

GMSD Board Work Session
January 14, 2025 5:30 PM
Board Room, GMSD Office

1. Revision of Policies - First Reading
2. Miscellaneous FY 24-25 Budget Amendments #17-18
3. RFP for GOAL Curriculum
4. Further Business

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Grades K-8 Promotion and Retention	Descriptor Code: 4.603	Issued Date: 01/**/25
		Rescinds: 4.603	Last Issued: 08/13/24

1 A student in the third grade shall not be promoted to the next grade level unless the student is determined
2 to be proficient in English language arts (ELA) based on the student's achieving a performance level
3 rating of "met expectations" or "exceeded expectations" on the ELA portion of the student's most recent
4 Tennessee Comprehensive Assessment Program (TCAP) test.

5 **PROMOTION AND RETENTION**

- 6 1. Promotion to the next grade level shall be based on the successful completion of required
7 academic work or demonstration of satisfactory progress in each of the relevant academic areas.
- 8 2. Schools shall identify students who demonstrate difficulty in achieving the requirements for
9 promotion to the next grade level and therefore may be at risk for retention by February 1.
10 Schools shall notify the parent or guardian of any student who is identified as at risk for retention
11 within fifteen (15) calendar days of identification.
- 12 3. Factors used to identify students who are at risk for retention shall, at a minimum, include:
- 13 (a) The student's ability to perform at the expectations of the current grade-level standards;
- 14 (b) The results of local assessments, screening, or monitoring tools;
- 15 (c) State assessments, as applicable;
- 16 (d) Home Literacy Reports provided in accordance with T.C.A. § 49-1-905;
- 17 (e) The overall academic achievement of the student;
- 18 (f) The student's likelihood of success with more difficult material if promoted to the next
19 grade;
- 20 (g) The student's attendance record; and
- 21 (h) The student's maturity.
- 22 4. Schools shall develop and implement an individualized promotion plan for any student identified
23 as at risk for retention to help the student avoid retention.
- 24 (a) The individualized promotion plan shall be developed in coordination with the student's
25 teachers, IEP or 504 team, if applicable, and may also include input from the student's
26 parents, school counselor, or other appropriate school personnel. All promotion plans

- 1 shall include evidence-based promotion strategies and shall be tailored to the student's
2 learning needs. Each promotion plan shall also include expectations and measurements
3 that can be used to verify that a student has made sufficient progress to be promoted to
4 the next grade level. Promotion plans for students in grades three (3) and four (4) shall
5 include the additional requirements for promotion set forth in paragraph 5 of this Policy.
- 6 (b) A copy of a student's promotion plan shall be provided to his or her parent or legal
7 guardian and the school shall offer to parents or legal guardians the opportunity for a
8 parent-teacher conference to discuss the promotion plan.
- 9 (c) If a student is not making progress on his or her promotion plan, then the promotion
10 strategies shall be modified to support the student in the goal of promotion to the next
11 grade level. A student who demonstrates sufficient academic progress with the strategies
12 included in his or her promotion plan during the school year shall be promoted to the next
13 grade level unless retention is required as set forth in paragraph 5 of this Policy.
- 14 (d) If a student has not demonstrated sufficient academic progress as defined in his or her
15 promotion plan by the end of the school year, the student shall be enrolled in a summer
16 reading or learning program if such program is available. For a student in grade three (3)
17 who is identified for retention in accordance with paragraph 5 of this Policy and attends
18 a summer reading or learning program, the program must be conducted in accordance
19 with T.C.A. § 49-6-3115 and § 49-6-1501, *et seq.*
- 20 (e) If the student was enrolled in a summer reading or learning program then a decision for
21 retention shall be made and communicated to the parent or legal guardian in writing at
22 least ten (10) calendar days prior to the start of the next school year, or, if the student was
23 not enrolled in a summer reading or learning program, a decision for retention shall be
24 made and communicated to the parent or legal guardian in writing at least thirty (30)
25 calendar days prior to the start of the next school year. The notification to the student's
26 parent or legal guardian of the retention decision shall be in writing and sent electronically
27 and shall include information regarding the parent or legal guardian's right to appeal the
28 retention decision in alignment with this Policy.
- 29 (f) Retention shall be considered only when it is in the best interests of the student, or if
30 retention is required by paragraph 5 for students in grades three (3) and four (4).
31 Retention decisions affecting a student receiving special education services shall be made
32 in consultation with the student's Individualized Education Program (IEP) team and in
33 accordance with the provisions of the IEP.
- 34 (g) If a retention decision has been made, then the school shall develop an individualized
35 academic remediation plan for the retained student within thirty (30) calendar days after
36 the beginning of the next school year. A copy of the academic remediation plan shall be
37 provided to the student's parent or guardian within ten (10) calendar days of development
38 of such plan.

- 1 1. The academic remediation plan shall be developed in coordination with the
2 student’s teachers, IEP or 504 team, if applicable, and may also include input from
3 the student’s parents, school counselor, or other appropriate school personnel.
- 4 2. The academic remediation plan shall be implemented to help the retained student
5 attain and demonstrate learning proficiency and shall include at least one (1) of
6 the following strategies:
 - 7 (i) Adjustment to the current instructional strategies or materials;
 - 8 (ii) Additional instructional time;
 - 9 (iii) Individual tutoring;
 - 10 (iv) Modification to the student’s classroom assignment to ensure the student
11 receives instruction from a teacher with a level of overall effectiveness of
12 above expectations (level 4) or significantly above expectations (level 5);
13 or
 - 14 (v) Attendance or truancy interventions.
- 15 (h) A student shall not be retained more than one (1) time in any given grade level.
- 16 (i) Retention shall not:
 - 17 1. Be used without an academic remediation plan;
 - 18 2. Be used as a punitive or disciplinary measure;
 - 19 3. Be based solely on English language proficiency, for students who are identified
20 as English learners;
 - 21 4. Be based solely on the student’s disability or suspected disability; or
 - 22 5. Be based solely on a student’s maturity.
- 23 (j) The progress of a retained student shall be closely monitored and reported to the student’s
24 parent or legal guardian a minimum of three (3) times during the school year in which the
25 student is retained.
- 26 5. At the beginning of each school year, parents of students in grades three (3) and four (4) shall be
27 notified of the following promotion and retention requirements:
 - 28 (a) A student in grade three (3) shall not be promoted to the next grade level unless the student
29 is determined to be proficient in English language arts (ELA) based on the student’s
30 achieving a performance level rating of “on track” or “mastered” (otherwise known as
31 “met expectations” or “exceeded expectations”) on the ELA portion of the student’s most
32 recent Tennessee Comprehensive Assessment Program (TCAP) test.

***For purposes of this Policy, a “student’s most recent TCAP test” is the 3rd grade spring ELA TCAP, or the 3rd grade ELA TCAP re-test opportunity, whichever score is higher.**

- 1 (b) Exceptions:
- 2 1. A student in grade three (3) who is not proficient in ELA, as determined by the
- 3 student's achieving a performance level rating of "approaching expectations" on
- 4 the ELA portion of the student's most recent TCAP test, may be promoted to the
- 5 fourth (4th) grade if:
- 6 (i) Pathway 1: The student is an English language learner and has received
- 7 less than two (2) full school years of ELA instruction;
- 8 (ii) Pathway 2: The student was previously retained in any of the grades
- 9 kindergarten through three (K-3);
- 10 (iii) Pathway 3: The student is retested in accordance with the Tennessee
- 11 Department of Education (TDOE) guidelines before the beginning of the
- 12 next school year and scores proficient in ELA;
- 13 (iv) Pathway 4: The student attends a learning loss bridge camp before the
- 14 beginning of the upcoming school year, maintains a ninety percent (90%)
- 15 attendance rate at the camp, and the student's performance on the post-test
- 16 administered to the student at the end of the learning loss bridge camp, as
- 17 required under T.C.A. § 49-6-1502(4)(F), demonstrates adequate growth,
- 18 as defined in the State Board's Promotion and Retention Policy 3.300; or
- 19 (v) Pathway 5: The student receives high-dosage, low-ratio tutoring for the
- 20 entirety of the upcoming school year from a Tennessee accelerating
- 21 literacy and learning corps (TALLC) tutor. For the purposes of this
- 22 Policy, "high-dosage, low-ratio tutoring" means a minimum of two (2)
- 23 thirty (30) minutes sessions per week with a one to three (1:3) teacher to
- 24 student ratio. TALLC high-dosage, low-ratio tutoring may be provided
- 25 through the following options, in accordance with T.C.A. § 49-6-1507:
- 26 a. A tutor recruited and trained through the TDOE's TN ALL Corps
- 27 grant program.
- 28 b. A GMSD recruited tutor who has completed the TN ALL Corps
- 29 training.
- 30 (vi) Pathway 6: Third (3rd) grade students who demonstrate proficiency in
- 31 ELA standards based on the student scoring at or above the fiftieth (50th)
- 32 percentile on the most recently administered state-provided benchmark
- 33 assessment, if the benchmark assessment is administered to the student in
- 34 a test environment, in accordance with TDOE guidance, and GMSD
- 35 agrees to provide tutoring services to the student for the entirety of the
- 36 student's fourth (4th) grade year.
- 37 a. If a student is promoted to the fourth (4th) grade pursuant to this
- 38 Pathway 6, then the student's parent/guardian shall be notified, in
- 39

1 writing, of the benefits of enrolling their student in a learning loss
2 bridge camp and encouraging the parent or guardian to do so.

3
4 b. For the purposes of Pathway 6, “state-provided benchmark
5 assessment” means the Tennessee Universal Reading Screener
6 provided by TDOE.

7
8 c. The tutoring services provided to the student for the entirety of the
9 student’s fourth (4th) grade year must be high-dosage, low-ratio
10 tutoring. For the purposes of this policy, “high-dosage, low-ratio
11 tutoring” means a minimum of two (2) thirty (30) minute sessions
12 per week with a one to three (1:3) teacher to student ratio. TN
13 ALL Corps high dosage, low-ratio tutoring may be provided
14 through the following options, in accordance with T.C.A. § 49-6-
15 1507:

16
17 1. A tutor recruited and trained through TDOE’s TN ALL
18 Corps grant program.

19
20 2. A GMSD recruited tutor who has completed the TDOE’s
21 TN ALL Corps training.

22 2. A student in grade (3) who is not proficient in ELA, as determined by the student’s
23 achieving a performance level rating of “below expectations” on the ELA portion
24 of the student’s most recent TCAP test, may be promoted to the fourth (4th) grade
25 if:

26 (i) Pathway 1: The student is an English language learner and has received
27 less than two (2) years of ELA instruction;

28 (ii) Pathway 2: The student was previously retained in any of the grades
29 kindergarten through three (K-3);

30 (iii) Pathway 3: The student retested in accordance with TDOE guidelines
31 before the beginning of the next school year and scores proficient in ELA;
32 or

33 (iv) Pathway 4: The student attends a learning loss bridge camp before the
34 beginning of the upcoming school year and maintains a ninety (90%)
35 percent attendance rate at the camp, and receives high-dosage, low-ratio
36 tutoring for the entirety of the upcoming school year from a Tennessee
37 accelerating literacy and learning corps (TALLC) tutor. For the purposes
38 of this policy, “high-dosage, low-ratio tutoring” means a minimum of two
39 (2) thirty (30) minute sessions per week with a one to three (1:3) teacher
40 to student ratio. TALLC high-dosage, low-ratio tutoring may be provided
41 through the following options:

- 1 a. A tutor recruited and trained through the TDOE TN ALL Corps
2 grant program.
- 3 b. A GMSD recruited tutor who has completed the TDOE's TN ALL
4 Corps training.

- 5 (c) Students who are absent from the learning loss bridge camp, as referenced in section
6 5(b)1. and 5(b)2. above shall be permitted one excused absence, during the term of the
7 learning loss bridge camp. Absences will be excused for the reasons set forth in GMSD
8 Board Policy 6.200, Attendance and Truancy. In the event that the absence is excused, it
9 must be made up on the day designated by the GMSD Department of Teaching, Learning,
10 and Assessment. In order for the absence to be excused, within two (2) days of the
11 absence, the parent must present a note to the student's learning loss bridge camp teacher
12 verifying that the absence was due to one of the reasons set forth in the "excused absence"
13 definitions set forth in GMSD Board Policy 6.200. If a note is not received within two
14 (2) days of the absence, the absence will be deemed unexcused.

15 The make-up date for the excused absence will be announced to parents/guardians on the
16 first day of the learning loss bridge camp. Students attending the designated make-up date
17 shall take the required post-test on a date designated by the GMSD Department of
18 Teaching, Learning, and Assessment, as directed by the Tennessee Department of
19 Education. The date of the make-up post-test will be announced to parents/guardians on
20 the first day of the learning loss bridge camp.

21 If the student does not maintain a 90% attendance rate at the learning loss bridge camp,
22 or if the student misses a day due to an excused absence and does not make up the day on
23 the designated make-up day and otherwise does not meet the requirements set forth above,
24 the student may not take advantage of the exceptions to the mandatory retention
25 provisions set forth in sections 5(b)1. and 5(b)2. above.

26 Parents of students attending the learning loss bridge camp shall be provided a copy of
27 this policy upon their submission of camp registration.

- 28 (d) (1) A student who is promoted to the fourth grade pursuant to subdivision 5.(b)1.(v)
29 or 5.(b)2.(iv) may be promoted to the fifth grade if the student shows adequate growth as
30 determined by the Tennessee Department of Education, on the fourth grade ELA portion
31 of the TCAP test.

32 (2) If a student is promoted to the fourth grade pursuant to subdivision 5.(b) 1.(v) or
33 5.(b) 2.(iv), and does not show adequate growth, as determined by the Tennessee
34 Department of Education, on the fourth grade ELA portion of the TCAP test, then the
35 GMSD Teaching, Learning, and Assessment Department shall convene a conference that
36 must be attended by the following categories of participants: the student's
37 parent/guardian, the student's ELA teacher, and the student's School Principal. The

1 recommendations made by the majority of the categories of participants in the conference
2 determines whether the student must be:

3 (i) Promoted to the fifth grade and assigned a tutor to provide tutoring
4 services to the student for the entirety of the student's fifth grade year, based on
5 tutoring requirements established by the Tennessee Department of Education; or

6 (ii) Retained in the fourth grade; provided that a student must not be retained
7 in the fourth grade more than once.

8 (e) Notwithstanding paragraph 5(d) above, a student shall not be retained in the fourth (4th)
9 grade more than once.

10 (f) The requirements set forth in paragraph 5 (a)-(e) do not supersede GMSD's obligation to
11 comply with the Individuals with Disabilities Act (20 U.S.C. § 1400, *et seq.*) or Section
12 504 of the Rehabilitation Act (29 U.S.C. § 794).

13 (g) A student who is retained in any of the grades kindergarten through three (K-3) must be
14 assigned a tutor to provide the student with tutoring services for the entirety of the
15 upcoming school year based on tutoring requirements established by the TDOE.

16 (h) Parents or legal guardians of a student who is identified for retention in third grade
17 pursuant to Paragraph 5(a) of this Policy based on the student's achieving a performance
18 level rating of "approaching" on the ELA portion of the student's most recent TCAP test,
19 may appeal the retention decision to the TDOE on forms provided on the TDOE website.

20 A decision to retain a student for any other reason may be appealed to GMSD's Assistant
21 Superintendent of Teaching, Learning, and Assessment. The GMSD Assistant
22 Superintendent of Teaching, Learning, and Assessment may overturn the decision to
23 retain for good cause shown, and due to extenuating circumstances, as is determined in
24 the discretion of the GMSD Assistant Superintendent of Teaching, Learning, and
25 Assessment. The decision of the GMSD Assistant Superintendent of Teaching, Learning,
26 and Assessment shall be final.

27 **PARENTAL CHOICE REGARDING RETENTION OF K-2 STUDENTS**

28 I. A parent or guardian of a student enrolled in any of the grades kindergarten through two (K-2)
29 may elect to retain the parent's or guardian's student in the student's current grade level if the
30 student has a documented academic or behavioral delay and the parent or guardian believes that
31 retention may benefit the student. If a parent or guardian elects to retain the parent's or guardian's
32 student, the parent or guardian shall notify the student's Principal in writing, within thirty (30)
33 calendar days of the conclusion of the current school year.

34 (a) A documented academic delay is defined as:

35 1. Receiving Tier III academic intervention(s) through the Tennessee's Response to
36 Instruction and Intervention (RTI²) Framework; and

- 1 2. Having a current student intervention plan in the area(s) of reading or math or an
2 Individual Learning Plan – Characteristics of Dyslexia (ILP-D) in accordance
3 with State Board Rule 0520-01-22.
- 4 (b) A documented behavioral delay is defined as:
- 5 1. Receiving Tier III behavior intervention(s) through the Tennessee’s Response to
6 Instruction and Intervention (RTI²) Framework; and
- 7 2. Having a current student intervention plan for behavior.
- 8 II. Within twenty (20) days after the Principal receives the Notice of parent’s or guardian’s election
9 to retain the parent’s or guardian’s student in the current grade, the GMSD Assistant
10 Superintendent of Teaching, Learning, and Assessment shall notify the parent or guardian, in
11 writing, whether the parent’s or guardian’s student is qualified for retention under state law.

Legal References

State Board of Education Policy 3.300
State Board of Education Rule 0520-01-03-.03
State Board of Education Rule 0520-01-03-.16
[T.C.A. § 49-6-314](#)
T.C.A. § 49-6-3115

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Attendance and Truancy	Descriptor Code: 6.200	Issued Date: 01/**/25
		Rescinds: 6.200	Last Issued: 08/13/24

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

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

- 5 1. All accounting and reporting procedures and their dissemination;
- 6
- 7 2. Alternative program options for students who severely fail to meet minimum attendance
8 requirements;
- 9
- 10 3. Ensuring that all school age students attend school;
- 11
- 12 4. Providing documentation of enrollment status upon request for students applying for new
13 or reinstatement of driver's permit or license;
- 14
- 15 5. Notifying the Department of Safety whenever a student with a driver's permit or license
16 withdraws from school; and
- 17
- 18 6. Assisting the Board, under the direction of the Superintendent, with enforcement of the
19 compulsory attendance laws of the State, and to discharge other duties that are necessary
20 to effectuate enforcement of laws, this Policy, and any procedures related to absenteeism
21 and truancy.

22 The Principal shall be responsible for ensuring that:

- 23 1. Attendance is checked and reported daily for each class;
- 24
- 25 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or
26 absent for the majority of the day;
- 27
- 28 3. All student absences are verified;
- 29 4. Written excuses are submitted for absences and tardiness; and
- 30
- 31 5. System-wide procedures for accounting and reporting are followed.

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

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

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

13 **I. UNEXCUSED ABSENCES**

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

15 **A. Unexcused Absences Due to Reasons Other Than Suspensions**

16 Students with an unexcused absence due to reasons other than suspensions will be
17 provided the opportunity to make up missed work for up to five (5) unexcused absences.

18 **B. Students in Grades 6-12 with Unexcused Absences Due to First Time Suspensions**

19 Students in Grades 6-12 receiving their first suspension in a school year may be permitted
20 to complete and receive credit on make-up work for their assignments by performing pre-
21 approved community service. This option will be available only to students in Grades 6-
22 12 serving their first suspension in a school year, provided that the following process is
23 followed:

24 1. When the student is readmitted, the Principal or his/her designee will meet
25 with the student to agree upon the community service to be completed.

26 2. The Principal or his/her designee will keep a record of the student's
27 community service documentation.

28 3. The Principal or his/her designee will notify the teachers of the student when
29 the student has completed the community service.

30 4. At that time, the teacher and student will develop a plan for the student to
31 complete and have counted as a grade his make-up work. Make-up work will
32 be completed in a timely manner, directed by the teacher and in accordance
33 with the school's general make-up work procedure.

34 Make up work must be requested no later than two (2) days after the student returns to school.

II. EXCUSED ABSENCES

In the following situations, the absences of school students shall be excused. These students shall be permitted the opportunity to complete all missed assignments.

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

- A. Personal Illness, injury, or hospitalization of student. Physician verification will be required to justify absences after the accumulation of ten (10) days of absences during the school year. Notes must be date specific and will be required for subsequent absences beyond ten (10) days. After an accumulation of ten (10) check-ins or check-outs during a school year, physician verification will be required to justify the absence from school. Any accumulation of absences, check-ins, or check-outs beyond ten (10) without physician verification will be unexcused;
- B. Personal illness in the family necessitating the presence of the student;
- C. Death in the family;
- ~~D. School Endorsed Activities;~~
- D. Absence due to the incapacity of parent/guardian;
- E. Special and recognized religious holidays regularly observed by persons of their faith;
- F. Legal court summons, court order, or subpoena when it is not a result of the student's misconduct as provided for by law;
- G. Pregnant Students;
- H. Extenuating circumstances approved by the Principal on a case-by-case basis;
- I. Upon approved request to attend a released time course in religious moral instruction;

~~J. School sponsored activities; and~~

III. STUDENTS COUNTED AS PRESENT

In the following situations, students shall be counted as present in the same manner as an educational field trip, rather than given an excused or unexcused absence. Students counted as present shall be afforded the opportunity to complete all missed assignments.

1. Students serving in-school suspension and receiving educational services.
2. Students receiving medical or educational homebound instruction.
3. Students who serve as Pages for the General Assembly during the school year, either at a

1 regular or special session.

2 4. Students participating in school-sponsored events shall be counted present provided the
3 event or activities are school-directed, related to an instructional activity, and have prior
4 approval of the Board.

5 5. Students participating in an activity or program sponsored by 4-H, provided the program
6 or activity does not occur during the TCAP testing window or any period of time for
7 which the student has been suspended, expelled, or assigned to an alternative school or
8 program, if the suspension, expulsion, or program would otherwise preclude the student
9 from participating in an educational field trip.

10 6. Students appointed as the student member of the State Board of Education shall be
11 counted as present for the time the student spends in the performance of duties as a
12 member of the State Board of Education. The student shall provide to the
13 Principal/designee of the student's school written certification from the Executive
14 Director of the State Board of Education that the student was participating in duties as a
15 member of the State Board of Education.

16 **IV. ABSENCES FOR NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITIES**

17 School Principals may excuse a student from school attendance to participate in a non-school sponsored
18 extracurricular activity if the following conditions are met:

19 (a) The student provides documentation to the school as proof of the student's participation
20 in the non-school sponsored extracurricular activity; and

21 (b) The student's parent or guardian, prior to the extracurricular activity, submits to the
22 Principal a written request for the excused absence. The written request shall be
23 submitted no later than seven (7) business days prior to the student's absence and shall
24 include:

25 (i) The student's full name and personal identification number;

26 (ii) The student's grade;

27 (iii) The dates of student's absence;

28 (iv) The reason for the student's absence; and

29 (v) The signature of the student and the student's parent or guardian.

30 The Principal shall indicate in writing whether the absence is excused or unexcused.

31 The maximum number of days for which school Principals may excuse students for non-school
32 sponsored extracurricular activities is ten (10) per school year; provided that the Principal may limit the
33 number of days for which students may be excused based upon the student's grades or disciplinary
34 record.

35 All absences must be verified in writing by the parent within two (2) days of the student's return to
36 school.

- 1 Absences for which no written verification is submitted will be considered unexcused.
- 2 Students who have more than five (5) unexcused absences have the opportunity to appeal to the Student
3 Services Supervisor. The decision of the Student Services Supervisor shall be final.

4 **V. ABSENCES OF STUDENTS OF DEPLOYED MILITARY PARENTS OR GUARDIANS**

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

- 9 (1) An excused absence for one (1) day when the member is deployed;
- 10 (2) An additional excused absence for one (1) day when the service member returns from
11 deployment;
- 12 (3) Excused absences for up to ten (10) days for visitation when the member is granted rest
13 and recuperation leave and is stationed out of the country; and
- 14 (4) Excused absences for up to ten (10) days cumulatively within the school year for
15 visitation during the member's deployment cycle.

16 Total excused absences under numbers "3" and "4" above shall not exceed a total of ten (10) days within
17 the school year.

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

22 ~~If necessary, verification may be required to justify absences.~~ The student shall provide documentation
23 to the school Principal proof of the service member's deployment.

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

25 **VI. ABSENCES OF STUDENTS FOR POSTSECONDARY SCHOOL VISITS**

26 High School students participating in postsecondary school visits shall be counted as present, up to four
27 (4) school days; however, the student shall only be counted present the day of the postsecondary visit
28 and shall not be counted during any travel days. In order to be counted as present, the student must
29 satisfy the following requirements:

- 30
- 31 a) Prior **written** notice from a parent or legal guardian, specifying the date of the postsecondary
32 school visit must be provided to the school attendance secretary;
- 33 b) By no later than two (2) school days following the postsecondary school visit, the student must
34 present the school attendance secretary with a signed letter or form from a campus official of the
35 postsecondary institution documenting that the student visited the postsecondary institution; ~~and~~

- 1 c) The student must complete all schoolwork missed during the postsecondary school visit; and
2 d) The postsecondary school visit shall not occur during the TCAP testing window.

3 Although the student will not be counted present for travel days surrounding the aforementioned
4 postsecondary visits, up to two (2) travel days per postsecondary school visit meeting the requirements
5 of this Policy will be excused, provided that the student completes all schoolwork missed during the
6 postsecondary school visit.

7 Postsecondary school visits are not required of any student. The student's parent or guardian, not
8 GMSD, are solely responsible for facilitating postsecondary school visits and for ensuring the safety of
9 the student during the visit.

10 **VII. STATE-MANDATED TESTS/ END OF COURSE EXAMS**

11 Students who are absent the day of the scheduled End of Course Exams, whether excused or unexcused,
12 must make up the exam. Make-up dates will occur during the state-mandated testing window.

13 **CHRONICALLY ABSENT STUDENTS**

- 14 1. "Chronically absent" is defined as a student who has been absent from school for eighteen
15 (18) or more school days of the respective school year. "Chronic absenteeism" includes
16 all absences, excused and unexcused.
- 17 2. Within five (5) school days after a student is identified as being chronically absent, the
18 GMSD Department of Student Services shall provide the parent/guardian of a chronically
19 absent student, written notice of the student's status as being chronically absent.
- 20 3. Chronically absent students shall be required to provide documentation from the student's
21 healthcare provider each time a student is absent from school due to receiving medical
22 treatment for chronic illness or other health-related issues, in order for the absence to be
23 excused.
- 24 4. Within five (5) school days after a student is identified as being a chronically absent, and
25 within five (5) school days of every five (5) days a student is absent thereafter, the
26 student's parents/guardians shall receive written correspondence from the GMSD
27 Attendance and Truancy Officer which sets forth:
- 28 a) a schedule for meeting with a school official and the student's parent/guardian;
29 b) a description of how the academic progress of the chronically absent student will be
30 monitored by their school; and
31 c) other intervention methods which are available to assist parents/guardians of
32 chronically absent students in addressing the factors that may be causing or contributing
33 to the student's absence from school.

TRUANCY

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

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

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

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

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

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

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

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

Progressive Truancy Plan

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

4 **Tier One**

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

- 7 a) Counseling;
- 8 b) Community-based services;
- 9 c) Other services/supports to address student performance.

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

12 **Tier Two**

13 Tier Two of the Progressive Truancy Plan shall include:

- 14 a) A conference with the GMSD Student Services Supervisor/designee, and the student and
15 the parent, guardian, or other person having control of the student;
- 16 b) A resulting attendance contract to be signed by the student, the parent, guardian, or other
17 person having control of the student, and the GMSD Student Services
18 Supervisor/designee;

19 The contract must include:

- 20 (1) a specific description of the school's attendance expectations for the student;
- 21 (2) the period for which the contract is in effect; and
- 22 (3) penalties for additional absences and alleged school offenses, including additional
23 disciplinary action and potential referral to Juvenile Court.
- 24 c) Regularly scheduled follow-up meetings, which may be with the student and the parent,
25 guardian, or other person having control of the student, to discuss the student's progress;
- 26 d) An individualized assessment by a school employee of the reasons a student has been
27 absent from school; and
- 28 e) If necessary, referral of the student to counseling, community-based services, or other in-
29 school or out-of-school services aimed at addressing the student's attendance problems.

30 **Tier Three**

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

- 4 a) School-based community services;
- 5 b) Collaboration with the Whole Student Director to provide appropriate supports for
6 success; or
- 7 c) Saturday or after-school courses designed to improve attendance and behavior.

8 **Judicial Intervention Regarding Truancy**

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

- 12 a) attend conferences as set forth in the GMSD Progressive Truancy Plan,
- 13 b) return telephone calls from the GMSD Student Services Supervisor,
- 14 c) attend follow-up meetings as set forth in the GMSD Progressive Truancy Plan,
- 15 d) enter into an attendance contract as set forth in the GMSD Progressive Truancy Plan, or
- 16 e) actively participate in any of the tiers of truancy intervention set forth in the GMSD
17 Progressive Truancy Plan,

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

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

23 **~~CREDIT/PROMOTION DENIAL~~**

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

- 27 ~~1. Parents and students shall be advised if a student is in danger of credit/promotion denial~~
28 ~~due to excessive absenteeism.~~
- 29 ~~2. Procedures in due process are available to the student when credit or promotion is denied.~~

30 **NOTICE**

1 A copy of this Policy shall be posted on the GMSD Website ~~at each school~~ and school counselors shall
2 be supplied copies of this Policy for discussion with students. This Policy shall be referenced in all
3 School Handbooks. All teachers, administrative staff, and parents/guardians shall be provided a copy of
4 this Policy, electronically or in writing.

Legal References

T.C.A. § 10-7-504
~~T.C.A. § 49-2-203~~
~~T.C.A. § 49-6-2904~~
~~T.C.A. § 49-6-3002~~
T.C.A. § 49-6-3006
T.C.A. § 49-6-3007
T.C.A. § 49-6-3009
T.C.A. § 49-6-3017
T.C.A. § 49-6-3019
T.C.A. § 49-6-3021
T.C.A. § 49-6-3022
T.C.A. § 49-6-3026
~~20 USCA § 1232g~~
State Board of Education Rule 0520-01-02-.17
State Board of Education Rule 0520-01-03-.06
State Board of Education Policy 4.100



Germantown Municipal School District Budget Amendment

Fiscal Year: 2024-2025

Amendment # 17

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-71100-399	Other Contracted Services	-	-	15,000	15,000
142-72210-524	In-Service/Staff Development	68,329	-	(15,000)	53,329

REASON FOR AMENDMENT:

Reallocation of Title IV budget - Gordon Korman, speaker discussing about his writing process and best-selling books.

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

_____ GMSD Board Chair _____ Date _____

_____ GMSD Superintendent _____ Date _____



Germantown Municipal School District Budget Amendment

Fiscal Year: 2024-2025

Amendment # 18

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-71100-189	Other Salaries & Wages	248,907	-	(36,345)	212,562
142-71100-201	Social Security	29,691	-	(868)	28,823
142-71100-204	Retirement	39,619	-	(1,523)	38,096
142-71100-212	Medicare	7,026	-	(203)	6,823
142-71100-399	Other Contracted Services	14,980	-	750	15,730
142-71100-429	Instructional Supplies & Materials	291,025	-	(26,705)	264,320
142-71100-722	Regular Instruction Equipment	575,642	-	(4,222)	571,420
142-72130-471	Software	1,700	-	3,300	5,000
142-72130-499	Other Supplies & Materials	-	-	10,000	10,000
142-72130-599	Other Charges	3,828	-	3,891	7,719
142-72130-790	Other Equipment	5,188	-	(3,891)	1,297
142-72210-189	Other Salaries & Wages	10,500	-	3,566	14,066
142-72210-196	In-Service Training	8,910	-	(8,910)	-
142-72210-201	Social Security	1,213	-	(346)	867
142-72210-204	Retirement	2,064	-	(796)	1,268
142-72210-212	Medicare	282	-	(81)	201
142-72210-369	Contracts for Substitute Teachers - Cert	66,895	-	33,224	100,119
142-72210-524	In-Service/Staff Development	634,550	-	29,159	663,709

REASON FOR AMENDMENT:

Title I reallocation - primarily for other supplies and materials, contracted services for substitute teachers, and staff development

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

 GMSD Board Chair

 Date

 GMSD Superintendent

 Date



REQUEST FOR PROPOSAL
Learning Management System
Request for Proposal (RFP) # GMSD FY 2025-002

Publish Date: October 28, 2025
Vendor Questions Due: November 6, 2024, no later than 4:00 PM CST
Answers Published: November 12, 2024
Closing Date: November 18, 2024, No Later than 2:00 PM CST

Purpose:

The Germantown Municipal School District, (GMSD) is soliciting proposals from qualified participants to provide a Learning Management System (LMS) for the Germantown Municipal School District (GMSD).

GMSD Overview:

Located in West Tennessee, a suburb of Memphis, The Germantown Municipal School District was established in 2014, and has a long tradition of academic excellence, coupled with a strong commitment to continuous improvement. Whether improvement comes in the form of capital projects, expansion of course and curriculum offerings, such as our virtual school-Germantown Online Academy of Learning-we are dedicated to reinforcing the culture of excellence at each one of our seven schools. Student-focused and unique, each school offers families a rich, multi-faceted environment.

The State of Tennessee governs its Learning Management Systems via the following:

TCA: Virtual Education 49-16-101-49-16-216 and 49-16-201-216

Purpose: "Provide LEA with an alternative choice to offer additional educational resources in an effort to improve academic achievement."

49-16-205 What virtual school will provide students:

Access to a sequential curriculum that meets or exceeds the academic standards adopted by the state board of education. The sequential curriculum shall have an interactive program with significant online components.

Regular assessment in language arts, math, science, and social studies

49-16-208 Qualifications of teachers

Each teacher employed at a virtual school shall be qualified to teach in this state under existing law.

4.213 GMSD Public Virtual School

A public virtual school shall ensure that all State Board of Education policies and rules pertaining to public virtual schools are followed

All students attending the public virtual school shall be required to provide their attendance by daily visual, verbal, and or written confirmation of student participation in 6.5 hours of instructional time per day for grades 1-12.

Current Virtual School Program Overview:

The current Program provides TN Certificated teachers and curriculum

The current Program provides scope and sequence

The program has limited TCAP/EOC review and prep.

Attendance is taken at the school- through Morning Meetings, Course Pacing, and login hours.

School team reviews student grades each week, and communicates with families regarding usage/course performance.

6.5 hours of instruction is provided.

The program serves students K-12.

GMSD issued Chromebooks are provided to all students.

The program provides NCAA Eligibility.

The program Serves 80 students

General Conditions:

Proposals are due no later than 2:00 PM Central Time on November 18, 2024. 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 a district approved and appointed committee. All proposals must be time stamped in at the GMSD Front desk on or before November 18, 2024, 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.

COMPANY NAME _____

ADDRESS _____ **PHONE** _____

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** _____

General Conditions:

1. Proposals are due no later than 2:00 P.M., Central Time, November 18, 2024, at the Germantown Municipal School District Office's Front Desk, 3350 S. Forest Hill Irene Rd. 38138.

2. Pricing quoted shall be guaranteed firm for three (3) year term with the right to extend two (2) additional one (1) year terms at the same prices and terms of this Request for Proposal, if mutually agreeable between Germantown Municipal School District and the successful proposer.

3. 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 this Project**
- IV. Technical Approach to Project**
- V. Project Plan and Timeline**
- VI. Support Services and Training**
- VII. Sample Contract**
- VIII. References: List four (4) references from public entities. At least two must be current. It is preferred that two of these will be school systems. Include contact name, address, telephone number, and email address.**
- IX. Fee Schedule**
- X. Other information as specified or included for consideration**
- XI. Completed and Signed Request for Proposal Cover Sheet**
- XII. Completed and Signed Certificate of Non-Discrimination Form**
- XIII. Completed and Signed Request for Proposal Agreement**
- XIV. Completed and Notarized Hold Harmless Agreement**
- XV. Completed Request for Pricing Sheet**
- XVI. Exceptions**

4. Estimated project timing:

- | | |
|---------------------------|--|
| - RFP published | October 28, 2024 |
| - Deadline for Questions | November 6, 2024, by 4:00 PM |
| - Answers Published | November 12, 2024 |
| - RFP Due | November 18, 2024, no later than 2:00 PM |
| - Committee Evaluation | December 12, 2024 |
| - Board Contract Approval | January 21, 2025 |

5. The proposals will be evaluated, and a vendor selected using the following criteria:

- Project Plan 15 points
- Firm Experience, and Personnel 15 points

- Qualifications and Licenses 15 points
- Understanding of Scope and Intent 25 points
- Cost 30 points

6. The General Conditions, Specifications of Services, and Scope of Services in no way favor one vendor over another. Proposers shall abide by and comply with the true intent of the General Conditions, Specifications of Services, and Scope of Services and not take advantage of any unintentional error or omission of the school district.

7. 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.

8. 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.

9. 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.

10. Proposer to submit nine (9) complete hardcopy sets (original and eight (8) copies) and one (1) soft copy on USB Memory Key. Responses shall be delivered in a sealed envelope and/or carton clearly marked, “**RFP #FY2025-002 – Learning Management Services**”. All price quotations and related materials must be received in a sealed envelope and/or carton. Time, date and nature of the RFP must be clearly marked on the face of the sealed envelope. Attach the label from the last page of this document to the outside of your RFP response.

11. 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.
- (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.

12. The successful proposer(s) must carry insurance as specified and a 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

13. 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).

14. The successful proposer 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.

16. 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 the evaluation process. In addition, include a copy of any contract your firm may require with the 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.

17. 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.

18. Companies submitting RFPs must, if deemed necessary, be willing to meet with the school district 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.

19.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 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. The Contract may also be terminated if three (3) or more such occurrences occur within any twelve (12) month period.

20.The General Conditions, Specifications of Services, and Scope of Services 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. The RFP award will be made to the best responsive company and/or firm meeting the requirements of the school district.

21.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. The Award will be made to the best company and/or firm to be determined by the school district, if awarded.

22.As deemed necessary, the District reserves the right to seek competitive pricing for bid items listed during the duration of the awarded contract.

23. Any and/all revisions made to this RFP prior to the due date will be posted on the GMSD website and it will be the responsibility of the proposer to check for any and/all revisions, under Department of Finance, Bid & RFP Opportunities-Addendum.

24. 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.

25.Any alteration to this RFP document by a vendor will deem that vendor's response to this RFP as null and void.

26.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.

27.Successful proposer(s) and its employees will be expected to adhere to all applicable Germantown Municipal School District Policies and Procedures.

30. The RFP award will be made to the lowest/best responsive proposer(s) meeting the requirements of the school district.

31. 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 or to its' systems. No instructions given in the contract documents shall be construed as an authorization to violate any codes, ordinances, regulations, or laws.

32. 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.

33. Costs not delineated in the RFP response will not be negotiated in the contract.

34. Any exceptions to the General Conditions, Specifications of Services, and or Scope of Services must be clearly stated in the RFP response.

35. The Germantown Municipal School District reserves the right to award this RFP in a manner which it deems to be in the best interest of the School District.

36. 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.

37. 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.

38. All questions should be directed to Jacqueline Saunders, at jacqueline.saunders@gmsdk12.org no later than 4:00 P.M., Central Time, November 6, 2024. **All questions must be submitted by email.**

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

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

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: _____

GMSD Overview:

Located in West Tennessee, a suburb of Memphis, The Germantown Municipal School District was established in 2014, and has a long tradition of academic excellence, coupled with a strong commitment to continuous improvement. Whether improvement comes in the form of capital projects, expansion of course and curriculum offerings, such as our virtual school-Germantown Online Academy of Learning-we are dedicated to reinforcing the culture of excellence at each one of our seven schools. Student-focused and unique, each school offers families a rich, multi-faceted environment.

Current Virtual School Program Overview:

The current program provides TN Certificated teachers and curriculum

The current program provides scope and sequence

The program is limited TCAP/EOC review and prep.

Attendance is taken at the school- through Morning Meetings, Course Pacing, and login hours.

School team reviews student grades each week, and communicates with families regarding usage/course performance.

6.5 hours of instruction is provided.

The program serves students K-12.

GMSD issued Chromebooks are provided to all students.

The program provides NCAA Eligibility.

SPECIFICATIONS OF SERVICES:

Required Features:

1. Learning Management System (LMS) Features:

- LMS that provides curriculum, instructors, and maintains student grades.
- Available 24/7 to the school, students, and parent/guardians for grades 1-12.
- Interactive and engaging interface that promotes student participation through features like multimedia content, gamification, and interactive assessments.
- Internal messaging platform for teachers and students' communication needs.
- Supports asynchronous learning with the option for live teacher contact, including virtual office hours, one-on-one tutoring

2. Curriculum & Instruction:

- Curriculum for grades 1-12 that meets TN state standards in all courses.
- Certified TN teachers provided as the teacher of record for all courses.
- Extensive elective options for grades 1-12, including CTE, Fine Arts, and Humanities.
- Prefer End of Course (EOC) and TCAP practice for tested grades 2-8 and End of Course Exams.

3. Student Support & Engagement:

- Movement breaks built into the program to support student wellness.
- Teacher office hours provided to address student/parent questions or concerns.
- Weekly student progress reports provided to the school and parent/guardians.
- Student/Parent orientation courses.
- Accommodations for students with IEPs, 504s, ELLs, or ILPs.
- Support for ESL learners, including language support features, translation services, or specialized curriculum.

4. Assessment & Analytics *Please mark yes or no for items with asterisk

*Built-in formative and summative assessment tools with detailed analytics. ___yes ___no

*Compatibility with PowerSchool Analytics to provide insights into student performance including progress tracking, grade distribution, and skill mastery. ___yes ___no

*Assessment analytics or compatibility with PowerSchool Analytics. ___yes ___no

5. Integration & Compatibility:

- Full Chromebook compatibility (required) ___yes ___no
- Compatibility with Google as an IdP (Identity Provider). ___yes ___no
- or*
- Compatibility with Classlink One Roster, Clever, or other data rostering method ___yes ___no

If other, indicate: _____

*Seamless integration with PowerSchool for data synchronization, including the transfer of student information, grades, and reports. ___yes ___no

6. Compliance & Customization:

- Compliance with FERPA and COPPA to ensure student data security and privacy.
- Ability to customize content if found obscene or not age-appropriate, in accordance with the district's digital agreement and TN state law.

7. Professional Development:

- Professional development training for staff and students to ensure the effective use of the platform.

8. Administrative Reporting:

*Generate daily attendance reports for EIS (Education Information System). ___yes ___no

*** Items marked with an asterisk indicate strongly desired features but may be negotiable.**

Changes Needed Moving Forward:

- Multiple Elective Choices for high school students
- Broad range of TN teacher certifications for high school courses
- Ability to adjust the scope/sequence of course content
- Alignment with TN Academic Standards
- Weekly Progress Reports from instructors to students/families/schools
- EIS Reporting for attendance
- EOC Review/Practice
- TCAP Review/Practice
- Compatibility with Google as an IdP
- Compatibility with Classlink OneRoster, Clever, or file drop via SFTP..
- Internal messaging platform for the teachers and students' communication

REQUEST FOR PROPOSAL PRICING SHEET

Provide pricing below for The Learning Management System provided by your company as per the terms and conditions of the specifications and minimum qualifications described herein.

\$ _____ .00

Write the dollar amount on the line below in words:

_____ and _____ cents.

Company Name _____

Company Representative _____ Title _____

Date: _____

All price quotations and related materials must be received in a sealed envelope. Time, date, and nature of RFP must be clearly marked on the face of the sealed envelope. Attach the label below to the outside of your RFP submission.

FIRM NAME

RFP #GMSD FY 2025-002 **PURCHASING DEPT.**
3350 S. Forest Hill Irene Rd.
Germantown, TN 38138

RFP DUE: 11-18-24 No later than 2:00 PM

Date:

Time:

Nature

of RFP: Learning Management System

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.



