dispute that may arise between the Board and Superintendent. In no event will individual Board members be considered liable for indemnifying the Superintendent against such demands, claims, suits, and legal proceedings. If, in the opinion of the counsel for the Board, a conflict exists between the interest of the Board and the Superintendent with regard to the defense of a claim that is subject to this paragraph, the Board will engage the services of separate counsel for the Superintendent and shall indemnify the Superintendent to the extent permitted by law.
13. **LEAVE:** The work year of the Superintendent shall be the same as that required of twelve (12) month administrative personnel. The Superintendent shall be entitled to the sick leave, annual leave, and personal leave benefits as provided for the twelve (12) month administrative personnel of the Germantown Municipal School District in accordance with the Board's adopted policy and procedures or as may be amended, which are incorporated herein by reference. Paid holidays will be those observed by the school system on the approved school calendar. Vacation, bonus, and sick days shall be determined on a pro-rata basis for partial years of service. Upon termination of this Contract, the Superintendent shall be paid for all accrued but unused vacation, personal leave and bonus days. Sick days shall be cumulative and unused sick leave days may be used for retirement credit in accordance with the policies of the Tennessee Consolidated Retirement System (TCRS).
14. **EXPENSES:** The Board shall reimburse the Superintendent for all actual and necessary travel and other expenses required in the performance of his official duties provided such expenses do not exceed the budget for such travel, subject to such limitations provided by law and by Board policy. Out-of-state travel must be approved by the Board Chair in advance of the event requiring such travel.
15. **REFERRALS TO SUPERINTENDENT:** Board members shall promptly refer to the Superintendent all criticisms, complaints and suggestions called to their attention relative to the Superintendent or the School System for the study, recommendation,

and appropriate action of the Superintendent prior to such issue being brought to the attention of the full Board.

16. **LOYALTY:** The Superintendent shall devote full time, attention, knowledge and skills solely and exclusively to the business and interests of the Board and the Germantown Municipal School District. The Superintendent may, however, undertake consulting work, speaking engagements, writing, lecturing or other activities that do not interfere with the discharge of the duties and responsibilities of the Superintendent hereunder. The Superintendent shall inform the Members of the Board, in writing, prior to undertaking any of the aforementioned activities. The determination of the Board as to whether such other work interferes with the discharge of the duties and responsibilities of the Superintendent hereunder shall be conclusive, and the Board shall notify the Superintendent in writing if the Board makes this determination.
17. **MEDICAL EXAMINATION:** If or when requested by the Board, the Superintendent agrees to undergo a comprehensive medical examination by a licensed medical doctor selected by the Superintendent unless he has undergone a similar examination during the past ten (10) months. If requested, he agrees to furnish to the Board a statement from the physician certifying his physical competency to fulfill the essential functions of the job of Superintendent. Such information shall be treated as confidential data by the Board to the extent permitted by law. The Board will pay for the costs of any medical examination requested by the Board.
18. **EVALUATION:** The Board and Superintendent shall annually establish meaningful, measurable performance goals for the Superintendent. The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relations and shall inform the Superintendent from time to time of any inadequacies in such relations as perceived by the Board. The Board shall evaluate and assess in writing the performance of the Superintendent on or before August 1 of each calendar year during the term of this Agreement and any extension thereof. The evaluation instrument and process shall be developed at the discretion of the Board but will be consistent with relevant law or regulation. The annual written evaluation of the Superintendent's performance will be based upon the powers and duties of the Superintendent as described from time to time by state law, Board policy, contractual expectations, and the performance goals established for the Superintendent for each year. Should any rating below satisfactory or acceptable level of performance be entered on the Superintendent's evaluation form by the Board, notice must be given, in writing, to the Superintendent specifically detailing the nature of the deficiency to be addressed. Notice of deficiency must include specific expectations relative to remediation of the deficiency to provide the Superintendent sufficient information to address the Board's concern and to improve his rating in that area. Within thirty (30) days of the completion of the annual evaluation and discussion, the Superintendent shall submit to the Board an Annual Improvement Plan which shall include a professional growth plan. The

Superintendent shall have the right to make a written reaction of response to the evaluation, and the response shall be a permanent attachment to the evaluation document which shall be placed in the Superintendent's personnel file.

**19. TERMINATION:**

- A. This Contract may be terminated by mutual agreement of the parties; breach of the Contract; retirement; disability as defined herein or death of the Superintendent; or by termination by the Board for cause in accordance with the laws of the State of Tennessee, including but not limited to Tenn. Code Ann. §§49-2-203(a)(14)(A), 49-5-511(a)(2), and 49-5-501(3) through (8); provided, however, that the process of such dismissal shall include the Superintendent's right to written charges as determined by the Board, notice of hearing before the Board, and notice of the right to be present and to be heard, to be represented by Counsel and to present through witnesses any testimony relevant to the issue. A transcript of the record of the proceedings before the Board shall be made available without charge to the Superintendent in the event an appeal is taken by the Superintendent from any action taken by the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing before the Board, he/she will assume the cost of his/her legal expenses. If the Board terminates this Contract for cause, the Superintendent shall be entitled to no further benefits or compensation with the exception of payment for all accrued but unused vacation, personal leave and bonus days.
- B. In the event that the Superintendent should desire to terminate this Contract for any reason prior to its expiration date, he shall give written notice to the Board of such intent at least sixty (60) days prior to the effective date of such voluntary termination. This requirement may be waived in the discretion of the Board. In the event the Superintendent terminates this Contract pursuant to this Paragraph, the Superintendent shall be entitled to no further benefits or compensation with the exception of payment for all accrued but unused vacation, personal leave and bonus days.
- C. This Contract shall terminate if the State Board of Education removes the Superintendent from office in accordance with the laws of the State of Tennessee, including but not limited to Tenn. Code Ann. §49-1-602. If such removal is ordered, the Superintendent shall be entitled to no further benefits or compensation with the exception of payment for all accrued but unused vacation, personal leave and bonus days.
- D. The Board may, at its option and by a minimum of sixty (60) days' notice to the Superintendent, unilaterally and without cause terminate this Contract. In the event of such termination, the Board shall pay to the Superintendent, as severance pay, the full salary and benefit package enumerated within this contract, excluding, "Automobile and Mileage Allowances" set forth in

numbered Paragraph 9, "Association Benefits" set forth in numbered Paragraph 10, and "Other Benefits" set forth in numbered Paragraphs 11.B. through 11.D., from the actual date of termination established by the Board until the end of the Contract term. Vacation days shall not accrue from the date of termination. In the event the Board offers to terminate the contract by paying the amount specified herein, the right to a hearing before the Board in accordance with the law and as provided in Paragraph 19.A. above, and the right to appeal the Board's action shall be considered waived by the Superintendent. Unless otherwise agreed to by the parties, the payment provided for herein shall, at the option of the Board, be made in either monthly installments or in a lump sum payment.

E. The Board reserves the right to replace the Superintendent and transfer the Superintendent to any position within the system as permitted by Tenn. Code. Ann. §49-2- 203(a)(14)(A) and as determined by the Superintendent's successor; however, the compensation and insurance benefits included within this agreement shall remain in full force and effect for the duration of the contract term. In all other respects, the terms of this Contract shall be deemed ineffective. In the event the Superintendent declines to accept the transfer, this Contract shall be terminated, and the Superintendent will be entitled to no further benefits or compensation.

20. **DISABILITY:** "Disability" is defined as an inability to perform the essential functions of the job with or without reasonable accommodation as set forth in the Americans with Disability Act. Should the Superintendent become "disabled" as defined herein, and the period of disability extends beyond when all applicable leave benefits have been exhausted, the Board may, at its sole discretion, make the following deductions from the compensation stipulated above. For the first month following exhausted leave time, the Superintendent shall receive his entire monthly compensation; for the second month following exhaustion of such leave, the Superintendent shall receive two-thirds ( $\frac{2}{3}$ ) of his regular compensation; and, for the third month of disability following exhaustion of accumulated leave time, the Superintendent shall receive one-third ( $\frac{1}{3}$ ) of his regular compensation. Should the Superintendent remain disabled following his third month after exhaustion of leave, the Board may, in its sole discretion, terminate all subsequent pay under this Contract for as long as such disability exists. If such disability as defined herein continues for more than six continuous months, the Board, in its sole discretion, may terminate this Contract immediately. In such event, the respective duties, rights, and obligations of each party shall terminate except for the benefits detailed within this section. In the event of a work-related disability, payments made under this provision will be offset by temporary and permanent disability benefits paid under the Tennessee Workers' Compensation Act.
21. **SEVERABILITY:** If any provision or item of this Agreement or the application thereof is held invalid or found to be in violation of state or federal constitutional or statutory law, such invalidity shall not affect other provisions, items, or applications

of this Agreement that can be given effect without the invalid provision, items, or applications, and to this end, the provisions of this Agreement are hereby declared severable.

22. **MODIFICATION, RENEWAL OR EXTENSION OF AGREEMENT:** By specific action of the Board, this Contract may be modified, renewed or extended with the consent of the Superintendent provided such modification, renewal or extension is consistent with all applicable laws and regulations. If an adjustment in salary is made during the term of this Contract, it shall not be deemed by either party that a new contract has been formed or that a termination date for the existing Contract has been extended.
23. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement between the parties and any prior agreement or understanding or representation of any kind preceding the date of this Agreement is not binding upon either party except to the extent of its incorporation into this agreement, except that the parties incorporate herein any, and all rights, remedies and obligations as required by Tennessee law. The Agreement may be modified only in writing signed by both the Board Chair upon authorization of the Board and the Superintendent.
24. **GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.
25. **WAIVER:** The failure of either party to this Agreement to insist upon performance of any terms or conditions of this Agreement shall not be construed as waiving any terms and conditions.
26. **NOTICE:** Any notice provided for concerning this Agreement shall be in writing and shall be sent by Certified Mail to the respective address of each party as set forth below, including notice of a change in address that is not readily known to the parties herein.

**Germantown Board of Education  
3350 South Forest Hill Irene Road  
Germantown, TN 38138**

**Jason Manuel  
9625 Spring Meade Lane  
Germantown, TN 38139**

28. **NEGOTIATED DOCUMENT:** The Board and Superintendent acknowledge that this is a negotiated document. No party to this Contract shall be deemed to be the drafter of it and any construction of its terms shall be without regard to any rules of construction concerning the drafter.

29. **HEADINGS:** The headings contained in this Contract are for convenience only and shall in no manner be construed as a part of the Contract.

*MADE AND EXECUTED BY THE PARTIES ON THIS, THE 6th DAY OF JUNE, 2023.*

**SUPERINTENDENT**

**GERMANTOWN BOARD OF EDUCATION**

By: \_\_\_\_\_  
Jason Manuel

By: \_\_\_\_\_  
Ryan Strain, Chairman

11906780

DRAFT

# Germantown Municipal School District

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Board Members Legal Status</b>	Descriptor Code: <b>1.102</b>	Issued Date: <b>06/**/23</b> <b>08/30/22</b> <b>02/22/22</b>
		Rescinds: <b>1.102</b>	Issued: <b>12/02/13</b>

1 The legal status of Board members shall be as follows:

## 2 **NUMBER**

3 The Board is composed of five (5) members. A quorum of three (3) members is required to conduct  
4 business.

## 5 **QUALIFICATIONS**

6 Members of the Board shall be residents of the City of Germantown, elected at large, and shall be citizens  
7 of recognized integrity, intelligence, and ability to administer the duties of the office. To qualify as a  
8 candidate, an individual must show proof of graduation from high school or receipt of a high school  
9 equivalency credential approved by the Tennessee State Board of Education ~~G.E.D.~~ and otherwise meet  
10 all other requirements of applicable State law at the time one seeks election. No member of the  
11 Germantown Board of Mayor and Aldermen shall be eligible for election as a member of the  
12 Germantown Municipal Board of Education.

## 13 **TERMS OF OFFICE**

14 Members of the board shall serve four (4) year terms.

## 15 **VACANCIES**

16 Vacancies shall be declared to exist on account of death, resignation, removal from the district which  
17 elected the Board member, removal from the school system, if the Board member ceases to be a resident  
18 of the City of Germantown, or through due process proceedings initiated by the Board in the event a  
19 Board member fails to carry out that member's legal duties and obligations, or acts in a manner  
20 inconsistent with existing Board policies.

21 When a vacancy occurs, the unexpired term shall be filled by the Germantown Board of Mayor and  
22 Aldermen. Such appointment shall continue until the next regular election.

---

Legal References

- T.C.A. § 8-47-101
- T.C.A. § 49-1-611
- T.C.A. § 49-2-201
- T.C.A. § 49-2-202

# THIS IS A NEW POLICY

<b>Germantown Municipal School District</b>			
Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Paid Leave After Birth or Stillbirth of Employee's Child or Adoption of New Placed Minor Child</b>	Descriptor Code: <b>5.303</b>	Issued Date: <b>06/**/23</b>
		Rescinds:	Issued:

1 This Policy applies only to teachers, principals, supervisors, or other individuals required by law to hold  
2 a valid license of qualification for employment in a school district who have been employed full-time  
3 with GMSD for at least twelve (12) consecutive months.

4 Effective May 11, 2023, the aforementioned group of employees will be granted absence from work  
5 with pay for a period of time equal to six (6) work weeks after the birth or stillbirth of the employee's  
6 child or the employee's adoption of a newly placed minor child, upon the employee giving thirty (30)  
7 days' notice to the GMSD Benefits Specialist. However, if the employee learns of the birth, stillbirth,  
8 or adoption of the employee's child less than thirty (30) days in advance of the birth, stillbirth, or  
9 adoption, then the employee must give notice of the birth, stillbirth, or adoption to the GMSD Benefits  
10 Specialist as soon as reasonably possible to be eligible to receive pay granted pursuant to this Policy.

11 Any employee granted leave pursuant to this Policy shall not be required to use the employee's sick,  
12 annual, or other leave for the leave taken under this Policy. However, the leave granted pursuant to this  
13 Policy shall count toward the maximum number of days said employee is entitled to receive pursuant to  
14 State law (T.C.A. § 4-21-408) and the federal Family and Medical Leave Act (29 U.S.C. § 2601, *et seq.*).

15 An employee granted leave pursuant to this Policy may receive no more than six (6) work weeks of paid  
16 leave pursuant to this Policy within a twelve (12) month period.

17 The six (6) work weeks of paid leave granted pursuant to this Policy do not need to be consecutively  
18 taken; provided, that the paid leave granted pursuant to this Policy is used within twelve (12) months of  
19 the birth or stillbirth of the employee's child or the employee's adoption of a newly placed minor child.

## Legal References

- T.C.A. § 4-21-408
- T.C.A. § 8-50-813
- 29 U.S.C. § 2601, *et seq.*

# Germantown Municipal School District

Monitoring: <b>Review: Annually</b>	Descriptor Term: <h2 style="text-align: center;">Long-Term Leaves of Absence for Professional Personnel</h2>	Descriptor Code: <b>5.304</b>	Issued Date: <b>06/**/23</b> <b>05/23/22</b>
		Rescinds: <b>5.304</b>	Issued: <b>05/05/14</b>

1 All personnel holding a position that requires a teacher’s license shall be granted leave for military  
 2 service, legislative service, maternity, adoption, recuperation of health, or visitation of a spouse, child or  
 3 parent deployed for military duty out of the country who has been granted rest and recuperation leave.  
 4 Such personnel may be granted leave for educational improvements or other sufficient reasons as  
 5 determined by the Superintendent. If granted, such leave shall not result in the forfeiture of accumulated  
 6 leave, credits, tenure status or other fringe benefits.

7 All leaves shall be requested in writing at least thirty (30) days in advance on forms provided by the  
 8 Superintendent. The 30-day notice may be waived or reduced by the Superintendent upon submission of  
 9 a certified statement by a physician. The application for leave forms shall require:

- 10 1. A description of the type of leave requested;
- 11 2. The requested dates for beginning and ending the leave; and
- 12 3. A statement of intent to return to the position from which leave is granted.

13 Each request for leave must be acted upon by the Superintendent within fifteen (15) days. Each applicant  
 14 shall be notified in writing of the action of the Superintendent and the beginning and ending dates of the  
 15 leave which is granted.

16 All leaves, except military leave, shall be from a specific date to a specific date. However, any leave  
 17 may be extended by the Superintendent upon written request from such employee. Military leave shall  
 18 be granted for whatever period may be required. The procedure and condition for extending a leave are  
 19 the same as those used when originally requesting and granting the leave. Leave to visit a spouse, child,  
 20 or parent deployed for military duty out of the country who has been granted rest and recuperation leave  
 21 shall be granted for no longer than ten (10) days.

22 Leave to hold legislative office shall not be granted for more than any portion of four (4) calendar years  
 23 without the consent of the Board.

24 Positions vacated for less than twelve (12) months by teachers on leave shall be filled with an interim  
 25 teacher while the teacher is on leave. If the teacher returns from leave within 12 months, the interim  
 26 teacher shall relinquish the position. If the leave exceeds twelve (12) months, the teacher shall be placed  
 27 in the same or a comparable position upon return.

28 Part-time leaves may be granted by the Superintendent upon written request for the same conditions as  
 29 for full-time leave.

1 Any teacher on leave shall notify the Superintendent, in writing, at least thirty (30) days prior to the date  
2 of return if the teacher does not intend to return to the position from which he/she is on leave. Failure to  
3 give such notice shall be considered breach of contract.

#### 4 **PAY AND BENEFITS**

5 All leave granted in conformance with this policy shall be without pay except as may be covered by sick  
6 leave in the case of maternity and recuperative leaves or T.C.A. § 8-50-813. Paid leave provided for  
7 maternity or recuperative leave will run concurrently with leave that is ~~protected~~ provided by T.C.A. §  
8 4-21-408 and the federal Family Medical Leave Act (29 U.S.C. § 2601, *et seq.*). Employees shall have  
9 the opportunity to continue participation, at their own expense, in group insurance plans subject to  
10 restrictions of the insuring carrier.

---

#### Legal References

T.C.A. § 4-21-408  
T.C.A. § 8-50-813  
T.C.A. § 49-5-702  
T.C.A. § 49-5-703  
T.C.A. § 49-5-704  
T.C.A. § 49-5-705  
T.C.A. § 49-5-706  
T.C.A. § 49-5-713  
29 U.S.C. § 2601, *et seq.*

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in May</b>	Descriptor Term: <b>Family and Medical/ Military Caregiver Leave</b>	Descriptor Code: <b>5.305</b>	Issued Date: <b>06/**/23</b> <b>06/04/20</b>
		Rescinds: <b>5.305</b>	Issued: <b>01/30/17</b>

## 1 PURPOSE

2 To entitle employees to take reasonable leave for medical reasons, for the birth or adoption of a child,  
3 and for the care of a child, spouse or parent who has a serious health condition.

## 4 ELIGIBILITY

5 Anyone who has been employed for at least twelve (12) months by the school system and has at least  
6 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for service for  
7 purposes of FMLA eligibility) during the previous twelve-month period.

## 8 GENERAL PRINCIPLES OF FMLA LEAVE

9 1. Any eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave for  
10 the following:

- 11 a. the birth or adoption of their child;
- 12 b. for bonding time with their healthy, newborn child beginning on the date of birth;  
13 however, an eligible employee may not, after the birth, use intermittent or reduced  
14 schedule leave to bond with their healthy, newborn child;
- 15 c. for the care of their child, spouse, or parent who has a serious health condition;
- 16 d. for qualifying exigencies arising out of the fact that the employee's spouse, child, or  
17 parent is on active duty, or has been notified of an impending call or order to active duty,  
18 in support of a contingency operation;

19 "Qualifying exigencies" include:

- 20 (1) Issues arising from a covered service member's short notice deployment (*i.e.*,  
21 less days of notice) for a period of seven (7) days from the date of notification;
- 22 (2) Military events and related activities, such as official ceremonies, programs,  
23 or events sponsored by the military or family support or assistance programs  
24 and informational briefings sponsored or promoted by the military, military  
25 service organizations, or the American Red Cross that are related to the active  
26 duty or call to active duty status of a covered service member;

- 1 (3) Making or updating financial and legal arrangements to address a covered  
2 service member's absence;
  - 3 (4) Attending counseling provided by someone other than a health care provider  
4 for oneself, the covered service member, or the child of the covered service  
5 member, the need for which arises from the active duty or call to active duty  
6 status of the covered service member;
  - 7 (5) Taking up to fifteen (15) days of leave to spend time with a covered service  
8 member who is on short-term temporary, rest and recuperation leave during  
9 deployment;
  - 10 (6) Attending to certain post-deployment activities, including attending arrival  
11 ceremonies, reintegration briefings and events, and other official ceremonies  
12 or programs sponsored by the military for a period of ninety (90) days  
13 following the termination of the covered service member's active duty status,  
14 and addressing issues arising from the death of a covered service member;  
15 and
  - 16 (7) Any other event that the employee and employer agree is a qualifying  
17 exigency.
- 18 e. because the employee's own serious health condition makes the employee unable to  
19 perform the functions of his or her job.
- 20 2. An expectant employee is entitled to up to twelve (12) weeks of FMLA leave for incapacity due  
21 to pregnancy, for prenatal care, or for her own serious health condition following the birth of a  
22 child. An expectant mother may take FMLA leave before the birth of a child for prenatal care or  
23 if her condition makes her unable to work. The expectant employee is entitled to leave for  
24 incapacity due to pregnancy even though the employee does not receive treatment from a health  
25 care provider during the absence, and even if the absence does not last for more than three (3)  
26 consecutive calendar days.
- 27 A spouse of the expectant employee is entitled to up to twelve (12) weeks of FMLA leave if  
28 needed to care for a pregnant spouse who is incapacitated or if needed to care for the expectant  
29 employee following the birth of a child if the delivering spouse has a serious health condition.
- 30 3. Medical certification may be required by the Superintendent when determining the FMLA leave  
31 period.
  - 32 4. Requests for leaves and extension of leaves shall conform to all state and federal laws governing  
33 all leaves of absence.

#### 34 **MILITARY CAREGIVER LEAVE**

35 An eligible employee who is a spouse, child, parent, or next of kin of a covered service member or  
36 covered veteran with a serious injury or illness shall be granted up to a total of twenty-six (26)  
37 workweeks of unpaid leave during a "single 12-month period" to care for the covered service member

1 or covered veteran. A covered service member is a current member of the Armed Forces, including a  
2 member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or  
3 therapy, is otherwise in out-patient status, or is otherwise on the temporary disability retired list, for a  
4 serious injury or illness. A covered veteran is an individual who was a member of the Armed Forces at  
5 any time during the period of five (5) years preceding the date of the medical treatment, recuperation, or  
6 therapy that has a serious injury or illness who is currently receiving medical treatment, recuperation, or  
7 therapy.

8 For covered service members, a serious injury or illness is one that was incurred by a service member in  
9 the line of duty on active duty that may render the service member medically unfit to perform the duties  
10 of his or her office, grade, rank, or rating. For covered veterans, a serious injury or illness is defined as:

- 11 i. A continuation of a serious injury or illness that was incurred or aggravated in the line of  
12 duty while on active duty that rendered the veteran unable to perform the duties of the  
13 veteran's office, grade, rank, or rating;
- 14 ii. A physical or mental condition for which the veteran has received a U.S. Department of  
15 Veterans Affairs Service Related Disability Rating (VASRD) of fifty percent (50%) or higher  
16 and such VASRD rating is based, in whole or in part, on the condition precipitating the need  
17 for military caregiver leave;
- 18 iii. A physical or mental condition that substantially impairs the veteran's ability to secure or  
19 follow a substantially gainful occupation by reason of a disability or disabilities related to  
20 military service, or would do so absent treatment; or
- 21 iv. An injury, including a psychological injury, on the basis of which the veteran has been  
22 enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for  
23 Family Caregivers.

24 The "single 12-month period" for leave to care for a covered service member or covered veteran with a  
25 serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve  
26 (12) months later, regardless of the twelve (12) month period established by the employer for other types  
27 of FMLA leave. An eligible employee is limited to a combined total of twenty-six (26) workweeks of  
28 leave to provide care for a covered service member. The maximum of twenty-six (26) workweeks may  
29 include no more than twelve (12) workweeks of leave that is taken for the birth and care of a newborn  
30 child, for placement of a child for adoption or foster care, for care of a parent who has a serious health  
31 condition, or for the employee's own serious health condition.

## 32 **RESTRICTIONS**

- 33 1. For foreseeable leave, the employee shall provide the GMSD Human Resources Department with  
34 at least thirty (30) days written notice before the beginning of the anticipated leave.
- 35 2. The Superintendent may require that a request for leave be supported by certification issued by a  
36 health care provider with the following information:
  - 37 a. the date on which the serious health condition commenced;
  - 38 b. the probable duration of the condition;

- 1 c. the appropriate medical facts within the knowledge of the health care provider regarding  
2 the condition; and  
3 d. a statement that the eligible employee is needed to care for the son, daughter, spouse or  
4 parent and an estimate of the amount of time that such employee is needed.
- 5 3. If there is any reason to doubt the validity of the certification provided, the Superintendent may  
6 require, at the expense of the school system, an opinion of a second health care provider.
- 7 4. Once it has been established that the leave requested qualifies for FMLA, the Superintendent/  
8 designee shall notify the employee within two (2) business days (absent extenuating  
9 circumstances) that:

10 *Any leave taken pursuant to state leave statutes (paid vacation leave, paid leave after birth  
11 or stillbirth of employee's child or adoption of newly placed minor child pursuant to T.C.A.  
12 § 8-50-813, personal leave, sick leave or worker's compensation) shall run concurrently  
13 with FMLA leave.*

14 The notice may be given orally or in writing. If the notice is oral, it shall be confirmed in  
15 writing, no later than the following pay day.

16 5. Intermittent Leave –

- 17 a. Intermittent leave may be taken for a serious health condition of a spouse, parent, son or  
18 daughter, for the employee's own serious health condition or a serious injury or illness of  
19 a covered servicemember which requires treatment by a healthcare provider periodically,  
20 rather than for one (1) continuous period of time, and may include leave of periods from  
21 an hour or more to several weeks.
- 22 b. Intermittent or reduced scheduled leave may be taken for absences where the employee  
23 or family member is incapacitated or unable to perform the essential functions of the  
24 position because of a chronic serious health condition or a serious injury or illness of a  
25 covered servicemember, even if he or she does not receive treatment by a healthcare  
26 provider.
- 27 c. If an eligible instructional employee needs intermittent leave or leave on a reduced leave  
28 schedule to care for a family member with a serious health condition, to care for a covered  
29 servicemember, or for the employee's own serious health condition, which is foreseeable  
30 based on planned medical treatment, and the employee would be on leave for greater than  
31 twenty percent (20%) of the total number of working days over the period during which  
32 the leave would extend, the school may require that such employee elect either to take  
33 the leave for periods of a particular duration, not to exceed the duration of the planned  
34 medical treatment or to transfer temporarily to an available alternative position offered  
35 by the school system for which the employee is qualified, and that has equivalent pay and  
36 benefits and better accommodates recurring periods of leave.

- 37 6. Period Near the End of an Academic Term (Professional Employees) - If leave is taken more  
38 than five (5) weeks prior to the end of the term, the Superintendent may require the employee to  
39 continue taking leave until the end of the term if the leave is at least three (3) weeks of duration

1 and the return of employment would occur during the three (3) week period before the end of the  
2 term.

3 If the leave is taken five (5) weeks prior to the end of the term, the Superintendent may require  
4 the employee to continue taking leave until the end of the term if the leave is greater than two (2)  
5 weeks duration and the return to employment would occur during the two (2) week period before  
6 the end of the term.

7 7. Tennessee Law - Leave for Adoption, Pregnancy, Childbirth and Infant Nursing - Any employee  
8 eligible under Tennessee law who requests leave due to pregnancy, childbirth, nursing an infant,  
9 or adoption shall be granted up to four (4) months unpaid leave. Said leave shall run concurrently  
10 with the employee's FMLA leave.

11 8. Any employee on maternity/paternity leave shall be permitted to use accumulated sick leave and  
12 annual leave for maternity or paternity leave for a period not to exceed the employee's  
13 accumulated sick leave and annual leave balances or twelve (12) weeks, whichever is less.

14 However, to be eligible to use sick leave as maternity or paternity leave, the employee must  
15 submit a written request that includes a statement from the attending physician indicating the  
16 expected date of confinement, no later than the end of the fifth month of pregnancy. Upon  
17 verification by a written statement from an adoption agency or other entity handling an adoption,  
18 an employee may be allowed to use up to thirty (30) days of accumulated sick leave for the  
19 adoption of a child. If both parents are employees, only one (1) parent is entitled to use sick  
20 leave for maternity or paternity leave.

21 9. Spouses who are both eligible employees of the school district are limited to a combined total of  
22 twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken  
23 for the birth of their child or to care for their newborn child after birth, for placement of a child  
24 for adoption or foster care, or to care for a parent who has a serious health condition. However,  
25 spouses who are both eligible employees of the school district may each take twelve (12) weeks  
26 of FMLA leave if needed to care for their newborn child with a serious health condition, provided  
27 they have not exhausted their entitlements during the applicable twelve (12) month FMLA  
28 period.

## 29 **REQUIREMENTS OF THE BOARD**

30 1. The employee shall be restored to the same position of employment or an equivalent position  
31 with no loss of benefits, pay or other terms of employment.

32 2. The employee shall be kept under any group health plan for the duration of the leave.

33 3. The Board may recover the premium paid under the following conditions:

- 34 a. the employee fails to return from leave after the period of leave has expired; or  
35 b. the employee fails to return to work for a reason other than the continuation, recurrence,  
36 or onset of a serious health condition or other circumstances beyond the control of the  
37 employee.

---

Legal References

Family and Medical Leave Act 1993  
T.C.A. § 4-21-408  
T.C.A. § 8-50-813  
T.C.A. § 49-5-702  
T.C.A. § 49-5-710  
29 CFR § 825.120  
29 CFR § 825.127  
29 CFR § 825.202  
29 CFR § 825.207  
29 CFR § 825.306  
29 CFR § 825.601

# Germantown Municipal School District

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Compulsory Attendance Ages</b>	Descriptor Code: <b>6.201</b>	Issued Date: <b>06/**/23</b> <b>08/24/21</b>
		Rescinds: <b>6.201</b>	Issued: <b>07/21/14</b>

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

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

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

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

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

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

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

21 Admission cannot be denied on age alone.

22 The compulsory attendance law shall not apply to the following:

- 23 1. A student who has received a diploma or other certificate of graduation;
- 24 ~~2.~~ 2. A student who is enrolled and making satisfactory progress in a course leading to a **high school**  
25 **equivalency credential approved by the Tennessee State Board of Education;** ~~GED;~~
- 26 3. A student who is six (6) years or younger and whose parent or guardian has filed notice of intent  
27 to conduct home school with the director of schools; or

- 1           4. A student enrolled in a home school who has reached the age of seventeen (17).  
2           The Board may excuse a student who is seventeen (17) or older if his/her continued attendance is  
3           detrimental to good order and discipline and to the instruction of other students and is not of  
4           substantial benefit to the student being excused, if the board first obtains the recommendation in  
5           writing from the Superintendent and the Principal.  
6

---

Legal References

20 USCA 1401~~(3)(B)~~  
T.C.A. § 49-6-201~~(b)(3)~~  
T.C.A. § 49-6-3001~~(e)(1)~~  
~~TCA 49-6-3001(e)(5)~~  
T.C.A. § 49-6-3005  
~~TCA 49-6-3001(b)(1)~~  
~~TCA 49-6-3001(b)(2)(B)~~  
~~TCA 49-6-201(8)(d)~~  
~~TCA 49-6-3001(e)(2)(A)-(D)~~

---

---

~~Cross References~~

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

# Germantown Municipal School District

Monitoring: <b>Review: Annually</b>	Descriptor Term: <h2 style="text-align: center;">Student Suicide Prevention</h2>	Descriptor Code: <b>6.305</b>	Issued Date: <b>06/**/23</b> <b>04/25/23</b>
		Rescinds: <b>6.305</b>	Issued: <b>09/16/19</b>

1 The Germantown Municipal School District Board of Education is committed to protecting the health  
 2 and well-being of all students and understands that physical, behavioral, and emotional health are integral  
 3 components of student achievement. Students are strongly encouraged to report if they, or a friend, are  
 4 feeling suicidal or in need of help.

5 **PREVENTION**

6 All GMSD employees shall attend at least two (2) hours of in-service training annually in suicide  
 7 prevention. This training may be accomplished through self-review of suicide prevention materials  
 8 provided by the GMSD Department of Student Services. The training shall include, but not be limited  
 9 to, identification of risk factors, warning signs, intervention and response procedures, referrals, and post-  
 10 vention.

11 School Counselor(s) or on-site School Social Worker/Counseling Intervention Specialist will act as a  
 12 point of contact in each school for issues relating to suicide prevention and policy implementation. Each  
 13 School Principal shall ensure that the **988 Suicide Crisis Lifeline** ~~National Suicide Prevention Lifeline~~  
 14 ~~information—988—~~ is conspicuously displayed in their respective schools.

15 **INTERVENTION**

16 Any employee who has reason to believe that a student is at imminent risk of suicide shall report such  
 17 belief to the School Principal or designee. Belief that a student is at imminent risk of suicide shall include,  
 18 but not be limited to, the student verbalizing the desire to commit suicide, evidence of self-harm, or a  
 19 student self-referral.

20 Upon notification, the School Principal or designee shall ensure the student is placed under adult  
 21 supervision. A direct referral will be made to the School Counselor or onsite District mental health  
 22 professional (school social worker or counseling intervention specialist). Emergency medical services  
 23 shall be contacted immediately if an in-school suicide attempt occurs. In such event, the School Principal  
 24 or designee shall contact the Superintendent or designee as soon as practicable.

25 Prior to contacting the student’s parent/guardian, the School Principal/ designee or School Counselor  
 26 shall determine if there could be further risk of harm resulting from parent/guardian notification. If  
 27 parent/guardian notification could result in further risk of harm or endanger the health or well-being of  
 28 the student, then local law enforcement and the Department of Children’s Services shall be contacted.

29 If appropriate, the School Principal/designee or School Counselor shall contact the student’s  
 30 parent/guardian and provide the following information:

- 1 1. Inform the parent/guardian that there is reason to believe the student is at imminent risk of
- 2 suicide;
- 3 2. Assure the parent/guardian that the student is currently safe or inform the parent/guardian that
- 4 emergency medical services were contacted;
- 5 3. Ask the parent/guardian whether he/she is aware of the student's mental state;
- 6 4. Ask the parent/guardian whether he/she wishes to obtain or has obtained mental health
- 7 counseling for the student;
- 8 5. Provide the names of community mental health counseling resources if appropriate.

9 The School Principal/designee or School Counselor will seek parental permission to communicate with  
10 outside mental health care providers regarding a student. If the student is under the age of 18 and the  
11 parent/guardian refuses to seek appropriate assistance, the School Principal/designee or School  
12 Counselor shall contact the Department of Children's Services.

13 The School Principal/designee or School Counselor shall document the contact with the parent/guardian  
14 by recording:

- 15 1. The time and date of the contact;
- 16 2. The individual contacted;
- 17 3. The parent/guardian's response; and
- 18 4. Anticipated follow-up.

19 The School Principal/designee or School Counselor shall ensure the student is under adult supervision  
20 until a parent/guardian or other authorized individual accepts responsibility for the student's safety.

21 Prior to a student returning to school, the School Principal/designee or School Counselor or District  
22 mental health professional shall meet with the student's parent/guardian and (student if appropriate) to  
23 develop a re-entry plan.

## 24 **POSTVENTION**

25 Immediately following a student suicide death, the Crisis Team shall meet and implement the Crisis  
26 Management plan. At a minimum, the Crisis Management plan shall address the following:

- 27 1. Verification of death;
- 28 2. Preparation of post-vention response to include support services;
- 29 3. Informing faculty and staff of a student death;
- 30 4. Informing students that a death has occurred;
- 31 5. Providing information on the resources available to students;

32 The Crisis Team shall work with teachers to identify the students most likely to be impacted by the death  
33 in order to provide additional assistance and counseling if needed. Additionally, staff and faculty will  
34 immediately review suicide warning signs and reporting requirements. The Superintendent or designee  
35 shall be responsible for all media inquiries.

---

Legal References

T.C.A. § 37-1-403

T.C.A. § 49-6-1901, *et seq.*

T.C.A. § 49-6-3004

# Germantown Municipal School District

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Discipline Policy</b>	Descriptor Code: <b>6.313</b>	Revised Date: <b>06/**/23</b> <b>06/07/22</b> <b>12/14/21</b>
		Rescinds: <b>6.313</b>	Issued: <b>10/26/21</b>

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

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

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

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

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

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

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

- 30 1. Aggravated assault resulting in serious bodily injury upon any teacher, principal,  
31 administrator, any other employee of an LEA or SRO;

- 1                                    2. Unlawful possession, sale, or evidence of use of any drug, including controlled  
2                                    substance~~s~~, as defined by T.C.A. § 39-17-402 - § 39-17-415, controlled  
3                                    substance analogue~~s~~, as defined by T.C.A. § 39-17-454, or legend drug~~s~~, as  
4                                    defined by T.C.A. § 53-10-101, on school property, or property under the  
5                                    school's jurisdiction during school hours, or at a school-sponsored activity.
- 6                                    3. Unauthorized possession of a firearm on school property, or property under the  
7                                    school's jurisdiction during school hours, or at a school-sponsored event.
- 8                                    4. Threatens mass violence on school property or at a school-related activity.

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

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

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

#### 16 **MISBEHAVIORS: *Category B***

#### 17 ***Examples of Behaviors (not an exclusive listing):***

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

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

5 **Disciplinary Options: Students found to have committed a Category B offense shall be subject to**  
6 **the following disciplinary options. Notification will be made to law enforcement authorities.**

- 7                   ○ Restitution
- 8                   ○ Referral to school counselor/district social worker or transition specialist
- 9
- 10                  ○ Restorative practices
- 11
- 12                  ○ Development of behavior plan/determination of additional supports
- 13
- 14                  ○ Referral to outside agency
- 15                  ○ In-School Suspension
- 16                  ○ Out of School Suspension (1-10 days)
- 17                  ○ Expulsion (11-180 days)

18 **MISBEHAVIORS: *Category C***

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

- 20                   1. Threatening bodily harm to any student or school personnel, including  
21                   transmitting by an electronic device any communication containing a credible  
22                   threat to cause bodily injury or death to a school employee or student and the  
23                   transmission of such threat creates actual disruptive activity at the school that  
24                   requires administrative intervention;
- 25                   2. Making a threat, including a false report, to use a bomb, dynamite, any other  
26                   explosive or destructive device, including chemical weapons, on school property  
27                   or at a school-sponsored event;
- 28                   3. Smoking and or the possession of tobacco products by students while in or on  
29                   school properties or under the school's jurisdiction during school hours or while  
30                   participating in a school-sponsored event. This also includes electronic cigarettes  
31                   and/or vapors;
- 32                   4. Any gang related activity or action not specified in Category B;

- 1 5. Malicious destruction of or damage to school property, including the property of  
2 any person attending or assigned to the school;
- 3 6. Stealing or misappropriation of school property or personal property (regardless  
4 of the intent to return);
- 5 7. Immoral disreputable conduct;
- 6 8. Insubordination with any teacher, administrator, school resource officer, or any  
7 other employee of the LEA;
- 8 9. Making a false report of harassment, intimidation, bullying, cyberbullying or  
9 hazing;
- 10 10. Providing false evidence in a harassment, intimidation, bullying, cyberbullying  
11 or hazing investigation;

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

- 15 ○ Restitution
- 16 ○ Referral to school counselor/district social worker or transition specialist
- 17
- 18 ○ Restorative practices
- 19
- 20 ○ Development of behavior plan/determination of additional supports
- 21
- 22 ○ Referral to outside agency
- 23 ○ In-School Suspension
- 24 ○ Out of School Suspension (1-10 days)
- 25 ○ Expulsion (11-180 days)

26 **MISBEHAVIORS: *Category D***

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

- 28 1. Open or continued defiant attitude or willful disobedience toward a member of  
29 school staff;
- 30 2. Vulgar, profane, immoral disreputable, or rude remarks or non-verbal action(s)  
31 to a staff member or fellow student;
- 32 3. Physical or verbal intimidation or threats to other students, including hazing;

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

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

- 26 ○ Parent-Principal Conference
- 27 ○ Overnight Suspension
- 28 ○ Referral to guidance, prevention liaison, and/or social worker
- 29 ○ Restorative Practices
- 30 ○ Development of a behavior plan/determination of additional supports
- 31 ○ In-School Suspension
- 32 ○ Out-of-School Suspension (1-10 days)

- 1                   ○ Expulsion (11-180 days)

2   **MISBEHAVIORS: Category E**

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

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

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

- 19                  ○ Parent-Principal Communication
- 20                  ○ Verbal reprimand
- 21                  ○ Special Assignment
- 22                  ○ Restricting activities
- 23                  ○ Assigning work details
- 24                  ○ Counseling
- 25                  ○ Withdrawal of privileges
- 26                  ○ Strict supervised study

- 1           ○ Restorative Practices
- 2           ○ Detention
- 3           ○ In-school suspension

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

#### 6 **ADDITIONAL GUIDELINES:**

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

#### 20 **MANDATORY TRAINING**

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

#### 24 **AUTHORITY TO ENFORCE THE GMSD DISCIPLINE POLICY**

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

#### 29 **RELOCATION OF STUDENTS**

30 A. All GMSD teachers, administrators, school support staff, and school resource officers that are  
31 directly responsible for a student's education who interact with students on a professional basis, that

1 have received training in evidence-based behavior support in regard to student behavior and discipline  
2 may:

- 3 a) relocate a student from the student's present location to another location if the student's safety  
4 or the safety of others is in jeopardy; reasonable or justifiable force may only be used if the  
5 student's safety or the safety of others is in jeopardy and cannot be avoided by using other  
6 means to relocate the student.  
7
- 8 b) intervene in physical altercations between two (2) or more students, or between a student and  
9 a GMSD employee using reasonable or justifiable force, only if necessary, to end the  
10 altercation by relocating the student to another location.

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

- 14 B. a) Any GMSD teacher, administrator, school support staff, or school resource officer that  
15 relocates a student pursuant to the terms of this policy, shall file a brief report with the  
16 Principal detailing the situation that required the relocation of the student.
- 17 b) The report must be kept either in a student discipline file, in which case the report does not  
18 become a part of the student's permanent record, or it must be filed in the student's permanent  
19 record if the student's behavior violated the applicable zero tolerance policy.  
20
- 21 c) After the teacher administrator, school support staff, or school resource officer files the  
22 report, the student is subject to additional disciplinary action that may include suspension or  
23 expulsion for their school.  
24
- 25 d) The Principal/designee shall notify the teacher, administrator, school support staff, or school  
26 resource officer of the actions taken to address the behavior of the relocated student.

## 27 **REFERRALS**

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

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

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

## 35 **REMOVAL**

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

- 1  
2 a) Taken action to address the student's disruptive behavior;  
3  
4 b) Provided consequences for the student's disruptive behavior;  
5  
6 c) Conducted an oral conference either by a documented telephone conversation or an in-  
7 person discussion with the student's parent or guardian regarding the student's disruptive  
8 behavior;  
9  
10 d) Provided an opportunity for school counseling or other support services deemed  
11 appropriate to address the student's disruptive behavior;  
12  
13 e) Developed and implemented a plan to improve the student's behavior in a conference  
14 with the student; and  
15  
16 f) Issued a disciplinary referral to address the student's disruptive behavior.  
17
- 18 II. a) After the request for removal has been received by the Principal/designee, the  
19 Principal/designee must give the student oral or written notice of the grounds for the  
20 teacher's request to remove the student from the teacher's classroom.  
21  
22 b) If the student denies engaging in the conduct, then the Principal/designee must explain  
23 what caused the teacher to submit a request to the Principal/designee to remove the  
24 student from the teacher's classroom and give the student an opportunity to explain the  
25 situation.  
26  
27 c) If the student's account is deemed to be valid, albeit different from the teacher's account,  
28 and changes the Principal'/designee's perspective of the incident, then the  
29 Principal/designee must render a decision regarding the student's placement.
- 30 In regard to a teacher request to remove a student from the teacher's classroom Principals/designees shall  
31 take action consistent with this GMSD Discipline Policy, which may include:
- 32 a) Assigning the student to another appropriate classroom for a specified period of time, or  
33 for the remainder of the student's assignment to the class from which the student was  
34 removed;  
35  
36 b) Assigning the student to in-school suspension;  
37  
38 c) Assigning the student to alternative school;  
39  
40 d) Suspending the student;  
41  
42 e) Requiring the parents or guardians of a student who is removed from a teacher's  
43 classroom and assigned to another classroom to participate in conferences before the  
44 student is permitted to return to the classroom from which the student was removed; or  
45

- 1 f) Denying the teacher's request to remove a student from the teacher's classroom and  
2 offering appropriate supports for the teacher to address the student's disruptive behavior.

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

## 7 **TEACHER APPEALS**

- 8 a) A teacher may file an appeal when the teacher's request to remove a student from the teacher's  
9 classroom is denied.

- 10 b) The appeal shall be in writing and addressed to the GMSD Assistant Superintendent of Student  
11 Services.

- 12 c) The appeal must be received by the GMSD Assistant Superintendent of Student Services within  
13 three (3) business days after the teacher receives the denial of the request to remove a student  
14 from the teacher's classroom.

- 15 d) The GMSD Assistant Superintendent of Student Services shall notify the teacher and  
16 Principal/designee, in writing about whether the denial of the request to remove the student from  
17 the teacher's classroom has been sustained or overruled.

- 18 e) The decision of the GMSD Assistant Superintendent of Student Services shall be final.

## 19 **NO RETALIATION**

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

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

## 26 **ANNUAL REPORTS**

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

## 33 **ANNUAL REVIEW**

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

---

Legal References

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

## **Rationale for Revision of GMSD Policies 6.6.23 Board Work Session and Business Meeting**

*Revisions are recommended for the following.*

***First Reading – 6.6.23***

***Second Reading – 7.27.23 (Tentative – TBD)***

**Revision Policy 1.102 - Board Members Legal Status** – The recommended change is due to a change in State law.

**Revision Policy 1.404 - Appearances Before the Board** – The recommended changes are due to a change in State law.

**Revision Policy 6.201 – Compulsory Attendance Ages** – The recommended changes are due to a change in State law.

**Revision Policy 6.202 – Home Schools** – The recommended changes are due to a change in State law.

**Revision Policy 6.305 – Student Suicide Prevention** –The recommended change is due to a change in State law.

**Revision Policy 6.313 – Discipline Policy**-The recommended change is due to a change in State law.

**Revision Policy 6.319** – Alternative School Program-The recommended change is due to a change in State law.

**Revision Policy 5.310** - Vacations, Personal Professional Days, Holidays – The recommended changes are due to a change in State law.

**Revision Policy 5.302** - Sick Leave– The recommended changes are due to a change in State law.

**Revision Policy 5.303** - PAID LEAVE AFTER BIRTH OR STILLBIRTH OF EMPLOYEES CHILD OR ADOPTION OF NEWLY PLACED MINOR CHILD – The recommended changes are due to a change in State law.

**Revision Policy 5.304** - Long-Term Leaves of Absence for Professional Personnel – The recommended changes are due to a change in State law.

**Revision Policy 5.305** - Family and Medical Military Caregiver Leave – The recommended changes are due to a change in State law.

# Germantown Municipal School District

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Vacations, Personal/Professional Days, Holidays</b>	Descriptor Code: <b>5.310</b>	Issued Date: <b>06/**/23</b> <b>08/30/22</b> <b>06/07/22</b>
		Rescinds: <b>5.310</b>	Issued: <b>06/11/15</b>

1 **A. Personal/Professional Days**

- 2 1. Full-time ten (10) month classified employees will receive two (2) days per year to be used  
3 for personal/professional leave in addition to earned sick leave. After ten (10) years of  
4 continuous service, classified employees will earn an additional personal/professional day.  
5 Any personal/professional days unused by June 30 will be converted to sick days.
- 6 2. Full-time certified employees will receive three (3) days per year in addition to earned sick  
7 leave to be used for personal/professional business. Any personal/professional days unused  
8 by June 30 will be converted to sick leave days.
- 9 3. Personal/professional days may be advanced. Upon termination of the employment of an  
10 employee, before the personal/professional leave days are earned or at the end of the school  
11 year, there shall be deducted from the final paycheck of the employee an amount based on  
12 the employee's daily rate of pay sufficient to cover the excess personal/professional leave  
13 days used by the employee; if the final paycheck is insufficient for this purpose, the employee  
14 shall be liable for reimbursement to GMSD for any amount in excess of the employee's final  
15 paycheck.
- 16 4. Personal/professional day requests must be submitted to the school Principal, if the employee  
17 is a school-based employee, or to the Superintendent/designee, if the employee is a Central  
18 Office-based employee.
- 19 5. Personal/professional leave is intended to be used for personal/professional reasons. Subject  
20 to the following conditions, it can be taken at the discretion of an employee, who shall not be  
21 required to give reasons for the use of any personal/professional leave. The approval of the  
22 Superintendent/designee shall be required under the following conditions:
- 23 a. If more than ten percent (10%) of the teachers in any given school request its use on the  
24 same day; provided, that on making this calculation, any major fraction shall be  
25 considered as one (1); and in schools of five (5) teachers or less, one (1) teacher may take  
26 personal/professional leave at the teacher's discretion;
- 27 b. If personal/professional leave is requested during any prior established student  
28 examination period;

- 1 c. If personal/professional leave is requested on the day immediately preceding or following
- 2 a holiday or vacation period;
- 3 d. If personal/professional leave is requested for days scheduled for professional
- 4 development or in-service training, according to a school calendar adopted by the GMSD
- 5 Board of Education prior to the commencement of the school year; or
- 6 e. If personal/professional leave is requested for days scheduled for parent-teacher
- 7 conferences, according to the school calendar adopted by the GMSD Board of Education
- 8 prior to the commencement of the school year.
- 9 6. Except in an emergency, the employee shall give at least one (1) days' notice of intent to take
- 10 personal/professional leave.

11 **B. Vacation Days**

12  
13 I. Twelve (12) Month Employees

- 14 1. Temporary and part-time employees are not eligible for vacation.
- 15 2. Eligible full-time new employees will begin accruing vacation upon the first (1)
- 16 month of employment.
- 17 3. Any full-time twelve (12) month employee who is employed by the Municipal
- 18 School district will be granted vacation based on the following schedule:

<b>Length of Service Vacation Accrued</b>	<b>Days earned on Semi-Monthly Basis</b>
Less than One (1) year, but no more than five (5) years ..... <i>(Maximum of 10 days per year)</i>	0.42
Five (5) years, but less than ten (10) years ..... <i>(Maximum of 12 days per year)</i>	0.50
Ten (10) years, but less than fifteen (15) years ..... <i>(Maximum of 15 days per year)</i>	0.63
Fifteen years or more ..... <i>(Maximum of 20 days per year)</i>	0.84

- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29 4. The accrual rates are based on the length of service and become effective on the
- 30 anniversary of the employee's date of hire, provided he/she has been in continuous
- 31 service.
- 32 5. Vacation shall be accrued semi-monthly; however, those days shall be advanced
- 33 twice per school year. Upon termination of the employment of an employee before
- 34 the vacation days are earned or at the end of the school year, there shall be deducted
- 35 from the final paycheck of the employee an amount based on the employee's daily
- 36 rate of pay sufficient to cover the excess vacation leave days used by the employee;

1 if the final paycheck is insufficient for this purpose, the employee shall be liable for  
2 reimbursement to GMSD for any amount in excess of the employee's final  
3 paycheck.

4 6. Employees shall only accrue a maximum of twenty-five (25) days of vacation  
5 leave. Any vacation days accrued in excess of twenty-five (25) as of June 30 each  
6 fiscal year shall be transferred to the employee's sick leave account.

7 7. An employee who leaves the employment of GMSD shall be paid for up to  
8 twenty-five (25) vacation days. Any vacation days in excess of 25 that are  
9 accrued as of the employee's last day of employment shall be transferred to the  
10 employee's sick leave account. Any days advanced are not considered earned and  
11 shall not be paid out. Any advanced days used before being accrued shall be  
12 deducted on the employee's final paycheck. Payment or collection for accrued or  
13 advanced vacation shall be at the employee's current rate of pay.

14 8. Vacation leave is accrued while an employee is in paid status but does not accrue  
15 while an employee is in an unpaid status.

16 9. The six (6) work weeks of paid leave after birth or stillbirth of employee's child or  
17 adoption of newly placed minor child pursuant to T.C.A. § 8-50-813 shall not be  
18 counted against the employee's vacation leave accrual.

19 II. Full-time Classified Employees Working Less Than 12 Months

20 Ten (10) vacation days are built into the employee's work calendar, so as to reduce  
21 number of unpaid days throughout the school year. These days are not paid out if the  
22 employee resigns.  
23

24 III. Full-time certified employees working less than twelve (12) months

25 Employees shall earn 1 vacation day for every 20 days worked and those days are  
26 distributed throughout the employee's work calendar. These days are not paid out if the  
27 employee resigns.

28 C. Holidays

29 I. Twelve (12) Month Employees

30 1. Holidays are not paid to employees who are in an unpaid status.

31 2. GMSD holidays that fall within an employee's vacation leave shall not be counted  
32 as vacation days. Full-time, twelve-month employees will be paid for thirteen (13)  
33 paid holidays that will be determined annually and reflected on the payroll calendar  
34 and paid during the corresponding payroll period.

- 1                    3. To the extent possible, employees shall receive prior approval from the employee’s
- 2                    immediate supervisor before taking vacation. Employees should schedule their
- 3                    vacations such a way that the operational procedures are not interrupted.

4                    II. Full-time Classified Employees Working Less Than Twelve (12) Months

- 5                    1. Schedule – Ten (10) paid holidays will be determined annually and reflected on the
- 6                    payroll calendar and paid during the corresponding payroll period.
  
- 7                    2. The employee must be in paid status the day before and after a paid holiday in order
- 8                    to be paid for the holiday.

---

Legal References

- T.C.A. § 8-50-813
- T.C.A. § 49-5-711

# Germantown Municipal School District

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Home Schools</b>	Descriptor Code: <b>6.202</b>	Issued Date: <b>06/**/23</b> <b>08/24/21</b>
		Rescinds: <b>6.202</b>	Issued: <b>07/07/14</b>

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

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

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

- 1 If one or more of these requirements are not met, the Board authorizes the Superintendent to take formal  
2 action to bring the child into compliance with the compulsory attendance law (until the child has reached  
3 age 17), either in the home school or in a public, private or church-related school.
- 4 It shall be the policy of this Board that all students that wish to attend a school in the Germantown  
5 Municipal District, and are coming from a Home School or non-accredited public/private school, will  
6 complete a placement test. The Superintendent's designee will give the test and the student will be placed  
7 in the appropriate grade, depending on the results of the test.
- 8 The Superintendent, through the attendance supervisor, shall have the attendance records of the home  
9 school inspected at least two (2) times each school year in order to provide assistance in implementing  
10 the Compulsory Attendance Law.
- 11 If a home school student falls more than one (1) year behind his appropriate grade level in his/her  
12 comprehensive test score for two (2) consecutive tests, and if a certified teacher who would have taught  
13 the child at his/her grade level determines through appropriate means that the student is not learning  
14 disabled, the Superintendent shall require the parents to enroll the child in a public, private or church-  
15 related school.

---

Legal References

T.C.A. § 49-6-3004(a)  
T.C.A. § 49-6-3050(b)  
T.C.A. § 49-6-5001  
T.C.A. § 49-50-801(a)  
~~Public Acts of 2021, Chapter No. 493~~

---

---

~~Cross References~~

~~Compulsory Attendance Ages 6-201~~

# Germantown Municipal School District

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Alternative School Program</b>	Descriptor Code: <b>6.319</b>	Issued Date: <b>06/**/23</b> <b>08/24/21</b>
		Rescinds: <b>6.319</b>	Issued: <b>11/20/17</b>

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

5 Attendance in the alternative school shall be mandatory for students that have been suspended for more  
6 than ten (10) days or expelled from school, unless the student has been expelled for a zero-tolerance  
7 offense<sup>4</sup> as defined by GMSD Policy. A Superintendent/designee is not required to assign a student in  
8 grades seven through twelve (7-12) who has been suspended for more than ten (10) days or expelled to  
9 the alternative school, or alternative program, if the offense for which the student was suspended or  
10 expelled was due to an act of violence, threatened violence, or an offense that ~~or~~ threatened the safety of  
11 persons attending or assigned to the student's school if: (a) the alternative school or alternative program  
12 is located on the same grounds as the regular school from which the student was suspended or expelled;  
13 or (b) the Superintendent/designee determines that assigning the student to the alternative school or  
14 alternative program may endanger the safety of the students or staff of the alternative school or  
15 alternative program. For all students that have been expelled for a zero-tolerance offense, the  
16 Superintendent shall determine whether to assign the student to the alternative school or alternative  
17 program on a case-by-case basis. Students attending alternative school shall provide their own  
18 transportation.

## 19 Requirements

- 20 (a) The instruction shall be as nearly as practicable in accordance with the instructional program in  
21 the student's regular school.
- 22 (b) All course work and credits earned shall be transferred and recorded in the student's regular  
23 school.
- 24 (c) Students attending the alternative school are subject to all rules of their regular school. Violations  
25 of rules may cause students to be removed from the alternative program but shall not constitute  
26 grounds for extending the length of original suspension or expulsion.
- 27 (d) All laws, rules and regulations shall be followed with children eligible for special education. If  
28 a student has an active Individualized Education Program (IEP), a 504 plan, or is suspected of  
29 having a disability, all state and federal laws and rules relating to special education shall be  
30 followed.

- 1 Prior to the assignment of a student with a disability to the alternative school, the IEP team shall  
 2 review the student's IEP to ensure the alternative education program is able to provide the  
 3 services the student needs and is the least restrictive environment. If a change of placement is  
 4 made, due process procedures are mandated.
- 5 Prior to the assignment of a student to the alternative school, the student's parents or guardians  
 6 must be provided written notice of the alternative school referral and the reason for placement in  
 7 the alternative school.
- 8 (e) Reasons for placement in the alternative school must be documented.
- 9 (f) Alternative school teachers must have a valid Tennessee teacher license.
- 10 (g) Support services such as counseling and psychological services must be accessible for students  
 11 attending the alternative school.
- 12 (h) All alternative school classrooms shall have working two-way communication systems that make  
 13 it possible for teachers and other employees to notify a Principal, Supervisor or other  
 14 administrator that there is an emergency.
- 15 (i) Alternative school teachers and other employees shall be notified of GMSD's emergency  
 16 procedures prior to the beginning of classes for each school year.
- 17 (j) Students enrolled in the alternative school shall participate in all required state assessments at  
 18 sites determined by the GMSD Director of Academics.

19 The Supervisor of the alternative school, in conjunction with the high school or middle school Principal  
 20 or their respective designees, shall develop and implement formal transition plans for the integration of  
 21 students from high school or middle school to the alternative school and from the alternative school to  
 22 the high school or middle school. The plans shall be targeted to improve communication between the  
 23 high school or middle school and the alternative school staff, provide professional development and  
 24 opportunities shared by the high school or middle school staff and the alternative school staff, align  
 25 curricula between the high school or middle school and the alternative school, provide for educational  
 26 and behavioral supports, develop graduate and post-secondary goals, develop quality intake procedures  
 27 for students returning to the regular high school or middle school program and provide student follow-  
 28 up upon return to the regular high school or middle school program.

---

#### Legal References

T.C.A. § 49-6-3402  
 State Board of Education Rule 0520-01-02-.09  
 TRR/MS 0520-01-02-.09  
 TRR/MS 0520-01-02-.09(9)(a)  
 TCA 49-6-3402(e)(1)(A)  
 TRR/MS 0520-01-02-.09(6)(a); TCA 49-6-  
 3402(e)(1)(B)  
 Public Acts of 2021, Chapter No. 229  
 TRR/MS 0520-01-02-.09(9)(i)

---



---

#### Cross-References

Special Education 4.202  
 Virtual Education Program 4.212  
 Suspension 6.316  
 Student Disciplinary Hearing Authority 6.317  
 Special Education Students 6.500

~~TRR/MS 0520-01-02-.09(9)(h)~~  
~~TCA 49-6-3402(e)(2)(A)~~  
~~TRR/MS 0520-01-02-.09(9)(g)(2)~~  
~~TRR/MS 0520-01-02-.09(9)(m)~~

# Germantown Municipal School District

Monitoring:  <b>Review: Annually</b>	Descriptor Term:  <h2 style="margin: 0;">Sick Leave</h2>	Descriptor Code: <b>5.302</b>	Issued Date: <b>06/**/23</b> <b>06/07/22</b> <b>12/15/20</b> <b>03/19/18</b>
		Rescinds: <b>5.302</b>	Issued: <b>03/29/16</b>

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

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

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

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

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

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

21 **The six (6) work weeks of paid leave after birth or stillbirth of employee’s child or adoption of a newly**  
 22 **placed minor child pursuant to T.C.A. § 8-50-813 shall not be counted against any eligible employee’s**  
 23 **sick leave accrual.**

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

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

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

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

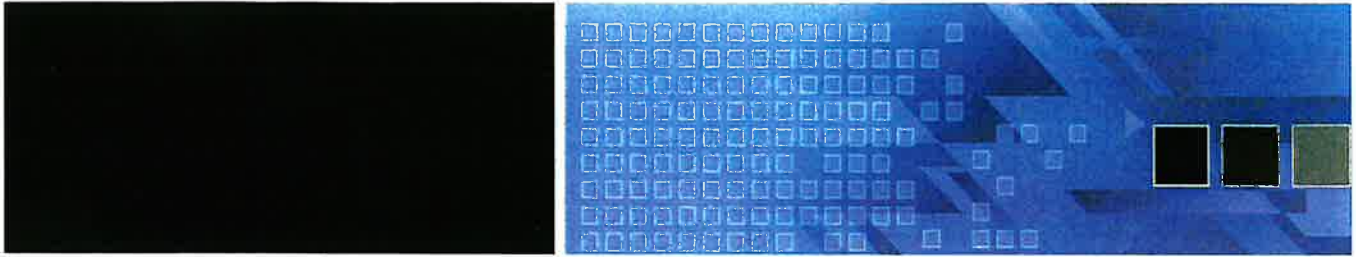
---

Legal References

T.C.A. § 8-50-813

T.C.A. § 49-5-710

State Board of Education Rule 0520-01-02-.04



**2023 - 2024**

**Proposal for Business Insurance Consulting and  
Brokerage Services**

*Germantown Board of Education  
Germantown Municipal School District*



**GERMANTOWN**  
MUNICIPAL SCHOOL DISTRICT  
*Excellence. Always.*

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



**Germantown Board of Education  
Germantown Municipal School District  
Executive Summary  
2023/2024 Renewal**

**Public Entity Partners**

Public Entity Partners was organized in 1979 as a not-for-profit tax-exempt corporation under the Tennessee Governmental Tort Liability Act. Public Entity Partners ended 2020 with 497 members comprised of municipalities and municipal school districts all domiciled in the State of Tennessee. Public Entity Partners ended 2022 with \$67,500,000 in net written premiums. Public Entity Partners made a strategic decision to not pay any dividends for the 2023 fiscal year due to uncertainty around anticipated property claims due to Midwest storms and the frequency and severity of employment related claims. Since 1996, Public Entity Partners has paid over \$135 million and will review the 2024 fiscal year to see if result dictate resuming the dividends.

**Property Coverage**

Total Insured Values for the GMSD Property Renewal increased \$61,145,969 over 2022/2023 reflecting \$221,597,978 in total insured values. The Houston softball complex was added with values of \$4,173,160, and the Houston Middle addition was added with values of \$17,941,000. The balance of the \$39,031,809 increase to the property schedule was due to a reappraisal of the entire property schedule by Huber & Lamb that had not been done since 2019. The entire schedule is reflective of the increased construction cost that have occurred post COVID and adjusted for the trailing twelve-month inflation in construction.

**Workers Compensation**

The total payroll for the Worker's Compensation renewal increased 14% over the 2022/2023 policy year estimates. The rates decreased over the 2022/2023 policy period and the individual experience rate used on the renewal remains largely unchanged.

**Liability Insurance**

The General Liability Insurance is rated on number of students and the student count for 2022/2023 and 2021/2022 was very similar and the renewal premium was in line with the expiring premium. We use a look back projection on the renewal since the actual number of students is not finalized until school starts. We added liability coverage for four drones utilized by GMSD. The Errors & Omissions premium was flat even though there was an increase to the GMSD budget.

**Student Accident Policy**

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

# Germantown Board of Education

## 2023/2024 Premium Summary

Line of Coverage	2022/2023	2023/2024	\$\$\$ Change
<b>Property</b>	<b>\$ 281,109</b>	<b>\$ 317,501</b>	<b>\$ 36,392</b>
Equipment	Included	Included	Included
Computers	Included	Included	Included
Breakdown	Included	Included	Included
Automatic Coverages	Included	Included	Included
Earthquake	Included	Included	Included
**Houston Softball Complex (\$2,407)			
**Houston Middle Addition (\$14,672)			
<b>Workers Compensation</b>	<b>\$ 64,719</b>	<b>\$ 76,851</b>	<b>\$ 12,132</b>
<b>Liability Total</b>	<b>\$ 64,316</b>	<b>\$ 66,246</b>	<b>\$ 1,930</b>
General Liability	\$ 4,547	\$ 6,689	\$ 2,142
Errors & Omissions	\$ 57,577	\$ 57,797	\$ 220
Automobile	\$ 2,192	\$ 1,760	\$ (432)
<b>Student Accident</b>	<b>\$ 23,797</b>	<b>\$ 23,290</b>	<b>\$ (507)</b>
<b>Total Premium</b>	<b>\$ 433,941</b>	<b>\$ 483,888</b>	<b>\$ 49,947</b>
<b>Member Dividends</b>	<b>2022/2023</b>	<b>2022/2023</b>	
Property	\$ 925	\$ -	\$ (925)
Liability	\$ 2,039	\$ -	\$ (2,039)
Workers Comp	\$ 5,549	\$ -	\$ (5,549)
<b>Total</b>	<b>\$ 8,513</b>	<b>\$ -</b>	<b>\$ (8,513)</b>

**Germantown Municipal  
School District  
Property Summary**

<b>Coverage</b>	
<b>Total Premium</b>	\$317,501
<b>Total Insured Values</b>	\$221,597,978
<b>Blanket Building &amp; Personal Property</b>	\$214,241,603
<b>Equipment Breakdown Limit</b>	\$215,157,978
<b>Computer Equipment</b>	\$6,440,000
<b>Mobile Equipment</b>	\$916,375
<b>Crime</b>	\$150,000
<b>Deductible</b>	\$25,000 \$250 EDP, Mobile Equipment \$1,000 Crime
<b>Cause of Loss</b>	Special
<b>Adjustment</b>	Replacement Cost
<b>Flood Coverage</b>	\$1,000,000 Per Occurrence and Annual Aggregate
<b>Earthquake</b>	\$15,000,000 Underground Excluded 1% Deductible subject to \$25,000 per location Per Occurrence and Annual Aggregate
<b>Newly Acquired Property</b>	\$1,500,000
<b>Business Income</b>	\$1,500,000
<b>Extra Expense</b>	\$1,500,000
<b>Rental Income</b>	\$500,000
<b>Valuable Papers</b>	\$250,000
<b>Accounts Receivable</b>	\$250,000
<b>Consequential Loss</b>	\$500,000
<b>Builder's Risk</b>	\$500,000
<b>EDP Media &amp; Software</b>	\$100,000
<b>Personal Effects</b>	\$50,000
<b>Pollutant Clean Up</b>	\$50,000
<b>Fine Arts</b>	\$100,000
<b>Debris Removal</b>	\$500,000
<b>Transit Coverage</b>	\$250,000
<b>Protection &amp; Preservation of Property</b>	\$50,000
<b>Vandalism of Natural Grass Fields</b>	\$100,000
<b>Leasehold Interest</b>	\$500,000
<b>Terrorism</b>	\$500,000 Per Occurrence and Annual Aggregate

# Germantown Municipal School District Liability Coverages

## Limits of Coverage

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

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

### Coverage C - Errors or Omissions Liability

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

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

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

### Coverage E - Automobile Physical Damage

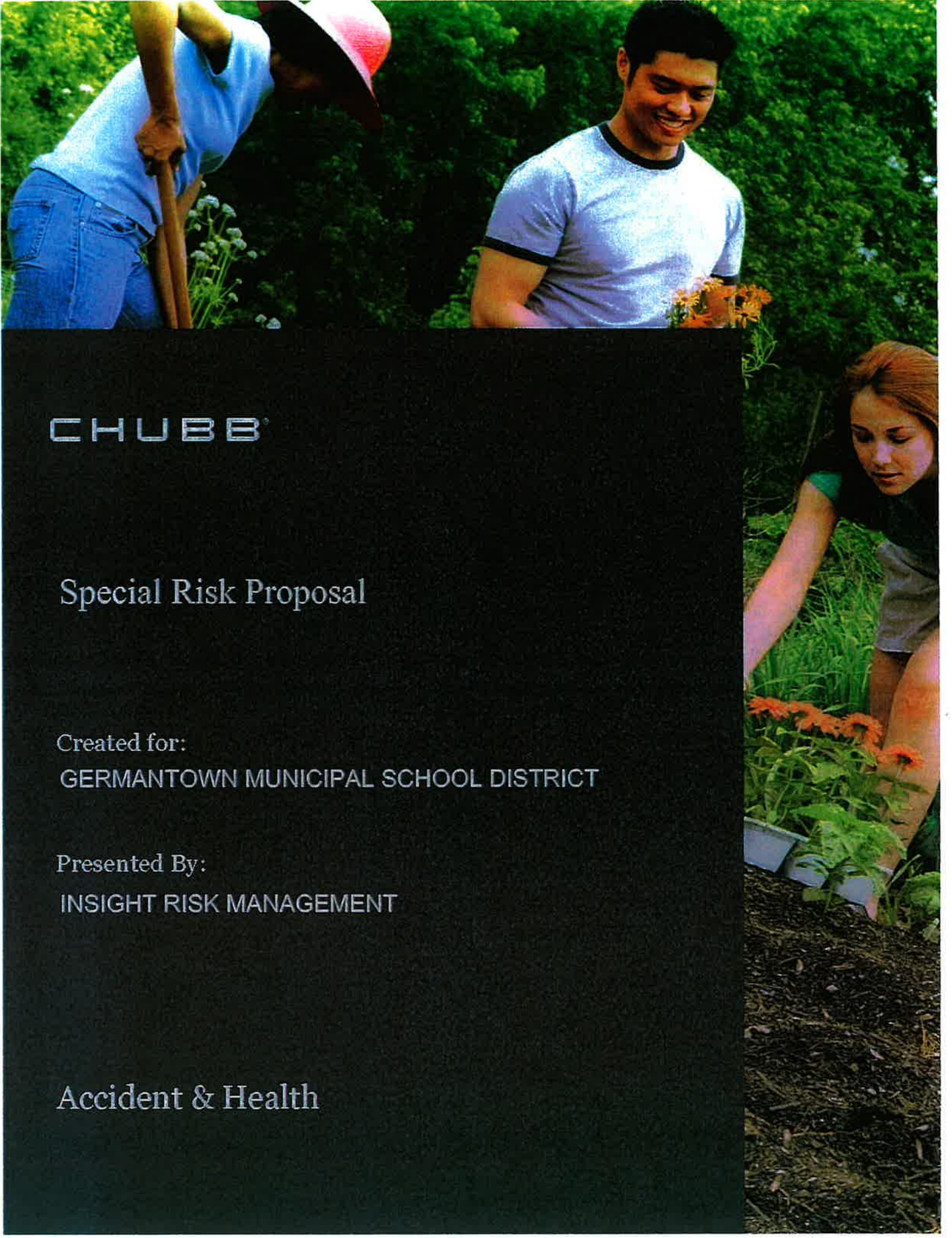
#### Physical Damage Deductibles

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

**Germantown Board of Education 2023/2024 Policy  
Germantown Municipal School District**

<b>Coverage</b>	<b>Limit</b>
Workers Compensation	Statutory
Employers Liability	\$ 1,000,000
	\$ 1,000,000
	\$ 1,000,000

	<b>Payroll</b>	<b>Payroll</b>	<b>%</b>
<b>Classification</b>	<b>2022/2023</b>	<b>2023/2024</b>	<b>Difference</b>
Schools Professional	\$ 37,009,617	\$ 43,652,354	0.15
Schools All Other	\$ 625,116	\$ 1,028,726	0.39
GMSD Board Member	Included	Included	
<b>Total Payroll</b>	<b>\$ 38,634,733</b>	<b>\$ 44,681,080</b>	<b>0.14</b>
	<b>Base Rates</b>	<b>Base Rates</b>	
	<b>2022/2023</b>	<b>2022/2023</b>	
Schools Professional	0.148	0.141	-0.05
Schools All Other	1.538	1.457	-0.06
Increased Limit Factors	1.028	1.028	
Experience Mod Factor	0.89	0.86	-0.03
Schdeule Mod Factor	0.825	0.805	-0.02
Deductible Factor (\$1,000)	0.90	0.90	
Three Year Policy Factor	0.98	0.98	
<b>Estimated Premium</b>	<b>\$64,719</b>	<b>\$76,851</b>	<b>0.16</b>



CHUBB®

## Special Risk Proposal

Created for:  
GERMANTOWN MUNICIPAL SCHOOL DISTRICT

Presented By:  
INSIGHT RISK MANAGEMENT

Accident & Health

**Proposal Terms & Conditions**

---

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

**Name of Policyholder:** GERMANTOWN MUNICIPAL SCHOOL DISTRICT  
**Address:** 3350 S. FOREST HILL IRENE ROAD  
**City:** GERMANTOWN      **State:** TN      **Zip Code:** 38138

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

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

**Annual Premium**    \$23,290

**Commission:** 15%

**NOTICE:**

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

**Eligibility**

---

**Class**  
1      All registered students of the Policyholder.

**Principal Sum**

---

**Class**  
1      \$10,000

**Hazard/When Coverage Applies**

---

**Class**  
1      Covered Activities

## Aggregate Limit of Insurance

---

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

## Accidental Death and Dismemberment

---

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

## Additional Benefits

---

### Accident Medical Expense:

Maximum Benefit Amount: \$25,000

Deductible: \$500

## Exclusions

---

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

Disease or Illness

Suicide or Intentional Injury

Incarceration

War

Service in the Armed Forces

Owned Aircraft, Leased Aircraft or Operated Aircraft

Aircraft Pilot or Crew

**Trade Sanctions**

**Intoxication**

**Narcotic**

Please reference the Specimen Contract for complete information on exclusions.

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

**Effective Date: 7/1/2023**

**Policy No: PPR-0366-24**

**QUOTATION ONLY**

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

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

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

	Location	Occupancy	Const Type	Building Values	Personal Property Values	Location Total Values
1	6655-6685 POPLAR AVENUE	OFFICE-DELETED:7/1/2019	MNC	0	0	0
2	9755 WOLF RIVER BOULEVARD	HOUSTON HIGH SCHOOL, GENERATOR	MNC	48,289,048	1,325,000	49,614,048
3	9755 WOLF RIVER BOULEVARD	HOUSTON HS ANNEX CLASSROOM BUILDING	MNC	6,305,930	0	6,305,930
4	9755 WOLF RIVER BOULEVARD	HOUSTON HS BAND EQUIPMENT BUILDING-DELETED:5/11/2021	NC	0	0	0
5	9755 WOLF RIVER BOULEVARD	HOUSTON HS GREENHOUSE	NC	286,253	0	286,253
6	9755 WOLF RIVER BOULEVARD	HOUSTON HS FOOTBALL FIELD LIGHTING AND FENCING	NC	322,818	0	322,818
7	9755 WOLF RIVER BOULEVARD	HOUSTON HS FOOTBALL FIELD HOME BLEACHERS	NC	881,744	0	881,744
8	9755 WOLF RIVER BOULEVARD	HOUSTON HS FOOTBALL FIELD VISITOR BLEACHERS	NC	536,986	0	536,986
9	9755 WOLF RIVER BOULEVARD	HOUSTON HS FOOTBALL FIELD SCOREBOARD	NC	470,124	0	470,124
10	9755 WOLF RIVER BOULEVARD	HOUSTON HS FOOTBALL FIELD STORAGE BUILDING	FRAME	3,727	0	3,727
11	9755 WOLF RIVER BOULEVARD	HOUSTON HS FOOTBALL FIELD TICKET BOOTH	NC	8,871	0	8,871
12	9755 WOLF RIVER BOULEVARD	HOUSTON HS FOOTBALL FIELD TICKET BOOTH	FRAME	2,314	0	2,314
13	9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD CONCESSION STAND	FRAME	158,797	0	158,797
14	9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD LIGHTING AND FENCING	NC	386,546	0	386,546
15	9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD ELEVATED WOOD DECK	FRAME	9,000	0	9,000
16	9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD BLEACHERS	NC	173,424	0	173,424

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

**Effective Date: 7/1/2023**

**Policy No: PPR-0366-24**

**QUOTATION ONLY**

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

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

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

	Location	Occupancy	Const Type	Building Values	Personal Property Values	Location Total Values
17	9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD STORAGE GARAGE	JM	23,531	0	23,531
18	9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD DUGOUTS	JM	25,072	0	25,072
19	9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD STORAGE BUILDING	FRAME	4,757	0	4,757
20	9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD SCOREBOARD	NC	38,830	0	38,830
21	9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD HOUSE	NC	1,349,778	0	1,349,778
22	9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD LAWN EQUIPMENT BLDG.	JM	103,323	0	103,323
23	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SCHOOL, GENERATOR	MNC	31,447,315	1,016,000	32,463,315
24	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE STORAGE BUILDING	FRAME	3,214	0	3,214
25	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SOCCER LIGHTING AND FENCING	NC	197,452	0	197,452
26	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE TICKET BOOTH	NC	8,871	0	8,871
27	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SOCCER BLEACHERS	NC	133,724	0	133,724
28	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SOCCER SCOREBOARD	NC	12,472	0	12,472
29	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SOCCER DUGOUTS	FRAME	8,356	0	8,356
30	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SOCCER SCORER BOOTHS	FRAME	2,056	0	2,056
31	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SOCCER CONCESSION STAND	JM	107,606	0	107,606
32	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SOCCER STORAGE	FRAME	3,727	0	3,727

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

**Effective Date: 7/1/2023**

**Policy No: PPR-0366-24**

**QUOTATION ONLY**

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

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

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

	Location	Occupancy	Const Type	Building Values	Personal Property Values	Location Total Values
33	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE STORAGE BUILDING	FRAME	1,414	0	1,414
34	8945 DOGWOOD ROAD	DOGWOOD ELEMENTARY SCHOOL	MNC	19,658,496	304,746	19,963,242
35	8945 DOGWOOD ROAD	DOGWOOD ELEMENTARY PLAYGROUND EQUIPMENT	NC	264,314	0	264,314
36	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY SCHOOL	MNC	31,828,440	750,000	32,578,440
37	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY KINDERGARTEN CLASSROOM BLDG.	MNC	3,084,013	0	3,084,013
38	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY GYMNASIUM	MNC	2,129,139	0	2,129,139
39	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P1-DELETED		0	0	0
40	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P2-DELETED		0	0	0
41	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P3-DELETED		0	0	0
42	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P4-DELETED		0	0	0
43	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P5-DELETED		0	0	0
44	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P6-DELETED		0	0	0
45	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P7-DELETED		0	0	0
46	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P8-DELETED		0	0	0
47	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P9-DELETED		0	0	0
48	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P10-DELETED		0	0	0

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

**Effective Date: 7/1/2023**

**Policy No: PPR-0366-24**

**QUOTATION ONLY**

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

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

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

	Location	Occupancy	Const Type	Building Values	Personal Property Values	Location Total Values
49	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P11-DELETED 07/01/17		0	0	0
50	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P12-DELETED 07/01/17		0	0	0
51	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P13-DELETED 07/01/17		0	0	0
52	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P14-DELETED 07/01/17		0	0	0
53	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE BAND BLDG. P15-DELETED 07/01/17		0	0	0
54	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P16-DELETED 07/01/17		0	0	0
55	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P17-DELETED 07/01/17		0	0	0
56	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P18-DELETED 07/01/17		0	0	0
57	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P19-DELETED 07/01/17		0	0	0
58	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P20-DELETED 07/01/17		0	0	0
59	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P21-DELETED 07/01/17		0	0	0
60	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE RESTROOM BLDG.	FRAME	54,003	0	54,003
61	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY LARGE STORAGE BLDG.	FRAME	9,386	0	9,386
62	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY STORAGE BLDG	FRAME	2,442	0	2,442
63	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY STORAGE BLDG	FRAME	2,442	0	2,442
64	2085 CORDES ROAD	FARMINGTON ELEMENTARY SCHOOL, GENERATOR	MNC	14,512,206	500,000	15,012,206

Attached to and a part of policy number: PPR-0366-24 with effective dates from 07/01/2023 to 07/01/2024.

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

**Effective Date: 7/1/2023**

**Policy No: PPR-0366-24**

**QUOTATION ONLY**

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

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

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

Location	Occupancy	Const Type	Building Values	Personal Property Values	Location Total Values
65 2085 CORDES ROAD	FARMINGTON ELEMENTARY PLAYGROUND EQUIPMENT	NC	121,188	0	121,188
66 2085 CORDES ROAD	FARMINGTON ELEMENTARY STORAGE BUILDING	FRAME	2,701	0	2,701
67 2085 CORDES ROAD	FARMINGTON ELEMENTARY STORAGE BUILDING	FRAME	2,701	0	2,701
68 2085 CORDES ROAD	FARMINGTON ELEMENTARY PORTABLE 162-DELETED:7/1/2019	FRAME	0	0	0
69 2085 CORDES ROAD	FARMINGTON ELEMENTARY PORTABLE 193-DELETED:7/1/2019	FRAME	0	0	0
70 2085 CORDES ROAD	FARMINGTON ELEMENTARY PORTABLE 200-DELETED:7/1/2019	FRAME	0	0	0
71 2085 CORDES ROAD	FARMINGTON ELEMENTARY PORTABLE 201-DELETED:7/1/2019	FRAME	0	0	0
72 9755 WOLF RIVER PARKWAY	HOUSTON HS FOOTBALL FIELD SYNTHETIC TURF	NC	1,904,525	0	1,904,525
73 2085 CORDES ROAD	FARMINGTON ELEM PORTABLE CLASSRMS (5) - RESTROOMS (3)	FRAME	874,431	0	874,431
74 8945 DOGWOOD ROAD	DOGWOOD ELEM PORTABLE CLASSRMS (8) - RESTROOMS (3)	FRAME	1,088,598	0	1,088,598
75 3366 S FOREST HILL IRENE ROAD 38138	FOREST HILL ELEMENTARY SCHOOL, GENERATOR	MNC	23,908,417	1,850,000	25,758,417
76 3350 S FOREST HILL IRENE ROAD	DISTRICT OFFICE	MNC	4,917,497	300,000	5,217,497
77 9777 WOLF RIVER BLVD @ HOUSTON LEVEE PARK	TENNIS COURTS (4) LIGHTING AND FENCING	NC	147,306	0	147,306
78 9777 WOLF RIVER BLVD @ HOUSTON LEVEE PARK	BASEBALL FIELDS (2) LIGHTING, FENCING, DUGOUTS AND BLEACHERS	NC	319,684	0	319,684
79 9777 WOLF RIVER BLVD @ HOUSTON LEVEE PARK	RESTROOM BUILDING	JM	159,842	0	159,842
80 9755 WOLF RIVER BOULEVARD	HOUSTON HS FIELD HOUSE	MNC	4,644,834	0	4,644,834

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

**Effective Date: 7/1/2023**

**Policy No: PPR-0366-24**

**QUOTATION ONLY**

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

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

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

	Location	Occupancy	Const Type	Building Values	Personal Property Values	Location Total Values
81	9755 WOLF RIVER BOULEVARD	HOUSTON HS BAND BUILDING	MNC	1,812,880	0	1,812,880
82	9755 WOLF RIVER BOULEVARD	HOUSTON HS CONCESSION STAND/PADDOCK	NC	918,240	0	918,240
83	9777 WOLF RIVER BLVD @ HOUSTON LEVEE PARK	RESTROOM/CONCESSION STAND	JM	185,960	0	185,960
84	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PLAYGROUND EQUIPMENT	MNC	161,932	0	161,932
85	9755 WOLF RIVER BOULEVARD	HOUSTON HS SOFTBALL COMPLEX DUGOUTS, FENCE, BLEACHERS, LIGHTING, SCOREBOARD, WEIGHT	NC	4,048,160	125,000	4,173,160
			<b>TOTAL</b>	<b>208,070,857</b>	<b>6,170,746</b>	<b>214,241,603</b>

# QUOTATION ONLY

Policy No, PPR-0366-24  
 Effective Date: 07/01/2023

DESCRIPTION		TOTAL VALUE
1	MOBILE EQUIPMENT WITH PER ITEM VALUES LESS THAN \$50,000 (Unless Scheduled Below)	908,999

DESCRIPTION (Make/Model/Year and Description)	SERIAL NUMBER	VALUE
1 DJI MAVIC PRO		2,049 Added: 07/01/2023
2 DJI MAVIC PRO		2,049 Added: 07/01/2023
3 DJI MAVIC PRO		2,049 Added: 07/01/2023
4 DJI AIR 2		1,229 Added: 07/01/2023
<b>TOTAL SCHEDULE</b>		<b>7,376</b>
<b>TOTAL ALL</b>		<b>916,375</b>

Attached to and a part of policy number: PPR-0366-24 with effective dates from 07/01/2023 to 07/01/2024.

**UNMANNED AERIAL SYSTEMS COVERAGE ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE REAT IT CAREFULLY.

COVERAGE C - MOBILE EQUIPMENT COVERAGE is amended to include the following;

SECTION II Exclusion 1.d. is amended to append the following exception in addition to the existing language:

This exclusion does not apply to Unmanned Aerial Systems (Drones) scheduled on this endorsement subject to the following additional exclusions.

This endorsement does not cover any loss or damage that is the direct or indirect result of any of the following;

- a. Use of the scheduled equipment that is not in conformance with federal, state or local regulations, statutes or ordinances applicable to such equipment.
- b. Use of the scheduled equipment outside the scope of **your** operations.
- c. Use of the scheduled equipment by any person other than those persons designated by **you** to operate the vehicles who have been trained in; 1) the proper operation of the equipment, 2) **your** policies related to the operation of the equipment and 3) regulations applicable to the operation of the equipment. Completion of training referred to in this exclusion must be documented in written form in **your** records. This exclusion c. does not apply to operation of equipment during the supervised training of designated operators.

The scheduled systems will be considered **mobile equipment** for all coverage applications. All other terms and conditions of the policy apply to this extension of coverage.

**GERMANTOWN BOARD OF EDUCATION**

**Policy No: PPR-0366-24**

**Schedule of Covered Unmanned Aerial Systems**

<b>Description</b>	<b>Serial Number</b>	<b>Value</b>
DJI MAVIC PRO		\$2,049
DJI MAVIC PRO		\$2,049
DJI MAVIC PRO		\$2,049
DJI AIR 2		\$1,229

**PREMIUM BREAKDOWN**

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

**QUOTATION ONLY**

Effective Date: 07/01/2023

Policy No. PPR-0366-24

Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
1 6655-6685 POPLAR AVENUE	OFFICE-DELETED:7/1/2019	0.00	0	0	0
2 9755 WOLF RIVER BOULEVARD	HOUSTON HIGH SCHOOL, GENERATOR	39,371.50	48,289,048	1,325,000	49,614,048
3 9755 WOLF RIVER BOULEVARD	HOUSTON HS ANNEX CLASSROOM BUILDING	5,004.11	6,305,930	0	6,305,930
4 9755 WOLF RIVER BOULEVARD	HOUSTON HS BAND EQUIPMENT BUILDING-DELETED:5/11/2021	0.00	0	0	0
5 9755 WOLF RIVER BOULEVARD	HOUSTON HS GREENHOUSE	227.16	286,253	0	286,253
6 9755 WOLF RIVER BOULEVARD	HOUSTON HS FOOTBALL FIELD LIGHTING AND FENCING	256.17	322,818	0	322,818
7 9755 WOLF RIVER BOULEVARD	HOUSTON HS FOOTBALL FIELD HOME BLEACHERS	699.71	881,744	0	881,744
8 9755 WOLF RIVER BOULEVARD	HOUSTON HS FOOTBALL FIELD VISITOR BLEACHERS	426.13	536,986	0	536,986
9 9755 WOLF RIVER BOULEVARD	HOUSTON HS FOOTBALL FIELD SCOREBOARD	373.07	470,124	0	470,124
10 9755 WOLF RIVER BOULEVARD	HOUSTON HS FOOTBALL FIELD STORAGE BUILDING	2.96	3,727	0	3,727
11 9755 WOLF RIVER BOULEVARD	HOUSTON HS FOOTBALL FIELD TICKET BOOTH	7.04	8,871	0	8,871
12 9755 WOLF RIVER BOULEVARD	HOUSTON HS FOOTBALL FIELD TICKET BOOTH	1.84	2,314	0	2,314
13 9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD CONCESSION STAND	126.01	158,797	0	158,797
14 9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD LIGHTING AND FENCING	306.75	386,546	0	386,546
15 9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD ELEVATED WOOD DECK	7.14	9,000	0	9,000
16 9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD BLEACHERS	137.62	173,424	0	173,424
17 9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD STORAGE GARAGE	18.67	23,531	0	23,531
18 9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD DUGOUTS	19.90	25,072	0	25,072
19 9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD STORAGE BUILDING	3.77	4,757	0	4,757

**PREMIUM BREAKDOWN**

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

**QUOTATION ONLY**

Effective Date: 07/01/2023

Policy No. PPR-0366-24

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
20	9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD SCOREBOARD	30.81	38,830	0	38,830
21	9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD HOUSE	1,071.12	1,349,778	0	1,349,778
22	9755 WOLF RIVER BOULEVARD	HOUSTON HS BASEBALL FIELD LAWN EQUIPMENT BLDG.	81.99	103,323	0	103,323
23	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SCHOOL, GENERATOR	25,761.44	31,447,315	1,016,000	32,463,315
24	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE STORAGE BUILDING	2.55	3,214	0	3,214
25	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SOCCER LIGHTING AND FENCING	156.69	197,452	0	197,452
26	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE TICKET BOOTH	7.04	8,871	0	8,871
27	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SOCCER BLEACHERS	106.12	133,724	0	133,724
28	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SOCCER SCOREBOARD	9.90	12,472	0	12,472
29	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SOCCER DUGOUTS	6.63	8,356	0	8,356
30	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SOCCER SCORER BOOTHS	1.63	2,056	0	2,056
31	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SOCCER CONCESSION STAND	85.39	107,606	0	107,606
32	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE SOCCER STORAGE	2.96	3,727	0	3,727
33	9400 WOLF RIVER BOULEVARD	HOUSTON MIDDLE STORAGE BUILDING	1.12	1,414	0	1,414
34	8945 DOGWOOD ROAD	DOGWOOD ELEMENTARY SCHOOL	15,841.94	19,658,496	304,746	19,963,242
35	8945 DOGWOOD ROAD	DOGWOOD ELEMENTARY PLAYGROUND EQUIPMENT	209.75	264,314	0	264,314
36	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY SCHOOL	25,852.80	31,828,440	750,000	32,578,440
37	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY KINDERGARTEN CLASSROOM BLDG.	2,447.34	3,084,013	0	3,084,013
38	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY GYMNASIUM	1,689.59	2,129,139	0	2,129,139

**PREMIUM BREAKDOWN**

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

**QUOTATION ONLY**

Effective Date: 07/01/2023

Policy No. PPR-0366-24

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
39	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P1-DELETED 07/01/17	0.00	0	0	0
40	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P2-DELETED 07/01/17	0.00	0	0	0
41	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P3-DELETED 07/01/17	0.00	0	0	0
42	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P4-DELETED 07/01/17	0.00	0	0	0
43	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P5-DELETED 07/01/17	0.00	0	0	0
44	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P6-DELETED 07/01/17	0.00	0	0	0
45	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P7-DELETED 07/01/17	0.00	0	0	0
46	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P8-DELETED 07/01/17	0.00	0	0	0
47	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P9-DELETED 07/01/17	0.00	0	0	0
48	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P10-DELETED 07/01/17	0.00	0	0	0
49	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P11-DELETED 07/01/17	0.00	0	0	0
50	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P12-DELETED 07/01/17	0.00	0	0	0
51	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P13-DELETED 07/01/17	0.00	0	0	0
52	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P14-DELETED 07/01/17	0.00	0	0	0
53	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE BAND BLDG. P15-DELETED 07/01/17	0.00	0	0	0
54	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P16-DELETED 07/01/17	0.00	0	0	0
55	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P17-DELETED 07/01/17	0.00	0	0	0
56	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P18-DELETED 07/01/17	0.00	0	0	0
57	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P19-DELETED 07/01/17	0.00	0	0	0

**PREMIUM BREAKDOWN**

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

**QUOTATION ONLY**

Effective Date: 07/01/2023  
Policy No. PPR-0366-24

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
58	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P20-DELETED:07/01/17	0.00	0	0	0
59	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE P21-DELETED:07/01/17	0.00	0	0	0
60	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY PORTABLE RESTROOM BLDG.	42.85	54,003	0	54,003
61	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY LARGE STORAGE BLDG.	7.45	9,386	0	9,386
62	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY STORAGE BLDG	1.94	2,442	0	2,442
63	7391 NESHOPA ROAD	RIVERDALE ELEMENTARY STORAGE BLDG	1.94	2,442	0	2,442
64	2085 CORDES ROAD	FARMINGTON ELEMENTARY SCHOOL, GENERATOR	11,913.02	14,512,206	500,000	15,012,206
65	2085 CORDES ROAD	FARMINGTON ELEMENTARY PLAYGROUND EQUIPMENT	96.17	121,188	0	121,188
66	2085 CORDES ROAD	FARMINGTON ELEMENTARY STORAGE BUILDING	2.14	2,701	0	2,701
67	2085 CORDES ROAD	FARMINGTON ELEMENTARY STORAGE BUILDING	2.14	2,701	0	2,701
68	2085 CORDES ROAD	FARMINGTON ELEMENTARY PORTABLE	0.00	0	0	0
69	2085 CORDES ROAD	162-DELETED:7/1/2019 FARMINGTON ELEMENTARY PORTABLE 193-DELETED:7/1/2019	0.00	0	0	0
70	2085 CORDES ROAD	FARMINGTON ELEMENTARY PORTABLE 200-DELETED:7/1/2019	0.00	0	0	0
71	2085 CORDES ROAD	FARMINGTON ELEMENTARY PORTABLE 201-DELETED:7/1/2019	0.00	0	0	0
72	9755 WOLF RIVER PARKWAY	HOUSTON HS FOOTBALL FIELD SYNTHETIC TURE	1,511.35	1,904,525	0	1,904,525
73	2085 CORDES ROAD	FARMINGTON ELEM PORTABLE CLASSRMS (5 - RESTROOMS (3)	693.91	874,431	0	874,431
74	8945 DOGWOOD ROAD	DOGWOOD ELEM PORTABLE CLASSRMS (8) - RESTROOMS (3)	863.86	1,088,598	0	1,088,598
75	3366 S FOREST HILL IRENE ROAD	FOREST HILL ELEMENTARY SCHOOL, GENERATOR	20,440.73	23,908,417	1,850,000	25,758,417
76	3350 S FOREST HILL IRENE ROAD	DISTRICT OFFICE	4,140.37	4,917,497	300,000	5,217,497

**PREMIUM BREAKDOWN**

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

**QUOTATION ONLY**

Effective Date: 07/01/2023

Policy No. PPR-0366-24

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
77	9777 WOLF RIVER BLVD @ HOUSTON LEVEE PARK	TENNIS COURTS (4) LIGHTING AND FENCING	116.90	147,306	0	147,306
78	9777 WOLF RIVER BLVD @ HOUSTON LEVEE PARK	BASEBALL FIELDS (2) LIGHTING, FENCING, DUGOUTS AND BLEACHERS	253.69	319,684	0	319,684
79	9777 WOLF RIVER BLVD @ HOUSTON LEVEE PARK	RESTROOM BUILDING	126.84	159,842	0	159,842
80	9755 WOLF RIVER BOULEVARD	HOUSTON HS FIELD HOUSE	3,685.93	4,644,834	0	4,644,834
81	9755 WOLF RIVER BOULEVARD	HOUSTON HS BAND BUILDING	1,438.62	1,812,880	0	1,812,880
82	9755 WOLF RIVER BOULEVARD	HOUSTON HS CONCESSION STAND/PADDOCK	728.67	918,240	0	918,240
83	9777 WOLF RIVER BLVD @ HOUSTON LEVEE PARK	RESTROOM/CONCESSION STAND	147.57	185,960	0	185,960
84	7391 NESHIBA ROAD	RIVERDALE ELEMENTARY PLAYGROUND EQUIPMENT	128.50	161,932	0	161,932
85	9755 WOLF RIVER BOULEVARD	HOUSTON HS SOFTBALL COMPLEX DUGOUTS, FENCE, BLEACHERS, LIGHTING.	3,311.63	4,048,160	125,000	4,173,160
		<b>Total Breakdown</b>	<b>170,012.58</b>	<b>208,070,857</b>	<b>6,170,746</b>	<b>214,241,603</b>
		<b>Rounding Adjustment</b>	<b>0.42</b>			
		<b>Total Policy Bldg + PP Premium</b>	<b>170,013.00</b>			

# Request for Proposal #FY 2021-22-07

## Management and Operation Building Maintenance Functions

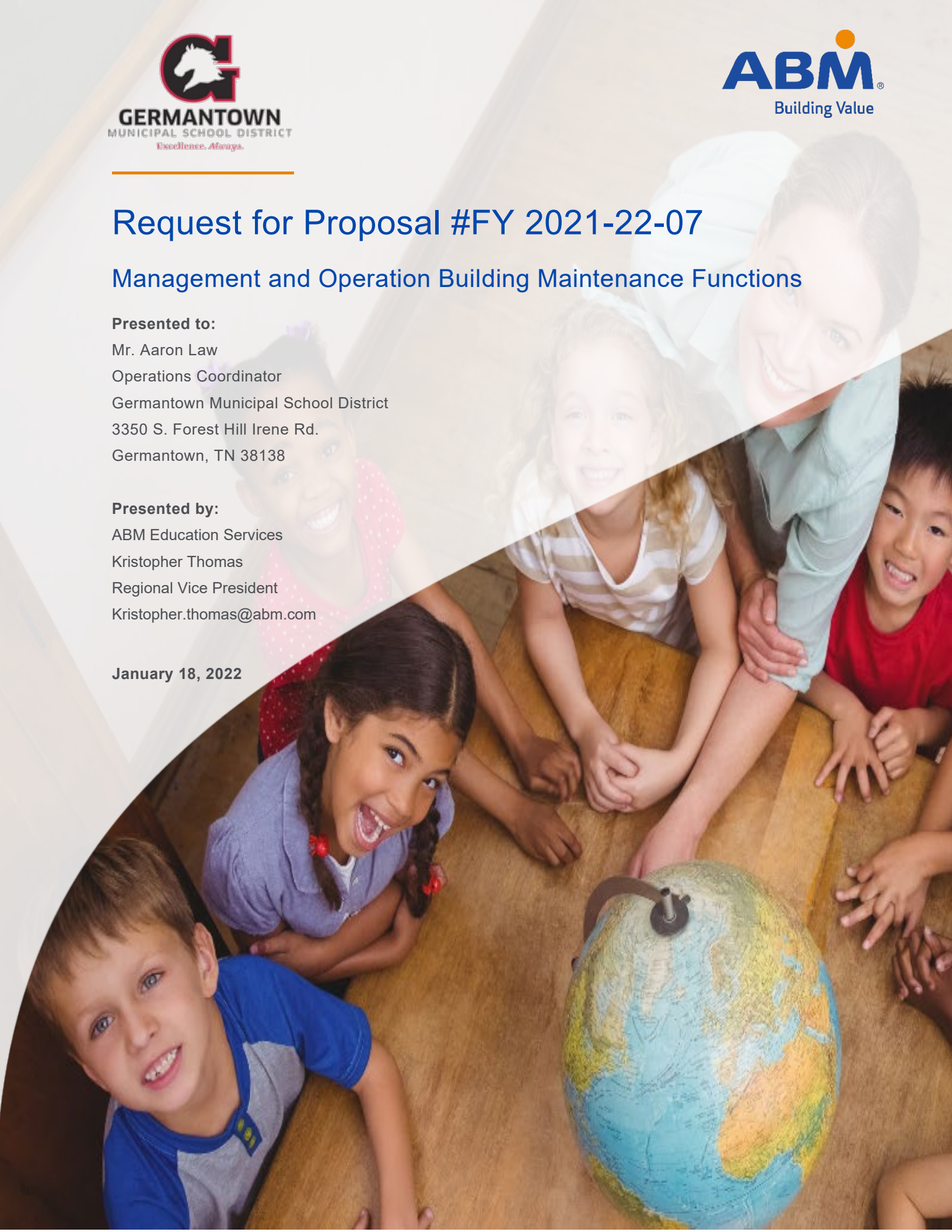
**Presented to:**

Mr. Aaron Law  
Operations Coordinator  
Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

**Presented by:**

ABM Education Services  
Kristopher Thomas  
Regional Vice President  
Kristopher.thomas@abm.com

**January 18, 2022**



# Moment for Safety



There are certain places where COVID-19 potentially spreads more easily, and you may be at higher risk of getting or spreading the virus because you are asymptomatic. Please avoid the **3 C's** to help ensure the safety of you and others:



**C**rowded places



**C**lose-contact settings



**C**onfined and enclosed spaces

## WHAT YOU SHOULD DO

- Avoid crowded places and limit time in enclosed spaces.
- Maintain at least six feet from others.
- When possible, open windows and doors for ventilation
- Keep hands clean.
- Wear a mask or face covering.
- Practice social distancing

January 18, 2022

Mr. Aaron Law  
Operations Coordinator  
Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

Dear Mr. Law:

As collaborative partners you've taught us a lot. We've learned about your schools and gotten to know your principals, teachers and students. We understand your goals, your expectations, your standards, your integrity, your dedication to excellence. We understand you are looking for cost-saving efficiencies and operation and maintenance budgets that deliver high-quality service.

Part of the success of our partnership is our alignment in goals. As GMSD's vision is to *Inspire Personal Excellence*, our mission is to *make a difference, every person, every day*. These are not simply words we speak, but a way of life we encourage and live by. Our purpose is to take care of the people, spaces and places that are important to you so that your students, faculty and staff can make long-lasting memories within your hallways and that you can foster the life-long learners to whom you are dedicated.

As your existing partner and an integrated member of your District and community, we are aware of your goals and the initiatives you wish to implement moving forward, like increased communication when it comes to "closing the circle" on work orders. Our team, through inspections, will identify where we need to focus on providing additional training to employees. The ABMWay HUB makes SOPs available on demand as a single point of reference that provide a clear path to consistent performance and service delivery.

As your primary vendor for facilities services – we deliver the best overall value, equity, fairness and efficiency. In this proposal, we outline a high-quality cost-effective, equity-based facilities maintenance program that will continue to promote a safer, healthier environment for students, faculty and staff. Our program incorporates the latest technologies, provides professional on-site leadership and is support by our strong presence local and corporate experts.

If there are program changes, financial or personnel considerations or any other issues you require us to consider, please let us know. ABM's objective is to ensure you continue to be an extremely satisfied client. We remain open and flexible to customize every aspect of our proposed program to ensure the service GMSD receives exceeds every expectation across the entire District.

ABM stands ready to execute every aspect of our proposed program with a personal commitment to quality and service that is second to none. We look forward to potential next steps in the review and evaluation process. Please don't hesitate to contact us should you require any further information or clarifications.

Sincerely,



Kris Thomas  
Regional Vice President

*This page left intentionally blank.*

*This page left intentionally blank.*

# Table of Contents

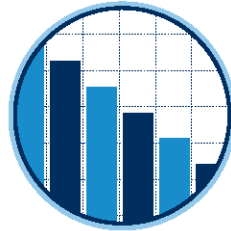


I. Executive Summary .....	7
II. Company Organization and Structure and Personnel Qualifications .....	11
Drug-Free Workplace.....	32
III. Staffing Recommendations for Project.....	49
IV. Project Plan .....	51
V. References .....	85
VI. Fee Schedule.....	91
VII. Other Information.....	93
VIII. Request for Proposal Cover Sheet.....	97
IX. Certificate of Non-Discrimination Form.....	98
X. Request for Proposal Agreement .....	99
XI. Notarized Hold Harmless Agreement .....	100
XII. Proposal Pricing Sheet .....	101
XIII. Acknowledgment of Addenda .....	113
Proposal Acknowledgement.....	112
What to Expect From ABM.....	113

# Building Value for Educational Facilities

## ABM's innovative solutions

convert guaranteed energy & operational savings into long-term capital funding programs through the implementation of facility improvements.



Our proven solutions, on average, help **reduce K-12 schools' energy use by 28%**



We help **create General Fund Relief** through outsourcing of support services



We have completed infrastructure improvements on nearly **440+ school district buildings**



We serve districts with **1,200 - 70,000+ student populations**



On average, our solutions produce **\$1,100 in funding per student**

## Creating Unique Funding Solutions to Address Critical Facility Needs



Controls



Custodial



Heating & Cooling Systems



Landscape & Grounds



Lighting



Parking & Transportation



Renewable Energy



Water Conservation

Find out more at [ABM.com/K-12](http://ABM.com/K-12)

©2019 ABM Industries Inc.  
All rights reserved.  
ABM-08093-0415

# I. Executive Summary

## Challenges in the COVID-19 Era

America’s education systems throughout the country are continuing to face massive challenges dealing with the coronavirus pandemic. The current state of the education world will feel the ripple effects in both their budgets and method of instruction for years to come.

Across the country, school districts have cut wages, laid off employees and are canceling construction projects. These schools are in desperate need of fund reallocation, financial support and creating a safe return to face-to-face instruction. Many of ABM’s partners are implementing several contingencies ranging from all online, full in-class instruction or a hybrid of both.

ABM’s maintenance program solutions are the most advantageous to your schools. GMSD will continue to receive high quality service without transitional changes or disruptions in personnel, management, programs, equipment, or supplies. We will invest in the resources, training, and equipment your students, faculty and staff deserve to maintain a healthy environment and increase customer care as we continue to navigate this new normal together.

At the same time, we will strengthen a collaboration that will take advantage of every efficiency possible. To deliver an exceptional program, we will elevate quality and improve satisfaction while doing everything we can to reduce costs so savings can be reinvested into educating Germantown Schools’ students.

**Our proposal** is in direct response to the requirements outlined in the RFP. Additionally, we provided an Alternate Proposal that maintains current staffing plus one (1) additional technician to cover the increased square footage in 2021. Below highlights the cost difference between our Proposed and Alternate bids with our current program price shown for comparison. We believe by providing our Alternate Proposal - adding one additional technician above our current staffing levels – ABM will be able to support the requirements in this RFP in addition to the increased square footage while maintaining high level quality service and delivering savings to the district.

	PROPOSED RFP Bid Response	CURRENT PROGRAM	ALTERNATE Current + 1 Tech
<b>Cost (Annually)</b>	\$777,697	\$470,700	\$568,543
<b>Staffing</b>	1 Manager 8 Technicians 1 Admin	1 Manager 4 Technicians 1 Admin	1 Manager 5 Technicians- <i>To cover increased Sqft</i> 1 Admin

## Building Value for Germantown Municipal School District

With our regional presence, we are part of your diverse community and are dedicated to the students and faculty that walk your halls. It is our job to assist Germantown Schools wherever possible, and we strive to help to **“prepare, inspire, and empower student to become life-long learners and socially responsible**

**citizens.”** A partnership approach, built on honest and open communication, will **elevate** your current custodial program. Therefore, promoting the optimum learning spaces for your students is vital to the success of your schools.

The following is how we believe ABM aligns with GMSD values, further exemplifying how together we can continue the partnership Germantown Schools deserves.

### Academic Excellence

As Germantown Municipal School District strives for **Academic Excellence** and to be a leader in education, we are a leader in providing exceptional facility services. The program we propose is designed for success in every way. Your students and staff deserve spaces that are safe, and well organized which will promote a **culture of educational excellence where each student learns and thrives**. Your district deserves a high degree of program excellence to support its mission and financial future. As you have experienced, ABM is that partner who delivers an exceptional program that students, faculty, staff, and visitors will find as a source of pride.



### Institutional Sustainability

Like Germantown Schools, ABM is dedicated to pursuing creative solutions that maximize the stewardship of our resources. From financial managing to environmental sustainability, we ensure we are utilizing our sources by creating cost-savings initiatives. Further, through our ABM GreenClean program, we utilize products, tools, equipment, processes, and policies that ensure responsible cleaning of your district. Our program promotes a healthier and safer environment for your students, faculty, and staff while significantly reducing the harm done to the environment.



### Program Innovation

Just as the education world continues to grow and change, so does our industry. As industry leaders, we continually seek innovative technologies and improvements so that our services are more efficient and therefore more cost effective for your district. We pride ourselves on being ahead of the curve so that we can provide best-in-class services to our clients. The associations and memberships of which we are apart as well as our industry-related professions are great resources for updated and ground-breaking developments. Our services are a direct correlation of the research we have completed on a wide range of topics including energy efficiency, waste reduction, water conservation, among other environmental sustainability areas.



## Vibrant Community

A cohesive and supportive community is essential to success. *Your administration values and encourages the partnership between your students and their families and community.* Our team members are a part of your community, further solidifying our investment into your community and the success of our program in your district. Our ABMCares program encourages and supports ABM employees to volunteer, donate and participate in wellness activities so they can **Make a Difference, Every Person, Every Day**. Many of our employees are already doing this by volunteering for local charities and organizations, and we want to support the charitable causes that are important to them and Germantown Schools.



## Communicate Effectively

As your partner, we believe it is paramount to communicate effectively and efficiently. To provide optimum services to increase success, it is necessary that you are able to confide in our team members with any issues or concerns that arise. We will maintain open communication, respond to feedback, and confide in one another to create unique solutions for any complex problems that may arise.



## Respect

Through our partnership, we will be respectful and transparent, and we know that respect is the necessary foundation behind a successful partnership. Working with Germantown Schools would be a privilege, and we want you to see that we are the clear choice in this industry and the best fit to partner with your district



## Integrity & Honesty

As a partner, we believe it is vitally important to be honest in words, acts and deeds. We believe in open and honest communication, a measure of our quality assurance. That honesty has transcended into our role as a trusted advisor by providing a candid assessment of your integrated facility services program's challenges and opportunities. The result of which will drive the overall facilities program to a higher level.



## Quality

Our proposed program will establish a cleaning standard that will elevate the current program. We will create goals, identify barriers to success, implement initiatives to attain those goals and develop measurable key performance indicators that will be reported on a regular basis. The sole intent of which is to generate continuous improvement and constantly refine the definition of quality in everything we will do. Quality in the work performed, communication we provide, relationships we establish and the partnership we will forge.



## Our Goals Align

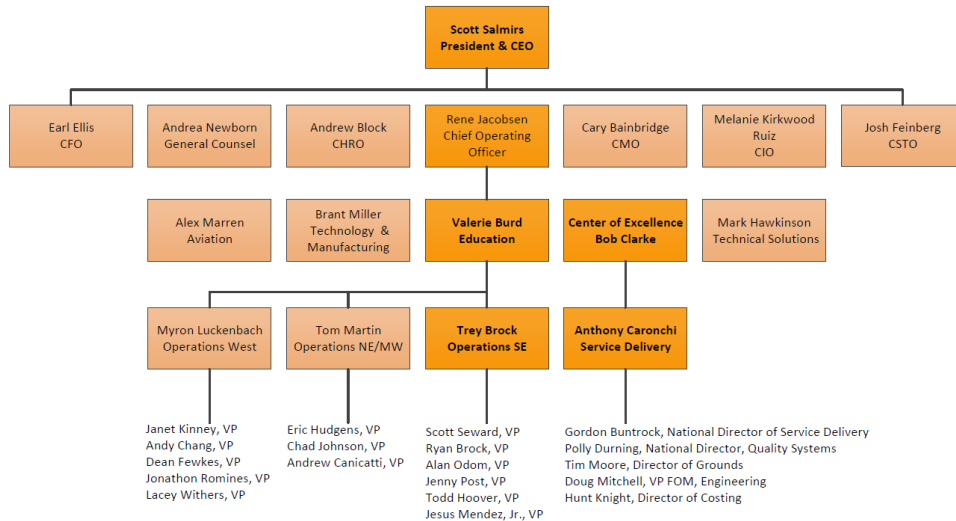
After researching your **mission and vision statement** for your community, we firmly believe our partnership could help achieve or improve each one. Through our partnership, your administration will feel confident that we will focus on your facilities so your faculty and staff can **focus on the students**. We provide open communication with the district and positively impact your community.

In a true partnership, the two collaborators must have the same end goals and approach to working together. Just as you value high-performing staff and students, learning environments, and communication, you will see how our mission and goals aligns with yours. We seek out long-term partnerships based on open and honest communication and strive to provide best-in-class service using innovative technology that promote cost-effective, operationally efficient, and sustainably proven practices. ***We know the efforts made throughout Germantown Schools to prepare its learners for the future they face and the communities they shape long after they've left your classrooms. We know the memories made throughout your schools should last a lifetime. As your integrated facility services provider, we intend on helping Germantown Schools make these moments possible.***



# II. Company Organization and Structure and Personnel Qualifications

## Corporate & Regional Support



## Executive Leadership



**Scott Salmirs**

### President and Chief Executive Officer

Scott is on the board of Outreach Project, an organization dedicated to rehabilitating high school age substance abuse, and is a founding Board Member of Donate Eight, a group focused on increasing the number of organ donors in New York State.

*Only the 7th person to be CEO at ABM*



**Earl Ellis**

### Chief Financial Officer

As we develop the next phase of our strategic transformation, Earl's financial leadership and technological expertise will be instrumental.

He has broad executive finance experience and led enterprise-wide capital project planning, cost transformation and procurement.

*Chartered Accountant who earned an honors degree in Economics and Management*



**Rene Jacobsen**

### Chief Operating Officer

Rene drives a culture of service excellence and continual improvement.

A seasoned executive with 30+ years' experience, he holds a Master's degree in Economics.

*Also leads our B&I Group, tallying half the company's total annual revenue*



**Melanie Kirkwood Ruiz**

### Chief Information Officer

Responsible for the optimization of our IT infrastructure, Melanie enables innovation and better service delivery through client-facing technology.

She supports our business transformation at the enterprise and line-of-business levels.

*Holds an MBA, Bachelor's and Master's in Engineering from Cornell University*

## Management Structure - Customized to Your Facility

ABM's approach to project management ensures that you receive a plan designed to specifically address your requirements while utilizing our proven, documented processes. We analyze information gathered from your facility walk-through and from discussions with your representatives about the unique requirements of your facility. By doing this, we can determine "best practices" for your facility based on our experience providing similar services to clients in the same industry.

Before we begin service delivery, ABM will provide GMSD with:

- **Job Specifications** – A detailed document that describes the specific tasks ABM will perform before and after service installation.
- **Security Compliance** – Appropriate security consistent with the requirements of your facility, which may include key logs and background checks that will be incorporated into our management plan.
- **Communications Plan** – A communications plan that includes using log books, call lists, wireless e-mail, two-way radios, pagers and cell phones used by ABM personnel so that we are always immediately available to handle your service requests.

Our comprehensive Procedures Manual documents all of our standard operating procedures ensuring that we do things right the first time, every time. And, because we follow the same process every time, we can objectively measure the quality of the services we provide.

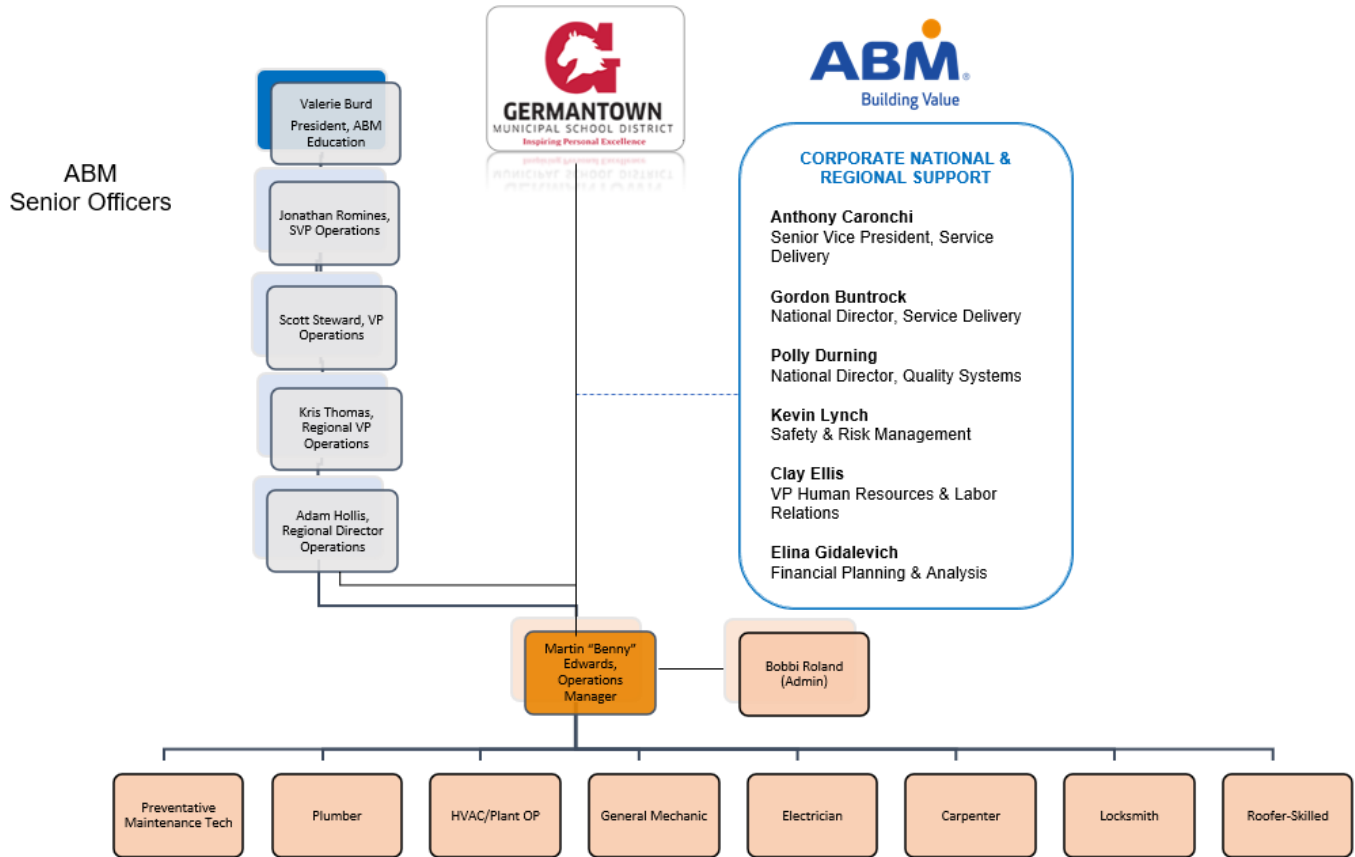
ABM's project management team is structured to meet the requirements of the facilities and to promote good communication between ABM and GMSD.

- **Site Supervisor** - Responsible for carrying out the day-to-day operations of our program at your facility and serving as your immediate, on-site ABM contact.
- **District Manager** – Oversees multiple client locations within a region and ensures that we are meeting your needs while maintaining ABM quality standards. First Tier local contact.
- **Branch Manager** - Plans, organizes, and controls the activities of a geographic area (city) within a region.
- **Regional Director of Operations** - Responsible for all functional areas and activities within an assigned Region covering two or more states, or one state with multiple distinct regions, or a major metropolitan market. This position directs the operations of specific locations in order to achieve stated company goals of growth, profitability and client satisfaction.
- **Regional Vice President/Senior Vice President** – Leads and supports the regional management team by making sure all necessary resources are available and that ABM quality standards are being met.

We are confident our approach will meet your needs whether your facilities are local, regional or national. ABM is well positioned to provide consistent and quality service at your facilities due to our strong local and national support structure throughout approximately 250 metro areas in the United States, Puerto Rico and British Columbia, Canada.

## Support Structure Tailored for You

The chart below illustrates our organizational structure for Germantown Municipal Schools inclusive of the recommended trades outlined in the RFP.



# Personnel Qualifications

## Corporate Management Team

### **Valerie Burd – President, Education**



Valerie is responsible for all aspects of ABM’s Education group operations, an \$850 million division. With over 20 years’ experience in facilities management, she works closely with Regional and Executive leadership across the country. Valerie worked for Tishman Speyer Properties, Jones Lang LaSalle, and CBRE before joining ABM 15 years ago. Her team works with hundreds of K-12 school systems, colleges, and universities throughout the nation to provide healthier, more attractive academic spaces for students, faculty, and staff.

### **Azeem Lasi – Senior Director of Financial Planning & Analysis**



Azeem joined ABM in 2019 and his most recent role prior to his current work within the Education group was Director of Finance for ABM’s Aviation Airside West and Northeast teams. Prior to ABM, he worked for ADP and PSA Healthcare in respective financial analyst positions. He has a strong analytical background and business improvement skillset that has made him a great business partner to the industries he has served.

Azeem graduated Summa Cum Laude from Georgia State University – J. Mack Robinson College of Business with a bachelor’s degree in Business Administration, Accounting.

### **Anthony Caronchi – Senior Vice President of Service Excellence**



Anthony joined the ABM Education team in 2016, as the West Regional Vice President. His job priorities include promoting the full adoption of the ABMWay - making sure we all operate with transparency, consistency, and accountability to provide Service Excellence to our clients. He focuses on key initiatives that have the greatest impact on service delivery in the Education division – Account Planning, Labor Management, Manager Development, and Risk and Safety.

Prior to joining ABM, Anthony has served as the Regional Finance Director and Regional Vice President of Operations for Aramark. He has 17 years of experience in Facility Services. Anthony is a 1995 graduate of Miami University, earning his degree in Finance.

### **Gordon Buntrock – National Director of Service Delivery**



Gordon brings 38 years of experience in development of cleaning systems, program management, and operations experience in the cleaning business, as well as a consultant to customers in the education industry.

Recognized nationally for his expertise on cleaning processes, cleaning systems integration, supplemental infection prevention technologies, production standards development, and his ability to train and motivate management and service staff to drive productivity and profitability. He is also recognized for innovation in the cleaning business and his expertise on interiors solutions which can save maintenance expense. His current role, Gordon drives the implementation of The ABM Way within the education business leading to exceptional customer service delivery

### **Polly Durning – National Director, Quality Assurance**



Polly is the National Director for the Quality Assurance programs serving the Education Division of ABM. She is responsible for creating process-oriented inspection protocols through the ABM SITE Inspection tool specifically for educational institutions. Polly also works with our education team providing support and developing other quality assurance programs, such as the templates for Client Business Reviews. Polly attended The Ohio State University and travels throughout the country as needed for hands-on training and presentations with ABM managers and clients.

## **Regional and On-Site Management Team**

### **Scott Steward – Division Vice President of Operations**



Scott's 20-year background in management and janitorial services is a critical component of ABM's success. Scott's operational expertise is driven by solid leadership, motivational skills and a team-oriented philosophy. Scott is particularly adept at implementation and transition of new accounts, leveraging his in-depth knowledge of the labor market and wage rates and his skill at assembling outstanding janitorial teams.

Scott has earned a B.S. in management from Memphis State University.

### **Kris Thomas – Regional Vice President of Operations**



Kris has been with the company for over 12 years, moving from onsite contract management to his current position as Regional Vice President of Operations. His experience includes supervising both maintenance and custodial operations. Originally a zone manager in our large Metro Nashville Public Schools operation, Kris rose to be responsible for the Metro Nashville contract as the Senior Regional Manager, just prior to being promoted to Regional Vice President of Operations. As RVP, he is responsible for operations of the Metro Nashville Schools, Shelby County, TN, School System, and education operations throughout Tennessee and Kentucky. He has a certification in mold remediation and is also certified in CIMS-GB with ISSA. He has a Music Business degree with SAE Institute.

### **Adam Hollis – Account Manager**



Mr. Hollis is the Regional Director of Operations in ABM's Tennessee market. Prior, Adam was responsible for multiple districts in West Tennessee, where he has managed operations since 2008. With his 10+ years' experience in the Region, he has focused on maintaining positive relationships while exceeding the clients' expectations. He is responsible for hiring and training staff, maintaining an operation budget, ensuring safety and quality standards.

Mr. Hollis graduated from the University of Tennessee, Martin in 2007 with a Bachelor of Science in Agriculture Business. He currently resides in Sharon, TN with his wife Amanda and their two kids.

### **Mandy Stansberry – Human Resource Business Partner**



Mandy joined ABM in 2010 with over 15 years of experience in Human Resources and Accounting including managing human resources and accounting duties. As Human Resources Business Partner, Mandy is an energetic and innovative leader who has been recognized for her success in developing and implementing HR processes that reduce costs, improve operating efficiencies, and support organizational goals and company values.

### **Kevin Lynch – Regional Safety Director of Operations**



Kevin is responsible for the implementation of ABM’s safety program throughout the Southeast. As part of his responsibilities, he assists in designing safety programs specific to each client site and ensuring all relevant personnel are trained and accountable for corporate, national, regional, local, and client specific safety policies and procedures.

Kevin is retired from the Air Force. While in the military, he took various safety courses, including OSHA 501 and 511 and he has extensive experience in safety training and development. Kevin is an authorized trainer for both OSHA 10-hour and 30-hour General Industry courses. He is also currently working towards his degree in Occupational Safety and Health.

## **Plant Operations & Maintenance Services Support Team**

### **Doug Mitchell – Vice President, FOM, Engineering**



Doug has over 24 years of experience designing and directing Facility Operation and Maintenance programs. He joined ABM in 2011 after years of managing facilities operations for high-profile clients like Fordham University and Lincoln Center for the Performing Arts. His knowledge of power plant performance and building automation are essential in his creation of customized FOM programs for ABM’s education clients. His attention to detail and industry knowledge allows him to accurately evaluate and maximize clients’ capital equipment and structures expectancies for hundreds of current clients.

His expertise covers facility assessment, major plant system optimization and maintenance, energy efficiency / sustainability and advanced building controls. He is a certified Mechanical Engineer and Energy Manager.

### **Angel Viruet – Regional IFS Manager**



Angel Viruet is currently supporting the Central and Southeast Region on the FOM Engineering and Technical Team. Angel has over 23 years of progressive experience in FOM in Educational, Medical, and Institutional sites. In addition, the last 16 years prior to ABM, he has been directly involved with managing Facility Operations for 16 University campuses across the eastern region of the US. Angel has an Educational background in Electronic Engineering Technology and is based out of South Florida. He has also served in the military and is a US Army Veteran.

# Job Descriptions

## Preventative Maintenance Tech

Under minimal supervision, operates, maintains, services and repairs all electro / mechanical equipment on and in the campus facilities and any other related duties as may be required.

### Essential Duties and Responsibilities:

- Exercises competency in identifying and correcting HVAC / MEP equipment defects
- Operates, maintains and repairs all electro /mechanical systems on site. This would include HVAC equipment and controls, fan and blowers including troubleshooting of motors, heat exchangers, boilers, chillers, cooling towers, air-conditioning and refrigeration units (base diagnostics), pumps etc.
- Performs all PM Tasks as directed by existing CMMS and observations.
- Advises supervision of identified defects in equipment and any potential problems observed during their tour.
- Carries out various plumbing and general repair tasks – first responder duties.
- Maintains any equipment logs as dictated by management
- Assists other trades as needed.
- Keeps mechanical equipment rooms safe and clean.

### Special Skills:

Mechanical aptitude and capable of working independent of supervision under own initiative.

Must have the ability to interpret basic wiring and mechanical schematics.

A working knowledge of the operation of sprinkler / standpipes and related fire protection systems is desired.

Strong familiarity with boilers, water heaters and air handling equipment.

### Working Conditions:

Hazardous conditions exist when working with plant /machinery, asbestos, climbing and lifting.

## Plumber

The Lead or Master Plumber performs advanced (senior-level) installation, maintenance, and repair work of plumbing systems and components. He or She supervises, leads and coordinates and participates in the maintenance and repair of other maintenance, operation and repair of other FOM systems and fixtures. Primarily, hands on work involves assembling, installing, or repairing pipes, fittings, or fixtures of heating, water, and/or draining systems. Works under minimal supervision, with extensive latitude for the use of initiative and independent judgment.

### Essential Duties and Responsibilities:

- Essential Duties and Responsibilities include the following. Other duties may be assigned.
- Oversees and performs moderately technical and preventative maintenance tasks on all plumbing equipment.
- Performs troubleshooting and maintenance procedures needed to keep all plumbing equipment operating in a safe and efficient manner.
- Trains and monitors the work of assigned employees on plumbing and other maintenance and repair assignments; oversee and schedule the work of the contracted vendors for outsourced services; and inspects finished product.
- Assembles pipe sections, tubing, or fittings using couplings, clamps, screws, bolts, cement, plastic solvent, caulking, or soldering, brazing, or welding equipment.
- Installs pipe assemblies, fittings, valves, appliances, or fixtures using hand or power tools.
- Installs energy-efficient and water-conserving equipment and alternative water sources.
- Locates and marks the position of pipe installations, connections, passage holes, or fixtures in structures.
- Measures, cuts, threads, or bends pipe to required angles using hand or power tools or machines.
- Welds small pipes or special piping using specialized techniques, equipment, or materials.
- Inspects structures to assess material or equipment needs, to establish the sequence of pipe installations, or to plan installation around obstructions such as electrical wiring.
- Develops plans, materials and equipment specifications, and estimates for plumbing related projects.
- Prepares requisition orders for spot purchase of necessary materials and maintain inventory records of materials and supplies. Makes estimates related to time, materials, and/or labor costs for repair jobs or project plans.
- Prepares and completes appropriate documents, work orders, reports to include but not limited to documenting length of time spent on each job, materials used, and describing work completed.
- Develops plumbing activity and repair standard operating procedures.
- Conducts annual Backflow/RPZ inspections and testing.
- May travel to remote agency facilities to accomplish repair, renovation, or restoration tasks as assigned

### Work Environment

Typical Environments include Mechanical Boiler and Equipment Areas, and outdoors with a wide range of temperatures ranging from winter to summer and exposure to extreme hot water and steam production and control.

## HVAC Tech/Plant OP

Leads lesser skilled employees and participates/executes installation, operation, service and repairs to industrial and commercial HVAC systems by performing the following duties.

### Essential Duties and Responsibilities:

- Inspects HVAC systems and engineering plants and corrects campus wide equipment control deficiencies.
- Operates & maintains HVAC central plant equipment, including but not limited to chillers, absorbers, diesel generators, boilers, and associated equipment.
- Tours and monitors engineering plant and maintains required logs. Monitors pressure temperatures and other equipment parameters; performs preventive maintenance and repairs on HVAC systems and associated equipment.
- Performs preventive maintenance tasks to HVAC equipment
- Answers general repair and temperature service calls for facility.
- Monitors, troubleshoots and maintains control systems, including pneumatic, direct digital and hybrid systems.
- Make changes and monitors interior environments thru use of building management computer systems.
- Repairs and maintains other mechanical and physical plant systems, including motors, pumps, valves, steam operated equipment, compressors etc.

### Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to use hands to finger, handle, or feel and talk or hear.

The employee must regularly lift and /or move up to 10 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

### Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly exposed to moving mechanical parts.

The employee is frequently exposed to wet and/or humid conditions; high, precarious places; outside weather conditions and risk of electrical shock.

The employee is occasionally exposed to fumes or airborne particles; extreme cold; extreme heat and vibration.

## General Mechanic

Under minimal supervision, operates, maintains, services and repairs all electro / mechanical equipment on and in the campus facilities and any other related duties as may be required.

### Essential Duties and Responsibilities:

- Exercises competency in identifying and correcting HVAC / MEP equipment defects
- Operates, maintains and repairs all electro /mechanical systems on site. This would include HVAC equipment and controls, fan and blowers including troubleshooting of motors, heat exchangers, boilers, chillers, cooling towers, air-conditioning and refrigeration units (base diagnostics), pumps etc.
- Performs all PM Tasks as directed by existing CMMS and observations.
- Advises supervision of identified defects in equipment and any potential problems observed during their tour.
- Carries out various plumbing and general repair tasks – first responder duties.
- Maintains any equipment logs as dictated by management
- Assists other trades as needed.
- Keeps mechanical equipment rooms safe and clean.

### Physical Demands

While performing the duties of this Job, the employee is regularly required to walk; use hands to finger, handle, or feel and reach with hands and arms. The employee is frequently required to climb or balance; stoop, kneel, crouch, or crawl and talk or hear. The employee is occasionally required to stand and sit. The employee must regularly lift and /or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision - essential, peripheral vision, depth perception and ability to adjust focus.

### Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly exposed to risk of electrical shock. The employee is frequently exposed to moving mechanical parts and high, precarious places. The employee is occasionally exposed to wet and/or humid conditions; fumes or airborne particles; outside weather conditions and vibration. The noise level in the work environment is usually moderate.

## Electrician

Lead trades person, responsible for coordinating and participating in the daily efforts of the maintenance work force. Performs advanced (senior-level) electrical installation, maintenance, oversight, and repair work, and plans electrical systems additions or modifications on secondary circuits. Works on secondary electrical systems that are 1000 volts and below.

### Essential Duties and Responsibilities:

- Schedules work and supervises the activities of the assigned maintenance work force under the direction of the Facilities Director.
- Installs and monitors performance of installed electrical equipment for hazards, adjustments, or replacement.
- Repairs, installs, replaces, and tests electrical circuits, equipment, and appliances using appropriate tools and testing instruments.
- Leads, guides, and/or trains other electricians in applicable procedures and techniques.
- Repairs and maintains motor control centers and programmable logic controls (1000 volt and below).
- Plans electrical secondary system additions or modifications.
- May perform work of lower level electricians.
- Ensures proper care in the use and maintenance of equipment and supplies; promotes continuous improvement of workplace safety and environmental practices.
- Reads, employs, and updates electrical panel schedules.
- Performs miscellaneous job-related duties as assigned

### Physical Demands:

The physical and environmental demands described here are representative of those encountered and/or necessary for the employee to successfully perform the essential functions of this job; reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Ability to transfer weights of one hundred (100) pounds anticipated for this position

## Carpenter

Leads and participates in service, repair and construction of structural woodwork, partitions, doors, walls, furniture/fixtures and equipment within the account by performing the following duties.

### Essential Duties and Responsibilities

- Examines blueprints to determine dimensions of structure.
- Lays out floorplan and cabinetwork.
- Selects materials and structural units, such as lumber, prefabricated doors and cabinets of wood or plastic, and paneling, sheetrock and inspects them to ensure conformance with provisions of building code and local ordinance.
- Determines sequence of activities concerned with fabrication, assembly, and erection of structure.
- Assigns workers to such tasks as cutting material to size, building concrete forms, erecting wooden framework, and laying flooring.
- Inspects work performed by subcontractors, including ductwork, wiring, and pipe installations, to ensure conformance with specifications.
- Installs doors, installs locks and door hardware, builds stairs, and lays hardwood floors.
- Constructs and repairs sheetrock walls, soffits and partitions
- Installs glass in windows, doors, and partitions.
- Replaces damaged ceiling tile, wall tile, floor tile, (including VCT and ceramic) and wall coverings
- Supervises workers engaged in building timber structures such as cofferdams, trestles, and supports for concrete forms.
- Makes cost estimates for FOM Manager and client
- Interprets company policies to workers and enforces safety regulations.
- Recommends measures to improve production methods, equipment performance, and quality of product.
- Suggests changes in working conditions and use of equipment to increase efficiency of work crew or project.
- Analyzes and resolves work problems or assists workers in solving work problems.
- Initiates or suggests plans to motivate workers to achieve work goals.
- Estimates, requisitions, and inspects materials

### Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Often exposed to working at significant heights and ladder safety is a priority

While performing the duties of this Job, the employee is regularly exposed to fumes or airborne particles.

The employee is frequently exposed to moving mechanical parts; high, precarious places; outside weather conditions and vibration.

## Locksmith

Installs, repairs, rebuilds, and services mechanical or electrical locking devices by performing the following duties.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

- Disassembles locks such as padlocks, safe locks, and door locks, and repairs or replaces worn tumblers, springs, and other parts.
- Inserts new or repaired tumblers into lock to change combination.
- Cuts and or punches new or duplicate keys.
- Moves lockpick in cylinder or drills out cores to open door locks without keys.
- Opens safe locks by drilling.
- Keeps records of company lock codes, cores, locks and keys.
- Adheres to client security policies.
- Installs and services all types of doors including fire separation and standard classroom types.
- Works on panic devices and closers both automatic and manual. Keeps pull forces compliant on doors per ADA requirements
- Installs rated vision kits as dictated and permissible by code.
- Maintains hinges and ensures latching and smooth operation of all interior and exterior doors.
- Works on gates and barriers and works closely with security on access control actuators

### Supervisory Responsibilities

This job has no supervisory responsibilities. However, is expected to lead response effort upon occasion of lesser skilled service team members.

### Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to use hands to finger, handle, or feel. The employee is frequently required to walk and talk or hear. The employee is occasionally required to stand; sit; reach with hands and arms and climb or balance. The employee must regularly lift and /or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, color vision, depth perception and ability to adjust focus.

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is frequently exposed to moving mechanical parts. The employee is occasionally exposed to wet and/or humid conditions; fumes or airborne particles; outside weather conditions; extreme cold and risk of electrical shock.

## Roofer-Skilled

Covers roofs with roofing materials and systems including sheet metal, such as composition shingles or sheets, wood shingles, or asphalt and gravel, to waterproof roofs by performing the following duties.

### Essential Duties and Responsibilities:

- Cuts roofing materials and underlayment's and insulations to size and applies / bonds it to roof in overlapping strips to form base for roofing materials.
- Aligns roofing material with edge of roof, and overlaps successive layers, gauging distance of overlap with chalk line, gauge on shingling hatchet, or by lines on shingles.
- Applies composition membranes, coatings, shingles or sheets to roof with asphalt, , torch-down, cement / adhesives, or nails.
- Punches holes in membranes, bitumen slate, tile, terra cotta, or wooden shingles.
- Cuts strips of flashing and fits them into angles formed by walls, vents, and intersecting roof surfaces.
- Mops or pours hot asphalt or tar onto roof base when applying asphalt or tar and gravel to roof.
- Applies alternate layers of hot asphalt or tar and roofing paper until roof covering is as specified.
- Applies gravel or pebbles or walk pads over top layer.
- Constructs and attaches prefabricated roof sections to rafters.
- Attaches shingles to exterior walls and applies roofing paper and tar to shower pans, decks, and promenades to waterproof surfaces.
- Creates and installs pipe and other penetrations and other roof mounted structures pitch pockets, roof drains, and installs expansions joints, cap and Reglet flashing and counter flashing as required.

### Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly exposed to high, precarious places, fumes or airborne particles and outside weather conditions. The employee is frequently exposed to extreme cold and extreme heat. The employee is occasionally exposed to moving mechanical parts and toxic or caustic chemicals. The noise level in the work environment is usually moderate.

### Physical Demands

While performing the duties of this Job, the employee is regularly required to use hands to finger, handle, or feel and reach with hands and arms. The employee is frequently required to walk and climb or balance. The employee is occasionally required to stand; stoop, kneel, crouch, or crawl and talk or hear. The employee must regularly lift and /or move up to 100 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

## ABM Absenteeism policy

In order to properly handle staffing shortages due to illness, vacation or leaves of absence ABM utilizes a number of solutions.

ABM has established coverage strategies to help its employee's staff each site adequately at all times. Samplings of these strategies include:

- Establish a rover list of names and modify the list on a monthly basis
- Maintain 5-8% of the workforce as rovers on payroll to manage absenteeism
- Train staff in all positions
- Utilize overtime at the contractor's expense
- Utilize rovers and staff from within our shared District Managers other ABM K-12 accounts in the area.

In exceptional times, during an event that would affect our ability to staff the District to the level required, we may utilize staff from an account outside of the District's area as emergency backup.

# Attracting and Recruiting New Employees

Our promise to you is fulfilled by our people. Your expectations need to be met by custodians and managers who are willing and able to give their best, every day—which ABM’s employees have demonstrated consistently.

We attract, select and retain employees who will exemplify our core values—respect, integrity, collaboration, innovation and excellence—at every job site. We hire superior employees from diverse backgrounds, give them thorough training, encourage them to be accountable for their work and reward them for exceptional performance.

With well-managed people in the right jobs, GMSD benefits in many ways:

- Higher quality service
- Increased productivity and reliability
- Professional interaction with students, faculty and staff
- Reduced turnover, resulting in more familiar faces and more consistent service
- Lower costs as a result of a safer workplace

## Attract and Recruit

### Recruiting the best

Your district will be staffed by highly qualified professionals who were attracted to ABM because of our strong reputation for employee development and retention.

Your schools require personnel who are able to adapt to your culture and present themselves in a friendly, professional manner. That is why we make great efforts to recruit employees who don’t just match the job profile, but also will adapt to meet your schools’ needs and ABM’s culture of learning, teamwork and providing high-quality service.

## Screen and Select

### Careful selection to ensure safety and quality

The safety of your students is paramount. Through professional interviewing and selection processes, we select quality candidates who meet your needs. To that end, we provide a range of employee screening packages. We will conduct tiered screening based on our K-12 best practices and your district’s requirements.



Our screening packages can include any of the following:

- Standard background checks
- Criminal/sex offender background checks (CORI/SORI)
- Credit checks
- Drug screening (upon contract requirement)
- Professional certification checks
- Additional reference checks

## Train and Develop

### **An emphasis on safety and training**

To deliver you the reliable, high-quality service that you expect, we develop training programs and the national and regional level, and emphasize best practices and safety. For more detailed information, see the section titled “Training Program” in this proposal.

## Retain

### **Employee benefits and incentives attract and keep good people**

Maintaining a broad, competitive benefits program enables us to keep well-trained, experienced employees who are committed to your district and ABM. We provide you with the flexibility to personalize a benefit package that meets your cost objectives while still achieving a work/life balance for the employees.

Based on the terms of your contract or collective bargaining agreement requirements, the service workers staffing your facilities will be offered a selection of benefits that can include the following:

- Health and Dental
- Life Insurance
- Accidental Death & Dismemberment
- Paid Vacation
- Paid Holidays
- 401 (k)
- Anniversary Awards
- Workers' Compensation
- Employee Stock Purchase Plan

## Grow

### **Encouraging professional growth**

Another component of our retention program is the support we provide to employees as they grow in their careers. Your district will be serviced by employees who are allowed to grow, which typically results in higher productivity and better service quality. Our culture encourages each employee to openly communicate with his or her manager to develop a career path that builds on individual strengths. The quality of each individual employee's service continually improves because of the ongoing coaching facilitated by regular performance reviews.

# Background Checks

ABM partners with a third party to provide client specific, standardized, and comprehensive background checks and Social Security validation on ABM personnel, ABM service partners and their employees. This program provides our Human Resources and service partners with distinct web-based portal systems to request client-specific new employee background checks. These customized portals ensure that all of GMSD's contractual requirements are met. A repository of auditable data and proof of compliance is available for both ABM employees and ABM service partner employees. All of our background screening programs are fully compliant with the Fair Credit Reporting Act (FCRA).

## Background Screening with Sterling Talent Solutions

Hiring and onboarding the most qualified candidates quickly and efficiently to fill open positions is a top priority. ABM partners with Sterling Talent Solutions to provide reliable, fast, and compliance-focused criminal background checks.



By partnering with Sterling, we offer a variety of screening packages to meet your needs. Clients may choose from a range of Fair Credit Reporting Act (FCRA) compliant packages to suit their needs.

The basic Service Worker package covers the following searches:

- Social Security Number (SSN) Trace
  - Review and confirm up to 10 years of address history
  - Identify names and aliases associated with the social security number
  - Review any “also known as” names such as maiden names, nicknames, common misspellings and more
- Multi-State Criminal Database Check
  - Uses Name and Date of Birth (DOB) to scour thousands of aggregated sources, further expanding the list of criminal record search locations
- Department of Justice (DOJ) Sex Offender Registry Check
  - Searches the U.S. Department of Justice Sex Offender Registry, which includes real time listings of registered sex offenders in 49 states, offering complete and current reporting of any convictions and/or infractions
- Office of Foreign Assets Control (OFAC) Check
  - Supplies a watch list for potential threats to national security as identified by the
    - U.S. Treasury Department
    - Sterling Talent Solutions offers a comprehensive suite of criminal background checks powered by CourtDirect™, their exclusive, technology and fulfillment process providing:
      - Direct, automated access to more than 2,200 county, state, and federal U.S. courts
      - Their own team of trained court research specialists to prioritize and streamline criminal record searches
      - Continuous quality monitoring for greater accuracy
      - A secure, compliant, and efficient way to get results back 2 – 4 times faster than the industry average
  - 70% completed in the same day

Clients may choose from a wide range of packages and a la carte options to suit their needs.

On contractual requirements, applicants may be screened for alcohol and illegal drug use. In these cases, applicants will have authorized a drug test to be conducted in their employment documentation.

Testing is conducted through laboratories or clinics approved by the National Institute of Drug Abuse (NIDA), and usually consist of a five-panel drug screen but may include testing for a wider variety of drugs, if requested. All results are secured and kept confidential. Those applicants who successfully pass the screening process are offered employment on a 90-day probationary period, and then attend our new employee orientation.

## New Hire Training Checklist

<b>Name:</b>		<b>Date:</b>	
<b>Job &amp; BU #:</b>		<b>Supervisor:</b>	
<b>Job Title:</b>		<b>Service Line:</b>	
<b>Topics</b>		<b>Employee Initials</b>	<b>Trainer's Initials</b>
Safety Absolutes			
Th!nk Safe Process			
General Safety Rules			
Equipment Safety			
Housekeeping			
Material Handling/Back Safety			
Fall Prevention			
Basic Electrical Safety			
Personal Protective Equipment			
On the Job Injuries and Illnesses			
Bloodborne Pathogen Awareness			
Lockout/Tagout			
Fire Extinguishers			
Hazard Communication and Global Harmonization			

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Trainer's Name: \_\_\_\_\_

Trainer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Drug-Free Workplace

The decision to incorporate drug testing as part of ABM's Drug-Free Workplace Program was made only after careful consideration of many concerns. Testing is the only way to know with certainty whether someone has used drugs or alcohol. Drug and alcohol addiction are diseases which cause the abuser to deny the existence of the problem -- almost to the point of complete irrationality. Testing is a way to break through that denial in order to get an employee help before the problem progresses further.

The forms of testing employed may be by urinalysis (screen plus confirmation), breathalyzer, and/or blood tests to determine the presence of alcohol and/or drugs. ABM will test for drugs and/or alcohol in the following circumstances:

**Pre-Employment:** ABM shall not knowingly employ an individual who actively abuses any controlled substance or illegally used drug. Nor shall ABM knowingly employ an individual who actively abuses alcohol and would be unable to perform the job and/or is unable to demonstrate a history or effort to rehabilitate. Applicants will be advised in connection with their application for employment that they will be required to submit to a drug screen. Failure to consent to such a screen or a verified positive result will disqualify an applicant for employment.

**Reasonable Suspicion of Drug/Alcohol Use:** ABM shall test its employees for drugs and/or alcohol when a manager has reasonable suspicion of drug and/or alcohol use.

**Post-Accident Testing and Unsafe Practice:** Employees who in the opinion of a manager, cause, contribute to, are substantially involved in, or who through action or inaction aggravate an accident, will be subject to testing.

**Follow-Up Testing:** All employees referred by the Company to undergo treatment for substance abuse will be subject to unannounced testing for a period of two (2) years from the inception of the treatment program.

### ABM Drug-Free Workplace Program and Policies: Statement of Purpose

ABM is concerned about the negative effects that drugs and alcohol can have upon our employees' safety and health. We believe efficiency, security, safety, and our reputation can all be threatened by substance abuse. The illegal use of drugs and the abuse of alcohol lead to increased absenteeism, accidents and medical claims.

### Summary

The Company desires to ensure a safe, healthful and productive work environment. To do so, we have a Drug-Free Workplace Policy to assure, to the greatest extent possible, that we have a working environment free of the effects of drug use and alcohol abuse. The Drug-Free Workplace Policy applies to all employees and sets forth the Company's policies and plans regarding:

## Employee Assistance

The Company encourages early diagnosis and treatment for substance abuse and supports sound rehabilitation efforts. For those employees who follow a manager referral for treatment, they will be required to sign a rehabilitation agreement. Employees must comply with all of the established treatment conditions or the result may be termination. Employees are always required to meet the established standards of conduct and job performance, even during the course of substance abuse treatment. Neither voluntary nor management referrals for assistance prevent the employee from being subject to discipline.

## Prohibited Conduct

The Policy lists a number of examples of prohibited conduct, with obvious examples being using, possessing, manufacturing, distributing, selling or being under the influence of illicit drugs on Company property, on Company business, or during working hours. Unauthorized use or possession of alcohol or being "under the influence" of alcohol (defined as a blood alcohol content of .08% or higher) on Company premises or while on Company business, are also prohibited. In addition, refusing to sign when required by the Company's Policy the Drug-Free Workplace Policy Agreement, the Substance Abuse Testing Consent Form, the Laboratory Chain of Custody Form or the Rehabilitation Agreement will be considered a violation of the Policy.

## Consequences

Any violation of the Drug-Free Workplace Policy, even a first offense, is basis for disciplinary action up to and including termination. Particularly serious violations, such as selling drugs at the Company, will normally result in immediate termination. In addition to any disciplinary action for a violation of the Policy, or while such actions are held in abeyance, the Company may, in its sole discretion, refer the employee for assessment, counseling and/or to a treatment program.

## Testing

Testing is the only way to know with certainty whether an individual has drugs or alcohol in his/her system. For the safety of all our employees, the Company may test for drugs and/or alcohol in the following circumstances:

**Post-Employment:** When a person is offered a position.

**Post-Accident and Unsafe Practice:** When an employee causes, contributes to, is substantially involved in or, through action or inaction, aggravates an accident or incident.

**Reasonable Suspicion of Drug/Alcohol Use:** When the Company has reasonable suspicion that inappropriate behavior may be due to drug or alcohol use.

**Follow-up:** When the Company has referred an employee to counseling or rehabilitation under this Policy.

The Company has contracted with a drug-testing laboratory, which utilizes only the most accurate and reliable testing method available. Failure or refusal by an employee to cooperate with the Company's Drug-Free Workplace Policy or to submit to such a test when required under this Policy will result in disciplinary action.

## Confidentiality

All information concerning medical examinations, drug and/or alcohol testing results, and rehabilitation and treatment of an employee will be treated as confidential information. However, the Company reserves the right to use testing results to decide upon any action to be taken towards an employee, or to the extent necessary, to defend its actions in subsequent legal or other proceedings. *\*\*This document is only a summary of the Company's official Drug-Free Workplace Policy.*

# Employee Training and Development

We provide you with employees that have the training they need to successfully perform their duties in your schools, improve efficiency, and develop new skills. After completing training, all ABM employees understand that our services are centered on creating a clean and safe environment for your students. We emphasize a culture of ownership, which leads to higher productivity, quality and retention. Every ABM employee meets the following criteria:

- Technically proficient with chemicals, equipment and methods
- Familiar with the rules and regulations of your schools
- Thoroughly trained in job safety
- Committed to providing outstanding service

## New Hire Orientation and Training

During the start-up phase, our Project Managers and Supervisors conduct employee training sessions at one of your locations in a classroom setting. These sessions include site-specific rules and regulations, ABM policies and procedures and basic job training.

Training for service workers concentrates on specific work tasks. Our Supervisors demonstrate each task step-by-step, detailing the importance of each step along the way, and train them to perform visual inspections before completing work. The Supervisors also provide guidance to the service workers as they work.

Once initial training is complete, Supervisors perform recurring reviews to make sure that they are maintaining Southwest Local School District's and our standards. By empowering our employees with comprehensive training, we are able to minimize deficiencies and quickly identify opportunities for improvement.

## Recurrent Training Sessions

Our managers conduct recurrent training sessions for current and replacement employees at your site(s). These sessions are more technical in nature and concentrate on specific job tasks and duties, such as specialized certifications and interdisciplinary training. Employees are trained in groups specific to their function. Compliance is measured and tracked by attendance, job performance, tests, etc. to ensure all employees are receiving the proper level of training.

ABM provides ongoing support to our employees as they grow and develop in their careers. Our culture encourages each employee to openly communicate with his or her manager to develop a career path that builds on individual strengths and talents. Performance reviews further facilitate ongoing coaching and development so that each employee continues to prosper.



## Management Training

Satisfied and highly-trained employees who recognize the potential for career advancement are eager to serve clients with excellence. Training is an investment in our employees' – and company's future. We support our managers' continuing education efforts with training curricula and support related to a myriad of relevant topics, including:

- Business acumen
- Client service
- Communication skills
- Leadership and managerial development
- Employment law and supervisory skills
- Software training
- Professional association memberships
- Safety certification courses
- Conferences or seminars
- Key Control Procedures

Development opportunities such as the ones offered at ABM, help employees hone leadership, management and other skills that can be directly applied on the job. Thus, employees feel encouraged to move forward both personally and professionally. Our commitment to training helps the company retain top talent, which directly impacts ABM's, superior levels of quality, and client service that our clients expect and demand.

## Manager Development People Leader Playbook

People Leaders at ABM are managers and supervisors who have direct and frequent interaction with team members. Although there are differences in job responsibilities between operational and non-operational leaders, successful People Leaders demonstrate similar behaviors. The Playbook presents key actions developed through conversations with managers across ABM and consists of the actions our internal research found that successful People Leaders consistently demonstrate. ***We believe the Playbook will help our People Leaders see great results that directly impact our clients through higher team productivity, improved team member motivation and accountability.***



- Key control policies and procedures
- Proper use of tools and equipment

## Chemical Safety & Training

In addition to ensuring that we provide products that are safe to use and are environmentally friendly we also assure the following:

- Proper Product labeling
- All products have easy to read labels that surpass OSHA standards are laminated to ensure durability.
- Products are assigned a numeric and color-coded identifier to aid employees in recognizing the product.
- Telephone numbers are provided to allow the employees to call with questions and/or address any emergency question 24 hours a day.
- Chemical Specific Training for All Employees
- Chemical training includes but is not limited to:
  - School Maintenance DVD Training Videos
  - Accessible Safety Data Sheets. SDS are maintained at each work site in addition to being available at any time by contacting our Supply Division directly.

## Safety Training

ABM Safety Services administers the safety communication program, which includes safety training materials in compliance with government requirements for employee notification. Each month, service workers are trained on a different topic. The training is provided by various departments to ensure that it is comprehensive.

ABM's DVD presentation training has a heavy emphasis on performing work in a safe manner. Topics covered include employee professionalism, PPE utilization, HazComm, SDS, ABM cleaning products, and corrective action for violating safety policies and rules. This training program is implemented on an on-going basis using hands-on practice; personal, videotape and classroom instruction; seminars and on-site training meetings.

Current topics include:

- Safe Driving
- Blood-borne pathogens
- Electrical safety
- HazComm
- Ergonomics
- Ladder safety
- Fire safety
- Hand and finger safety
- Back injury prevention
- Asbestos awareness
- Accident prevention
- Basic first aid
- Emergency evacuation
- Personal protective equipment
- Lockdown procedures (site specific)

## Managing Risk through Safety Programs

Safety is the cornerstone of ABM's operations. As part of the **ABMWay**, our documented processes designed to ensure success for our customers, employees, and company, we are committed to fostering a safe working environment for every employee at all locations we service, every day. It is our responsibility to embrace the ABM ThinkSafe culture and proactively prevent, detect, and correct any safety or risk concern that may arise. ThinkSafe is an ABM program that promotes the idea that all workplace accidents are preventable – if you make focusing on safety an integral part of your day. At ABM, we strive to create a world-class culture in all we do, and safety is a vital part of that objective.

At ABM, Risk Management consists of both Safety and Claims Management, working jointly with Operations, to ensure the safety and well-being of our employees, our customers, and our customers' clients.



It is ABM's policy to:

- Maintain a safe workplace for its employees
- Use methods and processes to protect our employees and the public and to prevent damage to property and the environment
- Maintain and enforce a program to fulfill this responsibility

To ensure common goals and objectives, both Safety and Claims Management report to the Vice President of Risk and Safety. We have a team of dedicated safety professionals that liaise with our Branch Operations to ensure the ABM safety culture is forefront in our employees' minds – every day. Each industry group is supported by dedicated safety professionals who are familiar with their work.

### ThinkSafe Programs

To reach approximately 110,000 employees, we have developed the following programs that are the cornerstone of ABM's ThinkSafe Program:

- **Moment for Safety:** Every day at ABM, our managers share a **Moment for Safety** with their teams. It promotes employees' safety awareness to the specific topic of the day and sets their minds to carry out their tasks safely.

Examples of **Moment for Safety** topics include:

- COVID-19 Topics
- How to Avoid Accidents
- Safe Lifting Techniques
- Hand Protection
- Ladder Safety
- Fire Safety
- Slips and Falls
- First Aid
- Personal Protective Equipment
- Machine Guard Use
- Power Truck Safety
- Lock Out for Safety
- Learn from Near-Accidents



- **Safe Work Observation Program (SWOP):** are designed to foster management engagement and ownership in Safety and Risk. Leaders conducting the tours include Branch Managers, Regional Vice Presidents, Regional Operations Managers, industry group and C-suite executives. These tours are designed to enhance the understanding of employees' daily tasks and promote dialogue about safety and safe working environments. They also visibly demonstrate ABM's commitment to the safety and welfare of our employees.



- **Empowerment of Field Locations:** Every operations manager, supervisor, and site lead, together with all employees, is a crucial part of ABM's Injury and Illness Prevention Program. The aim of this program is to:
  - Provide safety orientation training for all new employees
  - Train employees in the procedures and practices that would keep them safe
  - Conduct site safety inspections
  - Perform hazard assessments to identify safety system and process deficiencies
  - Take proactive actions to mitigate identified hazards
  - Perform and document safety work observations
  - Provide necessary documents to injured employees; arrange for their timely medical assistance; and expedite their return to work
  - Conduct thorough investigations of incidents and implement preventive actions

These programs have been embedded into ABM's culture and provide opportunities to minimize injuries and property damage. When incidents do occur our risk management programs become essential to get employees back to good health and back to work as quickly as possible. Our Safety and Risk Management teams have developed powerful tools to identify and mitigate hazards and other risk-related issues.

## Risk Management Resources and Programs

As an ABM client you'll have resources to depend on, including specialists in safety, training, prevention, workers' compensation, Sarbanes-Oxley (SOX), liability, claims and insurance management. To manage the safety of your site and stay ahead of the latest safety procedures, ABM's Safety Committee meets monthly to:

- Report on training, inspections and incidents
- Revisit safety objectives and loss prevention goals
- Provide recommendations for the prevention of future incidents
- Review monthly Branch Safety Reports

Below are a few of the primary tools we use to teach safety awareness and manage performance:

- **COVID-19 Exposure Control Plan:** This plan offers enterprise-wide protection of our team members and the public to reduce COVID-19 exposures, and to be the model of excellence in workplace safety and health. It includes the development of program standards to ensure compliance with guidelines established by the Occupational Safety and Health Administration (OSHA), the Center for Disease Control and Prevention (CDC), as well as State Reopening Guidelines.
- **ABM Safety and Health Manual**
- **Safety Communications**
- **OSHA Injury and Illness Recordkeeping**
- **Loss Control**
- **Motor Vehicle Record (MVR) Check and Driver's Alert Programs**
- **Safety Hotline**
- **Telematics**
- **Stay-at-Work Program**
- **Safe Work Observation Process (SWOP)**
- **Safety Training Videos**
- **Medical Evaluation**
- **National Clinic Program**
- **Telephone Nurse Case Management (TCM)**



## ABMUniversity

We utilize our own online training platform for new team member onboarding and staff development called *ABM University*. The *ABM University* platform enables management and hourly staff to access a comprehensive variety of service-specific and career development training courses and curricula.

Management dashboards provide leadership with a quick look at individual progress via a Training Plan Progress Chart. We design a specific training plan for each team member, affording continuous on-demand training throughout the year.

Team member portals grant access to testing and assessments in a “Netflix” style course catalogue (thumbnail view). Topics include safety, infection control, and general cleaning techniques, clean-room techniques, maintenance, and many more service-line subjects. Team members can provide feedback and rate the courses they take to help us provide the most effective training possible.

Whether self-directed or done in small workgroups, *ABM University* helps team members stay certified, compliant, and ready to expand their skill sets. These learning opportunities have a tremendous positive impact on team member engagement and organizational performance. We continuously update and add new videos throughout the year to stay current with the most up-to-date materials/topics specific to job functions and infection prevention/control practices.

**Learning Progress**

Category	Progress
Enrolled Courses	89% Complete
Curricula Progress	100% Complete

[View Learning History](#)

## Training Frequencies

The following training courses are conducted by a Lead Manager in the following departments: Operations, Safety, and Human Resources.

Training Topic	Frequency	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Attitude/Behavior	Quarterly		●				●				●		
Cleaning Professionalism	Quarterly	●				●				●			
Drug & Alcohol Abuse	Quarterly			●				●				●	
Harassment Prevention	Quarterly				●				●				●
Quality Customer Service	Quarterly		●				●				●		
Restroom Cleaning & Maintenance	Semi-Annually					●							●
Spill Clean-up	Semi-Annually						●					●	
Baseboards	Annually									●			
Be Safe & Lift Properly	Annually		●										
Bio-hazards	Annually			●									
Carpet Cleaning	Annually					●							
Chemical Safety	Annually	●											
Classroom Training	Annually				●								
Communicable Diseases	Annually							●					
Communication	Annually								●				
Corrective Action	Annually												●
Damp Mopping	Annually										●		
Effective Barricading	Annually				●								
Floor Finishing	Annually						●						
Floor Mats	Annually									●			
Floor Stripping	Annually						●						
Key Control Policy	Annually	●											
Lifting & Back Safety	Annually										●		
PPE	Annually							●					
Security & Awareness	Annually			●									
Speak Up About PPE Problems	Annually											●	
Trashing & Waste Management	Annually								●				
Upright & Backpack Vacuuming	Annually		●										
Windows & Mirrors	Annually					●							

# Personnel Policy Handbook

Please note relative to the Affordable Care Act and its costs:

Although mandatory cost increases may occur (outside of ABM's control), ABM will make every effort to develop and present recommendations for Germantown Municipal Schools for your consideration along with any requests, which if approved can offset some or all of the costs presented.

ABM is fully compliant with the Patient Protection and Affordable Care Act. At this point, the requirements of the ACA and its costs are fully realized in our proposed pricing.

## Uniforms — Yours or Ours

People in your facilities will always be able to recognize the custodial services staff because they'll proudly be wearing either the ABM uniform or a special uniform chosen to reflect the character of your county. The professional image of our service employees is just one more way ABM works to enhance the overall image of your facilities. We understand that establishing an identity and presence at your sites is imperative as security has become heightened in recent years.

The power of a uniform doesn't stop there. It also gives our service employees a greater sense of responsibility and accountability. They are required to keep their uniforms looking clean and presentable.

Our agreement with Cintas, a leader in the uniform industry and ABM's primary supplier, enables us to provide you with an array of well-made, high-quality apparel to choose from.

For this proposal, the uniforms will be ABM branded uniforms that can include:

- Work shirts, knit polo shirts, slacks and trousers
- T-shirts



# Benefits Summary

With an array of plan offerings, ABM is flexible and offers a choice of benefit packages in order to meet your desired cost and retention objectives. Depending upon eligibility and contract requirements, ABM offers some or all of the following benefits to its employees:

Front-Line Team Members Non-Core Benefit Offerings	
Waiting Period	60 Days
Enrollment Deadline	30 Days from Hire Date
Coverage Effective Date	1st of Month following 60 Days
Unless otherwise noted, both full-time and part-time team members are eligible for the below benefits and employees pay 100% of the premium.	
<b>Medical</b>	
UHC Bronze (In-network only)* <b>Minimum Essential Coverage (MEC) Plans</b> Bay Bridge Basic Bay Bridge Essential Bay Bridge Essential Plus Bay Bridge Essential Premium**	
<b>Dental</b>	
MetLife Basic	MetLife Premium
<b>Vision</b>	
EyeMed	
<b>Tax Advantage Plans</b>	
Health Care FSA	Commuter Transit & Parking
<b>Voluntary Plans</b>	
Life & AD&D Accidental Injury Short Term Disability	Hospital Indemnity Critical Illness Identity Theft Protection
<b>Fringe Benefits</b>	
Gympass offers discounted gym memberships. Marketplace Mall offers discounts on a wide-variety of goods and services. No monthly premium. Employee pays for purchases. Employee Stock Purchase Plan provides team members with the ability to become owners of the company by purchasing ABM stock at a discount.	
<b>Footnotes</b>	
*Only full-time team members are eligible for this plan and the rate is shared between team member and employer. **For full-time team members, the rate is shared between the team member and employer; part-time team members pay 100% of the premium.	



## Employee Discount Program

ABM believes that our employees are our most valuable asset. We want to help them take care of themselves and their families. In addition to a comprehensive selection of employer health and wellness benefits, we've partnered with some of the biggest names in retail to provide our employees with significant discounts on the services and products they use every day.

# BENEPLACE

<b>Insurance</b> <ul style="list-style-type: none"> <li>• Annuities</li> <li>• Auto &amp; Home</li> <li>• Long-term Care</li> <li>• Pet Insurance</li> </ul>	<b>Education</b> <ul style="list-style-type: none"> <li>• Brain Games</li> <li>• Test Prep</li> <li>• Tuition Savings</li> </ul>	<b>Financial Tools</b> <ul style="list-style-type: none"> <li>• Banking</li> <li>• Credit &amp; ID Protection</li> <li>• Financial Planning</li> <li>• Student Loan Refinancing</li> </ul>
<b>Automotive</b> <ul style="list-style-type: none"> <li>• Financing / Refinancing</li> <li>• Parts &amp; Accessories</li> <li>• Auto Purchase Programs</li> <li>• Auto Services</li> </ul>	<b>Electronics</b> <ul style="list-style-type: none"> <li>• Audio / Video</li> <li>• Cameras</li> <li>• Computers</li> <li>• Software</li> </ul>	<b>Retail</b> <ul style="list-style-type: none"> <li>• Books &amp; Magazines</li> <li>• Perfumes</li> <li>• Jewelry &amp; Cosmetics</li> <li>• Shoes &amp; Clothing</li> </ul>
<b>Dining &amp; Grocery</b> <ul style="list-style-type: none"> <li>• Food &amp; Water Delivery</li> <li>• Grocery</li> <li>• Wholesale Clubs</li> <li>• Gourmet Foods</li> <li>• Restaurants</li> </ul>	<b>Entertainment</b> <ul style="list-style-type: none"> <li>• Theme Parks</li> <li>• Movie Tickets</li> <li>• Live Events</li> <li>• Tourist Attractions</li> </ul>	<b>Sports &amp; Outdoors</b> <ul style="list-style-type: none"> <li>• Camping Gear</li> <li>• Recreation</li> <li>• Ski Tickets</li> <li>• Sports Tickets</li> </ul>




## Company Compensation Package

Employee compensation has many components. ABM includes the following items for salary positions:

- Salary – or base wage
- Medicare/FUI/FUTA/SUI/SUTA
- Local Tax/Property Liability/Damage
- Workers Comp
- Medical/Dental/Life/AD&D
- 401k
- Training

Employee retention strategy, as it relates to employee compensation: ABM estimates salaries or base wages on a market survey, which is done at the local city level, specific position and level of the position or experience.



Bonuses at management level positions are included in the estimate/pricing as it ensures that ABM can hire and retain the employees, especially at these critical positions. These bonuses depend on company overall status and the specific account status.

For all positions, ABM believes in market rates that are based in the specific city, due to potential demand of a position. ABM also reviews the average rates as well as various percentiles of salaries within the position category. Another factor that the market survey incorporates is the skill level and the industry that the position will fit in.

ABM recognizes the importance, contribution and performance of its employees in achieving and supporting the organization's mission and goals. The company's compensation programs are designed to create an environment that will:

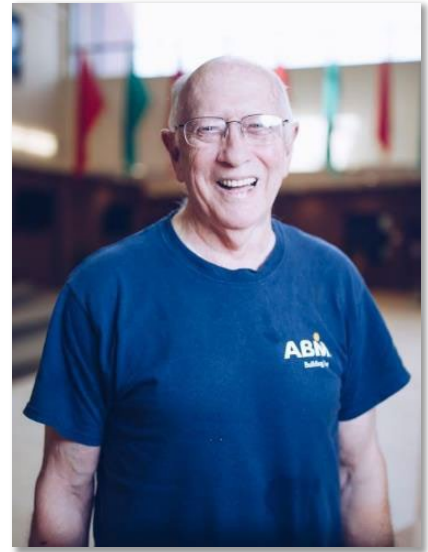
- Attract, develop, retain, motivate and reward high quality employees
- Provide compensation levels competitive in the labor market
- Reward employees based on individual and team performance toward the achievement of ABM's strategies and goals
- Emphasize performance measures and standards which will sustain and increase ABM's growth and profitability
- Continually evolve to enhance flexibility in recognizing the diverse needs of employees and the changing business environment
- Comply with all federal, state and local laws

Pay rates are driven mostly by market demand. However, ABM is uniquely positioned to advise its clients on appropriate wages because we possess extensive market data categorized by job responsibility. Our focus is recruiting the right candidate and continuing to better understand the required skills to perform the job. Most efficiencies are identified through matching candidates with the right levels of skills. ABM's most important asset is its employees. ABM's retention related strategies come in the form of our employee benefits packages. Therefore, we offer generous benefit options to attract and retain the best employees for the job. This ensures Germantown Schools facilities are staffed with well-trained, experienced staff committed to their work.

## Employee Recognition & Incentives

ABM's Employee Recognition Programs are designed to recognize outstanding employees, improve job performance and satisfaction, and create a positive working environment. Most often formulated and executed at the regional or site level, Employee Recognition Programs are based on quality rating measurements, attendance, and other key service measurement criteria. The result is an incentive program intended to encourage and promote quality and reduce employee turnover. Below are some examples of programs ABM utilizes at client locations:

- Employee of the Year Awards
- Service Awards Based Upon Length of Service
- Customer Service Awards
- Attendance Bonuses
- Suggestion Bonuses
  - Safety
  - Process Improvements
  - Productivity Improvements



Another key motivator and incentive for employees to stay with ABM is the company culture of promotion from within. Many of our middle and senior managers began their careers at ABM as service workers or front-line supervisors.

## Customer Service Awards

The Education Division has a unique employment recognition plan in place in which employees are rewarded with their choice of various ABM branded items at designated years of service. These items include ABM branded tumblers, Bluetooth speakers, hoodies/jackets, duffel bags, water bottles, gift cards and many other items. The service awards are distributed at 1, 5, 10, 15, 20 and 25 years of service. In addition to ABM branded items, employees receive service plaques at 10 years+ and handwritten notes from various levels of management throughout the program. A banquet is held annually to recognize employees hitting major service milestones. ABM provides a yearly luncheon for employees, safety incentive programs and monthly contests tailored to achieving district goals. Additionally, employees receiving compliments from teachers, principals, third parties etc. will be entered into a monthly drawing in which they will win various prizes.

At ABM we also believe in recognizing talent and promoting from within. ABM offers a program called STAMP which prepares hourly services workers to take the next step into a management role whether it be with ABM or another company. This program focuses on developing an hourly employees' customer services skills, time management, delegation capabilities, management style and various other professional skills. We have managers at all levels of the organization who began as hourly service workers and have gone through various ABM programs and been promoted to the position they are in now.

## Employee Engagement

The continual improvement of our employees through training is of utmost importance to ABM. As changes occur in the custodial services industry, ABM identifies both internal and external opportunities for improvement through training. We believe that to achieve excellence in service quality we must provide extensive training to all of our employees and establish training requirements for all contractors. Our training goal is the ongoing enhancement of work force productivity, safety, security, and stability. This will be achieved by developing an experienced, capable pool of promotable employees and providing clearly defined career paths.

Through ABM's internal training programs, considered some of the industry's most comprehensive for Facility Management training and career development, we provide a full range of courses to enhance individual and team success. We encourage employees to pursue a continual process of self-improvement with the aim of outperforming expectations. We support this through a strong commitment to continuous learning, which comes in many forms. Some examples include internal training courses, online training courses offered monthly and semi-annually and annual Core Curriculum Requirements.

Our Management Training Program provides future managers with training in a structured and flexible environment, while integrating them into ABM's operations. To ensure that each trainee is well-groomed to be a successful leader at ABM, this three-month program teaches future managers the necessary skills and core competencies such as leadership, communication, safety, quality, customer service, operations management and continuous improvement. Training is delivered in a blended approach including classroom facilitation, self-paced learning, online trainings and on-the-job training with ABM's Management Team. Upon successful completion of the program, trainees will enter into the Mentorship Program for an additional three months to continue their learning.

To remain at the forefront of the industry in training and educating employees, it is critical that the core curriculum for ABM's training program be current and relevant. Our success depends upon continuous growth in skills and knowledge. Our goal is to provide a superior level of expertise and become one of the most valued Integrated Facility Service resources for our customers.



**ABMCares Program**

The **ABMCares** program encourages and supports ABM employees to volunteer, donate and participate in wellness activities so they can Make a Difference, Every Person, Every Day. Our business needs to positively impact the communities where we live, work and play. Many of our employees are already doing this by volunteering for local charities and organizations, and we want to support the charitable causes that are important to them and Hamilton County Schools.

## ABMCares

*Community. Philanthropy. Wellness.*

Through ABMCares, we are doing just that by offering additional benefits to our staff and management employees, including:

- A matching program for charitable donations
- A paid day off to volunteer
- Donations to the charity of their choice for every 10 hours volunteered.



### III. Staffing Recommendations for Project

Below is our proposed staffing recommendations for Germantown Municipal Schools including role, number of hours and shifts:

Job Title	Shift -Full Time (1 <sup>st</sup> , 2 <sup>nd</sup> 3 <sup>rd</sup> )	PT/FT	Hours	Days/Yr
Director of Operations	1st	F/T	6:30a-3:00p	260
Administrative Assistant	1 <sup>st</sup>	F/T	6:30a-3:00p	260
Preventative Maintenance Tech	1st	F/T	6:30a-3:00p	260
Plumber	1st	F/T	6:30a-3:00p	260
HVAC Tech/Plant OP	1st	F/T	6:30a-3:00p	260
General Mechanic	1st	F/T	6:30a-3:00p	260
Electrician	1st	F/T	6:30a-3:00p	260
Locksmith	1st	F/T	6:30a-3:00p	260
Carpenter	1st	F/T	6:30a-3:00p	260
Roofer-skilled	1st	F/T	6:30a-3:00p	260

ALTERNATE STAFFING PLAN				
Job Title	Shift -Full Time (1 <sup>st</sup> , 2 <sup>nd</sup> 3 <sup>rd</sup> )	PT/FT	Hours	Days/Yr
Director of Operations	1 <sup>st</sup>	F/T	6:30a-3:00p	260
Administrative Assistant	1 <sup>st</sup>	F/T	6:30a-3:00p	260
Plumber	1st	F/T	6:30a-3:00p	260
HVAC Tech/Plant OP	1st	F/T	6:30a-3:00p	260
General Mechanic	1st	F/T	6:30a-3:00p	260
Electrician	1st	F/T	6:30a-3:00p	260
Locksmith/Carpenter	1st	F/T	6:30a-3:00p	260

---

*This page left intentionally blank.*

# IV. Project Plan

## Planning for a Seamless Transition

Throughout the years, we have successfully transitioned hundreds of school systems and thousands of schools to our industry-leading programs from self-performed services. In such uncertain times in the education world, changing from in-house services to contracted services can bring hesitations. With hundreds of educational institutions as our current clients, we are well versed in the potential challenges and logistics of transitions and we can anticipate any issues that may arise and move quickly to resolve them. Your transition process will be painless because we identify your service needs, select the appropriate personnel, create a detailed implementation plan, and communicate it to everyone involved. Our teams will work to create a smooth start-up, free from time-consuming disruptions.

## Estimated Timeframe

Our service start-up plan customarily takes place during a four- to six-week period and typically starts within 30 days of an award.



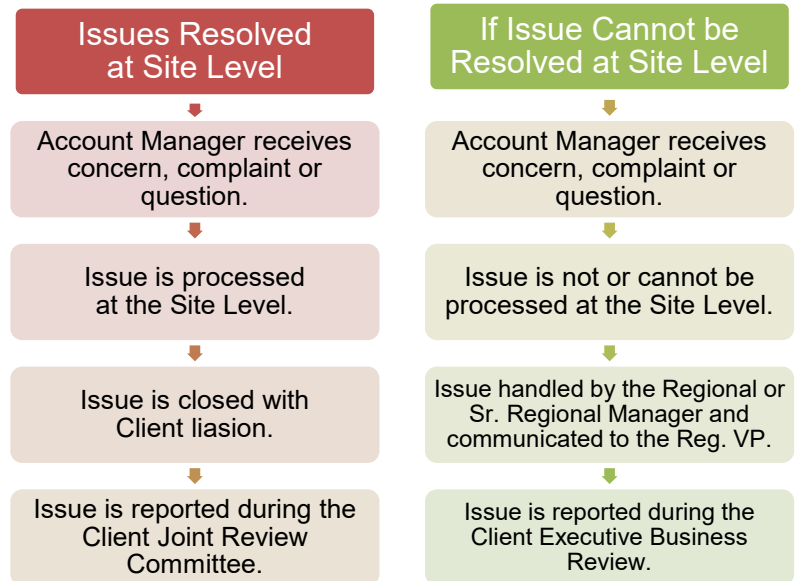
## Support and Coordination

We will establish a dedicated team to implement the client’s specific program. The transition team remains in place until the planned level of service is achieved and contractual objectives are met. The team will work with Germantown Municipal School District’s designated Account Manager to implement the transition plan.

## Issue Resolution & Communication

In our years of experience, we've learned that the key to a successful transition is clear, ongoing communication of expectations, objectives and outcomes with all parties involved, particularly with management at all levels on both sides. Our standard order of operations regarding any issues that need resolution is depicted to the right.

***From the beginning, we will hold regular meetings with you to discuss all phases of the transition, identify best practices and implement them, as needed. We will survey everyone on your staff who will be affected by the transition to address key concerns.***



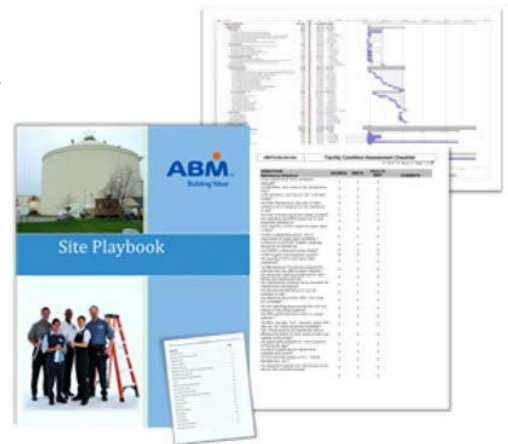
Germantown Schools Administration									
Topic	Frequency/Formality						Protocol		
	DI	DF	WI	WF	MI	MF	Daily	Weekly	Monthly
Service Issues	●	●	●	●		●	Informally (DI)	Informally (WI)	Informally (MI)
Vehicle Maintenance			●			●	<ul style="list-style-type: none"> <li>Voice Mail</li> <li>E-mail</li> <li>Verbally</li> <li>Phone</li> </ul>	<ul style="list-style-type: none"> <li>Impromptu Meetings</li> <li>General Discussions</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
Employee Status	●	●		●		●			
Training				●		●			
Repairs	●		●	●		●			
Special Projects	●			●		●	Formally (DF)	Formally (WF)	Formally (MF)
Service Level Agreements					●	●	<ul style="list-style-type: none"> <li>Supervisor's Report</li> <li>Fax</li> <li>E-mail</li> </ul>	<ul style="list-style-type: none"> <li>Campus Summary</li> <li>Faxed</li> <li>E-mail</li> <li>Management Meetings</li> <li>Presentations</li> </ul>	<ul style="list-style-type: none"> <li>Management Meeting (by site)</li> <li>Safety Update</li> <li>Service Ret</li> <li>Presentation</li> </ul>
Safety	●	●		●		●			
Feedback	●		●	●		●			
Uniform/Equipment			●			●			
Recruiting	●			●		●			
Incentives				●		●			
Escalations	●	●		●		●			

## Our Transition Program

Our transition program is fully customized for each of our clients to ensure the project’s start-up goes smoothly and is free from time-consuming miscommunications and disruptions. On contract award, our transition team’s initial activities will be to set up a kick off meeting to identify service needs, review roles and responsibilities, select the appropriate personnel, create a detailed communications and implementation plan, and share it with the client’s and ABM transition teams.

### Benefits of our Transition Process:

- Clear assignment of accountability at each stage – getting off on the right foot, right from the start
- Presentation of key contractual compliance requirements to the local management team
- Development of a centralized repository of all transition documents made accessible to all ABM stakeholders
- Development of an **Operations Playbook** for each site. The **Playbook** includes step-by-step instructions for how each service delivery program should be delivered and managed to create consistency, efficiency, and success.



We work collaboratively with the client’s team every step to ensure the project’s success. With guidance from our Center of Excellence, which houses pertinent information regarding the best in industry practices, the transition team develops a plan based on our understanding of the scope of work, contract, performance and quality goals, sustainability standards and other client requirements. Simultaneously, we begin the process of recruiting, hiring, training, setting up technological tools, verifying legal requirements and qualifying subcontractors (if applicable).

## Operations Playbook – the ABMWay

Before the official start of service, the transition team ensures that the client’s team has clear lines of communication with their ABM counterparts. All information related to the implementation of services is contained in the **Operations Playbook**, as part of the **ABMWay**. This manual will be centrally stored on a secured SharePoint® website so ABM personnel can review and update the program in real-time. These detailed SOPs strengthen site operations by documenting and communicating corporate standards that will reduce any liability of non-compliance and allow the organization to benchmark best practices internally based upon the agreed upon Key Performance Indicators (KPIs). This allows us to optimize resources, improve performance and minimize expenses. Once the program is up and running, we will follow up with the client’s team to identify any outstanding issues, address any pending concerns and ensure the client’s complete satisfaction with the transition.

## Start-Up Plan

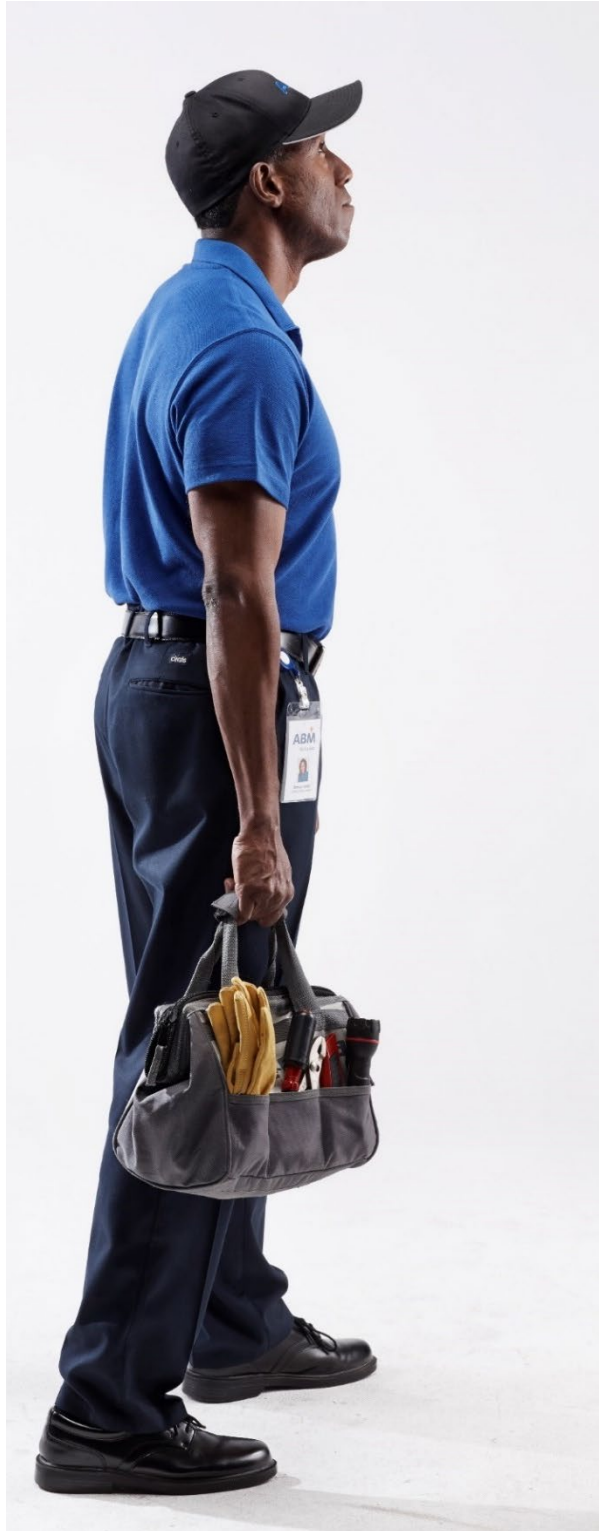
Below is an example of a start-up plan, showing how we become an integrated part of your workflow. As we move forward, we will provide a more detailed and customized plan. Once the plan is finalized, we complete your transition timetable, identifying each task, who owns it and its expected completion date.

Pre Start-Up										
Tasks & Assignments		01-Jul	08-Jul	15-Jul	22-Jul	29-Jul	05-Aug			
<b>Contract, Insurance, Licenses</b>										
1	Contract review and negotiation									
2	Finalize contract with Client									
3	Order insurance certificate									
4	Submit new business set up documentation									
5	Summarize all final contract details and review with team									
6	Ensure all licenses are in place									
7	Meet with Client stakeholders as required to outline processes and discuss draft of transition plan									
<b>Human Resources</b>										
1	Meet with Client senior leadership to develop appropriate communication plan for new hires from existing employees									
2	Obtain current employee roster from incumbent company									
3	Meet with Client facility stakeholders to begin employee orientation protocols									
4	Plan any required job fairs in coordination with Client									
5	Work with Client to assist with communicating times and locations of job fairs as applicable									
6	Ensure human resources job fair team plan and coordinate staffing of job fair locations									
7	Conduct background checks for new ABM hires									
8	Employee roster development and initial job scheduling									
9	New employee paperwork completion and submission to human resources									
10	Meet with current employees to conduct initial orientation to ABM									
11	Job descriptions reviewed/presented to employees									
12	Introduce and train employees on daily time keeping procedures									
13	Establish individual staff training records									
14	Implement training programs									
15	Establish employee recognition program									
16	Complete orientation checklist									
17	Plan and schedule initial training, safety awareness, safe equipment handling, PPE distribution									
Tasks & Assignments		01-Jul	08-Jul	15-Jul	22-Jul	29-Jul	05-Aug			
<b>Office and Administrative Set Up</b>										



Tasks & Assignments		01-Jul	08-Jul	15-Jul	22-Jul	29-Jul	05-Aug
<b>Custodial Program</b>							
1	Obtain floor plans for each building						
2	Write and implement task assignments for each building						
3	Write and review lock out-tag out procedures						
4	Conduct inventory and assessment of paper towel/toilet tissue/soap dispensers						
5	Receive equipment/distribution						
6	Inventory and tag all ABM capital equipment						
7	Implement operational log books						
8	Implement training programs						
9	Implement Safety Tips of the week						
10	Standard operating procedure implementation and roll out to team						
11	Plan initial labor scheduling for summer programs						
12	Ensure all equipment and supplies on ordered, received and pre-positioned						
<b>Summer Cleaning</b>							
1	Plan initial labor scheduling for summer cleaning program						
2	Prepare scope of work orientation and standard operating procedures						
3	Review plans and scheduling with Client coordinators on a weekly basis then daily during summer season						
<b>Germantown Schools Sponsored &amp; Hosted Events</b>							
1	Review Client Events Calendar on a continuous basis						
2	Review and plan pre, during and post event support						
3	Plan initial labor support scheduling						
4	Monitor Events Calendar on a continuous basis throughout the year						

## Facilities Operations & Maintenance Approach



We understand K-12 school districts are faced with many challenges today, including rising energy costs, shrinking resources, decreased funding, aging buildings and reduced building efficiency. Our objective is to provide Germantown Schools with solutions to efficiently maintain your facilities while providing cost savings. We are here to help. Whether you need professional engineers or skilled technicians, we provide solutions that will keep your district running smoothly.

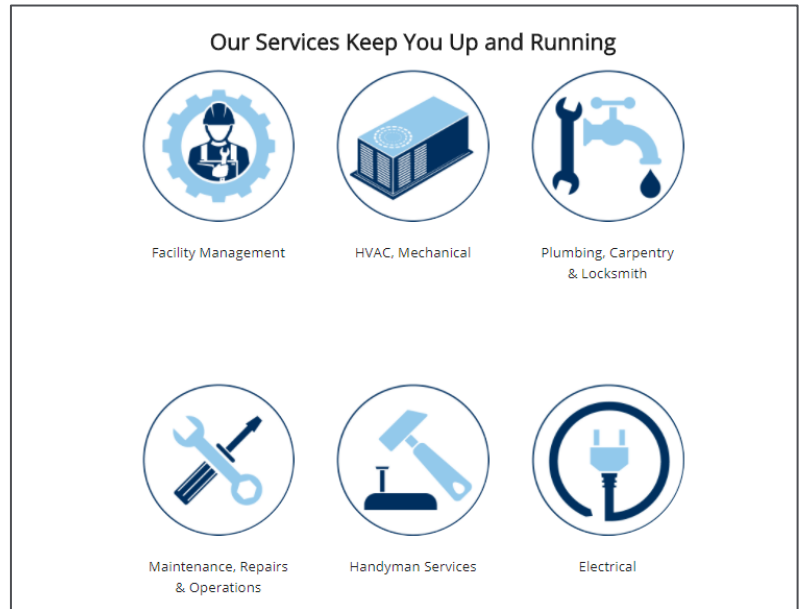
***We know that high performing facilities drive the most savings and provide a safe, clean, comfortable and energy efficient learning environment. These savings can then be reallocated into your district where you need it most.*** Our facilities operations and maintenance services program are designed to build value for our clients and provide solutions that help facilities operate at peak efficiency. We do this by providing our skilled and knowledgeable maintenance technicians and building engineers with superior technology, training and support. We leverage technology to share best practices across our team of 7,200 technicians throughout North America.

Our reputation as the premier service provider in our industry is partly based on our proven process for creating innovative building management and energy efficient programs. We can certify each site under the ISO-9000 program to ensure that our clients receive consistent, high-quality service. Our clients enjoy best-in-class offerings that include plumbing, HVAC, general maintenance, and technical operations services.

## FOM Through Preventive Maintenance

From initial asset tagging and historical analysis of facilities to periodic inspections and scheduled maintenance, our industry leading FOM program incorporates a **cohesive, proactive approach** based on effective preventive maintenance and planning. Our program is designed to improve operating efficiencies, maximize usage of assets and control maintenance costs. It will provide the financial equilibrium to maintain buildings and equipment as they age and improve the overall climate in your facilities.

An effective Preventative Maintenance program requires a comprehensive inventory of all equipment requiring periodic service, tagging of these assets with a unique identifier and establishment of an equipment database. The equipment database is a live resource that demands updating, requiring proper staffing, system maintenance, and enhancement.



We believe that a comprehensive preventive maintenance (PM) program is essential in assuring reliable operation of facility equipment and systems and for maintaining the value of the district’s assets. A well-defined PM program also provides detail to assure that periodic inspections and maintenance services are completed as efficiently as possible. **We will continue to work with Germantown Schools to develop the PM schedule that is based on the core equipment and the appropriate intervals of time required to maintain the systems.** ABM creates the schedule based on the equipment assessment and the determined status of the maintenance of this equipment. We use our historical database and decades of experience to determine the required number of hours and maintenance frequency that will determine our staffing requirements, as well as shift designations.

**Through the combination of CMMS and our SITE system, we will continue to develop a customized PM program for Germantown Schools.** Our staff has a library of over 200 different items of equipment, ranging from absorption chillers to triturates that cover tasks included in the scope and those that are not. Standard inspections include over 4,000 tasks and the library grows continually as new equipment and procedures are added.

Each procedure contains detailed steps and staffing levels for each task based on our historical data. Procedures for each piece of equipment on-site are customized to reflect the configuration of the equipment, its condition and duty cycle. The PMs are scheduled to best complement the anticipated reactive workload and to recognize seasonal constraints. The resulting job-specific program is reviewed with site personnel and then issued automatically through the work order system as the procedures come up on the schedule. An effective PM program requires a comprehensive inventory of all equipment requiring periodic service, tagging these assets with a unique identifier and establishing an equipment database. The equipment database is a live resource that demands updating, requiring proper staffing, system maintenance and enhancement.

## CMMS

One of the most common reasons educational institutions have chosen to outsource Facilities Services is the lack of value they received from their Computerized Maintenance Management Systems (CMMS). If the CMMS is not fully operational, it is virtually impossible to justify the resources spent by the Facilities Services Department.

A properly utilized CMMS is critical and one of the most powerful tools for effectively managing a facilities department. Often, the true value of these systems is rarely realized because they are not deployed properly. The resources and efforts required to initiate a CMMS is typically underestimated and underfunded. Many institutions have expected their on-site facilities teams to deploy a CMMS while performing their typical day-to-day responsibilities. Expecting a Facilities Department to deploy a CMMS while performing their daily routine is like, “trying to tie your shoes while running a race.” It doesn’t work.

Unlike our competitors, we strongly recommend that our clients hold the license to the proposed CMMS. We believe clients should always own the CMMS data related to their institution eliminating any risk or fear of losing control of the data and any fear associated with contracting their services.



Although there are significant variations in CMMS packages the fundamentals for deploying an asset-based CMMS is basically the same across software platforms. Building the Databases

### **Maintainable asset inventory database**

All maintainable assets must be inventoried and then the collected data will be uploaded into the CMMS' maintainable asset database. The maintainable asset inventory allows the CMMS to cross-reference activities related to each unique asset, directly supporting the system's ability to generate historical records related to each asset.

### **Preventive Maintenance (PM) tasks database**

All preventative maintenance tasks required to properly maintain the customers assets must be defined and uploaded into the CMMS's preventive maintenance library database. The PM task database provides the information the CMMS requires to cross-reference PM tasks for each type of asset.

## **Asset Tagging**

The first and most important step of implementing a proper CMMS system is developing a comprehensive database of assets. We survey the campus to develop the asset database. During the survey process, we tag each piece of equipment requiring periodic service with a unique identifier used to schedule and record all maintenance activities. This process focuses on populating the asset database and allows the system to effectively assign and track repair work and serve as the foundation for the preventative maintenance program.

Our asset inventory team utilizes a mobile handheld device (typically a tablet) to capture equipment information. This tool expedites the collection process and facilitates consistency in the naming of equipment and classifications. After collecting the equipment data, an asset tag is secured to the equipment adjacent to the existing serial plate. Asset tags can be modified at client request.

Data typically collected for population of a CMMS database:

- Manufacturer and Model
- Serial Number
- Capacities
- Horsepower
- Voltage
- Location of the equipment (facility, building, floor, room) – all referenced in the equipment identifier
- Date placed in service (if available)
- Inventory tag number (durable weather resistant bar-coded tag directly attached to the component)
- Refrigerant type, if applicable and available
- Filter size & type
- Coil info- HW, CHW, passes etc.
- Base Condition Rating – Defective, Fair, Good, Excellent etc.

A fully populated equipment database provides the environment necessary to implement the preventative maintenance program. Each asset identified within the database will be assigned specific periodic preventative maintenance tasks.

## Assign Preventive Maintenance (PM) Tasks

To protect the asset's lifecycle and performance, we assign assigned preventive maintenance. Many assets will be assigned various preventive maintenance tasks throughout the calendar year. With these tasks in place, the CMMS can cross-reference the assets with proper preventive maintenance tasks directly, supporting the system's ability to automatically generate PM Work Orders.

## Work Orders

Preventative Maintenance activity modules provide a balanced approach to scheduling routine or intermittent work that falls within available manpower limitations and space programming allowances. This way, essential are never overlooked, and delayed PMs remain active until executed. Most systems have a database of PM efforts that allows fast manipulation of schedules to reflect any change in unit or equipment priority.

Work orders can be broken up into two main categories: Planned and Corrective.

**Planned Work Orders** can be broken up into two groups:

- Preventative maintenance tasks are cyclically scheduled activities that are intended to address an assets needs while in service. Effective preventative maintenance programs reduce failures, optimize the life and enhance energy efficiency of the assets.
- Predictive Maintenance tasks are proactive actions taken to prevent damage resulting from component failure because of normal and predictable wear. Further, it can be described as predetermined obsolescence or planned life cycle expectation.

**Corrective Work Orders** can also be broken up into two groups: Reactive and Self-Generated.

- Reactive work orders are required repairs that are identified and reported by building occupants.
- Self-generated work orders are an important objective for our operations team. Our teams are charged with the responsibility of performing daily rounds. These rounds are intended to increase the visibility of our managers and to identify corrective work orders. It is our intent to identify repairs before our customers have to report them.

Most facilities can be successfully operated while reducing costs with a PM program. Shared responsibility of key functions of your personnel, based on our past management model reduces the amount of dollars spent through utilizing effective PM programs, and thereby empowering personnel to evaluate and effectively minimize management input into daily routine tasks. We focus on the maintenance and operations practices for critical items, reduce unscheduled downtime and eliminate unreliable parts, which helps to create an effective and efficient operating strategy.

## Augmenting the PM Program with Equipment and Maintenance Technologies

To augment traditional preventive maintenance, we consider predictive maintenance as part of our overall equipment maintenance strategy. We define predictive maintenance as a strategy based on measuring the condition of equipment in order to assess whether it will fail during some future period. We then take appropriate action to avoid the consequences of that failure. The condition of equipment could be monitored using condition monitoring, statistical process control techniques, or by simply monitoring equipment performance. We consider predictive maintenance techniques on the following equipment types as part of this program.

### Electrical Systems

- Thermal Infrared Surveys
- Insulating Fluid Analysis
- Partial Discharge & Corona Inspection
- Power Factor/ Tan Delta
- Insulation Resistance/ Over-potential testing
- Contact Resistance
- Time-travel analysis
- Contact gap & wear measurements
- Continuous On-line Monitoring

### Mechanical/HVAC Systems

- Vibration Analysis
- Oil Analysis
- Eddy Current Testing
- Corrosion Coupon Analysis
- Sonography (sound analysis)

### Reactive Maintenance – Trouble Calls

We manage reactive maintenance through the work order control module of the site CMMS. Our dispatch procedure ensures the seamless and timely flow of information from clients to workforce and back again. The database is used to effectively report activity and backlog to management, assisting them with workflow control and the proper cost for work performed against appropriate cost centers. We use our historical database and decades of experience to determine the required number of hours and maintenance frequency that will determine our staffing requirements as well as shift designations.

Asset Management	Work Management	Inventory Management	Procurement Management	Contract Management	Service Management
Locations Asset Failure Codes Meters Meter Groups	Work Order Tracking Quick Reporting Labor Reporting Assignment Manager Activities & Tasks Service Requests Job Plans Preventive Maintenance Master PM	Item Master Storerooms Inventory Issues & Transfers Condition Codes Stocked Tools Tools Service Items	Request for Quotation Receiving Purchase Requisitions Invoices Companies Purchase Orders Terms & Conditions	Purchase Contracts Master Contracts Warranty Contracts Lease/Rental Contracts Labor Rate Contracts Terms & Conditions	Service Request Self-Service • Create Request • View Request Ticket Templates Activities & Tasks
<b>KPIs / Reporting / Analysis</b>					
<b>Security &amp; Administration</b>					
<b>Service-Oriented Architecture Platform</b>					

## Requirements – Scope and Frequency

### APPA Service Level Based on Criticality

Maintenance service levels dictated by APPA follow condition rather than frequency. They also follow a ratio of square foot per maintenance full-time equivalent (FTE) that prescribes to the condition.

### APPA Maintenance Service Level 2 – Comprehensive Stewardship

- Equipment and building components are usually functional and in satisfactory operating condition.
- Response to most service needs including limited non-maintenance activities, typically in a week or less.
- A well-developed preventive maintenance program with 75 – 100% of required actions are done, but frequency is slightly less than per defined schedule. Appreciable reactive maintenance and occasional emergencies.
- Interior finishes are clean/crisp; watertight, good appearance of exterior closures.
- Bright and clean, attractive lighting.

### APPA Maintenance Service Level 3 - Managed Care

- Equipment and building components are mostly functional but suffer occasional breakdowns.
- Service and maintenance call responses are variable and sporadic.
- Reactive maintenance predominates operations, especially during seasonal peaks. Preventive maintenance is scheduled as manpower and time permit with less than 75% accomplished.
- Interior finishes are “average” with obvious minor repairs or touch-up required; exterior finishes are also average with minor leaks and blemishes.
- Small percentage of lights out, generally well-lit and clean.

### Our FOM Objectives for Germantown Schools

- Effective, detailed, planned services program based on our commitment to empower and support all members of the maintenance team.
- A high level of service that optimizes Germantown Schools’ environments and extends asset lives to their fullest in the most cost-effective, energy-efficient way
- Support your district’s mission, strategic plan and objectives.

The following table shows conditions and expectation for APPA 2 and APPA 3.

	APP A 2 TARGETED	APP A 3 SUSTAINED
CATEGORIES	Comprehensive Stewardship	Managed Care
<b>Customer Service Level and Response Time</b>	Response to most service needs, including non maintenance activities, is typically in a week or less	Service available only by reducing maintenance, with response time of one month or less
<b>Customer Satisfaction</b>	Satisfied with facilities related services, usually complimentary of facilities staff	Accustomed to basic levels of facilities care, generally able to perform duties
<b>Preventive Maintenance (PM)</b>	A well-developed PM program occasional emergencies	Reactive maintenance predominates due to systems' failing to perform
<b>Maintenance Mix</b>	A well-developed PM program most required is done at a frequency slightly less than per defined scheduled,. Occasional emergencies caused by pump failures, cooling system	Reactive maintenance predominates due to systems' failing to perform, especially during hard seasonal peaks. The high number of emergencies causes reports to upper
<b>Aesthetics, Interior</b>	Clean/crisp finishes	Average finishes
<b>Aesthetics, Exterior</b>	Watertight, good exterior appearance	Minor leaks and blemishes, average exterior appearance
<b>Aesthetics, Lighting</b>	Bright and clean, attractive lighting	Small percentage of lights out, generally well lit and clean
<b>Service Efficiency</b>	Maintenance activities appear organized with direction. Service and maintenance calls are response to in a timely manner	Maintenance activities appear to be somewhat organized, but remain people dependent . Service calls are variable and sporadic without apparent cause
<b>Building Systems Reliability</b>	Breakdown maintenance is limited to system components short of mean time between failures (MTBF)	Building and systems components periodically or often fail.

Our standard operating practices (SOPs) library, the **ABMWay HUB**, houses all our documented SOPs and work instructions that contain clearly delineated strategies and directions to provide a clear path to consistent performance and service delivery. The easily accessible online portal makes the procedures available on demand as a single point of reference to help achieve your desired results. The Education Service Delivery team has documented our service lines, including facility management and operations, custodial, and grounds services. The focused approach of having our SOPs and work instructions tailored to service lines makes training and compliance monitoring more effective. Additionally, the HUB allows us to customize a playbook with all the services provided within the scope of work.

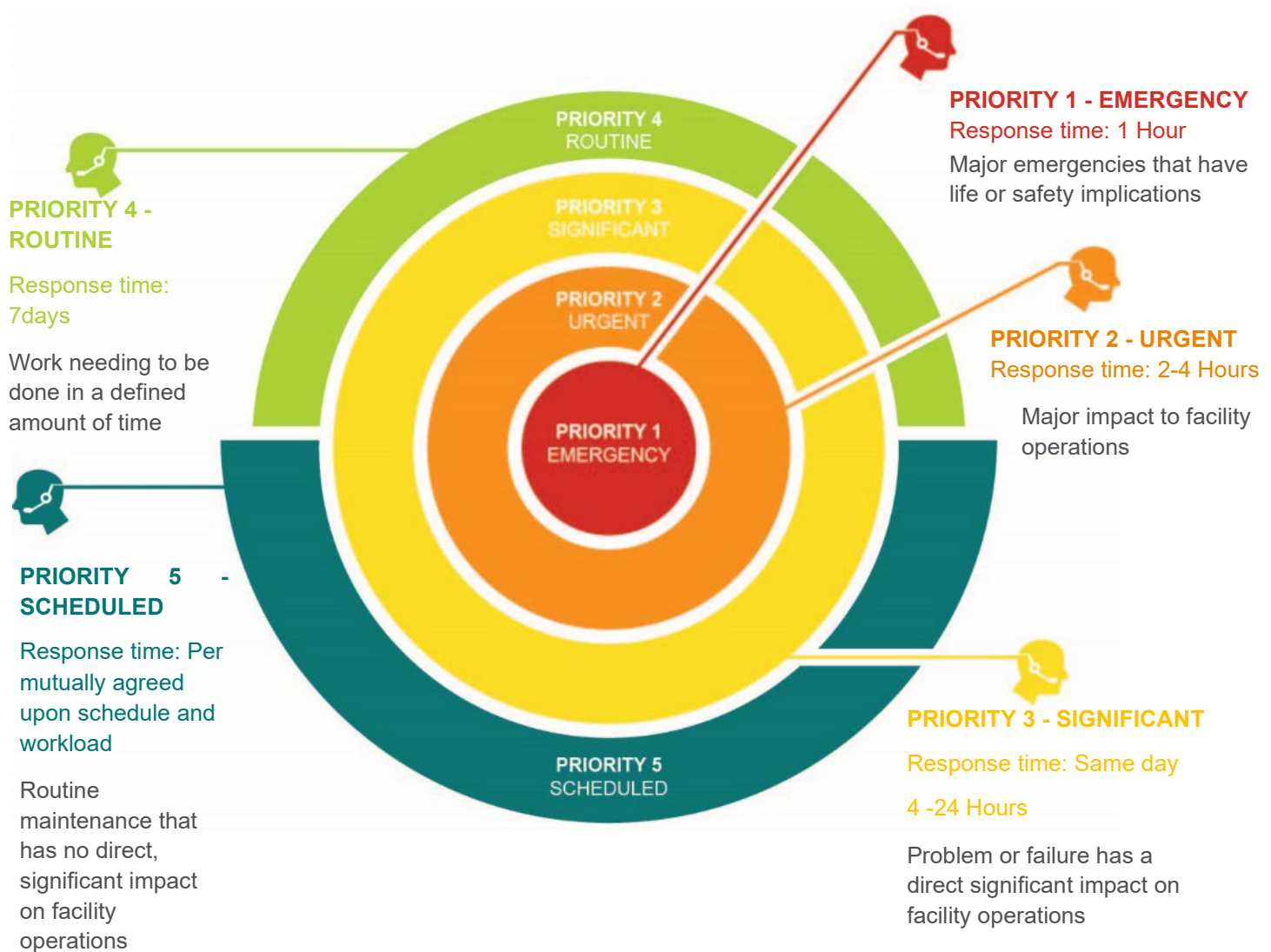
**Table of Contents**

<a href="#">Custodial</a>	3
<a href="#">Core Custodial Program Essentials</a>	4
<a href="#">Infection Prevention - Perfect Attendance Program</a>	7
<a href="#">Floor Mats and Runners - Preventive Maintenance</a>	11
<a href="#">Smoke-eaters - How to Clean</a>	17
<a href="#">Restroom Care - The Ten Key Learning Points</a>	20
<a href="#">Facility Operations &amp; Maintenance</a>	26
<a href="#">Refrigerant Management Plan</a>	27
<a href="#">Start-Up Orders for Equipment and Supplies</a>	31
<a href="#">PM A-1 Air Dryer Refrigerated or Regenerative Desiccant Type</a>	37
<a href="#">PM A-4 Air Compressor</a>	42
<a href="#">Grounds</a>	46
<a href="#">Athletic Field Management</a>	47
<a href="#">Outdoor Landscape and Grounds Management</a>	54
<a href="#">Irrigation Start Up</a>	59
<a href="#">Calibrating Chemical Application Equipment</a>	61

## Work Requests – Unscheduled Maintenance

We generate work schedules from our work plan and service requests as they are received. Typically, we prepare work schedules weekly and monthly but adjust them to accommodate priority requests. Our team is normally scattered throughout the district, working in various buildings to complete standard maintenance tasks and to close existing work orders. When we receive emergency or urgent work requests during regular working ours, the CMMS Administrator coordinates the dispatch of employee(s) to the area where the service is required. Once the issue has been addressed, the supervisor inspects the work to confirm it has been resolved satisfactorily and reports the results back to the CMMS Administrator as completed so the service request can be closed.

If the emergency or urgent request occurs after typical working hours, requesters should call the ABM Emergency phone number and on-call ABM management will coordinate services.



## Emergency Work Request

The team assigned to address emergencies includes specially trained individuals within the existing on-site crew. When our on-site staff is present, we can typically respond within 15 minutes for emergencies and 30 minutes to one hour for routine requests. Our mobile staff has a response time of two hours for reactive request and three hours for HVAC and PM. We respond to other requests within 24 hours. Specialty project work may require additional lead time for procurement of special supplies, equipment and staff.

**Level One (Severe):** Response from ER Team/Single Point-of-Contact (SPOC) is then escalated to next management level (via phone or automatic dispatch.) Within one hour, support management must be on-scene or in communication with the customer within two hours.

### Typical Level One Emergencies

- Major Floods (Pipes Burst, Drain Back-up producing damage)
- Fires
- Natural Disasters
- Robbery
- Alarm
- Bodily Fluid Clean-up/BBP
- Complaints requiring immediate attention
- No paper in the restrooms
- Equipment left out
- Areas missed
- Executive Offices not cleaned
- Other

## Urgent Work Request

**Level Two (Moderate):** Two-hour response from ER Team/ SPOC then escalated to next management level (via phone or automatic dispatch.) Within three to five hours, support management must be on-scene or in communication with the customer.

### Typical Level Two Requests:

- Minor Leak
- Overflowing toilet
- Paper Products are out
- Conference Rooms
- Office Areas
- Complaints that are not necessarily emergencies, but would need attention within the hour

## Routine Work Request

**Level Three (Minor):** 12-hour response from ER Team/SPOC then escalated to next management level (via phone or automatic dispatch.) Within 24-hours support management must be on-scene or in communication with the customer.

### Typical Level Three Requests:

- Minor Spills (Coffee, etc.)
- Clean Up Requests
- Meeting Preparation
- Dusting
- Missed Trashcan
- Stairwells
- Complaints that can be addressed by the next business day

**Level Four:** 24-hour response from ER Team/SPOC then escalated to next management level (via phone or automatic dispatch.) Within 48-hours support management must be on scene or in communication with the customer.

## Subcontracting

Our program includes no subcontracting specifications unless the repair is outside our current capabilities. However, we have considerable experience managing subcontractors in a variety of disciplines.

One component to our success in managing our partners' facilities is our strict criteria for selecting and managing subcontractors. As part of our total service delivery model, we maintain a database of screened, approved and field-tested subcontractors in place nationwide. We will interview service partners to determine the subcontractor's ability to provide quality service in a cost-effective manner. We discuss the geographical areas best for them while making sure they have a strong presence in the territory. We will discuss the training of personnel and review the subcontractor's OSHA safety training procedures.

After the initial screening, we visit their offices to review their facilities, equipment and employees. At that time, we will conduct a reference check to determine the quality of service offered. Once the decision is made to proceed with a specific company, we verify insurance to ensure it meets both the client's and ABM's requirements. Additionally, we perform compliance assurance audits to ensure each subcontractor has been thoroughly qualified, performance is consistent, all legal documentation is in place and compliant with all state and federal laws.

***While we have established relationships with quality subcontractors, we will work with local vendors that the district might prefer.***

## Long Range Maintenance Plan

### Asset (or Area) Criticality

#### CRITICAL

Equipment criticality is used to identify operating equipment in a prioritized order of importance to continue operations of facilities. The priority ranking considers operational risk of equipment failure with respect to health and safety, school disruption or continuance, the assessed value of the equipment and mission criticality – how important the equipment is to school function.

#### REQUIRED

The purpose of our CRIT assessment is to prioritize equipment and scheduling through establishing a comprehensive maintenance program, resulting in the greatest benefit within the available budget.

#### IMPORTANT

#### TRIVIAL

*Note:* Equipment that contains “depending” notations is placed by default. However, the equipment is subject to move up or down a level of criticality depending on its function. For example, an air handling unit (AHU) that services a clean room might individually be considered a Level 1 Critical.

**CRITICAL:** This PM stage is an absolute requirement, with procedures that must be followed strictly and completed within one (1) week of the PM issuance date. It includes high-cost assets that serve large spaces and/or may operate without backup. It is crucial to have essential spare parts on hand if failure were to occur.

*Note: The following examples are not necessarily all within our scope.*

- Large Boilers
- Chillers
- Life Safety Equipment (Safety Shower, Eyewash Stations, Defibrillators)
- Walk-in Freezer
- Kitchen Equipment (not hood suppression)
- Cooling Towers
- Elevator (one car in building)
- Air Compressor (depending)
- Interior Fire Alarms
- Fire Extinguishers, Sprinkler Standpipe System, etc.)
- Generators and Transfer Switches
- Switch Gears
- UPS / CRACs

**REQUIRED:** Preventive Maintenance shall be completed within three (3) weeks of the PM issuance date. It includes assets that serve a concentrated area that may operate with backup. If failure were to occur, the building occupants would be affected directly.

- Small Boilers
- AHU (depending)
- Dampers
- Pumps
- Autoclaves
- Back Flows
- BAS
- Elevator (multi-car in building)
- VFDs
- Transformers
- Fume Hoods (depending)
- Ansul Systems

**IMPORTANT:** Preventive Maintenance shall be completed within four (4) weeks, but deferring PM is permissible, however not suggested. It includes lower cost assets that typically serve a single purpose or space. If failure were to occur, there would be no immediate effect, but short-term effect may take place.

- Condenser Units
- Split A/C Units
- Unit Heaters
- Fan Coil Units
- Exhaust Fans
- Expansion Tanks
- Electrical Panels
- Vehicles
- Grounds, Catch Basins etc.
- Roofs
- Heat Exchangers
- Steam Equipment
- Hot Water Heaters
- Fountains

**TRIVIAL** (Non-Critical): Equipment is to run through its life cycle. It includes smaller low-cost equipment that is easily replaceable. If failure were to occur there would be no short-term effect, but long-term effect may take place.

- Bathroom Exhaust Fans
- Appliances
- Washers
- Dryers
- Window AC Units
- VAV's

**How establishing levels of criticality helps?**

- Comprehensive preventive maintenance schedule
- Sustained interior and exterior finishes and conditions
- Better efficiency in work hours

**How are we going to conduct reporting?**

- KPIs on completions and failure avoidance

**What are the challenges commonly faced in a planned environment?**

- Fiscal ability to meet criticality schedule and calendar
- Level of defect at contract commencement
- Labor shortage – reports highlight issues
- Changing the current work procedure
- Aligning PM efforts with programming
- Balancing front-line labor resources and third-party specialists

PM labor and supply allocations are based on PM standards and formal tasks like the illustration below. Each distinct piece of equipment is assigned a specific preventive maintenance task assignment.

Classification	Type	Acronym	PM Name	PM Frequency	Hours
HVAC Systems	Roof Top Unit Gas Fired with DX Cooling	RTUGDX	RTUGDX - A PM	Annual	4.962
<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Task 5</b>	<b>Task 6</b>
Check with operating or area personnel for deficiencies.	Check tension, condition and alignment of belts; adjust as necessary	Lubricate shaft and motor bearings.	Replace air filters.	Check electrical wiring and connections; tighten loose connections	Clean coils incl condenser / evaporator drain pan, blowers, fans, motors and drain
<b>Task 7</b>	<b>Task 8</b>	<b>Task 9</b>	<b>Task 10</b>	<b>Task 11</b>	<b>Task 12</b>
Perform operational check of unit make adjustments on controls and other components as required - focus on damper actuation and confirm performance on BMS if applicable	During operation of unit check refrigerant pressures; add refrigerant as necessary - document per Refrigerant Policy	Check compressor oil level; add oil as required	Inspect clean and adjust control valves and thermo-sensing bulbs on gas burners	Inspect fuel system for leaks	Check for proper operation of burner (primary) controls. Check and adjust thermostat
<b>Task 13</b>	<b>Task 14</b>	<b>Task 15</b>	<b>Task 16</b>	<b>Task 17</b>	
Check electrical wiring to burner controls	Inspect and clean burner section	Check heater operation through complete cycle or up to 10 minutes	Clean area around entire unit	Fill out maintenance checklist and report deficiencies	

Classification	Type	Acronym	PM Name	PM Frequency	Hours
HVAC Systems	Roof Top Unit Gas Fired with DX Cooling	RTUGDX	RTUGDX - SA PM	Semi-annual	2.560
<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Task 5</b>	<b>Task 6</b>
Check with operating or area personnel for deficiencies.	Check tension, condition and alignment of belts; adjust as necessary	Lubricate shaft and motor bearings.	Replace air filters.	Perform operational check of unit make adjustments on controls and other components as	During operation of unit check refrigerant pressures; add refrigerant as
<b>Task 7</b>	<b>Task 8</b>	<b>Task 9</b>			
Inspect fuel system for leaks	Clean area around entire unit	Fill out maintenance checklist and report			

Classification	Type	Acronym	PM Name	PM Frequency	Hours
HVAC Systems	Roof Top Unit Gas Fired with DX Cooling	RTUGDX	RTUGDX - Q PM	Quarterly	2.560
<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Task 5</b>	<b>Task 6</b>
Check with operating or area personnel for deficiencies.	Check tension, condition and alignment of belts; adjust as necessary	Lubricate shaft and motor bearings.	Replace air filters.	Perform operational check of unit make adjustments on controls and other components as	During operation of unit check refrigerant pressures; add refrigerant as
<b>Task 7</b>	<b>Task 8</b>	<b>Task 9</b>			
Inspect fuel system for leaks	Clean area around entire unit	Fill out maintenance checklist and report			

## Preventive Maintenance Load Calculation

We utilize a custom-designed estimation calculator to develop staffing and material budgets related to Preventive Maintenance.

### Quantifying labor and supplies necessary to support preventive maintenance

Our straightforward three-step process for estimating resources includes:

1. Convert the district's equipment list into generic names to determine quantities by equipment type and enter data into the estimation calculator.  
  
***An accurate equipment list is critical to generating valid results***
2. The estimation calculator cross references and assigns manufacturer recommended or RS Means standards for each equipment type.
3. Labor and material costs are generated for each type of equipment, and results are totaled to determine annual resources required.

This spreadsheet is an example from tabulations for MEP asset service labor and supply budget estimations required to provide an effective program. The labor and supplies needed to execute PM services are calculated per specifications.

ANNUALIZED PM CALCULATION (No service access hardship factor applied)					
MEP Description	Number Of	PM Hour Each	Total Hours	PM Matl. \$ Each	Total PM \$
AC-Air Compressor	15	3.412	51.180	\$85.12	\$1,276.80
ACCU-Condensing Unit	115	2.562	294.630	\$122.48	\$14,085.20
ACLV-Auto Clave	1	3.412	3.412	\$112.67	\$112.67
Admissions Fountain	1	12.123	12.123	\$345.00	\$345.00
AHU	105	3.261	342.405	\$221.85	\$23,294.23
AHU-Gas Furnace	112	2.338	261.856	\$44.12	\$4,941.41
Air Dryer	8	1.125	9.000	\$18.00	\$144.00
Air Purifier	2	2.180	4.360	\$11.80	\$23.60
Automatrix EMS	1	1.912	1.912	\$71.62	\$71.62
Backflow Preventer	181	0.493	89.233	\$14.43	\$2,611.80
BFP-Boiler Feed Pump	4	1.456	5.824	\$17.46	\$69.84
BFV-Backflow Preventer	181	0.493	89.233	\$14.43	\$2,611.80
Blower	1	1.244	1.244	\$22.84	\$22.84
BLR - Boiler 1	49	15.881	778.169	\$65.99	\$3,233.91
Centrifugal water pump	1	1.276	1.276	\$22.84	\$22.84
Chair Lift	1	1.208	1.208	\$45.50	\$45.50
Chapel garden water fountain	1	3.412	3.412	\$112.67	\$112.67
Chilled Water Pump Motor	3	1.276	3.828	\$22.84	\$68.52
Chiller	6	26.771	160.626	\$238.74	\$1,432.44
Pump, Jockey	2	1.408	2.816	\$34.25	\$68.50
Pump, Pool	1	2.928	2.928	\$81.55	\$81.55
Pump, Pool Filter - P1	2	1.919	3.838	\$25.10	\$50.20
Roof Top Unit	8	4.956	39.648	\$176.46	\$1,411.68
Snow Melt Control - Roof de-icer	2	3.395	6.790	\$104.67	\$209.34
Storage Tank, Hot Water	3	0.724	2.172	\$12.87	\$38.61
Tank, Expansion	29	0.724	20.996	\$12.87	\$373.23
Tank, Hot Water Storage	3	0.724	2.172	\$12.87	\$38.61
Tank, Underground Storage - Fuel	1	7.536	7.536	\$133.87	\$133.87
Transfer Switch, Automatic	7	5.316	37.212	\$15.62	\$109.34
Transformer, Dry	22	0.769	16.918	\$15.62	\$343.64
Uninterruptible Power Supply	3	22.924	68.772	\$254.98	\$764.94
Unit Heater	71	1.009	71.639	\$2.87	\$203.73
Valve, Fire Sprinkler	1	0.159	0.159	\$11.37	\$11.37
Variable Frequency Drive	46	0.701	32.246	\$8.73	\$401.38
VAV B 11	4	0.934	3.736	\$10.28	\$41.12
Ventilation Fan (Blower)	3	0.623	1.869	\$11.37	\$34.11
Walk-In Box, Indoor Evaporator	2	1.466	2.932	\$205.77	\$411.54
Water Pressure Booster	1	3.850	3.850	\$33.22	\$33.22
Water Softener	2	5.436	10.872	\$54.20	\$108.40
Water to Air Heat Pump	3	3.555	10.665	\$184.76	\$554.28
	<b>2324</b>		<b>5519.333</b>		<b>\$129,926.10</b>

# Equipment & Vehicles

ABM has standardized the equipment that our service workers use, providing benefits for you, including:

- Better cleaning results due to better product and equipment selection
- Increased safety because our employees are thoroughly trained and familiar with the equipment
- Reduced training time and expense because we limit the types of equipment used

## Equipment Supply Program

ABM has strong, established relationships with industry-leading supply, chemical and raw material manufacturers that share our commitment to excellence. This affords us cost-control advantages over our competitors and provides you with several distinct advantages:

- National long-term, fixed-price contracts with industry leaders to mitigate costs
- Strong vendor relations give access to new, innovative products and training support
- Environmentally friendly products selected based on ABM quality standards & customer specifications
- Personal attention when it comes to problem solving for you and managers
- Prompt deliveries and comprehensive training
- Centralized purchasing department for inventory control
- Consumables can be purchased and supplied at an additional cost



## Vendor Profiles

*Tennant® Company supplies ABM with all commercial and industrial cleaning equipment.*

*Tennant® is one of the world's leading manufacturers of industrial floor maintenance equipment.*



*ABM purchases lightweight backpack vacuum cleaners from ProTeam®.*

*ProTeam® is recognized as the original innovator of lightweight ergonomic backpack vacuum cleaners.*



*Aztec supplies ABM with propane buffers and floor strippers.*

*For 35+ years, over 2,500 businesses and floor contractors worldwide depend on Aztec products and services.*



*Rubbermaid® supplies ABM with hard plastic and mop items such as:*

- mops,
- buckets & wringers,
- Brute® barrels,
- handles,
- maid carts,
- floor safety signs
- & barricades.



## Service and Maintenance

Optimal performance depends on a solid maintenance program. ABM relies on factory-trained service experts to maintain our machines and keep downtime to a minimum. In addition, ABM follows manufacturer maintenance schedules to ensure maximize up time and useful life.

### Warranty

All Tennant® and Aztec equipment comes with a 3-year warranty in which they will come pick up the equipment for repairs.

- Cordless equipment (battery powered): = **3 years** – Parts, Travel & Labor
- Corded equipment: = **2 years** – Parts; **1 year** – Travel & Labor

*Coverage only applies to defects in the equipment. Equipment damages due to misuse or wear items are not covered under warranty programs.*

### Repair

ABM utilizes local Tennant® and HP product service centers to maintain and repair our equipment onsite. Below is a sample of ABM’s equipment repair & maintenance log.

- Track any repair or maintenance to each piece of equipment on this form.
- One form is used for each piece of equipment.
- Once the equipment sustainability log is returned, we will send you the manufacturers cut sheet for any newer equipment, and it should be kept with each of these sheets.
- When you retire a unit, please donate it, return to repair shop. Do not send to the dumpster. Indicate what you did on the repair sheet.

Equipment Repair History				
Manufacturer:		Model #:		
Serial Number:		Equipment Cut Sheets must be included One sheet per piece of equipment to track any repairs		
Date of Purchase:				
Repair History	Date	Hours	Part(s)	Comments

## Maintenance Program Tools

To properly fit out a successful maintenance operation model similar to Germantown Municipal School District, below are examples of required tools to support our maintenance employees and required services.

HAND TOOLS	SPECIAL TOOLS / SETS
6" Pump Pliers	18" Pipe Wrench
9" Pump Pliers	24" Pipe Wrench
6" Adjustable Wrench	24" Pipe Wrench - Offset
12" Adjustable Wrench	36" Pipe Wrench
Lineman's Pliers	Seat Wrench
Wire Stripper	Basin Wrench
Needle Nose Pliers	Seat Refinisher
Diagonal Cut Tin Snips	3/4" Drive Socket Set - Imperial
Allen Wrench Set	1/2" Drive Socket Set - Imperial
Torx Kit	3/8" Drive Socket Set - Imperial
Nut Driver Set	3/4" Drive Socket Set - Metric
Multi-tip Screwdriver	1/2" Drive Socket Set - Metric
Deburring Tool	3/8" Drive Socket Set - Metric
Utility Knife	Master Mechanic Combination Wrench Set - Imperial
Hand Copper Pipe Cutter > 1"	Master Mechanic Combination Wrench Set - Metric
Pipe Brush Kit > 1"	Hand Tap & Die - UNF/UNC
Mapp Gas Kit	Hand Tap & Die - Metric
Grease Gun	Complete Screwdriver Set 60-220
Drain Stick or Hand Snake	HSS Drill Bit Set 1/16 - 9/16
16 Oz. Ball Pein Hammer	Carbide Tip Drill Bit Set 1/16 - 9/16
Nylon Tip Mallet	Woodbit Set 1/4 - 1 1/4
Mini - Sledge	Holesaw Kit 1/2 - 2 1/2
25' Tape Measure	Easy Out
Pocket Thermometer	Gasket Punch Set
Pin Gauge	Pipe Threaders NPT 1/2 - 2
T-Stat Wrench	Pipe Vice
Circuit Tester	Pipe Cutter NPT 1/2 - 2
Flashlight	EMT Hand Pipe Bender
Hack Saw	Hydraulic Pipe Bender
Hand Hone	Greenlee Knockout Punch Kit
24" Square	Gear / Sheave Puller
Torpedo Level	Bushing / Bearing Driver
2' Level	Telescoping Lamp Change Pole (Multi Head)
4" Level	
Cold Chisel & Punch Set	
Utility Cart	
Tool Bag	
Tool Belt	

TEST TOOLS / COMPLIANCE	PORTABLE POWER TOOLS	LARGER SHOP TOOLS
Combustion Air Analyser	18 Volt Hand Drill	1/2" Chuck Pedestal Drill Press
Vehicle Emissions Analyser	Screw Gun	4" Drill Press Vice
Refrigerant Leak Detector	1/2" Hammer Drill	6" Table / Bench Grinder
Universal Refrigerant Recovery Unit	1/2" Impact Driver	Drill Bit Sharpener
Flow Hood (incl Pitot & Anemometer and Velocity) - backflow compensated	Powder Actuated Nail Gun	Belt Lynisher
Data-Logger / Power Analyser (Dranetz)	Pressure Washer	12 Ton Press
Fluke Multi-Meter - tru RMS	Electric Planer	Rigid Threading Machine
Circuit Tracer	Biscuit Joiner	Rigid Thread Cutters 1" to 4"
Polarity / GFCI Tester	70 lb Jack Hammer	Oxy/Acetylene Welding & Burning Kit (B-Tank Size)
Temperature / Hygrometer Recorder	Electric Duct Shears	Table Saw - Extended Surface (10" Blade)
Thermal (IR) Camera	Sawzall	Compound 12" Miter Saw
Thermal (IR) Thermometer	Jig Saw	6" Bench Vice
Vehicle Diagnostic Computer	Worm Drive Circular Saw	Portable Air Compressor
Moisture Meter	Dremel	Bottle Jack
CO2 Analyser	Plunge Router	Portable Hydraulic Lift / Crane
Ultrasonic Flow Meter (Clamp On)	Belt Sander	Pallet Jack
Water Test Meter	Orbital / Palm Sander	A-Frame Cart
	4 1/2 Rotary Cutter / Grinder	3/4 Main Drain Snake
	5/16 Power Drain Snake	Drain Camera
	GFCI Ext. Protector	3' Toilet Auger
	50" HD Extension Cord	8" Masonry Gas Powered Saw / Grinder
		Utility Lighting Cart Based
		Vacuum Pump
		Shop Vac
		Woodworker Bench



To manage your facilities, assets and the costs associated with their maintenance and ultimate replacement, we foster a planned, coordinated effort. Our maintenance program delivers periodic and planned service tasks that prolong equipment life expectancy, optimize performance, enhance reliability and mitigate component failure, which minimize disruptions and promote overall program stability.

If the current equipment has not reached its end-of-life cycle, we regularly perform preventive maintenance to extend the life of the equipment and optimize performance. Once the equipment has reached its end-of-life stage, we identify the most appropriate replacement. We **repair** equipment when we encounter an unplanned outage or performance degradation OR as part of a repair threshold commitment, but always with an understanding of cost containment and a total return on repair investment.

***Proper maintenance leads to planned replacements.*** We replace equipment in several circumstances, including:

- **Necessity** (unplanned and planned) – when the equipment is critical to avoid disruption of operations
- **Obsolescence** (unplanned) – when parts are no longer made or required skills are not readily available
- **Value** (unplanned) – when repair costs equal or outweigh the equipment costs or costs outweigh the return
- **Health & Safety** (unplanned and planned) – when ongoing repairs place technicians and students/faculty/staff at risk
- **Program Change** (planned) – when new requirements dictate upgrade
- **Life Cycle Analysis (LCA)** (planned) – when the understood useful life, determined by analysis, dictates replacement based on net value

Like a person's health, preventive measures can prolong life and defer the need for costly medications or major surgery. While maintenance serves to 'medicate and stabilize' a condition, replacement serves as a final and essential 'curative surgery.' We must use our knowledge and expertise to avoid 'putting band-aids' on situations that need our attention. We should stabilize the situation and plan to fix the problem. Performing a full body scan – a life cycle analysis – will let us know what to expect and plan for future needs.

Criteria to consider:

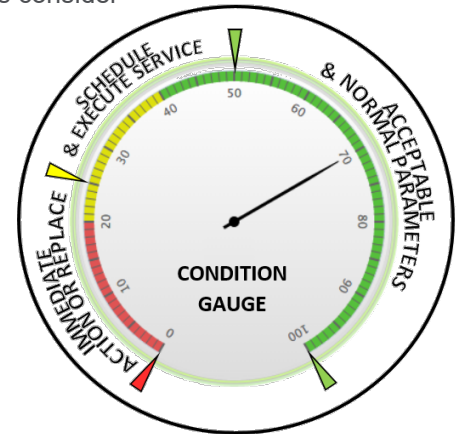
- Close to or exceeded expected life
- Asset reliability and consequences of failure
- Service or parts costs exceed replacement costs
- Overall performance from service is not improving
- System is too fragile or regressed
- System failure presents security, health, safety or environmental risk
- Cost to mitigate the risk exceeds replacement costs

## Your CMMS can validate (or refute) replacement decisions and timing.

Maintenance and repair costs are typically expensed in operational budgets, while replacement costs are capitalized. To be fiscally responsible, we think in the long-term and always consider budgets.

### Thoughts on Equipment Age

Unmaintained equipment does not age well. The older equipment is, the more extensive repairs it will need. This translates to higher maintenance costs. As it ages, the machine will give you less return on investment. When newer, technologically advanced equipment will improve efficiency, it is prudent to consider replacement. However, when equipment is new, it generally makes more sense to repair it when it malfunctions.



### Repair Cost Consideration

What are the costs of repair, and more importantly, how often will you be paying those costs? Will it likely be a one-time fix? Documenting asset repairs provides information on number and frequency of breakdowns and associated costs.

### Consider Impacts from Outages

What's the impact of outage while the asset is being repaired? Will it take too long? If so, you're looking at too many hours of program impact. However, keep in mind that repair often takes less time than replacement because replacement involves ordering, shipping, installation, new training and more. If you're on a tight schedule and the equipment is crucial to operations, replacement may prove too much of an impact. Repair or partial restoration may be the best solution until schedules accommodate replacement.

### Consider Safety – ABM Philosophy

Older equipment may cause injury to team members if it malfunctions. Even when properly maintained, equipment wears down as it ages. Thoroughly inspect before making your decision to determine if your equipment will continue to provide a safe environment for your workers and occupants. If it won't, replacement is the obvious choice. Otherwise, compare the costs of a replacement versus repair.

### Consider Efficiency

How efficiently is the equipment operating now? Will a simple repair keep efficiency at the level needed? Would a new piece of equipment be significantly better?

### Contract Repair Specifications

We must understand our contractual obligations (including projects), have strong insight into our clients' fiscal situation (capital considerations and day-to-day operations) and maintain a firm grasp of programming – all of which help in overall repair/replace decisions toward affordable and achievable solutions.



**Use your CMMS to track repair efforts on equipment. Accurate population of labor rate data and properly recorded service hours can easily identify the right path or at least inform an action path.**



We recognize aging infrastructure and budget constraints affect equipment replacement programs and maintenance service. Our FOM program is designed to improve operating efficiencies, maximize usage of assets and control maintenance costs. We are eager to continue working with your district to determine the best preventive maintenance procedures for your Germantown Schools as we continually strive to take care of the people, places and spaces that mean the most to you.

## Ensuring Quality in Your District

In the spirit of true partnership, we've established a quality culture that focuses on client satisfaction, involves team members, measures performance, and is continuously improving. To support your quality goals and requirements, we use a unifying quality management system that places a variety of processes into a single framework. This framework acts as a starting point from which Germantown Municipal School District and ABM will customize a quality program for your district. The program will improve efficiencies and provide greater transparency into your account activity.

We will manage your account with innovative technology tools that improve communication, increase productivity and integrate processes to measure results. Your ABM Account Manager and team members will utilize laptops, tablets or other wireless devices for data entry and communication. The efficiency and transparency of our systems improves our staff's dependability and accountability when servicing your district.

### Benefits You Will Receive:

- Automated communication, resulting in reduced response time
- Complete, up-to-date work order status
- Round-the-clock access, communication and tracking
- Periodic scheduling
- Customized inspections and work order reports with data for process improvement
- Improved client satisfaction
- Less time spent managing issues



## Quality Management System

Our quality management system is our proprietary, online control system that supports your quality goals and requirements. The system allows both Germantown Schools and ABM to view inspection results, work order statuses, periodic maintenance schedules and reports through a central online portal. We focus on:

- Analyzing inspection results
- Automating work order management
- Establishing and tracking accountability
- Continually improving processes
- Custom work orders and reports

We understand the importance of providing custom work order requesting, along with resulting custom reports, to your district. For example, we can create custom work orders and reports for graffiti removal and resistance. The flexibility of our system makes it easier for you to request and view the status of the services that are most important to your district.

### Tracking Accountability



To provide you with transparent accountability, all work requests will clearly define who is responsible for the work and the time involved for completion. The requests are time stamped, and automatic escalations are triggered by that time, notifying management. You will have the opportunity to measure, quantify and analyze service delivery, alongside ABM management. This process makes it easy to identify and disseminate best practices.

As work is accomplished and work orders are closed, supervisory personnel will follow up with team members on issues and requests to ensure all work is completed to our high standards. Any problem that emerges from this follow-up is corrected immediately and the communication loop is then closed—but only when you are absolutely satisfied.

We will inspect your district on a regular schedule and enter the data into the system via a wireless device, allowing for real-time access to inspection results. During inspections, tasks are rated on a scale of Satisfactory, Unsatisfactory or Not Applicable. The total for all tasks during that inspection becomes the quality score for the site(s). Customized quality control inspection reports showing results and trends will be accessible online or via an Excel spreadsheet. This information allows our managers to determine what actions are necessary to maintain compliance, continuous improvement and ultimately, your satisfaction.

### Process Improvement

Our quality management system helps us identify where to focus our efforts. We optimize our processes to achieve more efficient results for you through planning, standardization, employee engagement and other means. We continuously look to identify areas of opportunity and target any problem areas, formulate a detailed strategy, and then promptly execute the solution. When we engage in a proactive process improvement strategy, we can build upon our foundation of best practices and procedures, so you receive the best service.

As your partner, we will continually seek opportunities for improvement to ensure our best in class services are both efficient and cost effective. By having a system that is easily accessible and

transparent, we can strengthen the open and honest communication we feel is the cornerstone of any true partnership.

## Computerized Maintenance Management Systems (CMMS)

Knowing the tremendous value of a Computerized Maintenance Management Systems (CMMS), we have invested significant resources developing and refining the tools, processes, and resources necessary to deploy a comprehensive CMMS timely. Our team has experience initiating and operating many different CMMS platforms, including SchoolDude, which we currently utilize at GMSD.

As GMSD is already aware, unlike our competitors, we strongly recommend that our clients hold the license to the proposed CMMS. We believe clients should always own the CMMS data related to their institution, eliminating any risk or fear of losing control of the data.

The size and complexity of the facilities department is the single, largest factor related to selecting the correct CMMS package. The more robust CMMS require the most effort and resources to operate. It is critical to assure the human resources available to operate the system are consistent with the complexity of the CMMS.

All CMMS programs perform the following three basic functions:

- Scheduling and tracking of corrective work orders (repairs)
  - Work orders generated from the requests of building occupants
  - Self-generated work orders identified by ABM personnel
- Scheduling and tracking of planned work
  - Preventive Maintenance tasks intended to address an asset’s needs while in service, reducing failures, optimizing life cycle and energy efficiency
  - Predictive Maintenance tasks focused on preventing damaging resulting from a component failure due to normal and predictable wear
- Reporting of all tracked tasks
  - Supports the accountability for resources utilized by the facilities department



## Benefits Derived from a Quality CMMS

- Cloud-based (web-hosted)
  - Reduces the total cost of ownership 80-90% (over three years, compared to a desktop system)
  - Facilitates seamless updates to the software
- Web-based service requestor
  - User-friendly interface for individuals to submit work requests and track the status of requested services
- Automated e-mail capabilities
  - Automated notifications sent to requestors via e-mail regarding the status of work requested
- Compatible with wireless technology
  - Work orders can be dispatched directly to maintenance technicians via smartphones and/or tablets, eliminating the need to return to the office to pick up work orders
  - Work orders can be closed by maintenance technicians directly from the work site, eliminating the lag time of returning the work order to the office and subsequent data entry
  - Supports a paperless work environment
- Preformatted reports
  - Extensive catalog of industry standard reports generated within a few simple keystrokes
- Ability to export data into Excel
  - Data exports allow near endless opportunities to sort and report data into customized reports
- Record keeping of completed work
  - Service records are utilized to support warranties
  - Historical records of repairs provide necessary information to support repair versus replace decisions



***Although there are significant variations in CMMS packages the fundamentals for deploying an asset-based CMMS is basically the same across software platforms.***

#### **Maintainable asset inventory database**

All maintainable assets must be inventoried and then the collected data is uploaded into the CMMS' maintainable asset database. The maintainable asset inventory allows the CMMS to cross-reference activities related to each unique asset, directly supporting the system's ability to generate historical records related to each asset.

#### **Preventive Maintenance (PM) tasks database**

All preventative maintenance tasks required to properly maintain the customers assets must be defined and uploaded into the CMMS' preventive maintenance library database. The PM task database provides the information the CMMS requires to cross-reference PM tasks for each type of asset.

## **Asset Tagging**

The first and most important step of implementing a proper CMMS system is developing a comprehensive database of assets. We survey the campus to develop the asset database. During the survey process, we tag each piece of equipment requiring periodic service with a unique identifier used to schedule and record all maintenance activities. This process focuses on populating the asset database and allows the system to effectively assign and track repair work and serve as the foundation for the preventative maintenance program.

Our asset inventory team utilizes a mobile handheld device (typically a tablet) to capture equipment information. This tool expedites the collection process and facilitates consistency in the naming of equipment and classifications. After collecting the equipment data, an asset tag is secured to the equipment adjacent to the existing serial plate. Asset tags can be modified at client request.

Data typically collected for population of a CMMS database:

- Manufacturer and Model
- Serial Number
- Capacities
- Horsepower
- Voltage
- Location of the equipment (facility, building, floor, room) – all referenced in the equipment identifier
- Date placed in service (if available)
- Inventory tag number (durable weather resistant bar-coded tag directly attached to the component)
- Refrigerant type, if applicable and available
- Filter size & type
- Coil info- HW, CHW, passes etc.
- Base Condition Rating – Defective, Fair, Good, Excellent etc.

A fully populated equipment database provides the environment necessary to implement the preventative maintenance program. Each asset identified within the database is assigned specific periodic preventative maintenance tasks.

*This page left intentionally blank.*

## V. References

Hear first-hand how we build value for our clients. Below is a reference list of clients similar to you for whom we currently provide services.

Reference Name	Beaufort County School District
Location	2900 Mink Point Boulevard Beaufort, SC 29901
Client Contact	Robert Oetting, Director of Facilities & Construction / Chief Auxilliary Services Officer
Phone / Email	843.322.0783 / robert.oetting@beaufort.k12.sc.us
Project Completion	2006 – present
Contract Amount	\$8,200,000 annually
Services / Square Ft.	Custodial and FOM / 3,300,000 sq. ft.

Reference Name	Harris County School System
Location	132 Barnes Mill Road Hamilton, GA 31811
Client Contact	Dr. Justin Finney, Assistant Superintendent of Business Services and Technology
Phone / Email	S706.457.2403 / finney-j@harris.k12.ga.us
Project Completion	2010 – present
Contract Amount	\$700,000 annually
Services / Square Ft.	Custodial & FOM / 760,00 sq. ft.

Reference Name	Geary County Public Schools
Location	123 Eisenhower Dr Junction City, KS 66441
Client Contact	David Wild, Chief Operating Officer
Phone / Email	785.717.4049 / davidwild@usd475.org
Project Completion	2011 – present
Contract Amount	\$4,000,000 annually
Services / Square Ft.	IFS / 1,400,000 sq. ft.

Reference Name	Coatesville Area School District
Location	3030 C G Zinn Road Thorndale, PA 19372
Client Contact	Cathy L. Taschner, Superintendent of Schools
Phone / Email	610.466.2433 / taschnerc@casdschools.org
Project Completion	2019 – present
Contract Amount	\$1,582,150
Services	Custodial, Facilities / 1,500,000 sq. ft.

Reference Name	Cassia School District
Location	3650 Overland Burley, ID 83318
Client Contact	Curtis Richins, Operations Manager
Phone / Email	208.312.6000 / riccurti@cassiaschools.org
Project Completion	2019 - present
Contract Amount	\$3,019,373 annually
Services	IFS / 1,003,000 sq. ft.

## Letters of Recommendation



Granville Exempted Village Schools  
130 North Granger Street  
PO Box 417  
Granville, OH 43023-0417

March 5, 2021

Subject: Letter of Recommendation

To Whom It May Concern:

As the Director of Human Resources and Operations at Granville Schools, one of my responsibilities is to oversee our grounds, maintenance and custodial departments. It is of the utmost importance that our buildings and grounds are clean and safe for our students; every day of the year. The past year, dealing with COVID-19, this fact hasn't been truer.

Prior to the COVID-19 pandemic, ABM provided our night custodial crew, who performed the majority of the cleaning in all our four of our academic buildings and three administrative buildings. The manner in which each employee conducted themselves and performed their tasks, met and in many cases exceeded my expectations.

Once the pandemic was upon the District, our reliance on ABM grew dramatically. From building-wide deep cleans, to the use of electrostatic sprayers, ABM never wavered in their support of the District. Staff welcomed training on new equipment and cleaning methods to deal with COVID-19.

Additionally, we required more staff to assist with night cleaning and provide substitutes for our daytime custodians. ABM once again exceeded my expectations. I would highly recommend ABM for any school district, municipality or business.

Please don't hesitate to contact me at (740) 587-8114, if you have any questions regarding this recommendation.

Sincerely,

Tonya F. Sherburne

## Harris County Board Of Education

**BOARD MEMBERS**

Mr. Garnett E. Ray III, Chair  
Mr. Steve F. Goodnoe, Vice Chair  
Mr. Shane Lipp  
Mrs. Bridgett Oliver  
Mr. Scott Greene  
Mr. Harry Proctor  
Dr. Monica Sparks

132 Barnes Mill Road  
Hamilton, Georgia 31811  
(706) 628-4206  
Fax (706) 628-5609

**SUPERINTENDENT**  
Mr. Roger D. Couch

**ASSISTANT SUPERINTENDENT**  
**CURRICULUM**  
Dr. David Dennie

**ASSISTANT SUPERINTENDENT**  
**BUSINESS SERVICES/TECHNOLOGY**  
Dr. Justin Finney

**ASSISTANT SUPERINTENDENT**  
**HUMAN RESOURCES**  
Mrs. Stacey Carlisle

**ASSISTANT SUPERINTENDENT**  
**SUPPORT SERVICES**  
Ms. Shelia Baker

January 12, 2022

To whom it may concern,

Our system has been with ABM since 2008. Prior to our contractual agreement with ABM, we had our custodial and maintenance services in house. We have found since moving to ABM we have saved over three million dollars per year in benefits, workers comp insurance and workers comp claims. We currently have a maintenance manager that oversees our four maintenance techs and a custodial manger that oversees 56 custodians, system wide. Our school system enrollment is currently 5516 students and we have 795 employees. Our system consists of eight schools (four elementary, one intermediate, one brand new middle school and one high school) and they also support our Transportation Center, Central Office and community outreach (HOPE) Center.

We have enjoyed a great relationship with our ABM partners. Anytime we have a need whether it be on the maintenance or custodial side ABM always finds a way to help. In speaking with our Assistant Superintendent of Business Services Dr. Justin Finney, he always has high praise for the relationship we have built with ABM over the years. In working alongside the team managers, Dr. Finney and our ABM partners have maintained our facilities with the highest of standards and their employees feel like family in our facilities. That sense of family is felt at all of our facilities as our ABM employees always have a smile on their faces and truly enjoy being around our students and staff every day.

We have been aided by ABM's acknowledgement that wages need be competitive and comparable to the local market. This has allowed ABM to maintain, recruit and hire quality employees to work alongside our staff in our facilities. We have been blessed that ABM had the foresight to review their salaries prior to the worker shortage our country is experiencing currently. During this Pandemic our ABM partners have been there and assisted with planning and execution of our additional cleaning and sanitizing processes. They have also brought on additional workers to help maintain those new processes. We could not have stayed in person in our facilities if had not been for their hard work in making our staff and students feel safe within our facilities.

In closing, we would recommend ABM to any school district that is currently seeking to outsource their custodial and maintenance services or is looking to change their current contractor. Our school system has benefited greatly from our partnership with ABM and look forward to many more years to come. ABM is a great contributor to our community and provides excellent service to our students and staff.

Sincerely,

Garnett Ray  
Chair, Harris County Board of Education



**Office of the Deputy Superintendent**  
One Park Center Court, Suite A  
Manassas Park, VA 20111-2395  
703-335-8850  
703-361-4583 - Fax

June 4, 2021

Manassas Park City Schools is a small school division with approximately 3400 students located in Northern Virginia. We consist of two elementary schools, one middle school, and one high school. Relationships are a critical component of our beliefs.

I am writing to recommend the services of ABM Industries Inc. ABM was contracted to provide custodial and maintenance services in 2014. The school division is extremely pleased with the level of service and care that ABM has provided. The level of cleanliness and responsiveness continues to be impressive. ABM is not only thorough, but also easy to work with and always willing to take the time to discuss any concerns and respond to questions.

Entering into our contract with ABM allowed the school division to capitalize on savings, without sacrificing the cleanliness or safety of our facilities. The contract has allowed the school division to direct more funding towards our students. MPCCS is extremely pleased with the quality of the staff as well as the working relationship with ABM. The staff that are placed in our buildings are reliable, professional, and detail oriented. Together, we have built a truly special relationship during the past seven years.

I would be happy to answer any questions that you may have.

Kind Regards,

  
Eric W. Neff

*This page left intentionally blank.*

## VI. Fee Schedule

Payment shall be due within (30) days from the earlier of the date of invoice or the last day of each month for which the Services were performed. A late charge of the lesser of (a) 1.5% per month or (b) the maximum rate permitted by law, shall be paid by Client to ABM on any past due payment not received within fifteen (15) days after the payment due date.

*This page left intentionally blank.*

## VII. Other Information

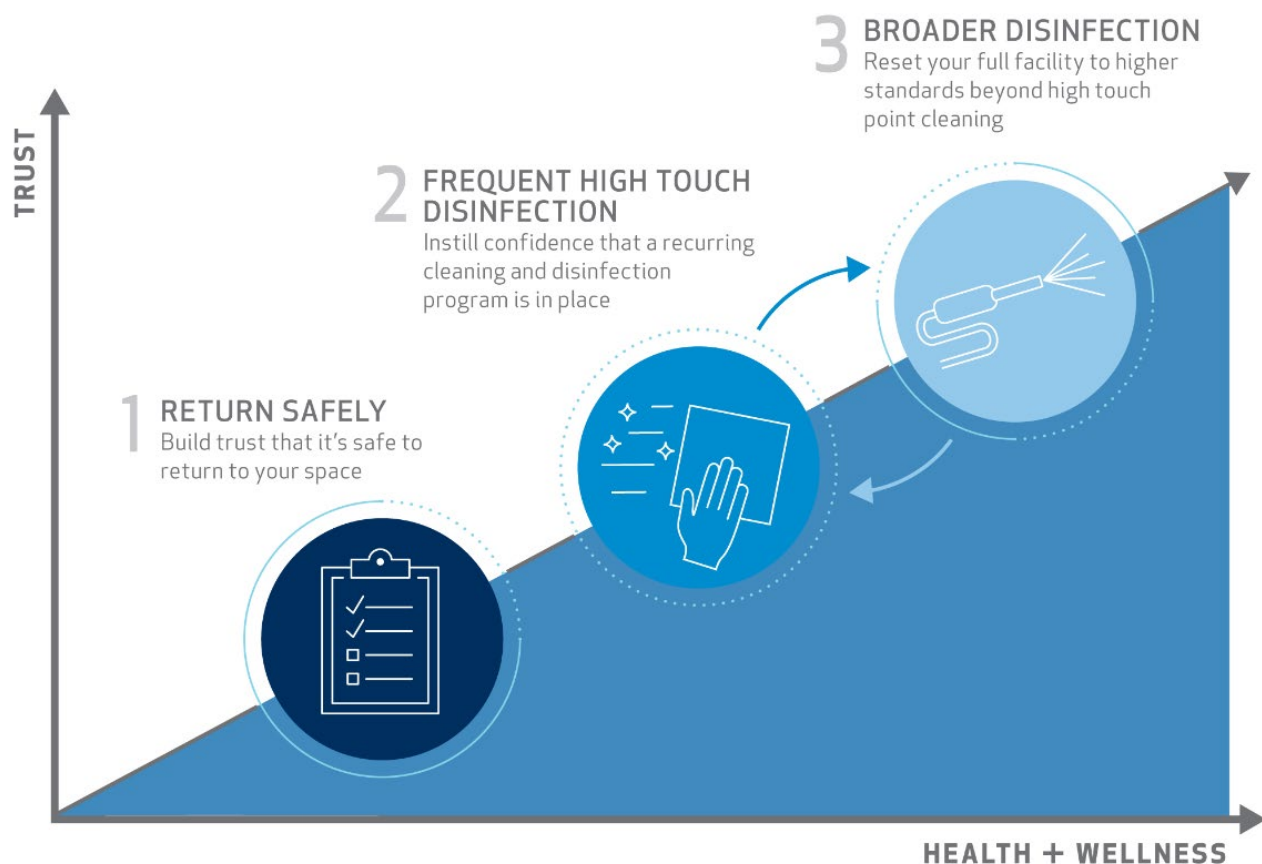
### ABM EnhancedClean™ Program

#### Pathogen control for occupant and building wellness

##### A holistic approach to creating healthier buildings for your college

ABM is uniquely positioned to help GMSD prevent the spread of pathogens through a three-step approach to building disinfection, backed by an expert-certified disinfection process and training program.

Beyond maintaining cleanliness, the ABM EnhancedClean program can help assure students, faculty, staff, and visitors that you're doing your part to create healthier spaces—whether it's upon reopening comprehensively, disinfecting more frequently, or looking at the health of your building more holistically with advanced technologies.



## Determining the right approach at the right time

Every building is unique, but what all facilities have in common is the ongoing need for preventative practices and regular disinfection to improve the health and wellness of the building and its students, faculty, staff, and visitors. We can help you meet the evolving challenges of reopening and ongoing facility services, supplemented by broad disinfection technologies to cover every angle of building wellness.

	Suggested Frequency	Methods Employed	Team Members Deployed	Supplies and Equipment
<p><b>Step 1: Return Safely</b> Build trust that it's safe to return to your space.</p>	Intervals based on reentry	<ul style="list-style-type: none"> <li>• Pre-opening site assessment(s) using reentry checklists to inform return to work strategy</li> <li>• Workforce protocols (i.e. PPE and social distancing procedures)</li> <li>• Implement preventative products strategy</li> <li>• One-time enhanced clean</li> </ul>	Certified disinfection specialists	<ul style="list-style-type: none"> <li>• No touch fixtures, dispensers, and door openers</li> <li>• Centralized trash receptacles</li> <li>• Sensor technologies</li> <li>• Hand-sanitizing stations (based on availability)</li> <li>• Disinfecting wipes for occupants (based on availability)</li> <li>• EPA-registered disinfectants qualified for use against SARS-CoV-2</li> </ul>
<p><b>Step 2: Frequent High Touch Disinfection</b> Instill confidence that a recurring cleaning and disinfection program is in place.</p>	Intervals range from hourly to daily	<ul style="list-style-type: none"> <li>• Site-specific SOW for each facility type based on occupancy levels</li> <li>• Cleaning and disinfection of all high touch point areas in facility</li> </ul>	Certified disinfection specialists	<ul style="list-style-type: none"> <li>• Occupant Communication Kits</li> <li>• EPA-registered disinfectants qualified for use against SARS-CoV-2</li> <li>• Proper PPE</li> <li>• Microfiber program</li> </ul>
<p><b>Step 3: Broader Disinfection</b> Reset your full facility to higher standards beyond high touch point cleaning.</p>	Intervals range from nightly to quarterly	<ul style="list-style-type: none"> <li>• Large area disinfection</li> </ul>	Certified disinfection specialists	<ul style="list-style-type: none"> <li>• Electrostatic sprayers</li> <li>• Hospital grade EPA-registered disinfectants with faster kill time and broader pathogen spectrum if an outbreak has occurred in your facility</li> </ul> <p>Continued product testing:</p> <ul style="list-style-type: none"> <li>• Testing and validation</li> <li>• UV devices and UVC lighting</li> </ul>

# ABM EnhancedFacility™ Program

## Ensure Safer, Healthier Spaces

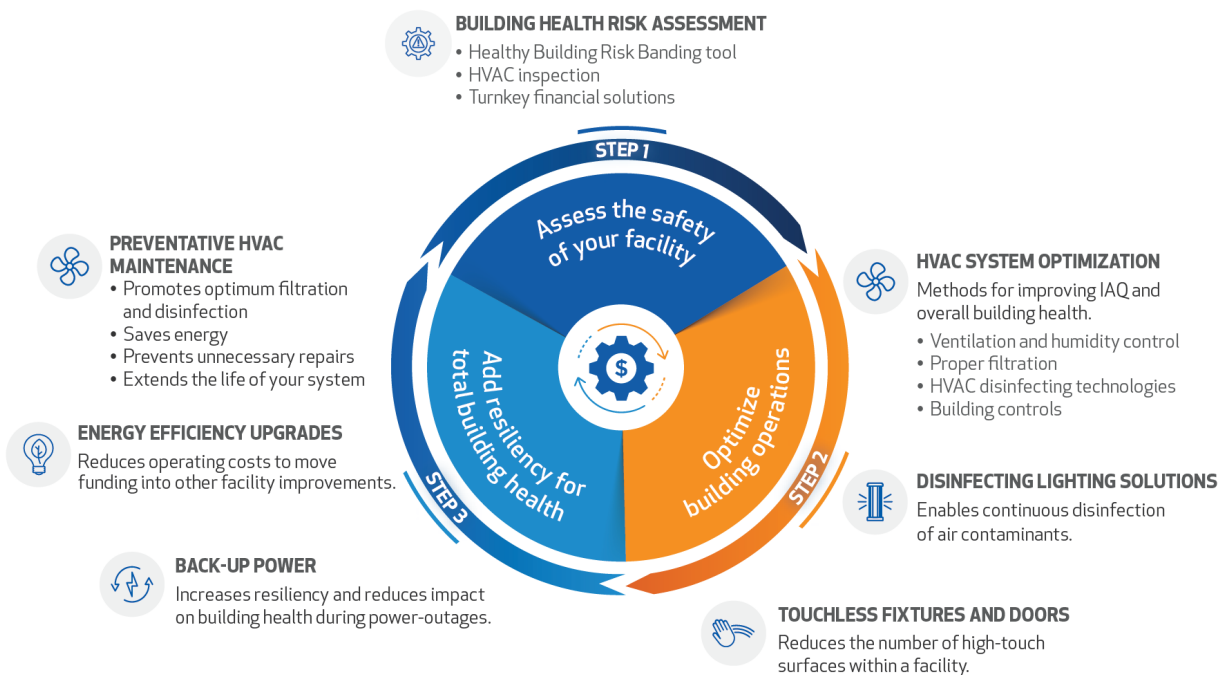
### Restore Confidence by Ensuring Healthy Air Indoors

Chances are you took re-opening your college mid-pandemic seriously. You likely have ongoing plans that include protocols for cleaning, surface disinfection, social distancing, hand hygiene and more. However, mounting research suggests that COVID-19 droplets may remain in the air and could be primary sources of transmission. Have you put measures in place to reduce the spread of pathogens in the air? ABM's EnhancedFacility™ program can help.

The EnhancedFacility program provides facility services and solutions focused on improving indoor air quality (IAQ) to foster better occupant well-being through improved building health, safety, and efficiency. We can help you implement effective strategies you need to improve IAQ, therefore reducing viral transmission.

## How EnhancedFacility Works

ABM's EnhancedFacility program delivers healthier indoor air and more efficient operations to take care of what's most important – the health and safety of the people in your college.



## Our Expert Risk Assessment and Control Banding Process

Using our proprietary Healthy Building Risk Assessment developed alongside our Expert Advisory Council, we can assess and identify IAQ challenges and recommend effective and cost-efficient solutions.



### First, your facility's exposure risk is categorized

Using our proprietary Healthy Building Risk Assessment, your facility's overall risk level is identified (low to very high).



### Then, the highest priorities to each facility are identified

The most important and effective strategies for your facility's specific risk level are determined.



### Lastly, targeted solutions based on risk level are developed for maintenance, lighting, and HVAC systems

A report of fact-based recommendations help you form a comprehensive strategy for reopening and operating more safely.

## Healthier Facilities, Healthier Occupants

There are several new and advanced technologies for biohazard disinfection of the air and surfaces that may be effective depending on the unique needs of the facility, including Needlepoint Bipolar Ionization technology within HVAC systems, Dry Hydrogen Peroxide Generation, and Far-UV and UV-C lighting technologies.

These specific recommendations help prioritize budgets to focus on actions that will make the most impact. ABM can also help with funding options. We have access to public and private loan programs which could be paid for by savings realized through an ABM Condition Assessment.

*ABM EnhancedFacility™ Services are designed to reduce but not eliminate the risks of spreading infectious disease and viruses. There is*

**ENHANCED**Facility™ 

*no guarantee that the EnhancedFacility Services or any facility or cleaning services will completely eliminate the risks of spreading infectious diseases and viruses.*

## Restore confidence in the new normal with building health, safety, and efficiency

EnhancedFacility complements the cleaning and disinfection offered in EnhancedClean™ (visit [EnhancedClean.com](http://EnhancedClean.com) for more information).

Together, they help reduce viral transmission on surfaces and in the air.

Additional services like the installation of touchless fixtures and doors will also lower your facility's risk.

These programs foster greater occupant trust and confidence regarding your commitment to their health and safety, during the pandemic and beyond.

LET'S STAY  
**HEALTHY TOGETHER.**

# VIII. Request for Proposal Cover Sheet



Germantown Municipal School District  
 3350 S. Forest Hill Irene Rd.  
 Germantown, TN 38138

## REQUEST FOR PROPOSAL MANAGEMENT AND OPERATION BUILDING MAINTENANCE FUNCTIONS

Request for Proposal #FY 2021-22-07

December 17, 2021

The Germantown Municipal School District is soliciting proposals from qualified participants for Administrative and Technical Direction for the Management and Operation Building Maintenance Functions for the six (6) District schools as well as the District Office. The addresses of each school and District Office are listed below:

- Dogwood Elementary School (88,000 sq ft) - 8945 Dogwood Rd. Germantown, TN 38139
- Farmington Elementary School (73,908 sq ft) - 2085 Cordes Rd. Germantown, TN 38139
- Forest Hill Elementary School (105,780 sq ft) - 3368 S. Forest Hill Irene Rd. Germantown, TN 38138
- Riverdale K-8 School (152,199 sq ft) - 1745 Miller Farms Rd. Germantown, TN 38138
- Houston Middle School (92,750 sq ft) - 9400 Wolf River Blvd. Germantown, TN 38139
- Houston High School (281,689 sq ft) - 9755 Wolf River Blvd. Germantown, TN 38139
- Germantown Municipal School District Office (20,016 sq ft) - 3350 S. Forest Hill Irene Rd, Germantown, TN 38138

The General Conditions, Scope of Services, and General Specifications for this proposal are contained on the following pages.

There will be a mandatory pre-bid meeting 10:00 A.M., Central Time on January 3, 2022 at the District Office location in the GMSD Board Room. This is a mandatory pre bid conference. After introduction at the GMSD district office and Forest Hill Elementary campus, all interested parties will meet at the second location of Houston High School, 9755 Wolf River Boulevard, 38139. From there we will travel from east to west for campus site visits, and we wish to conduct a conference at each of our schools.

Proposals are due no later than 2:00 PM Central Time on January 18, 2022. Please note that proposals will be accepted at that time for evaluation. Proposals will not be read out loud and will be evaluated in a timely fashion by district approved and appointed committee. All proposals must be time stamped in at the GMSD Front desk on January 18, 2022 before 2:00 PM. Proposals will not be accepted via any form of electronic media.

The Germantown Municipal School District reserves the right to reject any or all Request for Proposals, waive defects or informalities in Request for Proposals and to make awards as deemed to be in its best interest. If awarded, awards will be made to the lowest and or best proposer.

In compliance with this Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this RFP be accepted, to furnish any or all of the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to indemnify, protect, defend and hold harmless the Germantown Municipal School District, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against the School Districts' agents and employees arising out of the use of any product or article that is provided pursuant to the RFP. Proposer further agrees to indemnify, protect, defend and hold harmless the Germantown Municipal School District, its Board Members, agents and employees from all judgments, claims, demands for payment, or suits or actions of every nature and description brought against the aforementioned alleging injuries and damages sustained by any person arising out of or in the course of the proposer performing or failing to perform the service and/or providing or failing to provide the goods related to this Request for Proposal.

Proposer also certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide his/her/its employees any segregated facilities at any of his/her/its establishments.

The Germantown Municipal School District offers educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability or genetic information.

TERMS: DELIVERY: Days A.R.O.  
 COMPANY NAME ABM Industry Groups, LLC

ADDRESS 8400 Wolf Lake Drive Suite 111-112 PHONE 615-946-7122 FAX 800.452.5306

CITY STATE Bartlett, TN ZIP 38133 E-MAIL ADDRESS Kristopher.Thomas@abm.com

Names and signatures below certify that you understand and agree to all information in this Request for Proposal.

AUTHORIZED REPRESENTATIVE (Print)

SIGNATURE

DATE

Kristopher Thomas



1/18/2022 1

## IX. Certificate of Non-Discrimination Form



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

### CERTIFICATE OF NON-DISCRIMINATION

By submission of this Request for Proposal, the contractor (NAME OF FIRM)

ABM Industry Groups, LLC

certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its establishments; and, further, that he/she/it does not and will not permit his/her/its employees to perform their services at any location under his/her/its contract where segregated facilities are maintained.

ABM Industry Groups, LLC

CONTRACTOR'S NAME

SIGNATURE

1/18/2022

DATE

Kristopher Thomas

Printed or Typed Name of Individual Signing for the Contractor

# X. Request for Proposal Agreement



Germantown Municipal School District  
 3350 S. Forest Hill Irene Rd.  
 Germantown, TN 38138

## REQUEST FOR PROPOSAL AGREEMENT

In compliance with the Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this Request for Proposal be accepted, to furnish any or all services upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to protect, defend and hold harmless the Germantown Municipal School District, its Board Members, agents, and employees from any suits or demands for payment that may be brought against it for the use of any product or article that becomes a part of an order or contract, and further agrees to indemnify and hold harmless the School District, its Board Members, agents, and employees from any suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties, or his servants or agents in the course of fulfilling the terms of the contract and/or Request for Proposal.

ABM Industry Groups, LLC

Name of Firm		
8400 Wolf Lake Drive Suite 111-112		
Address		
Bartlett	TN	38133
City	State	Zip
Kristopher Thomas	<i>Kristopher Thomas</i>	<i>Thomas</i>
Authorized Representative	Signature	
net 30		
Terms		
901-277-3572	800.452.5306	
Phone	Fax Number	
Kristopher.Thomas@abm.com		
E-Mail Address		
1/18/2022		
Date		

# XI. Notarized Hold Harmless Agreement



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

## HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between ABM Industry Groups, LLC  
Name of Contractor

(Hereinafter Contractor), and the Germantown Municipal School District named in this RFP. Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from the Germantown Municipal School District "Contractor" agrees to indemnify, protect, defend, and hold harmless the School District, its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against the School District, its Board Members, agents and employees alleging injuries or damages sustained by any person arising out of or in the course of "Contractor's" providing goods or services to School District.

(Name of Contractor) ABM Industry Groups, LLC

BY: Kristopher Thomas

TITLE: Regional Vice President

State of Tennessee  
County of Shelby Knox

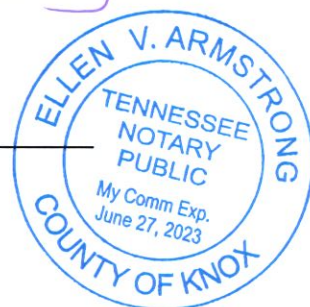
Kristopher Thomas personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of ABM Industry Groups, LLC.

Kristopher Thomas  
Signature

Witness by hand and Notaries seal at office this 14<sup>th</sup> day of January, year of 2022.

Ellen V. Armstrong  
Notary Public

My Commission Expires: June 27, 2023



## XII. Proposal Pricing Sheet

Our proposal is in direct response to the requirements outlined in the RFP. Additionally, we provided an Alternate Proposal that maintains current staffing plus one (1) additional technician to cover the increased square footage in 2021. Below highlights the cost difference between our Proposed and Alternate bids with our current program price shown for comparison. We believe by providing our Alternate Proposal - adding one additional technician above our current staffing levels – ABM will be able to support the requirements in this RFP in addition to the increased square footage while maintaining high level quality service and delivering savings to the district.

	PROPOSED RFP Bid Response	CURRENT PROGRAM	ALTERNATE Current + 1 Tech
<b>Cost (Annually)</b>	\$777,697	\$470,700	\$568,543
<b>Staffing</b>	1 Manager 8 Technicians 1 Admin	1 Manager 4 Technicians 1 Admin	1 Manager 5 Technicians- <i>To cover increased Sqft</i> 1 Admin

### Proposed Pricing – RFP BID RESPONSE



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

### REQUEST FOR PROPOSAL PRICING SHEET

**There is no guarantee as to the total amount of funds in the award of this RFP.**

Item No.		Monthly Cost
1.	<u>Germantown Municipal School District (all services/locations)</u>	\$64,808.08

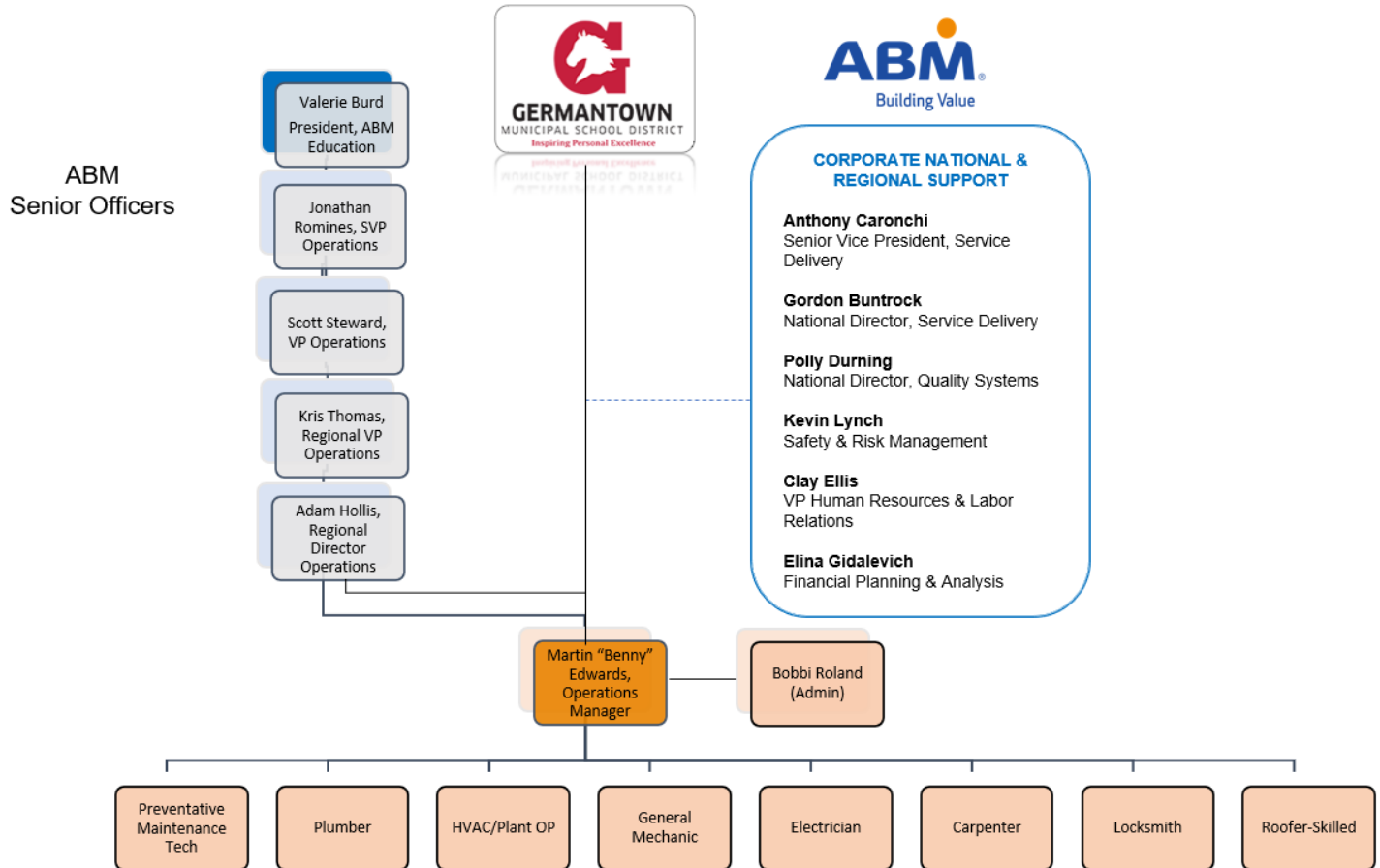
State your cost per \$1,000.00 for Performance, Labor and Materials Bond, if required\$ \$3.15

ABM Industries Group, LLC  
Company Name

## Proposed Staffing Chart – RFP BID RESPONSE

<b>Job Title</b>	<b>Shift -Full Time (1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup>)</b>	<b>PT/FT</b>	<b>Hours</b>	<b>Days/Yr</b>
Director of Operations (Account Manager)	1st	F/T	6:30a-3:00p	260
Preventative Maintenance Tech	1st	F/T	6:30a-3:00p	260
Plumber	1st	F/T	6:30a-3:00p	260
HVAC Tech/Plant OP	1st	F/T	6:30a-3:00p	260
General Mechanic	1st	F/T	6:30a-3:00p	260
Electrician	1st	F/T	6:30a-3:00p	260
Locksmith	1st	F/T	6:30a-3:00p	260
Carpenter	1st	F/T	6:30a-3:00p	260
Rofer-skilled	1st	F/T	6:30a-3:00p	260

## Proposed Organization Chart – RFP BID RESPONSE



## ALTERNATE Pricing and Organization/Staffing Chart

We believe by providing our Alternate Proposal - adding one additional technician above our current staffing levels – ABM will be able to support the requirements in this RFP in addition to the increased square footage while maintaining high level quality service and delivering savings to the district.

### ABM's ALTERNATE PRICE



Germantown Municipal School District  
 3350 S. Forest Hill Irene Rd.  
 Germantown, TN 38138

### REQUEST FOR PROPOSAL PRICING SHEET

**There is no guarantee as to the total amount of funds in the award of this RFP.**

Item No.		Monthly Cost
1.	<u>Germantown Municipal School District (all services/locations)</u>	\$46,386.08

State your cost per \$1,000.00 for Performance, Labor and Materials Bond, if required\$ \$3.15

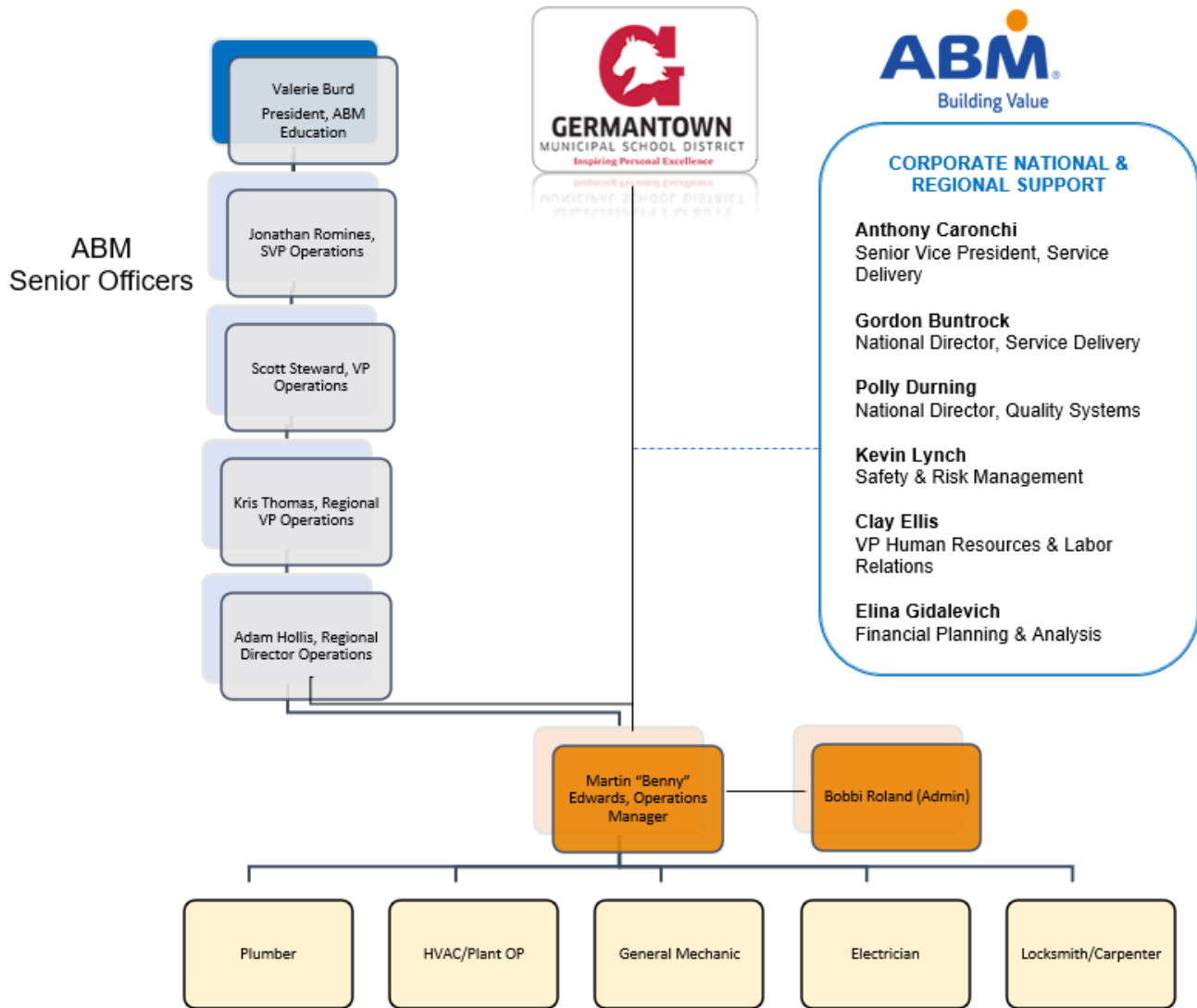
ABM Industries Group, LLC  
 Company Name

## ALTERNATE Staffing Chart

ALTERNATE STAFFING PLAN				
Job Title	Shift -Full Time (1 <sup>st</sup> , 2 <sup>nd</sup> 3 <sup>rd</sup> )	PT/FT	Hours	Days/Yr
Director of Operations (Account Manager)	1 <sup>st</sup>	F/T	6:30a-3:00p	260
Plumber	1st	F/T	6:30a-3:00p	260
HVAC Tech/Plant OP	1st	F/T	6:30a-3:00p	260
General Mechanic	1st	F/T	6:30a-3:00p	260
Electrician	1st	F/T	6:30a-3:00p	260
Locksmith/Carpenter	1st	F/T	6:30a-3:00p	260

## ALTERNATE Organization Chart

### Alternate Proposal Organization Chart



---

## XIII. Acknowledgement of Addenda

ABM Acknowledges Addendum #1 for FY2021-22-07/ Management and Opeation Building Maintenance Funcdtions – Question & Answer Document.

W-9

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**ABM Industry Groups, LLC**

2 Business name/disregarded entity name, if different from above  
**ABM**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**14141 SW Frwy Ste 400**

6 City, state, and ZIP code  
**Sugar land, TX 77478**

7 List account number(s) here (optional)  
**POBox419860 Boston,MA02241-9860, POBox74008829 Chicago,IL60674-8829, POBox52609 LosAngeles,CA90074**

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

9	5	-	2	4	9	5	5	5	6
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ **Cheri Thompson** Date ▶ **1/1/2021**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# Vendor Application Form



## Germantown Municipal School District

3350 Forest Hill Irene Road  
 Germantown TN 38138  
 901-752-7900

Jacqueline Saunders, Purchasing Analyst  
 Jacqueline.Saunders@gmsdk12.org  
 FAX (901)757-6479

### GMSD Vendor/Contractor Application and Information Packet

*This packet should be submitted via mail, fax or email. Unless otherwise noted, each section should be completed. If a section is to be omitted, it will be designated with the signature on page 7 (or at the end of the document) of a GMSD District Office employee.*

#### VENDOR/CONTRACTOR INFORMATION

Date of Application: 1/18/22 Business Location(County & State): Fort Bend & TX

Business Name (as listed on W-9): ABM Industry Groups, LLC

Federal Employer ID Number (as listed on W-9): 95-2495556

Mailing Address (as listed on W-9): Telephone: 615-946-7122

14141 SW Frwy Ste 400 Fax: 800.452.5306

Sugar land, TX 77478 Email: Kristopher.Thomas@abm.com

Type of Business (Check One) Manufacturer \_\_\_ Construction \_\_\_ Distributor \_\_\_ Agent/Rep \_\_\_  
 Other  (please specify) professional services

Organization (Check One) Individual \_\_\_ Partnership \_\_\_ Corporation  Non-Profit Org. \_\_\_

Business Certification Yes  No \_\_\_

Uniform Certification Agency Number: Not applicable

*(Please Select Only Those Categories That Apply)*

SMALL BUSINESS ENTERPRISE \_\_\_

WOMEN-OWNED BUSINESS \_\_\_

MINORITY BUSINESS ENTERPRISE: Not Applicable

Asian/Pacific Female ___	Black-Non Hispanic Female ___	Native American Indian/Alaskan Female ___
Asian/Pacific Male ___	Black-Non Hispanic Male ___	Native American Indian/Alaskan Male ___
Asian/Indian Female ___	Black ___	White American Female ___
Asian/Indian Male ___	Hispanic Female ___	White American Male ___
	Hispanic Male ___	

How Long in Present Business 100+ years  
Average Number of Employees 110,000  
Average Annual Sales \$ 6.3 billion

**LIST OTHER TN CUSTOMERS YOU HAVE SOLD / SERVICED TO:**

Metropolitan Nashville Public Schools Phone # 615-259-8515

Maury County Public School System Phone # 931-388-8403

Robertson County Schools Phone # 615-384-5588

Approximate Inventory Normally Stocked \$ Not applicable (if applicable)

Location of Warehouse Facility: Not applicable and/or Location of Service Facility: 8400 Wolf Lake Drive Suite 111-112

**NAMES OF OFFICERS, MEMBERS OR OWNERS, PARTNERSHIP, ETC.:**

PRESIDENT: Scott Salmirs, President and CEO

VICE-PRESIDENT: Rene Jacobsen, Executive Vice President and COO

SECRETARY: Andrea Newborn, General Counsel and Corporate Secretary

TREASURER: Dean Chin, Chief Accounting Officer, Corporate Controller and Treasurer

**PERSONS AUTHORIZED TO SIGN BIDS & CONTRACTS:**

NAME: Kristopher Thomas

OFFICIAL CAPACITY: Regional Vice President

Note: Each manufacturer, supplier and vendor is responsible for notifying GMSD Purchasing of any change to any/all information listed above.

By requesting to be placed on GMSD's Vendor/Contractor/Bidder's List, each manufacturer, supplier and vendor is agreeing to do business with GMSD. Each manufacturer, supplier, vendor also agrees to extend credit to GMSD without requiring a credit application and to fulfill any Purchase Orders and/or contractual obligation that may occur. If a credit application is required, a submitted bid may be rejected.

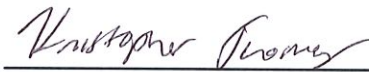
# Proposal Acknowledgement

I have read the aforementioned terms set forth by GMSD and attest I have reviewed the TCA statutes and Board policies referenced in this document. My signature below indicates my company and its representatives agree to abide by all the terms set forth in this agreement.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.

*I understand that for this application to be complete, my company must also submit:*

- Completed W-9
- Certificate of Insurance (listing GMSD 3350 S. Forest Hill Road Germantown TN 38138-- as Additional Insured)  Copy of Drug and Alcohol Policy
- Copy of Background Check Policy and Company Utilizing



Signature

Kristopher Thomas

Name (Please Print)

Senior Vice President

Title

District Office Signature: \_\_\_\_\_

Raptor may be used in lieu of Background Check Requirements  
No COI required for this submission

\_\_\_\_\_  
\_\_\_\_\_

*We value our partnership with ABM and the collective commitment to provide our students and educators clean, safe learning environments every day.*

*ABM's responsive, cost-effective, and customer-driven service enables our district to stretch the lifespan of our facilities and focus more of our funds on our students in our classrooms.*

*Jerry S. Boyd, Superintendent  
Putnam County Schools*

# What to Expect From ABM

ABM provides solutions that lower your operating costs, preserve your assets and maximize their value. We focus on these core areas in order to deliver the best service possible:

## Service Excellence

With our highly-trained, in-house workforce, you can trust that we'll provide you with services that increase efficiencies and lower your operating expenses—all while maintaining a uniform standard of service excellence.

## Breadth of Services

We'll provide you with an unrivaled range of facilities solutions that will keep your properties safe, clean, comfortable and energy efficient.

## Deep Industry Expertise

From our national office to our local branches, we've made sure our workforce understands your industry. After all, in over 100 years' of service, we've developed the expertise to make our solutions work best for you.

## Technology-Enabled Workforce

Your facilities will be serviced with the support of innovative technology solutions that will simplify service delivery and allow for greater transparency.

## Guaranteed Sustainability Solutions

We've got expertise to support all of your sustainability goals, including green cleaning, LEED support, bundled energy solutions, and more.

***We Are Ready to Build Value For Germantown Municipal School District!***





Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

**REQUEST FOR PROPOSAL  
MANAGEMENT AND OPERATION BUILDING MAINTENANCE FUNCTIONS**

**Request for Proposal #FY 2021-22-07**

**December 17, 2021**

The Germantown Municipal School District is soliciting proposals from qualified participants for Administrative and Technical Direction for the Management and Operation Building Maintenance Functions for the six (6) District schools as well as the District Office. The addresses of each school and District Office are listed below:

- Dogwood Elementary School (88,000 sq ft) - 8945 Dogwood Rd. Germantown, TN 38139
- Farmington Elementary School (73,908 sq ft) - 2085 Cordes Rd. Germantown, TN 38139
- Forest Hill Elementary School (105,780 sq ft) - 3368 S. Forest Hill Irene Rd. Germantown, TN 38138
- Riverdale K-8 School (152,199 sq ft) - 1745 Miller Farms Rd. Germantown, TN 38138
- Houston Middle School (92,750 sq ft) - 9400 Wolf River Blvd. Germantown, TN 38139
- Houston High School (281,689 sq ft) -9755 Wolf River Blvd. Germantown, TN 38139
- Germantown Municipal School District Office (20,016 sq ft) - 3350 S. Forest Hill Irene Rd, Germantown, TN 38138

The General Conditions, Scope of Services, and General Specifications for this proposal are contained on the following pages.

There will be a mandatory pre-bid meeting 10:00 A.M., Central Time on January 3, 2022 at the District Office location in the GMSD Board Room. This is a mandatory pre bid conference. After introduction at the GMSD district office and Forest Hill Elementary campus, all interested parties will meet at the second location of Houston High School, 9755 Wolf River Boulevard, 38139. From there we will travel from east to west for campus site visits, and we wish to conduct a conference at each of our schools.

Proposals are due no later than 2:00 PM Central Time on January 18, 2022. Please note that proposals will be accepted at that time for evaluation. Proposals will not be read out loud and will be evaluated in a timely fashion by district approved and appointed committee. All proposals must be time stamped in at the GMSD Front desk on January 18, 2022 before 2:00 PM. Proposals will not be accepted via any form of electronic media.

The Germantown Municipal School District reserves the right to reject any or all Request for Proposals, waive defects or informalities in Request for Proposals and to make awards as deemed to be in its best interest. If awarded, awards will be made to the lowest and or best proposer.

In compliance with this Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this RFP be accepted, to furnish any or all of the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to indemnify, protect, defend and hold harmless the Germantown Municipal School District, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against the School Districts' agents and employees arising out of the use of any product or article that is provided pursuant to the RFP. Proposer further agrees to indemnify, protect, defend and hold harmless the Germantown Municipal School District, its Board Members, agents and employees from all judgments, claims, demands for payment, or suits or actions of every nature and description brought against the aforementioned alleging injuries and damages sustained by any person arising out of or in the course of the proposer performing or failing to perform the service and/or providing or failing to provide the goods related to this Request for Proposal.

Proposer also certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide his/her/its employees any segregated facilities at any of his/her/its establishments.

The Germantown Municipal School District offers educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability or genetic information.

**TERMS:**  
**COMPANY NAME**

**DELIVERY:** Days A.R.O.

**ADDRESS**

**PHONE**

**FAX**

**CITY STATE**

**ZIP**

**E-MAIL ADDRESS**

Names and signatures below certify that you understand and agree to all information in this Request for Proposal.

**AUTHORIZED REPRESENTATIVE (Print)**

**SIGNATURE**

**DATE**



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

## GENERAL CONDITIONS:

1. Proposals are due no later than 2:00 P.M., Central Time, January 18, 2022, at the Germantown Municipal School District Office's Front Desk, 3350 S. Forest Hill Irene Rd. 38138.

2. There will be a mandatory pre-bid meeting 10:00 A.M., Central Time on January 3, 2022, at the District Office located at 3350 S. Forest Hill Irene Rd. 38138. All interested parties will meet in the GMSD Board Room for introduction. After introduction at the GMSD district office and Forest Hill Elementary campus, all interested parties will meet at the second location of Houston High School, 9755 Wolf River Boulevard, 38139. From there we will travel from east to west for campus site visits, and we wish to conduct a conference at each of our school campuses.

3. Pricing quoted shall be guaranteed firm for a minimum one (1) year and may not be modified between the time of proposal and the time the RFP is awarded. Initial contract period will run from July 1, 2022 through June 30, 2023 with the option to extend annually for up to four (4) additional consecutive one (1) year periods if agreeable by all parties.

4. Proposals should provide a straightforward and concise presentation, adequate to satisfy the requirements of the Request for Proposal (RFP). Emphasis should be on completeness, clarity of contents and responsiveness to the RFP. Proposals should be structured to respond to the RFP specifications. Format of Request for Proposal response should be as follows:

- I. Executive Summary
- II. Company Organization Chart/Management Structure and Personnel Qualifications
- III. Staffing Recommendations for Project
- IV. Project Plan
- V. References: List five (5) references from clients. Include contact name, address, telephone number, and email address.
- VI. Fee Schedule
- VII. Other information as specified or included for consideration
- VIII. Completed and Signed Request for Proposal Cover Sheet
- IX. Completed and Signed Certificate of Non-Discrimination Form
- X. Completed and Signed Request for Proposal Agreement
- XI. Completed and Notarized Hold Harmless Agreement
- XII. Completed Request for Pricing Sheet

5. Estimated project timing:

- |                                  |  |
|----------------------------------|--|
| - RFP posted                     | December 17, 2021                                      |
| - Pre-Bid Meeting                | January 3, 2022  |
| - Deadline for Questions         | January 10, 2022 no later than 4:00 P.M., Central Time |
| - RFP Due                        | January 18, 2022 no later than 2:00 PM                 |
| - Committee Evaluation           | February 15, 2022                                      |
| - Proposer's Presentations       | March 15, 2022 (if required)                           |
| - Committee Recommendation/Award | April 2022   |
| - Board Contract Approval        | May 2022   |
| - Implementation Begins          | July 1, 2022   |



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

**GENERAL CONDITIONS:** cont'd.

6. The proposals will be evaluated, and a vendor selected using the following criteria:

- Project Plan 20 points
- Firm Experience, and Personnel 15 points
- Qualifications and Licenses 15 points
- Understanding of Scope and Intent 20 points
- Cost 30 points

7. **There is no guarantee as to which district will participate in the award of this RFP. There is no guarantee as to the total amount of funds in the award of this RFP. Each district will be invoiced separately and will be responsible for payment of the invoice.**

8. The General Conditions, Scope of Services, and General Specifications in no way favor one (1) vendor over another. Proposers shall abide by and comply with the true intent of the General Conditions, Scope of Services, and General Specifications and not take advantage of any unintentional error or omission of the school districts.

9. Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.

10. It is agreed and understood that state laws shall govern any contract and/or order placed as a result of this RFP. The rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Tennessee.

11. During the period of this contract, no change will be permitted in any of its conditions and specifications unless the Contractor receives written approval from the school district.

12. Proposer to submit six (6) complete hardcopy sets (original and five (5) copies) and six (6) soft copies on USB Memory Key. Responses shall be delivered in a sealed envelope and/or carton clearly marked, "**RFP #FY21-22-07 – Maintenance Contract**". All price quotations and related materials must be received in a sealed envelope and/or carton. Time, date and nature of RFP must be clearly marked on face of sealed envelope. Attach label from last page of this document to outside of your RFP response.

13. By agreeing to provide goods or services to the Germantown Municipal School District, you are attesting that you are aware of your obligations under T.C.A. 49-5-413(d) to ensure that all of your employees who have direct contact with students of the Schools or to children in the School Districts' child care program or who have access to the grounds of any School when children are present have done the following:

(1) Supplied a fingerprint sample and submitted to criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with the district's children or entering the grounds of any Property owned by Germantown Municipal School District.



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

**GENERAL CONDITIONS:** cont'd.

(2) Successfully passed the aforementioned criminal history records check. If the criminal history records check indicates that the employee has been convicted of an offense that, if committed on or after July 1, 2007, is classified as a sexual offense in the T.C.A. 40-39-202(17) or a violent sexual offender in the T.C.A. 40-39-202(25) the employee may not enter the grounds of the School Districts or have direct contact with students of the School Districts or to children in the School Districts child care program.

The proposer also agrees that if one of your employees commits a sexual offense as defined in 40-39-202 or violent sexual offense as defined in 40-39-202 after you have conducted your initial criminal history check on such employee, said employee will notify you of the offense and you will subsequently not permit that employee to have contact with students of the School or to children in a School's child care program or to enter the grounds of the School.

You also agree and understand that your failure to satisfy all of the requirements of T.C.A. 40-39-202(17) will be deemed to be a material breach of this contract which could subject you to breach of contract damages.

14. The successful proposer(s) must carry insurance as specified and COI must be submitted with the RFP.  
**Certificate of Insurance must provide coverage for any/and all subcontractors.**

1. Worker's compensation coverage in accordance with the statutory requirement and limits of the State of Tennessee
2. Comprehensive General Liability Insurance for bodily injury (including death) and Property Damage Insurance of \$1,000,000.00 per occurrence from a company licensed to write insurance policies in the State of Tennessee
3. Comprehensive automobile liability insurance covering owned, hired and non-owned vehicles with a minimum of Bodily and Property damage of \$1,000,000.00 each accident, combined single limit from a company licensed to write insurance policies in the State of Tennessee
4. Excess or umbrella insurance of \$1,000,000.00 per occurrence from a company licensed to write insurance policies in the State of Tennessee
5. Fidelity/Employee Dishonesty Insurance with a \$100,000.00 limit
6. Employment Practices Liability Insurance (EPLI) with a \$100,000.00 limit

15. The Germantown Municipal School District shall be supplied satisfactory proof of coverage of the above required insurance. In addition, the District shall be conspicuously named on the Certificate of Insurance as an additional insured on Auto, GL, and Excess Policies, Fidelity/Employee Dishonesty Insurance, and Employment Practices Liability Insurance (EPLI).

16. The successful proposer(s) agrees that they will function as an independent contractor and agrees to indemnify and hold harmless the Germantown Municipal School District, its Board Members, employees, and agents for any and all claims that may arise out of its duties contracted for pursuant to this RFP.



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

**GENERAL CONDITIONS:** cont'd.

17. The Germantown Municipal School District reserves the right to require a Performance, Materials and Labor Bond from the successful proposer(s). In such an event the document cost for the Performance, Materials and Labor Bond will be reimbursed to the successful proposer(s). If a notarized Performance, Materials and Labor Bond is required by the Owner the notarized Performance, Materials and Labor Bond must be from an insurance company licensed in the State of Tennessee for 100% of the contract amount awarded. If required the notarized Performance, Materials and Labor Bond must be provided to:

Mr. Aaron Law, Operations Coordinator  
Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

State your cost per \$1,000.00 for Performance, Materials and Labor Bond, if required \$\_\_\_\_\_

18. Successful proposer(s) will be required to sign a contract with the Germantown Municipal School District in the award of the RFP for said services based on RFP specifications and the proposal response, as well as any written and/or electronic communications received from proposer in evaluation process. In addition, include copy of any contract your firm may require with proposal. Negotiations may be undertaken with the proposer whose understanding, qualifications, experience, fee schedule and financial terms show them to be best qualified, responsible and capable of performing the work and addressing the needs of the district(s).

19. Purchasing reserves, the right to request any additional information deemed necessary in the evaluation of this RFP. Requested information shall be submitted to Purchasing within five (5) business days from date of request.

20. Companies submitting RFPs must, if deemed necessary, be willing to meet with the school districts at the proposer's expense, to discuss their proposal. The school district shall not bear any costs or obligation with regard to the preparation of the proposal.

21. If at any time the school district is dissatisfied with the quality of service provided, a written notice of the specific problem(s) will be furnished to the proposer by certified letter. If the problem(s) is not corrected to the satisfaction of the school district(s) within thirty (30) business days of this written notice, this entire contract may be unilaterally terminated by the school district with no further obligation on their part. Contract may also be terminated if three (3) or more such occurrences occur within any twelve (12) month period.

22. The General Conditions, Scope of Services, and General Specifications listed in this proposal constitute the total terms and conditions that will be acceptable. The school district will not be bound by conditions other than those stated. RFP award will be made to the best responsive company and/or firm meeting the requirements of the school district.

23. The Germantown Municipal School District reserves the right to reject any or all responses, waive defects or informalities in responses and to make awards as deemed to be in its best interest. Award will be made to the best company and/or firm to be determined by the school district, if awarded. **Contracts may be awarded to one or multiple firms.**



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

24. As deemed necessary, Purchasing Shared Services reserves the right to seek competitive pricing for bid items listed during the duration of the awarded contract.

**25. Any and/all revisions made to this RFP prior to due date will be posted on the GMSD website and will be the responsibility of the proposer to check for any and/all revisions, under Department of Finance, Bid & RFP Opportunities-Addendum.**

26. NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Contract, funds for this Contract are payable from state, federal and or local appropriations. In the event that no funds or insufficient funds are appropriated and budgeted for monetary obligations which would otherwise be due and owing under the terms of this Contract, this Contract shall become null and void. After such termination of this Contract, the Customer shall have no continuing obligation under the terms of this Contract.

27. Any alteration to this RFP document by a vendor will deem that vendor's response to this RFP as null and void.

28. The Germantown Municipal School District reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies and/or School Districts) who express an interest in participating in any contract that results from the bid. Each of the piggyback Institutions will issue their own purchasing documents for purchasing of the goods/services by bidding of this service. Bidder agrees that the Germantown Municipal School District shall bear no responsibility or liability for any agreements between bidder and the other Institution(s) who desire to exercise this option.

29. Successful proposer(s) and its employees will be expected to adhere to all applicable Germantown Municipal School District Policies and Procedures.

30. Successful proposer(s) will be required to establish a sign-in and sign-out procedure for their employees. This information must be available for review by the Operations Department upon request.

31. Proposers will be required to quote pricing for each location in one lump sum as indicated on the Request for Proposal pricing sheet.

32. RFP award will be made to the lowest/best responsive proposer(s) meeting the requirements of the school district.

33. Proposer's recommendations must be in compliance with all local, state and federal codes, ordinances, regulations and laws. The successful proposer(s) shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws; rules, and regulations, including applicable licensing requirements, according to sound engineering, management and safety practices, and in compliance with any and all reasonable rules of the school district relative to the premises. No instructions given in the contract documents shall be construed as an authorization to violate any codes, ordinances, regulations, or laws.

34. The Germantown Municipal School district has the right at its discretion to terminate or renegotiate this Agreement due to occurrence of any event or action beyond its control. After such termination of this Contract, the Customer shall have no continuing obligation under the terms of this Contract.

35. Costs not delineated in the RFP response will not be negotiated in the contract.

36. Any exceptions to the General Conditions, Scope of Services, and General Specifications must be clearly stated in the RFP response.



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

**GENERAL CONDITIONS:** cont'd.

37. The Germantown Municipal School District reserves the right to award this RFP by line item, groups of items or the entire list of items (Lump Sum Total), whichever is deemed to be in the best interest of the District. Lump sum totals will be determined by the sum total of the extended unit cost of each item in a lump sum grouping. In all cases, the unit cost multiplied by the quantity bid will determine the extended cost of a line item.

38. The Germantown Municipal School District offers educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law.

39. The Germantown Municipal School District encourages qualified minority and/or women-owned businesses to submit bids. The District awards bids without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law.

40. All questions should be directed to Aaron Law, Operations Coordinator, at [aaron.law@gmsdk12.org](mailto:aaron.law@gmsdk12.org) no later than 4:00 P.M., Central Time, January 10, 2022. **All questions must be submitted by email.**



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

## CERTIFICATE OF NON-DISCRIMINATION

By submission of this Request for Proposal, the contractor (NAME OF FIRM)

---

certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its establishments; and, further, that he/she/it does not and will not permit his/her/its employees to perform their services at any location under his/her/its contract where segregated facilities are maintained.

---

CONTRACTOR'S NAME

---

SIGNATURE

---

DATE

---

Printed or Typed Name of Individual Signing for the Contractor



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

## REQUEST FOR PROPOSAL AGREEMENT

In compliance with the Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this Request for Proposal be accepted, to furnish any or all services upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to protect, defend and hold harmless the Germantown Municipal School District, its Board Members, agents, and employees from any suits or demands for payment that may be brought against it for the use of any product or article that becomes a part of an order or contract, and further agrees to indemnify and hold harmless the School District, its Board Members, agents, and employees from any suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties, or his servants or agents in the course of fulfilling the terms of the contract and/or Request for Proposal.

---

Name of Firm

---

Address

---

City

State

Zip

---

Authorized Representative

Signature

---

Terms

---

Phone

Fax Number

---

E-Mail Address

---

Date



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

**HOLD HARMLESS AGREEMENT**

This Hold Harmless Agreement is between \_\_\_\_\_  
Name of Contractor

(Hereinafter Contractor), and the Germantown Municipal School District named in this RFP. Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from the Germantown Municipal School District "Contractor" agrees to indemnify, protect, defend, and hold harmless the School District, its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against the School District, its Board Members, agents and employees alleging injuries or damages sustained by any person arising out of or in the course of "Contractor's" providing goods or services to School District.

(Name of Contractor) \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

State of Tennessee  
County of Shelby

\_\_\_\_\_ personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Signature

Witness by hand and Notaries seal at office this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

## **SCOPE OF SERVICES:**

Contractor shall supply labor as indicated in this specification. Parts/equipment will be provided by the Germantown Municipal School district through district approved supply distributors. Contractors supplied labor will purchase parts, materials and equipment of the account(s) provided by Germantown Municipal School district.

The selected Contractor will provide administrative and technical direction for the management and operation building maintenance functions throughout the Germantown Municipal School District. Such direction will include, but not be limited to, assistance in planning, organizing, coordination, direction, and training to ensure the buildings are functional, safe and to ensure dependable and optimized performance of heating, air conditioning, refrigeration, mechanical, electrical and plumbing systems of the Germantown Municipal School District during normal hours of operation and emergency response during other times. Contractor will maintain the Facility Operation and Maintenance (FOM) function in the buildings. Contractor will control the cost of labor and the materials, support energy conservation measures and maintain continuous availability of trained and experienced managers and technical support. Contractor is expected to provide administration and technical direction in the management of the maintenance organization. When requested, the Contractor will also be capable of providing the technical and engineering expertise and support for various operations' projects as detailed in the attached specifications.

Services will be provided in accordance with the highest standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes, licensure and regulations.

Contractor shall execute creative and cost-effective fiscal management of all related budgets and expenses.

## **SPECIFICATIONS OF SERVICES TO BE PROVIDED BY CONTRACTOR:**

### **A. Professional Management and Staff**

1. Provide management staff who will undertake all issues and duties pursuant to this RFP's specifications
2. Direct and train the employees in a manner providing for effective coordination of skills, time, facilities, purchased services, equipment, and supplies
3. Assist in development of specification and scopes as needed for all third-party service providers beyond core services provided by prime contractor.
4. At all times cooperate and coordinate with outside contractors whose products and services affect the services, repair or replacement of building systems. Provide them with assistance and instructions as to where the services need to be rendered
5. Communicate with district staff and key administration concerning work order requests and overall support service initiatives.

### **B. Safety and Compliance**

1. Contractor's manager shall support the district for providing safe well-maintained facilities to include:
  - Maintenance of all facility doors, windows and means of fire egress
  - Routine review and documented inspections of normal and emergency power supplies
  - Recommendations to administration concerning life safety procedures
  - Maintenance of facility equipment and structures to affect a safe environment
  - Code compliance for all required systems including but not limited to:
    - Interior Fire Alarms
    - Plumbing
    - Mechanical



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

Electrical  
Vertical Transportation  
Boilers and Pressure Vessels  
Hoods (kitchen & labs) and Ansuls  
Sprinkler / Standpipes

2. Provide assistance to the school district with respect to the school district's policies, procedures, designs, equipment and furnishings to facilitate compliance with applicable building codes, fire prevention codes, occupational safety and health codes and standards, and applicable Life Safety Codes.
3. Assist in the collection and filling in organized records, documents provided by the school district for certification of the physical plant's compliance with the requirements of applicable laws and regulations.
4. Prepare and submit a correction plan for deferred maintenance and safety deficiencies on an ongoing basis. (Facility Condition Index-FCI). Formal FCI costs to be borne by the school district.
5. Provide recommendations to allow safe facility practices.
6. Upon notification to Contractor of an incident, Contractor shall administer a safety incident reporting system to include investigation and evaluation of incidents.
7. Provide EPA and OSHA required training to all appropriate District employees.
8. Maintain liaison with major safety-oriented agencies.
9. Develop during the first six (6) months of the contract and then maintain a reference library of pertinent local, state and federal documents and publications which deal with facilities facets of safety to include all applicable building safety codes and standards.
10. Contractor will make routine safety and material inspections and report results to the administration.

#### **C. Disaster Preparedness and First Response Plan**

1. Assist the school district in the preparations of a facilities-related Emergency Disaster Plan as follows:
  - Assisting in disaster rehearsal drills, as required
  - Assist the school district in implementing its plan for fire, flood, and collapse etc. response preparation.
  - Designation, notification, and assignment of responsibilities to facilities personnel
  - Train and provide written procedures/instructions to the maintenance staff on their responsibilities in case of disaster, other threats and threats of explosion or structural failure.

#### **D. Employee Development and Direction**

1. Manage and direct Contractor's facilities employees
  - Contractor will provide all direction and supervision for its employees.
  - Provide personal leadership and clear, comprehensive written instructions defining tasks and functions.
  - Provide and maintain a written organizational summary for intra- and interdepartmental responsibilities and relationships. Include organization diagrams showing lines of communication, direction, and reporting relationships.
  - Provide and maintain job descriptions for each member of the facilities organization. Establish and conduct a program of individual performance review.
  - Establish and maintain personnel records in accordance with existing policies and procedures.
  - Maintain a written record of employee performance, qualifications, and specialized training.
  - Maintain records and prepare reports as required by occupational and safety and health programs.
  - Make staffing recommendations concerning the facilities personnel's organizational skills, number of hours and shifts.



#### **E. Specialized Maintenance and Operations Tools**

All specialized tooling and equipment to be provided by Contractor.

#### **F. Facility Management Computer System**

1. Contractor will access district provided computerized integrated facility management program (SchoolDude Solutions). The program will provide for the on-line tracking of work activities. The system will include the creation of both preventive maintenance and corrective work orders, for the addition to and removal of equipment, and for the scheduling of new equipment for inspection.

2. The system provided will include quality control capabilities and in-house software support. In addition, the system will include multiple data entry capability in a network environment and have Web access. The following capabilities are just an example of the reporting functions that the school districts desire. Contractor will supply the following reports and other as requested using the established computerized integrated facility management program:

- Scheduled, open and completed work order reports.
- Summary and detailed of equipment preventive maintenance history,
- Equipment cost histories
- Work Backlog
- Individual employee activity summaries

#### **G. Required Trade Capabilities**

1. Contractor will undertake routine and preventative maintenance trades activities. These activities are those planned for the normal functioning of the department and are, of course, subject to modification by changed circumstances or direction by the client, manufacturer or contractor's management. Industry standard practices will be employed and manufacturers' recommendations followed as a minimum. The following are typical recommended trade's and descriptions:

#### **Preventive Maintenance Tech**

- Exercises competency in identifying and correcting equipment defects.
- Operates, maintains, and repairs all electro/mechanical systems on site. This would include HVAC equipment and controls, fans and blowers including troubleshooting of motors, heat exchangers, boilers, absorption, chillers, cooling towers, air-conditioning and refrigeration units (base diagnostics), pumps, etc., school district systems observation-adherence to manufacturers' directives essential.
- Advises supervision and inputs work order of identified defects in equipment and any potential problems observed during their tour.
- Carries out varieties of plumbing and general repair tasks-first responder duties.
- Maintains any equipment logs as dictated by management.
- Assists other trades as needed.
- Keeps mechanical equipment rooms safe and clean.
- Replacing Air Filter on HVAC Units and Air Handlers
- Replace water strainers and filter in or within the system of boilers, Chillers, Ice Machines and Drinking fountains.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as district needs 24/7
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.



## **Plumber**

- Repairs replace and maintain campus' water and steam conveyance infrastructure including all related fittings, devices and equipment.
- Installs and repairs plumbing fixtures such as sinks, commodes and urinals. Assembles and installs pipes, fittings and valves.
- Carries out PM on all steam traps and related control valves.
- Repairs or replaces fittings for grounds' irrigation system.
- Executes inspections and repairs when required to buildings fire protection piping and related components.
- Performs readings of all water utility meters.
- Works closely with contracted water treatment companies and ensures delivery of service.
- Keeps mechanical equipment rooms safe and clean.
- Ability to read and work from prints or schematics.
- Conducts annual testing of RPZ (backflow preventer) devices.
- Winterizes systems as required.
- Un-Stop sewer with sewer snake machine or Hydro Jetting.
- Repair water service to the buildings and water lines within the building along with damages occurred during obtaining access to the point of failure.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as district needs 24/7
- Assists other trades as needed and keeps electrical closets clean and safe.

## **HVAC Tech/Plant OP-essential**

- Inspects HVAC systems and engineering plants and answers wide repair calls.
- Operates, maintains, replaces, and installs all HVAC plant equipment, including but not limited to, boilers, chillers, heat pumps, FCU's, diesel generators, water heaters, and associated equipment.
- Tours and monitors equipment performance. Monitors pressure, temperatures, and other equipment parameters; performs preventive maintenance and repairs of HVAC systems and associated equipment.
- Observes pressure, temperature, and draft meters on panel to verify specified operation of automatic combustion control systems, feed water regulators, and burners.
- Turns valves and adjusts controls to set specific fuel feed, draft openings, water level, and steam pressure of the boiler.
- Observes boiler and auxiliary units to detect malfunctions and makes repairs, such as changing burners and tightening pipes and fittings.
- Tests and treats boiler feed water and maintains systems DE aerator.
- Calibrates all temperature control related sensors, receivers, and transmitters, etc.
- Answers general repair and temperature service calls for campus.
- Monitors, troubleshoots, and maintains control systems, including pneumatic, DDS/hybrid systems.
- Makes changes and monitors interior environments through use of building management computer systems or local controls. Repairs and maintains other mechanical and physical plant systems, including motors, pumps, valves, steam operated equipment, compressors, etc.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as district needs 24/7
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.



### **General Mechanic**

- Starts and operates equipment as directed and makes rounds of facilities noting and correcting problems as encountered.
- Makes assorted repairs to furniture, hardware, partitions, doors, soap dispensers, etc.
- Addresses simple plumbing repairs when requested.
- Maintains and makes necessary repairs to classroom and office fixtures e.g. desks, files, bookcases.
- Repairs/replaces resilient flooring and associated cove materials.
- Hangs white boards, notice boards, pictures, and displays.
- Assembles new classroom/office furniture.
- Carries out painting touch ups when class is not in session.
- Installs new ceiling tiles as needed for sagging, discolored and/or damaged ceiling tile.
- Changes light bulbs, ballasts, and broken lenses.
- Installs, when required, temporary HVAC.
- Performs basic electrical outlet and switch repairs including breaker resets.
- Playground equipment and surface repair and track surface repairs.
- Repair Bleacher (Motorized, Auditorium and Stadium style seating)
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as district needs 24/7
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.

### **Electrician**

- Inspects and tests main switch-gear for electrical integrity. Electrical systems consist of single phase and three phase with voltages up to 480 AC.
- Inspect, verify and label main switch-gear and all breaker locations.
- Monitors performance of electrical service providers and ensures conformance to code and contract scope.
- Files all maintenance and installation documents with the local governing body when necessary.
- Maintains ongoing log of all electrical work performed district wide and advises supervision of potential problems.
- Provides ongoing electric panel load reports for supervision.
- Performs in house changes to supervisory fire detection devices when required.
- Operates, maintains and repairs electrical equipment for lighting, power, heating and air-conditioning.
- Checks, labels, tests and repairs transformers, AC and DC pumps, VFD's, and AC and DC motors and motor controls
- Installs new distribution panels, breakers and circuits for light and power. Ability to work from prints, schematics and electrical control drawings.
- Maintains and expands when required all building control system networks and devices.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as the district needs 24/7.
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.

### **Carpenter**

- Performs skilled work in maintaining and repairing interior and exterior structures, construction of various wooden articles, interior partitioning and sheetrock work (including metal framing).
- Repairs, installs, and services all door related hardware, locks and security devices.
- Repairs and maintains floors, roofs, doors, stairways, windows, signs, and wooden and metal

- components of buildings and equipment.
- Checks vendor construction for conformance to contract and district standards. Advises supervision of such.
- Carries out construction, installation, and repair of interior sheetrock partitions as well as composite bathroom privacy screens, ceilings, etc.
- Installs door frames (masonry and drywall types) when required.
- Installs, replaces door hardware.
- Sands, prepares, and finishes wood floors and staging.
- Inspects theater scene construction for safety and advises supervision of such.
- Repairs, assembles, and constructs furniture.
- Operates and maintains woodworking equipment and tools.
- Makes shop computations and takes inventory of shop materials and supplies.
- Responds to emergency situations as the district needs 24/7
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at the job site.
- Other duties as required.

#### **Locksmith**

- Fully Bonded - Strictly adheres to the district's key and security policies.
- Installs, maintains and repairs locking systems, (e.g. doors, door hardware, closures, panic hardware, changes lock combinations, security bolts, electric and magnetic strikes etc.) dedicated to maintaining facilities in a safe and secure operating condition.
- Cuts new or duplicate keys (e.g. building and vehicle keys, file cabinets, desks, cabinets, intrusion alarms, lost or stolen locks/keys, etc.).
- Repairs various items, systems and/or components (e.g. locks, worn tumblers, shortened tumblers, springs, changes combinations, existing hardware, etc.).
- Inspects facilities, systems and their components to identify security hardware issues and effects PM and necessary repairs to said components.
- Fabricates unique locks and locking devices for the purpose of meeting the specialized security problems within the site.
- Programs and diagnoses malfunctions of security systems and card access hardware/software.
- Performs minor repair or modifications to door and/or frames.
- Re-keys lock and change combinations in academic and residence facilities.
- Coordinates with administration and other trades for the purpose of completing projects/work orders efficiently.
- Informs personnel, clients regarding procedures and/or status of work orders.
- Prepares documentation in a variety of written and electronic formats (e.g. card codes, daily paperwork/log, time and materials, key and material records, key inventory, etc.).
- Maintains shop environment, tools and/or equipment for the purpose of ensuring the availability of equipment in safe operating condition.
- Requests and maintains equipment and supplies.
- Responds to emergency situations and resolves the district's security concerns 24/7.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.



### Roofer-Skilled

- Completes repairs on EPDM, built up, TPO, shingle, tin, etc.
- Maintains and repairs all types of roofs and roofing systems throughout the district.
- Responds to emergency roof leaks or roof related problems
- Performs preventive maintenance program for all roofs within the districts. Advises the districts regarding problems noted and/or replacement needs.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as district needs 24/7
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.
- Performs inspections for new construction and roof replacement.
- Performs other duties as assigned

### 2. Safety Related Emergency Repairs:

- Contractor will make emergency repairs to protect the students, faculty, and staff, as directed by any responding Emergency Service and the school districts.
- Carries out and fully participates in all first response activities to contain dangerous situations.

### H. Definitions of Maintenance Activities

– These definitions simply state general terminology relating to each category of work.

1. **Preventive Maintenance:** Preventive Maintenance is the understanding and delivery of your assets basic needs, while in routine service. It can also be described as the scheduling tool or action plan for managing the anticipated life expectancy of “any” asset and carrying out the required service tasks to ensure the fullest life cycle and performance of the plant.
2. **Corrective Maintenance:** The repairs or replacement to school real property or systems that has or have deteriorated, broken, or worn out and cannot be used for its intended purpose. Essentially, efforts to improve plant reliability, correct deficiencies or mitigate bad situations observed by operators and/or clients. This includes first line repairs and maintenance on components of air-conditioning systems, heating systems, and any structurally related items. Major repairs to such systems as failed chillers, boilers, and roofs normally do not fall within the day-to-day department responsibility and usually require board approval and appropriation of funds to support repairs. It is essential that initial maintenance problems be responded to quickly as they will become worse if left unattended.
3. **Reactive Maintenance:** Responses to unplanned outages or situations beyond the norm.
4. **Plant Operations:** Day-to-day plant operations and service response.
5. **Facility Improvement/Modernization:** The major/minor alteration of existing systems which changes its present configuration, install or construct an addition to the facility, mechanical, structural, or electrical system, to completely/partially revamp or replace components of a facility. These could be considered high cost items that should be planned for and funded in each fiscal year’s budget. However, action sometimes must be taken to eliminate



a safety or health hazard and the only funds available are the maintenance funds. Caution must be used when utilizing these funds so as not to jeopardize funds needed for the day-to-day operations and efforts should be made to allocate the costs to the building account pursuant to GAAP account standards.

6. **Capital Improvement:** These funds have been appropriated through the school district's budget or bond issues. Priorities should be established each school/department year for those large projects beyond normal school maintenance capabilities. Items such as replacing roofs, additions to facilities, buying new facilities, altering or any construction work would normally come from this fund. All decisions on the utilization of these funds rest with the school district.

## I. Administrative Specifications

-- Contractor will undertake all issues and duties pursuant to the attached specifications.

### Specific areas of responsibility are:

1. **Supervision** – Contractor's manager will assume line management duties controlling direct labor activities including: hiring, termination, task assignments, job description, scheduling, training, application of personnel policies and direct labor hour justification.
2. **Staff Interaction** – Contractor's manager will undertake to initiate, develop and maintain sound and professional working relationships with members of the faculty, administration and staff throughout the school district including: routine communication on facility related issues, open solicitation of ideas and involvement in facility issues as appropriate.
3. **Preventive Maintenance and Corrective Work Order System** - Contractor will utilize owner's preferred work order software.
4. **Policies and Procedures** – Contractor's manager will develop, publish and apply policies and procedures appropriate and necessary to the facility function including, but not limited to:
  - Emergency Call-In List
  - Assignment Accountability
  - Work Order Procedures
  - Inspection/QA Records
  - Preventive Maintenance Procedures
  - Personnel and Safety Policing
5. **Planning** – Contractor's manager will assist the school district in generating fiscal, capital, administrative and project plans for the facility function.
6. Contractor will review existing Facility Condition Index for the school district. Said information must be updated annually, closer budgeted or a new full-blown assessment carried out.
7. **Reporting** – Contractor's manager will issue such monthly reports as deemed necessary to fully apprise administration of current and planned activities (to include but not limited to) budget compliance, personnel issues, equipment, and facility status.
8. **Records** – At times Contractor's site administration will initiate, compile, and maintain records and files necessary for the smooth and optimal functioning of the facility department, such as:  
Work Orders, Equipment Preventive Maintenance, Security Code Compliance  
Safety Energy Conservation, Life Safety Contractor QA
9. **Code Compliance** – Depending upon the work performed by Contractor, Contractor's



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

site management will research, review, apply and make recommendations concerning compliance with local, state and federal codes, statues and ordinances.

10. **Safety and Security** – Contractor’s manager will support the school district by providing a safely maintained and secure facility.
11. **Communication** – Within thirty (30) days of the start date of the contract Contractor will meet with administration to establish Common Goals and Objectives for Maintenance Program and a Facilities Services Review Committee.
12. Services Not Performed by Contractor:  
The following are the services not performed by Contractor but contracted to outside vendors:
  - Asbestos or other Hazmat Abatement
  - Sandblasting exterior building surfaces
  - Any major painting projects
  - Formal Certification of Interior Fire Alarm Systems
  - Filing of Construction Activities/Expediting Measures
  - PE or AIA Design Services

### **Contractor Obligations**

Contractor shall designate the contact person for daily operations; said person will be responsible for daily operation needs and communication. All Site based individual(s) must complete a criminal background check at the cost of the contractor. Evidence of this investigation must be provided to the client. Monthly, Quality Assurance Inspections will be conducted to ensure contract compliance. The District Representative will coordinate inspections. Contractor will have a manager present for said inspections.



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

**REQUEST FOR PROPOSAL PRICING SHEET**

**There is no guarantee as to the total amount of funds in the award of this RFP.**

Item No.		Monthly Cost
1.	<u>Germantown Municipal School District</u> (all services/locations)	\$ _____

State your cost per \$1,000.00 for Performance, Labor and Materials Bond, if required \$ \_\_\_\_\_

\_\_\_\_\_  
Company Name



Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

All price quotations and related materials must be received in a sealed envelope. Time, date, and nature of RFP must be clearly marked on face of sealed envelope. Attach label below to the outside of your RFP submission.

FIRM NAME	
RFP #FY21-22-07	<b>PURCHASING DEPT. 3350 S. Forest Hill Irene Rd. Germantown, TN 38138</b>
RFP DUE	
Date: Time: Nature of RFP: Maintenance Contract	

All RFPs must be received and time-stamped at the FRONT DESK, Germantown Municipal School District, 3350 S. Forest Hill Irene Rd. Germantown, TN 38138 prior to stated date and time on Proposal Cover Sheet. RFPs received after the specified date and time are considered late and will not be opened.





# Germantown Municipal School District

3350 Forest Hill Irene Road  
Germantown TN 38138  
901-752-7900

Jacqueline Saunders, Purchasing Analyst  
Jacqueline.Saunders@gmsdk12.org  
FAX (901)757-6479

## GMSD Vendor/Contractor Application and Information Packet

*This packet should be submitted via mail, fax or email. Unless otherwise noted, each section should be completed. If a section is to be omitted, it will be designated with the signature on page 7 (or at the end of the document) of a GMSD District Office employee.*

### VENDOR/CONTRACTOR INFORMATION

Date of Application: \_\_\_\_\_ Business Location(County & State): \_\_\_\_\_

Business Name (as listed on W-9): \_\_\_\_\_

Federal Employer ID Number (as listed on W-9): \_\_\_\_\_

Mailing Address (as listed on W-9): \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_

**Type of Business (Check One)** Manufacturer\_\_\_ Construction\_\_\_ Distributor\_\_\_ Agent/Rep\_\_\_  
Other\_\_\_ (please specify \_\_\_\_\_)

**Organization (Check One)** Individual\_\_\_ Partnership\_\_\_ Corporation\_\_\_ Non-Profit Org. \_\_\_

**Business Certification** Yes\_\_\_ No\_\_\_

**Uniform Certification Agency Number:** \_\_\_\_\_

*(Please Select Only Those Categories That Apply)*

**SMALL BUSINESS ENTERPRISE** \_\_\_\_\_

**WOMEN-OWNED BUSINESS** \_\_\_\_\_

**MINORITY BUSINESS ENTERPRISE:**

Asian/Pacific Female _____	Black-Non Hispanic Female _____	Native American Indian/Alaskan Female _____
Asian/Pacific Male _____	Black-Non Hispanic Male _____	Native American Indian/Alaskan Male _____
Asian/Indian Female _____	Black _____	White American Female _____
Asian/Indian Male _____	Hispanic Female _____	White American Male _____
	Hispanic Male _____	

**How Long in Present Business** \_\_\_\_\_  
**Average Number of Employees** \_\_\_\_\_  
**Average Annual Sales \$** \_\_\_\_\_

**LIST OTHER TN CUSTOMERS YOU HAVE SOLD / SERVICED TO:**

\_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_ Phone # \_\_\_\_\_

Approximate Inventory Normally Stocked \$ \_\_\_\_\_ (if applicable)

Location of Warehouse Facility: \_\_\_\_\_ and/or Location of Service Facility: \_\_\_\_\_

**NAMES OF OFFICERS, MEMBERS OR OWNERS, PARTNERSHIP, ETC.:**

PRESIDENT: \_\_\_\_\_

VICE-PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

TREASURER: \_\_\_\_\_

**PERSONS AUTHORIZED TO SIGN BIDS & CONTRACTS:**

NAME: \_\_\_\_\_

OFFICIAL CAPACITY: \_\_\_\_\_

Note: Each manufacturer, supplier and vendor is responsible for notifying GMSD Purchasing of any change to any/all information listed above.

By requesting to be placed on GMSD's Vendor/Contractor/Bidder's List, each manufacturer, supplier and vendor is agreeing to do business with GMSD. Each manufacturer, supplier, vendor also agrees to extend credit to GMSD without requiring a credit application and to fulfill any Purchase Orders and/or contractual obligation that may occur. If a credit application is required, a submitted bid may be rejected.

## GERMANTOWN MUNICIPAL SCHOOL DISTRICT POLICIES & AGREEMENTS

### DRUG AND ALCOHOL TESTING

Due to the safety-sensitive nature of education, GMSD employees, without limitation, are subject to reasonable suspicion and post-accident drug and alcohol testing. All COMPANIES attest that such COMPANY operates a drug-free workplace program or other drug and alcohol testing program with requirements at least as stringent as that of GMSD. **The COMPANY will attach a copy of their drug and alcohol testing policy.**

### BACKGROUND CHECK

By agreeing to provide services to any school within GMSD, the COMPANY attests that it is aware of its obligations under T.C.A. 49-5-413(D) to ensure that all of its employees who have direct contact with students of GMSD or students in GMSD's child care program or who have access to the grounds of GMSD when children are present have completed the following:

- (1) Supplied a fingerprint sample and submitted to a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with GMSD's children or entering the grounds of GMSD. T.C.A. 49-5-413(d)(2)(A)
- (2) Successfully passed the aforementioned criminal history records check. An employer or employee may not come in direct contact with GMSD's children or children in GMSD's child care program and may not enter the grounds of GMSD when children are present if the criminal history records check indicates that the employee has ever been convicted of any of the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:
  - (i) A sexual offense or a violent sexual offense as defined in § 40-39-202;
  - (ii) Any offense in title 39, chapter 13;
  - (iii) §§ 39-14-301 and 39-14-302;
  - (iv) §§ 39-14-401 -- 39-14-404;
  - (v) §§ 39-15-401 and 39-15-402;
  - (vi) § 39-17-417;
  - (vii) § 39-17-1320; or
  - (viii) Any other offense in title 39, chapter 17, part 13.

In addition, the COMPANY also agrees that if one of its employees commits such an offense after it has conducted its initial criminal history check on such employee, said employee will notify the COMPANY of the offense within seven (7) days from the date of conviction and the COMPANY will subsequently not permit that employee to have contact with students of GMSD or to children in GMSD's child care program or to enter the grounds of GMSD.

**The COMPANY shall ensure that subcontractors comply with the statutory requirements described in this background check policy. The COMPANY will attach a copy of their background check policy, including what COMPANY they utilize for background checks.**

### CODE OF ETHICS

All employees representing the COMPANY are expected to abide by a Code of Ethics for COMPANIES established by GMSD:

1. Any employee representing the COMPANY shall not be in physical, verbal or any other type of contact or communication with any students on GMSD property except as required by the scope of contracted services.
2. The use of tobacco products, drugs or alcohol by any employee representing the COMPANY on GMSD property or during GMSD meetings or events is strictly forbidden.

3. All employees representing the COMPANY shall treat all representatives of GMSD with the utmost respect. Employees will not engage in any conduct that could reasonably be construed as exploitative, physically intimidating, discriminatory, harassing on the basis of gender, race, ethnicity, religion, national origin, sexual orientation, age, or any other protected category. No profanity of any kind will be tolerated on GMSD property.

The Germantown Municipal School District ("GMSD") conducts its programs, services and activities consistent with applicable federal, state and local laws and regulations. GMSD provides equal employment and educational opportunities to all qualified persons without discrimination on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including any subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in employment and in any program or activity offered or sponsored by GMSD or GMSD schools. Sex discrimination includes sexual harassment and is strictly prohibited.

The Contractor agrees to conduct its business and to provide services to GMSD in accordance with GMSD policy and all applicable federal, state and local laws and regulations governing discrimination and harassment. The Contractor certifies that it does not discriminate against its employees or applicants on grounds of race, color, religion, national origin, sex, disability, veteran's status, or age with regard to persons forty (40) years of age and older.

4. All employees representing the COMPANY shall abide by all guidelines 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 COMPANY 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 education environment of the school.
5. All employees representing the COMPANY are forbidden from using any technology available at the schools unless they have express written permission from the school administration.
6. In the event that an employee representing the COMPANY is required to take a cell phone call for personal or business reasons, the employee must do so in a manner and setting that causes the least disruption to the educational environment.
7. All employees representing the COMPANY are forbidden from taking photographs, video or footage of any kind on GMSD property without written consent of a School Administrator or the District Office.
8. All employees representing the COMPANY understand that unauthorized removal of any kind will not be tolerated on GMSD property and will be grounds for a request by the District to remove that employee from the property.
9. All employees representing the COMPANY shall represent GMSD in a positive ethical, legal and moral manner.

#### **CONFLICTS OF INTEREST**

The employees of the COMPANY shall avoid any conflict of interest that could interfere with the duties and responsibilities designated by the Germantown Municipal School Board or could reflect in a manner detrimental to the system. The following is prohibited:

- Any pecuniary transaction, indirectly or directly, by a professional employee or school board member concerned with supplying books, maps, school furniture, and/or other apparatus to the school system of employment or to act as agent for anyone is expressly forbidden by statute (T.C.A. 49-6-2003).
- Selling items or soliciting money for personal gain or profit during school hours or at an off-campus event attended by students and staff.
- Soliciting, referring, or encouraging students into programs, schools, or universities for personal compensatory gain.

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The [board or a duly constituted committee thereof] has determined that the transaction is in the best interest of the organization.

Disclosure in the organization should be made to the Superintendent (or if he/she is the one with the conflict, then to the GMSD Board of Education Chair), who shall bring the matter to the attention of the Board or Ethics Committee established in accordance with Policy 1.106 . Disclosure involving Board Members should be made to the GMSD Board of Education Chair, (or if he/she is the one who shall bring these matters to the Board or Ethics Committee. The Board or Ethics Committee shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized. The decision of the Board or Ethics Committee on these matters will rest in their sole discretion, and their concern must be the welfare of Germantown Municipal School District and the advancement of its purpose.

#### **Germantown Municipal School District Policy References**

1. Professional Employment HR 5.102
2. Drug-Free Schools SP 6.307
3. Drug and Alcohol Testing for Employees
4. Drug-Free Workplace SBO 1.804
5. Code of Ethics SBO 1.106
6. Tobacco Free Schools SBO 1.803
7. Conflict of Interest HR 5.601

#### **Tennessee State Code Policy References**

1. TCA 49-5-413(d)
2. TCA 40-39-202

### **CONFIDENTIALITY AND NON-DISCLOSURE**

All records, documents, files, data and/or information maintained by GMSD shall, at all times remain the sole and exclusive property of GMSD.

The COMPANY agrees that its employees, agents, successors, assigns, legal representatives or subcontractors will not access, use, divulge or disclose, either directly or indirectly, any records, documents, files, data and/or information maintained by GMSD, specifically including but not limited to, student records and information about employees made confidential by law (the “Non-Public Information”), unless and except as required by the COMPANY’s scope of services for GMSD or as otherwise required by law. The COMPANY further agrees to take all necessary steps to safeguard private information from accidental or intentional disclosure.

The COMPANY agrees to return to GMSD all records, documents, files, data and/or information; and, all copies thereof in any format in which they may exist, that are in the possession of the COMPANY when the contract terminates and/or the scope of services is complete. Where return is not possible or practical, the PARTIES may agree that such records, documents, files, data and/or information will be destroyed if permitted by law.

The COMPANY shall not assign or transfer any of its contract rights or obligations unless expressly provided by the contract or agreed by prior written consent of Germantown Municipal School District.

## **HOLD HARMLESS**

As a condition precedent to Contractor being awarded contract with GMSD, Contractor hereby agrees to indemnify and hold harmless the Germantown Municipal School District, its board members, administrators, employees, and agents (individually an "Indemnitees") from and against any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever, whether under federal or state law, which the Indemnitee(s) may pay, sustain, suffer, or incur by reason of or in connection with the services, equipment or products provided by Contractor pursuant to the contract, including, without limiting the generality of the foregoing, all costs and expenses (including legal expenses) incurred in connection with any such loss or damage.

## **INSURANCE REQUIREMENTS WITH GERMANTOWN MUNICIPAL SCHOOL DISTRICT**

The COMPANY shall purchase and maintain the insurance outlined below to provide protection from the COMPANY's negligent acts. The COMPANY shall provide this insurance as required by the Contract documents. All Certificates should be issued with an Insurance Company (or Companies) maintaining an AM Best Rating of A- or better and a Financial Size of IX or greater. All Insurance Companies shall be authorized to conduct business in the State of Tennessee. The negligence by any subcontractor, by anyone directly or indirectly employed by any of them, shall be considered a negligent act of the COMPANY.

- Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence. This must include Products/Completed Operations, Explosion/Collapse/Underground Coverage and Contractual Liability. The Germantown Municipal School District must be named Additional Insured using a CG 2010 (11/85) endorsement (or equivalent) and this must be noted on the Certificate of Insurance. The Insurance Company agrees to waive their Right of Subrogation against the Germantown Municipal School District and this must be noted on the Certificate of Insurance.
- Auto Liability Insurance in the amount of \$1,000,000 Combined Single Limit. The Germantown Municipal School District must be named Additional Insured and the Insurance Company agrees to waive their Right of Subrogation against the Germantown Municipal School District and this must be noted on the Certificate of Insurance.
- Statutory Workers Compensation with Employers Liability- the Insurance Company agrees to waive their Right of Subrogation against the Germantown Municipal School District and this must be noted on the Certificate of Insurance.
- Umbrella Liability in the amount of \$2,000,000 per occurrence- the terms and conditions of the Umbrella must conform to the primary insurance.

The Cancellation Clause on the Certificate of Insurance is amended to read: Should any of the described policies on the attached Certificate of Insurance be cancelled, non-renewed or reduced in coverage- the issuing Insurance Company will mail 30 days written notice by registered mail, return receipt requested, or email to:

Germantown Municipal School District  
ATTN: Jacqueline Saunders  
3350 Forest Hill Irene Road  
Germantown TN 38138

The Company agrees that it shall maintain the above insurance through both final acceptance and any Warranty Period defined by the contract documents.

---

I have read the aforementioned terms set forth by GMSD and attest I have reviewed the TCA statutes and Board policies referenced in this document. My signature below indicates my company and its representatives agree to abide by all the terms set forth in this agreement.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.

***I understand that for this application to be complete, my company must also submit:***

- \_\_\_\_\_ Completed W-9
- \_\_\_\_\_ Certificate of Insurance (listing GMSD 3350 S. Forest Hill Road Germantown TN 38138-- as Additional Insured) \_\_\_\_\_ Copy of Drug and Alcohol Policy
- \_\_\_\_\_ Copy of Background Check Policy and Company Utilizing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

---

**District Office Signature:** \_\_\_\_\_

**Raptor may be used in lieu of Background Check Requirements** \_\_\_\_\_  
**No COI required for this submission** \_\_\_\_\_



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## MAINTENANCE SERVICES AGREEMENT

**THIS FACILITIES 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”), and **GCA Education Services, Inc.**, a division of ABM Industry Groups, Inc., the successor-in-interest to GCA Education Services, Inc. (hereinafter referred to as the “Contractor”). Owner and Contractor are hereinafter referred to as the “Parties” to this Agreement.

### RECITALS:

1. Owner is desirous of contracting with a third party for providing maintenance 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 maintenance 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 #FY2021-22-07 issued by the GMSD Purchasing Department.
- c. The RFP Response of the Contractor submitted for this Project and accompanying documents and certifications;
- 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, 2022 through June 30, 2023 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 Thirty Nine Thousand Two Hundred Twenty Five and 0/100 Dollars (\$39,225) for the Services.

**6. PAYMENT FOR WORK PERFORMED.** The Owner will use best efforts to pay within thirty (30) 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. DISPUTE RESOLUTION.** Contractor and Owner shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement in the following manner:

The dispute shall first be referred to the Joint Review Committee, which shall attempt to resolve the dispute within five (5) days of notice of dispute. If the Joint Review Committee is unable to resolve the matter, it shall be referred to mediation. If the parties are unable to mutually agree upon a mediator, then the process and procedures of Resolute Systems, Inc., in Memphis, Tennessee shall be used. However, any mediation shall take place in Shelby County. In the event that Contractor and Owner are unable to resolve the matter through mediation, then either party may file suit in the appropriate court in Shelby County, Tennessee. Contractor and Owner agree that no lawsuit will be filed except in Shelby County and agree that jurisdiction and that venue is proper in such a location. However, mediation shall be a mandatory prerequisite to the filing of litigation by either party arising out of any claim, dispute or other matter in controversy between them arising out of this Agreement, unless the filing deadlines under applicable statute of limitations would otherwise expire. If suit is filed before mediation is conducted in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. This dispute resolution process is intended to be the sole remedy available to the parties.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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

**24. 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:** GCA Education Services, Inc.  
830 Fesslers Pkwy Ste. 124  
Nashville, TN 37210  
Attn: Kris Thomas

**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.

**GCA EDUCATION SERVICES, INC.**  
("Contractor")

By: 

Kris Thomas

Title: Regional Vice President- Education

Date 5/26/2022

**GERMANTOWN BOARD OF EDUCATION**  
("Owner")

By: 

Jason Manuel, Superintendent

Date 5-26-22



## FIRST AMENDMENT TO MAINTENANCE SERVICES AGREEMENT

**THIS FIRST AMENDMENT TO MAINTENANCE SERVICES AGREEMENT** (the “First Amendment”), effective as of July 1, 2023, is made by and between **Germantown Board of Education, operating as Germantown Municipal School District** (“Owner”) and **GCA Education Services, Inc.**, a division of ABM Industry Groups, LLC, the successor-in-interest to GCA Education Services, Inc. (“Contractor”). Contractor and Owner are hereinafter referred to as the “Parties” to this First Amendment.

### ***RECITALS:***

- A. **WHEREAS**, the Parties have entered into a Maintenance Services Agreement dated effective July 1, 2022 (referred to as the “Agreement”), whereby Owner 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, 2023** and terminate **June 30, 2024** (the “Term”), unless sooner extended or terminated as provided in the Agreement.
- 2. **Specifications.** The Scope of Services to the Agreement shall be re-stated as set forth in **Attachment A**, attached to this First Amendment and made a part hereof.
- 3. **Pricing.** Section 5 to the Agreement shall be modified as set forth **Attachment B**.
- 4. **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.
- 5. **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.
- 6. **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, OPERATING  
AS GERMANTOWN MUNICIPAL SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GCA EDUCATION SERVICES, INC., A DIVISION OF ABM  
INDUSTRY GROUPS, LLC**

By:  \_\_\_\_\_

Name: Kristopher Thomas

Title: Regional Vice President

Date: 5/26/2023

**ATTACHMENT A**  
**SERVICE LOCATIONS AND SCOPE OF SERVICES**

**SERVICE LOCATIONS:**

Dogwood Elementary School (88,000 sq ft) - 8945 Dogwood Rd. Germantown, TN 38139  
Farmington Elementary School (73,908 sq ft) - 2085 Cordes Rd. Germantown, TN 38139  
Forest Hill Elementary School (105,780 sq ft) - 3368 S. Forest Hill Irene Rd. Germantown, TN 38138  
Riverdale K-8 School (152,199 sq ft) - 1745 Miller Farms Rd. Germantown, TN 38138  
Houston Middle School (92,750 sq ft) - 9400 Wolf River Blvd. Germantown, TN 38139  
Houston High School (281,689 sq ft) - 9755 Wolf River Blvd. Germantown, TN 38139  
Germantown Municipal School District Office (20,016 sq ft) - 3350 S. Forest Hill Irene Rd, Germantown, TN 38138

**SCOPE OF SERVICES:**

Contractor shall supply labor as indicated in this specification. Parts/equipment will be provided by the Germantown Municipal School district through district approved supply distributors. Contractors supplied labor will purchase parts, materials and equipment of the account(s) provided by Germantown Municipal School district.

The selected Contractor will provide administrative and technical direction for the management and operation building maintenance functions throughout the Germantown Municipal School District. Such direction will include, but not be limited to, assistance in planning, organizing, coordination, direction, and training to ensure the buildings are functional, safe and to ensure dependable and optimized performance of heating, air conditioning, refrigeration, mechanical, electrical and plumbing systems of the Germantown Municipal School District during normal hours of operation and emergency response during other times. Contractor will maintain the Facility Operation and Maintenance (FOM) function in the buildings. Contractor will control the cost of labor and the materials, support energy conservation measures and maintain continuous availability of trained and experienced managers and technical support. Contractor is expected to provide administration and technical direction in the management of the maintenance organization. When requested, the Contractor will also be capable of providing the technical and engineering expertise and support for various operations' projects as detailed in the attached specifications.

Services will be provided in accordance with the highest standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes, licensure and regulations.

Contractor shall execute creative and cost-effective fiscal management of all related budgets and expenses.

**SPECIFICATIONS OF SERVICES TO BE PROVIDED BY CONTRACTOR:**

**A. Professional Management and Staff**

1. Provide management staff who will undertake all issues and duties pursuant to this RFP's specifications
2. Direct and train the employees in a manner providing for effective coordination of skills, time, facilities, purchased services, equipment, and supplies
3. Assist in development of specification and scopes as needed for all third-party service providers beyond core services provided by prime contractor.
4. At all times cooperate and coordinate with outside contractors whose products and services affect the services, repair or replacement of building systems. Provide them with assistance and instructions as to where the services need to be rendered
5. Communicate with district staff and key administration concerning work order requests and overall support service initiatives.

**B. Safety and Compliance**

1. Contractor's manager shall support the district for providing safe well-maintained facilities to include:
  - Maintenance of all facility doors, windows and means of fire egress
  - Routine review and documented inspections of normal and emergency power supplies

- Recommendations to administration concerning life safety procedures
- Maintenance of facility equipment and structures to affect a safe environment Code compliance for all required systems including but not limited to:
  - Interior Fire Alarms
  - Plumbing
  - Mechanical
  - Electrical
  - Vertical Transportation Boilers and Pressure Vessels
  - Hoods (kitchen & labs) and Ansuls Sprinkler / Standpipes

2. Provide assistance to the school district with respect to the school district's policies, procedures, designs, equipment and furnishings to facilitate compliance with applicable building codes, fire prevention codes, occupational safety and health codes and standards, and applicable Life Safety Codes.

3. Assist in the collection and filling in organized records, documents provided by the school district for certification of the physical plant's compliance with the requirements of applicable laws and regulations.

4. Prepare and submit a correction plan for deferred maintenance and safety deficiencies on an ongoing basis. (Facility Condition Index-FCI). Formal FCI costs to be borne by the school district.

5. Provide recommendations to allow safe facility practices.

6. Upon notification to Contractor of an incident, Contractor shall administer a safety incident reporting system to include investigation and evaluation of incidents.

7. Provide EPA and OSHA required training to all appropriate District employees.

8. Maintain liaison with major safety-oriented agencies.

9. Develop during the first six (6) months of the contract and then maintain a reference library of pertinent local, state and federal documents and publications which deal with facilities facets of safety to include all applicable building safety codes and standards.

10. Contractor will make routine safety and material inspections and report results to the administration.

#### **C. Disaster Preparedness and First Response Plan**

1. Assist the school district in the preparations of a facilities-related Emergency Disaster Plan as follows:

- Assisting in disaster rehearsal drills, as required
- Assist the school district in implementing its plan for fire, flood, and collapse etc. response preparation.
- Designation, notification, and assignment of responsibilities to facilities personnel
- Train and provide written procedures/instructions to the maintenance staff on their responsibilities in case of disaster, other threats and threats of explosion or structural failure.

#### **D. Employee Development and Direction**

1. Manage and direct Contractor's facilities employees

- Contractor will provide all direction and supervision for its employees.
- Provide personal leadership and clear, comprehensive written instructions defining tasks and functions.
- Provide and maintain a written organizational summary for intra- and interdepartmental responsibilities and relationships. Include organization diagrams showing lines of communication, direction, and reporting relationships.
- Provide and maintain job descriptions for each member of the facilities organization. Establish and conduct a program of individual performance review.
- Establish and maintain personnel records in accordance with existing policies and procedures.
- Maintain a written record of employee performance, qualifications, and specialized training.
- Maintain records and prepare reports as required by occupational and safety and health programs.
- Make staffing recommendations concerning the facilities personnel's organizational skills, number of hours and shifts.

#### **E. Specialized Maintenance and Operations Tools**

All specialized tooling and equipment to be provided by Contractor.

## **F. Facility Management Computer System**

1. Contractor will access district provided computerized integrated facility management program (SchoolDude Solutions). The program will provide for the on-line tracking of work activities. The system will include the creation of both preventive maintenance and corrective work orders, for the addition to and removal of equipment, and for the scheduling of new equipment for inspection.
2. The system provided will include quality control capabilities and in-house software support. In addition, the system will include multiple data entry capability in a network environment and have Web access. The following capabilities are just an example of the reporting functions that the school districts desire. Contractor will supply the following reports and other as requested using the established computerized integrated facility management program:
  - Scheduled, open and completed work order reports.
  - Summary and detailed of equipment preventive maintenance history,
  - Equipment cost histories
  - Work Backlog
  - Individual employee activity summaries

## **G. Required Trade Capabilities**

1. Contractor will undertake routine and preventative maintenance trades activities. These activities are those planned for the normal functioning of the department and are, of course, subject to modification by changed circumstances or direction by the client, manufacturer or contractor's management. Industry standard practices will be employed and manufacturers' recommendations followed as a minimum. The following are typical recommended trade's and descriptions:

### **Preventive Maintenance Tech**

- Exercises competency in identifying and correcting equipment defects.
- Operates, maintains, and repairs all electro/mechanical systems on site. This would include HVAC equipment and controls, fans and blowers including troubleshooting of motors, heat exchangers, boilers, absorption, chillers, cooling towers, air-conditioning and refrigeration units (base diagnostics), pumps, etc., school district systems observation-adherence to manufacturers' directives essential.
- Advises supervision and inputs work order of identified defects in equipment and any potential problems observed during their tour.
- Carries out varieties of plumbing and general repair tasks-first responder duties.
- Maintains any equipment logs as dictated by management.
- Assists other trades as needed.
- Keeps mechanical equipment rooms safe and clean.
- Replacing Air Filter on HVAC Units and Air Handlers
- Replace water strainers and filter in or within the system of boilers, Chillers, Ice Machines and Drinking fountains.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as district needs 24/7
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.

### **Plumber**

- Repairs replace and maintain campus' water and steam conveyance infrastructure including all related fittings, devices and equipment.
- Installs and repairs plumbing fixtures such as sinks, commodes and urinals. Assembles and installs pipes, fittings and valves.
- Carries out PM on all steam traps and related control valves.
- Repairs or replaces fittings for grounds' irrigation system.
- Executes inspections and repairs when required to buildings fire protection piping and related components.

- Performs readings of all water utility meters.
- Works closely with contracted water treatment companies and ensures delivery of service.
- Keeps mechanical equipment rooms safe and clean.
- Ability to read and work from prints or schematics.
- Conducts annual testing of RPZ (backflow preventer) devices.
- Winterizes systems as required.
- Un-Stop sewer with sewer snake machine or Hydro Jetting.
- Repair water service to the buildings and water lines within the building along with damages occurred during obtaining access to the point of failure.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as district needs 24/7
- Assists other trades as needed and keeps electrical closets clean and safe.

#### **HVAC Tech/Plant OP-essential**

- Inspects HVAC systems and engineering plants and answers wide repair calls.
- Operates, maintains, replaces, and installs all HVAC plant equipment, including but not limited to, boilers, chillers, heat pumps, FCU's, diesel generators, water heaters, and associated equipment.
- Tours and monitors equipment performance. Monitors pressure, temperatures, and other equipment parameters; performs preventive maintenance and repairs of HVAC systems and associated equipment.
- Observes pressure, temperature, and draft meters on panel to verify specified operation of automatic combustion control systems, feed water regulators, and burners.
- Turns valves and adjusts controls to set specific fuel feed, draft openings, water level, and steam pressure of the boiler.
- Observes boiler and auxiliary units to detect malfunctions and makes repairs, such as changing burners and tightening pipes and fittings.
- Tests and treats boiler feed water and maintains systems DE aerator.
- Calibrates all temperature control related sensors, receivers, and transmitters, etc.
- Answers general repair and temperature service calls for campus.
- Monitors, troubleshoots, and maintains control systems, including pneumatic, DDS/hybrid systems.
- Makes changes and monitors interior environments through use of building management computer systems or local controls. Repairs and maintains other mechanical and physical plant systems, including motors, pumps, valves, steam operated equipment, compressors, etc.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as district needs 24/7
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.

#### **General Mechanic**

- Starts and operates equipment as directed and makes rounds of facilities noting and correcting problems as encountered.
- Makes assorted repairs to furniture, hardware, partitions, doors, soap dispensers, etc.
- Addresses simple plumbing repairs when requested.
- Maintains and makes necessary repairs to classroom and office fixtures e.g. desks, files, bookcases.
- Repairs/replaces resilient flooring and associated cove materials.
- Hangs white boards, notice boards, pictures, and displays.
- Assembles new classroom/office furniture.
- Carries out painting touch ups when class is not in session.
- Installs new ceiling tiles as needed for sagging, discolored and/or damaged ceiling tile.
- Changes light bulbs, ballasts, and broken lenses.
- Installs, when required, temporary HVAC.
- Performs basic electrical outlet and switch repairs including breaker resets.
- Playground equipment and surface repair and track surface repairs.
- Repair Bleacher (Motorized, Auditorium and Stadium style seating)
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of

proper materials required at job site.

- Responds to emergency situations as district needs 24/7
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.

### **Electrician**

- Inspects and tests main switch-gear for electrical integrity. Electrical systems consist of single phase and three phase with voltages up to 480 AC.
- Inspect, verify and label main switch-gear and all breaker locations.
- Monitors performance of electrical service providers and ensures conformance to code and contract scope.
- Files all maintenance and installation documents with the local governing body when necessary.
- Maintains ongoing log of all electrical work performed district wide and advises supervision of potential problems.
- Provides ongoing electric panel load reports for supervision.
- Performs in house changes to supervisory fire detection devices when required.
- Operates, maintains and repairs electrical equipment for lighting, power, heating and air-conditioning.
- Checks, labels, tests and repairs transformers, AC and DC pumps, VFD's, and AC and DC motors and motor controls
- Installs new distribution panels, breakers and circuits for light and power. Ability to work from prints, schematics and electrical control drawings.
- Maintains and expands when required all building control system networks and devices.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as the district needs 24/7.
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.

### **Carpenter**

- Performs skilled work in maintaining and repairing interior and exterior structures, construction of various wooden articles, interior partitioning and sheetrock work (including metal framing).
- Repairs, installs, and services all door related hardware, locks and security devices.
- Repairs and maintains floors, roofs, doors, stairways, windows, signs, and wooden and metal components of buildings and equipment.
- Checks vendor construction for conformance to contract and district standards. Advises supervision of such.
- Carries out construction, installation, and repair of interior sheetrock partitions as well as composite bathroom privacy screens, ceilings, etc.
- Installs door frames (masonry and drywall types) when required.
- Installs, replaces door hardware.
- Sands, prepares, and finishes wood floors and staging.
- Inspects theater scene construction for safety and advises supervision of such.
- Repairs, assembles, and constructs furniture.
- Operates and maintains woodworking equipment and tools.
- Makes shop computations and takes inventory of shop materials and supplies.
- Responds to emergency situations as the district needs 24/7
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at the job site.
- Other duties as required.

### **Locksmith**

- Fully Bonded - Strictly adheres to the district's key and security policies.
- Installs, maintains and repairs locking systems, (e.g. doors, door hardware, closures, panic hardware, changes lock combinations, security bolts, electric and magnetic strikes etc.) dedicated to maintaining facilities in a safe and secure operating condition.
- Cuts new or duplicate keys (e.g. building and vehicle keys, file cabinets, desks, cabinets, intrusion alarms, lost or stolen locks/keys, etc.).

- Repairs various items, systems and/or components (e.g. locks, worn tumblers, shortened tumblers, springs, changes combinations, existing hardware, etc.).
- Inspects facilities, systems and their components to identify security hardware issues and effects PM and necessary repairs to said components.
- Fabricates unique locks and locking devices for the purpose of meeting the specialized security problems within the site.
- Programs and diagnoses malfunctions of security systems and card access hardware/software.
- Performs minor repair or modifications to door and/or frames.
- Re-keys lock and change combinations in academic and residence facilities.
- Coordinates with administration and other trades for the purpose of completing projects/work orders efficiently.
- Informs personnel, clients regarding procedures and/or status of work orders.
- Prepares documentation in a variety of written and electronic formats (e.g. card codes, daily paperwork/log, time and materials, key and material records, key inventory, etc.).
- Maintains shop environment, tools and/or equipment for the purpose of ensuring the availability of equipment in safe operating condition.
- Requests and maintains equipment and supplies.
- Responds to emergency situations and resolves the district's security concerns 24/7.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.

#### **Roofer-Skilled**

- Completes repairs on EPDM, built up, TPO, shingle, tin, etc.
- Maintains and repairs all types of roofs and roofing systems throughout the district.
- Responds to emergency roof leaks or roof related problems
- Performs preventive maintenance program for all roofs within the districts. Advises the districts regarding problems noted and/or replacement needs.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as district needs 24/7
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.
- Performs inspections for new construction and roof replacement.
- Performs other duties as assigned

#### **2. Safety Related Emergency Repairs:**

- Contractor will make emergency repairs to protect the students, faculty, and staff, as directed by any responding Emergency Service and the school districts.
- Carries out and fully participates in all first response activities to contain dangerous situations.

#### **H. Definitions of Maintenance Activities**

– These definitions simply state general terminology relating to each category of work.

1. **Preventive Maintenance:** Preventive Maintenance is the understanding and delivery of your assets basic needs, while in routine service. It can also be described as the scheduling tool or action plan for managing the anticipated life expectancy of “any” asset and carrying out the required service tasks to ensure the fullest life cycle and performance of the plant.
2. **Corrective Maintenance:** The repairs or replacement to school real property or systems that has or have deteriorated, broken, or worn out and cannot be used for its intended purpose. Essentially, efforts to improve plant reliability, correct deficiencies or mitigate bad situations observed by operators and/or clients. This includes first line repairs and maintenance on components of air-conditioning systems, heating systems, and any structurally related items. Major repairs to such systems as failed chillers, boilers, and roofs normally do not fall within the day-to-day department responsibility and usually require board approval and appropriation of funds to support repairs. It is essential that initial maintenance problems be responded to quickly as they will become worse if left unattended.
3. **Reactive Maintenance:** Responses to unplanned outages or situations beyond the norm.

4. **Plant Operations:** Day-to-day plant operations and service response.
5. **Facility Improvement/Modernization:** The major/minor alteration of existing systems which changes its present configuration, install or construct an addition to the facility, mechanical, structural, or electrical system, to completely/partially revamp or replace components of a facility. These could be considered high cost items that should be planned for and funded in each fiscal year's budget. However, action sometimes must be taken to eliminate a safety or health hazard and the only funds available are the maintenance funds. Caution must be used when utilizing these funds so as not to jeopardize funds needed for the day-to-day operations and efforts should be made to allocate the costs to the building account pursuant to GAAP account standards.
6. **Capital Improvement:** These funds have been appropriated through the school district's budget or bond issues. Priorities should be established each school/department year for those large projects beyond normal school maintenance capabilities. Items such as replacing roofs, additions to facilities, buying new facilities, altering or any construction work would normally come from this fund. All decisions on the utilization of these funds rest with the school district.

## I. Administrative Specifications

-- Contractor will undertake all issues and duties pursuant to the attached specifications.

### Specific areas of responsibility are:

1. **Supervision** – Contractor's manager will assume line management duties controlling direct labor activities including: hiring, termination, task assignments, job description, scheduling, training, application of personnel policies and direct labor hour justification.
2. **Staff Interaction** – Contractor's manager will undertake to initiate, develop and maintain sound and professional working relationships with members of the faculty, administration and staff throughout the school district including: routine communication on facility related issues, open solicitation of ideas and involvement in facility issues as appropriate.
3. **Preventive Maintenance and Corrective Work Order System** - Contractor will utilize owner's preferred work order software.
4. **Policies and Procedures** – Contractor's manager will develop, publish and apply policies and procedures appropriate and necessary to the facility function including, but not limited to:
  - Emergency Call-In List
  - Assignment Accountability
  - Work Order Procedures
  - Inspection/QA Records
  - Preventive Maintenance Procedures
  - Personnel and Safety Policing
5. **Planning** – Contractor's manager will assist the school district in generating fiscal, capital, administrative and project plans for the facility function.
6. Contractor will review existing Facility Condition Index for the school district. Said information must be updated annually, closer budgeted or a new full-blown assessment carried out.
7. **Reporting** – Contractor's manager will issue such monthly reports as deemed necessary to fully apprise administration of current and planned activities (to include but not limited to) budget compliance, personnel issues, equipment, and facility status.
8. **Records** – At times Contractor's site administration will initiate, compile, and maintain records and files necessary for the smooth and optimal functioning of the facility department, such as: Work Orders, Equipment Preventive Maintenance, Security Code Compliance, Safety Energy Conservation, Life Safety Contractor QA
9. **Code Compliance** – Depending upon the work performed by Contractor, Contractor's site management will research, review, apply and make recommendations concerning compliance with local, state, and federal codes, statues and ordinances.

10. **Safety and Security** – Contractor’s manager will support the school district by providing a safely maintained and secure facility.
11. **Communication** – Within thirty (30) days of the start date of the contract Contractor will meet with administration to establish Common Goals and Objectives for Maintenance Program and a Facilities Services Review Committee.
12. **Services Not Performed by Contractor:**

The following are the services not performed by Contractor but contracted to outside vendors:

- Asbestos or other Hazmat Abatement
- Sandblasting exterior building surfaces
- Any major painting projects
- Formal Certification of Interior Fire Alarm Systems
- Filing of Construction Activities/Expediting Measures
- PE or AIA Design Services

#### **Contractor Obligations**

Contractor shall designate the contact person for daily operations; said person will be responsible for daily operation needs and communication. All Site based individual(s) must complete a criminal background check at the cost of the contractor. Evidence of this investigation must be provided to the client. Monthly, Quality Assurance Inspections will be conducted to ensure contract compliance. The District Representative will coordinate inspections. Contractor will have a manager present for said inspections.

**ATTACHMENT B**  
**PRICING**

Pricing Effective July 1, 2023 – June 30, 2024

Cost reflects a 3% increase.

Annual Cost- \$484,821.00

Monthly Cost- \$40,401.75



# 2024 GMSD OTHER FUNDS

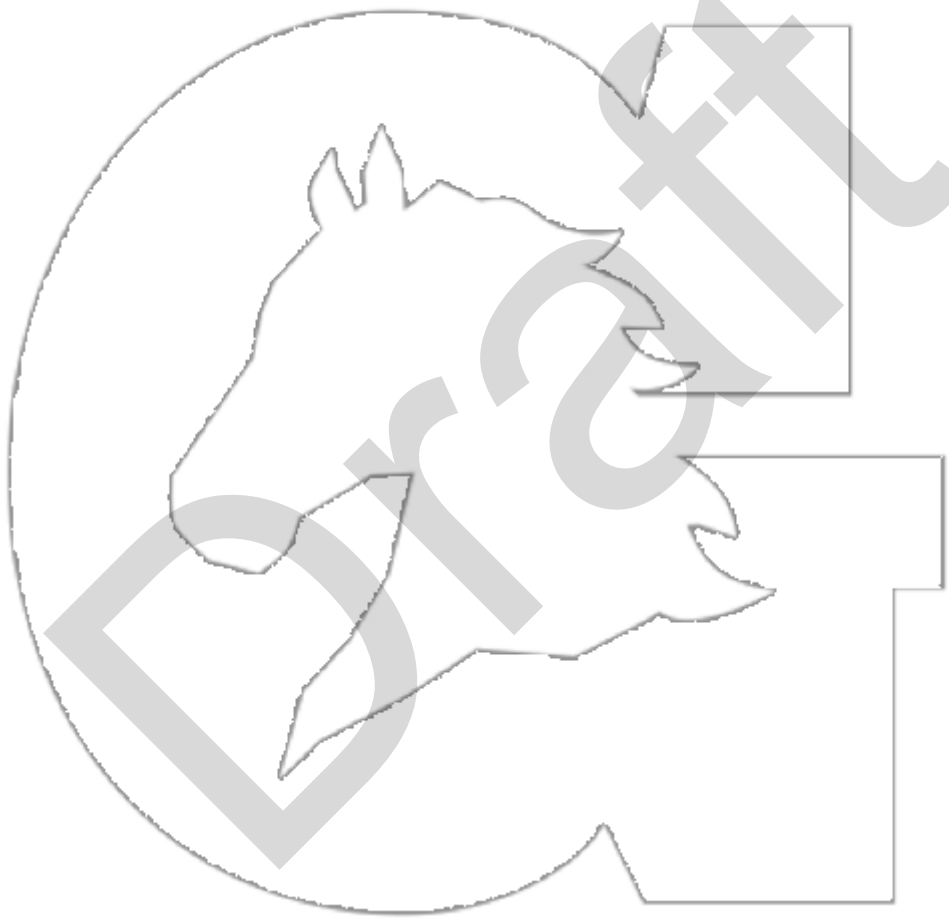
Second and Final Reading – June 6, 2023

KEVIN JONES,  
CHIEF FINANCIAL OFFICER

JOSH CATHEY,  
DEPUTY SUPERINTENDENT

JASON MANUEL,  
SUPERINTENDENT

RYAN STRAIN,  
SCHOOL BOARD CHAIR





# GERMANTOWN MUNICIPAL SCHOOL DISTRICT

## BOARD OF EDUCATION

Ryan Strain	Chair
Amy Eoff	Vice-Chair
Dr. Daniel Chatham	Board member
Brian Curry	Board member
Angela Griffith	Board member

## ADMINISTRATION

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

# GERMANTOWN MUNICIPAL SCHOOL DISTRICT

## SCHOOL DISTRICT VISION, MISSION, AND GOALS

### VISION

Inspiring Personal Excellence

### MISSION

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

### GOALS

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



# CONTENTS

## OTHER FUNDS

4

### FEDERAL PROJECTS REVENUES

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

6

### FEDERAL PROJECTS EXPEND

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

22

### SCHOOL NUTRITION

24

### CAPITAL IMPROVEMENTS

26

### HEALTH INSURANCE

28

### OPEB TRUST

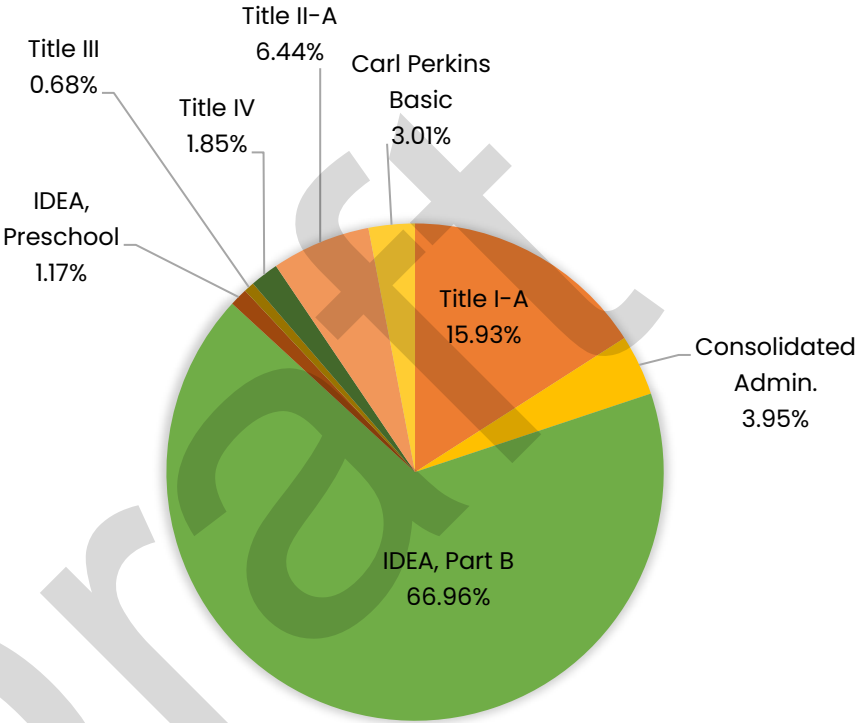
## Inspiring Personal Excellence.

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

# FEDERAL PROJECTS REVENUES



**\$1,804,341**



## Subcategories

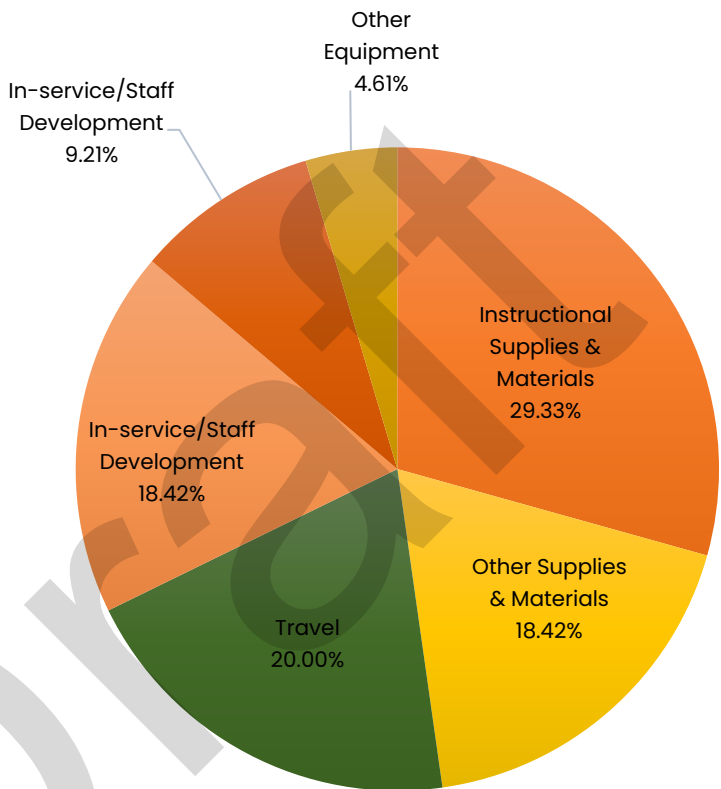
- Consolidated Admin
- Title I-A
- Title II-A
- Title III
- Title IV
- IDEA, Part B
- IDEA, Preschool
- Carl Perkins Basic

## FEDERAL PROJECTS REVENUES

<b>Fund</b>	<b>Description</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Budget</b>	<b>FY 2022 Actual</b>
47131	Carl Perkins Basic	54,275	54,275	50,683
47141	Title I-A	287,500	1,035,977	1,368,491
47141	Consolidated Admin.	71,300	123,299	114,149
47143	IDEA, Part B	1,208,255	1,216,048	1,109,163
47143	IDEA, Preschool	21,074	19,734	31,508
47146	Title III	12,295	12,264	13,534
47147	Title IV	33,453	105,448	109,902
47189	Title II-A	<u>116,189</u>	<u>96,203</u>	<u>82,596</u>
<b>FEDERAL PROJECTS REVENUES TOTAL:</b>		<u>1,804,341</u>	<u>2,663,248</u>	<u>2,889,840</u>

Draft

# CARL PERKINS BASIC



**\$54,275**

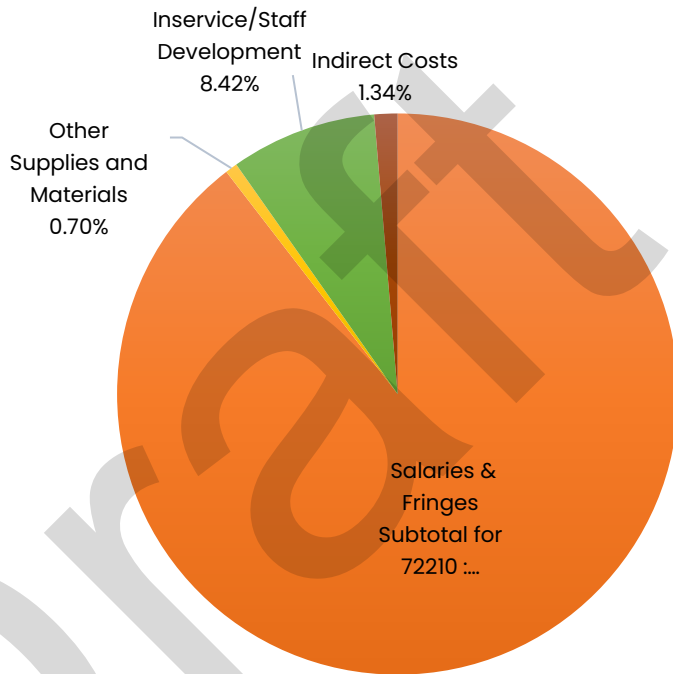
## Overview

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

# CARL PERKINS BASIC

<u>Fund</u>	<u>Description</u>	<u>FY 2024 Budget</u>	<u>FY 2023 Budget</u>	<u>FY 2022 Actual</u>
Vocational Instruction (71300)				
429	Instructional Supplies & Materials	15,920	20,275	11,075
499	Other Supplies & Materials	10,000	14,000	11,563
730	Vocational Instructional Equipment		-	19,332
Other Student Support (72130)				
355	Travel	10,855	10,000	4,275
524	In-service/Staff Development	10,000	5,000	-
Support: Vocational Education (72230)				
524	In-service/Staff Development	5,000	5,000	4,438
790	Other Equipment	2,500	-	-
Transfers Out (99100)				
504	Indirect Costs	-	-	-
<b>CARL PERKINS BASIC TOTAL:</b>		<u>54,275</u>	<u>54,275</u>	<u>50,683</u>

# CONSOLIDATED ADMINISTRATION



**\$71,300**

## Overview

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

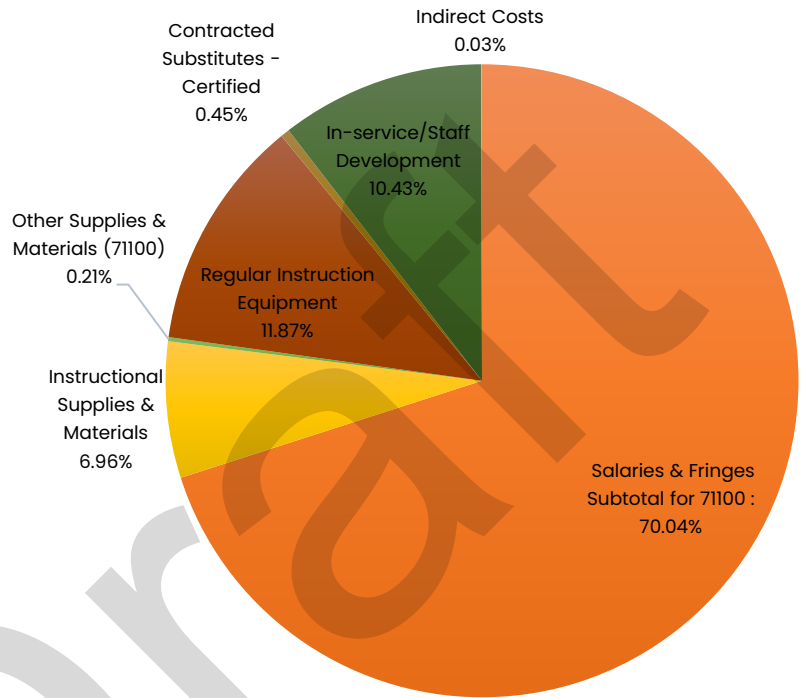
## CONSOLIDATED ADMIN

<b>Fund</b>	<b>Description</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Budget</b>	<b>FY 2022 Actual</b>
Support: Regular Instruction (72210)				
189	Other Salaries & Wages (0.5 FTE)	52,100	83,092	78,872
201	Social Security	3,230	5,028	4,600
204	State Retirement	3,550	7,047	8,124
206	Life Insurance	76	147	119
207	Medical Insurance	4,130	7,100	6,604
212	Medicare	760	1,176	1,076
	Salaries & Fringes Subtotal for 72210 :	<u>63,846</u>	<u>103,590</u>	<u>99,395</u>
499	Other Supplies and Materials	500	-	-
524	Inservice/Staff Development	6,000	10,037	5,779
790	Other Equipment		3,000	3,653
Transfers Out (99100)				
504	Indirect Costs	<u>954</u>	<u>6,672</u>	<u>5,322</u>
<b>CONSOLIDATED ADMIN TOTAL:</b>		<u><u>71,300</u></u>	<u><u>123,299</u></u>	<u><u>114,149</u></u>

# TITLE I-A



**\$287,500**



## Overview

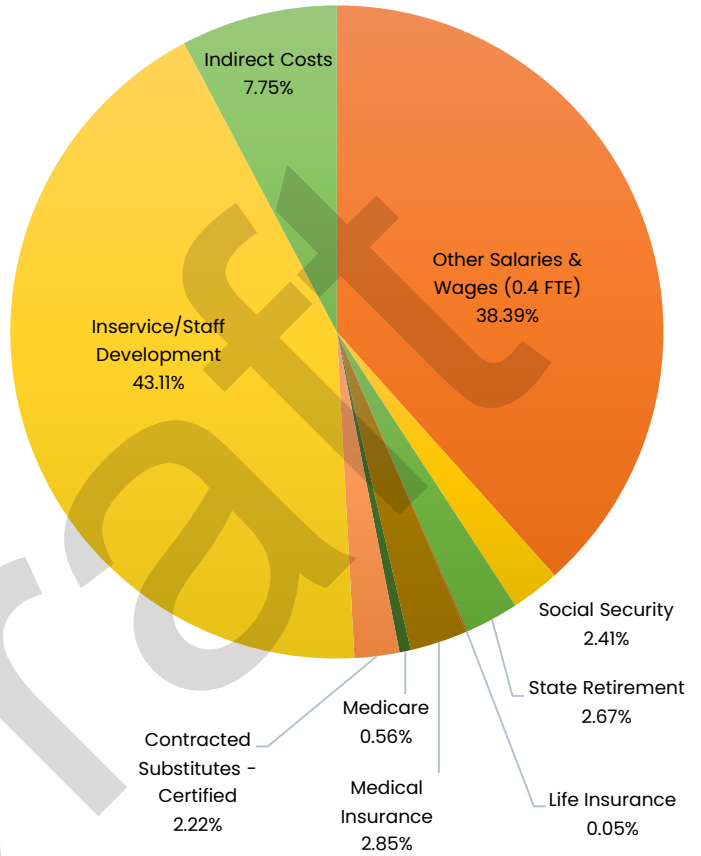
Title I, Improving Academic Achievement, provides resources to help ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education, and reach, at a minimum, proficiency on challenging state academic standards and state academic assessments. The major focus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

# TITLE I-A

<b>Fund</b>	<b>Description</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Budget</b>	<b>FY 2022 Actual</b>
<b>Regular Instruction (71100)</b>				
116	Teachers (2 FTEs)	161,907	450,261	299,754
189	Other Salaries & Wages (2 FTEs)	-	102,770	132,230
201	Social Security	10,100	34,281	21,825
204	State Retirement	16,650	48,450	32,401
206	Life Insurance	314	1,225	426
207	Medical Insurance	10,000	41,300	18,221
212	Medicare	2,400	8,029	6,033
	<b>Salaries &amp; Fringes Subtotal for 71100 :</b>	<b>201,371</b>	<b>686,316</b>	<b>510,890</b>
311	Contracts with Other School Systems		-	-
399	Other Contracted Services (71100)		4,145	-
429	Instructional Supplies & Materials	20,000	119,582	251,236
499	Other Supplies & Materials (71100)	600	600	-
722	Regular Instruction Equipment	34,139	23,233	365,407
<b>Other Student Support (72130)</b>				
130	Social Worker		-	-
189	Other Salaries & Wages		21,509	-
201	Social Security		1,332	-
204	State Retirement		1,847	-
206	Life Insurance		-	-
207	Medical Insurance		-	-
212	Medicare		311	-
	<b>Salaries &amp; Fringes Subtotal for 72130 :</b>	<b>-</b>	<b>24,999</b>	<b>-</b>
399	Other Contracted Services (72130)		42	-
599	Other Charges		11,519	2,249
308	Consultants		-	-
355	Travel- Mileage		-	-
369	Contracted Substitutes - Certified	1,290	42,000	15,383
399	Other Contracted Services		12,000	13,070
499	Other Supplies & Materials (72210)		-	-
524	In-service/Staff Development	30,000	89,900	181,321
790	Other Equipment		-	1,413
<b>Transfers Out (99100)</b>				
504	Indirect Costs	100	21,641	27,522
<b>TITLE I-A TOTAL:</b>		<b>287,500</b>	<b>1,035,977</b>	<b>1,368,491</b>



# TITLE II-A



**\$116,189**

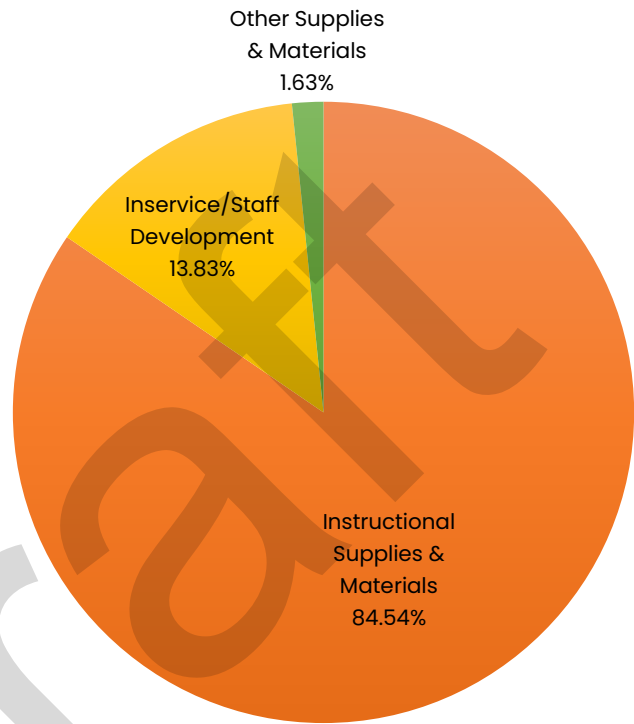
## Overview

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

## TITLE II-A

<u>Fund</u>	<u>Description</u>	<u>FY 2024 Budget</u>	<u>FY 2023 Budget</u>	<u>FY 2022 Actual</u>
Support: Regular Instruction (72210)				
189	Other Salaries & Wages (0.4 FTE)	44,600	50,565	52,418
196	In-service Training	-	-	-
201	Social Security	2,800	3,140	3,038
204	State Retirement	3,100	4,400	4,922
206	Life Insurance	60	70	47
207	Medical Insurance	3,310	3,892	2,807
212	Medicare	650	740	710
308	Consultants	-	-	-
369	Contracted Substitutes - Certified	2,580	1,053	116
499	Other Supplies & Materials	-	-	-
524	Inservice/Staff Development	50,089	27,902	16,418
790	Other Equipment	-	-	-
Transfers Out (99100)				
504	Indirect Costs	9,000	4,441	2,120
<b>TITLE II-A TOTAL:</b>		<u>116,189</u>	<u>96,203</u>	<u>82,596</u>

# TITLE III



**\$12,295**

## Overview

Title III assists the district to develop and to enhance their capacity to provide effective Instructional programs designed to prepare English learners.

### TITLE III

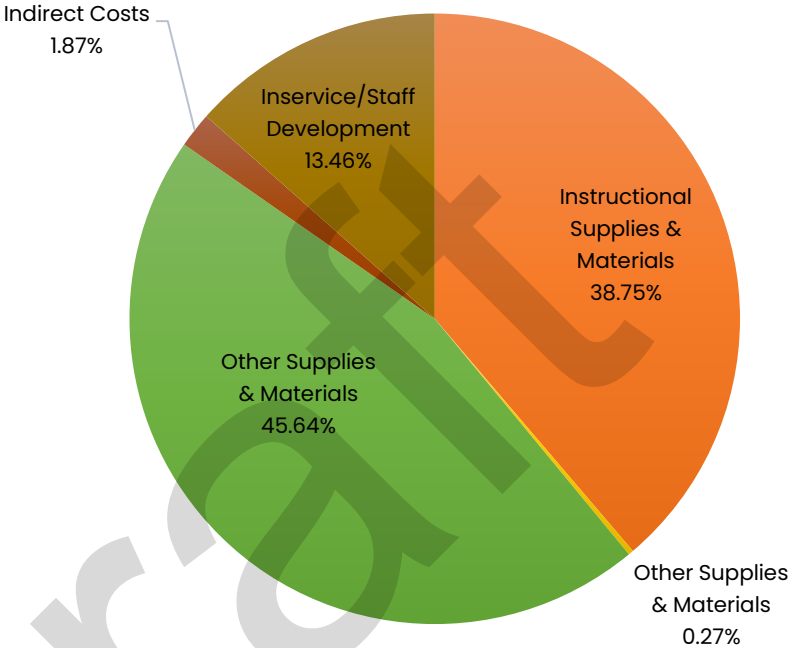
<b>Fund</b>	<b>Description</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Budget</b>	<b>FY 2022 Actual</b>
Regular Instruction (71100)				
429	Instructional Supplies & Materials	10,394	10,514	12,104
722	Regular Instruction Equipment	-	-	905
Support: Regular Instruction (72210)				
524	Inservice/Staff Development	1,701	1,750	425
Other Student Support (72130)				
499	Other Supplies & Materials	200	-	-
Transfers Out (99100)				
504	Indirect Costs	-	-	100
<b>TITLE III TOTAL:</b>		<u>12,295</u>	<u>12,264</u>	<u>13,534</u>

Draft

# TITLE IV



**\$33,453**



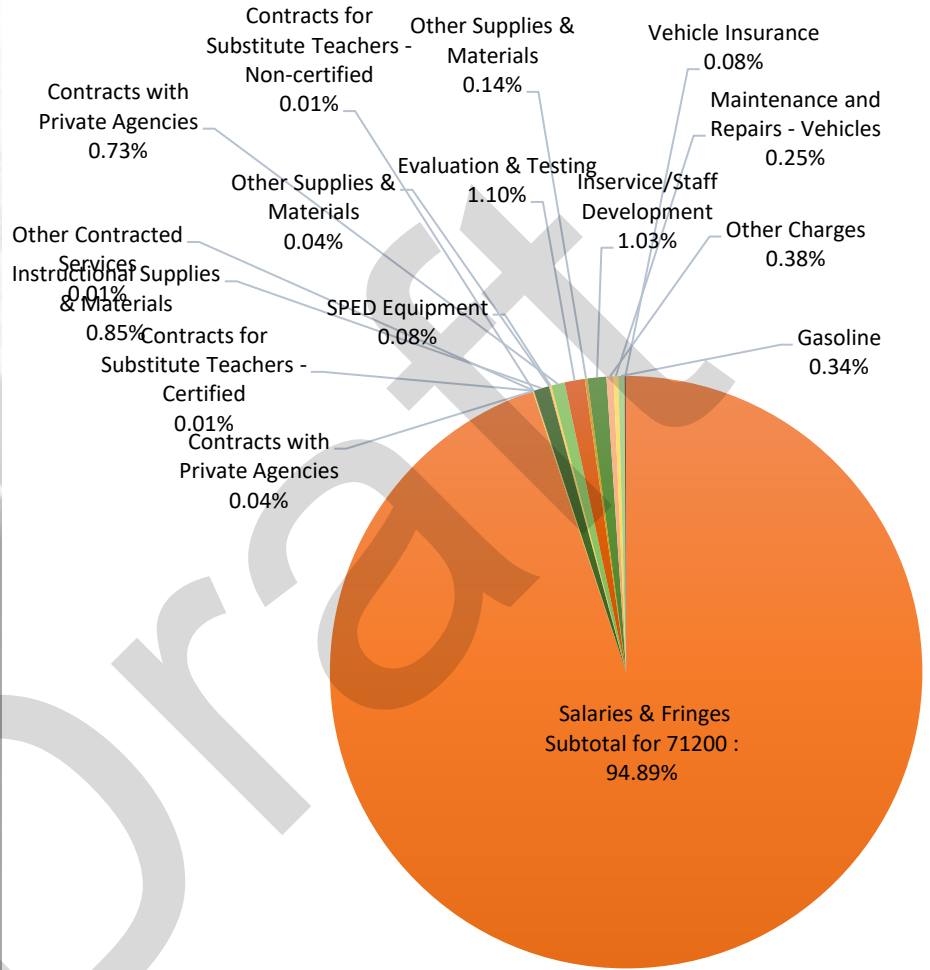
## Overview

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

## TITLE IV

<b>Fund</b>	<b>Description</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Budget</b>	<b>FY 2022 Actual</b>
Regular Instruction (71100)				
429	Instructional Supplies & Materials	11,802	19,700	24,783
499	Other Supplies & Materials	83	1,774	-
722	Regular Instruction Equipment		10,000	15,748
Health Services (72120)				
499	Other Supplies & Materials	13,900	14,200	14,576
Transfers Out (99100)				
504	Indirect Costs	570	3,957	-
Support: Regular Instruction (72210)				
369	Contracted Substitutes - Certified		4,914	5,283
399	Other Contracted Services		-	-
524	Inservice/Staff Development	4,098	50,903	47,100
790	Other Equipment		-	2,412
Education Technology (72250)				
524	Inservice/Staff Development	<u>3,000</u>	<u>-</u>	<u>-</u>
<b>TITLE IV TOTAL:</b>		<u><u>33,453</u></u>	<u><u>105,448</u></u>	<u><u>109,902</u></u>

# IDEA, PART B



**\$1,208,255**

## Overview

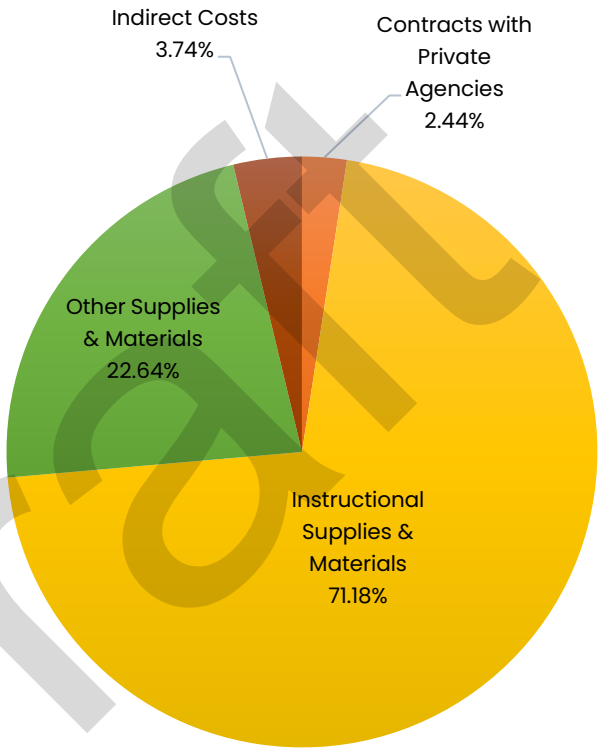
IDEA, Part B, is for students ranging in ages of three through twenty-one who are eligible for special education services. The Individuals with Disabilities in Education Act (IDEA, Part B) provides services such as specialized instruction and programs, interpretation services, and behavior interventions.

## IDEA-B

<b>Fund</b>	<b>Description</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Budget</b>	<b>FY 2022 Actual</b>
<b>Special Education (71200)</b>				
116	Teachers (2 FTEs)	130,229	123,980	94,330
163	Educational Assistants (20 FTEs)	673,805	678,997	521,237
188	Instructional Responsibility	5,410	4,910	800
189	Other Salaries & Wages	-	-	13,400
201	Social Security	57,294	56,625	35,794
204	State Retirement	87,435	83,857	47,894
206	Life Insurance	8,769	8,840	933
207	Medical Insurance	141,800	142,000	77,499
212	Medicare	13,306	12,584	8,371
	<b>Salaries &amp; Fringes Subtotal for 71200 :</b>	<b>1,118,048</b>	<b>1,111,793</b>	<b>800,258</b>
312	Contracts with Private Agencies	500	500	115,262
369	Contracts for Substitute Teachers - Certified	100	-	-
370	Contracts for Substitute Teachers - Non-certified	100	500	-
399	Other Contracted Services	100	500	6,920
429	Instructional Supplies & Materials	10,000	1,000	58,375
499	Other Supplies & Materials	500	-	-
725	SPED Equipment	1,000	1,000	5,481
<b>Support: Special Education (72220)</b>				
105	Supervisor/Director	-	37,440	30,181
201	Social Security	-	2,228	1,692
204	State Retirement	-	3,692	3,089
206	Life Insurance	-	81	46
207	Medical Insurance	-	4,581	4,501
212	Medicare	-	522	396
	<b>Salaries &amp; Fringes Subtotal for 72220 :</b>	<b>-</b>	<b>48,544</b>	<b>39,905</b>
312	Contracts with Private Agencies	8,600	111	38,844
322	Evaluation & Testing	13,000	-	-
355	Travel	-	600	365
399	Other Contracted Services	-	-	-
499	Other Supplies & Materials	1,700	12,000	7,593
524	Inservice/Staff Development	12,107	3,000	2,156
599	Other Charges	4,500	500	-
<b>Transportation (72710)</b>				
338	Maintenance and Repairs - Vehicles	3,000	3,000	1,883
425	Gasoline	4,000	2,000	1,899
511	Vehicle Insurance	1,000	1,000	222
729	Transportation Equipment	-	-	-
<b>Transfers Out (99100)</b>				
504	Indirect Costs	30,000	30,000	30,000
<b>IDEA-B TOTAL:</b>		<b>1,208,255</b>	<b>1,216,048</b>	<b>1,109,163</b>



# IDEA PRESCHOOL



**\$21,074**

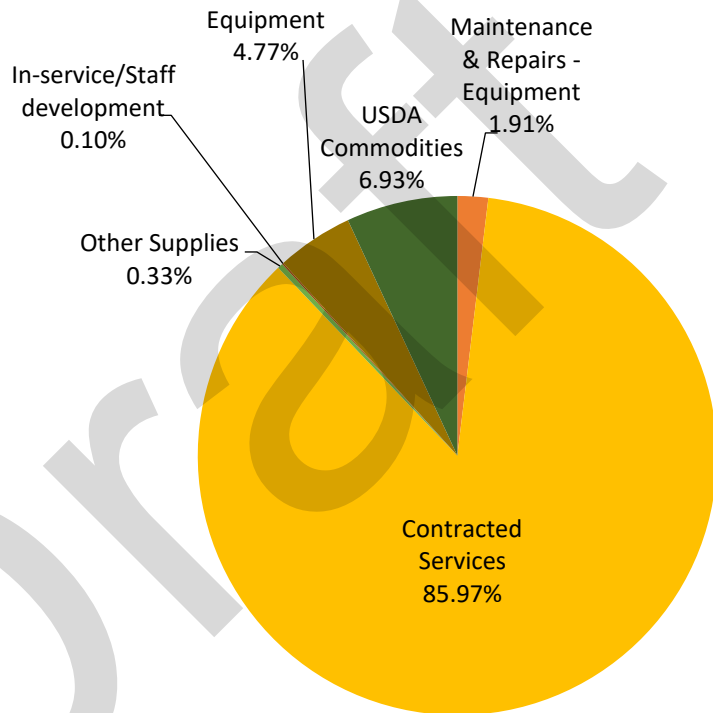
## Overview

Federal funds provided for special education services to preschool students.

## IDEA- PRESCHOOL

<b>Fund</b>	<b>Description</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Budget</b>	<b>FY 2022 Actual</b>
Special Education (71200)				
312	Contracts with Private Agencies	514	-	-
399	Other Contracted Services	-	9,514	9,514
429	Instructional Supplies & Materials	15,000	3,000	3,000
499	Other Supplies & Materials	-	-	-
725	Special Education Equipment	-	2,000	1,114
Support: Special Education (72220)				
399	Other Contracted Services	-	-	-
499	Other Supplies & Materials	-	3,397	4,105
524	Inservice/Staff Development	4,772	1,035	12,987
Transfers Out (99100)				
504	Indirect Costs	788	788	788
<b>IDEA- PRESCHOOL TOTAL:</b>		<b>21,074</b>	<b>19,734</b>	<b>31,508</b>

# SCHOOL NUTRITION



**\$2,096,610**

## Overview

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

# SCHOOL NUTRITION

## REVENUES

<u>Acct</u>	<u>Description</u>	<u>FY 2024 Budget</u>	<u>FY 2023 Budget</u>	<u>FY 2022 Actual</u>
43521	Lunch Income- Children	885,452	819,225	2,661
43522	Lunch Income- Adults	10,000	8,000	10,700
43523	Breakfast Income	50,018	170,228	435
43525	Ala Carte Sales	590,817	493,396	434,360
47111	USDA Lunch	444,321	419,994	2,137,796
47113	USDA Breakfast	48,497	40,780	371,590
47112	USDA Commodities	145,240	95,280	125,076
47121	Miscellaneous - Other Revenue - Catering	5,000	5,000	4,698
47590	Other Federal Through State	26,538	123,830	17,034
49800	Transfers In	-	-	-
	Reserves	-	174,012	-
<b>TOTAL NUTRITION REVENUES:</b>		<u>2,205,883</u>	<u>2,349,745</u>	<u>3,104,350</u>

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

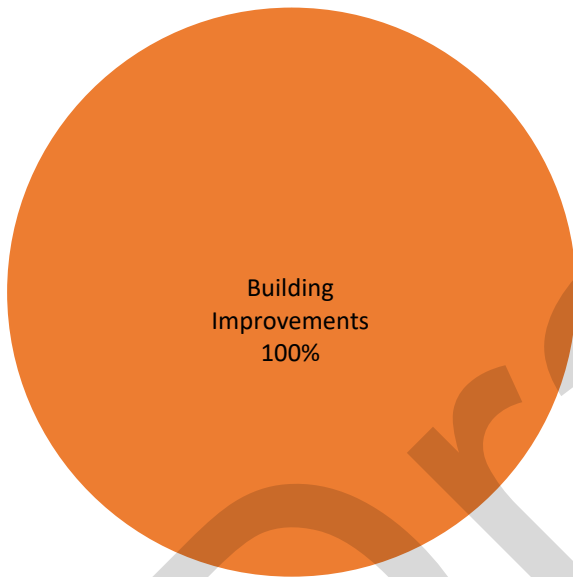
## EXPENDITURES

<u>Acct</u>	<u>Description</u>	<u>FY 2024 Budget</u>	<u>FY 2023 Budget</u>	<u>FY 2022 Actual</u>
336	Maintenance & Repairs - Equipment	40,000	40,000	21,854
399	Contracted Services	1,802,370	2,105,465	2,035,183
499	Other Supplies	7,000	7,000	6,831
524	In-service/Staff development	2,000	2,000	1,408
710	Equipment	100,000	100,000	46,392
469	USDA Commodities	145,240	95,280	125,076
<b>TOTAL NUTRITION EXPENDITURES:</b>		<u>2,096,610</u>	<u>2,349,745</u>	<u>2,236,744</u>

*Includes expected contracted service to food service management company.*

<b>CHANGE IN CAFETERIA FUND BALANCE:</b>	<u>109,273</u>	<u>-</u>	<u>867,606</u>
--	----------------	----------	----------------

# CAPITAL IMPROVEMENTS



## Overview

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

# CAPITAL IMPROVEMENT

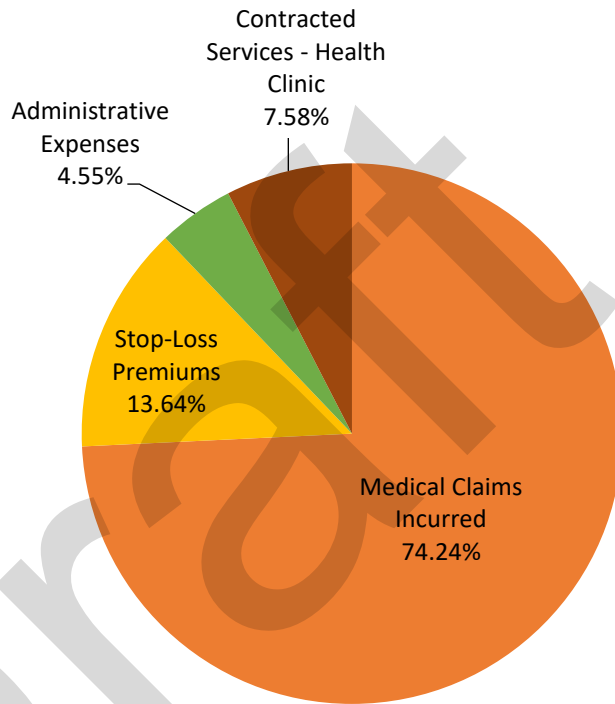
## REVENUES

<u>Acct</u>	<u>Description</u>	<u>FY 2024 Budget</u>	<u>FY 2023 Budget</u>	<u>FY 2022 Actual</u>
44190	County Commission	3,701,747	1,500,000	1,403,133
49100	Bond/Note Proceeds	-	2,500,000	4,147,305
49810	Transfers from the City of Germantown	750,000	1,000,000	-
39000	Reserves	609,478	-	-
<b>TOTAL CAPITAL IMPROV. REVENUE:</b>		<u>5,061,225</u>	<u>5,000,000</u>	<u>5,550,438</u>

## EXPENDITURES

<u>Acct</u>	<u>Description</u>	<u>FY 2024 Budget</u>	<u>FY 2023 Budget</u>	<u>FY 2022 Actual</u>
304	Architects	-	-	23,040
706	Building Construction	-	4,000,000	6,689,214
707	Building Improvements	5,061,225	1,000,000	-
790	Other Equipment	-	-	-
<b>TOTAL CAPITAL IMPROV. EXPENDITURES:</b>		<u>5,061,225</u>	<u>5,000,000</u>	<u>6,712,254</u>
<b>CHANGE IN CAPITAL IMPROVEMENT FUND BALANCE:</b>		<u>-</u>	<u>-</u>	<u>(1,161,816)</u>

# HEALTH INSURANCE



**\$6,600,000**

## Overview

During 20 pay periods of the year, employees, through payroll deduction, and the District make contributions to the health insurance fund to pay actual medical and pharmacy claims incurred during the year. Stop-loss insurance covers any claims above \$125,000. Contributions also cover any administrative expenses paid to third-party administrators and consultants.

# HEALTH INSURANCE

## REVENUES

<b>Acct</b>	<b>Description</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Budget</b>	<b>FY 2022 Actual</b>
42000	Employee Contributions	1,862,500	1,845,760	1,865,931
42100	Employer Contributions	3,432,580	3,410,340	3,447,689
42900	Other Income	200,000	200,000	189,898
44110	Interest income	0	0	2,286
	Reserves	1,104,920	803,900	0
<b>TOTAL HEALTH INSURANCE FUND REVENUES:</b>		<u>6,600,000</u>	<u>6,260,000</u>	<u>5,505,804</u>

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

## EXPENDITURES

<b>Acct</b>	<b>Description</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Budget</b>	<b>FY 2022 Actual</b>
280	Medical Claims Incurred	4,900,000	5,000,000	5,162,641
281	Stop-Loss Premiums	900,000	960,000	804,872
282	Administrative Expenses	300,000	300,000	244,460
399	Contracted Services – Clinic	500,000	0	0
<b>TOTAL HEALTH INSURANCE FUND EXPENDITURES:</b>		<u>6,600,000</u>	<u>6,260,000</u>	<u>6,211,973</u>

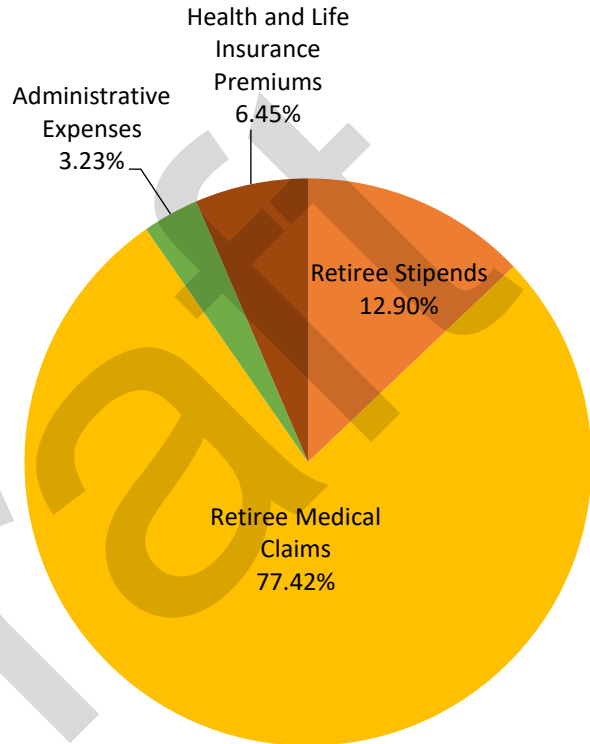
Includes claims expense for medical and pharmacy, stop loss premiums, third-party administrative expenses, and expenses for the district's health and wellness clinic.

<b>CHANGE IN HEALTH INSURANCE FUND BALANCE:</b>	<u>0</u>	<u>0</u>	<u>-706,169</u>
---	----------	----------	-----------------

# OPEB TRUST



**\$775,000**



## Overview

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

# OPEB TRUST

## REVENUES

<u>Acct</u>	<u>Description</u>	<u>FY 2024 Budget</u>	<u>FY 2023 Budget</u>	<u>FY 2022 Actual</u>
42100	Employer Contributions	755,000	755,000	679,422
42200	Retiree Contributions	80,000	80,000	80,000
44110	Investment Income	75,000	75,000	78,441
44111	Unrealized and Realized Gain/Loss on Investment	293,750	292,500	(698,055)
<b>TOTAL OPEB TRUST FUND REVENUES:</b>		<u>1,203,750</u>	<u>1,202,500</u>	<u>139,808</u>

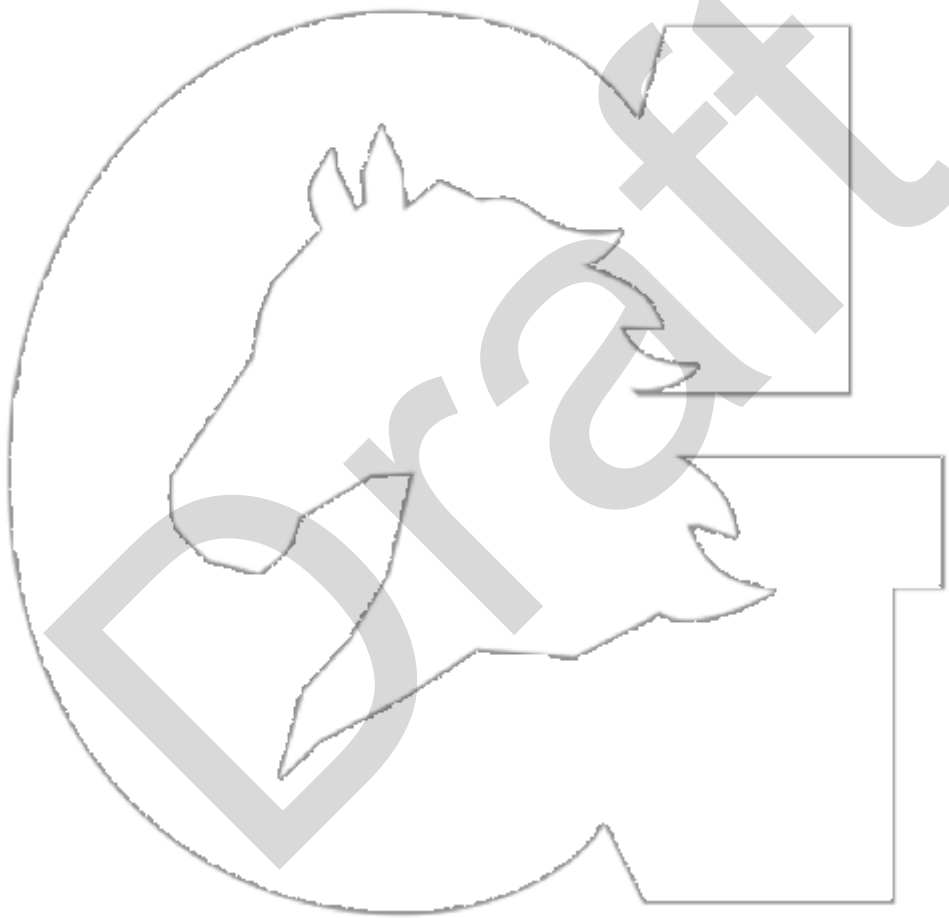
Includes District's contributions for health and life insurance benefits for retirees. Retiree contributions include amounts from TCRS withheld from their pension check and transmitted to GMSD. Unrealized gain on investment assumes a 6.5% rate of return on investments.

## EXPENDITURES

<u>Acct</u>	<u>Description</u>	<u>FY 2024 Budget</u>	<u>FY 2023 Budget</u>	<u>FY 2022 Actual</u>
280	Retiree Stipends	100,000	90,000	80,550
281	Retiree Medical Claims	600,000	600,000	276,441
282	Administrative Expenses	25,000	25,000	23,200
283	Health and Life Insurance Premiums	50,000	48,000	47,027
<b>TOTAL OPEB TRUST FUND EXPENDITURES:</b>		<u>775,000</u>	<u>763,000</u>	<u>427,218</u>

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

**CHANGE IN OPEB TRUST FUND BALANCE:** 428,750 439,500 (287,410)





Quote Number 00000853  
 Created Date 5/23/2023  
 Expiration Date 6/30/2023

Company Address 9393 N 90th Street  
 Ste 102, PMB 150  
 Scottsdale, Arizona 85258  
 United States

Account Name Houston Middle School  
 Ship To 9400 Wolf River Boulevard  
 Germantown, TN 38139  
 United States

Prepared By Stuart Noggle  
 Phone (928) 224-4512  
 Email snoggle@wozed.com

Contact Name Mark Ethan Constant  
 Email mark.constant@gmsdk12.org

Product Code	Product	Quantity
AN_L3_M	Animation Curriculum (Level III) - Animation Station	1.00
CO_L3_P	Coding Curriculum (Level III POP)	1.00
CO_L3_M	Coding Curriculum (Level III) - Communication, Coding, and Mini Sphero	1.00
DR_L3_Pa_C30	Drone Curriculum (Level III POP) - Consumables A - 30 Students	2.00
DR_L3_Pb_C30	Drone Curriculum (Level III POP) - Consumables B - 30 Students	2.00
DR_L3_Mb	Drone Curriculum (Level III) - Deploy Your Drone	2.00
DR_L3_Ma_C30	Drone Curriculum (Level III) - Consumables A - 30 Students	1.00
DR_L3_Mb_C30	Drone Curriculum (Level III) - Consumables B - 30 Students	1.00
DR_L3_Ma	Drone Curriculum (Level III) - Qualified for Flight	2.00
DR_L3_Pb	Drone Curriculum POP (Level III) - Aviator Challenge	1.00
DR_L3_Pa	Drone Curriculum POP (Level III) - Natural Disaster	1.00
EN_L3_M	Engineering Curriculum (Level III) - 3D Printing: A Pathway to Purposeful Printing	2.00
EN_L3_M_C30	Engineering Curriculum (Level III) - Consumables - 30 Students	2.00
EV_PW_01	Pathway Conference All Inclusive	2.00
RO_L3_M_C30	Robotics Curriculum (Level III) - Consumables - 30 Students	1.00
RO_L3_M	Robotics Curriculum (Level III) - Robots with a Purpose	2.00
DR_L3_Mc	Science of Drone Racing Kit	2.00
TR_OS_01	Training On-site	2.00

Description Kits and consumable packs serve up to 30 students each. Some kits require school-provided iPads (iPad carts recommended).

Free shipping, unlimited virtual support, and two Pathway Conference seats provided. The purchase of five Pathways will give Houston Middle School Woz Pathway School Status. The school will receive a banner, highlights video, press release, and a photo with Steve Wozniak.

Subtotal	\$120,625.00
Foundation Support	-\$5,600.00
Total Price	\$115,025.00
Grand Total	\$115,025.00

To Accept This Quote

Print: \_\_\_\_\_



Quote Number	00000853
Created Date	5/23/2023
Expiration Date	6/30/2023

Sign: \_\_\_\_\_

Date \_\_\_\_\_

Please email completed Purchase Orders to [purchasing@wozed.com](mailto:purchasing@wozed.com) and include the quote number above. Please confirm shipping address listed on quote

# Germantown Municipal School District

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Appearances Before the Board</b>	Descriptor Code: <b>1.404</b>	Issued Date: <b>06/**/23</b> <b>02/22/22</b> <b>10/26/21</b>
		Rescinds: <b>1.404</b>	Issued: <b>12/02/13</b>

- 1 ~~Tennessee law makes no specific provisions for the participation of the public at meetings of local Boards~~  
2 ~~of Education.~~ In accordance with Tennessee law, the Germantown Board of Education reserves a period  
3 for public comment during each meeting that has actionable items on the agenda (that is, items on which  
4 the Board is voting) with the exception of disciplinary hearings of students or GMSD staff members.
- 5 If an Individual wishes to address the Board, he/she shall submit a “Public Comment Form” provided  
6 before the beginning of the Board meeting to request time to speak. Delegations must select only  
7 one individual to speak on their behalf unless otherwise determined by the Board. **The Chairman of**  
8 **the Board shall take all practical steps to ensure that opposing viewpoints, if any, are represented fairly.**
- 9 Speakers will be introduced by the Chairman ~~of the Board~~ in order of the names appearing on the “Public  
10 Comment Form”.
- 11 Each person speaking shall state his/her name, ~~address,~~ **city of residence,** and ~~subject of~~  
12 ~~presentation.~~ **subject of his/her comments.** Remarks will be limited to three (3) minutes unless time is  
13 extended by the Board or otherwise reduced by the Chairman to reflect the number of citizens to be  
14 heard. Speakers are asked to refrain from using names of personnel or names of persons connected with  
15 the school system when lodging a complaint. However, after the meeting has concluded, the speaker  
16 may supply to the Board Chairman the names of the persons about whom the complaint is being lodged  
17 and the name will be shared by the Chairman with other members of the School Board. **The Chair****man**  
18 shall have the authority to terminate the remarks of any individual who is disruptive or does not  
19 adhere to Board rules.
- 20 Speakers will not be permitted to use obscene language when making their comments.

---

## Legal References

T.C.A. § 39-17-306  
**Public Acts of 2023, Public Chapter 300**