

GMSD Board Business Meeting
June 17, 2025 6:00 PM
Board Room, GMSD Office

1. Call to Order
2. Moment of Silence
3. Pledge of Allegiance
4. Approval of Agenda
5. Superintendent Contract
6. Recognition and Awards
7. REPORTS
 - 7.A. 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. GMSD FY 25-26 Federal, Capital, Cafeteria, Health Insurance and OPEB Budgets
Second Reading
 - 9.C. Budget Amendment #28 FY 24-25
Budget Amendment #1 FY 25-26
10. BOARD ACTION ITEMS
 - 10.A. Revision of Policies
 - 10.B. GBOE Resolution 03/2024-2025: GMSD's School Federal Projects Budget
 - 10.C. Food Service Management Company FY25-26
11. Announcements
12. Adjournment

CONTRACT OF EMPLOYMENT

BETWEEN
THE GERMANTOWN MUNICIPAL SCHOOL DISTRICT BOARD OF EDUCATION
AND
JASON MANUEL

WHEREAS, The Germantown Municipal School District is in need of, and is required to employ a 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 Municipal School District 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:** The Board and the Superintendent terminate, effective June 30, 2025, 11:59 p.m., the prior Contract of Employment which became effective on July 1, 2023, by their mutual agreement.
2. **TERM OF AGREEMENT:** In accordance with the action of the Board on June 17, 2025, and found in the Minutes thereof, the Board offers a Contract to Jason Manuel to be Superintendent, commencing July 1, 2025 and ending on June 30, 2029. 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 \$206,876.00, 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, 2025. 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 a maximum of three (3) civic, business and service organizations that are approved by the Board.

11. **OTHER BENEFITS:** During the term of the Contract, the Board shall provide these additional benefits.
 - A. The Board shall provide the 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 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 Consolidate 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 (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 (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 (6) 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 Municipal School District Board of Education
3350 South Forest Hill Irene Road
Germantown, TN 38138**

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

27. **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.
28. **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 _____ DAY OF
JUNE, 2025.***

SUPERINTENDENT

**GERMANTOWN MUNICIPAL SCHOOL
DISTRICT BOARD OF EDUCATION**

By: _____
Jason Manuel

By: _____
Angela Griffith, Chairman

GMSD BOE
BOARD MEMBER ACTIVITIES
JUNE 17, 2025

All board members attended the recent Germantown Board of Mayor and Alderman, Budget Public Hearing at City Hall. We have each met separately or are scheduled to meet with a variety of our alderman counter parts over the next few weeks.

Vice Chair Strain and Board Member Curry both attended the Germantown Education Foundation Annual Grant Celebration at the Germantown Farm Park

Board Member Curry attended the May meeting of the East Shelby Republican Party and the Collierville Board of Education May business meeting as well.

GMSD BOE
CHAIRMAN'S REPORT
JUNE 17, 2025

For my report this evening, I am going to recap the Superintendent's annual evaluation and then yield to my fellow board member Jack Boccher for his annual student school board member recap and recommendations for the future.

If you have observed a GMSD Board of Education meeting over the past ten years, you have heard us mention the three Ps. The three Ps are policy, planning and promotion. These are the cornerstones or key roles of school boards and their members. School boards set policy by which school districts operate. We develop long range plans and budgets to provide the students we serve educational opportunities to be successful in their chosen postsecondary pathways. We publicly promote the district, including the policies and plans that we have collaborated with stakeholders to create.

The Superintendent is the single direct report employee of the school board. Each year, per policy, the school board evaluates the Superintendent, based on established and agreed upon instrument tied to the currently adopted Strategic Plan. Each board member, along with District Administration Cabinet members participate in this process. Board Secretary Druelinger and I tabulated the results. I have met with the Superintendent and discussed those results and including the highlights and recommendations for increased focus that I will share with you now.

This year Superintendent Jason Manuel received an evaluation total of 3.84 out of 4. This equates to the very top end of effective, with many of the individual section scores rating him as highly effective. As I read the comments by evaluators, there were many consistent and recurring mentions. Those who have worked with the Superintendent over many years intentionally pointed out his growth over time.

Three specific areas of growth noted were: communication; with the board, staff and families, budget preparation process and dedication to developing our educators and staff members. The District Update, which keeps board members informed of all district activities was already strong but has graduated to the next level with increased detail and a digital platform. Budgeting post pandemic and in the time of an expanded voucher program is not for the fiscally faint of heart but the Superintendent continues to exhibit a forward thinking approach especially toward how GMSD can continue to invest in those who invest their talents and vocations into our students every day. The success of the PLC culture he has supported has empowered our teachers. Our students have been the beneficiaries of this shift as is evidenced by their testing data. The Superintendent has been a tremendous champion for the needs of GMSD, especially for the Houston High Master Plan. The Superintendent continues to be a leader among his peers and as a legislative advocate based on his experience and expertise particularly in state level education relations.

The recommended areas of improvement including increased focus by the Superintendent are; the further establishment of community partnerships with businesses in our area and the need to identify and create additional capital funding sources outside of the conventional means to secure funding for the district's large scale projects.

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending May 31, 2025

	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
GENERAL FUND REVENUES - FUND 141					
TISA REVENUE	37,545,387.00	-	34,180,541.92	(3,364,845.08)	91.04%
SHELBY COUNTY GOVERNMENT					
Property Taxes	17,022,053.00	165,374.34	16,305,028.61	(717,024.39)	95.79%
Sales Tax	10,404,656.00	755,320.14	7,655,152.67	(2,749,503.33)	73.57%
Wheel Tax	1,403,882.00	312,992.30	1,512,065.54	108,183.54	107.71%
CITY OF GERMANTOWN					
Maintenance of Effort	3,082,064.00	256,838.67	2,825,225.37	(256,838.63)	91.67%
PEG Funding	112,000.00	-	49,351.96	(62,648.04)	44.06%
Mixed Drink Tax	252,000.00	27,195.08	236,531.80	(15,468.20)	93.86%
OTHER LOCAL REVENUE					
TUITION	1,114,000.00	18,283.28	1,071,667.75	(42,332.25)	96.20%
OTHER STATE REVENUE	385,011.00	250.00	227,301.00	(157,710.00)	59.04%
TRANSFERS - INDIRECT COSTS	2,826,206.00	95,505.67	1,524,589.78	(1,301,616.22)	53.94%
RESERVES	35,000.00	-	25,228.50	(9,771.50)	72.08%
RESERVES	6,200,544.58	-	-	(6,200,544.58)	0.00%
TOTAL GENERAL FUND REVENUES	80,382,803.58	1,631,759.48	65,612,684.90	(14,770,118.68)	81.63%

GENERAL FUND EXPENDITURES - FUND 141					
	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
71100 REGULAR INSTRUCTION					
Salaries & Wages	25,580,565.00	2,043,819.72	20,671,817.38	(4,908,747.62)	80.81%
Benefits	5,679,020.00	505,287.68	4,984,282.02	(694,737.98)	87.77%
Contract w/Priv. Agencies	266,170.00	-	266,139.00	(31.00)	99.99%
Maint & Rep - Equipment	12,000.00	4,208.61	7,793.11	(4,206.89)	64.94%
Travel	2,500.00	591.29	2,317.19	(182.81)	92.69%
Other Contract Svcs	1,169,065.00	107,979.38	1,049,906.57	(119,158.43)	89.81%
Inst. Supplies	362,466.53	26,797.48	248,025.06	(114,441.47)	68.43%
Textbooks	1,324,434.75	2,429.36	120,660.99	(1,203,773.76)	9.11%
Software	264,802.25	-	197,614.49	(67,187.76)	74.63%
Other Supplies	173,600.00	-	161,919.88	(11,680.12)	93.27%
Inservice/Staff Dev.	200,000.00	-	-	(200,000.00)	0.00%
Other Charges	29,384.00	375.86	24,002.74	(5,381.26)	81.69%
Equipment	1,024,900.00	10,730.53	226,987.35	(797,912.65)	22.15%
TOTAL REGULAR INSTRUCTION	36,088,907.53	2,702,219.91	27,961,465.78	(8,127,441.75)	77.48%

71150 ALTERNATIVE EDUCATION					
	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	332,637.00	28,074.14	284,703.09	(47,933.91)	85.59%
Benefits	80,959.00	7,138.02	70,662.90	(10,296.10)	87.28%
Inst. Supplies	1,000.00	-	134.03	(865.97)	0.00%
Equipment	1,000.00	-	240.87	(759.13)	24.09%
TOTAL ALTERNATIVE EDUCATION	415,596.00	35,212.16	355,740.89	(59,855.11)	85.60%

71200 SPECIAL EDUCATION INSTRUCTION					
	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	5,147,741.00	424,415.86	4,076,725.41	(1,071,015.59)	79.19%
Benefits	1,270,878.00	115,730.18	1,103,125.59	(167,752.41)	86.80%
Contract w/Priv. Agencies	32,900.00	1,093.36	10,300.11	(22,599.89)	31.31%
Contracts for Sub Teachers	5,000.00	-	2,128.44	(2,871.56)	42.57%
Noncertified Subs	5,000.00	-	3,029.65	(1,970.35)	60.59%
Inst. Supplies	52,637.00	6,835.63	49,052.39	(3,584.61)	93.19%
Equipment	13,000.00	10,000.00	13,000.00	0.00	100.00%
TOTAL SPECIAL EDUCATION INSTRUCTION	6,527,156.00	558,075.03	5,257,361.59	(1,269,794.41)	80.55%

71300 CAREER & TECHNICAL EDUCATION					
	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	1,193,472.00	92,215.08	951,931.72	(241,540.28)	79.76%
Benefits	311,550.00	22,531.05	221,766.99	(89,783.01)	71.18%
Maintenance & Repairs	1,000.00	-	1,000.00	0.00	100.00%
Inst. Supplies	22,000.00	-	12,950.00	(9,050.00)	58.86%
Software	10,000.00	-	-	(10,000.00)	0.00%
Other Supplies	10,000.00	4,125.00	4,125.00	(5,875.00)	41.25%
Other Charges	271,070.00	-	-	(271,070.00)	0.00%
Equipment	775,000.00	18,390.00	81,449.55	(693,550.45)	10.51%
TOTAL CAREER & TECHNICAL EDUCATION	2,594,092.00	137,261.13	1,273,223.26	(1,320,868.74)	49.08%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending May 31, 2025

72110 ATTENDANCE & PLANNING	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	679,376.00	55,764.81	600,664.14	(78,711.86)	88.41%
Benefits	163,085.00	10,769.72	112,391.75	(50,693.25)	68.92%
Travel	1,000.00	220.50	747.77	(252.23)	74.78%
Other Contract Svcs.	40,000.00	-	40,000.00	0.00	0.00%
Other Supplies	5,000.00	-	1,836.53	(3,163.47)	36.73%
Inservice/Staff Dev.	24,500.00	1,237.17	18,047.25	(6,452.75)	73.66%
Other Charges	20,000.00	552.45	15,135.76	(4,864.24)	75.68%
TOTAL ATTENDANCE & PLANNING	932,961.00	68,544.65	788,823.20	(144,137.80)	84.55%
72120 HEALTH SERVICES	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	594,214.00	47,549.48	486,701.24	(107,512.76)	81.91%
Benefits	173,923.00	13,690.62	134,531.48	(39,391.52)	77.35%
Other Contract Svcs.	1,000.00	-	974.86	(25.14)	97.49%
Other Supplies	13,000.00	-	1,633.15	(11,366.85)	12.56%
Inservice/Staff Dev.	7,500.00	169.27	6,256.58	(1,243.42)	83.42%
Other Charges	7,500.00	2,250.00	5,352.53	(2,147.47)	71.37%
Equipment	8,250.00	1,628.66	6,211.66	(2,038.34)	75.29%
TOTAL HEALTH SERVICES	805,387.00	65,288.03	641,661.50	(163,725.50)	79.67%
72130 OTHER STUDENT SUPPORT/GUIDANCE	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	1,480,524.00	109,798.90	1,157,341.25	(323,182.75)	78.17%
Benefits	343,037.00	24,822.03	270,161.00	(72,876.00)	78.76%
Travel	500.00	46.48	455.46	(44.54)	91.09%
Other Contract Svcs.	30,000.00	1,281.00	4,575.00	(25,425.00)	15.25%
Other Supplies	15,000.00	-	-	(15,000.00)	0.00%
Inservice/Staff Dev.	98,369.00	2,243.16	23,871.60	(74,497.40)	24.27%
Other Charges	19,000.00	-	10,120.87	(8,879.13)	53.27%
Other Equipment	1,831.00	-	1,831.00	0.00	100.00%
TOTAL OTHER STUDENT SUPPORT/GUIDANCE	1,988,261.00	138,191.57	1,468,356.18	(519,904.82)	73.85%
72210 REGULAR INSTRUCTION SUPPORT	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	2,556,217.00	206,462.05	2,177,916.61	(378,300.39)	85.20%
Benefits	543,793.00	49,692.76	508,159.80	(35,633.20)	93.45%
Consultants	23,800.00	-	23,736.00	(64.00)	99.73%
Travel	2,800.00	444.99	2,606.13	(193.87)	93.08%
Library Books/Media	43,400.00	-	43,400.00	0.00	100.00%
Other Supplies	13,570.00	1,898.11	8,285.52	(5,284.48)	61.06%
Inservice/Staff Dev.	58,000.00	2,491.11	53,096.01	(4,903.99)	91.54%
Other Charges	5,000.00	134.80	4,200.24	(799.76)	84.00%
Other Equipment	5,400.00	-	3,510.09	(1,889.91)	65.00%
TOTAL REGULAR EDUCATION SUPPORT	3,251,980.00	261,123.82	2,824,910.40	(427,069.60)	86.87%
72220 SPECIAL EDUCATION SUPPORT	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	1,819,245.00	150,552.31	1,596,960.69	(222,284.31)	87.78%
Benefits	444,059.00	36,100.77	367,670.63	(76,388.37)	82.80%
Contract w/Priv. Agencies	9,000.00	542.41	5,934.02	(3,065.98)	65.93%
Evaluation & Testing	5,000.00	-	5,000.00	0.00	100.00%
Travel	7,500.00	533.19	2,620.58	(4,879.42)	34.94%
Other Supplies	7,000.00	-	6,996.94	(3.06)	99.96%
Inservice/Staff Dev.	21,000.00	56.86	19,464.86	(1,535.14)	92.69%
Other Charges	1,500.00	-	878.98	(621.02)	58.60%
TOTAL SPECIAL EDUCATION SUPPORT	2,314,304.00	187,785.54	2,005,526.70	(308,777.30)	86.66%
72230 CAREER & TECHNICAL SUPPORT	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Director/ Supervisor	21,878.00	1,787.40	19,861.40	(2,016.60)	90.78%
Benefits	5,863.00	516.48	5,386.19	(476.81)	91.87%
Other Supplies	1,953.00	-	260.99	(1,692.01)	13.36%
Inservice/Staff Dev.	4,000.00	115.50	392.83	(3,607.17)	9.82%
TOTAL CAREER & TECHNICAL SUPPORT	33,694.00	2,419.38	25,901.41	(7,792.59)	76.87%

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72250 TECHNOLOGY	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	874,053.00	78,546.74	788,823.91	(85,229.09)	90.25%
Benefits	263,677.00	19,252.91	188,277.24	(75,399.76)	71.40%
Communications	105,476.36	6,232.10	61,913.69	(43,562.67)	58.70%
Consultants	33,930.00	9,000.00	31,750.00	(2,180.00)	93.58%
Maintenance & Repairs	61,069.00	444.00	25,434.09	(35,634.91)	41.65%
Internet Connectivity	212,401.20	15,651.20	162,121.63	(50,279.57)	76.33%
Travel	2,000.00	171.15	1,112.06	(887.94)	55.60%
Other Contract Svcs.	80,000.00	-	-	(80,000.00)	0.00%
Office Supplies	500.00	-	185.08	(314.92)	37.02%
Cabling	15,704.94	5,704.94	15,704.94	0.00	100.00%
Software	598,960.00	-	515,141.78	(83,818.22)	86.01%
Other Supplies	37,400.00	2,263.71	18,692.78	(18,707.22)	49.98%
Inservice/Staff Dev.	8,000.00	4,305.67	5,599.75	(2,400.25)	70.00%
Other Charges	50,000.00	449.99	49,918.37	(81.63)	99.84%
Adm Equipment	186,038.78	1,304.73	163,332.86	(22,705.92)	87.80%
Other Equipment	15,025.10	-	14,045.15	(979.95)	93.48%
TOTAL TECHNOLOGY	2,544,235.38	143,327.14	2,042,053.33	(502,182.05)	80.26%
72310 BOARD OF EDUCATION SERVICES	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	21,500.00	-	21,500.00	0.00	100.00%
Benefits	58,645.00	395.34	27,699.03	(30,945.97)	47.23%
OPEB	1,708,000.00	1,000,000.00	1,524,202.00	(183,798.00)	89.24%
Audit Services	70,000.00	-	61,650.00	(8,350.00)	88.07%
Dues & Memberships	21,000.00	-	20,999.54	(0.46)	100.00%
Legal Services	210,000.00	11,148.76	107,107.57	(102,892.43)	51.00%
Other Supplies	1,000.00	-	712.45	(287.55)	71.25%
Judgments	710,906.00	-	710,906.00	0.00	100.00%
Liability Insurance	110,000.00	23,338.00	92,256.00	(17,744.00)	83.87%
Surety Bond Premium	300.00	-	300.00	0.00	100.00%
Trustee Commissions	472,565.00	10,550.10	401,303.22	(71,261.78)	84.92%
Workers' Compensation	90,000.00	462.36	79,408.18	(10,591.82)	88.23%
Inservice/Staff Dev.	20,000.00	579.20	18,007.85	(1,992.15)	90.04%
TOTAL BOARD OF EDUCATION SERVICES	3,493,916.00	1,046,473.76	3,066,051.84	(427,864.16)	87.75%
72320 OFFICE OF SUPERINTENDENT	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	464,884.00	37,154.82	408,295.02	(56,588.98)	87.83%
Benefits	117,465.00	9,851.41	101,512.57	(15,952.43)	86.42%
Dues & Memberships	9,500.00	208.84	6,058.49	(3,441.51)	63.77%
Postal Charges	10,000.00	3,013.36	8,963.44	(1,036.56)	89.63%
Travel	5,000.00	-	3,064.05	(1,935.95)	61.28%
Other Contracted Svcs.	29,600.00	610.28	16,477.23	(13,122.77)	55.67%
Office Supplies	20,000.00	763.21	9,558.46	(10,441.54)	47.79%
Other Supplies	28,250.00	-	28,222.04	(27.96)	99.90%
Inservice/Staff Dev.	21,200.00	232.24	7,212.21	(13,987.79)	34.02%
Other Charges	1,000.00	(10.05)	563.00	(437.00)	56.30%
TOTAL OFFICE OF SUPERINTENDENT	706,899.00	51,824.11	589,926.51	(116,972.49)	83.45%
72410 OFFICE OF PRINCIPAL	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	3,641,722.00	278,120.21	3,087,520.22	(554,201.78)	84.78%
Benefits	871,430.00	68,309.08	706,018.54	(165,411.46)	81.02%
Office Supplies	2,000.00	-	-	(2,000.00)	0.00%
Other Supplies	147,001.00	-	147,001.00	0.00	100.00%
Inservice/Staff Dev.	11,999.00	443.65	5,625.65	(6,373.35)	46.88%
Other Charges	16,500.00	-	15,850.00	(650.00)	96.06%
TOTAL OFFICE OF PRINCIPAL	4,690,652.00	346,872.94	3,962,015.41	(728,636.59)	84.47%

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72510 FISCAL SERVICES	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	469,263.00	33,774.41	403,813.80	(65,449.20)	86.05%
Benefits	129,960.00	8,356.12	92,628.36	(37,331.64)	71.27%
Dues & Memberships	700.00	-	315.00	(385.00)	45.00%
Travel	600.00	-	456.08	(143.92)	76.01%
Other Contract Svcs.	5,000.00	-	-	(5,000.00)	0.00%
Office Supplies	5,000.00	-	4,731.18	(268.82)	94.62%
Software	88,000.00	349.40	74,638.32	(13,361.68)	84.82%
Inservice/Staff Dev.	11,000.00	384.91	9,107.48	(1,892.52)	82.80%
Other Charges	17,250.00	275.90	3,292.41	(13,957.59)	19.09%
Other Equipment	1,500.00	-	1,500.00	0.00	100.00%
TOTAL FISCAL SERVICES	728,273.00	43,140.74	590,482.63	(137,790.37)	81.08%
72520 HUMAN RESOURCES	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	418,364.00	35,778.44	368,506.67	(49,857.33)	88.08%
Benefits	100,046.00	7,269.74	71,395.06	(28,650.94)	71.36%
Dues & Memberships	864.00	275.00	814.00	(50.00)	94.21%
Travel	100.00	-	41.00	(59.00)	41.00%
Other Contract Svcs.	7,328.00	-	7,328.00	0.00	100.00%
Office Supplies	2,000.00	-	1,515.82	(484.18)	75.79%
Software	20,928.37	-	20,928.37	0.00	100.00%
Other Supplies	1,200.00	-	284.06	(915.94)	23.67%
Inservice/Staff Dev.	64,021.63	4,743.77	57,246.65	(6,774.98)	89.42%
Other Charges	11,040.00	118.42	5,588.41	(5,451.59)	50.62%
TOTAL HUMAN RESOURCES	625,892.00	48,185.37	533,648.04	(92,243.96)	85.26%
72610 OPERATION OF PLANT	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	616,931.00	47,596.61	543,051.44	(73,879.56)	88.02%
Benefits	193,242.00	14,068.09	148,872.40	(44,369.60)	77.04%
Janitorial Services	1,455,000.00	450.00	1,207,604.50	(247,395.50)	83.00%
Other Contract Svcs.	200,000.00	7,655.13	112,963.15	(87,036.85)	56.48%
Utilities	1,325,000.00	78,910.42	1,055,667.70	(269,332.30)	79.67%
Property Insurance	380,000.00	-	368,824.00	(11,176.00)	97.06%
Other Charges	58,150.00	2,181.00	43,146.45	(15,003.55)	74.20%
Equipment	5,000.00	-	-	(5,000.00)	0.00%
TOTAL OPERATION OF PLANT	4,233,323.00	150,861.25	3,480,129.64	(753,193.36)	82.21%
72620 MAINTENANCE OF PLANT	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages	610,201.00	51,347.64	530,071.02	(80,129.98)	86.87%
Benefits	160,189.00	12,381.61	125,078.65	(35,110.35)	78.08%
Maintenance & Repairs	1,000,000.00	12,831.18	821,223.99	(178,776.01)	82.12%
Travel	25,000.00	2,326.19	10,328.71	(14,671.29)	41.31%
Other Contract Svcs.	10,000.00	-	7,629.08	(2,370.92)	76.29%
Office Supplies	1,000.00	23.78	269.13	(730.87)	26.91%
Inservice/Staff Dev.	10,000.00	-	859.38	(9,140.62)	8.59%
TOTAL MAINTENANCE OF PLANT	1,816,390.00	78,910.40	1,495,459.96	(320,930.04)	82.33%
72710 TRANSPORTATION	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Contracts w/Other Schools	80,302.00	6,692.00	73,612.00	(6,690.00)	91.67%
Contracts w/Private Agencies	2,100,000.00	181,299.12	1,462,780.71	(637,219.29)	69.66%
Diesel	225,000.00	17,619.58	125,166.68	(99,833.32)	55.63%
TOTAL TRANSPORTATION	2,405,302.00	205,610.70	1,661,559.39	(743,742.61)	69.08%
72830 SCHOOL SAFETY	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Maintenance & Repairs	3,000.00	-	2,250.00	(750.00)	75.00%
Office Supplies	250.00	-	205.85	(44.15)	82.34%
Other Supplies & Materials	500.00	-	54.42	(445.58)	10.88%
Inservice/Staff Dev.	10,000.00	-	2,531.05	(7,468.95)	25.31%
Other Charges	30,000.00	3,065.00	7,608.79	(22,391.21)	25.36%
Other Equipment	55,000.00	-	45,121.36	(9,878.64)	82.04%
TOTAL SCHOOL SAFETY	98,750.00	3,065.00	57,771.47	(40,978.53)	58.50%

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School Nutrition - Summer School	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Café Personnel	10,400.00		-	(10,400.00)	0.00%
Benefits			-	0.00	#DIV/0!
Transfer to City of Gtown			-	0.00	#DIV/0!
Food Supplies	17,000.00		-	(17,000.00)	0.00%
Total School Nutrition - Summer School	27,400.00	-	-	(27,400.00)	0.00%
76100 REGULAR CAPITAL OUTLAY	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Architects	108,000.00	7,132.33	58,651.43	(49,348.57)	54.31%
Oth Contracted Services	80,000.00	-	-	(80,000.00)	0.00%
Transfer to Other Funds	527,130.00	-	379,038.75	(148,091.25)	71.91%
Other Charges	50,000.00	-	50,000.00	0.00	100.00%
Building Construction	369,600.00	-	76,836.00	(292,764.00)	20.79%
Building Improvements	2,263,411.02	54,400.00	753,141.79	(1,510,269.23)	33.27%
Other Capital Outlay	661,291.65	13,286.65	445,427.35	(215,864.30)	67.36%
TOTAL REGULAR CAPITAL OUTLAY	4,059,432.67	74,818.98	1,763,095.32	(2,296,337.35)	43.43%
TRANSFERS TO CAFETERIA FUND	0.00	-	-	0.00	0.00%
TOTAL GENERAL FUND EXPENDITURES	80,382,803.58	6,349,211.61	61,845,164.45	(18,537,639.13)	76.94%
TOTAL GENERAL FUND BALANCE	0.00	(4,717,452.13)	3,767,520.45		

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	2024-25 FYTD Revised Bdg	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
FEDERAL FUND REVENUES - FUND 142					
Consolidated Admin	76,100.00	5,494.62	66,207.60	(9,892.40)	87.00%
Title I, Part A	2,326,992.00	265,334.92	1,647,774.00	(679,218.00)	70.81%
Title II, Part A	175,427.00	7,458.39	127,740.85	(47,686.15)	72.82%
Title III	18,872.00	573.41	15,919.47	(2,952.53)	84.35%
Title IV	251,094.00	39,623.36	168,694.69	(82,399.31)	67.18%
CTE Perkins Basic	62,970.00	5,000.00	42,660.72	(20,309.28)	67.75%
CTE Perkins Reserve	50,000.00	-	-	(50,000.00)	0.00%
IDEA, Part B	2,373,615.00	101,360.26	915,919.06	(1,457,695.94)	38.59%
IDEA Preschool	36,619.00	13,861.00	30,860.95	(5,758.05)	84.28%
ESSER 3.0	2,072,985.00	-	2,072,564.39	(420.61)	99.98%
TOTAL FEDERAL FUND REVENUES	7,444,674.00	438,705.96	5,088,341.73	(2,356,332.27)	68.35%

FEDERAL FUND EXPENDITURES - FUND 142					
	2024-25 FYTD Revised Bdg	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
CONSOLIDATED ADM - 010					
Salaries & Wages	53,622.00	4,468.50	49,653.50	(3,968.50)	92.60%
Benefits	12,506.00	1,026.12	10,757.22	(1,748.78)	86.02%
Other Supplies & Materials	500.00	-	-	(500.00)	0.00%
Indirect Costs	3,000.00	-	-	(3,000.00)	0.00%
Inservice/Staff Dev.	6,472.00	-	5,796.88	(675.12)	89.57%
TOTAL CONSOLIDATED ADM	76,100.00	5,494.62	66,207.60	(9,892.40)	87.00%

	2024-25 FYTD Revised Bdg	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
TITLE I, PART A - 100					
Salaries & Wages	489,821.00	89,893.34	365,826.14	(123,994.86)	74.69%
Benefits	113,656.00	15,580.07	75,005.21	(38,650.79)	65.99%
Travel/Mileage	8,000.00	-	-	(8,000.00)	0.00%
Contracts for Sub Teachers	100,119.00	2,085.25	39,030.83	(61,088.17)	38.98%
Other Contract Svcs.	15,730.00	-	6,540.00	(9,190.00)	41.58%
Inst. Supplies	261,820.10	11,701.17	200,685.98	(61,134.12)	76.65%
Software	5,000.00	-	4,956.00	(44.00)	99.12%
Other Supplies & Materials	7,600.00	6,297.48	6,297.48	(1,302.52)	82.86%
Indirect costs	75,000.00	-	-	(75,000.00)	0.00%
Inservice/Staff Dev.	667,309.50	42,831.41	415,461.66	(251,847.84)	62.26%
Other Charges	7,719.00	3,121.79	6,259.30	(1,459.70)	81.09%
Regular Instruction Equipment	573,920.40	93,824.41	526,847.40	(47,073.00)	91.80%
Other Equipment	1,297.00	-	864.00	(433.00)	66.62%
TOTAL TITLE I, PART A	2,326,992.00	265,334.92	1,647,774.00	(679,218.00)	70.81%

	2024-25 FYTD Revised Bdg	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
TITLE II, PART A - 200					
Salaries & Wages	49,556.00	5,754.70	43,451.70	(6,104.30)	87.68%
Benefits	10,575.00	1,110.25	9,080.46	(1,494.54)	85.87%
Contracts for Sub Teachers	5,160.00	129.00	1,161.00	(3,999.00)	22.50%
Indirect Costs	6,000.00	-	-	(6,000.00)	0.00%
Inservice/Staff Dev.	104,136.00	464.44	74,047.69	(30,088.31)	71.11%
TOTAL TITLE II, PART A	175,427.00	7,458.39	127,740.85	(47,686.15)	72.82%

	2024-25 FYTD Revised Bdg	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
TITLE III - 300					
Instructional Supplies & Materials	12,201.00	573.41	12,023.42	(177.58)	98.54%
Other Supplies & Materials	200.00	-	186.65	(13.35)	93.33%
Inservice/Staff Dev.	6,471.00	-	3,709.40	(2,761.60)	57.32%
TOTAL TITLE III	18,872.00	573.41	15,919.47	(2,952.53)	84.35%

	2024-25 FYTD Revised Bdg	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
TITLE IV - 440					
Salaries & Wages	26,000.00	2,117.80	21,178.00	(4,822.00)	81.45%
Benefits	8,590.00	725.36	7,025.99	(1,564.01)	81.79%
Contracts for Sub Teachers	5,160.00	129.00	3,805.50	(1,354.50)	73.75%
Other Contract Svcs.	32,000.00	14,720.95	24,720.95	(7,279.05)	77.25%
Instructional Supplies & Materials	18,000.00	-	15,435.46	(2,564.54)	85.75%
Other Supplies	25,584.00	1,266.50	13,507.95	(12,076.05)	52.80%
Indirect Costs	1,000.00	-	-	(1,000.00)	0.00%
Inservice/Staff Dev.	80,329.00	3,171.94	38,262.18	(42,066.82)	47.63%
Reg Instructional Equipment	45,281.00	17,491.81	42,049.44	(3,231.56)	92.86%
Other Equipment	9,150.00	-	2,709.22	(6,440.78)	29.61%
TOTAL TITLE IV	251,094.00	39,623.36	168,694.69	(82,399.31)	67.18%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
FEDERAL PROJECTS FUND
As of Month Ending May 31, 2025

CTE PERKINS BASIC - 800		2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Contracts w/ Vehicle Owners		6,400.00	5,000.00	6,400.00	0.00	100.00%
Contracts for Sub Teachers		4,193.00	-	2,773.50	(1,419.50)	66.15%
Instructional Supplies & Materials		2,000.00	-	-	(2,000.00)	0.00%
Software		12,582.00	-	12,582.00	0.00	100.00%
Other Supplies		8,918.00	-	8,918.00	0.00	100.00%
Inservice/Staff Dev.		11,988.00	-	11,987.22	(0.78)	99.99%
Vocational Equipment		16,889.00	-	-	(16,889.00)	0.00%
TOTAL CTE PERKINS BASIC		62,970.00	5,000.00	42,660.72	(20,309.28)	67.75%
CTE PERKINS RESERVE - 801		2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Instructional Supplies & Materials		3,500.00	-	-	(3,500.00)	0.00%
Software		3,100.00	-	-	(3,100.00)	0.00%
Other Supplies		6,300.00	-	-	(6,300.00)	0.00%
Vocational Equipment		37,100.00	-	-	(37,100.00)	0.00%
TOTAL CTE PERKINS RESERVE		50,000.00	-	-	(50,000.00)	0.00%
IDEA, PART B - 900		2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Salaries & Wages		934,000.00	65,806.50	614,935.81	(319,064.19)	65.84%
Benefits		342,804.00	18,404.94	164,530.53	(178,273.47)	48.00%
Contracts W/Private Agencies		230,159.00	-	1,248.10	(228,910.90)	0.54%
Evaluation & Testing		30,000.00	1,453.20	2,785.98	(27,214.02)	9.29%
Maintenance & Repairs-Vehicles		3,000.00	-	-	(3,000.00)	0.00%
Contracts for Sub Teachers		42,000.00	-	9,490.65	(32,509.35)	22.60%
Noncertified Subs		42,000.00	-	5,569.81	(36,430.19)	13.26%
Other Contract Svcs.		85,000.00	4,331.25	23,117.50	(61,882.50)	27.20%
Fuel		4,000.00	185.44	1,185.58	(2,814.42)	29.64%
Instr. Supplies		119,652.00	30.19	582.94	(119,069.06)	0.49%
Other Supplies		65,000.00	28.48	26,660.47	(38,339.53)	41.02%
Indirect costs		70,000.00	-	-	(70,000.00)	0.00%
Vehicle Insurance		1,000.00	-	251.41	(748.59)	25.14%
Inservice/Staff Dev.		200,000.00	3,786.38	50,319.81	(149,680.19)	25.16%
Other Charges		25,000.00	-	235.31	(24,764.69)	0.94%
Special Education Equipment		180,000.00	7,333.88	15,005.16	(164,994.84)	8.34%
TOTAL IDEA, PART B		2,373,615.00	101,360.26	915,919.06	(1,457,695.94)	38.59%
IDEA PRESCHOOL - 910		2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
Other Contract Svcs.		13,650.00	-	13,650.00	0.00	100.00%
Instr. Supplies		5,008.00	-	2,150.00	(2,858.00)	42.93%
Indirect Costs		1,150.00	-	-	(1,150.00)	0.00%
Inservice/Staff Dev.		1,200.00	-	1,199.95	-	100.00%
Special Education Equipment		15,611.00	13,861.00	13,861.00	(1,750.00)	88.79%
TOTAL IDEA PRESCHOOL		36,619.00	13,861.00	30,860.95	(5,758.00)	84.28%
ESSER 3.0 - 934		2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unencumbered Balance	2024-25 FYTD %
Salaries & Wages		686,500.00	-	686,500.00	0.00	100.00%
Benefits		102,623.50	-	102,609.70	(13.80)	99.99%
Other Contract Svcs.		101,496.00	-	101,496.00	0.00	100.00%
Instr. Supplies		48,891.00	-	48,890.59	(0.41)	100.00%
Software		296,719.00	-	296,717.60	(1.40)	100.00%
Other Supplies & Materials		5,356.00	-	5,356.00	0.00	100.00%
Indirect Costs		25,228.50	-	25,228.50	0.00	100.00%
Regular Instruction Equipment		806,171.00	-	805,766.00	(405.00)	99.95%
TOTAL ESSER 3.0		2,072,985.00	-	2,072,564.39	(420.61)	99.98%
TOTAL FEDERAL FUND EXPENDITURES		7,444,674.00	438,705.96	5,088,341.73	(2,356,332.27)	68.35%
TOTAL FEDERAL FUND BALANCE		-	-	-	-	-

Germantown Municipal School District
REVENUE and EXPENSE REPORT
CAFETERIA FUND
As of Month Ending May 31, 2025

	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
SCHOOL NUTRITION FUND REVENUES - FUND 143					
Lunch, Breakfast, A la Carte Sales	1,679,904.00	113,769.10	1,605,355.22	(74,548.78)	95.56%
State Matching Funds	-	-	15,125.30	15,125.30	0.00%
USDA School Lunch	512,152.00	30,566.62	407,778.45	(104,373.55)	79.62%
USDA Breakfast	44,600.00	4,140.57	53,078.16	8,478.16	119.01%
USDA Other	-	-	8,260.00	8,260.00	0.00%
Other State Funds	-	-	-	-	0.00%
Other Federal Thru State Funds	26,162.00	-	-	(26,162.00)	0.00%
Other Revenue	6,500.00	6,500.00	12,395.20	5,895.20	190.70%
RESERVES	24,592.58			(24,592.58)	0.00%
TOTAL SCHOOL NUTRITION FUND REVENUES	2,293,910.58	154,976.29	2,101,992.33	(191,918.25)	91.63%
CONTRACTED EXPENDITURES - FUND 143					
Other Contracted Services - SFE	1,996,832.58	128,831.42	1,827,364.23	(169,468.35)	91.51%
DISTRICT EXPENDITURES - FUND 143					
Maint and Repair - Equipment	40,000.00	1,117.74	16,553.94	(23,446.06)	41.38%
USDA Commodities	122,889.00	-	-	(122,889.00)	0.00%
Other Supplies & Materials	7,000.00	-	682.73	(6,317.27)	9.75%
Inservice/ Staff Development	2,000.00	-	418.14	(1,581.86)	20.91%
Equipment	125,189.00	4,581.46	48,687.10	(76,501.90)	38.89%
TOTAL DISTRICT EXPENDITURES	297,078.00	5,699.20	66,341.91	(230,736.09)	22.33%
TOTAL SCHOOL NUTRITION FUND EXPENDITURES	2,293,910.58	134,530.62	1,893,706.14	(400,204.44)	
Excess/(Def) of Revenues over Expenditures	-	20,445.67	208,286.19	208,286.19	
Operating Transfer In	-	-	-		
SCHOOL NUTRITION FUND BALANCE	-	20,445.67	208,286.19		

Germantown Municipal School District
REVENUE and EXPENSE REPORT
CAPITAL PROJECTS FUND
As of Ending May 31, 2025

	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
CAPITAL IMPROV FUND REVENUES - FUND 177					
County Commission	2,500,000.00	644,271.41	1,735,279.77	(764,720.23)	69.41%
Transfers from City of Germantown	-	-	-	-	0.00%
Interest Income	-	-	-	-	0.00%
RESERVES	2,065,657.00	-	-	-	0.00%
TOTAL CAPITAL IMPROV REVENUES	4,565,657.00	644,271.41	1,735,279.77	(764,720.23)	38.01%
CAPITAL IMPROV FUND EXPENDITURES - FUND 177					
Building Improvements	4,565,657.00	188,537.00	320,759.90	(4,244,897.10)	7.03%
TOTAL CAPITAL IMPROV EXPENDITURES	4,565,657.00	188,537.00	320,759.90	(4,244,897.10)	7.03%
CAPITAL IMPROVEMENTS FUND BALANCE	-	455,734.41	1,414,519.87		

Germantown Municipal School District
REVENUE and EXPENSE REPORT
OPEB FUND
As of Month Ending May 31, 2025

	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
OPEB TRUST FUND REVENUES - 210					
Employer Contributions	755,000.00	-	544,476.00	(210,524.00)	72.12%
Retiree Contributions	80,000.00	-		(80,000.00)	0.00%
Interest and Dividend Income	75,000.00	7,229.82	139,752.48	64,752.48	186.34%
Realized gain/(loss) on investments	-	9,716.87	356,732.92	356,732.92	0.00%
Unrealized gain/(loss) on investments	318,000.00	173,251.36	44,804.96	(273,195.04)	14.09%
Other Income	-			-	0.00%
TOTAL OPEB TRUST FUND REVENUES	1,228,000.00	190,198.05	1,085,766.36	(142,233.64)	88.42%
OPEB TRUST FUND EXPENDITURES - 210					
Retiree Stipends	110,000.00	12,000.00	122,700.00	12,700.00	111.55%
Medical Claims /Stop Loss Premiums	600,000.00	-	329,498.00	(270,502.00)	54.92%
Administrative Expenses	25,000.00	1,208.33	15,041.63	(9,958.37)	60.17%
Insurance Premiums	50,000.00	-	-	(50,000.00)	0.00%
TOTAL OPEB TRUST FUND EXPENDITURES	785,000.00	13,208.33	467,239.63	(317,760.37)	59.52%
OPEB TRUST FUND BALANCE	443,000.00	176,989.72	618,526.73		

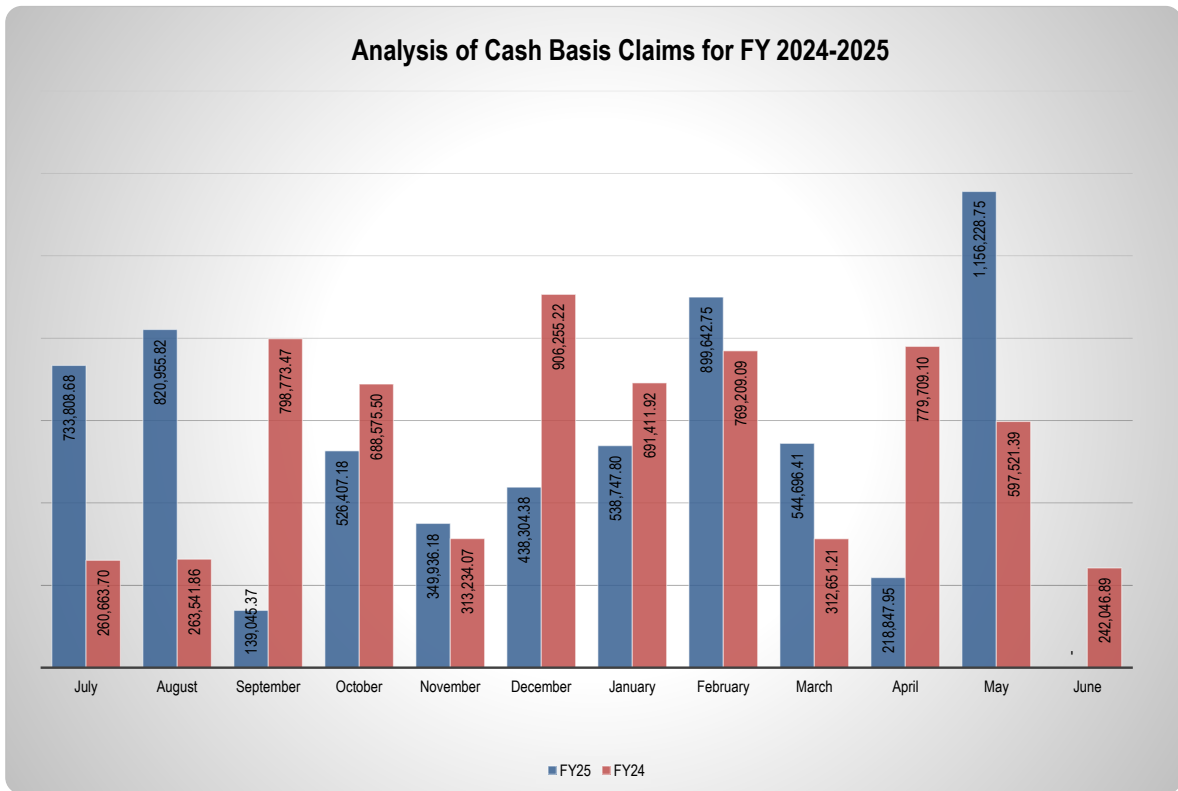
Germantown Municipal School District
REVENUE and EXPENSE REPORT
HEALTH INSURANCE FUND
As of Month Ending May 31, 2025

	2024-25 FYTD Revised Bdgt	May 2025 Monthly Activity	2024-25 FYTD Activity	Unexpended Balance	2024-25 FYTD %
HEALTH INS FUND REVENUES - FUND 263					
Employee Contributions	2,028,640.00	208,368.84	1,987,645.06	(40,994.94)	97.98%
Employer Contributions	4,731,200.00	1,383,816.95	4,657,083.78	(74,116.22)	98.43%
Other Income	160,000.00	29,048.00	75,918.77	(84,081.23)	47.45%
Interest Income	-	-	-	-	0.00%
RESERVES	1,280,160.00	-	-	(1,280,160.00)	0.00%
TOTAL HEALTH INS FUND REVENUES	8,200,000.00	1,621,233.79	6,720,647.61	(1,479,352.39)	81.96%
HEALTH INS FUND EXPENDITURES - FUND 263					
Medical Claims	6,500,000.00	1,156,228.75	6,366,621.27	(133,378.73)	97.95%
Stop-Loss Premiums	900,000.00	84,551.70	892,174.49	(7,825.51)	99.13%
Administrative Expenses	300,000.00	24,015.21	260,908.10	(39,091.90)	86.97%
Other Contracted Services - Clinic	500,000.00	56,147.36	331,960.15	(168,039.85)	66.39%
TOTAL HEALTH INS FUND EXPENDITURES	8,200,000.00	1,320,943.02	7,851,664.01	(348,335.99)	95.75%
HEALTH INSURANCE FUND BALANCE	-	300,290.77	(1,131,016.40)		

Germantown Municipal School District
REVENUE and EXPENSE REPORT
HEALTH INSURANCE FUND
 As of Month Ending May 31, 2025

CASH BASIS HEALTH CLAIMS ANALYSIS

MONTH	FY 25 Cash Basis Claims	FY 24 Cash Basis Claims	
July	733,808.68	260,663.70	
August	820,955.82	263,541.86	
September	139,045.37	798,773.47	
October	526,407.18	688,575.50	
November	349,936.18	313,234.07	
December	438,304.38	906,255.22	
January	538,747.80	691,411.92	
February	899,642.75	769,209.09	
March	544,696.41	312,651.21	
April	218,847.95	779,709.10	
May	1,156,228.75	597,521.39	
June	-	242,046.89	
Y-T-D	<u>6,366,621.27</u>	<u>6,623,593.42</u>	Monthly Average Budgeted <u>541,666.67</u>



Germantown Municipal School District

BALANCE SHEET

All Funds

As of Month Ending May 31, 2025

	GENERAL FUND 141	FEDERAL FUND 142	SCHOOL NUTRITION FUND 143	CAPITAL IMPROV FUND 177	OPEB TRUST FUND 210	FIXED ASSETS FUND 220	HEALTH INS FUND 263	Total
ASSETS								
Cash and Cash Equivalents	837,301.62	(438,705.96)	1,666,534.05	4,482,355.35	120,578.56	-	449,363.27	7,117,426.89
Investments - LGIP	25,983,885.97	-	-	-	-	-	-	25,983,885.97
Investments - Mutual Funds	-	-	-	-	5,767,417.29	-	-	5,767,417.29
Cash Clearing - School Activity	5,000.00	-	-	-	-	-	-	5,000.00
CDARS - First Horizon	-	-	-	-	-	-	-	-
Accrued Interest	-	-	-	-	400.34	-	-	400.34
Accounts Receivable	-	-	-	-	-	-	-	-
Due from Other Govts	-	438,705.96	34,707.19	-	-	-	-	473,413.15
Due from City	-	-	-	-	-	-	-	-
Due from Schools	-	-	-	-	-	-	-	-
Due from Other Funds	34,870.80	-	-	-	-	-	-	34,870.80
Restricted Investments - SRT	1,217,260.00	-	-	-	-	-	-	1,217,260.00
Prepaid Expenses	20,336.31	-	-	-	-	-	-	20,336.31
Fixed Assets:	-	-	-	-	-	-	-	-
Land	-	-	-	-	-	6,377,894.00	-	6,377,894.00
Land Improvements	-	-	-	-	-	1,970,270.25	-	1,970,270.25
Buildings	-	-	-	-	-	134,903,491.59	-	134,903,491.59
Improvements	-	-	-	-	-	8,568,005.29	-	8,568,005.29
Equipment	-	-	-	-	-	22,012,800.89	-	22,012,800.89
Construction-in-Progress	-	-	-	-	-	1,353,193.45	-	1,353,193.45
Accumulated Depreciation	-	-	-	-	-	(36,031,527.76)	-	(36,031,527.76)
ASSETS TOTAL	28,098,654.70	-	1,701,241.24	4,482,355.35	5,888,396.19	139,154,127.71	449,363.27	179,774,138.46
LIABILITIES								
Accounts Payable	-	-	128,831.42	-	-	-	-	128,831.42
Accrued Expenses	98,988.04	-	-	-	-	-	184,246.00	283,234.04
Due to the City of Germantown	-	-	-	-	-	-	-	-
Due to Schools	-	-	-	-	-	-	-	-
Due to Other Funds	-	-	-	-	-	-	-	-
Unearned Revenue	27,674.00	-	317,050.12	-	-	-	-	344,724.12
LIABILITIES TOTAL	126,662.04	-	445,881.54	-	-	-	184,246.00	756,789.58
FUND BALANCE								
Change in Fund Balance	3,767,520.45	-	208,286.19	1,414,519.87	618,526.73	(1,750,332.75)	(1,131,016.40)	3,127,504.09
Beginning Fund Balance	24,204,472.21	-	1,047,073.51	3,067,835.48	5,269,869.46	140,904,460.46	1,396,133.67	175,889,844.79
Ending Fund Balance	27,971,992.66	-	1,255,359.70	4,482,355.35	5,888,396.19	139,154,127.71	265,117.27	179,017,348.88
LIABILITIES AND FUND BALANCE TOTAL	28,098,654.70	-	1,701,241.24	4,482,355.35	5,888,396.19	139,154,127.71	449,363.27	179,774,138.46
VARIANCE	-	-	-	-	-	-	-	-



GMSD Board Business Meeting

May 19, 2025 6:00 PM

Board Room, GMSD Office, 3350 South Forest Hill Irene Road, Germantown, TN 38138

Mr. Brian Curry: Present
Mr. Andy Ellis: Present
Mrs. Angela Griffith: Present
Mr. Scotty Hendricks Jr.: Present
Mr. Ryan Strain: Present

Student Board Representative:
Jack Boccer

In Attendance:
Superintendent Jason Manuel
Board Secretary Jo Ellen Druelinger

1. Call to Order

Chair Angela Griffith called the meeting to order at 6:01 p.m.

2. Moment of Silence

Chair Angela Griffith called for a moment of silence.

3. Pledge of Allegiance

Chair Angela Griffith led the Pledge of Allegiance.

4. Approval of Agenda

Motion passed: I move to approve the agenda, passed with a motion by Mr. Ryan Strain and a second by Mr. Scotty Hendricks Jr..

Mr. Brian Curry: Yea
Mr. Andy Ellis: Yea
Mrs. Angela Griffith: Yea
Mr. Scotty Hendricks Jr.: Yea
Mr. Ryan Strain: Yea

Yea: 5, Nay: 0



5. Approval of Teacher Tenure Recommendations for 2025

Motion passed: I move to approve the Teacher Tenure recommendations for 2025, passed with a motion by Mr. Brian Curry and a second by Mr. Andy Ellis.

Mr. Brian Curry: Yea
Mr. Andy Ellis: Yea
Mrs. Angela Griffith: Yea
Mr. Scotty Hendricks Jr.: Yea
Mr. Ryan Strain: Yea

Yea: 5, Nay: 0

6. Recognition and Awards: 2025 Teachers receiving Tenure

The following teachers were recognized for receiving tenure in 2025:

- Dogwood Elementary: Casey Fernandez , Sabrina Mink, Shelby Morris, Millicent Williams, Molly Wilson, Alexis Almonte, Emily Brettell-Malloy, Lesley Coleman, Ashton Collins, Sarah Condra, Meredith Gladney, Elizabeth Handy, Virginia Hunter, Timothy Perry, Jerica Ross, Robert Sabau, John "Zeke" Vezina, Gerry Wartenberg
- District Office: Jane Garitty, Victoria Gast, Adam Schepman
Forest Hill Elementary: Jennifer Brenneman, Elizabeth Collins, Shavitra Davis, Megan Dwyer, Sharon Harris, Stephanie Hathaway, Emma Kougher, Mary Jane May, Christina Schrimsher, Kimberly Thomas, Skylar Workman
- Riverdale Elementary: Kipp Lawton, Julie Knowles, Megan Pszonak, Abigail Wade
Houston Middle: Jordan Bell, Meagan Fowler, Dr. Anne Marie Pratt, Storm Schoonover
Melinda Sturgell, Kayla Whitsett
- Farmington: Amanda Bennett, Jonathan "Derek" Brookshire, Beverly Pearson, Taylor Pettie

7. REPORTS

A. TN Legislative Update

Board member and TN Legislative Representative Brian Curry presented as follows:

The 114th session of the Tennessee General Assembly stands adjourned and will reconvene at 12:00 noon on Tuesday, January 13, 2026.

On Thursday, May 1, the Shelby County Republican Party Executive Committee voted to send a formal request to expand partisan primaries for all school board elections to the Shelby County Election Commission. If approved by the Election Commission, the Republican Party would hold a primary election for school boards starting in August 2026. The Shelby County Democrat Party has not said if they would make the same request, but it stands to reason they would do so. Candidates are not obligated to run for either party's nomination and can just file to run as an independent, as they do today, running only in the November general election. For reference, to run in the Republican primary, Article IX of the bylaws of the



Tennessee Republican Party states that in order to be a "bona fide Republican" you must

- a) be actively involved in the Tennessee Republican Party, the county Republican Party of the county in which the individual resides, or a TRP-recognized auxiliary organization,
- b) is registered to vote in the above-noted county; and
- c) who has voted in at least three (3) of the four (4) most recent statewide Republican primary elections in which he is eligible to vote. It is worth noting that these rules tend to be selectively enforced depending on how well you are liked by members of the County Executive Committee and State Executive Committee.

Some of the reasons provided for the urgent need to move to partisan primaries included stopping the proliferation of critical race theory (CRT), preventing boys' from playing girls' sports, stopping radical gender ideology, and the need to return to classical education.

Tennessee Code Annotated **§ 49-6-1019** is known as the Prohibited Concepts Law, which outlines 14 concepts that cannot be included as part of a course of instruction or in a curriculum or instructional program, or allow teachers or other employees of the LEA or public charter school to use supplemental instructional materials that include or promote said concepts. This includes CRT. Additionally, districts are required to have a process to handle complaints if a student, parent, or employee of the district believes the school has taught or promoted a prohibited concept. In short, school boards in Tennessee cannot legally approve CRT.

Tennessee Code Annotated **§ 49-6-310** states that a student's gender for purposes of participation in a public middle school or high school interscholastic athletic activity or event must be determined by the student's sex at the time of the student's birth, as indicated on the student's original birth certificate. In short, school boards in Tennessee cannot legally allow boys to play girls sports.

Tennessee Code Annotated **§ 49-6-2202** outlines the process for the list of approved textbooks and instructional materials by the State Textbook and Instructional Materials Quality Commission. "(a) It is the duty of the commission to prepare a list of standard editions of textbooks and instructional materials that cover a complete program of study for approval by the state board of education for use in the public schools of the state. The commission shall prepare a list of at least four (4) books or sets of instructional materials in each subject and grade for which textbooks or instructional materials are to be adopted, if four (4) or more textbooks or sets of instructional materials in that subject or grade are available and of sufficient merit to warrant being listed. The list shall be published in accordance with the rules, regulations, policies and procedures of the state publications committee. The proposed textbook and instructional materials list shall also be posted on the website of the department of education. (b) (1) The commission has the authority to recommend to the state board of education which textbooks and instructional materials may be added to the list for adoption." In short, materials are screened for CRT and radical gender



ideology before anything makes it to the local level for the approval process, and the local process is outlined by the state in Tennessee Code Annotated **§ 49-6-2207**. School boards in Tennessee cannot approve instructional materials that aren't approved by the state. We get a menu and select from the menu. If we want something that is not on the menu, a formal request and justification is submitted and then is either approved or denied by the state.

Finally, regarding classical education, Tennessee Code Annotated **§ 49-1-301** requires the Tennessee State Board of Education to approve all academic standards and adopt rules and policies governing courses of study in the public schools. Additionally, Tennessee Code Annotated **§ 49-1-314** states each LEA shall be responsible for developing and implementing the instructional programs under the state standards adopted by the state board that best fit its students' educational needs, that achieve levels of proficiency or advanced mastery, and that vigorously promote individual teacher creativity and autonomy. Tennessee State Board of Education Policy **3.209** states "the State Board of Education is charged with approval of all academic standards and courses of study in the public schools. Academic standards determine what students should know and be able to do by the end of a grade level or course. In order to ensure Tennessee's standards are rigorous, relevant, and appropriate for each grade level or course, the Board shall review each set of academic standards regularly. The Board, in consultation with the Department of Education, shall ensure that the review process for each set of standards is thorough and rigorous. The Board and the Department of Education shall ensure that all standards are of the highest quality and in the best interests of the students of this State." Tennessee Code Annotated **§ 49-1-602** outlines performance designations for LEAs based on performance goals and measures, which are based on TCAP results, that are based on the Tennessee academic standards, as determined by the State Board of Education and mandated by the General Assembly. The local school board has no latitude to deviate from the state standards. Any change to a classical learning model with fewer assessments must come through the Tennessee General Assembly. (SCORE)

Ultimately, the local board of education has very little authority. It's one of the reasons we work as hard as we do with legislative advocacy. We are bound by the laws set forth by the Tennessee General Assembly, the rules and regulations of the Tennessee State Board of Education and Tennessee Department of Education and then there are the federal laws set forth by Congress and the rules and regulations of the US Department of Education. Every board member takes an oath to uphold the US Constitution, the Tennessee Constitution, and the charter of the county or municipality of which they serve.

B. Chairman's Report

Chair Angela Griffith presented as follows:

GMSD BOE MEMBER ACTIVITIES

All five board members attended the annual GMSD retirement celebration, GOAL graduation and participated in the Houston High Commencement ceremony.



BOARD MEMBER CURRY

Attended the Germantown Education Commission Celebration
Attended the GMSD Blue Chips Teacher Presentation
Attended the Houston High Baseball playoff game vs. Arlington
Attended the Elementary Strings and Houston High Orchestra Concert at GPAC
Attended the historic Houston High Band and Orchestra Concert, featuring the first-ever Houston High Symphony at GPAC
Attended the Houston Middle Band Spring Concert at GPAC
Volunteered at Project Graduation
Participated in the Goal Three Strategic Plan Committee Meeting
Attended the Riverdale and Houston Middle Strings concert at GPAC, featuring the schools playing together by grade, and a performance by the Houston High Orchestra
Attended the May 12 meeting of the Germantown Board of Mayor and Aldermen
Met with Representative Kevin Vaughan to discuss legislative priorities

BOARD MEMBER ELLIS

Attended Boys HHS lax playoff against Ravenwood
Attended Girls HHS lax playoff against Franklin
Enjoyed Elementary choir performance at GPAC
Attended Taste of Diversity at HMS
Attended Wax Museum Presentations at FHES
Attended HS boys Lax banquet
Attended MS girls Lax banquet

BOARD MEMBER HENDRICKS

Houston High Sectionals Track Meet at Bartlett High School
GMSD 5th grade orchestra concert at GPAC
GMSD Middle School Orchestra concert at GPAC
Houston High Baseball game vs Collierville
Coffee with Alderman Salvaggio

VICE CHAIR STRAIN

Attended Houston High 9th grade soccer team's game against CBHS 9th grade team
Attended two elementary track meets to cheer on GMSD runners
Attended Houston Middle soccer team's games against American Way, Lakeland, Dyersburg
Attended Houston High soccer team's game against Collierville
Attended GMSD Blue Chips presentations
Attended Dogwood field days
Attended two Dogwood steel drum band performances
Participated in GMSD Strategic Plan Academics Subcommittee Meeting



BOARD MEMBER GRIFFITH

Attended HMS Art Night and Taste of Diversity

Attended Riverdale Kindergarten Promotion Program

Attended HHS Varsity Softball game against Brighton

Enjoyed many evenings enjoying the delightful sounds of strings, bands, ensembles and choirs. I was especially moved by the collaboration between the HHS orchestra and band.

Participated as a panel member for the annual GMSD Bluechips.

Served in Strategic Plan subcommittee meeting for Student Readiness

Attended the Germantown Education Commission Annual Awards ceremony where our very own Ms. Joffe was new teacher of the year and Mr. Murray was teacher of the year.

And now for the Chairman's report:

"Do you remember, the 21st night of Maycember"? No more bus to ride or carpool to share".

This Wednesday will be the final night of the 2024-25 school year, when every parent and student will know that no lunch must be made or laptop charged because summer break is officially here! This is my fun twist on an old Earth Wind and Fire classic, which clearly I'm better at dancing to than singing. Maycember, a recent term I've been introduced to over the past couple of years, is a play on how the last few weeks of the school year during the month of May with all of the events; tests, games, concerts, banquets, programs, graduations and parties are as or more hectic than compared to the holiday season during the month of December. The hustle and bustle is real y'all, and we are all trying to make it to the finish line. I would like to personally congratulate all students who are achieving grade level promotions and school level milestones this month, especially our Kindergartners, fifth graders, eighth graders and seniors. I want to also express my appreciation to our school level and district PTOs for all of the love and support they have shown to our staff throughout the year but especially with their recent end of the year treats. Speaking of May, anyone who knows me, knows that I'm partial to it. Within fifteen days this month I'll celebrate my birthday, mother's day and wedding anniversary. I even wear an emerald engagement ring which is the May birthstone! Guess what? May is also Mental Health month, which is why I wore my green to our work session last week. During my over six years on the GMSD school board, the emphasis on the mental health of school age children has consistently been a focus for our families, teachers and administration. The specific needs and concerns may have shifted during and since the pandemic but the high-level priority of the overall wellbeing of students has remained. Learning environments make a difference in academic outcomes and providing students with the tools they need to be successful when they leave us is our primary function as a district. I am currently serving on the Board's Strategic Plan subcommittee for Student Readiness and can assure you that having well rounded, healthy and safe students is a resounding theme from the feedback we have received. I encourage anyone listening to this report to simply do the following internet search, Tennessee Code Annotated Education Mental Health and see what you can learn. The great state of Tennessee has invested in and established many requirements regarding the mental health of students. Additionally, Shelby



County and the City of Germantown also recognize and promote the importance of supporting the mental health needs of everyone in our community through resources and strategies. Building both student/teacher and student/ student connections in the classroom while providing a variety of offerings for all students to plug in and belong will continue to help us achieve this goal. It is a one of the most important partnerships we must continue to cultivate with our families. It is important to note, that GMSD also prioritizes supporting the mental health of its employees. I am proud to see that this too continues to be a recurring theme in the other Strategic Plan subcommittee work as well. With this, I wish everyone a happy and restful summer - you've certainly earned it!

C. Financial Report

Chief Financial Officer Kevin Jones reported the Total Assets, Liabilities, and Fund Balances on the Balance Sheet for period ending April 30, 2025:

SCHOOL OPERATING/GENERAL FUND

The district made its final \$355K payment to Memphis Shelby County Schools for its OPEB liability.

HEALTH INSURANCE FUND

Health insurance claims totaled \$219K for the month, versus \$542K budgeted.

CAFETERIA FUND

SFE reported a net income of \$70K for the month.

OPEB TRUST FUND

Net realized and unrealized gains on investments totaled \$219K year-to-date.

D. Superintendent's Report

Superintendent Jason Manuel introduced Farmington Elementary Principal Ashley Brasfield who delivered the May report. The report featured the success of Capturing Kids Hearts at her school. With Board approval the program will be expanded to all schools next year.

8. Citizens to be heard

There were no citizens to be heard at this time.

9. CONSENT AGENDA

Motion passed: I move to approve all the items in the Consent Agenda, passed with a motion by Mr. Andy Ellis and a second by Mr. Scotty Hendricks Jr..

Mr. Brian Curry: Yea
Mr. Andy Ellis: Yea
Mrs. Angela Griffith: Yea
Mr. Scotty Hendricks Jr.: Yea
Mr. Ryan Strain: Yea

Yea: 5, Nay: 0

A. Approval of the Minutes

B. GMSD FY 25-26 General Fund Budget Second Reading

C. Fifth Amendment to Custodial Services Agreement

D. Third Amendment to Maintenance Services Agreement

E. Property, Liability, Workers Compensation and Student Accident Insurance

F. Intercom System Project at Houston High School

G. Capturing Kids' Hearts Contract/Purchase Approval

H. Approval of 2026-27 Instructional Calendar

I. Budget Amendment #27: Summer Success Camp

J. Nominations for TSBA School Volunteer Recognition and Student Achievement Awards

TSBA School Volunteer Recognition Award: Joy Williams

TSBA Student Achievement Award: Lindsey Baker

10. BOARD ACTION ITEMS

A. GMSD FY 25-26 Federal, Capital, Cafeteria, Health Insurance and OPEB Budgets First Reading

Motion passed: I move to approve the GMSD FY 25-26 Federal, Capital, Cafeteria, Health Insurance and OPEB Budgets First Reading, passed with a motion by Mr. Scotty Hendricks Jr. and a second by Mr. Brian Curry.

Mr. Brian Curry: Yea
Mr. Andy Ellis: Yea
Mrs. Angela Griffith: Yea
Mr. Scotty Hendricks Jr.: Yea
Mr. Ryan Strain: Yea

Yea: 5, Nay: 0

B. Farmington Playground Project

Motion passed: I move to approve the proposal from Miracle of Kentucky and Tennessee in the amount of \$296,584 for the purchase and installation of an on-campus playground at Farmington Elementary School, passed with a motion by Mr. Brian Curry and a second by Mr. Andy Ellis.



Mr. Brian Curry: Yea
Mr. Andy Ellis: Yea
Mrs. Angela Griffith: Yea
Mr. Scotty Hendricks Jr.: Yea
Mr. Ryan Strain: Yea
Yea: 5, Nay: 0

C. Riverdale Middle School Construction Bid #FY2025-004

Motion passed: I move to approve GMSD bid number FY2025-004 in the amount of \$194,026 for the Riverdale Middle School Construction Project and award the bid to Grinder, Taber, Grinder, Inc., passed with a motion by Mr. Andy Ellis and a second by Mr. Ryan Strain.

Mr. Brian Curry: Yea
Mr. Andy Ellis: Yea
Mrs. Angela Griffith: Yea
Mr. Scotty Hendricks Jr.: Yea
Mr. Ryan Strain: Yea
Yea: 5, Nay: 0

11. Announcements

Chair Griffith announced that the Houston High Theater department had been nominated and will participate in the upcoming High School Musical Theater Awards downtown at the Orpheum. In addition, some teams including the men's varsity soccer team with our student board representative Jack Boccer are still competing at the state level so be sure to cheer them on.

12. Adjournment

The meeting was adjourned with consensus at 7:46 p.m.

Chairperson

Date

Superintendent

Date



GMSD BUDGET

OTHER FUNDS
SECOND READING
JUNE 17, 2025

FY 26



GMSD

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.

ABOUT GMSD

Germantown Municipal School District (GMSD) serves more than 5,900 students across seven schools in Germantown, Tennessee. Known for academic excellence, strong parent involvement, and a focus on the whole child, GMSD includes three elementary schools (K-5), one K-8 school, one middle school (6-8), one high school (9-12), and an online learning academy. Since launching in 2014, the district has consistently ranked among the top public school systems in the state.

INVESTED IN WHAT MATTERS

This year's budget represents more than operational needs—it's a commitment to the bold goals in our Strategic Plan, from narrowing achievement gaps to recruiting and retaining top talent.

Over 75% of our budget is invested in people—because research tells us an effective teacher is the most impactful factor in student success. This plan reflects that priority.

BUDGET REPORT

Angela Griffith, Chairman
Ryan Strain, Vice Chairman
Scotty Hendricks Jr., Member
Brian Curry, Member
Andy Ellis, Member

Jason Manuel, Superintendent
Josh Cathey, Deputy Superintendent
Missy Abel, Assistant Superintendent
Teaching Learning, and Assessment
Chauncey Bland, Assistant
Superintendent Student Services
Sarah Huffman, Assistant
Superintendent Exception Student
Education
Kevin Jones, Chief Financial Officer
Elissa Stratton, Assistant
Superintendent Human Resources
Kate Crowder, Communications
Supervisor



CONTENTS

OTHER FUNDS

4

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

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FEDERAL PROJECTS EXPENDITURES

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

18

SCHOOL NUTRITION

37

CAPITAL IMPROVEMENTS

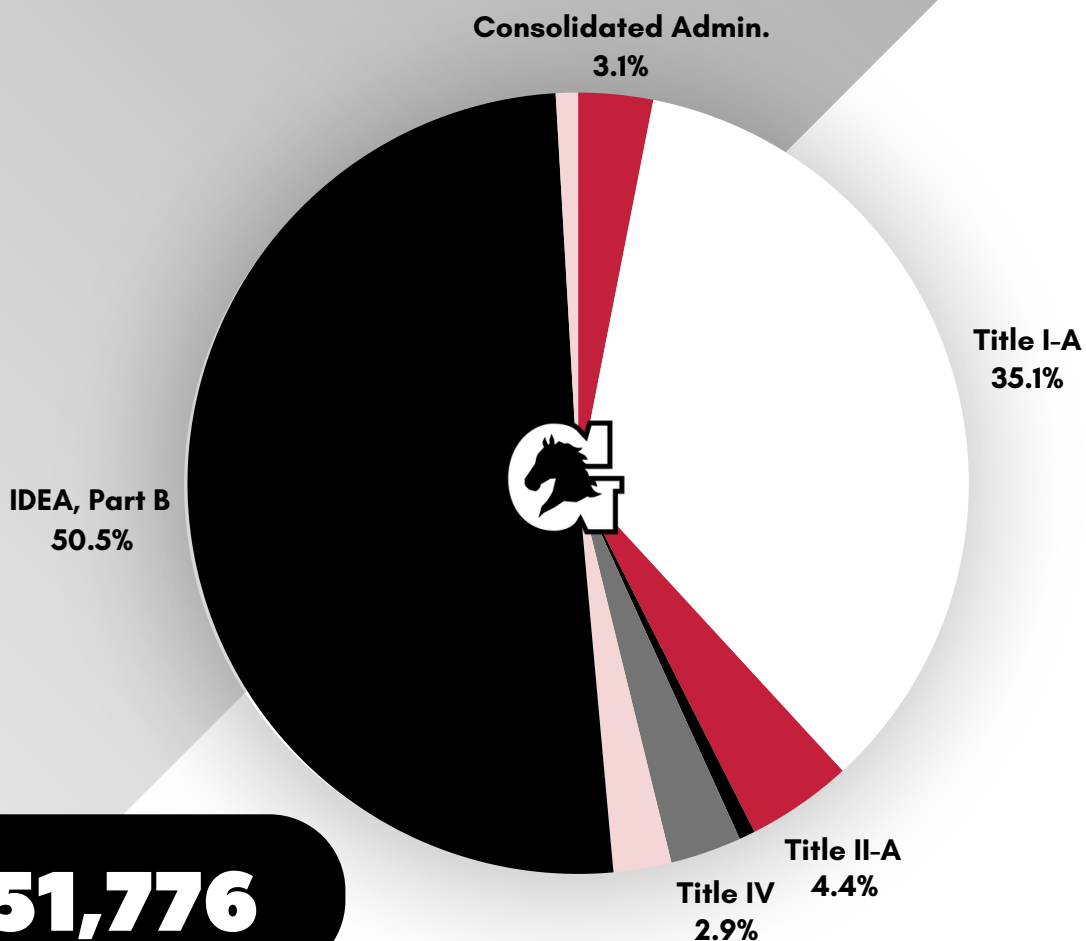
45

HEALTH INSURANCE

60

OPEB TRUST

FEDERAL PROJECTS REVENUES



\$ 2,551,776

SUBCATEGORIES

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

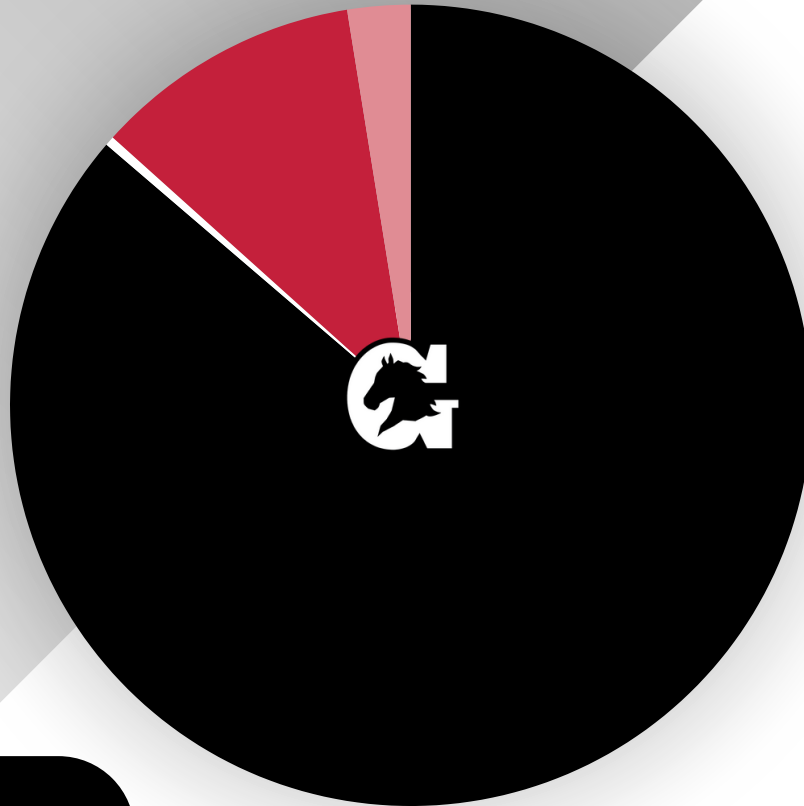
FEDERAL PROJECTS REVENUES

<u>Program</u>	<u>Description</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
010	Consolidated Admin.	78,700	76,100	76,296
100	Title I-A	895,174	845,174	264,981
200	Title II-A	111,826	112,225	115,913
300	Title III	16,970	16,667	12,197
400	Title IV	75,266	113,630	60,528
800	Carl Perkins Basic	61,175	62,193	53,780
900	IDEA, Part B	1,289,182	1,264,023	970,665
910	IDEA, Preschool	23,483	23,113	20,665
FEDERAL PROJECTS REVENUES TOTAL:		2,551,776	2,513,125	1,575,025

Title I-A provides funding for children from low-income families. This funding is allocated based on census poverty estimates. Annual IDEA funding also supports special education programs to meet the needs of children with disabilities.

CONSOLIDATED ADMINISTRATION

Inservice/Staff Development
10.8%



\$ 78,700

Salaries & Fringes Subtotal for 72210 :
86.3%

OVERVIEW

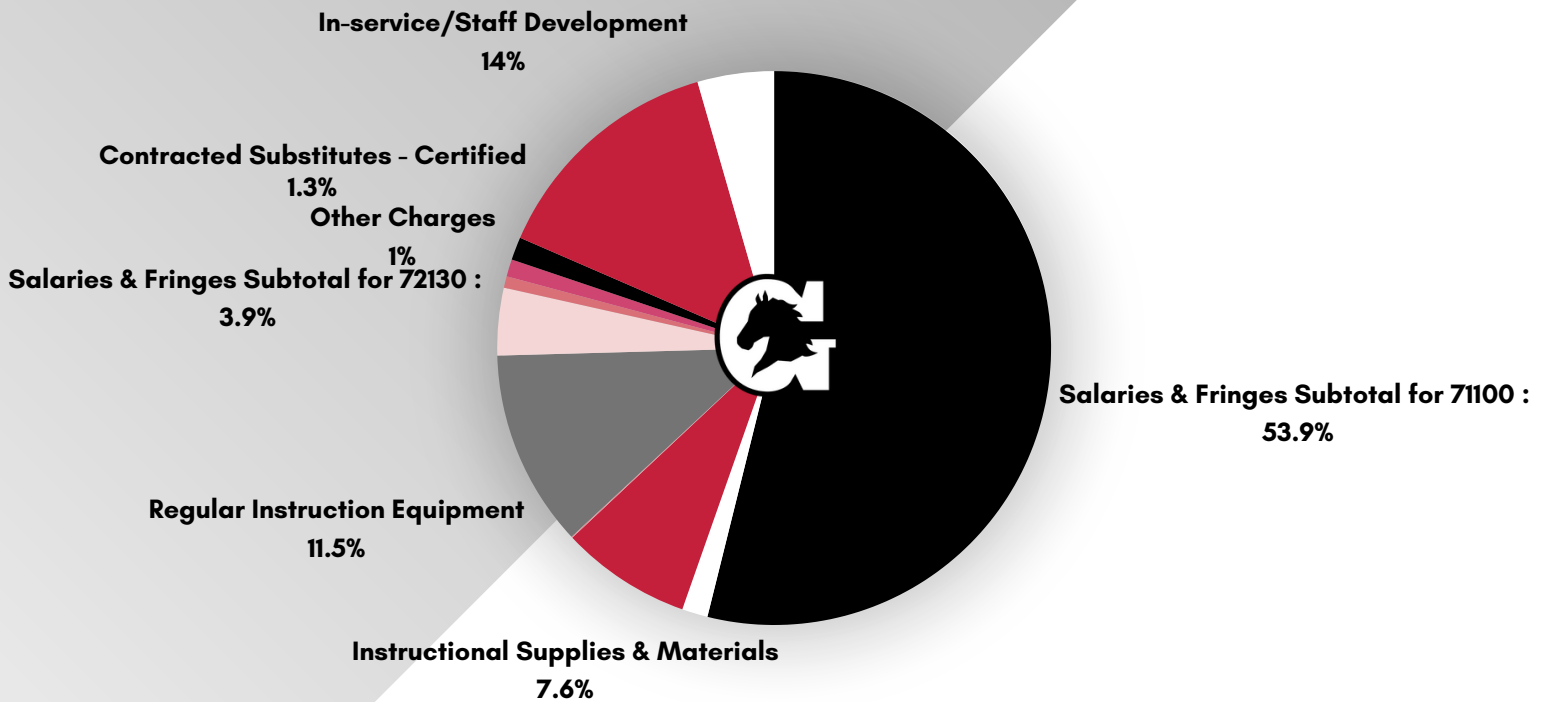
Consolidated Administration funds are utilized to administer Elementary and Secondary Education Act (ESEA) programs which provide services for children, teachers, principals, other instructional staff, and parents. These resources are also used to ensure compliance with all applicable statutes, regulations,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



CONSOLIDATED ADMIN

<u>Fund</u>	<u>Description</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
Support: Regular Instruction (72210)				
189	Other Salaries & Wages (0.5 FTE)	55,235	53,622	52,060
201	Social Security	3,606	3,500	3,060
204	State Retirement	4,000	4,000	3,545
206	Life Insurance	76	76	79
207	Medical Insurance	4,130	4,130	4,127
212	Medicare	850	800	716
	Salaries & Fringes Subtotal for 72210 :	67,897	66,128	63,587
499	Other Supplies and Materials	300	500	-
524	Inservice/Staff Development	8,503	6,472	6,371
790	Other Equipment			-
Transfers Out (99100)				
504	Indirect Costs	2,000	3,000	6,338
	CONSOLIDATED ADMIN TOTAL:	78,700	76,100	76,296

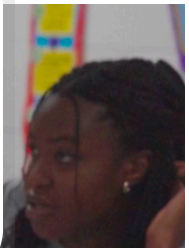
TITLE I-A



\$ 895,174

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.



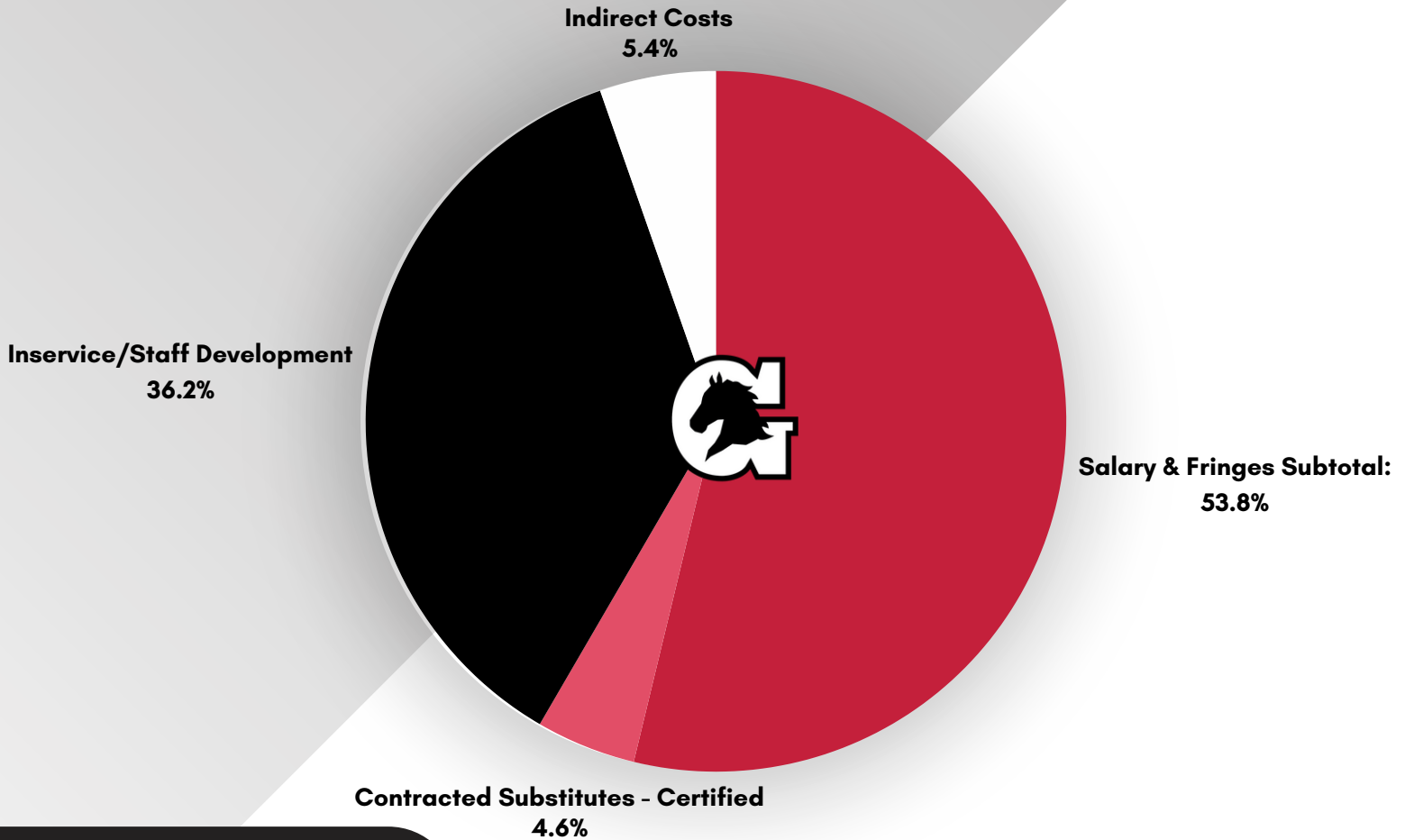
TITLE I-A

<u>Fund</u>	<u>Description</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
Regular Instruction (71100)				
116	Teachers	246,600	195,500	125,725
189	Other Salaries & Wages	148,797	214,920	8,420
201	Social Security	24,775	26,810	7,670
204	State Retirement	27,560	37,060	10,606
206	Life Insurance	400	400	186
207	Medical Insurance	28,430	16,000	15,719
212	Medicare	6,293	6,370	1,794
	Salaries & Fringes Subtotal for 71100 :	482,855	497,060	170,120
311	Contracts with Other School Systems			-
399	Other Contracted Services (71100)	-	13,500	-
429	Instructional Supplies & Materials	68,250	28,135	46,650
499	Other Supplies & Materials (71100)	600	600	-
722	Regular Instruction Equipment	103,091	51,200	9,275

TITLE I-A

<u>Fund</u>	<u>Description</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
Other Student Support (72130)				
189	Other Salaries & Wages	28,000	35,000	-
201	Social Security	2,865	3000	-
204	Retirement	3,813	3,800	-
212	Medicare	590	600	-
	Salaries & Fringes Subtotal for 72130 :	35,268	42,400	-
471	Software	6,000	-	-
599	Other Charges	9,041	8,982	465
Support: Regular Instruction (72210)				
189	Other Salaries & Wages	10,500	-	-
201	Social Security	660	-	-
204	Retirement	1,116	-	-
212	Medicare	152	-	-
369	Contracted Substitutes - Certified	12,000	36,195	839
399	Other Contracted Services			-
499	Other Supplies & Materials (72210)	-	-	-
524	In-service/Staff Development	125,641	167,002	16,390
790	Other Equipment			-
Transfers Out (99100)				
504	Indirect Costs	40,000	100	21,242
	TITLE I-A TOTAL:	895,174	845,174	264,981

TITLE II-A



\$ 111,826

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.

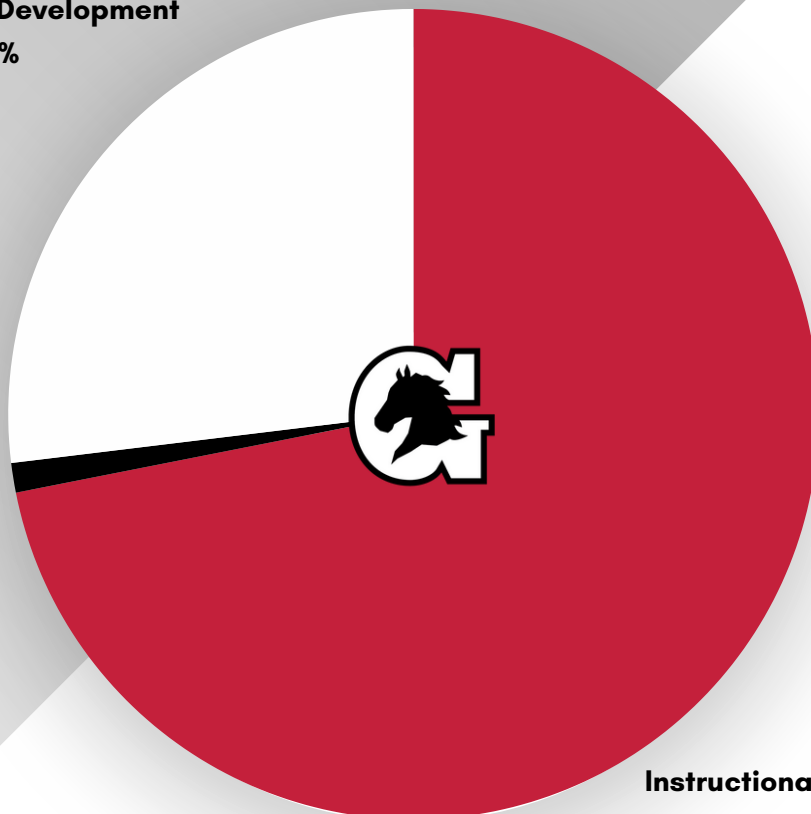
TITLE II-A

<u>Fund</u>	<u>Description</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
Support: Regular Instruction (72210)				
189	Other Salaries & Wages	49,556	46,556	44,531
201	Social Security	3,100	2,900	2,595
204	State Retirement	3,380	3,200	3,050
206	Life Insurance	60	60	60
207	Medical Insurance	3,310	3,310	3,302
212	Medicare	725	700	607
	Salary & Fringes Subtotal:	60,131	56,726	54,145
369	Contracted Substitutes - Certified	5,160	5,160	387
524	Inservice/Staff Development	40,535	44,339	51,752
Transfers Out (99100)				
504	Indirect Costs	6,000	6,000	9,629
	TITLE II-A TOTAL:	111,826	112,225	115,913

TITLE III

Inservice/Staff Development
26.9%

Other Supplies & Materials
1.2%

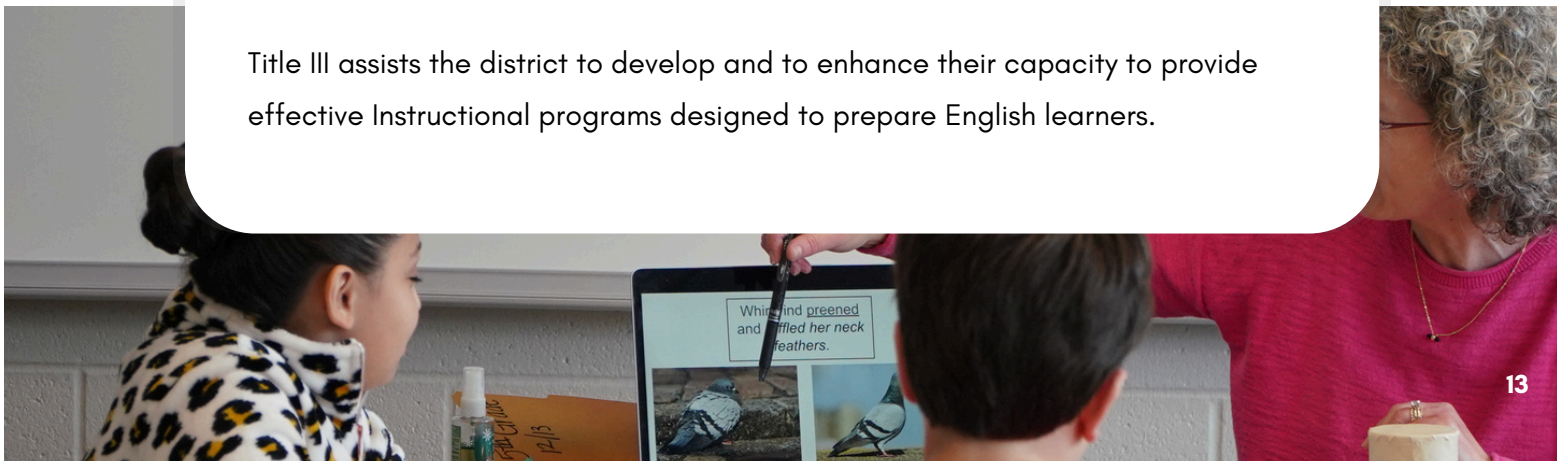


Instructional Supplies & Materials
71.9%

\$ 16,970

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

<u>Fund</u>	<u>Description</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
Regular Instruction (71100)				
429	Instructional Supplies & Materials	12,201	11,898	11,887
Other Student Support (72130)				
499	Other Supplies & Materials	200	200	160
Support: Regular Instruction (72210)				
524	Inservice/Staff Development	4,569	4,569	150
TITLE III TOTAL:		16,970	16,667	12,197

Students in GMSD bring global flavor to the classroom, speaking more than 40 different languages across the district.



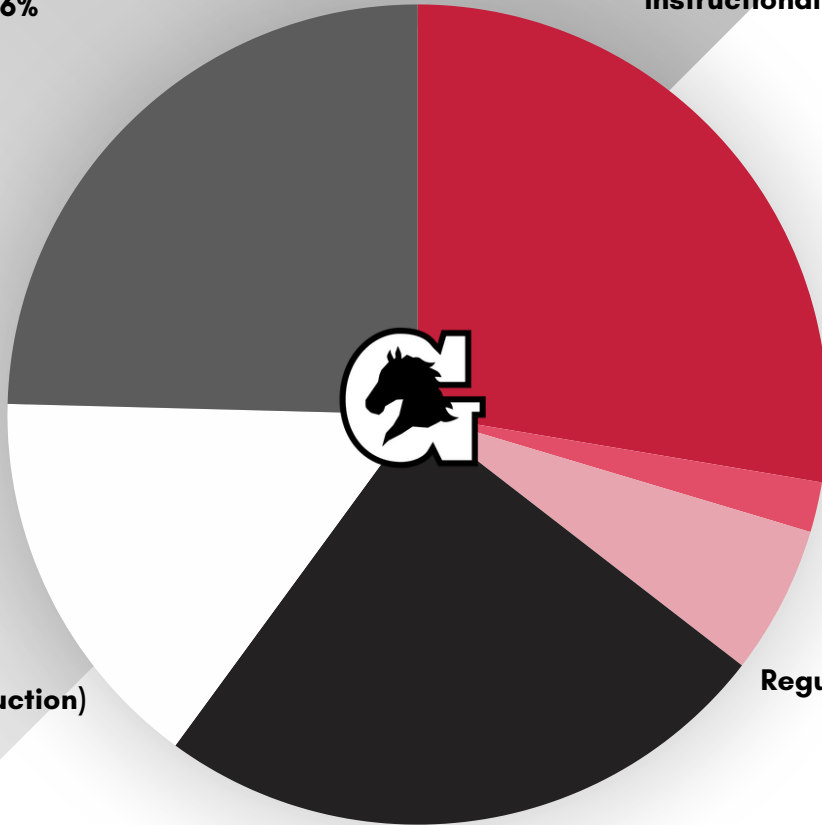
TITLE IV

Inservice/Staff Development (Ed Tech)

24.6%

Instructional Supplies & Materials

27.6%



Inservice/Staff Development (Instruction)

15.4%

Other Supplies & Materials

2%

Regular Instruction Equipment

5.9%

Other Supplies & Materials

24.6%

\$75,266

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 to improve the digital literacy of all students.

TITLE IV

<u>Fund</u>	<u>Description</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
Regular Instruction (71100)				
169	Part-Time Personnel	-	30,000	-
201	Social Security	-	1,900	-
204	State Retirement	-	3,200	-
212	Medicare	-	500	-
	Salary & Fringes Subtotal:	-	35,600	-
429	Instructional Supplies & Materials	18,000	11,200	11,867
499	Other Supplies & Materials	1,286	5,871	9,763
722	Regular Instruction Equipment	3,813	8,589	6,355



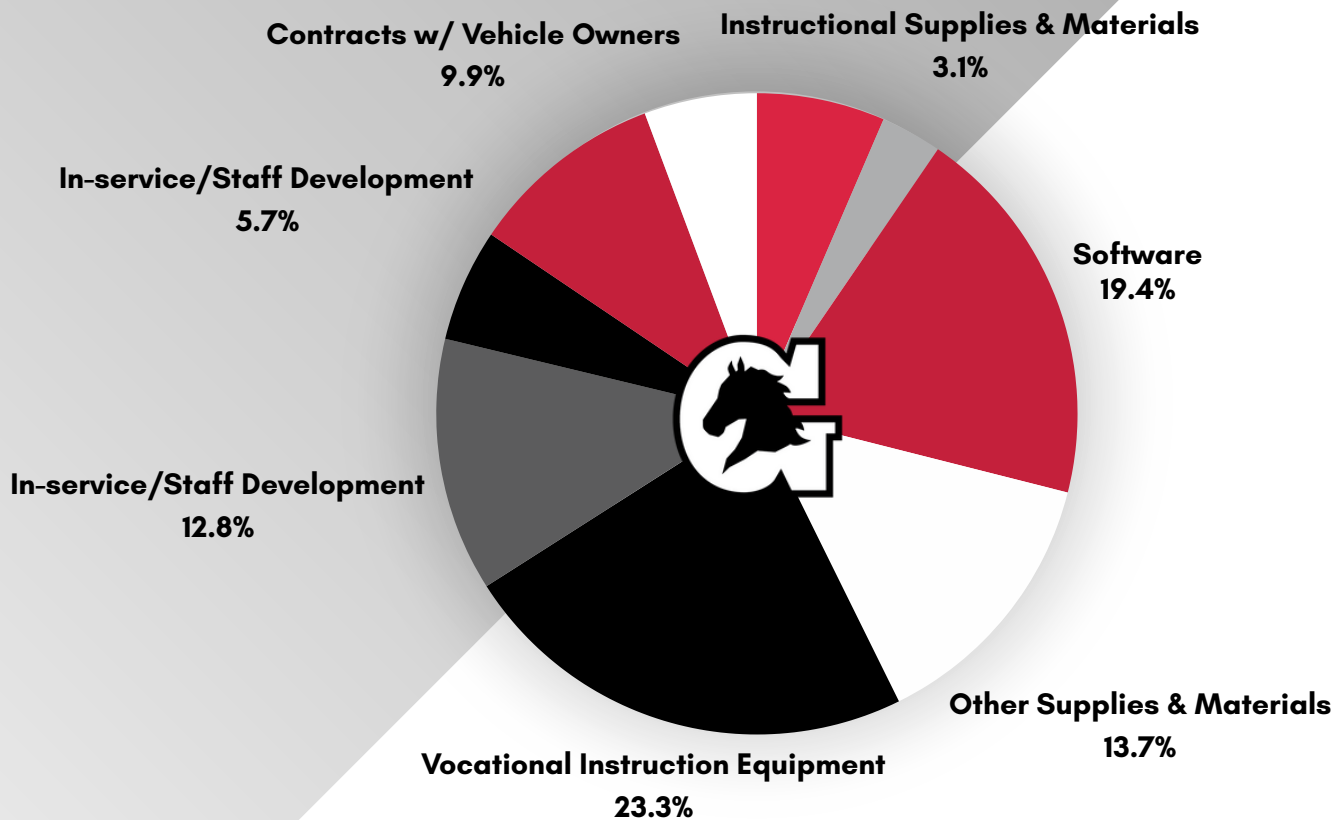
Title IV funds a variety of programs including art instruction, digital theatre, and musical instruments.

TITLE IV

<u>Fund</u>	<u>Description</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
Health Services (72120)				
399	Other Contracted Services	5,000	-	-
499	Other Supplies & Materials	16,000	18,950	-
Support: Regular Instruction (72210)				
369	Contracted Substitutes - Certified	5,160	-	-
524	Inservice/Staff Development	10,000	11,850	29,567
790	Other Equipment	-	-	476
Education Technology (72250)				
524	Inservice/Staff Development	16,007	21,000	-
Transfers Out (99100)				
504	Indirect Costs	-	570	2,500
TITLE IV TOTAL:		75,266	113,630	60,528

Title IV also funds school health initiatives such as suicide prevention, nursing supplies, and professional development for the lead nurse, lead PE teacher, social workers, and school counselors.

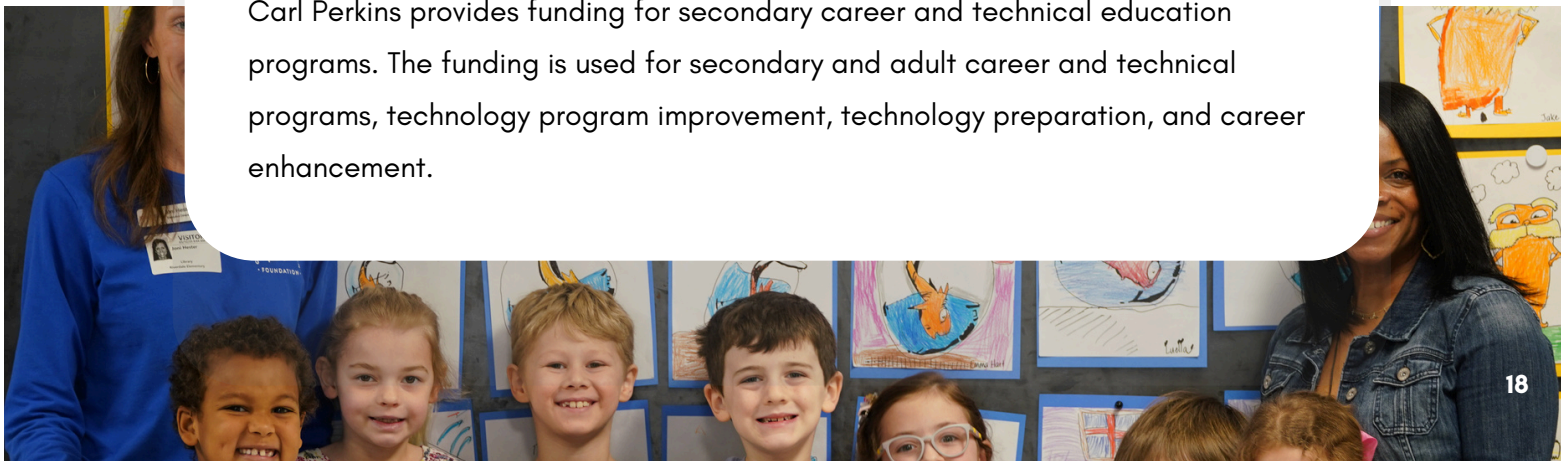
CARL PERKINS BASIC



\$ 61,175

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.

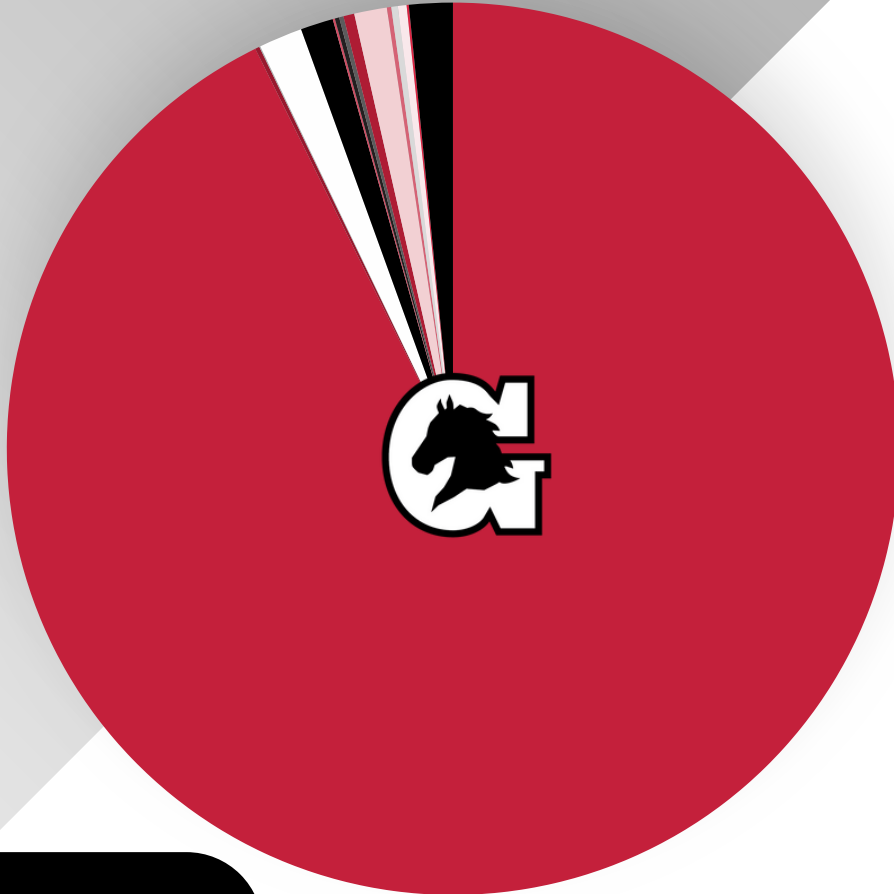


CARL PERKINS BASIC

<u>Fund</u>	<u>Description</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
Vocational Instruction (71300)				
369	Contracted Substitutes - Certified	4,193	5,000	-
429	Instructional Supplies & Materials	2,000	2,000	19,255
471	Software	12,582	16,754	
499	Other Supplies & Materials	8,918	10,000	9,280
730	Vocational Instruction Equipment	15,095	-	-
Other Student Support (72130)				
355	Travel	-	-	4,800
399	Other Contracted Services	-	-	-
524	In-service/Staff Development	8,300	10,000	18,000
Support: Vocational Education (72230)				
524	In-service/Staff Development	3,687	6,000	-
790	Other Equipment	-	-	2,445
Transportation (72710)				
315	Contracts w/ Vehicle Owners	6,400	12,439	
Transfers Out (99100)				
504	Indirect Costs	-	-	-
CARL PERKINS BASIC TOTAL:		61,175	62,193	53,780

IDEA PART B

Other Contracted Services
1.6%



\$1,289,182

Salaries & Fringes Subtotal for 71200 :
92.7%

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

<u>Fund</u>	<u>Description</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
Special Education (71200)				
116	Teachers (2 FTEs)	151,000	130,229	142,119
163	Educational Assistants (20 FTEs)	604,719	673,805	480,057
188	Instructional Responsibility	75,000	500	2,233
201	Social Security	57,294	57,294	35,432
204	State Retirement	87,435	87,435	48,978
206	Life Insurance	8,769	8,769	925
207	Medical Insurance	176,000	141,800	74,091
212	Medicare	13,306	13,306	8,286
	Salaries & Fringes Subtotal for 71200 :	1,173,523	1,113,138	792,121
312	Contracts with Private Agencies	20,159	5,000	60,069
369	Contracts for Substitute Teachers - Certified	2,000	2,000	3,160
370	Contracts for Substitute Teachers - Non-certified	500	2,000	-
399	Other Contracted Services	20,000	55,000	841
429	Instructional Supplies & Materials	15,000	15,000	30,019
499	Other Supplies & Materials	1,000	9,678	6,475
725	SPED Equipment	2,000	10,000	6,455

The Exceptional Student Education (ESE) Department facilitates opportunities for students ages 3 through 22 with an educational disability,

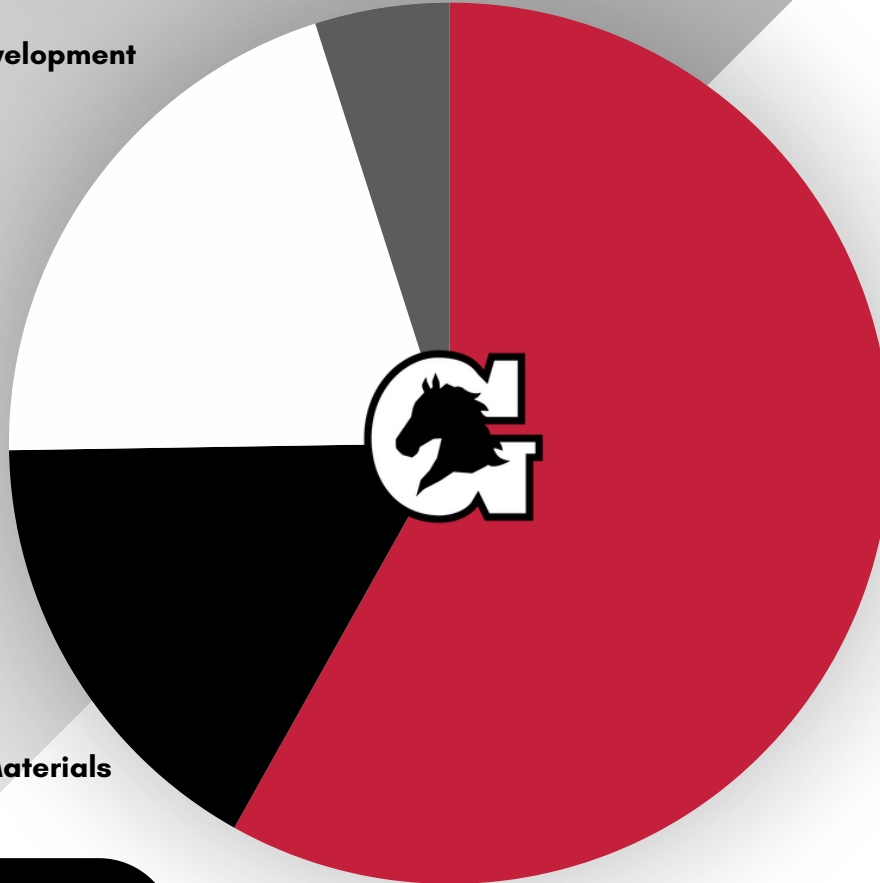
IDEA-B

<u>Fund</u>	<u>Description</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
SPED Support (72220)				
312	Contracts with Private Agencies	2,000	8,600	-
322	Evaluation & Testing	5,000	3,000	14,369
355	Travel	-	-	-
499	Other Supplies & Materials	3,000	-	-
524	Inservice/Staff Development	10,000	2,107	20,711
599	Other Charges	7,000	500	4,857
Transportation (72710)				
338	Maintenance and Repairs - Vehicles	3,000	3,000	-
425	Gasoline	4,000	4,000	1,362
511	Vehicle Insurance	1,000	1,000	226
729	Transportation Equipment	-	-	-
Transfers Out (99100)				
504	Indirect Costs	20,000	30,000	30,000
IDEA-B TOTAL:		1,289,182	1,264,023	970,665

IDEA PRESCHOOL

Indirect Costs
4.9%

Inservice/Staff Development
20.3%



Contracts with Private Agencies
58.1%

Instructional Supplies & Materials
16.6%

\$23,483

OVERVIEW

Federal funds provided for special education services to preschool students.



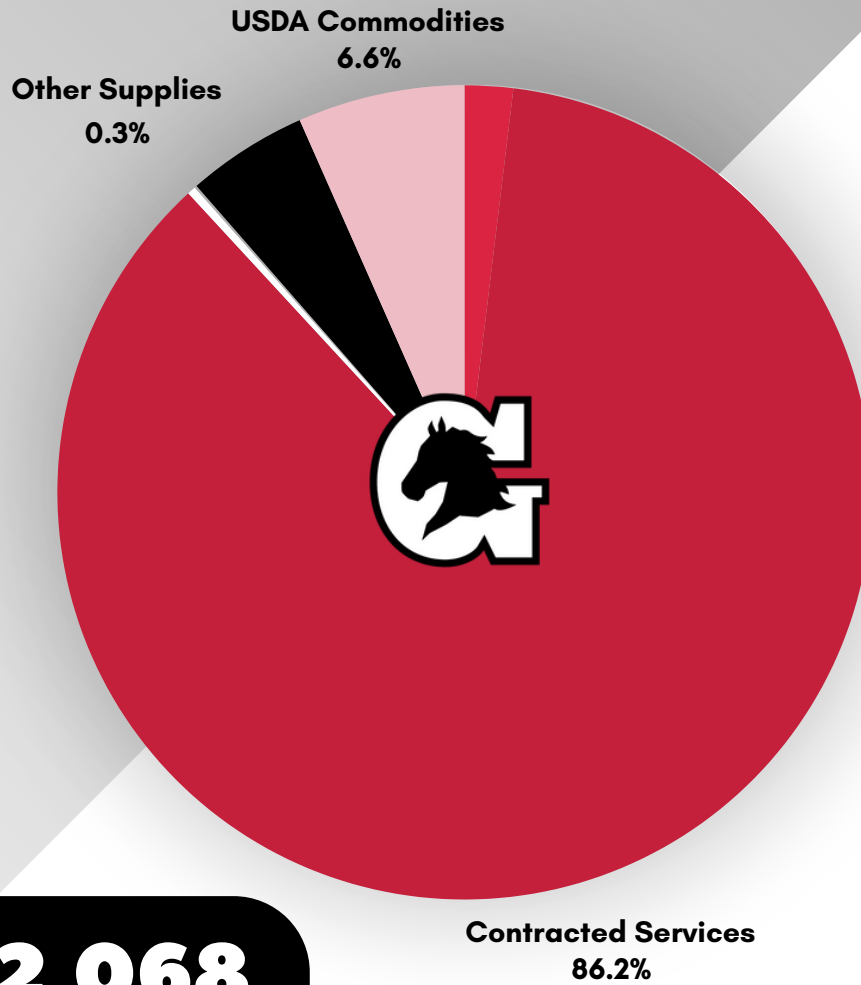
IDEA- PRESCHOOL

<u>Fund</u>	<u>Description</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
Special Education (71200)				
399	Other Contracted Services	13,650	514	285
429	Instructional Supplies & Materials	3,903	17,039	15,000
725	Special Education Equipment	-	-	-
Support: Special Education (72220)				
524	Inservice/Staff Development	4,772	4,772	4,592
Transfers Out (99100)				
504	Indirect Costs	1,158	788	788
IDEA- PRESCHOOL TOTAL:		23,483	23,113	20,665



GMSD currently has eight early childhood preschool programs located in four elementary schools that serve students identified with disabilities, ages 3 - 5.

SCHOOL NUTRITION



\$ 2,082,068

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 2026</u> <u>Budget</u>	<u>FY 2025</u> <u>Budget</u>	<u>FY 2024</u> <u>Actual</u>
43521	Lunch Income- Children	815,560	832,642	798,478
43522	Lunch Income- Adults	16,879	23,969	9,789
43523	Breakfast Income	48,846	48,531	49,161
43525	Ala Carte Sales	679,974	774,762	585,185
47111	USDA Lunch	396,530	389,263	403,797
47113	USDA Breakfast	45,650	44,600	46,699
47112	USDA Commodities	138,074	122,889	153,258
47121	Miscellaneous - Other Revenue - Catering	7,296	6,500	8,091
47590	Other Federal Through State	60,729	26,162	95,295
	Transfers In			-
	Reserves	-	-	-
	TOTAL NUTRITION REVENUES:	2,209,536	2,269,318	2,149,753

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

SCHOOL NUTRITION

EXPENDITURES

<u>Acct</u>	<u>Description</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
336	Maintenance & Repairs - Equipment	40,000	40,000	45,606
399	Contracted Services	1,794,994	1,984,919	1,605,069
499	Other Supplies	7,000	7,000	2,161
524	In-service/Staff development	2,000	2,000	628
707	Building Improvements	-	-	125,467
710	Equipment	100,000	100,000	188,434
469	USDA Commodities	138,074	122,889	153,258
	TOTAL NUTRITION EXPENDITURES:	2,082,068	2,256,808	2,120,623
	CHANGE IN CAFETERIA FUND BALANCE:	127,468	12,510	29,130

Includes expected contracted service to food service management company.

CAPITAL IMPROVEMENTS



\$3,000,000

Building Improvements
100%

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

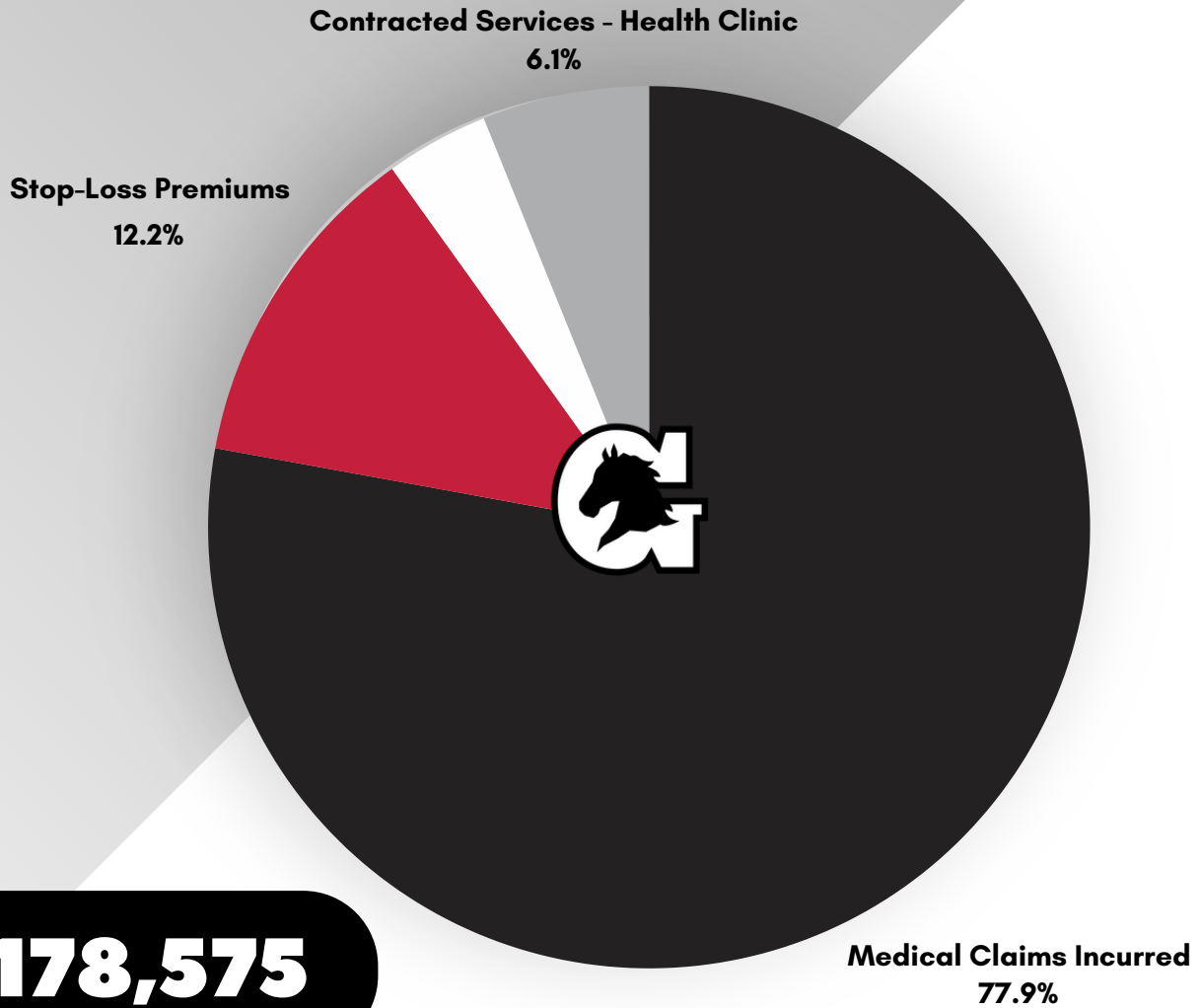
REVENUES

<u>Acct</u>	<u>Description</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
44190	County Commission	2,500,000	2,500,000	2,800,861
39000	Reserves	500,000	2,065,657	
	TOTAL CAPITAL IMPROV. REVENUE:	3,000,000	4,565,657	2,800,861

EXPENDITURES

<u>Acct</u>	<u>Description</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Budget</u>	<u>FY 2023 Actual</u>
304	Architects	-	-	-
706	Building Construction	-	-	139,627
707	Building Improvements	3,000,000	4,565,657	252,514
790	Other Equipment	-	-	-
	TOTAL CAPITAL IMPROV. EXPENDITURES:	3,000,000	4,565,657	392,141
	CHANGE IN CAPITAL IMPROVEMENT FUND BALANCE:	-	-	2,408,720

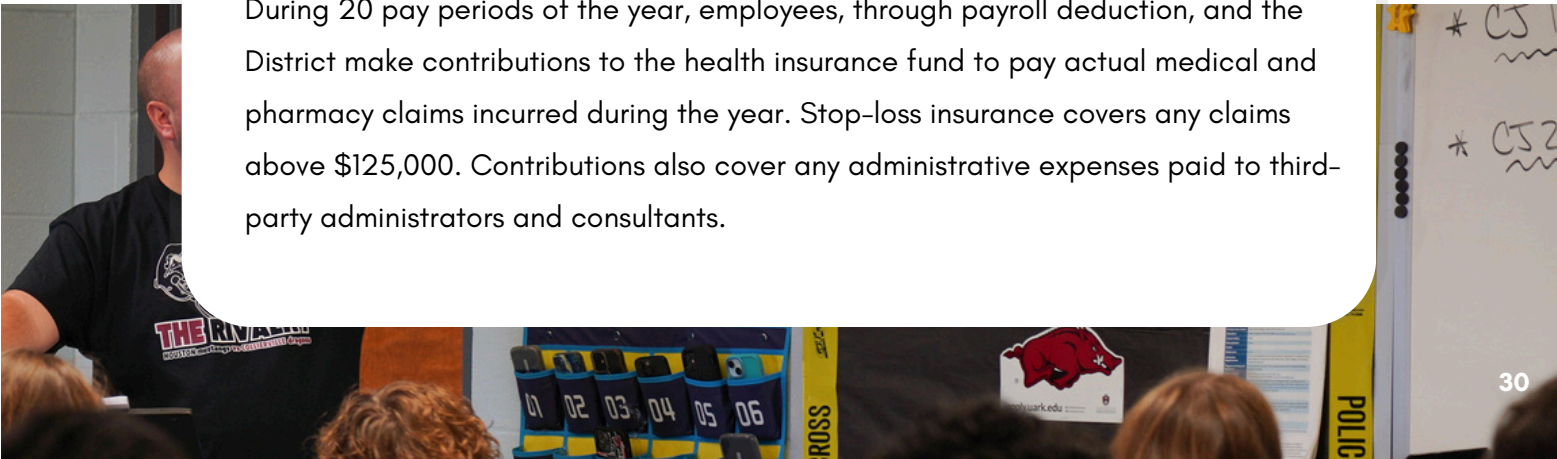
HEALTH INSURANCE



\$8,178,575

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

<u>Acct</u>	<u>Description</u>	FY 2026 <u>Budget</u>	FY 2025 <u>Budget</u>	FY 2024 <u>Actual</u>
42000	Employee Contributions	2,203,215	2,028,640	2,006,933
42100	Employer Contributions	4,675,360	3,731,200	5,362,832
42500	COBRA payments	0	0	0
42900	Other Income	100,000	160,000	160,912
44110	Interest income	0	0	32,375
	Reserves	1,200,000	1,280,160	0
TOTAL HEALTH INSURANCE FUND REVENUES:		8,178,575	7,200,000	7,563,052

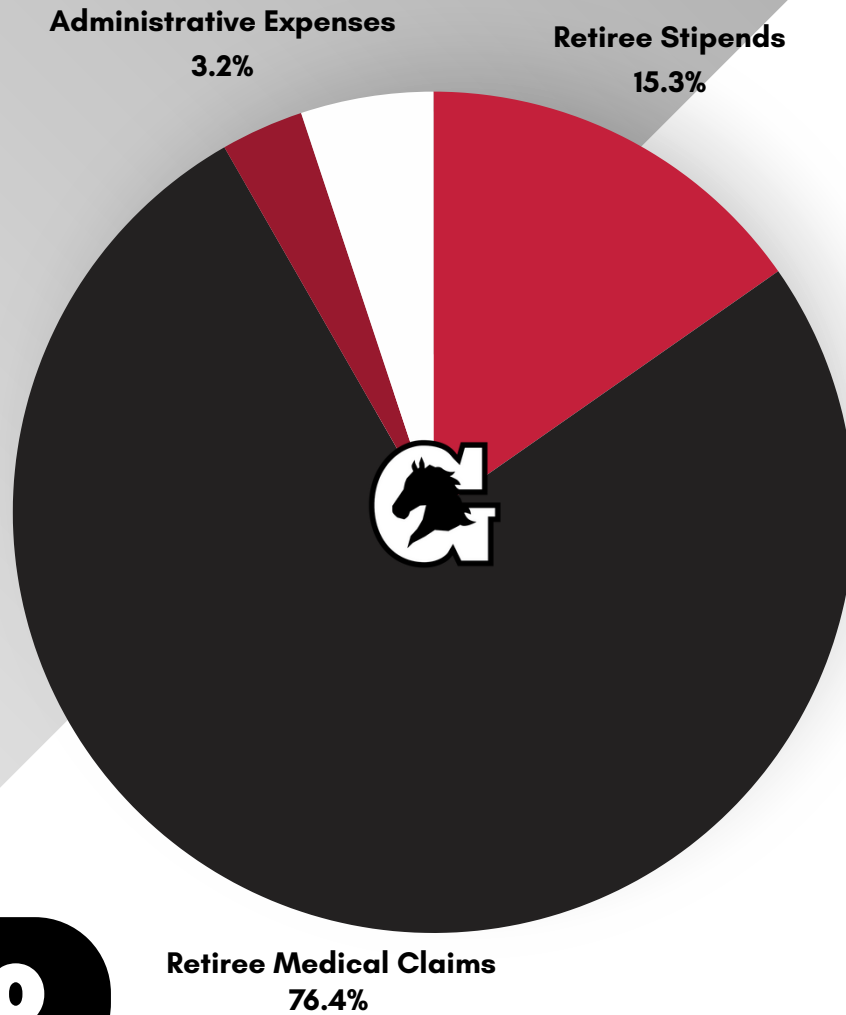
EXPENDITURES

<u>Acct</u>	<u>Description</u>	FY 2026 <u>Budget</u>	FY 2025 <u>Budget</u>	FY 2024 <u>Actual</u>
280	Medical Claims Incurred	6,226,575	5,500,000	6,455,923
281	Stop-Loss Premiums	1,100,000	900,000	844,150
282	Administrative Expenses	312,000	300,000	302,003
399	Contracted Services - Health Clinic	540,000	500,000	449,617
TOTAL HEALTH INSURANCE FUND EXPENDITURES:		8,178,575	7,200,000	8,051,693

CHANGE IN HEALTH INSURANCE FUND BALANCE:	0	0	-488,641
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Includes employees' and the District's contributions for health insurance. Other income includes pharmacy rebates. Includes claims expense for medical and pharmacy, stop loss premiums, and third-party administrative expenses.

OPEB TRUST



\$785,000

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 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
42100	Employer Contributions	547,000	755,000	555,908
42200	Retiree Contributions	96,000	80,000	96,000
44110	Investment Income	75,000	75,000	127,973
44111	Unrealized and Realized Gain/Loss on Investment	318,000	318,000	424,016
	TOTAL OPEB TRUST FUND REVENUES:	1,036,000	1,228,000	1,203,897

EXPENDITURES

<u>Acct</u>	<u>Description</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Actual</u>
280	Retiree Stipends	120,000	110,000	106,500
281	Retiree Medical Claims	600,000	600,000	515,510
282	Administrative Expenses	25,000	25,000	20,850
283	Health and Life Insurance Premiums	40,000	50,000	28,476
	TOTAL OPEB TRUST FUND EXPENDITURES:	785,000	785,000	671,336
	CHANGE IN OPEB TRUST FUND BALANCE:	251,000	443,000	532,561

Includes district-paid health and life insurance benefits for retirees, retiree contributions from TCRS, a 6% assumed investment return, medical and pharmacy claims, retiree health stipends, insurance premiums, and third-party admin costs.



Germantown Municipal School District Budget Amendment

Fiscal Year: 2024 - 2025

Amendment # 28

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
141-72310-207	Medical Insurance	708,000	1,000,000	410,000	2,118,000
263-79100-280	Health Insurance Claims	5,500,000	1,000,000	300,000	6,800,000
263-79100-281	Stop Loss Premiums	900,000	-	110,000	1,010,000
263-42100	Employer Contributions	3,731,200	1,000,000	410,000	5,141,200

REASON FOR AMENDMENT:

To fund additional board contribution to health insurance fund for claims and stop loss insurance.

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: 2025-2026

Amendment # 1

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
141-71100-116	Teachers	24,954,979		780,000	25,734,979
141-71150	Alternative Education Program	333,772		6,960	340,732
141-71200	Special Education Program	6,461,904	-	125,280	6,587,184
142-71300-116	Teachers	1,169,488	-	37,120	1,206,608
141-72130-123	Guidance Personnel	1,442,779		44,080	1,486,859
141-72210	Regular Instruction Support	3,276,486		65,152	3,341,638
141-72220	Special Education Support	2,411,944		18,560	2,430,504

REASON FOR AMENDMENT:

Recognizing Educator Bonus Funds from the State of Tennessee.

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

Monitoring: Review: Annually	Descriptor Term: Notification of Meetings	Descriptor Code: 1.402	Issued Date: 06/**/25 06/07/22 12/02/13
		Rescinds:	Issued:

1 The Board shall ensure adequate public notice of all regular meetings by publishing a complete
 2 schedule for the entire school year. This schedule shall be posted ~~in the central office, each school,~~
 3 ~~and~~ on the **GMSD school system's** website ~~and sent to the President of the local education~~
 4 ~~association.~~

5 In the event of a special Board meeting, notice shall be provided at least **forty-eight (48) hours** ~~twenty-~~
 6 ~~four (24) hours~~ prior to the meeting and shall be posted **on the GMSD website.** ~~in the same locations~~
 7 ~~and in the same manner as regular Board meetings.~~ All notices of special Board meetings shall state
 8 the time, place and purpose of the meeting.

9 The only exception permitted is in case of emergency, defined for this policy as “a sudden, generally
 10 unexpected occurrence or set of circumstances demanding immediate action.” In such exceptions,
 11 notice shall be **posted on the GMSD website as soon as is practical after the decision is made to hold**
 12 **the emergency meeting.** ~~given to all appropriate parties as is practical.~~

Legal References

- T.C.A. § 8-44-103
- T.C.A. § 8-44-110**
- T.C.A. § 49-2-202

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Charter Schools	Descriptor Code: 1.704	Issued Date: 06/**/25 09/26/23 10/25/22
		Rescinds: 1.704	Issued: 05/17/21

1 A charter school shall be a public, nonsectarian, non-religious school which operates within a public
2 school district under the terms of a charter agreement and in accordance with Tennessee law. It shall be
3 subject to all state and federal laws and constitutional provisions prohibiting discrimination on the basis
4 of disability, race, creed, color, gender, national origin, religion, ancestry or need for special education
5 services. A charter school shall not exclude students from enrollment based on race, color, ethnicity,
6 national origin, religion, income level, disability, proficiency in the English language, or academic
7 ability.

8 A Sponsor of a charter school under Tennessee law means a proposed governing body filing an
9 application for the establishment of a public charter school that:

- 10 a) Is not a for-profit entity; nonpublic school as defined by T.C.A. 49-6-3001; other private,
11 religious, or church school; or postsecondary institution not regionally accredited; and
- 12 b) Does not promote the agendas of any religious denomination or religiously affiliated entity.

13 APPLICATION PROCESS

14 A prospective charter school sponsor shall send the GMSD Superintendent and the Tennessee **Public**
15 **Charter School Commission** ~~Department of Education (TDOE)~~ notice of its intent of its plan to submit
16 an application to operate a charter school sixty (60) calendar days prior to February 1 of the year
17 preceding the year in which the proposed charter school plans to begin operation as a public charter
18 school. The letter of intent shall be completed on the form provided by the TDOE. Failure to submit a
19 letter of intent to **the Tennessee Public Charter School Commission** ~~both the TDOE~~ and the GMSD
20 Superintendent by the aforementioned deadline shall exclude a charter school sponsor from submitting
21 an application for that application cycle.

22 The **GMSD** Superintendent/designee shall determine whether the sponsor has selected the correct
23 application category within ten (10) business days of receiving the intent letter and notify the sponsor
24 within five (5) business days of a determination that the incorrect application category has been selected.

25 One (1) original, four (4) copies and one (1) electronic version of the **initial state charter school**
26 application must be received by the GMSD Superintendent on or before 11:59 p.m., central time, on
27 February 1 of the year preceding the year in which the proposed charter school plans to begin operation
28 as a charter school. **The prospective charter school sponsor must use the application form provided by**

1 the TDOE. The TDOE and the Tennessee Public Charter School Commission must receive one (1) copy
2 of the application on or before 11:59 p.m., central time, on February 1 of the year preceding the year in
3 which the proposed charter school plans to begin operation as a charter school. Applications will be
4 accepted only between January 1 and February 1. If the 1st of February falls on a Saturday, Sunday, or
5 holiday on which the school district offices are closed, applications will be accepted on the next business
6 day on or before 11:59 p.m. Late applications will not be accepted. Each charter school application
7 must be accompanied by a cashier's check in the amount of Twenty-Five Hundred Dollars (\$2500), per
8 proposed school, as an authorizer non-refundable application fee.

9 The Board shall determine whether an application is complete within ten (10) business days of receiving
10 the application and shall notify the sponsor within five (5) business days of the determination that the
11 application is determined to be incomplete.

12 If the application is approved, the charter school shall follow the GMSD policy regarding out-of-district
13 enrollment.

14 REVIEW TEAM

15 If necessary, the GMSD Superintendent shall appoint a charter school review team to assist the
16 Germantown Board of Education in reviewing and evaluating charter school applications and making
17 recommendations to the Germantown Board of Education.

18 The review team shall be comprised of persons with relevant academic, organizational, financial, and
19 legal expertise, as well as a thorough understanding of the essential principles of charter school autonomy
20 and accountability.

21 The charter school review team shall use the most current version of the TDOE "Tennessee Charter
22 School Application Scoring Criteria" for scoring each charter school application.

23 An application shall be considered complete if:

- 24 1. The application is submitted on the Department's state charter application form for that
25 application cycle;
- 26 2. The sponsor has completed all required sections of the application aligned to the category
27 indicated by the sponsor in its letter of intent and the application contains all required
28 attachments and signatures;
- 29 3. The application is submitted to the authorizer by the deadline specified; and
- 30 4. The application fee is submitted with the application.

31 If the charter application is determined to be incomplete due to the sponsor not meeting the requirements
32 of Sections 1 and 3 above, the GMSD Board shall not be required to review the application and the fee
33 shall be refunded to the charter school sponsor.

34 If the charter application is determined to be incomplete due to the sponsor not meeting the requirements
35 of Sections 2 or 4 above, the charter sponsor shall be provided the opportunity to address any deficiencies

1 and re-submit the application within five (5) business days after the notification from GMSD that the
2 application is incomplete. If the sponsor does not correct the deficiencies to meet the requirements of
3 Sections 2 or 4, by the deadline, the GMSD Board shall not be required to review the application and
4 any required application fee shall be refunded to the charter school sponsor.

5 Neither the GMSD charter school review team nor the Germantown Board of Education shall review or
6 formally act upon the application if:

7 a) The sponsor did not submit the letters of intent by the required due date;

8 b) The application is incomplete; and/or

9 c) The application and fee are not submitted to the GMSD Superintendent by “the filing
10 deadline”.

11 **APPROVAL OR DENIAL OF APPLICATION**

12 The Germantown Board of Education shall rule by resolution, at a regular or special called meeting, on
13 the approval or denial of a charter application within ninety (90) days of receipt of the completed
14 application or the application shall be deemed approved by law.

15 A cyber-based public charter school shall not be authorized.

16 No later than ten (10) days after the approval or denial of a charter school application, the Germantown
17 Board of Education shall report to the TDOE and the Tennessee Public Charter School Commission
18 whether the Germantown Board of Education approved or denied the application. The Germantown
19 Board of Education shall simultaneously provide the TDOE and the Tennessee Public Charter School
20 Commission with a copy of the aforementioned resolution setting forth the Germantown Board of
21 Education decision and the reasons for the Germantown Board of Education’s decision.

22 An approval by the Germantown Board of Education shall be accompanied by a written Agreement
23 which shall contain all components of the application. The Agreement shall be signed by the sponsor
24 and the Germantown Board of Education Executive Committee Members and the Agreement shall be
25 binding upon the governing body of the charter school. The term of the Agreement shall be ten (10)
26 academic years.

27 The Germantown Board of Education hereby adopts the Tennessee State Board of Education’s Quality
28 Charter Authorizing Standards.

29 Within ten (10) calendar days of the date of the decision to deny, the grounds upon which the
30 Germantown Board of Education based a decision to deny a charter school application must be stated in
31 writing, specifying objective reasons for the denial and the deadline by which the charter school sponsor
32 must submit an amended application.

33 Upon receipt of the grounds for denial, the sponsor shall have thirty (30) calendar days from receipt of
34 the grounds for denial, within which to submit an amended application to correct the deficiencies. The
35 Germantown Board of Education shall have sixty (60) calendar days from receipt of the amended

1 application, either to deny or to approve the amended application or the application shall be deemed
2 approved by law.

3 If the Germantown Board of Education fails to approve or deny the amended application within sixty
4 (60) calendar days from the receipt of the amended application, the amended application shall be deemed
5 approved. If the Germantown Board of Education denies the amended application, it shall provide to the
6 charter school sponsor the grounds upon which the Germantown Board of Education based the decision
7 to deny in writing within five (5) calendar days of the date of the decision to deny, specifying objective
8 reasons for the denial.

9 RENEWAL

10 No later than April 1 of the year prior to the year in which the charter agreement expires, the governing
11 body of a public charter school shall submit a renewal application to the Germantown Board of
12 Education. The GMSD Superintendent shall report each renewal application received by GMSD to the
13 Tennessee Public Charter School Commission no later than ten (10) days from the date on which GMSD
14 received the renewal application. On or before the following February 1, the Germantown Board of
15 Education shall rule by resolution whether to approve or deny the renewal application.

16 Three (3) months prior to the date on which a charter school is required to submit a renewal application,
17 the GMSD Superintendent/designee shall submit to the charter school a performance report that reflects
18 the renewal evaluation. No later than ten (10) days after the Germantown Board of Education adopts a
19 resolution to renew or deny renewal of a charter agreement, the GMSD Superintendent/designee shall
20 report the GMSD Board's decision to the ~~charter school and the~~ TDOE and the Tennessee Public Charter
21 School Commission and shall provide a copy of the resolution that sets forth the Germantown Board of
22 Education's decision and the reasons for the decision. ~~and of the right to appeal to the State, if any.~~

23 A charter school renewal application must contain a report of the charter school's operations including
24 students' standardized test scores, financial statements, and audits for the eight (8) years immediately
25 preceding the date of the renewal application.

26 AUTHORIZER FEE

27 If GMSD becomes the authorizer of a charter school, GMSD shall receive an annual authorizer fee that
28 is a percentage of the charter school's per student state and local funding as allocated under T.C.A. § 49-
29 13-112. The annual authorizer fee shall be the lesser of three percent (3%) of the annual per student
30 state and local allocations or Thirty-Five Thousand Dollars (\$35,000) per school.

31 INTERIM REVIEW

32 The GMSD Superintendent or his designee shall conduct an interim review of the charter school in the
33 fifth year of the charter school's initial period of operation and in the fifth year following any renewal
34 of a charter agreement under guidelines developed by the Tennessee SState Board of Education. ~~TDOE.~~

35 ANNUAL REPORT

36 The GMSD Board, through the GMSD Superintendent/designee, shall oversee and annually evaluate
37 each charter school to ensure it meets the performance standards and targets set forth in the charter school

1 agreements. The GMSD Superintendent/designee shall submit the charter school's evaluation to the
2 GMSD Board at its October Board Meeting.

3 The GMSD Superintendent/designee shall send a copy of the charter school's annual evaluation to each
4 respective charter school within the GMSD's borders. Said report shall include, but not be limited to,
5 violations of the charter school agreement and any performance deficiencies.

6 The GMSD Board shall articulate and enforce stated consequences for failing to meet performance
7 expectations or compliance requirements.

8 **SITE VISITS**

9 A site visit to each charter school shall be conducted by the GMSD Superintendent/designee annually.
10 The purpose shall be to collect data and other qualitative information and to inspect the charter school
11 facility and observe classroom teaching and learning. The observations made during the annual site visit
12 shall be included in the annual charter school evaluation report.

13 **CHARTER SCHOOL REPORTING**

14 Charter schools shall provide the information required by the charter school agreement and state law to
15 the GMSD Board.

16 By September 1st, the governing body of an approved charter school shall make a written report to the
17 GMSD Board. The annual report shall include:

- 18 1. A report on the progress of the charter school in achieving the goals outlined in the charter
19 school agreement;
- 20 2. A financial statement disclosing the financial health of the charter school, including the
21 costs of the administration, instruction, and other spending categories of the charter
22 school; and
- 23 3. A detailed accounting, including the amounts and sources, of all funds received by the
24 charter school, other than the funds received per state law.

25 This reporting requirement shall begin in the year after the year in which the charter school begins
26 operation.

27 Multiple charter schools overseen by a single governing board shall report their performance as separate,
28 individual charter schools. Each charter school shall be independently accountable for its performance.

29 Each charter school governing body shall submit an annual audit of all accounts and records, to include
30 internal school activity and cafeteria funds, to the GMSD Board as soon as practical after June 30th.

31 **AUTHORIZER REPORTING AND REVIEW**

32 By December 1st, the GMSD Superintendent ~~GMSD Board~~ shall report to the Tennessee State Board of
33 Education ~~Department of Education~~ detailing the total amount of authorizer fees collected in the previous

1 school year and the authorizing obligations fulfilled using the fee. By January 1st, the GMSD Board
2 shall submit an annual authorizer report to the Tennessee Department of Education and the State Board
3 of Education. The GMSD Superintendent/designee shall prepare the reports and provide the information
4 to the GMSD Board prior to submission.

5 **CHARTER AGREEMENT**

6 The Germantown Board of Education's approval of a public charter school application must be in the
7 form of a written charter agreement signed by the charter school sponsor and the Germantown Board of
8 Education, which shall be binding upon the governing body of the charter school. The charter agreement
9 must be in writing and must contain all material components of the approved application required by
10 Tennessee law. A charter agreement expires ten (10) academic years after the first day of instruction.

11 **REVOCAION OF CHARTER AGREEMENT**

12 The Germantown Board of Education may revoke a public charter school agreement if the public charter
13 school receives identification as a priority school, as defined by the state's accountability system
14 pursuant to T.C.A. § 49-1-602. The revocation takes effect immediately following the close of the school
15 year in which the public charter school is identified as a priority school.

16 The Germantown Board of Education shall revoke a public charter school agreement if the public charter
17 school receives identification as a priority school for two (2) consecutive cycles. The revocation takes
18 effect immediately following the close of the school year in which the public charter school is identified
19 as a priority school for the second consecutive cycle.

20 A public charter school agreement may be revoked at any time by the Germantown Board of Education,
21 if the Germantown Board of Education determines that the school:

- 22 (1) Committed a material violation of any conditions, standards, or procedures set forth in the
23 charter agreement;
- 24 (2) Failed to meet or make sufficient progress toward the performance expectations set forth in
25 the charter agreement; or
- 26 (3) Failed to meet generally accepted standards of fiscal management.

27
28 If the GMSD Superintendent determines that the charter school meets the criterion for revocation set
29 forth above, or if the GMSD Superintendent determines that the charter school is not complying with the
30 requirements of T.C.A. § 49-13-101, *et seq.*, (The Tennessee Public Charter School Act) or with the
31 charter agreement:

- 32 (1) The **GMSD** Superintendent shall notify the charter school, in writing, of the possibility
33 of revocation and the reasons for the possible revocation. In the notification to the charter school,
34 the **GMSD** Superintendent shall notify the charter school that the charter school must provide
35 GMSD's review team with a proposed plan to remediate the charter school's deficiencies which
36 gave rise to the notice of possible revocation.

1 (2) The charter school shall submit a written remediation plan to the GMSD review team
2 within thirty (30) days of receiving the notice of possible revocation. The remediation plan shall
3 provide that the remediation itself shall be completed within thirty (30) days of submission of the
4 remediation plan. The GMSD review team shall notify the charter school within twenty (20)
5 business days of receiving the proposed remediation plan of whether the remediation plan is
6 acceptable to the review team.

7 (3) If the proposed remediation plan does not, in the sole discretion of the GMSD review
8 team, provide a full remediation, the GMSD review team shall, within thirty (30) business days
9 of receiving the remediation plan, notify the charter school that the remediation plan is
10 unacceptable and an explanation of the means to reconcile the plan is unacceptable. The charter
11 school shall be given ten (10) business days to correct the proposed remediation plan and re-
12 submit the plan to the GMSD review team. The GMSD review team shall notify the charter
13 school within thirty (30) business days of the re-submission whether the re-submitted plan is
14 acceptable to the review team.

15 (4) If the charter school's re-submitted proposed remediation plan is rejected by the GMSD
16 review team, the charter school may appeal the decision to the GMSD Superintendent. The
17 GMSD Superintendent may, within thirty (30) business days of receiving the re-submission:

18 (a) Approve the re-submission; or

19 (b) Provide the charter school with an additional ten (10) business days to further
20 amend the remediation plan; or

21 (c) Reject the re-submission.

22 (5) If the re-submission is rejected by the GMSD Superintendent, the charter school may
23 appeal the GMSD Superintendent's decision to the GMSD Board of Education within ten (10)
24 business days after receiving notice of the rejection. The GMSD Board shall consider the re-
25 submission within thirty (30) business days of receiving the appeal of the rejection. The GMSD
26 Board shall provide the charter school with a decision regarding the re-submission, in writing,
27 explaining the reasons the proposed plan is unacceptable.

28 *A charter agreement may be revoked at any time by the authorizer in an emergency situation without
29 the authorizer first having to implement the progressive intervention policy. An emergency situation
30 includes, but is not limited to, instances of fraud; misappropriation of funds; flagrant violation of health
31 and safety laws, rules, and regulations; flagrant disregard of the charter agreement; or similar
32 misconduct.

33 Thirty (30) days prior to any decision by the Germantown Board of Education to revoke a charter
34 agreement, the Germantown Board of Education shall notify the charter school in writing of the
35 possibility of revocation and the reasons for such possible revocation.

1 If the Germantown Board of Education revokes a charter agreement, then it shall clearly state in writing
2 the reasons for the revocation.

3 No later than ten (10) days after the Germantown Board of Education adopts a resolution to revoke a
4 charter agreement, the Germantown Board of Education shall report the Germantown Board of
5 Education's decision to the TDOE and the Tennessee Public Charter School Commission and shall
6 provide a copy of the resolution that sets forth the Germantown Board of Education's decision and the
7 reasons for the decision.

Legal References

T.C.A. § 49-13-104
T.C.A. § 49-13-106
T.C.A. § 49-13-107
T.C.A. § 49-13-108
T.C.A. § 49-13-110
T.C.A. § 49-13-111
T.C.A. § 49-13-120
T.C.A. § 49-13-121
T.C.A. § 49-13-122
T.C.A. § 49-13-127
T.C.A. § 49-13-128
T.C.A. § 49-13-130
State Board Policy 6.111
State Board Policy 6.113
State Board Rule 0520-14-01

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: School Calendar/School Day	Descriptor Code: 1.800	Issued Date: 06/**/25 08/30/22 04/19/22
		Rescinds: 1.800	Issued: 04/07/14

1 No later than the end of the school year, the Germantown Board of Education will adopt, upon the
2 recommendation of the Superintendent, an official school calendar for the succeeding school year. The
3 calendar will identify holidays, vacation days, summer sessions and other extensions of the school year.
4 The calendar may be revised by the Germantown Board of Education, upon the recommendation of the
5 Superintendent, due to inclement weather or other factors.

6 The calendar shall be distributed to the school staff at the opening of the school term.

7 The minimum length of the school day for students shall be six and one-half (6-1/2) hours total for all
8 grades. However, teachers shall be on duty for at least seven (7) hours and such additional time as the
9 school administration requires.

10 *Emergencies*

11 When schools are closed due to emergencies or unforeseen circumstances such as epidemics or inclement
12 weather, the time lost shall be made up to the required minimum unless otherwise approved by the State
13 Department of Education. The Superintendent shall determine the need for emergency closures of
14 schools.

15 In the event of dangerous or extreme weather conditions or of serious outbreaks of illness affecting or
16 endangering students or staff, **five (5)** ~~two (2)~~ of the one hundred eighty (180) days of classroom
17 instruction referenced above may be delivered by remote instruction **and up to four (4) days of the one**
18 **hundred eighty (180) days of classroom instruction may be delivered via hybrid learning.** The
19 Superintendent may require a class, school, or all schools to utilize remote **or hybrid** instruction during
20 those circumstances. The Superintendent may require a class, school, or all schools to utilize remote **or**
21 **hybrid** instruction on days that the school administers end-of-course assessments or post-secondary
22 assessment exams; provided that the students who are administered the end-of-course assessment or
23 post-secondary assessment exams take the assessments in person. If remote **or hybrid** instruction is
24 required, students enrolled in Kindergarten shall have access to at least four (4) hours of instruction each
25 day and students enrolled in grades 1-12 shall have access to at least six and a half (6.5) hours of
26 instruction each day. During those remote **or hybrid** instructional days, students may be counted as
27 present as long as the student exhibits proof of attendance by daily periodic visual, verbal, and/or written
28 confirmation of participation. Students will be provided required methods of proof of attendance by
29 their respective teachers.

30 During the remote **or hybrid** instruction days, services required by a student's IEP shall be made available
31 to those students.

32

1 **IN-SERVICE EDUCATION**

2 Each day of in-service education included in the school calendar shall be equivalent to not less than six
3 (6) hours of planned activities.

4 **DISCRETIONARY DAYS**

5 Four (4) discretionary days shall be included in the calendar and may be designated by the Germantown
6 Board of Education as student attendance days, in-service days or administrative days, which may be
7 used by administrators, faculty and staff for preparation for commencement of classes, record keeping,
8 grading examinations, parent-teacher conferences and other classroom functions.

Legal References

T.C.A. § 49-6-3004

State Board of Education Rule 0520-01-02-.31

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Non-Discrimination Statements	Descriptor Code: 1.809	Issued Date: 06/**/25 03/29/22 08/25/20
		Rescinds:	Issued:

1 The purpose of this policy is to ensure that Germantown Municipal School District’s students, parents,
2 employees, employment applicants and other third parties interacting with the District are treated in a
3 non-discriminatory manner as provided by state and federal law.

4 This policy applies to all students, parents, employees, employment applicants, and other third parties
5 as provided by state and federal law.

6 **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

7 The Germantown Municipal School District Board of Education prohibits discrimination and harassment
8 on the basis of race, color and national origin, including antisemitism, in the educational programs or
9 activities which are operated by Germantown Municipal School District.

10 “Antisemitism” is a certain perception of Jews, which may be expressed as hatred toward Jews.
11 Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish
12 individuals and/or their property, toward Jewish community institutions and religious facilities.

13 Students or employees who believe that they have been discriminated against or harassed on the basis of
14 their race, color or national origin must contact Germantown Municipal School District's designated
15 Federal Rights Coordinators whose contact information appears below.

16 **TITLE IX OF THE EDUCATION AMENDMENTS ACT OF 1972, AS AMENDED**

17 The Germantown Municipal School District Board of Education prohibits discrimination on the basis of
18 sex in the educational programs or activities which it operates. The prohibition against discriminating
19 on the basis of sex in educational programs and activities extends to employment in and admission to
20 such programs and activities.

21 Students or employees who believe that they have been discriminated against on the basis of sex in the
22 educational programs or activities which Germantown Municipal School District operates must contact
23 the district’s designated Title IX Coordinator whose contact information is below:

24 Student Services Supervisor
25 3350 S. Forest Hill Irene Rd.
26 Germantown, TN. 38138
27 Telephone: (901) 752-7900
28 E-mail: titleix@gmsdk12.org

Human Resources Supervisor
3350 S. Forest Hill Irene Rd.
Germantown, TN. 38138
Telephone: (901) 752-7900
E-mail: titleix@gmsdk12.org

1 **SECTION 504 OF THE REHABILITATION ACT OF 1973/TITLE II OF THE AMERICANS**
2 **WITH DISABILITIES ACT, AS AMENDED**

3 The Germantown Municipal School District Board of Education prohibits the exclusion from
4 participation in, the denial of benefits of, or the discrimination of any qualified persons with
5 disabilities in any Germantown Municipal School District program on the basis of disability.

6 Qualified parents, students or employees with disabilities that believe that they have been excluded
7 from participating in, denied benefits of, or have been discriminated against in any Germantown
8 Municipal School District's program on the basis of disability must contact Germantown Municipal
9 School District' designated Federal Rights Coordinators whose contact information appears below.

10 **TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

11 The Germantown Municipal School District Board of Education prohibits discrimination of its
12 employees and applicants for employment on the basis of race, color, religion, sex or national origin.
13 The Germantown Municipal School District also prohibits discrimination against its employees on the
14 basis of the employee's or applicant's association with another individual of a particular race, color,
15 religion, sex or national origin.

16 Employees or applicants for employment that believe that they have been discriminated against on the
17 basis of their race, color, religion, sex or national origin must contact Germantown Municipal School
18 District's designated Federal Rights Coordinators whose contact information appears below.

19 **AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967**

20 The Germantown Municipal School District Board of Education prohibits discrimination of its
21 employees and applicants for employment on the basis of age. Employees or applicants for
22 employment that believe they have been discriminated against on the basis of age must contact
23 Germantown Municipal School District's designated Federal Rights Coordinators whose contact
24 information appears below.

25 **TITLE II OF THE GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008**

26 The Germantown Municipal School District Board of Education prohibits discrimination of its
27 employees and applicants on the basis of genetic information. Employees or applicants for
28 employment who believe they have been discriminated against on the basis of genetic information
29 must contact Germantown Municipal School District's designated Federal Rights Coordinators whose
30 contact information appears below.

31 **AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED**

32 The Germantown Municipal School District's Board of Education prohibits discrimination against
33 employees and applicants on the basis of disability.

34 Employees and applicants who believe they have been discriminated against on the basis of disability
35 must contact Germantown Municipal School District's designated Federal Rights Coordinators whose
36 contact information appears below.

1 Retaliation for Reporting Discrimination

2 The Germantown Municipal School District Board of Education prohibits retaliation by or against
3 students, parents or guardians of students, and employees who file complaints of discrimination.

4 Contact Information

5 The following persons have been designated to handle inquiries regarding the non-discrimination
6 policies, other than Title IX complaints:

7	<u>For Employees</u>	<u>For Students</u>
8	Federal Rights Coordinator	Federal Rights Coordinator
9	Human Resources Assistant Superintendent	Student Services Assistant Superintendent
10	3350 S. Forest Hill Irene Rd.	3350 S. Forest Hill Irene Rd.
11	Germantown, Tennessee 38138	Germantown, Tennessee 38138
12	Telephone: (901) 752-7900	Telephone: (901) 752-7900
13	Email: frce@gmsdk12.org	Email: frcs@gmsdk12.org

Legal References

29 C.F.R. § 1604.11

34 C.F.R. § 106.8

34 C.F.R. § 110.25

20 U.S.C. § 1681

T.C.A. § 49-50-1801

T.C.A. § 49-50-1802

T.C.A. § 49-50-1803

Title VI of the Civil Rights Act of 1964, as Amended

Title IX of the Education Amendments Act of 1972, as Amended

Section 504 of the Rehabilitation Act of 1973

Title II of the Americans with Disabilities Act of 1990, as Amended

Title VII of the Civil Rights Act of 1964, as Amended

Age Discrimination in Employment Act of 1967

Title II of the Genetic Information Nondiscrimination Act of 2008

~~Title IX of the Education Amendments, 20 USCA § 1681 et seq.~~

~~Age Discrimination Employment Act, 29 USCA § 621 et seq.~~

~~Section 504 of the Rehabilitation Act, 29 USCA § 701 et seq. Title VII of Civil Rights Act,
42 USCA § 2000e et seq.~~

~~U.S. Constitution, Amendment XIV; Title VII, Civil Rights Act of 1964; Title VI, Civil
Rights Act of 1964; Title IX, Education Amendments of 1972; Age Discrimination Act of
1967; Section 504 of the Rehabilitation Act of 1973; 42 USCA § 12101-12213~~

~~Americans with Disabilities Act, 42 USCA § 12101 et seq.~~

~~Genetic Information Nondiscrimination Act of 2008~~

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Emergency Planning	Descriptor Code: 3.202	Issued Date: 06/**/25 08/13/24
		Rescinds: 3.202	Last Issued: 08/29/23

1 The Superintendent shall be responsible for developing and acquiring Board approval of a
2 Comprehensive District-Wide School Safety Plan and Building-level School Safety Plan (hereinafter
3 “the Safety Plans”) regarding crisis intervention, emergency response, emergency management, and
4 cybersecurity. The Safety Plans shall include procedures for bomb threats, civil disturbances, armed
5 intruders, earthquakes, fires, tornadoes, or other severe weather, medical emergencies, and cyber-attacks.
6 Each district-wide school safety team and each building-level school safety team shall annually review
7 the respective district-wide school safety plan or building-level school safety plan.

8 FIRE AND SAFETY DRILLS

9 Each GMSD Principal shall ensure that no more than one (1) fire drill requiring full evacuation is given
10 every thirty (30) school days, except that with two (2) full evacuation fire drills, and no more than two
11 (2) full evacuation fire drills, are conducted ~~occurring~~ during the first thirty (30) full days of the school
12 year. Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted
13 throughout the year.

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

18 Each GMSD Principal shall ensure that each school safety team conducts at least one (1) armed intruder
19 drill, incident command drill, and emergency safety bus drill, annually in coordination with local law
20 enforcement. The incident command drill and the emergency safety bus drill shall be conducted without
21 students present. A record of all fire and safety drills, including the time and date, shall be kept in each
22 school's office for a period of five (5) years.

23 AED/CPR DRILLS

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

28 REMOTE LEARNING DRILLS

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

1 The drill must accurately reflect the District's Plan for transitioning students to remote learning in the
2 event of disruption to school operations.

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

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

6 **FIRE EXTINGUISHERS**

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

9 **MEDICAL EMERGENCIES/PANDEMIC**

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

Legal References

T.C.A. § 49-2-122
T.C.A. § 49-2-139
T.C.A. § 49-6-804
T.C.A. § 49-6-807
T.C.A. § 49-6-1208
T.C.A. § 68-102-137
T.C.A. § 68-140-404

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Student Use of the Internet	Descriptor Code: 4.406.2	Issued Date: 06/**/25 08/30/22
		Rescinds: 4.406.2	Issued: 04/19/21

1 GENERAL RULES AND ETHICS OF INTERNET ACCESS

2 GMSD will provide access to the internet for all students for educational purposes only.

3 Students are prohibited from accessing social media platforms, message boards, and/or instant
4 messaging services using internet access provided by GMSD except when expressly authorized by a
5 teacher for educational purposes only.

6 “Social media platforms” are defined as, online digital services or websites that allow users to create,
7 share, and interact with content and connect with other users.

8 “Message Boards” are defined as websites or webpages where users can post comments about a
9 particular issue or topic and/or reply to other users’ postings.

10 “Instant Message Services” are defined as online digital services or websites that allow real-time text-
11 based conversations between users.

12 When using the internet, the following activities are prohibited:

- 13 1. Sending or displaying offensive messages or pictures;
- 14 2. Using obscene language;
- 15 3. Harassing, insulting, defaming, or attacking others;
- 16 4. Damaging computers, computer systems, or computer networks;
- 17 5. Hacking or attempting unauthorized access;
- 18 6. Violation of copyright laws;
- 19 7. Trespassing in another's folders, work, or files;
- 20 8. Intentional misuse of resources;
- 21 9. Using another's password or other identifier (impersonation);
- 22 10. Using the network for commercial purposes; and
- 23 11. Buying or selling on the internet.

24 GMSD reserves the right to monitor, inspect, copy, review, and store, at any time and without prior
25 notice, any and all usage of the computer network and internet access, including any and all information
26 transmitted or received in connection with such usage.

27 GMSD will utilize filtering software that will, to the extent possible, prevent students from conducting
28 prohibited activity. Any internet activity by a student will be monitored through direct observation and/or
29 by technological means to ensure that the student is not accessing inappropriate material for minors.

1 When using the internet, the student will use appropriate computer etiquette and shall adhere to the
2 following guidelines:

- 3 1. All use of the internet shall be in support of education and research and consistent with the
4 purposes of the school district;
- 5 2. Network accounts are to be used only by the authorized user of the account for the authorized
6 purpose;
- 7 3. Personal information (i.e. address, phone number, bank account information, social security
8 number) shall not be shared with others;
- 9 4. Downloading programs or software on to district computers is prohibited unless permission has
10 been granted;
- 11 5. Any interactions with others on the internet shall be done in a considerate and polite manner;
12 and
- 13 6. The network or individual computers shall not be used in a way that would disrupt the use by
14 others.

15 A written parental consent shall be required prior to the student being granted access to electronic
16 media involving district technological resources. The required permission/agreement form, which shall
17 specify acceptable uses, rules of online behavior, access privileges and penalties for policy/procedural
18 violation, must be signed by the parent/guardian of minor students (those under 18 years of age). This
19 document shall be executed each year and shall be valid only in the school year in which it was signed
20 unless parent(s)/guardian(s) provide written notice that consent is withdrawn. In order to rescind the
21 agreement, the student's parent/guardian (or the student who is at least 18 years old) must provide the
22 Superintendent with a written request.

23 **INTERNET SAFETY MEASURES**

24 Internet safety measures shall be implemented that effectively address the following:

- 25 1. Controlling access by students to inappropriate material on the internet and other web-based
26 resources;
- 27 2. Safety and security of students when they are using email, web-based chat methods, and other
28 forms of direct electronic communications;
- 29 3. Preventing unauthorized access, including "hacking" and other unlawful activities by student
30 online;
- 31 4. Unauthorized disclosure, use and dissemination of personal information regarding students; and
32 5. Restricting students' access to materials harmful to them.

33 The GMSD Deputy Superintendent, Chief of Operations/designee shall take commercially reasonable
34 steps to select technology for GMSD's computers having internet access that will, to the extent possible,
35 filter, block, or otherwise prevent access to pornography or obscenity through online resources, and
36 prohibit, and, to the extent possible, prevent a user from sending, receiving, viewing, or downloading
37 materials that are deemed to be harmful to minors as defined in T.C.A. § 39-17-901.

38 **PROVIDERS**

1 All providers of digital or online resources with which GMSD contracts for the provision of digital or
2 online materials created and marketed for kindergarten through grade 12 shall:

- 3 a) Verify that the digital or online materials do not violate T.C.A. § 39-17-902;
- 4 b) Take commercially reasonable steps to filter, block or otherwise prevent access to pornography
5 or obscenity through one's use of the digital or online materials;
- 6 c) Verify, in writing, that it has taken commercially reasonable steps to ensure that the provider's
7 technology will prevent a user from sending, receiving, viewing, or downloading materials that
8 are harmful to minors, as defined in T.C.A. § 39-17-901; and
- 9 d) Remove, upon GMSD's request, GMSD's access to digital or online materials for ages or
10 audiences for which GMSD has determined the material to be age- or audience-inappropriate. A
11 provider must remove GMSD's access to digital or online materials that GMSD has determined
12 not to be age- or audience- appropriate within one (1) business day of the provider's receipt of
13 GMSD's request, unless the deadline for removal is extended by mutual consent of GMSD and
14 the provider.

15 If a GMSD student, the parent/guardian of a GMSD student, or a GMSD employee believes that a
16 provider has not satisfied the aforementioned requirements, the GMSD student, the parent/guardian of a
17 GMSD student, or a GMSD employee may file a complaint with the GMSD Deputy Superintendent,
18 Chief of Operations/designee specifically stating the alleged violation of the aforementioned
19 requirements. The GMSD Deputy Superintendent, Chief of Operations/designee shall review each
20 allegation of failure to fulfill the aforementioned requirements and shall advise the GMSD student, the
21 parent/guardian of a GMSD student, or GMSD employee of whether he/she believes that action should
22 be taken as it relates to the provider.

23 This policy provision pertains to all contracts entered into with providers after July 1, 2022.

24 **EMAIL**

25 Users with network access shall not utilize district resources to establish electronic mail accounts
26 through third-party providers or any other nonstandard electronic mail system. All data including email
27 communications stored or transmitted on school system computers shall be monitored. Students have
28 no expectation of privacy with regard to such data.

29 **INTERNET SAFETY INSTRUCTION**

30 Students will be given appropriate instruction in internet safety as a part of any instruction utilizing
31 computer resources. The Superintendent/designee shall provide adequate in-service instruction on
32 internet safety. Parents and students will be provided with material to raise awareness of the dangers
33 posed by the internet and ways in which the internet may be used safely.

34 **VIOLATIONS**

- 1 Violations of this policy or a related procedure shall be handled in accordance with the existing
- 2 disciplinary procedures of this District.

Legal References

T.C.A. § 10-7-512
T.C.A. § 39-14-602
T.C.A. § 49-1-221
T.C.A. § 49-6-4605
47 CFR § 4.520(c)(1)(i)
47 USCA § 254 (h)(5)(A) – (C), 254(l)

Germantown Municipal School District			
Monitoring: Review: Annually	Descriptor Term: <b style="font-size: 2em;">Grading	Descriptor Code: 4.600	Issued Date: 06/**/25 08/13/24
		Rescinds: 4.600	Last Issued: 04/30/24

1 **GRADING SYSTEM FOR GRADES K-5**

2 The grading system for Germantown Municipal Schools in accordance with the Tennessee
 3 Uniform Grading System establishes the grading system for grades kindergarten through fifth (5th)
 4 grades:

5 Two (2) progress reports ~~report cards~~ are used in grades K-5; Teachers should refer to the
 6 appropriate report card for explanation of the grading system for each level. If a universal screener
 7 and/or dyslexia screener was administered to the student in the current school year, the results of
 8 the screener/s shall be provided to the student’s parent/guardian with the student’s progress report.

9 **Kindergarten, First Grade, Second Grade, and Third Grade:**

10 The Kindergarten, First, Second Grade, and Third Grade progress reports ~~report cards~~ show
 11 progress toward the state standards through target-based grading. The grade level standards are set
 12 by the state and indicate what a student should know and be able to do. Students are evaluated
 13 based on their progress toward meeting targets for each standard. This is indicated by a proficiency
 14 scale of 1 through 3 used to report the progress for each target.

15 In all schools, students’ conduct is graded as E, G, S, N, or U and is to be reported at each grading
 16 period on the progress reports ~~report card~~. Self-contained classes receive one homeroom conduct
 17 grade. Individual subject classes each give a conduct grade.

18 **Grades 4-5 and Virtual School Grades K-5:**

19 In all schools, students’ conduct is graded as E, G, S, N, or U and is to be reported at each grading
 20 period on the report card. Self-contained classes receive one homeroom conduct grade. Individual
 21 subject classes each give a conduct grade.

22 The letters “A”, “B”, “C”, “D”, and “F” express the basic grading system for knowledge/subject
 23 areas with the following numerical values:

- 24 A..... 90 - 100
- 25 B..... 80 - 89
- 26 C..... 70 - 79
- 27 D..... 60 - 69
- 28 F..... Below 60

1 In grades 4-5 a minimum of 9 grades are due per nine weeks, with the recommendation of a
2 minimum of one grade per week should be recorded for every student. Term grades that are
3 reported at the end of each nine (9) - week period will be determined by the average of daily work,
4 oral assignments, written assignments, and tests. Homework assignments are of value in affording
5 students needed practice, and such assignments should be necessary for mastery. Homework
6 assignments may count for a maximum of 10% of the grading period. Grading and honor code
7 procedures shall be developed and implemented by administration and followed by teachers.

8 Semester grades for grades 4-5 are determined by an average of grades for each of the two nine
9 (9) – week terms. Standardized tests should not be used as the sole measure for passing or failing.
10 TCAP scores may count a percentage of the second semester average, as determined in the Testing
11 Programs policy, IP 4.700.

12 **NOTE: Semester examinations are not given in grades 4-5.**

13 Final Grade – This grade is determined by averaging the two semester grades.
14

15 A student’s academic grade is solely intended to reflect the students’ mastery of skills and
16 standards in the designated subject. **Therefore, academic credit/points may not be awarded or**
17 **deducted for any purpose that is not directly related to the student’s academic performance.**
18 For example, academic credit/points may not be deducted for failure to purchase certain brands or
19 types of school supplies. A reasonable number of academic points may be deducted from a
20 student’s academic grade for failure to submit homework or other assigned academic work on the
21 date specified by the teacher.

22 Parents are to be notified within a **progress report** ~~report-card~~ period when a student is not
23 performing at expectation. Parent-teacher conferences should be held for gaining parental support
24 in an effort to improve student performance.

25 **GRADING SYSTEM FOR GRADES 6-12**

26 Germantown Municipal School District policy in accordance with the Tennessee Uniform Grading
27 System establishes the grading system for grades 6-12.

28 Parents must be notified within a **progress report** ~~report-card~~ period when a student is not
29 performing at expectation. Parent- teacher conferences should be held for gaining parental support
30 in an effort to improve student performance.

31 In Grades 6-8, students’ conduct is graded as excellent, satisfactory, needs improvement, or
32 unsatisfactory, and the initial letter “E”, “S”, “N”, or “U” is used to report the conduct grade. It is
33 to be reported at each grading period on the **progress report** ~~report-card~~ with each subject grade.

34 **NOTE:** If an erroneous grade has been entered, correction must be made, and a new report will
35 be issued to the student.

1 Grades will be reported on **progress reports** ~~report cards~~ and transcript records using the
2 numerical values indicated below:

3	A	90-100
4	B	80-89
5	C	70-79
6	D	60-69
7	F	Below 60

8 Students applying for lottery scholarships and other Tennessee Student Assistance Corporation
9 funds will use the same grading scale.

10 The high school counselors shall be responsible for communicating Lottery/HOPE Scholarship
11 requirements annually. Incoming freshmen will be provided information on college core courses
12 required for lottery scholarships as well as necessary criteria (grade point average, ACT and SAT
13 scores, number of credits, etc.) that must be met in order to receive a scholarship.

14 The student's unweighted GPA, weighted GPA, and HOPE GPA will be posted on the student's
15 end-of-year **progress reports** ~~report card~~ and transcripts.

16 Grades given at the end of each nine (9) - week period will be determined by the average of daily
17 work, oral, and written assignments, and tests. In grades 6-12 a minimum of 10 grades are due
18 per nine weeks, with the recommendation of a minimum of one grade per week should be
19 recorded for every student. Homework assignments may count for a maximum of 10% of the
20 grading period. Grading and honor code procedures shall be developed and implemented by
21 administration and followed by teachers.

22 **NOTE:** Grading systems other than the above must be approved in writing by the GMSD
23 Assistant Superintendent of Teaching, Learning, and Assessment and the Superintendent.

24 A student's academic grade is solely intended to reflect the students' mastery of skills and
25 standards in the designated subject. **Therefore, academic credit/points may not be awarded or**
26 **deducted for any purpose that is not directly related to the student's academic performance.**
27 For example, academic credit/points may not be deducted for failure to purchase certain brands or
28 types of school supplies. The number of academic points that may be deducted from a student's
29 academic grade for failure to submit homework or other assigned academic work on the date
30 specified by the teacher shall be determined by the teacher and approved by the school's
31 administration.

32
33 In the event of an excused absence, students are expected to make up missed work within a
34 reasonable amount of time, with a minimum of one day allowed for each day absent.

35 Semester exams are not given in grades 6-8 with the exception of high school level courses.
36 Students who successfully complete a high school course will earn high school credit. Semester
37 grades earned in high school courses mentioned above, regardless of credits earned, will be

1 recorded on the high school transcript. Only courses completed for credit in grades 9, 10, 11, and
2 12 shall be counted toward the Grade Point Average (GPA).

3
4 No student should fail for the semester or year if the only failing grade is that of the semester
5 examination, provided the student has made an honest effort on the examination.

6
7 Credits will be awarded in 0.5 increments upon successful completion of a semester; however,
8 credits for full year courses may be awarded if the final yearly average is a passing grade (60 or
9 higher).

10 For high school courses, semester grades are determined by counting the two (2) quarters as eighty
11 (80) percent and the semester examination or a comparable evaluation, as twenty (20) percent. For
12 high school courses in which students are exempt from the semester exam, the semester grades are
13 determined by counting the two (2) quarters as fifty (50%) percent.

14 **Semester Exam Exemption**

15 A student enrolled in an End of Course (EOC) tested subject who completes the EOC Assessment
16 or is enrolled in an AP course and completes the AP Exam is exempt from those respective second
17 semester exams. The requirement for the final examination for Statewide Dual Credit (DC)
18 courses shall be determined by the Tennessee State Board of Education Rules and Policies. The
19 requirement for second semester exams for students enrolled in DE courses shall be dictated by
20 the University at which the student is enrolled in the DE course.

21 A student having a (ninety) 90 or higher average for the two (2) terms in a specific course will be
22 exempted from the semester exam, if the student desires. When a student is exempted from the
23 examination, the semester average will be the average of the two term grades. Any unexcused
24 absence or more than five (5) excused absences per semester in a course will disqualify the student
25 from being exempt from the semester exam for that particular course. Exemptions apply only to
26 teacher-made semester examinations. 12th grade students are eligible for exam exemption during
27 both semesters. All other students in high school courses who meet the above requirements may
28 be exempted for only the second semester exam; however, for courses that are only one semester,
29 underclassmen may also be exempt during first semester.

30 GMSD will not rank students numerically; a laude system will be used to distinguish three ranges
31 of academically high performing students based on cumulative weighted grade point average, as
32 determined by the GMSD Honor Roll, Awards, & Laude System Policy.

33 Online courses taken outside of a GMSD high school will not count toward GPA unless approved
34 for credit recovery purposes.

35 One (1) quality point shall be added to the numerical quality point value corresponding to the letter
36 grade received in an early postsecondary course.

37 **CALCULATION FOR HIGH SCHOOL COURSE GRADE POINT AVERAGE WEIGHTING**

<u>Grade</u>	<u>Value</u>	<u>Standard</u>	<u>Honors</u>	<u>AP/Dual Enrollment Statewide Dual Credit/ Local Dual Credit/ National Industry Certification</u>
A	90-100	4.0	4.5	5.0
B	80-89	3.0	3.5	4.0
C	70-79	2.0	2.5	3.0
D	60-69	1.0	1.5	2.0
F	Below 60	0.0	0.0	0.0

This weighted grading scale shall be used for all official purposes including **progress reports** ~~report cards~~, GPA, honor roll, *etc.*, except the Lottery/Hope Scholarship.

ADDITIONAL POINTS FOR ADVANCED HIGH SCHOOL COURSES

<u>Grade</u>	<u>Percentage Range</u>	<u>Honors Courses</u>	<u>Local and Statewide Dual Credit Courses, Industry Certification-Aligned Courses, and Dual Enrollment Courses*</u>	<u>Advanced Placement, Cambridge International, College Level Exam Program (CLEP), International Baccalaureate, and Dual Enrollment Courses*</u>
A	90–100	Shall include the addition of 3 percentage points to the grades used to calculate the semester average.	Shall include the addition of 4 percentage points to the grades used to calculate the semester average.	Shall include the addition of 5 percentage points to the grades used to calculate the semester average.
B	80 - 89			
C	70 - 79			
D	60-69			
F	Below 60			
			*Dual Enrollment Courses completed in the 2022-23 and 2023-24 school years shall include the addition of 4 percentage points to the grades used to calculate the semester average.	*Dual Enrollment Courses completed in the 2024-25 school year and thereafter shall include the addition of 5 percentage points used to calculate the semester average.

1 Students enrolled in Advanced Placement courses, National Industry Certification aligned courses,
2 and Statewide Dual Credit courses are expected to sit for the culminating exam associated with
3 Advanced Placement courses, National Industry Certification aligned courses, and Statewide Dual
4 Credit courses. Students who fail to sit for the culminating exam associated with Advanced
5 Placement courses, National Industry Certification aligned courses, and Statewide Dual Credit
6 courses will not be awarded the quality points or weighting points attributed to Advanced
7 Placement courses, National Industry Certification aligned courses, and Statewide Dual Credit
8 courses. For students who do not sit for the culminating exam, grades will be adjusted for all
9 grading periods within the current school year.

10 **REPORT TO PARENTS**

11 **Progress reports** ~~Report cards~~ are posted in **GMSD's student management system Skyward** at the
12 end of each nine (9)-week session. The **progress reports** ~~report cards~~ will be issued soon after the
13 conclusion of each grading period. Parents who request hard copy **progress reports** ~~report cards~~
14 will be able to pick them up at the school or they will be sent home with students. The grading
15 period schedule will be published on the district website and all school websites. Parent
16 involvement is an important variable of student success. Parents are encouraged to discuss the
17 student's progress with school personnel.

18 **TRANSCRIPTS**

19 The school district shall maintain a transcript for each student which sets forth a cumulative record
20 of the student's attendance, achievement and units of credits earned. High school transcripts may
21 only be altered by high school counselors with authorization of the Vice-Principal. Elementary
22 and middle school transcripts may only be altered by the School Principal or the Assistant
23 Principal. Alterations to student transcripts shall be supported by documents providing an
24 explanation of the reason for the transcript alteration and evidence that the student has earned the
25 grade reflected in the altered transcript.

26 Alteration to transcripts other than as provided in this Policy may subject the employee to
27 disciplinary action, including but not limited to, revocation of a professional educator license or
28 certification issued by the Department of Education and may be subject to prosecution for
29 falsification of educational or academic records.

Legal References

[State Board of Education Rule 0520-01-03](#)

[State Board of Education Policy 3.301](#)

[T.C.A. § 49-2-203](#)

[T.C.A. § 49-2-301](#)

[T.C.A. § 49-6-407](#)

[T.C.A. § 49-50-1101](#)

Public Acts of 2025, Chapter No. 330

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Paid Leave After Birth or Stillbirth of Employee's Child or Adoption of Newly Placed Minor Child	Descriptor Code: 5.303	Issued Date: 06/**/25
		Rescinds:	Issued: 07/27/23

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 **and meets the following requirements:**

3 **(a) has a valid license of qualification or an emergency credential issued by the**
4 **Department of Education;**

5 **(b) has ~~who have~~ been employed full-time with GMSD for at least twelve (12)**
6 **consecutive months in a position required by law to hold a valid license of qualification,**
7 **or an emergency credential issued by the Department of Education at the time of the birth,**
8 **adoption, or stillbirth of the employee's child; and**

9 **(c) has held a valid license of qualification or an emergency credential issued by the**
10 **Department of Education for the entire twelve (12) consecutive months of employment**
11 **with GMSD.**

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

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

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

25 The six (6) work weeks of paid leave granted pursuant to this Policy **shall be taken ~~do not need to be~~**
26 **consecutively, ~~except in extenuating circumstances, as determined and approved by the Superintendent,~~**
27 **~~taken; provided, that~~ The paid leave granted pursuant to this Policy **must be is** used within twelve (12)**

- 1 months of the birth or stillbirth of the employee's child or the employee's adoption of a newly placed
- 2 minor child.

Legal References

T.C.A. § 4-21-408

T.C.A. § 8-50-813

T.C.A. § 8-50-814

29 U.S.C. § 2601, *et seq.*

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Attendance and Truancy	Descriptor Code: 6.200	Issued Date: 06/**/25 02/27/25
		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.

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

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

21 The Principal shall be responsible for ensuring that:

- 22 1. Attendance is checked and reported daily for each class;
- 23
- 24 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or
25 absent for the majority of the day;
- 26
- 27 3. All student absences are verified;
- 28
- 29 4. Written excuses are submitted for absences and tardiness; and
- 30 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 the right to
11 verify such statements and to investigate the cause of each single absence or prolonged absence.

12 I. UNEXCUSED ABSENCES

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

14 A. Unexcused Absences Due to Reasons Other Than Suspensions

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

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

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

- 23 1. When the student is readmitted, the Principal or his/her designee will meet
24 with the student to agree upon the community service to be completed.
- 25 2. The Principal or his/her designee will keep a record of the student's
26 community service documentation.
- 27 3. The Principal or his/her designee will notify the teachers of the student when
28 the student has completed the community service.
- 29 4. At that time, the teacher and student will develop a plan for the student to
30 complete and have counted as a grade his make-up work. Make-up work will
31 be completed in a timely manner, directed by the teacher and in accordance
32 with the school's general make-up work procedure.

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

1 **II. EXCUSED ABSENCES**

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

4 A. Personal Illness, injury, or hospitalization of student. Physician verification will be
5 required to justify absences after the accumulation of ten (10) days of absences during
6 the school year. Notes must be date specific and will be required for subsequent absences
7 beyond ten (10) days. After an accumulation of ten (10) check-ins or check-outs during a
8 school year, physician verification will be required to justify the absence from school.
9 Any accumulation of absences, check-ins, or check-outs beyond ten (10) without
10 physician verification will be unexcused;

11 B. Personal illness in the family necessitating the presence of the student;

12 C. Death in the family;

13 D. Absence due to the incapacity of parent/guardian;

14 E. Special and recognized religious holidays regularly observed by persons of their faith;

15 F. Legal court summons, court order, or subpoena when it is not a result of the student's
16 misconduct as provided for by law;

17 G. Pregnant Students;

18 H. Extenuating circumstances approved by the Principal on a case-by-case basis;

19 I. Upon approved request to attend a released time course in religious moral instruction.

20 a) Before approving a request to attend a released time course in religious moral
21 instruction, the entity providing the religious instruction must provide the
22 student's GMSD Principal with written verification that the student's released
23 time course instruction, as well as any other person holding a position with the
24 entity providing the religious instruction requiring proximity to students
25 participating in a released time course, has complied with the requirements of
26 T.C.A. § 49-2-130.

27 b) If a student is absent for twenty (20) or more days during a school year for
28 religious purposes, the school may require the parent to attend a meeting to
29 discuss the child's education future.

30 **III. STUDENTS COUNTED AS PRESENT**

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

- 1 1. Students serving in-school suspension and receiving educational services.
- 2 2. Students receiving medical or educational homebound instruction.
- 3 3. Students who serve as Pages for the General Assembly during the school year, either at a
4 regular or special session.
- 5 4. Students participating in school-sponsored events shall be counted present provided the
6 event or activities are school-directed, related to an instructional activity, and have prior
7 approval of the Board.
- 8 5. Students participating in an activity or program sponsored by 4-H, provided the program
9 or activity does not occur during the TCAP testing window or any period of time for
10 which the student has been suspended, expelled, or assigned to an alternative school or
11 program, if the suspension, expulsion, or program would otherwise preclude the student
12 from participating in an educational field trip.
- 13 6. Students appointed as the student member of the State Board of Education shall be
14 counted as present for the time the student spends in the performance of duties as a
15 member of the State Board of Education. The student shall provide to the
16 Principal/designee of the student's school written certification from the Executive
17 Director of the State Board of Education that the student was participating in duties as a
18 member of the State Board of Education.

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

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

- 22 (a) The student provides documentation to the school as proof of the student's participation
23 in the non-school sponsored extracurricular activity; and
- 24 (b) The student's parent or guardian, prior to the extracurricular activity, submits to the
25 Principal a written request for the excused absence. The written request shall be
26 submitted no later than seven (7) business days prior to the student's absence and shall
27 include:
 - 28 (i) The student's full name and personal identification number;
 - 29 (ii) The student's grade;
 - 30 (iii) The dates of student's absence;
 - 31 (iv) The reason for the student's absence; and
 - 32 (v) The signature of the student and the student's parent or guardian.

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

34 The maximum number of days for which school Principals may excuse students for non-school
35 sponsored extracurricular activities is ten (10) per school year; provided that the Principal may limit the

1 number of days for which students may be excused based upon the student's grades or disciplinary
2 record.

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

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

6 Students who have more than five (5) unexcused absences have the opportunity to appeal to the Student
7 Services Supervisor. The decision of the Student Services Supervisor shall be final.

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

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

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

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

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

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

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

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

26 The student shall provide documentation to the school Principal proof of the service member's
27 deployment.

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

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

30 High School students participating in postsecondary school visits shall be counted as present, up to four
31 (4) school days; however, the student shall only be counted present the day of the postsecondary visit
32 and shall not be counted during any travel days. In order to be counted as present, the student must
33 satisfy the following requirements:
34

- 1 a) Prior written notice from a parent or legal guardian, specifying the date of the postsecondary
2 school visit must be provided to the school attendance secretary;
- 3 b) By no later than two (2) school days following the postsecondary school visit, the student must
4 present the school attendance secretary with a signed letter or form from a campus official of the
5 postsecondary institution documenting that the student visited the postsecondary institution;
- 6 c) The student must complete all schoolwork missed during the postsecondary school visit; and
- 7 d) The postsecondary school visit shall not occur during the TCAP testing window.

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

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

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

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

18 **CHRONICALLY ABSENT STUDENTS**

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

- 1 b) a description of how the academic progress of the chronically absent student will be
2 monitored by their school; and
- 3 c) other intervention methods which are available to assist parents/guardians of
4 chronically absent students in addressing the factors that may be causing or contributing
5 to the student's absence from school.

6 TRUANCY

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

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

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

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

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

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

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

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

6 **Progressive Truancy Plan**

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

10 **Tier One**

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

- 13 a) Counseling;
- 14 b) Community-based services;
- 15 c) Other services/supports to address student performance.

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

18 **Tier Two**

19 Tier Two of the Progressive Truancy Plan shall include:

- 20 a) A conference with the GMSD Student Services Supervisor/designee, and the student and
21 the parent, guardian, or other person having control of the student;
- 22 b) A resulting attendance contract to be signed by the student, the parent, guardian, or other
23 person having control of the student, and the GMSD Student Services
24 Supervisor/designee;

25 The contract must include:

- 26 (1) a specific description of the school's attendance expectations for the student;
 - 27 (2) the period for which the contract is in effect; and
 - 28 (3) penalties for additional absences and alleged school offenses, including additional
29 disciplinary action and potential referral to Juvenile Court.
- 30 c) Regularly scheduled follow-up meetings, which may be with the student and the parent,
31 guardian, or other person having control of the student, to discuss the student's progress;

- 1 d) An individualized assessment by a school employee of the reasons a student has been
- 2 absent from school; and
- 3 e) If necessary, referral of the student to counseling, community-based services, or other in-
- 4 school or out-of-school services aimed at addressing the student’s attendance problems.

Tier Three

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

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

Judicial Intervention Regarding Truancy

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

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

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

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

NOTICE

29 A copy of this Policy shall be posted on the GMSD Website and school counselors shall be supplied
30 copies of this Policy for discussion with students. This Policy shall be referenced in all School
31 Handbooks. All teachers, administrative staff, and parents/guardians shall be provided a copy of this
32 Policy, electronically or in writing.

Legal References

[T.C.A. § 10-7-504](#)

[T.C.A. § 49-2-130](#)

[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](#)

[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

Monitoring: Review: Annually	Descriptor Term: Interrogations and Searches	Descriptor Code: 6.303	Issued Date: 06/**/25 12/15/20
		Rescinds: 6.303	Issued: 07/21/14

1 It is the policy of the GMSD to interdict the introduction of weapons or contraband on school premises
2 by conducting limited searches of students and visitors. Such searches are necessary to maintain the
3 safest environment possible for students, staff, and visitors on campuses throughout the GMSD.

4 **SEARCHES BY SCHOOL PERSONNEL**

5 When circumstances dictate, GMSD Principals may order that vehicles parked on school property by
6 students or visitors, containers, packages, lockers or other enclosures used for storage by students or
7 visitors, and other areas accessible to students or visitors be searched in the Principal's presence or in
8 the presence of other members of the Principal's staff.

9 A student may be subject to a physical search because of the results of a locker search, or because of
10 information received from a teacher, staff member, student or other person if the Principal determines
11 that all of the following standards of reasonableness are met:

12 ~~Physical searches of students and searches of vehicles and containers or packages brought onto school~~
13 ~~grounds by students and visitors may be conducted if the principal, assistant principal, or a district~~
14 ~~administrator has a reasonable suspicion that a student or school visitor has in his/her possession a~~
15 ~~prohibited item or substance (including but not limited to drugs, drug paraphernalia, dangerous~~
16 ~~weapons, and other property not properly in their possession).[†]~~

17 ~~Reasonable suspicion warranting physical searches of students or premises exists when there is reason~~
18 ~~to believe that:~~

- 19
- 20 1. A particular student has violated school policy;
 - 21
 - 22 2. The search will yield evidence of the violation of school policy or will lead to disclosure of a
23 dangerous weapon, drug paraphernalia or drug;
 - 24
 - 25 3. The search is in pursuit of legitimate interests of the school in maintaining order, discipline,
26 safety, supervision and education of students;
 - 27
 - 28 4. The search is not conducted for the sole purpose of discovering evidence to be used in a criminal
29 prosecution; and

- 1 5. The search shall be reasonably related to the objectives of the search and not excessively intrusive
2 in light of the age and sex of the student as well as the nature of the infraction alleged to have
3 been committed.

4 **Searches may be conducted only by a:**

- 5 (A) School Resource Officer who is acting, for the purpose of the search, as a school
6 official;
- 7 (B) School Security Officer; or
- 8 (C) School administrator who has completed the required training.

9 If a student is under eighteen (18) years of age, then the Principal must notify the student's parent or
10 legal guardian within a reasonable time of the search.

11 A school or district administrator may search cellphones and other electronic devices that are brought to
12 school by student if a reasonable suspicion that a school policy and/or school district policy has been or
13 will be violated. The search must be reasonably related to the objective of ascertaining whether a school
14 policy and/or school district policy has been or will be violated.

15 Any dangerous weapon or drug located in the course of a search shall be turned over to the appropriate
16 law enforcement officer.

17 ~~The lockers are property of Germantown Municipal Schools and, therefore, can be searched at the
18 discretion of the principal/ assistant principal, or a district administrator. Random searches or searches
19 of all lockers may occur at any time. Individual searches will be conducted based upon reasonable
20 suspicion as described above.~~

21 ~~Vehicles parked on school property or areas designated for use by GMSD during school hours or special
22 events, may also be searched by the principal, assistant principal, or district administrator, if reasonable
23 suspicion exists to believe a violation of the law or school policy may exist.~~

24 **INTERROGATIONS BY SCHOOL PERSONNEL**

26 Students may be questioned by teachers or a school or principal, assistant principal, or a district
27 administrator ~~administration~~ about any matter pertaining to the operation of a school and/or the
28 enforcement of its rules. Questioning shall be conducted discreetly and under circumstances which will
29 avoid unnecessary embarrassment to the student. Any student answering falsely or evasively or refusing
30 to answer a question may be subject to disciplinary action, including suspension.

31 If a student is suspected or accused of misconduct or infraction of the student code of conduct, the school
32 or principal, assistant principal, or a district administrator may interrogate the student without the presence
33 of parent(s)/guardian(s).

1 INTERROGATIONS BY POLICE AT PRINCIPAL'S REQUEST

2 If a school ~~the principal, assistant principal,~~ or a district administrator ~~administration~~ has requested
 3 assistance by law enforcement to investigate a crime ~~involving his/her school~~, the police may interrogate
 4 a student suspect in school during school hours. The ~~school principal, assistant principal,~~ or district
 5 administrator shall first attempt to notify the parent(s)/guardian(s) of the student unless circumstances
 6 require otherwise. However, the interrogation may proceed without attendance of the
 7 parent(s)/guardian(s), but the ~~school principal, assistant principal,~~ or district administrator shall be
 8 present during the interrogation.⁴

9 POLICE-INITIATED INTERROGATIONS

10 If the police deem circumstances ~~are~~ of sufficient urgency to interrogate students at school for unrelated
 11 crimes committed outside of school hours, the police ~~department~~ should first contact the ~~school or~~
 12 ~~principal/district administrator administration~~ regarding the planned interrogation and inform him/her of
 13 the probable cause to investigate. The ~~school principal, assistant principal,~~ or district administrator shall
 14 make reasonable efforts to notify the parent(s)/guardian(s) of the interrogation unless circumstances
 15 require otherwise. The interrogation may proceed without attendance of the parent(s)/guardian(s), but
 16 the ~~school principal, assistant principal,~~ or district administrator shall be present during the interrogation.

17 NOTICE

18 This Policy shall be posted on the GMSD website and in Student Handbooks.

19 SEARCHES BY SCHOOL PERSONNEL

20 ~~In order to ensure a safe and secure learning environment, the Superintendent of Schools shall develop~~
 21 ~~procedures regarding the searching of students, lockers, vehicles, and containers which are consistent~~
 22 ~~with state law. The Superintendent shall develop additional procedures to ensure compliance with all of~~
 23 ~~the provisions of the School Security Act of 1981.^{2,3}~~

Legal References

T.C.A. § 49-6-4202

T.C.A. § 49-6-4204

T.C.A. § 49-6-4205

T.C.A. § 49-6-4210

T.C.A. § 49-6-4212

~~TCA 49-6-4201 to 4218~~

~~TCA 49-6-4203(b)~~

~~TCA 49-6-4201 et seq.; Tenn. Op. Att'y Gen. No. 14-21 (February 24, 2014)~~

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Wireless Communication Devices	Descriptor Code: 6.312	Issued Date: 06/**/25
		Rescinds:	Last Issued: 07/21/14

A. DEFINITIONS:

(1) **“Wireless Communication Device”** - A portable wireless device that has the capability to provide voice, messaging, OR other data communication between two (2) or more parties, including, but not limited to:

(a) Cellular telephones;

(b) Tablet computers;

(c) Laptop computers, and;

(d) Gaming devices.

(2) **“Emergency”** - A situation that requires immediate action due to an urgent, unexpected, and dangerous condition that poses an immediate risk to health, life, property, or the environment.

B. POLICY:

With limited exceptions, students may not use wireless communication devices during instructional time.

Those limited exceptions are as follows:

(1) The student’s teacher authorizes the student to use a wireless communication device for educational purposes.

(2) The student may use a wireless communication device in the event of an emergency.

(3) The student may use a wireless communication to manage the student’s health.

1 (4) The student may use a wireless communication device if the student's
2 Individualized Education Plan, Section 504 Plan or Individual Learning Plan,
3 provides for the use.

4
5 (5) The student may use a wireless communication device if the device is being used
6 by a student with a disability for the operation of assistive technology to increase
7 maintain or improve the student's functional capabilities.

8 ~~Students may possess personal communication devices and personal electronic devices, including cell~~
9 ~~phones, laptops, tablets, wearable technology such as eye glasses, rings, or watches that have the~~
10 ~~capability to record, live stream, or interact with wireless technology, and MP3 players on school~~
11 ~~property as long as the devices are turned off and stored in backpacks, purses, or personal carry-alls.~~
12 ~~However, with prior approval from the principal or his/her designee, a teacher may grant permission for~~
13 ~~the use of these devices in his/her classroom. Students should not remove cell phones or any other~~
14 ~~electronic/communication device for personal usage at any point during the school day, without the~~
15 ~~appropriate approval.~~ School/District administrators may, if they have reasonable suspicion to do so,
16 search any cell phone brought onto any GMSD property, which includes but is not limited to parking
17 areas or any other property ~~the~~ designated for school use. The **School/District are** ~~school is~~ not
18 responsible for any lost, damaged, or stolen devices while on school property.

19 ~~Unauthorized use or improper storage of a device will result in confiscation until such time as it may be~~
20 ~~released to the student's parents or guardian.~~ A student in violation of this policy is subject to disciplinary
21 actions.

22 ~~A student found to be in violation of this policy shall have the device taken and kept by the school~~
23 ~~principal or his/her designee until the following school day. The school shall determine a time and place~~
24 ~~the device may be picked up by the parent/guardian the next school day following the day the device~~
25 ~~was taken. If the device is not picked up the next day, the parent shall coordinate with the school to~~
26 ~~determine when the device can be picked up.~~

27 ~~For each subsequent violation of this policy, the student shall receive additional consequences in~~
28 ~~accordance with the district wide discipline policy.~~

29 **This Policy shall be placed on the GMSD website.**

Legal References

Public Acts of 2025, Chapter No. 103

Germantown Municipal School District

Monitoring: Review: Annually, in October	Descriptor Term: Seizure Management	Descriptor Code: 6.423	Issued Date: 06/**/25 11/30/21 09/15/14
		Rescinds:	Issued:

1 The District, in accordance with T.C.A. § 49-5-415, shall permit employees, who have been properly
2 trained by a registered nurse, to volunteer to administer anti-seizure medication in emergency situations
3 to a student in compliance with the student's IHP. However, if a school nurse is available and on site, the
4 nurse shall administer the anti-seizure medication to the student.

5 Prior to administration of an anti-seizure medication to a student by volunteer school personnel or a
6 school nurse, the student's parent or guardian shall provide:

- 7 1) The student's school with a written authorization to administer the medication at school;
- 8 2) A written statement from the student's healthcare practitioner, which statement shall contain the
9 student's name, the name and purpose of the medication, the prescribed dosage, the route of
10 administration, the frequency that the medication may be administered, and the circumstances
11 under which the medication may be administered; and
- 12 3) Prior to its expiration, the prescribed medication to the school in its unopened, sealed package
13 with the intact label affixed by the dispensing pharmacy.

14 A student's parent or guardian who has given the student's school written authorization to administer
15 anti-seizure medication shall, in accordance with the student's IHP, notify the school nurse if anti-
16 seizure medication or prescription or over the counter medicines are administered to the student at a time
17 at which the student is not present at school.

18 **At least one full-time employee or volunteer at each school, who is not a school nurse, shall annually**
19 **receive training in seizure safety and first aid to assist students and staff in the event of an emergency.**

Legal References

T.C.A. § 49-50-1602
Public Acts of 2025, Chapter No. 165



GBOE RESOLUTION 03/2024-2025

A RESOLUTION OF THE GERMANTOWN MUNICIPAL SCHOOL DISTRICT BOARD OF EDUCATION TO ADOPT GMSD'S SCHOOL FEDERAL PROJECTS BUDGET, AS APPROVED BY THE TENNESSEE DEPARTMENT OF EDUCATION, AS GMSD'S SCHOOL FEDERAL PROJECTS BUDGET

WHEREAS, ePlan is the State of Tennessee's online platform that allows schools and school districts the ability to access district and school plans, funding applications, and monitoring instruments; AND

WHEREAS, one of the functions managed through ePlan is federal funds management, compliance and reporting; AND

WHEREAS, presently even the most minute expenditures and adjustments made within the GMSD School Federal Funds budget must be approved by the GMSD Board despite the fact that each expenditure and adjustment are also required to be approved by the Tennessee Department of Education ; AND

WHEREAS, the Tennessee Comptroller of the Treasury has informed school districts that if approved by their respective school boards, via resolutions, school districts will be relieved of duplicating the work of the TDOE.

NOW, THEREFORE, BE IT RESOLVED by the Germantown Municipal School District Board of Education, that GMSD's School Federal Projects Budget, as approved by the Tennessee Department of Education, be adopted as GMSD's School Federal Projects Budget.

On this _____ day of June, 2025.

Angela Griffith, Chair
Germantown Municipal School District
Board of Education

Jason Manuel, Superintendent
Germantown Municipal School District
Board of Education

RFP # GMSD FY 2025-004
FOOD SERVICE MANAGEMENT COMPANY
SUMMARY

RESPONDENTS:

K-12 Elior
Southwest Food Service Excellence (incumbent)

SELECTION COMMITTEE

Joseph Bond
Debra Davis
Chrystal Epps-Bean
Kevin Jones
Andrew Martin

COMMITTEE SCORES

K-12 Elior – 476 out of 500
Southwest Food Service Excellence – 487 out of 500

ANNUAL COST - PROJECTED

K-12 Elior - \$2,240,877
Southwest Food Service Excellence - \$2,034,673

NET INCOME – PROJECTED

K-12 Elior - \$81,250
Southwest Food Service Excellence - \$305,200

Required Documents

- ✓ Confidential and Proprietary
- ✓ Certificate of Insurance
- ✓ SFE W-9
- ✓ Independent Price Determination Certificate
- ✓ Business License
- ✓ Addendum Acknowledgment
- ✓ Q&A and Addenda
- ✓ RFP

Tying up Loose Ends

Confidentiality and Non-Disclosure Agreement

Southwest Foodservice Excellence's proposal is confidential, containing information proprietary to Southwest Foodservice Excellence. None of the information contained in this plan may be reproduced or disclosed to any person under any circumstances without the express written permission of Southwest Foodservice Excellence.

The information contained within was submitted with the sole purpose of being reviewed for the award of a contract to a successful bidder pursuant to a request for proposal issued by the district.

Southwest Foodservice Excellence reserves the right to collect all proposals it deems necessary at any point as per the US Department of Agriculture procurement codes.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JMB Insurance Agency, Inc. 900 N Michigan Ave, 15th Floor Chicago IL 60611	CONTACT NAME: Michael Dienhart PHONE (A/C. No. Ext): FAX (A/C. No.): (312) 577-0725 E-MAIL ADDRESS: mdienhart@jmbins.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: Underwriters at Lloyds of London</td> <td>15792</td> </tr> <tr> <td>INSURER C: Landmark American Insurance Co.</td> <td>33138</td> </tr> <tr> <td>INSURER D: Hudson Excess Insurance Company</td> <td>14484</td> </tr> <tr> <td>INSURER E: Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER F: Houston Casualty Company</td> <td>42374</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: Underwriters at Lloyds of London	15792	INSURER C: Landmark American Insurance Co.	33138	INSURER D: Hudson Excess Insurance Company	14484	INSURER E: Hanover Insurance Company	22292	INSURER F: Houston Casualty Company
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INSURED Cenavera Nutrition, LLC (Formerly SFE Holdings, LLC) 9366 East Raintree Drive Scottsdale AZ 85260														

COVERAGES **AL** **CERTIFICATE NUMBER: Cert ID 88004 (346)** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7092574049	07/31/2024	07/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7092574021	07/31/2024	07/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7092636470	07/31/2024	07/31/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
G	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7092574035	08/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Sexual Miconduct Liabilit			H23HPI40247-04	10/01/2024	10/01/2025	Each Victim Limit \$ 1,000,000
F	Sexual Miconduct Liabilit						Aggregate Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurer G: National Fire Insurance Company NAIC# 20478
 Insurer H: National Union Fire Insurance Company of Pittsburgh, PA NAIC# 19445

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Southwest Foodservice Excellence, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) 9366 East Raintree Drive, Suite 101	Requester's name and address (optional)
6 City, state, and ZIP code Scottsdale, AZ 85260	
7 List account number(s) here (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
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or											
Employer identification number											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;">2</td> <td style="width: 12.5%;">0</td> <td style="width: 12.5%;">-</td> <td style="width: 12.5%;">1</td> <td style="width: 12.5%;">7</td> <td style="width: 12.5%;">4</td> <td style="width: 12.5%;">6</td> <td style="width: 12.5%;">1</td> <td style="width: 12.5%;">0</td> <td style="width: 12.5%;">4</td> </tr> </table>	2	0	-	1	7	4	6	1	0	4	
2	0	-	1	7	4	6	1	0	4		

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 on page 3.

Sign Here Signature of U.S. person ▶

Date ▶ 05/19/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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?* on page 2 for further information.

Independent Price Determination Certificate

Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Germantown Municipal School District

SFA

Southwest Foodservice Excellence, LLC

FSMC

- (A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Food Service Management Company certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, and has not participated and will not participate in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify and he or she has not participated and will not participate in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.



Chief Financial Officer

5/19/2025

Signature of FSMC's Authorized Representative Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative Title


Date

NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Addendum Acknowledgment

All addenda issued by the district were received by Southwest Foodservice Excellence, LLC and were utilized in the preparation of this proposal.

Date: 05/19/2025

Authorized Signature: 

Southwest Foodservice Excellence, LLC
Bryan McMahon
Chief Financial Officer

May we use your logo in our proposal? Yes

Are there currently any District employees that would remain district employees? No

Is the expectation to maintain current wages and benefits for the hourly employees? If so...can you provide details. Salary information is not available

What is the expectation for the total\$ spend for labor? Salary information is not available

Is the district currently satisfied with the performance of the current food service company? Yes

Can you provide the results of the last administrative and procurement review?

Administrative Reviews are public

knowledge: <https://www.tn.gov/education/districts/health-and-safety/school-nutrition.html>

Can you provide the current contract? Not available

Can you provide the SNP report.

What is the current food service program balance? \$1.2 Million

What is the districts expectation regarding yearly program balance? Break even

Can you provide the monthly state claims by building for this YTD and last year? Attached

Can you provide meal counts (free, reduced, paid) by building for this YTD and last year? Attached

Can you provide a la carte sales by building by month for this YTD and last year? Attached

Please provide the USDA inventory & order for the 2025-26 school year including entitlement and processing agreement.

Please provide the cost of the annual food permits. \$80.00 per school (Health Permits paid by the district)

Please provide the cost for background checks. \$50.00

Page 30 mentions the vendor paying for health exams. Can you provide the cost of this for YTD and last year. Not Available

Please provide the USDA commodities credit by month as described on Page 32. Approximate \$12,772 per month

What meals are offered in each building? Breakfast, lunch, and A la carte items

Please provide catering sales for this YTD and last year. 2023-24 \$5,553, 2024-25 \$9095 (to date)

Please provide the # amount for the total program cost as described in attachment 9.5, #2 this YTD and last year. 2023-24 \$2.4 million, 2024-25 \$1.5 million

Please provide free and reduced % buy building for this year. attached

Are any schools CEP schools? If so, please designate what buildings. No

What is the current cost for lunch monitors labor as described in the RFP designation of costs and is this cost being paid by the FSMC. Cost is not the responsibility of FSMA

Under designated expenses...what is the requirement for vehicles and how are they used? None

Is a summer program offered? No

How many buildings are open?

Can you provide sales history by building for the last 2 summers?

Is there central storage for food distribution of commodities? If so...how is the food distributed? Each school stores their own food

Please provide the education requirements of the management team. Determined by the FSMC

· **Required per RFP- Proposal Cover Sheet** - Is the ACCEPTANCE OF RFP TERMS, considered the Proposal Cover Sheet? Yes

· **Required per RFP - Request for Proposal Agreement-** Is this the last page of Pro Forma Contract - page 48? (Pro Forma Contract is pages 20 -48) Yes

· **Cost Proposal** - Page 2 is missing

- • Cost Proposal Form states - The Proposer shall indicate on **Page 2** of the Cost Proposal Format (Attachment 9.2) the offered price (Total Program Costs) for providing all services proposed including all services as defined in the pro forma contract Scope of Services of the subject RFP. Attachment 9.2 should read page 1

(not page 1 of 2) the bottom sentence should be ignored Meal Equivalency Factor each bidder should use 4.44 (2025-2026)

- Edit checks attached
- Claim forms (8/1/25 – 3/31/25) attached
- Catering \$ amount each bidder should use \$10,000
- Labor schedule (incl. position, days worked, hours per day and pay rate) Information not available
- Benefits \$ amount Information not available
- Holiday/Vacation days Information not available
- Indirects
- Food Service financials see attached financial statement

Section-Proforma Contract Item CC Bid Bond: Proposer shall provide a Bid Bond with its Proposal. The cost of the Bid Bond shall be included in the Bid. Can you please provide the total dollar amount or percentage required for the Bid Bond? 5%

Houston High School Staffing: 1 cafeteria manager, 8 cooks/technicians

RFP & Required Documents

Tying up Loose Ends



REQUEST FOR PROPOSAL FY2025-2026 FOOD SERVICE MANAGEMENT PROGRAM

Proposals Due 2:00 PM CST May 21, 2025
GERMANTOWN MUNICIPAL SCHOOLS DISTRICT OFFICE
3350 S. Forest Hill Irene Rd., Germantown, TN 38138

PACKET CONTAINS:

Notice to Vendors - Acceptance of RFP Terms	2
Notice to Vendors - General Terms and Conditions	3
Hold Harmless Agreement	9
Certification regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions	10
Certification regarding lobbying	12
Non-Collusion Affidavit	13
Certification regarding "Buy America" Requirements	15
Request for Proposal Pricing Sheet	16
RFP Label	17
Food Service Management Program Details – ProForma Contract	18

NOTICE TO VENDORS
REQUEST FOR PROPOSAL #FY2025-004
GMSD FOOD SERVICE MANAGEMENT PROGRAM

April 21, 2025

ACCEPTANCE OF RFP TERMS

The Germantown Municipal School District is submitting a Request for Proposal to qualified companies that can provide a Food Service Management Program for The Germantown Municipal School District, 3350. S. Forest Hill Irene Road, Germantown, TN. 38138

All proposals must be received by The Germantown Municipal School District - CFO, Attn: Kevin Jones, 3350 S. Forest Hill Irene Rd., Germantown, TN. 38138, by Wednesday, May 21, 2025, at 2:00 P.M., CST. Proposals received after the specified date and time will be considered late and will not be opened or considered. Please use the label attached to all proposals.

There will be a **Mandatory pre-proposal conference beginning at 10:00 A.M., Central Time, May 5, 2025.** All interested proposers will meet in the Board Auditorium at The Germantown Municipal School District Office located at 3350 S. Forest Hill Irene Rd. Germantown, TN. 38138.

The Germantown Municipal School District reserves the right to reject any or all proposals, waive defects or informalities in proposals and to make awards deemed to be in its best interest.

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 proposal 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 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 Germantown Municipal School District, its board members, agents and employees arising out of the use of any product or article that is provided pursuant to the bid. 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 or damages sustained by any person arising out of or in the course of the proposer performing or failing to perform the service related to this bid and/or providing or failing to provide the goods related to this bid.

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 and state laws.

The Germantown Municipal School District offers educational, employment and business opportunities without regard to race, age, color, national origin, religion, sex, disability or genetic information.

Southwest Foodservice Excellence, LLC

COMPANY NAME

9366 E. Raintree Drive

ADDRESS

Scottsdale, AZ 85260

CITY

STATE

ZIP

TERMS:

DELIVERY: Days A.R.O. _____

480-551-6550

PHONE

480-551-6552

FAX

bryan.mcmahon@sfellc.org

E-MAIL ADDRESS

Name and signature below certify that you understand and agree to the requirements above as well as all the information contained in this RFP and that you agree to all of the terms contained in the Notice to Vendors, including but not limited to the General Terms and Conditions, the Pro-Forma Contract, Attachments & Food Service Operations Review as written in the Notice to Vendors.

NOTICE TO VENDORS
REQUEST FOR PROPOSAL #FY2025-004
GMSD FOOD SERVICE MANAGEMENT PROGRAM

AUTHORIZED REPRESENTATIVE (Print) Bryan McMahon

SIGNATURE 

DATE 5/19/2025

GENERAL TERMS AND CONDITIONS

1. The Germantown Municipal School District will receive bids for Dogwood Elementary School, Farmington Elementary School, Forest Hill Elementary School, Riverdale Elementary School, Houston Middle School and Houston High School. The district does not anticipate adding any schools.
2. The programs include National School Lunch Program and the School Breakfast Program, Commodities, DOD/ Brown Box USDA Food, Direct Ship ("Brown Box") Fresh A La Carte, Catering and Adult Meals.
3. General Terms and Conditions and Specifications are contained in this bid. All proposals must be received by **May 21, 2025** by 2:00 PM CST at The Germantown Municipal School District office, located at 3350 S. Forest Hill Irene Rd. Germantown, TN. 38138.
4. There will be a mandatory pre-proposal conference beginning at 10:00 A.M., Central Standard Time, on **May 5, 2025**. All interested proposers will meet in the Board Auditorium at The Germantown Municipal School District Office located at 3350 S. Forest Hill Irene Rd. Germantown, TN. 38138. The conference will include site visits to some of our facilities.
5. Questions regarding this RFP should be directed via email to kevin.jones@gmsdk12.org no later than 12:00 noon. CST on **May 12, 2025**. Please address the subject line as: **RFP Food Services Questions**. All questions must be submitted by email.
6. Response to questions will be made by May 14, 2025 no later than 12 noon CST.
7. **All price quotations and related materials must be received in a sealed envelope. Time, date and nature of bid must be clearly marked on face of sealed envelope. Attach label from this document to the outside of your bid submission.**
8. Cafeteria Personnel:
 - a. All Food Service Management employees will be employees of the Food Service Management Company.
 - b. The successful Proposer will maintain appropriate staffing levels for each school.
 - c. The current staffing levels are as follows:
 - i. Houston Middle School- 1 Cafeteria manager, 3 Cooks/technicians
 - ii. Riverdale School (K-8th)- 1 Cafeteria manager, 5 Cooks/technicians
 - iii. Forest Hill Elementary School- 1 Cafeteria Manager, 2 Cooks/technicians
 - iv. Farmington Elementary School- 1 Cafeteria Manager, 2 Cooks/technicians
 - v. Dogwood Elementary School- 1 Cafeteria Manager, 2 Cooks/technicians
9. An agent that can legally bind the bidding vendor must sign the Bid Cover Sheet and Hold Harmless Agreement and include both documents with their bid response.
10. The successful vendor shall hold all licenses from the State of Tennessee related to the bid and shall meet all necessary legal requirements for conducting business with The Germantown Municipal School District.

Estimated project timing:

RFP Emailed and Advertised	April 21, 2025
Pre-Proposal Conference – GMSD District Office	May 5, 2025, at 10:00 AM CST
Deadline for Questions	May 12, 2025, no later than 12 noon CST
RFP Responses Due	May 21, 2025, no later than 2:00 PM
Proposer's Presentations	May 28, 2025, 10 am – 12 PM
Board Contract Approval	<u>June 17, 2025</u>
Contract Award Date	June 23, 2025
Implementation Begins	July 1, 2025

NOTICE TO VENDORS
REQUEST FOR PROPOSAL #FY2025-004
GMSD FOOD SERVICE MANAGEMENT PROGRAM

11. Proposer to submit five (5) complete hardcopy sets (original and 4 copies. Responses shall be delivered in a sealed envelope and/or carton clearly marked, "RFP #FY2025-004 – Food Service Management Program". 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 the face of sealed envelope. Attach label from last page of this document to the outside of your RFP response.

NOTICE TO VENDORS
REQUEST FOR PROPOSAL #FY2025-004
GMSD FOOD SERVICE MANAGEMENT PROGRAM

12. 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. The format of Request for Proposal response should be as follows:

- I. Company Organization Chart/Management Structure and Personnel Qualifications (include experience in food service management for schools, management and supervisors.)
- II. Staffing Recommendations for Project
- III. Project Plan
- IV. 21 Day Meal Plan which meets the meal component requirements prescribed by the USDA
- V. Quality Control Procedures. (Standardized process for handling claims arising from accidents or other associated with the provider; including but not limited to a mechanism for reimbursement for incurred expenses)
- VI. References: List five (5) references from school system clients from whom you are currently providing food service management. Include contact name, address, telephone number, and email address.
- VII. Fee Schedule
- VIII. State any exceptions to RFP
- IX. Other information as specified or included for consideration
- X. Completed and Signed Request for Proposal Cover Sheet
- XI. Completed and Signed Certificate of Non-Discrimination Form
- XII. Completed and Signed Request for Proposal Agreement
- XIII. Completed and Notarized Hold Harmless Agreement
- XIV. Completed and Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.
- XV. Completed and Signed Certification Regarding Lobbying
- XVI. Completed, Signed and Notarized Non-Collusion Affidavit
- XVII. Completed and Signed Certification Regarding "Buy American" Requirements
- XVIII. Completed and Signed Request for Pricing Sheet

13. The proposals will be evaluated and a provider(s) selected using the following criteria:

- Experience
- Reliability
- Expertise of Personnel
- Operational Plan
- Quality
- Cost

14. The General Terms and Conditions and Scope of Services listed in this proposal constitute the total General Terms and Conditions and Scope of Services that will be acceptable. The Germantown Municipal School District will not be bound by conditions other than those stated. RFP award will be made to the best responsive company that meets the requirements of The Germantown Municipal School District.

NOTICE TO VENDORS
REQUEST FOR PROPOSAL #FY2025-004
GMSD FOOD SERVICE MANAGEMENT PROGRAM

15. Negotiations may be undertaken with the proposer.
16. 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 the best interest of The Germantown Municipal School District. If awarded, the award will be made to the best responsive company that meets the requirements of The Germantown Municipal School District. Poor or questionable references or failure to provide the requisite number of references will constitute cause for rejecting proposals.
17. Companies submitting a response to the RFP must be willing to meet with The Germantown Municipal School District at the Proposer's expense, to discuss their proposal. If chosen, Proposer must be prepared to answer questions regarding their proposal to a panel of evaluators. The Germantown Municipal School District shall not bear any costs or obligation regarding the preparation of the proposal.
18. The Germantown Municipal School District reserves the right to request any additional information deemed necessary in the evaluation of this bid. Requested information shall be submitted within five (5) business days from the date of request.
19. Any and/all revisions made to the Notice to Vendors made prior to the bid opening will be posted on the Germantown Municipal School District website below and will be the responsibility of the proposers to check for any and/all revisions.

<https://www.gmsdk12.org/departments/finance/bidrfp-opportunities>

20. By agreeing to provide goods or services to any school within The Germantown Municipal School District, you are attesting that you are aware of your obligations under T.C.A. § 49-5-413 to ensure that all of your employees who have direct contact with students of the School District or to children in the School District's child care program or who have access to the grounds of any School District when children are present have done the following:
 - a. Supplied a fingerprint sample and submitted to a 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 School District's children or entering the grounds of the School District;
 - b. 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 District's child care program.

The successful proposer also agrees that if one of your employees commits a sexual offense as defined in T.C.A. § 40-39-202 or violent sexual offense as defined in T.C.A. § 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 District or to children in a School District's child care program or to enter the grounds of the School District.

You also agree and understand that your failure to satisfy all the requirements of T.C.A. § 49-5-413 will be deemed to be a material breach of this and all contracts with The Germantown Municipal School District which could subject you to breach of contract damages and/or termination of this and all contracts with The Germantown Municipal School District.

21. The successful Proposer(s) must carry insurance as specified and COI must be submitted within three (3) business days after the bid is awarded. Certificate of Insurance must provide coverage for any/all subcontractors.
 - A Worker's compensation coverage in accordance with the statutory requirement and limits required by Tennessee State Law.

NOTICE TO VENDORS
 REQUEST FOR PROPOSAL #FY2025-004
 GMSD FOOD SERVICE MANAGEMENT PROGRAM

B From a company licensed to write insurance policies in the State of Tennessee

Commercial General Liability	Each Occurrence	\$1,000,00
	Damages to Rented Premises	\$100,00
	Medical Expenses	\$5,00
	Personal and ADV Injury	\$1,000,00
	General Aggregate	\$2,000,00
	Products - Comp/OP AGG	\$2,000,00
	Employee Benefits	\$1,000,00
Auto Liability	Combined Single Limit	\$1,000,00
	Medical Payments	\$5,00
Umbrella Liability	Each Occurrence	\$1,000,00
	Aggregate	\$1,000,00
Professional Liability	Aggregate	\$3,000,00
	Occurrence	\$1,000,00
Employee Dishonesty		\$500,000 lin

- C. The Germantown Municipal School District Board of Education shall be conspicuously named on the Certificate of Insurance as an additional insured.
- D. The Proposer agrees that it will not propose or insist upon any limitation on the Proposer's liability.

22. In accordance with the Iran Divestment Act:

- a. "By submission of this bid, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to T.C.A. § 12-12-106." I further attest and agree to immediately notify the Germantown Municipal School District Purchasing Department if either I or the entity I represent can no longer make the foregoing certification. I understand that failure to notify the Purchasing Department may invalidate any and all agreements I have with The Germantown Municipal School District.

23. If at any time The Germantown Municipal School District is dissatisfied with the quality of service or products provided, a written notice of the specific problem(s) will be furnished to the successful proposer. If the problem is not corrected to the satisfaction of The Germantown Municipal School District within 30 days of this written notice, this and all contracts with the successful proposer may be unilaterally terminated by The Germantown Municipal School District with no further obligation on the part of The Germantown Municipal School District. This and all contracts with the successful proposer may also be terminated if three (3) or more such occurrences occur within any twelve (12) month period. The proposer understands that it may be removed from bid considerations by the Germantown Municipal School District for all future bids, should The Germantown Municipal School District deem any products or service provided by the successful proposer to be deficient.

24. There is no guarantee as to the total amount of funds in the award of this RFP.

25. 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 successful proposer shall have no continuing obligation under the terms of this Contract.

26. Any alteration to this RFP document by a Proposer will deem that Proposer's response to this RFP null and void.

27. Successful proposer's recommendations must be in compliance with all local, state and federal codes, ordinances, regulations and laws. The successful proposer shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, regulations, including applicable licensing requirements, according to sound engineering, management and safety practices, and in compliance with any and all rules, requirements and specifications required by The Germantown Municipal School District relative to the premises. The Germantown Municipal School District has the right at its discretion to terminate or renegotiate this agreement due to the occurrence of any event or action beyond The Germantown Municipal School District's control.

28. Any exceptions to the General Terms and Conditions and Scope of Services must be clearly stated in the RFP response.

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

NOTICE TO VENDORS
REQUEST FOR PROPOSAL #FY2025-004
GMSD FOOD SERVICE MANAGEMENT PROGRAM

30. It is agreed and understood that state laws and federal 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.
The initial contract will run from July 1, 2025, through June 30, 2026 with an option to extend annually for four (4) one year terms at the concurrence of both parties. Before any fixed rate or fee adjustments can be implemented as part of a contract renewal agreement, the food service management company shall document to the SFA, through a written financial analysis, the need for such adjustments. Adjustment of all individual per meal fixed rates and applicable fees in subsequent contract terms must not exceed the percentage rate of change of the "Consumer Price Index for All Urban Consumers—Food Away From Home, South Region" annual rate for December of the current school year, as compared to the rate for December of the December of the current school year, as compared to the rate for December of the previous year or a comparable index if that index is not available. The comparable index will be agreed upon at renewal". Percentage increases cannot be applied to any previous contract term's total estimated or actual contract cost. The calculation method regarding the determination of à la carte equivalents, if applicable, is outlined in the "Meal Pricing" section of this contract. The SFA will be allowed to propose a price decrease if "Consumer Price Index for All Urban Consumers—Food Away from Home, South Region" indicates a decrease.
31. Pricing quoted by the Proposer may not be modified between the time of proposal and the time the RFP is awarded.
32. 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, their Board Members, employees, and agents for any and all claims that may arise out of its duties contracted pursuant to this RFP.
33. Successful proposers must supply manufacturer's Safety Data Sheets (SDS) on all products used by the successful proposer.
34. The General Terms and Conditions and Scope of Services in no way favor one (1) vendor over another. Proposers shall abide by and comply with the true intent of the General Terms and Conditions and Scope of Services and not take advantage of any unintentional error or omission of The Germantown Municipal School District. The Germantown Municipal School District reserves the right to make final determination as to the award of this bid.
35. Jacqueline Saunders of Procurement Services of The Germantown Municipal School District shall serve as the RFP Coordinator.
36. Successful Proposer(s) and its employees will be expected to adhere to all applicable School District Policies and Procedures. Successful Proposer agrees to permanently remove from all GMSD facilities any of its employees who do not conform to School District policies and procedures.
37. It is understood that the successful proposer, shall indemnify, protect 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 Germantown Municipal School District, its board members, agents and employees arising out of the use of any product or article that is provided pursuant to the RFP. The successful proposer agrees to indemnify, protect, defend and hold harmless The Germantown Municipal School District, its Board Members, agents and/or employees from all judgments, claims, demands for payment, or suits or actions of every nature and description brought against The Germantown Municipal School District, its board members, agents, and/or employees alleging injuries or damages sustained by any person arising out of or in the course of the successful proposer performing or failing to perform the services related to this RFP and/or providing or failing to provide the goods and/or services related to this RFP.
38. During the period of this contract, no change will be permitted in any of the conditions and specifications set forth in this bid document unless the successful proposer receives written approval from The Germantown Municipal School District.
39. Upon signature of this RFP by the parties, this RFP and the successful proposer's response will serve as the contract between the parties, as well as any written and/or electronic communications received from proposer in evaluation process. In the event that there is a conflict between the RFP and the RFP Response, the RFP shall control. The Proposer acknowledges and agrees that it will not propose or insist upon contract language that limits Proposer's liability.
40. The Germantown Municipal School District offers educational, employment and business opportunities without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal or state laws.
41. The Germantown Municipal School District encourages qualified minority and/or women-owned businesses to submit bids. The Germantown Municipal School District awards bids without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal or state laws.

NOTICE TO VENDORS
REQUEST FOR PROPOSAL #FY2025-004
GMSD FOOD SERVICE MANAGEMENT PROGRAM

42. The Proposer agrees that GMSD has the right to request that any of Proposer's employees be removed from working at any GMSD facility for any non-discriminatory reason and Proposer agrees to honor said requests.

NOTICE TO VENDORS
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GMSD FOOD SERVICE MANAGEMENT PROGRAM

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between Southwest Foodservice Excellence, LLC Name of Food Service Management Company (hereinafter SFMC), and The Germantown Municipal School District Board of Education (GMSD). It is understood that the successful proposer, shall indemnify, protect 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 Germantown Municipal School District, its board members, agents and employees arising out of the use of any products or articles that are provided pursuant to the RFP. The successful proposer agrees to indemnify, protect, defend and hold harmless The Germantown Municipal School District, its Board Members, agents and/or employees from all judgments, claims, demands for payment, or suits or actions of every nature and description brought against The Germantown Municipal School District, its board members, agents, and/or employees alleging injuries or damages sustained by any person arising out of or in the course of the successful proposer performing or failing to perform the services related to this RFP and/or providing or failing to provide the goods and/or services related to this RFP.

(Name of Contractor) Southwest Foodservice Excellence, LLC

BY: Bryan McMahon *BZ*

TITLE: Chief Financial Officer

State of Arizona

County of Maricopa Bryan McMahon 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 instrument on behalf of _____.

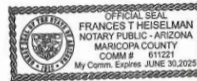
Frances T Heiselman

Signature _____

Witness by hand and Notary seal at office this 19th day of May, year of 2025.

Notary Public

My Commission Expires: 6/30/2025



Obtain Notary signature and return document

INSTRUCTIONS FOR CERTIFICATION (SEE PREVIOUS PAGE)

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

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract. The making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.


FNS Grant/Cooperative Agreement

Southwest Foodservice Excellence, LLC 9366 E. Raintree Drive Scottsdale, AZ 85260

Name/Address of Organization

Bryan McMahon - Chief Financial Officer

Name/Title of Submitting Official

 5/19/25

Signature Date

NOTICE TO VENDORS
REQUEST FOR PROPOSAL #FY2025-004
GMSD FOOD SERVICE MANAGEMENT PROGRAM

NON-COLLUSION AFFIDAVIT

State of Arizona
County of Maricopa


I state that I am Chief Financial Officer of Southwest Foodservice Excellence, LLC

And that I am authorized to make this affidavit on behalf of my company, and its owners, directors, and officers. I am the person responsible in my company for the price(s) and the amount of this bid.


I state that:

- (1) The prices(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
- (2) Neither the prices(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other company or person who is a proposer or potential proposer, and they will not be disclosed before bid opening.
- (3) No attempt has been made to induce any company or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company or person to submit a complementary or other noncompetitive bid.
- (5) Southwest Foodservice Excellence, LLC, its affiliates, subsidiaries, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

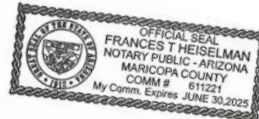
I state that Southwest Foodservice Excellence, LLC understands and acknowledges that the above representation is material and important and will be relied on by The Germantown Municipal School District, in awarding the contract(s) for which this bid is submitted, I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Germantown Municipal School District of the true facts relating to submission of bids for this contract.

 Bryan McMahon, Chief Financial Officer

Name and Company Position

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 19th DAY
OF May, 2025
Frances Heiselman

Notary Public

06/30/2025
My commission expires



INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT (SEE PREVIOUS PAGE)

1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.
2. This non-collusion affidavit must be executed by the member, officer, or employee of the proposer who makes the final decision on prices and the amount quoted on the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all the other persons employed by or associated with the proposer with responsibilities for the preparation, approval, and or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another company and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file and Affidavit in compliance with these instructions will result in disqualification of the bid.

CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS

We require that suppliers comply with the Buy American provision in all program meals and:

1. Certify that the products they are offering are domestic; or

Request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item. Exceptions may be granted for domestic items not available in sufficient quantities or qualities, and items that are included on the Nonavailable Articles List.

Request for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line-item operational specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least (7) calendar days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of specified item	Price of alternative item
	Limited or lack of availability	Price			
Mandarin Oranges	X		Domestic Oranges	\$1.29 lb	\$.87 lb
Pineapple	X		Watermelon	\$1.07 lb	\$.74 lb
Certain Fruit Juice	X		Grape Juice 100%	\$.21 per carton	\$.19 per carton
Bananas	X		Granny Smith Apples	\$1.00 lb	\$1.12lb
Red Grapes	X		Green Grapes	\$5.01 lb	\$4.70 lb

In all cases, the school food authority is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

I/We Southwest Foodservice Excellence, LLC certify that all food items on this bid have at least 51 percent U.S. content and were processed in the U.S., except for those listed above.

Vendor Certification

Authorized Signature 

Date 5/19/2025

RFP LABEL

All RFP documents must be received and time stamped at The Germantown Municipal School District, Purchasing –ATTN: 3350 S. Forest Hill Irene Rd. Germantown, TN. 38138, prior to stated due date and time. RFPs received after the specified date and time are considered late and will not be opened.

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 sealed envelope. Attach label below to the outside of your RFP submission

BID LABEL - ATTACH TO OUTSIDE OF ENVELOPE AND MAKE SURE IT'S RECEIVED BY THE BID OPENING DATE

RFP #FY2025-004
COMPANY NAME: <u>Southwest Foodservice Excellence, LLC</u>
ADDRESS: <u>9366 E. Raintree Drive</u>
CITY, STATE, ZIP: <u>Scottsdale, AZ 85260</u>
THE GERMANTOWN MUNICIPAL SCHOOL DISTRICT ATTN: PURCHASING, Jacqueline Saunders 3350 S. Forest Hill Irene Rd. Germantown, TN. 38138
RFP DUE: DATE TIME: 2:00 PM
NATURE OF RFP: GMSD FOOD SERVICE MANAGEMENT PROPOSAL



Pro Forma Contract

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Pro Forma Contract

FOOD SERVICES MANAGEMENT AGREEMENT

THIS AGREEMENT made this 19th day of May, 2025, by and between The Germantown Municipal School District and FOOD SERVICE MANAGEMENT COMPANY (FSMC).

WITNESSETH THAT:

EMPLOYMENT OF FSMC:

The Germantown Municipal School District employs FSMC to provide management services to The Germantown Municipal School District in connection with the operation of The Germantown Municipal School District's non-profit school food service operation. By mutual agreement between the Germantown Municipal School District and the Food Service Management Company, FSMC shall be the sole provider to The Germantown Municipal School District of such management services during the term of this Agreement. The initial contract will run from July 1, 2025, through June 30, 2026, with an option to extend annually for four (4) one year terms at a price agreed upon by both parties. In providing management services for The Germantown Municipal School District's food service operation, FSMC shall comply with the applicable provisions of the National School Lunch Act, as amended and the United State Department of Agriculture (USDA) regulations set forth in 7 CFR 210, 7 CFR 220 and 7 CFR 225. The distributing agency, sub-distributing agency, or recipient agency, the State Agency, the Comptroller General, the Department of Agriculture, or the duly authorized representatives, may perform onsite reviews of the food services management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.

A DEFINITIONS:

The following words and phrases when used in this Agreement shall have the meanings given to them in this Paragraph:

- a) "Accounting Periods": The Accounting Period as determined by the Food Service Management Company.
- b) "Agreement": This is the Food Services Management Agreement
- c) "Cash Equivalents": An amount equal to the Direct Costs attributable to those special functions of The Germantown Municipal School District for which there are no cash receipts.
- d) "Charge": A charge established by FSMC, which is reasonably allocated to The Germantown Municipal School District, for certain services provided by FSMC to client locations.
 - e) "Current Year": The 2025-2026 School Year.
 - f) "Direct Costs": Costs incurred by FSMC directly attributable to services provided under this Agreement. All costs incurred by FSMC in providing services to The Germantown Municipal School District shall be presumed to be Direct Costs unless expressly provided otherwise in this Agreement.
 - g) "Effective Date": July 1, 2025.
- h) "Food Service Facilities": The areas, improvements, personal property and facilities are available by The Germantown Municipal School District to FSMC for the provision of the food services as more fully described therein.

- i) "Food Service Program": The preparation and service of food to The Germantown Municipal School District' students, staff, employees and authorized visitors.
- j) "General and Administrative Expense": Costs incurred by FSMC for the financial reporting, legal, tax and audit services and management oversight provided to client locations by FSMC at the regional and corporate levels.
- k) "Reimbursable Costs": Direct Costs, Charges, and General and Administrative Expense incurred by FSMC in providing services under this Agreement.
- l) "Servicewares": Items utilized in the service of food, including such things as chinaware, glassware and silverware.
- m) "Small Expendable Equipment": Items utilized in the preparation of food, including such things as pots, pans and kitchen utensils.
- n) "SFA and District": Are the same entities throughout the contract.

B. AUTHORITY OF DISTRICT

- a. District shall retain control of its Food Service Program 7CFR 210.16
- b. District shall designate representatives, who shall adhere to the procurement standards specified in 7 CFR 210.21.
- c. Ensure that the Food Service Program is in conformance with the District's agreement under the following programs (if applicable): National School Lunch Program and School Breakfast Program.
- d. Reserves the right to change a fixed price/meal fee for management and/or administration based on the Consumer Price Index without a price adjustment clause.
- e. Monitor the Food Service Program through periodic on-site visitations to ensure the food service program is in compliance with regulations.
- f. Retain control of the quality and quantity of food service under the contract and the extent and general nature of the food service. Retain control of the establishment of prices; include price adjustments for all meals service, pricing reimbursable meals, à la carte service including vending machines and adult meals. Any increases in the prices of the pattern breakfast and lunch during the period of the contract along with the list of the FSMC prospective vendors/purveyors will be subject to approval of the Board of Education. This approval must be asked for and given in writing.
- g. Retain signature authority on the State Agency-District agreement, free and reduced-price policy statement and claims for reimbursement.
- h. Retain title and ensure that all USDA donated food received by the District made available to FSMC accrue only to the benefit of the District's non-profit school food service and are fully utilized therein. All refunds received from processors must be retained by the district.
- i. Maintain applicable health certification and assure that all State and local regulations are being met by FSMC in preparing and serving meals at the district's facilities.
- j. Retain control of the school food service account and overall financial responsibility for the Program.
- k. Be responsible for ensuring resolution of the Program review and audit findings.
- l. Develop, distribute and collect parental letters and applications for free and reduced-price meals and free milk;
- m. Be responsible for supervising the process of determining and verifying applications for free and reduced- price meals or milk benefits and conducting any hearings related to such determinations.

- n. Include a 21-day cycle menu, developed in accordance with meal pattern requirements specified in 7 CFR Part 210. The invitation to bid or request for proposal contains a 21-day cycle menu developed in accordance with the provisions of 210.10, to be used as a standard for the purpose of basing bids or estimating average cost per meal. The Food Service Management Company must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the School Food Authority.
- o. The SFA shall be legally and financially responsible for the conduct of the food service and shall ensure compliance with the rules and regulations of the Tennessee School Nutrition Program.
- p. The SFA reserves the right to establish an advisory board composed of parents, teachers and students to assist in menu planning per 7CFR 210.
- q. At the SFA's discretion, the SFA may conduct onsite monitoring in accordance with CFRs. Any services performed under this Contract shall be subject to a performance review. The vendor shall cooperate with the SFA in these reviews, which may require the vendor to provide records of its performance. Performance reviews may be used by the SFA to determine whether to enter future contractual relationships with the vendor, including subsequent Contract Renewal Terms, as applicable. Performance Reviews may include, but are not limited to:
 - r. Completion and performance of contractual services rendered to ensure that the food service operation is in conformance with SFA's agreement under the program.
 - s. Adherence to the meal pattern and food specification requirements, including quality and variety.
 - t. Performance of SFA On-site Reviews and status of required corrective action, if any and as applicable.
 - u. Performance of State and/or Federal reviews and status of required corrective action, if any and as applicable.
 - v. Participation trends, including program participation compared to à la carte sales, if applicable; and
 - w. Responsiveness of regional management to SFA and local staff/management.

C. REGULATORY REQUIREMENTS

- a) FSMC shall conduct program operation in accordance with 7 CFR Parts 210, 215, 220, 245 and 250 and FSMC instructions and policy. Any invitation to bid or request for proposal must indicate that nonperformance subjects the Food Service Management Company to specified sanctions in instances where the Food Service Management Company violates or breaches contract terms. The SFA shall indicate these sanctions in accordance with the procurement provisions stated in 210.21 and in accordance with Federal regulations 7 CFR 210.16(a)(1-10). In the event of the selected FSMC nonperformance under this awarded contract and/or the violation or breach of the awarded contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the selected FSMC and shall have the right to seek all sanctions and penalties as may be appropriate in accordance to Federal regulations 7 CFR 210.16(b)(1).
- b) FSMC shall maintain such records as District will need to support its claim for reimbursement for daily number of meals served by type under the National School Lunch Program and School Breakfast Program (7 CFR 210.16), and shall provide the necessary reports to District promptly at the end of each month of operation or more frequently as specified by the district. The FSMC accepts liability caused by FSMC negligence for claims assessed because of Federal/State reviews/audits, corresponding with the SFA's period of liability. The selected FSMC shall pay the SFA the full amount of any meal over claims which are attributable to the selected FSMC's negligence, including those over claims based on review or audit findings that occurred during the effective dates of the original and renewal of the awarded contracts. All records of FSMC pertaining to District's Food Service Program shall be maintained at the district and made available to representatives of District, the state agency, USDA, the U.S. Comptroller General or the U.S. General Accounting Office upon request, at FSMC's offices during regular business hours. The Food Service Management Company shall maintain such records in accordance with Federal regulations 7 CFR 250.54.

the necessary reports to District promptly at the end of each month of operation or more frequently as specified by the District. The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the SFA's period of liability. The selected FSMC shall pay the SFA the full amount of any meal over claims which are attributable to the selected FSMC's negligence, including those over claims based on review or audit findings that occurred during the effective dates of the original and renewal of the awarded contracts. All records of FSMC pertaining to District's Food Service Program shall be maintained at the district and made available to representatives of District, the state agency, USDA, the U.S. Comptroller General or the U.S. General Accounting Office upon request, at FSMC's offices during regular business hours. The Food Service Management Company shall maintain such records in accordance with Federal regulations 7 CFR 250.54. . .

As the School Food Authority will need to support its claim for reimbursement under this part, and shall, at a minimum, report claim information to the School Food Authority promptly at the end of each month. Such records shall be made available to the School Food Authority, upon request, and shall be retained in accordance with 7 CFR 210.23.

All such records shall be kept on file for three years after the end of the school year to which they pertain, or such other period which the Secretary of Agriculture or appropriate State officials may from time to time determine; provided however that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters closed.

Authorized representatives of the District, the State, and USDA shall have the right to conduct on-site administrative reviews of the food service operations. FSMC shall be responsible for ensuring compliance with the SFA's local wellness policy (as mandated under the 2004 Reauthorization of WIC and Child Nutrition).

FSMC shall be responsible for ensuring compliance with all aspects of the HAACP plan developed by the district to comply with Section III of the Child Nutrition and WIC Reauthorization Act of 2004.

- c) Non-Program Food Revenue - SFA shall ensure that all revenues from the sale of nonprogram foods accrues to the non-profit school food service account and that revenues available to support the production of reimbursable school meals does not subsidize the sale of nonprogram foods. FSMC shall annually provide to SFA information on food costs and revenues and such information must include food costs for reimbursable meals, food costs for nonprogram foods, revenues from nonprogram foods, and total revenues. Nonprogram foods may include but are not necessarily limited to: a la carte; catered foods; vending machine foods; and student stores operated, and any other sales generated through the nonprofit school food service account not already described herein. The foregoing information shall be utilized to determine compliance with revenue from nonprogram foods found at 7 CFR Part 210.14(f). FSMC shall also provide to SFA, upon request, historical information on the type and value of nonprogram foods and meals to be offered, such as catered foods. FSMC shall be responsible for providing SFA with, and calculating, nonprogram food costs and program revenues for determining compliance with 7 CFR Part 210.14(f), as provided in SP 20-2016, Nonprofit School Food Service Account Nonprogram Food Revenue Requirements (Dec. 23, 2015).
- d) All income accruing as a result of payments by students and adults, federal reimbursements, and all other income from sources such as donations, special functions, catering, a la carte sales, vending, concessions, contract meals, grants, and loans shall be deposited daily in SFA's nonprofit food service account. Any profit or guaranteed return shall remain in SFA's nonprofit food service account. SFA and FSMC agree that this Contract is neither a cost-plus-a-percentage-of-income nor a cost-plus-a-percentage-of-cost contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 2 CFR 200.323(d).

Food not prepared in facilities provided by District, but delivered for use in District's Food Service Program, shall meet all State and local sanitation standards. FSMC shall have State or local health certification for any facility outside the district in which it shall prepare meals for use in District, and shall maintain such health certification for the duration of this Agreement in accordance with federal regulations 7 CFR 210.16(c)(2)

No payment is to be made for meals that are spoiled or unwholesome at time of delivery, do not meet specifications as developed by the school food authority for each food component specified in accordance with Federal regulations 7 CFR 210.21(f)(1)

- e) If this Agreement is in excess of \$100,000, the District and FSMC shall comply with all applicable standards, orders or regulations issued, including:
- Section 306 of Clean Air Act (42 USC 1857(h), 7401 *et seq.*).
 - Section 508 of the Clean Water Act (33 USC 1311-1330,1368).
 - Executive Order 11738 and Environmental Protection Agency regulations (40 CFR 1.1 *et seq.*).
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions – Lower Tier Covered Transactions pursuant to Executive Orders 12549 and 12689 (7 CFR 3017 Subpart C; Appendix II to 2 CFR 200(H)).
 - Certification Regarding Lobbying pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018; Appendix II to 2 CFR 200(I));
 - Disclosure of Lobbying Activities pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018).
 - Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (20 CFR Part 50; 29 CFR Part 3);
 - 2 CFR 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The FSMC certifies that it is in compliance with:

- Energy Policy and Conservation Act (PL 94-163.89 Stat 871).
- Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation and Recovery Act).
- Department of Labor regulations (20 CFR Part 5).
- Davis Bacon Act (for construction contracts more than \$2,000) (Appendix II to 2 CFR 200(D); 7 CFR 3019.48).
- Provisions of the Contract Work Hours and Safety Standards Act involving Food Services workers whose duties are manual and physical in nature (USD 40 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5; 40 U.S.C. 3701-3708; Appendix II to 2 CFR 200(F); 7 CFR 3019.48).
- Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and Department of Labor Regulations and as supplemented in Department of Labor regulations (41 CFR Chapter 60; Appendix II to 2 CFR 200(C)).
- Civil Rights/Discrimination (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age of Discrimination Act of 1975; 7 CFR 15; the Americans with Disabilities Act; FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities); and
- Rights to Inventions Made Under a Contract or Agreement (Appendix II to 2 CFR 200 (F); 7 CFR 3019.48).

D | FOOD SERVICE

- a) FSMC shall serve on such days and at such times as requested by The Germantown Municipal School District.
- Meals, priced as a unit, which meet the meal component requirements prescribed by the USDA. The Germantown Municipal School District and FSMC will encourage maximum participation in the National School Lunch Program and School Breakfast Program.
 - Such other food as may be agreed upon by FSMC and District. A la carte offering will comply with applicable Federal and State regulations (7 CFR 210.16).
- b) The SFA will create a menu to be used for the first 21 days of meal service. This menu should be included in the Operation Plan of your RFP. Changes in the menu after the first 21 days of meal service may only be made with the approval of the District.
- c) FSMC shall make recommendations to District regarding the quality, extent and general nature of the Food Service Program, and the prices to be charged for meals and other food; but District will retain control over such aspects of the Food Service Program and shall have the right to make the final decisions regarding such matters.

- d) FSMC shall cooperate with the district in promoting the nutritional education aspects of District's Food Service Program and in the efforts of District to coordinate those aspects with classroom instruction, PTA evening meetings, nutrition education programs, and PE classes. FSMC will be responsible for maintaining and documenting professional development. Professional requirements published in the Federal Register March 2015. This should include a plan for meeting and maintaining the certification and training requirements outlined by the School Nutrition Association at the following URL, <http://bit.ly/USDANutritionGuide>. The SFA shall establish an Advisory Board consisting of parents, teachers, and students to assist in menu planning.
- e) FSMC shall establish and conduct management and staff training programs, which will ensure staff development, proper supervision, adherence to health code requirements, and consistent quality control both in production and service that meets or exceeds the USDA Professional Standards for Food Service Professionals.
- f) The District and the FSMC must serve Free and Reduced meals to those children who qualify, while protecting their anonymity in compliance with state and federal privacy laws, including the National School Lunch Act. If the District offers Free and Reduced meals, then the District and FSMC may offer an à la carte service.
- g) The serving sizes provided by the SFA on the 21-day cycle menu in most cases, are based on the required minimum serving sizes. The serving sizes for the food items indicated on the menu(s) must meet the required average daily calorie ranges per five-day week and the nutrient standards as stated, the FSMC must adjust the serving sizes and/or provide additional food item as necessary to meet the required calorie ranges and nutrient standards while meeting all Lunch and Breakfast Meal Pattern requirements and without significantly altering the 21-day cycle menu.
- h) The vendor shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels in the National School Lunch and School Breakfast Programs and must adhere to the district charge policy.
- i) The FSMC must adhere to ALL nutrition standards indicated by the USDA for implementation through the 2025-26 school year.
- j) Upon request by the SFA, FSMC shall provide catered food service items at prices mutually agreed upon. FSMC shall submit catering invoices by the end of the current month. Costs of catered functions shall not be supported by the nonprofit school food service account funds and USDA Foods will not be used for any functions outside or the non-profit school food service account.
- k) Labor costs for special functions should not be double billed for program meals and special function meals.
- l) Under the FSMC's Operational Plan, a section highlighting a detailed plan to increase student participation and marketing shall be included.

E FACILITIES AND EQUIPMENT

- a) Food Service Facilities: District shall make available to FSMC suitable Food Service Facilities, completely equipped and ready to operate, together with such heat, fuel, refrigeration, freezer and utilities services as may be reasonably required for the efficient performance of this Agreement. The district shall always have full access to the Food Service Facilities. It is specifically understood that the School District may, without interfering with normal food service, use the dining, production, and service areas from time to time for such purposes (student testing, dances, etc.) as may be required. Appropriate set-up and clean-up should all be undertaken by the School District's personnel at no cost to the contractor. Facilities shall be restored to conditions mutually satisfactory to the contractor and the School District before the next regularly scheduled meal service. The cost of long-distance telephone calls made by the Food Service Management Company will be at the contractor's expense.
- b) Repair, Replacement and Maintenance: District shall furnish building maintenance services for the Food Service Facilities. shall promptly make all equipment repairs and replacements, and shall be responsible for compliance with all Federal, state and local safety and health laws and regulations with respect to the Food Service Facilities.

- c) Servicewares and Small Expendable Equipment: District shall provide and maintain an adequate inventory of Servicewares, Small Expendable Equipment and cash registers. All Service wares and Small Expendable Equipment and cash registers shall remain the property of the district.

On termination or expiration of the contract, the School District shall conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the contractor shall surrender the facilities and equipment to the School District in as good a condition as at the start of the contract with ordinary wear and tear expected.

F. CLEANING RESPONSIBILITIES

- a) FSMC's Responsibilities: FSMC shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service, kitchen floors). See Chart of Responsibilities
- b) District's Responsibilities:
- District, at its cost, shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds and period waxing and buffing of floors. In addition, District will be responsible for routine cleaning of grease traps, duct work, plenum chambers and roof fans.
 - The District, at its cost, shall be responsible for trash and garbage removal and extermination service.
 - See Chart of Responsibilities
- c) Joint Responsibilities: FSMC and District shall comply with all applicable standards, order or requirements issued pursuant to Section 306 of the Clean Air Act of 1970, as amended (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389, and Environmental Protection Agency regulations (40 CFR, Part 15), and any violations thereof shall be reported to the United States Department of Agriculture and to the USEPA Administrator of Enforcement (EN-329) or other appropriate authority. (Contracts, subcontracts and sub grants of amounts in excess of \$100,000.)

FSMC and District shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).

See Chart of Responsibilities

G. HEALTH CERTIFICATION

FSMC, as a Direct Cost, shall comply with all federal, state and local laws and regulations governing the preparing, handling and serving of food, and shall obtain on behalf of District and keep in effect all licenses and permits, as are required by law, and shall post such items in a prominent place within the Food Service Facility, as required (7 CFR 210.16(c)(2)).

H. PERSONNEL

- a) FSMC Personnel:
- 1) FSMC shall provide and pay a staff of management employees assigned to duty on District's premises for efficient management of the Food Service Program. FSMC's management employees will be subject to rules and regulations of District while on District's premises.
 - 2) FSMC shall be reimbursed for the Direct Costs incurred by FSMC in connection with its employees assigned to duty on District's premises, including compensation, payroll costs and education assistance, and shall charge a charge for fringe benefits and human resource services. Such fringe benefits and human resources services may include, but not be limited to, medical, disability and life insurance, retirement benefits, training programs and payroll services.
 - 3) FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 USC 327-330), as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of the standard workday of eight

hours and a standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basis rate of pay for all hours worked in excess of eight hours in any calendar day or 40

hours in the work week. Section 107 provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to this health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

- 4) Compliance with the Davis-Bacon Act (40 U.S.C., 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub grantees when required by Federal Grant Program legislation).
- 5) FSMC shall assign to duty on District's premises only employees acceptable to District. The school district requires all employees of the FSMC to give written consent to have both a criminal history from the State of Tennessee and a criminal record check through the Federal Bureau of Investigation (FBI) beginning January 1, 2006, per state law. The school district requires all employees of the proposer to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. FSMC shall provide a list of employee names and social security numbers to the District's Human Resources Department so that the required Department of Children Services background checks can be performed. Employees must meet State requirements to be employable.
- 6) During the progress of the contract work, the contractor is to assume all risk and to bear all loss occasioned through neglect or accident caused by his personnel.

b) Equal Opportunity and Affirmative Action Employer

Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities concerning employees assigned to duty in the District's Food Service Program. FSMC affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws.

I HEALTH EXAMINATIONS

FSMC shall cause all its employees assigned to duty on District's premises to submit to periodic health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to District's medical department upon request. The cost of such examinations shall be a Direct Cost.

J PURCHASING – In accordance with Federal Regulations 2 CFR 200.318-326

- a) Goods purchased become the property of the district.
- b) Reimbursement for cost of goods will be the actual purchases as documented by invoice documentation. FSMC shall competitively procure all items funded in whole or in part with proceeds from the nonprofit school food service program. For purchases made outside of District contracts, the FSMC must adhere to the minimum Procurement Specifications as detailed in Section N-USDA Foods per 2 CFR 200.318-326.
- c) All goods, services, or monies received because of equipment or USDA donated commodity rebates, including allotted payments for processing of USDA donated foods, shall accrue only to benefit of the SFA's nonprofit school food service. All refunds received from commodity processing must be retained by SFA in accordance with Federal Regulations 7 CFR 250.50-53 for regulations for USDA donated commodities

In accordance with Federal Regulations 7 CFR Part 250, Part 210.21, Part 215.14, and part 220.16, the district will receive any allocated discounts and rebates for the purchases of food or products that are purchased for the district's use in the Non-profit food service program. These discounts and rebates will be identified and credited to the district during normal billing cycles. The contractor must identify method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to

or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority

- d) The district shall pay all allowable expenses of operating the Food Service Program and shall collect all monies for sales. Contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs in a manner suitable for contract cost determination and verification. The Contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs, in a manner suitable for contract cost determination and verification. In respect to food purchased by the Food Service Management Company for the School District, the amounts due from the School District to the Food Service Management Company as reimbursement for such food purchases shall be accounted for separately and apart from management fees. The Food Service Management Company agrees to bill the School District for the actual cost of food used. The District will require the Food Service Management Company to provide the necessary documentation, on a monthly basis, to verify the amount billed.
- e) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the School Food Authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State Agency, the School Food Authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reports prior to the conclusion of the contract. And, the contractor must maintain documentation of costs and discounts, rebates and other applicable credits and must furnish such documentation upon request to the school food authority, the State Agency, of the Department.
- f) Prohibited Expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.
- g) In the event the FSMC, either directly or through one of its affiliated companies, furnishes products or ancillary services necessary for the efficient operation of District's Food Service Program, the charges to District for such products or ancillary services shall be competitive with the cost of obtaining such services from an independent source in the open market. Billing for such products or services shall be a Direct Cost.
- h) Any silence, absence or omission from the Contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices shall prevail, and that only materials (food, supplies, etc.) and workmanship of quality that would normally be specified by the District are to be used.

K INVENTORY OF FOOD AND SUPPLIES

At the commencement of operations, FSMC and District shall jointly inventory all food and related supplies to be utilized in District's Food Service Program. A summary of such inventory shall become part of this Agreement. District represents and warrants that all District food and supplies inventories, including commodities, existing at the beginning of the Current Year are usable and shall meet, FSMC's menu requirements. At the commencement of operations, hereunder, FSMC and District shall mutually agree on the usability of such existing inventory and shall make an appropriate adjustment, if necessary, to the value of such existing inventory. During the course of this Agreement, title to all District food and supplies shall remain in District. At the termination of this Agreement, FSMC and District shall jointly undertake a closing inventory of all food and supplies. The value of the opening inventory shall be offset against the value of the closing inventory. The value of the inventories shall be determined by invoice cost. In the event the opening inventory is greater than the closing inventory, the difference shall be credited against FSMC's final billing. In the event the closing inventory is greater than the opening inventory, the difference shall be added to FSMC's final billing as a Direct Cost.

L GOVERNMENT-DONATED FOODS AND COMMODITIES

- a) USDA foods offered to the district and made available to the FSMC shall be utilized solely for the purpose of providing benefits for the district's non-profit school food service program and are not to be used for special functions conducted outside of the non-profit school food service program. Extensions and renewals are contingent upon fulfillment of these provisions related to donated foods.
- b) The FSMC shall accept and use USDA foods in as large a quantity as may be efficiently utilized in the non-profit school food service program subject to approval by the district. In accordance with 7 CFR 250.50(d), the FSMC may, in most cases, use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality in place of donated foods. Exceptions are donated ground beef, ground pork, and all processed end products (i.e., containing donated foods), which cannot be replaced with commercial substitutes.
- c) The FSMC shall not enter into subcontracts for further processing of USDA Foods. The SFA shall have processing contracts in place when a commercial facility processes or repackages USDA foods. The FSMC shall pay all related processing fees and costs. The State Processing Contract, or National Processing Contract must be used as the basis for the processing agreement as determined by the Tennessee Department of Agriculture. The terms and conditions of the processing contract must comply with 7 C.F.R. Part 250. In accordance with 7 CFR 250.51(1), the FSMC must credit the SFA for the full value of all USDA foods received for use in the SFA's meal service in a school year or fiscal year (including both entitlement and bonus foods). This includes crediting for the value of USDA foods contained in processed end-products.
- d) Under both the State Master Agreement and the Recipient Agency Agreement, the District is responsible for conducting the procurement of processing services, as stipulated in 7 CFR 3016.36.
- e) The FSMC must itemize on the district's monthly operating statement the current market value of all USDA foods received for use in the non-profit school food service programs. USDA foods must be valued at the Fair Market Price at time of receipt. This information will be used for tracking and will identify the value of savings from the use of USDA foods.
- f) The FSMC must credit the district for the value of all donated foods received for use in the district's meal service in the school year for fiscal year (including both entitlement and bonus foods) and including the value of donated foods contained in products, in accordance with the contingencies in 7 CFR 250.51(A). A year-end reconciliation shall be conducted by the District to verify compliance. The district reserves the right to conduct commodity credit audits throughout the year to ensure compliance with federal regulation 7 CFR 210 and 7 CFR 250. The minimum allocation of entitlement at > 6 months of total entitlement awarded to the SFA, which will be tracked by the SFA on a monthly basis.
- g) The district shall be legally responsible for any losses of federally donated food that may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- h) The FSMC will be responsible for the costs of the USDA foods administrative charges and processing charges as associated with USDA foods. The FSMC will be responsible for payment of delivery and storage charges associated with USDA foods and commodities.
- i) The FSMC shall maintain and make available records to substantiate the receipt, use, storage and inventory of USDA foods. The FSMC must submit to the District monthly inventory reports showing all transactions for processed and non-processed USDA foods.
- j) The District shall retain control and title to all USDA foods.
- k) The FSMC must meet the general requirements for the storage and inventory management of donated foods in CFR 250.14(b). In accordance with 7 CFR 250.52, the FSMC may store and inventory USDA foods together with foods that it
- l) has purchased commercially for the District's use. The food service management company will ensure that its system of inventory management will not result in the recipient agency being charged for donated foods.
- m) The FSMC and the District agree to comply with Federal Regulations 7 CFR 250, Section 250.12(b)(3) which states that recipient agencies have and preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling and distribution and Section 250.12(b)(4) which states that recipient agencies will take action to obtain

restitution in connection with claims for improper distribution, use or loss to donated foods.

- n) Assurance that the procurement of processed end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR 250 with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value.
- o) USDA FOODS:
 - 1) Any USDA Foods received for use by the SFA and made available to the vendor shall be utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 CFR 250.
 - 2) The Vendor shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the SFA.
 - 3) The vendor shall manage all USDA Foods to ensure the USDA Foods are utilized in the SFA's food service.
 - 4) The vendor shall utilize all USDA ground beef, ground pork, and processed end products received in the SFA's food service. Commercially purchased foods shall not be substituted for these foods.
 - 5) The vendor shall utilize all other USDA Foods, or substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality that the USDA Foods as determined by the SFA, in the SFA's food service.
 - 6) The vendor shall credit the SFA's monthly bill/invoice the current market value of all USDA Foods received during each Contract Term as the USDA Foods are used in the SFA's food service. The vendor must credit the SFA for all USDA Foods received for use in the SFA's food service each Contract Term whether the USDA Foods have been used or not. Such credit shall be issued in full prior to the expiration of each Contract Term.
 - 7) Credit issued by the vendor to the SFA for USDA Foods received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line-item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the Tennessee Department of Agriculture.
 - 8) The current market value of USDA Foods is based on the prices issued by the Tennessee Department of Agriculture in compliance with 7 CFR 250.58(e).
 - 9) The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 CFR 210.9(b)(2).
 - 10) At the end of each Contract Term and upon expiration or termination of the Contract, reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the vendor during each Contract Term for use in the SFA's foodservice.
 - 11) The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting the Tennessee Department of Agriculture or processor as applicable.
 - 12) The SFA reserves the right to conduct USDA Foods credit audits throughout each Contract Term to ensure compliance with federal regulations 7 CFR 210 and 250.

- 13) The vendor may store and inventory USDA Foods together with commercial foods purchased for use in the SFA's food service. The vendor must meet all storage and inventory management requirements outlined in 7 CFR 250. USDA ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in the SFA's food service.
- 14) The vendor must accept liability for any negligence on its part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the SFA and shall credit the SFA either monthly or through a fiscal year-end reconciliation. The food service management company must ensure that its system of inventory management does not result in the recipient agency being charged for donated foods.
- 15) The SFA and vendor shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the SFA and vendor cannot agree on end products in accordance with Federal regulations 7 CFR 250.50- 53, the vendor shall utilize the USDA Foods in the form furnished by the USDA.
- 16) The SFA shall have processing contracts in place when a commercial facility processes or repackages USDA Foods. The Tennessee Recipient Agency Processing Contract, Tennessee State Master Processing Contract, or National Processing Contract must be used as the basis for the processing agreement as determined by the Tennessee Department of Agriculture. The terms and conditions of the processing contract must comply with 7 CFR 250. In accordance with 7 CFR 250.51(a), the vendor must credit the SFA for the value of all USDA Foods received for use in the SFA's meal service in a school year or fiscal year (including both entitlement and bonus foods). This includes crediting for the value of USDA Foods contained in processed end products.
- 17) The vendor shall not enter into subcontracts for further processing of USDA Foods.
- 18) The vendor shall be responsible for all delivery, freight/handling, storage, and warehousing costs associated with USDA Foods, if applicable.
- 19) If the vendor acts as an intermediary between a processor and the SFA, the vendor shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA Foods processing agreement value unless the processor is providing such credit directly to the SFA. Such credit shall be issued to the SFA on the monthly bill/invoice as a separate line-item entry and shall be clearly identified and labeled. Although the vendor may procure processed end products on behalf of the SFA, it may not itself enter into the processing agreement with the processor.
- 20) The vendor shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The vendor must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods.
- 21) The SFA, State Agency, Tennessee Department of Agriculture, Comptroller General, and U.S. Department of Agriculture, or their duly authorized representatives, may perform on-site reviews of the vendor's food service operation, including the review of records, to ensure compliance with the requirements of this Contract and federal regulations 7 CFR 210 and 250.
- 22) The vendor shall return all unused USDA ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.
- 23) The vendor will be required to return unused USDA Foods to the SFA upon termination, expiration, or non-renewal of the Contract.
- 24) The SFA shall retain title to all USDA Foods provided to the vendor for use in the SFA's food service.
- 25) The bid rate per meal must be calculated as if no USDA Foods were available.
- 26) Under the provisions stated in the Base Contract, the FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and include the value of USDA Foods contained in processed end products, in accordance with the

contingencies in 7 CFR 250.51(a). Furthermore, the FSMC shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d) and must ensure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250. In support of terms outlined in the USDA Foods section of the Base Contract, Parties shall provide the following:

- i. Verification – Receipt of USDA Foods: SFA shall attach a copy of the SFA's Year-end reconciliation verifying correct and proper credit has been received for the full value of all USDA Foods received by the selected FSMC during the fiscal year. The SFA reserves the right to conduct USDA-donated food credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250.
- ii. Verification – Usage of USDA Foods: Renewals of the Base Contract is contingent upon adequate usage of USDA Foods.

p) FOOD SPECIFICATIONS

- 1) All USDA Foods offered to the SFA and made available to the vendor are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

Pursuant to 7 C.F.R. § 210.10 Food Specifications shall be as follows:(a) Food products or ingredients used to prepare meals must contain zero grams of trans fat per serving or a minimal amount of naturally occurring trans-fat; and

(b) The meal selected by each student must have the number of food components required for a reimbursable meal and include at least one fruit or vegetable.

(c) Over a 5–day school week:

- (i) Average calorie content of meals offered to each age/grade group must be within the minimum and maximum calorie levels specified in the Meal Pattern Charts located in the Attachments
- (ii) The average saturated fat content of the meals offered to each age/grade group must be less than 10 percent of total calories; and
- (iii) Average sodium content of the meals offered to each age/grade group must not exceed the maximum level specified in the Meal Pattern Charts located in the Attachments

(d) FSMC shall offer the food components and quantities required in the meal pattern established in the Meal Pattern Charts located in Attachments

(e) Age/grade groups. Schools must plan menus for students using the following age/grade groups: Grades K–5 (ages 5–10), grades 6–8 (ages 11–13), and grades 9–12 (ages 14–18). If an unusual grade configuration in a school prevents the use of these established age/grade groups, students in grades K–5 and grades 6–8 may be offered the same food quantities at lunch provided that the calorie and sodium standards for each age/grade group are met. No customization of the established age/grade groups is allowed.

(f) Food components. FSMC must offer students in each age/grade group the food components specified in this section.

(i) Meats/meat alternates component. FSMC must offer meats/meat alternates daily as part of the lunch meal pattern. The quantity of meats/meat alternates must be the edible portion as served. This component must be served in a main dish or in a main dish and only one other food item. FSMC without daily choices in this component should not serve any one meat alternate or form of meat (for example, ground, diced, pieces) more than three times in the same week. If a portion size of this component does not meet the daily requirement for a particular age/grade group, FSMC may supplement it with another meats/meat alternates to meet the full requirement. FSMC may adjust the daily quantities of this component provided that a minimum of one ounce is offered daily to students in grades K–8 and a minimum of two ounces is offered daily to students in grades 9–12, and the total weekly requirement is met over a five-day period.

(a) Enriched macaroni. Enriched macaroni with fortified protein as defined in 7 C.F.R. § 210.10 may be used to meet part of the meats/meat alternates requirement when used as specified in 7 C.F.R. § 210.10. An enriched macaroni product with fortified protein as defined in 7 C.F.R. § 210.10 may be used to meet part of the meats/meat alternates component or the grains component but may not meet both food components in the same lunch.

(b) Nuts and seeds. Nuts and seeds and their butters are allowed as meat alternates in accordance with FNS guidance. Acorns, chestnuts, and coconuts may not be used because of their low protein and iron content. Nut and seed meals or flours may be used only if they meet the requirements for Alternate Protein Products established in 7 C.F.R. § 210.10. Nuts or seeds may be used to meet no more than one-half (50 percent) of the meats/meat alternates component with another meats/meat alternates to meet the full requirement.

(c) Yogurt. Yogurt may be used to meet all or part of the meats/meat alternates component. Yogurt may be plain or flavored, unsweetened or sweetened. Noncommercial and/or non-standardized yogurt products, such as frozen yogurt, drinkable yogurt products, homemade yogurt, yogurt flavored products, yogurt bars, yogurt covered fruits and/or nuts or similar products are not creditable. Four ounces (weight) or ½ cup (volume) of yogurt equals one ounce of the meats/meat alternates requirement.

(d) Tofu and soy products. Commercial tofu and soy products may be used to meet all or part of the meats/meat alternates component in accordance with FNS guidance. Noncommercial and/or non-standardized tofu and soy products are not creditable.

(e) Beans and Peas (legumes). Cooked dry beans and peas (legumes) may be used to meet all or part of the meats/meat alternates component. Beans and peas (legumes) are identified in this section and include foods such as black beans, garbanzo beans, lentils, kidney beans, mature lima beans, navy beans, pinto beans, and split peas.

(f) Other Meat Alternates. Other meat alternates, such as cheese and eggs, may be used to meet all or part of the meats/meat alternates component in accordance with FNS guidance.

(ii) Fruits component. FSMC must offer fruits daily as part of the lunch menu. Fruits that are fresh; frozen without added sugar; canned in light syrup, water or fruit juice; or dried may be offered to meet the requirements of this paragraph. All fruits are credited based on their volume as served, except that ¼ cup of dried fruit counts as ½ cup of fruit. Only pasteurized, full-strength fruit juice may be used and may be credited to meet no more than one-half of the fruits' component.

(iii) Vegetables component. FSMC must offer vegetables daily as part of the lunch menu. Fresh, frozen, or canned vegetables and dry beans and peas (legumes) may be offered to meet this requirement. All vegetables are credited based on their volume as served, except that 1 cup of leafy greens counts as ½ cup of vegetables and tomato paste and puree are credited based on calculated volume of the whole food equivalency. Pasteurized, full-strength vegetable juice may be used to meet no more than one-half of the vegetables' component. Cooked dry beans or peas (legumes) may be counted as either a vegetable or as a meat alternate but not as both in the same meal. Vegetable offerings at lunch over the course of the week must include the following vegetable subgroups, as defined in this section in the quantities specified in the meal pattern in this section:

(a) Dark green vegetables. This subgroup includes vegetables such as bok choy, broccoli, collard greens, dark green leafy lettuce, kale, mesclun, mustard greens, romaine lettuce, spinach, turnip greens, and watercress.

(b) Red-orange vegetables. This subgroup includes vegetables such as acorn squash, butternut squash, carrots, pumpkin, tomatoes, tomato juice, and sweet potatoes.

(c) Beans and peas (legumes). This subgroup includes vegetables such as black beans, black-eyed peas (mature, dry), garbanzo beans (chickpeas), kidney beans, lentils, navy beans, pinto beans, soybeans, split peas, and white beans.

(d) Starchy vegetables. This subgroup includes vegetables such as black-eyed peas (not dry), corn, cassava, green bananas, green peas, green lima beans, plantains, taro, water chestnuts, and white potatoes; and

(e) Other vegetables. This subgroup includes all other fresh, frozen, and canned vegetables, cooked or raw, such as artichokes, asparagus, avocado, bean sprouts, beets, Brussels sprouts, cabbage, cauliflower, celery, cucumbers, eggplant, green beans, green peppers, iceberg lettuce, mushrooms, okra, onions, parsnips, turnips, wax beans, and zucchini.

(iv) Grains component.

(a) Enriched and whole grains. All grains must be made with enriched and whole grain meal or flour, in accordance with the most recent grains FNS guidance. Whole grain-rich products must contain at least 50 percent whole grains and the remaining grains in the product must be enriched. The whole grain-rich criteria included in FNS guidance may be updated to reflect additional information provided by industry on the food label or a whole grains definition by the Food and Drug Administration.

(b) Daily and weekly servings. The grains component is based on minimum daily servings plus total servings over a 5-day school week. The servings for biscuits, rolls, muffins, and other grain/bread varieties are specified in FNS guidance. At least half of the grains offered weekly must meet the whole grain-rich criteria specified in FNS guidance, and the remaining grain items offered must be enriched.

(c) Desserts. FSMC may count up to two grain-based desserts per week towards meeting the grains

requirement as specified in FNS guidance.

(2) Standardized recipes. FSMC must develop and follow standardized recipes. A standardized recipe is a recipe that was tested to provide an established yield and quantity using the same ingredients for both measurement and preparation methods. Standardized recipes developed by USDA/FNS are in the Child Nutrition Database. If FSMC has its own recipes, they may seek assistance from the State agency or school food authority to standardize the recipes. FSMC must add any local recipes to the local database as outlined in FNS guidance.

(3) Processed foods. The Child Nutrition Database includes a number of processed foods. FSMC may use purchased processed foods that are not in the Child Nutrition Database. FSMC must add any locally purchased processed foods to their local database as outlined in FNS guidance.

(4) Menu substitutions. FSMC will include menu substitution requirements per USDA Memo SP 07-2025 (Requirement to Accept Medical Statements from Registered Dietitians...), and 89 FR 31962 (USDA Final Rule from 2020-2025 Dietary Guideline for Americans), 7 CFR 210.10(m)(1)(i), and 7 CFR 210.2208(m).

(5) Fluid milk requirement.

(1) Types of fluid milk.

(a) FSMC must offer students a variety (at least two different options) of fluid milk. All milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk with higher fat content is not allowed. Low-fat or fat-free lactose-free and reduced-lactose fluid milk may also be offered. Milk may be unflavored or flavored provided that unflavored milk is offered at each meal service.

(b) All fluid milk served must be pasteurized fluid milk which meets State and local standards for such milk. All fluid milk must have vitamins A and D at levels specified by the Food and Drug Administration and must be consistent with State and local standards for such milk.

(2) Fluid milk substitutes. If FSMC chooses to offer one or more substitutes for fluid milk for non-disabled students with medical or special dietary needs, the nondairy beverage(s) must provide the nutrients listed in the following table. Fluid milk substitutes must be fortified in accordance with fortification guidelines issued by the Food and Drug Administration. FSMC need only offer the nondairy beverage(s) that it has identified as allowable fluid milk substitutes according to the following chart.

Nutrient	Per cup (8 fl oz)
Calcium	276 mg.
Protein	8 g.
Vitamin A.....	500 IU.
Vitamin D.....	100 IU.
Magnesium	24 mg.
Phosphorus	222 mg.
Potassium	349 mg.
Riboflavin.....	0.44 mg.
Vitamin B-12.....	1.1 mcg.

(6) Offer versus serve for grades K through 12. School lunches must offer daily the five food components specified in the meal pattern in paragraph (c) of this section. Under offer versus serve, students must be allowed to decline two components at lunch, except that the students must select at least ½ cup of either the fruit or vegetable component. Senior high schools (as defined by the State educational agency) must participate in offer versus serve.

(7) Dietary specifications.

(8) Calories. School lunches offered to each age/grade group must meet, on average over the school week, the minimum and maximum calorie levels specified in the Meal Pattern Charts in Attachments

(9) Saturated fat. School lunches offered to all age/grade groups must, on average over the school week, provide less than 10 percent of total calories from saturated fat.

(10) Sodium. School lunches offered to each age/grade group must meet, on average over the school week, the levels of sodium specified in the Meal Pattern Charts in Attachments.:

(11) Trans-fat. Food products and ingredients used to prepare school meals must contain zero grams of trans fat (less than 0.5 grams) per serving. Schools must add the trans-fat specification and request the required documentation (nutrition label or manufacturer specifications) in their procurement contracts. Documentation for food products and food ingredients must indicate zero grams of trans fat per serving. Meats that contain a minimal amount of naturally occurring trans fats are allowed in the school meal programs.

M. LICENSES, PERMITS AND TAXES

FSMC shall obtain all federal, state and local licenses and permits required for District's Food Service Program and shall be responsible for all sales, use, excise, state and local income taxes and all other state and local taxes attributable to District's Food Service Program. The cost of all such licenses, permits and taxes, including an estimated amount for state income taxes based on the operating unit's income, shall be charged as District Costs.

In the event that determination is made by a government authority that any sales, purchases, payments, maintenance or use of inventory or property made to or by the FSMC under this Agreement, either in whole or in part, are subject to any sales, use, gross receipts or any similar tax constitute a Direct Cost and shall immediately be reimbursed by District to FSMC upon FSMC's demand therefore, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party hereto prior to the date of such determination; further, in the event that such determination forward, shall pay such tax to the FSMC as a Direct Cost or, if applicable, shall assist the FSMC in collecting such tax at the point of sale.

N. INSURANCE

The FSMC must carry insurance as specified and COI must be submitted within three (3) business days from the date of Bid Award. Certificate of Insurance must provide coverage for any/all subcontractors.

- a) Worker's compensation coverage in accordance with the statutory requirement and limits required by Tennessee State Law.
- b) From a company licensed to write insurance policies in the State of Tennessee

Commercial General Liability	Each Occurrence	\$1,000,00
	Damages to Rented Premises	\$100,00
	Medical Expenses	\$5,00

	Personal and ADV Injury	\$1,000,00
	General Aggregate	\$2,000,00
	Products - Comp/OP AGG	\$2,000,00
	Employee Benefits	\$1,000,00
Auto Liability	Combined Single Limit	\$1,000,00
	Medical Payments	\$5,00
Umbrella Liability	Each Occurrence	\$1,000,00
	Aggregate	\$1,000,00
Professional Liability	Aggregate	\$3,000,00
	Occurrence	\$1,000,00
Employee Dishonesty		\$500,000 lin

- c) The Germantown Municipal School District Board of Education shall be conspicuously named on the Certificate of Insurance as an additional insured.

Q. INDEMNITY

The FSMC hereby assumes the entire responsibility and liability in and for any and all damages and/or injuries of any kind or nature whatsoever, to all persons, whether employees or otherwise, and to property growing out of or resulting from the operation of the District's cafeterias as herein before set forth, and provided in this contract, and for any and all damages and/or injuries of any kind which shall occur in connection therewith and said Food Service management Company agrees to indemnify, defend and save harmless the Board, its agents, servants, and employees from and against any and all loss, expenses including legal fees and disbursements, damages or injuries occurring in connection with, or resulting from the use by the Food Service Management Company, its agents or employees, or of equipment, stock, appliance, implements, works, tools or machinery or any other property owned, rented, borrowed by or assigned to the aforesaid Board of Education arising under any law whatsoever, which may be in effect in the locality in which the work is situated or otherwise.

P. FINANCIAL TERMS

- a) District's Food Service Program: FSMC shall manage District's Food Service Program for the benefit to District's students, faculty and staff. All Federal State reimbursement and cash receipts shall be utilized solely in District's Food Service Program or for the improvement of such Food Service Program. All cash receipts shall be turned over to the District for a deposit in the District's food service account. District represents and warrants that the financial and operating information provided by the District to the FSMC is true, complete and correct and presents fairly and accurately all items of revenue and expense of District's Food Service Program to be managed by FSMC herein in conformity with generally accepted accounting principles consistent with that of the preceding years and applied in accordance with past practice.
- b) District's Responsibilities: All facilities, equipment and services to be provided by District shall be at District's expense.
- c) District's responsibilities are to manage the SFA/FSMC contract and to ensure the SFA meets all its responsibilities hereunder. This includes but is not limited to monitoring contract performance, completed periodic on-site review forms, reviewing monthly invoices, conducting an audit of invoices (if necessary to ensure SFA is charged correctly), ensuring SFA receives proper credit for USDA Foods, ensuring SFA receives all discounts, rebates, and credits, etc.
- d) District reserves the right to periodically request supplier invoices to check prices to ensure the costs charged to the SFA are the costs paid by the FSMC for products and services. Audits may be announced or unannounced and may be performed weekly, monthly, quarterly, or as often as the SFA specifies. When discrepancies in pricing are identified between what the FSMC billed on invoices compared to what the supplier charged, and the nonprofit food service account has been overcharged, this difference must be returned to the nonprofit food service account as a credit delineated on the next billing cycle. Discounts, rebates and credits must be reported on invoices submitted for payment not subtracted from the cost to be reported as a "net" cost.

- e) **Financial Guarantee:** The FSMC guarantees revenues more than expenditures to the SFA (the "FSMC Guarantee") in the amount stated herein. The revenues more than expenditures shall be determined by the annual independent financial audit conducted by the audit firm contracted with the SFA. In the event that the actual revenues in excess of expenditures as provided in this RFP and/or outlined in the Cost Responsibility Detail Sheet (total revenue from all sources less Total Food Service Cost) is below the guaranteed amount, the FSMC shall pay to the SFA any shortfall within thirty (30) calendar days of the determination by the SFA of the amount of the shortfall. The amount of the FSMC Guarantee shall remain in the Nonprofit School Food Service Account. SFA requires a one and a half month's average operating expense guarantee. Total operating expenses divided by 10 months times 1 ½.
- f) **Payment to FSMC:** FSMC shall be reimbursed for all Reimbursable Costs incurred by FSMC in providing services pursuant to this Agreement including an allowance for its General and Administrative Expense of **\$6,103 per month** for 10 months. In addition, FSMC shall receive a management fee of **\$0.045 per meal served** (the "Management Fee"). The total of such Reimbursable Costs and Management Fee shall be referred to as "District's Financial Obligation." Labor costs for special functions conducted outside the non-profit school Food Service should not be double billed for program meals and special function meals.
- g) **Equivalent Meal Count:** For the purpose of computing the foregoing meal count, the number of National School Lunch Program and School Breakfast Program meals served to children shall be determined by actual count. Cash receipts, other than sales of National School Lunch Program and School Breakfast Program meals served to children, and Cash Equivalents may be divided by **\$4.44** to arrive at an equivalent meal count for school year for 2025-2026 the free reimbursement rate has not been published. Once it is published, the total Cash Equivalent value will be computed, and that value will be used for billing purposes during the school year. For each year of contract renewal thereafter, the Cash Equivalents shall be divided by the free reimbursement rate plus the current value of commodities for the current year of the Agreement.
- h) **Number of Meals:** FSMC's allowance for its General and Administrative Expense and Management Fee is based on an anticipated service per school year of National School Lunch Program and School Breakfast Program meals and Cash Equivalents listed in the Data Chart in Attachments. In the event that existing conditions at District change (including by way of example, student population, number of service days, type and number of schools, personnel practices, hours, length or type of meal service or any other conditions beyond the control of FSMC), so that such minimum number of meals is not achieved, District and FSMC agree to renegotiate the Financial Terms set forth herein. Should unscheduled events such as strikes, layoffs, excessive snow or emergency closings occur, the relationship of participation volume to cost and contract charges shall be resolved on a pro-rata basis. Furthermore, the projected number of meals to be serviced by FSMC in the 2025-26 Year is based on the meal counts provided by the District to FSMC for school year 2024-25 as part of the request for proposal process. District represents and warrants that such meal count data is true and correct.

Q. ACCOUNTING

- a. **Initial Four-Week Payment:** Prior to the commencement of operations hereunder, FSMC shall submit to District an invoice for an amount equal to an estimate of District's Financial Obligation for one four-week Accounting Period for operational days of service.
- b. Within 20 calendar days prior to the commencement date of each school year thereafter, FSMC will submit to District an invoice in an amount equal to the increase of a credit memo for the decrease, if any, in such estimated Financial Obligation from the amount previously billed.
- c. The foregoing payments shall be used by the FSMC in making purchases as authorized agent of District. To the extent that any overage exists, these payments will be credited to District at the time of the last billing made by the FSMC to District at the termination of this Agreement.
- d. **Accounting Period Billing:** Within six calendar days after the end of each Accounting Period, FSMC will submit to District an invoice for District's financial obligation.
- e. **Accounting Period Operating Statement and Notification of Billing Adjustment:** Within 30 calendar days after the end of each

Account Period, FSMC shall submit to District an operating statement for such period. Any difference between the amount of the invoice previously submitted for the Accounting Period and the amount shown on the operating statement as owing to

FSMC for the Accounting Period will be reflected in the subsequent Accounting Period billing.

- f. Payment Terms: All invoices submitted by FSMC to District shall be paid within 20 calendar days of the invoice date.
- g. Current Year Reconciliation: Within 30 calendar days following the end of the Current Year, FSMC shall submit to District an operating statement for the Current Year, FSMC shall submit to District an operating statement for the Current Year and shall pay to District the amount, if any, due District pursuant to the terms of this Agreement.

Q. REMEDIES

- a) Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder, strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure."
- b) In the event of a Force Majeure which interferes with the operation of District's Food Service Program, upon request, FSMC will take all reasonable steps to continue to provide service upon terms and conditions satisfactory to FSMC and District and any guarantee provided herein shall be adjusted to account for lost gross receipts and any increased food service costs incurred.
- c) If, at any time, FSMC or District shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable District to carry out its financial obligation to FSMC, then FSMC or District shall have the option to terminate this Agreement by giving 10 calendar days' written notice to the other party.
- d) In the event of a breach of this Agreement by either District or FSMC, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 calendar days with which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by giving the breaching party 30 calendar days' notice of its intention to terminate.
- e) Notwithstanding any other provision of this Agreement, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled.

R. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS

- a) Confidential Information: All financial, statistical, operating, marketing and personnel materials and information, including, but not limited to, manuals, recipes, menus and meal plans, and computer programs relative to or utilized in FSMC's business or the business of any affiliate of FSMC (collectively, "Confidential Information"), shall be the property of the FSMC and shall be confidential. District shall keep such Confidential Information confidential during and subsequent to the term of this Agreement and shall so instruct to its agents, employees, and independent contractors, and the use of such Confidential Information by District in any manner shall not affect FSMC's ownership or the confidential nature of such Confidential Information. District shall not photocopy or otherwise duplicate any such Confidential Information without the prior written consent of FSMC.
- b) Proprietary Materials: District agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials") used by FSMC on District's premises in connection with the food services provided by the FSMC under this Agreement shall remain the property of FSMC. Upon termination of this Agreement, all use of trademarks, service marks, and logos shall be discontinued, and District shall immediately return all Proprietary Materials.
 - Proprietary Materials shall include any patents developed and/or awarded for any discovery or invention in the course or under such contract.
 - Proprietary Materials shall also include any copyrights and rights in data developed and/or secured in the course or under such contract.

If funds from the non-profit School Foodservice account are used to develop programs or materials, those programs and materials cannot be proprietary. To be clear, items developed with these funds cannot become part of the contractors' property.

Rights to Invention Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organization and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreement," and any implementing regulations issued by the awarding agencies.

- c) District Information: FSMC acknowledges that during the course of this Agreement, FSMC shall have access to business systems, techniques and methods of operation developed at great expense by District which FSMC recognizes to be unique assets of District's business. FSMC agrees to keep such information confidential and shall not disclose such information directly or indirectly during or subsequent to the term of this Agreement.

S. TERM AND TERMINATION

- a. This Agreement will be effective for a one-year period commencing July 1, 2025, through June 30, 2026, with the option to renew annually for a period not to exceed four additional years. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods. (7 CFR 250.33)
- b. This Agreement can be terminated by either the District or FSMC with a 60-calendar day notification to the resident manager. The FSMC shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.
- c. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of the successful FSMC; liquidation or dissolution of the successful FSMC; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful FSMC; assignment by the successful FSMC for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the FSMC.
- d. The District, in its discretion, may terminate the Agreement in whole or in part at any time, whenever it is determined that the successful FSMC has failed to comply with or breached one or more of the terms and conditions of the Agreement or specifications incorporation therein and the successful FSMC has failed to correct such failure or breach to the District's satisfaction within a period of 15 calendar days after receiving written notice thereof from the District. In the event the partial or total termination of the Agreement, it is hereby agreed that the district shall only be obligated to pay in accordance with the terms of the Agreement for services which have been accepted by the district.
- e. In the event that the Board of Education fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful FSMC and the District will thereby be relieved of all further obligations under the Agreement.
- f. Upon termination of the Agreement, the FSMC shall vacate all parts of the premises occupied by the FSMC. Premises are to be in the same condition as made available to the FSMC, except for reasonable wear and tear, fire and other casualty loss.
- g. The District, in the event that FSMC is not able to perform under this Agreement due to events beyond the reasonable control of the FSMC (e.g., strike, labor or material shortage, fire, food or other casualty or Acts of God) may, at its option, terminate this Agreement and assume control of the facilities, equipment, food supplies, expendables, etc., necessary for the continued operation of the District's non-project, school food service program.
- h. Neither the FSMC nor the district shall be responsible for any resulting losses if the fulfillment of the Agreement is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, Acts of God, or any other acts which could not have been prevented by the exercise of due diligence.
- i. Failure of the FSMC to comply with and maintain all local and state sanitation requirements shall constitute a default of the Agreement by the FSMC and at the district's option may result in termination of the Agreement.
- j. Unless the SFA/LEA's simplified acquisition threshold remains at \$150,000 or is otherwise more restrictive, the current threshold at the federal and state level is \$250,000. CFR citation for this is 2 CFR 200.320(b)

which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual or legal remedies instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate

k. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

l. The State Agency must review and obtain awarding agency approval for all proposed contract modification changes when the scope of the contract or the change increases the contract amount by more than the simplified acquisition threshold (Federal \$250,000) {2 CFR

T. DEBARMENT/SUSPENSION CERTIFICATE

FSMC must sign a Debarment/Suspension Certification. This certification assures District that FSMC has not been debarred from entering contracts with the federal government or any entity receiving federal funds or suspended from entering contracts during a time when FSMC is being investigated, or a legal action is being taken to debar FSMC from contracting activities. The certification must be attached to the signed contract and kept on file at District. A copy of the certification must also be forwarded to the State Agency with a copy of the signed contract or addendum. Executive Orders 12549 and 12689; 2 CFR 200.213; Appendix II to 2 CFR 200(H)

U. INDEPENDENT PRICE DETERMINATION CERTIFICATION

Certification: FSMC must sign a Certificate of Independent Price Determination regarding pricing which conforms in substance with language in attached certificate of Independent Price Determination prototype. The certification must be attached to the signed contract kept on file at District. A copy of the certification must also be forwarded to the state with a copy of the signed contract or addendum.

V. LOBBYING

- a) Certification: FSMC must sign a Lobbying Certification regarding lobbying which conforms in substance with language in 7 CFR 3018. The certification must be attached to the signed contract and kept on file at District. A copy of the certification must also be forwarded to the state agency with a copy of the signed contract or addendum.
- b) Disclosure Form: FSMC must disclose lobbying activities in connection with the Programs. The disclosure forms must be attached to the signed contract and kept on file at District. A copy of the disclosure form must also be forwarded to the state agency with a copy of the signed contract or addendum.

W. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement, along with the Request for Proposal documentation, represents the entire agreement between the parties and supersedes any and all prior agreements. If there is a conflict between this document and the RFP, the terms of the RFP shall prevail. All prior negotiations have been merged into this Agreement and there are no understandings, representation or agreements, oral or written, express or implied other than those set forth herein. The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties. Obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

X. NOTICES

All notices, consents, waivers or other communications which are required or permitted hereunder shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, or by telegram (with messenger service specified), telex or courier service, charges prepaid, or by GMSD transmission (followed by the original) to the address (or to the telex, GMSD or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To District: Superintendent
The Germantown Municipal School District
3350 S. Forest Hill Irene Rd.
Germantown, TN. 38138

To FSMC: FSMC Address

If such notice is sent by mail, telegraph or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a telegraph office or courier service for delivery to that person or, in the case of telex, when dispatched or, in the case of facsimile transmission, when received.

Y. WAIVER

The failure of FSMC or District to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenant or conditions of this Agreement or the failure to demand prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

Z. PROTEST PROCEDURE

Any protest concerning the award of this bid shall be addressed to the GMSD Procurement Department. Protest shall be made in writing to Kevin Jones, CFO, at Kevin.jones@gmsdk12.org and shall be filed within three days after the intended award is announced. A protest is considered filed when received by the GMSD Procurement Department. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The submitted information will be reviewed with the General Counsel to render a final decision and a formal written response shall be provided within seven days. This decision relative to the protest shall be considered final.

AA. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to this end the provisions of this Agreement are declared to be severable.

BB. GENERAL RULES

It will be strictly understood that the FSMC and any of the employees of the Food Service Department shall at no time bring upon the premises any alcoholic beverages for sale, gifts or for use in any manner whatsoever.

No tobacco, drugs or alcohol in any form are to be sold, served or used by the FSMC or any of the FSMC Food Service employees on any GMSD property or in any GMSD facility and it is also agreed that all Food Service employees shall abstain from the use of vaping products, tobacco and alcohol in any form whatsoever in the kitchen, storage rooms, eating rooms, or in any other room wherein the food is stored, prepared or served.

No food shall be prepared or stored in any District Food Service facility other than food used for the School Food Service Program or special occasions approved by the GMSD Superintendent.

CC. BID BOND

Proposer shall provide a Bid Bond with its Proposal. The cost of the Bid Bond shall be included in the Bid.

DD. HEADINGS


All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

THE GERMANTOWN MUNICIPAL SCHOOL DISTRICT ("District")

By: _____
Jason Manuel
Superintendent

Food Service Management Company

By:  _____
Authorized Signature

Title: Bryan McMahon - Chief Financial Officer

Attachments

ATTACHMENT A

SCHOOL FOOD SERVICE LOCATIONS

Dogwood Elementary
8945 Dogwood Rd. 38139
Hours-8:45-3:45
660 students

Farmington Elementary
2085 Cordes Rd. 38139
Hours-8:30-3:30
650 students

Forest Hill Elementary
3368 S. Forest Hill Irene Rd. 38138
Hours-8:45-3:45
705 students

Riverdale Elementary
7391 Neshoba Rd. 38138
Hours- 8:30-3:30
1195 students

Houston Middle School
9400 Wolf River BLVD. 38139
Hours-8:00-3:00
980 students

Houston High School
9755 Wolf River Blvd. 38139
Hours 7:45-2:45
1810 students

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 200 (H) must not be made to parties listed on the government-wide Exclude Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.

Southwest Food Excellence, LLC

#FY2025-004 Food Service Management

Organization Name

Bid Number

Bryan McMahan, Chief Financial Officer

Name/Title of Authorized Representative



5/19/25

Signature of Authorized Representative

Date

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering in to a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." In accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.
- (4) The undersigned agrees to abide by Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, Federal funds, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal fund that takes place in connection with obtaining any Federal award. Such disclosures are forwarded GRIN tier to tier up to the non-Federal award.

Southwest Food Excellence, LLC

Food Service Management Company Name

9366 E. Raintree Drive Scottsdale, AZ 85260

Address of Organization

Bryan McMahon, Chief Financial Officer

Name/Title of Submitting Official



Signature

5/19/25

Date

ATTACHMENT 9.1

Certification of Compliance

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

1. The laws of the State of Tennessee and rules and regulations of USDA.
2. Title VI of the Civil Rights Act of 1964.
3. The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.
4. The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.
5. The condition that the submitted proposal was independently arrived at, without collusion, under the penalty of perjury; and,
6. The condition that no amount shall be paid directly or indirectly to an employee or official of the School System as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor or consultant to the Proposer in connection with the procurement under this RFP
7. Background Check – Tennessee Annotated Code 49-5-413(d). The school district requires all employees of the proposer to give written consent to have both a criminal history from the State of Tennessee and a criminal record check through the Federal Bureau of Investigation (FBI) beginning January 1, 2018, per state law. The school district requires all employees of the proposer to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. Proposer shall provide a list of employee names and social security numbers to the District's Human Resources Department so that the required Department of Children Services background checks can be performed. Employees must meet State requirements to be employable.
8. FSMC shall comply with the Family Educational Right and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA").

9. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410.
fax: (202) 690-7442; or
email: program.intake@usda.gov.

This institution is an equal opportunity provider.



5/19/2025

Proposer Signature and Date

ATTACHMENT 9.2

COST PROPOSAL FORMAT
RFP#FY2025-004
(PAGE 1 OF 2)

NOTICE TO PROPOSER:

This cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all costs for the proposed scope of services for the total contract period.

The Cost Proposal shall record only the costs proposed as required, and shall not record any other rates, amounts or information. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the School System shall determine the proposal to be nonresponsive and reject it.

The proposer must sign and date the Cost Proposal.

Bryan McMahon, Chief Financial Officer 5/19/2025



Proposal Name and Date

The Proposer shall indicate on Page 2 of the Cost Proposal Format (Attachment 9.2) the offered price (Total Program Costs) for providing all services proposed including all services as defined in the pro forma contract Scope of Services of the subject RFP.

Total Program Costs

ATTACHMENT 9.3

BASIC PROPOSAL REQUIREMENTS CHECKLIST
RFP #FY2025-004

Proposer Name

RFP Coordinator Review Date

Proposals for which ALL applicable items are marked by the RFP Coordinator are determined to have basic requirements for responsive proposals.

The Proposal Evaluation Team must review any applicable items that are not marked to determine if:

- The proposal sufficiently meets basic requirements.
- The School System shall request clarification(s) or correction(s); or
- The School System shall deem the proposal non-responsive and reject it.

The Proposal Evaluation Team must attach a written determination for each applicable item that is NOT marked.

ATTACHMENT 9.4

FOOD SERVICES PROPOSAL EVALUATION FORMAT
RFP #FY2025-004

Germantown Municipal School District		Vendor #1	Vendor #2	Vendor #3
RFP: Food Service Management Program				
Department: School Nutrition				
Due:				
Reviewer:		(List 0 if did not meet requirements)		
CATEGORIES	Major Weights			
EXPERIENCE	20.00	0.00	0.00	0.00
Corporate or individual history in school food service management.	6.00	0.00	0.00	0.00
Summary showing bidders special qualifications, philosophy which may give bidder ability to satisfy all bid requirements.	8.00	0.00	0.00	0.00
Customer references for similar projects representing both the five largest schools service management accounts currently serviced by the vendor.	6.00	0.00	0.00	0.00
RELIABILITY	10.00	0.00	0.00	0.00
Whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been indicted, accused or convicted or been subject of a grand jury or criminal investigation.	2.00	0.00	0.00	0.00
Bankruptcy or insolvency proceedings.	2.00	0.00	0.00	0.00
Credit references, including at least three (3) trade or industry suppliers.	3.00	0.00	0.00	0.00
Audited financial reports shows "financial stability" for past three (3) years.	3.00	0.00	0.00	0.00
EXPERTISE OF PERSONNEL	10.00	0.00	0.00	0.00
Proposer's background in school services management including an organizational history.	5.00	0.00	0.00	0.00
Organizational chart highlighting the staff and lines of authority for key personnel to be used in performing the contract and personnel roster of key people assigned to the proposed project.	5.00	0.00	0.00	0.00
OPERATIONAL PLAN	18.00	0.00	0.00	0.00
Proposer's understanding of the requirements of the RFP.	6.00	0.00	0.00	0.00
How the Proposer will complete the scope of services as required.	4.00	0.00	0.00	0.00
21-day menu developed in accordance with the provision if CFR 210.10.	4.00	0.00	0.00	0.00
Marketing plan illustrating ways in which the Proposer will increase student participation.	4.00	0.00	0.00	0.00
QUALITY	18.00	0.00	0.00	0.00
Score Calculated for FSMC Presentation .	18.00	0.00	0.00	0.00
Score Calculated by Cost Proposal Score.	24.00	0.00	0.00	0.00
SCORE		Proposer #1	Proposer #2	Proposer #3
TOTAL FSMC SCORE	100.00	0.00	0.00	0.00

Germantown Municipal School District	Vendor #1	Vendor #2	Vendor #3
RFP: Food Service Management Program			
Department: School Nutrition			
Due:			
Reviewer:			
Total Evaluation Summary			
Evaluator #1	0.00	0.00	0.00
Evaluator #2	0.00	0.00	0.00
Evaluator #3	0.00	0.00	0.00
Highest Score Selected Vendor	0.00	0.00	0.00

ATTACHMENT 9.5

COST PROPOSAL EVALUATION FORMAT
RFP #FY2025-004

Proposer Name

RFP Coordinator Review Date

The RFP Coordinator shall use the following to calculate the Proposer's TOTAL PROPOSED COST for the purposes of evaluation.

The RFP Coordinator shall use the following matrix to calculate the SCORE for the subject cost proposal (calculations shall result in numbers rounded to two decimal places.) The matrix represents the formula:

$$\frac{\text{Lowest Cost Proposal}}{\text{Cost Proposal Being Evaluated}} \times \text{Maximum Cost Points} = \text{Points for Proposal Being Evaluated}$$

1	Lowest total proposed cost amount from all proposals	
2	The total proposed annual program cost for this proposal	
3	The amount calculated by dividing the amount in row one (1) by the amount in row two (2) above	
4	The maximum number of points that will be awarded for the Cost Proposal category	24
5	The product calculated by multiplying the amount in row three (3) above times the number in row four (4) above	
	THE NUMBER IN ROW FIVE (5) IS THE COST PROPOSAL SCORE	

ATTACHMENT 9.6

PROPOSAL SCORE SUMMARY MATRIX
RFP #FY2025-004

RFP Coordinator

Compilation Date

ATTACHMENT 9.7

**SAMPLE
EVALUATION NOTICE**

(NAME)
(COMPANYNAME)
(STREET NAME)
(CITY, STATE, ZIP)

Dear (NAME),

Thank you for your proposal in response to RFP #FY2025-004. The School System has completed its evaluation of proposals in response to this Request for Proposals, and the subject procurement records are open for public inspection.

(NAME OF APPARENT BEST EVALUATED PROPOSER) is the apparent best evaluated proposer that the School System will consider for contract award. This notice is NOT an acceptance of any offer, and the School System retains the right to reject any proposal.

In accordance with the subject RFP and State law, this notice shall NOT create rights, interests or claims of entitlement in the apparent best evaluated proposer or any vendor. No vendor shall acquire any such right unless and until a contract is fully signed by all appropriate School system officials.

We appreciate your interest in providing services to the Germantown Municipal School District of Tennessee and hope that you will respond to future Requests for Proposals.

Sincerely,

Jason Manuel
Superintendent
The Germantown Municipal School District

ATTACHMENT 9.8

Service Provider Registry System Requirements

The Service Provider Registry System (SPRS) is designed to foster the School System's use of minority and small businesses and promote competition in service contracting. Through the system, School System agencies will have access to important service provider information. The SPRS will provide support and information better enabling School System agencies to succeed with competitive service procurements and achieve positive results by increasing the use of minority and small businesses and organizations.

No service provider or proposer will be disadvantaged by registration requirements. Although the service provider awarded a contract under this RFP should register through the SPRS (if not already registered), registration is NOT required to propose in response to this RFP. An unregistered service provider must simply file a completed registration with the Office of Contract Review prior to the final approval of a contract with the provider.

Note:
SPRS registration information is provided here only as a contract requirement notice. SPRS registrations should NOT be submitted with proposal materials.

SPRS registration information will NOT be considered in the evaluation process pursuant to this RFP. Proposals submitted in response to this RFP shall be evaluated only by means of the criteria and evaluation process set forth in this RFP.

Register online in the 900 series commodity code at:

<http://www.state.tn.us/finance/rds/ocr/register.html>

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. 2 CFR 200.321

The SFA and FSMC must comply with this regulation by completing the following affirmative action steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

ATTACHMENT 9.10

PROPOSAL FINANCIAL RESOURCES DOCUMENTATION
RFP #FY2025-004



5/19/25

PROPOSER SIGNATURE

DATE

FINANCIAL RESOURCE DOCUMENTATION	AMOUNT *	FINANCIAL STATEMENT PAGE REFERENCES #
1) CURRENT ASSETS (Cash, marketable securities, accounts receivable, and inventories)	\$113,851,565	Pg. 3
2) FIXED ASSETS (Plant and equipment less depreciation)	\$10,967,842	Pg. 3
3) CASH	\$3,595,293	Pg. 3
4) INVENTORIES	\$13,067,620	Pg. 3
5) CURRENT LIABILITIES (Accounts payable, short-term notes payable, current maturities of long-term debt, accrued income taxes, and other accrued expense and wages)	\$83,583,734	Pg. 3
6) LONG-TERM DEBT	\$99,292,668	Pg. 3

* Amount as documented by the audited Financial Statement

References to audited Financial Statement pages where the subject amount may be confirmed. The amounts should be highlighted on the referenced page of the audited financial statement submitted with the proposal in response to this RFP.

ATTACHMENT 9.11

USDA FOODS

Any USDA Foods received for use by the SFA and made available to the vendor shall be utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.

The vendor shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the SFA.

The vendor shall manage all USDA Foods to ensure the USDA Foods are utilized in the SFA's food service.

The vendor shall utilize all USDA ground beef, ground pork, and processed end products received in the SFA's food service. Commercially purchased foods shall not be substituted for these foods.

The vendor shall utilize all other USDA Foods, or substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA, in the SFA's food service.

The vendor shall credit the SFA's monthly bill/invoice the current market value of all USDA Foods received during each Contract Term as the USDA Foods are used in the SFA's food service. The vendor must credit the SFA for all USDA Foods received for use in the SFA's food service each Contract Term whether the USDA Foods have been used or not. Such credit shall be issued in full prior to the expiration of each Contract Term.

Credit issued by the vendor to the SFA for USDA Foods received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line-item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the Tennessee Department of Agriculture.

The current market value of USDA Foods is based on the prices issued by the Tennessee Department of Agriculture in compliance with 7 C.F.R. 250.58(e).


The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. 210.9(b)(2).

At the end of each Contract Term and upon expiration or termination of the Contract, reconciliation shall be conducted by the SFA to ensure and verify correct that proper credit has been received for the full value of all USDA Foods received by the vendor during each Contract Term for use in the SFA's food service program

ATTACHMENT 9.12

Non-Boycott of Israel | Certification

The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

Signature:  _____

Printed Name: Bryan McMahon

Title: Chief Financial Officer

Date: 5/19/25

Attachments

Meal Prices
Menus
Breakfast and Lunch Meal Patterns
Sales Overview Report
The Germantown Municipal School District Student
Wellness Policy
Assurance Statement
Sodium Requirements
Cost Responsibility Detail Chart
Buy American

Meal Prices

School	Meal	Price
Dogwood Elementary (K-5)	Breakfast	\$1.60
	Lunch	\$2.95
Farmington Elementary (K-5)	Breakfast	\$1.60
	lunch	\$2.95
Riverdale Elementary (K-8)	Breakfast	\$1.60
	Lunch	\$2.95
Houston Middle (6-8)	Breakfast	\$1.60
	Lunch	\$2.95
Houston High (9-12)	Breakfast	\$1.60
	Lunch	\$3.35

Adult Breakfast **\$2.15** Lunch \$4.60

Your student might be eligible for free or reduce-price school meals. You can get an application from your school office print one from this website.

Germantown Municipal School District

2024-2025

A la Carte Pricing

Elementary/Middle School

Entree Only \$2.95

Side Dish \$1.00

HighSchool

Entree Only \$3.35

Side Dish \$1.10

Chips	\$1.50
Goldfish/Snack Mix	\$1.00
Baked Cookies	\$.75
Pre-Packaged Cookies	\$1.50
Rice Krispie	\$1.15
Pop Tart	\$1.50
Nutri - Grain Bar	\$1.00
2 oz Muffin	\$1.00
4 oz Muffin	\$2.00
Cereal Bar	\$1.50
Fruit Snacks/Fruit Roll Up	\$.85
Donut	\$1.35
Ice Cream	\$1.50
Parfait	\$2.00
*Frozen Yogurt	\$2.00

Beverages

Milk	\$.75
Sm Water	\$1.00
Lrg Water	\$1.55
Capri Sun	\$1.35
Switch	\$2.00
Minute Maid	\$2.00
Smoothies	\$3.50
*Propel	\$2.50
*Diet Soda	\$2.75
*Powerade	\$3.00
*Coffee	\$3.00

Items marked with an * are only available at the High School

Elementary and Middle School

April 2025

Lunch

MONDAY

- Lunch Entrée
- Turkey & Cheese Wrap
 - Grilled Cheeseburger
- Vegetables
- Crispy Tater Tots
 - Fresh Baby Carrots
 - Fresh Celery Sticks
- Fruit
- Fresh Orange
 - Applesauce Cup
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ketchup Dispenser
 - Mustard Dispenser
 - Mayo Dispenser

TUESDAY

- Lunch Entrée
- Rotini w/Meatsauce
 - Vegetarian Garden Salad
- Grain
- Fluffy Garlic Breadstick
- Vegetables
- Fresh Baby Carrots
 - Fresh Steamed Broccoli
- Fruit
- Fresh Apple
 - Mixed Berries
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser

WEDNESDAY

- Lunch Entrée
- Deli Turkey Ham & Cheese Sliders
 - Golden Chicken Corn Dog
- Vegetables
- Fresh Celery Sticks
 - Orange Glazed Carrots
- Fruit
- Fresh Apple
 - Diced Peach Cup
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ketchup Dispenser
 - Mayo Dispenser
 - Mustard Dispenser

THURSDAY

- Lunch Entrée
- Chicken Caesar Wrap
 - Homemade Beef Nachos
- Vegetables
- Fresh Baby Carrots
 - Fresh Tomato Wedges
 - Cheesy Mexican Mix Refried Beans
- Fruit
- Fresh Banana
 - Applesauce Cup
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ketchup Dispenser
 - Mustard Dispenser
 - Mayo Dispenser

FRIDAY

- 4**
- Lunch Entrée
- Delicious Cheese Pizza
 - Classic Pepperoni Pizza
 - Fruit & Yogurt Power Pack w/ Graham Crackers
- Vegetables
- Fresh Baby Carrots
 - Fresh Celery Sticks
 - Baked Cauliflower Au Gratin
- Fruit
- Fresh Apple
 - Sliced Peaches
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ketchup Dispenser
 - Mayo Dispenser
 - Mustard Dispenser

7

- Lunch Entrée
- Chef Salad w/Crackers
 - Breaded Chicken Patty Sandwich
- Vegetables
- Fresh Baby Carrots
 - Fresh Tomato Wedges
 - Zingy Crinkle Fries
- Fruit
- Fresh Banana
 - Applesauce Cup
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ketchup Dispenser
 - Mustard Dispenser
 - Mayo Dispenser
 - Ranch Dispenser

8

- Lunch Entrée
- Pepperoni Pizza Power Pack
 - Crispy Beefy Tacos
- Vegetables
- Fresh Baby Carrots
 - Fresh Celery Sticks
 - Steamed Corn
- Fruit
- Fresh Apple
 - Sliced Pears
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Mayo Dispenser
 - Mustard Dispenser

9

- Lunch Entrée
- PB & Jelly Uncrustable w/ String Cheese & Graham Cracker
 - Grilled Cheeseburger
- Vegetables
- Fresh Baby Carrots
 - Fresh Broccoli Florets
 - Seasoned Chuckwagon Beans
- Fruit
- Fresh Apple
 - Applesauce Cup
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ketchup Dispenser
 - Mustard Dispenser
 - Mayo Dispenser
 - Ranch Dispenser

10

- Lunch Entrée
- Turkey Ham & Cheese Sandwich
 - Down Home Chicken & Waffles
- Vegetables
- Fresh-Cut Cucumber Slices
 - Fresh Baby Carrots
 - Seasoned Crispy Sweet Potato Fries
- Fruit
- Juicy Pineapple Tidbits
 - Fresh Orange
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ketchup Dispenser
 - Mayo Dispenser
 - Ranch Dispenser

11

- Lunch Entrée
- Delicious Cheese Pizza
 - Classic Pepperoni Pizza
 - Turkey & Cheese Wrap
- Vegetables
- Fresh Baby Carrots
 - Fresh Celery Sticks
- Fruit
- Diced Pears
 - Fresh Apple
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ketchup Dispenser
 - Mayo Dispenser
 - Mustard Dispenser
 - Ranch Dispenser

14

- Lunch Entrée
- Chef Salad w/Roll
 - Teriyaki Beef w/ Brown Rice
- Vegetables
- Fresh Baby Carrots
 - Fresh Steamed Broccoli
- Fruit
- Fresh Banana
 - Applesauce Cup
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser

15

- Lunch Entrée
- Ants on a Log w/ Rice Krispie Power Pack
 - Creamy Macaroni & Cheese w/Roll
- Vegetables
- Fresh Baby Carrots
 - Fresh Celery Sticks
 - Spiced Green Beans
- Fruit
- Fresh Apple
 - Sliced Pears
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Mayo Dispenser

16

- Lunch Entrée
- Peanut Butter & Strawberry Jelly Uncrustable w/String Cheese
 - Chicken Wings w/ Biscuit
- Vegetables
- Fresh Baby Carrots
 - Seasoned Mashed Potatoes
- Fruit
- Fresh Apple
 - Diced Peach Cup
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser

17

- Lunch Entrée
- Turkey Ham & Cheese Sandwich
 - Juicy Hamburger
- Vegetables
- Fresh-Cut Cucumber Slices
 - Fresh Baby Carrots
 - Homemade Seasoned Beans Baked
- Fruit
- Juicy Pineapple Tidbits
 - Fresh Orange
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ketchup Dispenser
 - Mayo Dispenser

18

- Lunch Entrée
- Delicious Cheese Pizza
 - Classic Pepperoni Pizza
 - Fruit & Yogurt Power Pack w/ Graham Crackers
- Vegetables
- Fresh Baby Carrots
 - Fresh Celery Sticks
 - Baked Cauliflower Au Gratin
- Fruit
- Fresh Apple
 - Sliced Peaches
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ketchup Dispenser
 - Mayo Dispenser
 - Mustard Dispenser

<p>21</p> <p>Lunch Entrée</p> <ul style="list-style-type: none"> • Sunbutter & Jelly Sandwich w/ String Cheese • Chicken Tenders w/Roll <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Baby Carrots • Fresh Celery Sticks • Seasoned Mashed Potatoes <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Orange • Applesauce Cup <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Ketchup Dispenser • Mustard Dispenser • Mayo Dispenser • Ranch Dispenser 	<p>22</p> <p>Lunch Entrée</p> <ul style="list-style-type: none"> • Diced Chicken Salad w/ Crackers • Sloppy Joe Sandwich <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh-Cut Cucumber Slices • Fresh Baby Carrots • Green Peas <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Orange • Sliced Pears <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Ketchup Dispenser • Mustard Dispenser • Mayo Dispenser • Ranch Dispenser 	<p>23</p> <p>Lunch Entrée</p> <ul style="list-style-type: none"> • Hot Dog (Pork-Free) • Sunbutter & Jelly Sandwich w/ String Cheese <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Baby Carrots • Fresh-Cut Cucumber Slices • Vegetarian Baked Beans <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Apple • Diced Strawberries Cup <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Ketchup Packet • Mustard Packet • Creamy Ranch Dressing • Mayonnaise Packet 	<p>24</p> <p>Lunch Entrée</p> <ul style="list-style-type: none"> • Scratch-Made Cheesy Chicken Flour Tacos • Crispy Popcorn Chicken Salad <p>Grain</p> <ul style="list-style-type: none"> • Traditional Spanish Brown Rice <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh-Cut Cucumber Slices • Fresh Baby Carrots <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Orange • Sliced Pears <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Ketchup Packet • Mustard Packet • Mayonnaise Packet • Creamy Ranch Dressing 	<p>25</p> <p>Lunch Entrée</p> <ul style="list-style-type: none"> • Veggie Ranch Wrap • Delicious Cheese Pizza • Classic Pepperoni Pizza <p>Vegetables</p> <ul style="list-style-type: none"> • Steamed Corn • Fresh Baby Carrots • Fresh Broccoli Florets <p>Fruit</p> <ul style="list-style-type: none"> • Juicy Mandarin Oranges • Fresh Apple <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Ketchup Dispenser • Mustard Dispenser • Mayo Dispenser • Ranch Dispenser
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<p>28</p> <p>Lunch Entrée</p> <ul style="list-style-type: none"> • Turkey & Cheese Wrap • Grilled Cheeseburger <p>Vegetables</p> <ul style="list-style-type: none"> • Crispy Tater Tots • Fresh Baby Carrots • Fresh Celery Sticks <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Orange • Applesauce Cup <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Ketchup Dispenser • Mustard Dispenser • Mayo Dispenser 	<p>29</p>	<p>30</p>	<p>1</p>	<p>2</p>
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Elementary and Middle School

April 2025

Breakfast

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY 4
Breakfast Entrée • Cinnamon Toast Crunch Cereal • Mini Confetti Pancakes • Cheerios Cereal w/ Buttery Toast • Trix Cereal w/ Buttery Toast Grain • Whole Grain Honey Graham Cracker 3 pk Fruit • Fresh Apple • Fresh Orange • 100% Orange-Pineapple Juice Milk • Fat Free Chocolate Milk Local • 1% Low Fat White Milk Local	Breakfast Entrée • Cinnamon Toast Crunch Cereal • Cocoa Puffs Cereal • Froot Loops Cereal • French Toast Sticks w/ Turkey Sausage Grain • Whole Grain Honey Graham Cracker 3 pk Fruit • Fresh Banana • 100% Apple Juice Cup • Sliced Apples Milk • Fat Free Chocolate Milk Local • 1% Low Fat White Milk Local Misc • Maple Syrup Cup	Breakfast Entrée • Delicious Blueberry Muffin • Cinnamon Toast Crunch Cereal • Trix Cereal • Cheerios Cereal Grain • Whole Grain Honey Graham Cracker 3 pk Fruit • Fresh Apple • 100% Fruit Punch Juice • Fresh Orange Slices Milk • Fat Free Chocolate Milk Local • 1% Low Fat White Milk Local	Breakfast Entrée • Cinnamon & Sugar Donut Holes • Cinnamon Toast Crunch Cereal • Trix Cereal Grain • Whole Grain Honey Graham Cracker 3 pk Fruit • Fresh Apple • Fresh Orange • 100% Apple Juice Cup Milk • Fat Free Chocolate Milk Local • 1% Low Fat White Milk Local	Breakfast Entrée • Cinnamon Toast Crunch Cereal • Trix Cereal • Cheerios Cereal • Cheesy Turkey Sausage Croissant Sandwich Grain • Whole Grain Honey Graham Cracker 3 pk Fruit • Fresh Apple • 100% Orange-Pineapple Juice Milk • Fat Free Chocolate Milk Local • 1% Low Fat White Milk Local Misc • Jelly Packet

7	8	9	10	11
Breakfast Entrée • Very Berry Parfait w/ Granola • Cinnamon Toast Crunch Cereal • Trix Cereal • Cheerios Cereal Grain • Whole Grain Toast w/ Margarine Fruit • Fresh Apple • Fresh Orange • 100% Apple Juice Cup Milk • Fat Free Chocolate Milk Local • 1% Low Fat White Milk Local	Breakfast Entrée • Scrambled Eggs w/ Cheese & Buttery Toast • Cinnamon Toast Crunch Cereal • Trix Cereal • Cheerios Cereal Grain • Whole Grain Honey Graham Cracker 3 pk Fruit • Fresh Apple • Fresh Orange • 100% Fruit Punch Juice Milk • Fat Free Chocolate Milk Local • 1% Low Fat White Milk Local	Breakfast Entrée • Fluffy Belgian Waffles • Cinnamon Toast Crunch Cereal • Trix Cereal • Honey Cheerios Fruit • Strawberry Compote • Fresh Apple • Fresh Banana • 100% Orange-Pineapple Juice Milk • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local Misc • Maple Syrup Cup	Breakfast Entrée • Cinnamon Toast Crunch Cereal • Trix Cereal • Honey Cheerios • Mini Strawberry Cream Cheese Bagels Grain • Whole Grain Toast w/ Margarine Fruit • Fresh Banana • Fresh Apple • 100% Apple Juice Cup Milk • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local	Breakfast Entrée • Cinnamon Toast Crunch Cereal • Trix Cereal • Honey Cheerios • Chicken Biscuit Sandwich Grain • Whole Grain Honey Graham Cracker 3 pk Fruit • Fresh Banana • Fresh Apple • 100% Fruit Punch Juice Milk • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local

14	15	16	17	18
Breakfast Entrée • Cinnamon Toast Crunch Cereal • Double Chocolate Chip Muffin w/ String Cheese • Trix Cereal w/ Buttery Toast • Cheerios Cereal w/ Buttery Toast Grain • Whole Grain Toast w/ Margarine Fruit • Fresh Banana • 100% Apple Juice Cup Milk • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local	Breakfast Entrée • Cinnamon Toast Crunch Cereal • Trix Cereal • Honey Cheerios • Strawberry Banana Smoothie w/Graham Crackers Grain • Whole Grain Honey Graham Cracker 3 pk Fruit • Fresh Apple • 100% Orange-Pineapple Juice Milk • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local	Breakfast Entrée • Cinnamon Toast Crunch Cereal • Cocoa Puffs Cereal • Froot Loops Cereal • Eggoji Waffles Fruit • Fresh Orange • Fresh Apple • 100% Fruit Punch Juice Milk • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local	Breakfast Entrée • Scrambled Eggs & Hash Browns w/ Buttery Toast • Cinnamon Toast Crunch Cereal • Cocoa Puffs Cereal • Froot Loops Cereal Grain • Whole Grain Toast w/ Margarine Fruit • Fresh Apple • Fresh Orange • 100% Apple Juice Cup Milk • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local Misc • Jelly Packet	Breakfast Entree' Cinnamon Toast Crunch Cereal Double Chocolate Chip Muffin w/String cheese Trix Cereal Grain • Whole Grain Toast w/ Margarine Fruit • Fresh Banana • 100% Apple Juice Cup Milk • Fat Free Chocolate Milk Local • 1% low Fate White Milk

21	22	23	24	25
Breakfast Entrée • Cinnamon Toast Crunch Cereal • Cocoa Puffs Cereal • Froot Loops Cereal • Savory Breakfast on a Stick Grain • Whole Grain Honey Graham Cracker 3 pk Fruit • Fresh Apple • Fresh Orange • 100% Fruit Punch Juice Milk • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local Misc • Maple Syrup Cup	Breakfast Entrée • Glazed Cinnamon Roll • Cinnamon Toast Crunch Cereal • Cocoa Puffs Cereal • Froot Loops Cereal Grain • Whole Grain Honey Graham Cracker 3 pk Fruit • Fresh Orange • Fresh Apple • 100% Apple Juice Cup Milk • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local	Breakfast Entrée • Sweet Apple Frudel • Cinnamon Toast Crunch Cereal • Cocoa Puffs Cereal • Froot Loops Cereal Fruit • Fresh Apple • Fresh Banana • 100% Orange-Pineapple Juice Milk • Fat Free Chocolate Milk Local • 1% Low Fat White Milk Local	Breakfast Entrée • Cinnamon Toast Crunch Cereal • Cocoa Puffs Cereal • Froot Loops Cereal • Fluffy Banana Muffin Grain • Whole Grain Toast w/ Margarine Fruit • Fresh Banana • Fresh Apple • 100% Apple Juice Cup Milk • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local	Breakfast Entrée • Egg & Cheese Breakfast Panini • Cinnamon Toast Crunch Cereal • Cocoa Puffs Cereal • Froot Loops Cereal Grain • Whole Grain Honey Graham Cracker 3 pk Fruit • Fresh Banana • Fresh Apple • 100% Fruit Punch Juice Milk • Fat Free Chocolate Milk Local • 1% Low Fat White Milk Local

28	29	30	1	2
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- Breakfast Entree'
- Cinnamon Toast Crunch Cereal
 - Double Chocolate Chip Muffin w/String cheese
 - Trix Cereal
 - Grain
 - Whole Grain Toast w/ Margarine
 - Fruit
 - Fresh Banana
 - 100% Apple Juice Cup
 - Milk
 - Fat Free Chocolate Milk Local
 - 1% low Fate White Milk

April 2025

Lunch

MONDAY

31
Taco Street
 Lunch Entrée
 • **Beef Nachos**
 • **Cheesy Nachos**
 Grain
 • Cilantro Lime Rice
 Vegetables
 • Fresh Lettuce & Spinach Mix
 • Seasoned Southwest Black Beans
 • Fresh Baby Carrots
 • Fresh Salsa
 • Fresh Celery Sticks
 • Fresh Shredded Lettuce
 • GreenBell Pepper
 Fruit
 • Fresh Orange
 • Diced Strawberries Cup
 Milk
 • 1% Low Fat White Milk Local
 • Fat Free Chocolate Milk Local
 Misc
 • Light Italian Dressing
 • Sliced Jalapenos
 • Ranch Dispenser
 • Ketchup Dispenser
 • Mustard Dispenser
 • Mayo Dispenser
Main
 Lunch Entrée
 • **Buffalo Chicken Sliders on Hawaiian Rolls**
 Vegetables
 • Fresh Lettuce & Spinach Mix
 • Steamed Corn
 • Fresh Baby Carrots
 • Fresh Celery Sticks
 • GreenBell Pepper
 Fruit
 • Fresh Orange
 • Diced Strawberries Cup
 Milk
 • 1% Low Fat White Milk Local
 • Fat Free Chocolate Milk Local
 Misc
 • Light Italian Dressing
 • Ranch Dispenser
 • Ketchup Dispenser
 • Mustard Dispenser
 • Mayo Dispenser
Luigi's Eatery
 Lunch Entrée
 • **Classic Pepperoni Pizza**
 • **Veggie Pizza**
 • **Beef Taco Pizza**
 Vegetables
 • Fresh Lettuce & Spinach Mix
 • Fresh Baby Carrots
 • Fresh Celery Sticks
 • GreenBell Pepper
 Fruit
 • Fresh Orange
 • Diced Strawberries Cup
 Milk
 • 1% Low Fat White Milk Local
 • Fat Free Chocolate Milk Local
 Misc

TUESDAY

1
Taco Street
 Lunch Entrée
 • **Queso Fundido Nachos**
 • **Cheesy Diced Chicken Nachos**
 Grain
 • Traditional Spanish Brown Rice
 Vegetables
 • Fresh Baby Carrots
 • Fresh Salsa
 • Fresh Broccoli Florets
 • Fresh Shredded Lettuce
 • Fresh Cucumber with Zesty Lemon & Chili
 Fruit
 • Fresh Apple
 • Juicy Mandarin Oranges
 Milk
 • 1% Low Fat White Milk Local
 • Fat Free Chocolate Milk Local
 Misc
 • Ranch Dispenser
 • Sliced Jalapenos
 • Mustard Dispenser
 • Ketchup Dispenser
 • Mayo Dispenser
Main
 Lunch Entrée
 • **Beefy Baked Rotini w/ Roll**
 Grain
 • Fluffy Garlic Breadstick
 Vegetables
 • Fresh Baby Carrots
 • Spiced Green Beans
 • Fresh Broccoli Florets
 • Fresh Cucumber with Zesty Lemon & Chili
 Fruit
 • Fresh Apple
 • Juicy Mandarin Oranges
 Milk
 • 1% Low Fat White Milk Local
 • Fat Free Chocolate Milk Local
 Misc
 • Ranch Dispenser
 • Mustard Dispenser
 • Ketchup Dispenser
 • Mayo Dispenser
Luigi's Eatery
 Lunch Entrée
 • **Delicious Cheese Pizza**
 • **Pulled Chicken Buffalo Pizza**
 Vegetables
 • Crispy Tater Tots
 • Fresh Baby Carrots
 • Fresh Broccoli Florets
 • Fresh Cucumber with Zesty Lemon & Chili
 Fruit
 • Fresh Apple
 • Juicy Mandarin Oranges
 Milk
 • 1% Low Fat White Milk Local
 • Fat Free Chocolate Milk Local
 Misc

WEDNESDAY

2
Taco Street
 Lunch Entrée
 • **Cheesy Nachos**
 • **Grande Beefy Nachos**
 Grain
 • Traditional Spanish Brown Rice
 Vegetables
 • Fresh Kale & Spinach Salad Mix
 • Fresh Salsa
 • Fresh Baby Carrots
 • Fresh Shredded Lettuce
 • Fresh Cauliflower
 • GreenBell Pepper
 Fruit
 • Fruit Cocktail
 • Fresh Apple
 • Sliced Pears
 Milk
 • 1% Low Fat White Milk Local
 • Fat Free Chocolate Milk Local
 Misc
 • Light Italian Dressing
 • Sliced Jalapenos
 • Ketchup Dispenser
 • Mustard Dispenser
 • Ranch Dispenser
 • Mayo Dispenser
Main
 Lunch Entrée
 • **Brunch 4 Lunch - Eggs, Pancakes & Sausage**
 Vegetables
 • Fresh Kale & Spinach Salad Mix
 • Southwestern Potato Hash
 • Fresh Baby Carrots
 • Fresh Cauliflower
 • GreenBell Pepper
 Fruit
 • Fruit Cocktail
 • Fresh Apple
 • Sliced Pears
 Milk
 • 1% Low Fat White Milk Local
 • Fat Free Chocolate Milk Local
 Misc
 • Light Italian Dressing
 • Ketchup Dispenser
 • Mustard Dispenser
 • Ranch Dispenser
 • Mayo Dispenser
Luigi's Eatery
 Lunch Entrée
 • **Delicious Cheese Pizza**
 • **Classic Pepperoni Pizza**
 • **Veggie Pizza**
 Vegetables
 • Fresh Kale & Spinach Salad Mix
 • Zingy Crinkle Fries
 • Fresh Baby Carrots
 • Fresh Cauliflower
 • Fresh Baby Carrots
 • Fresh Cauliflower
 • Green Bell Pepper
 Fruit
 • Fruit Cocktail

THURSDAY

3
Taco Street
 Lunch Entrée
 • **Grande Chicken Nachos**
 • **Grande Cheesy Nachos**
 Grain
 • Cilantro Lime Rice
 Vegetables
 • Fresh Lettuce & Spinach Mix
 • Seasoned Mexican Black Beans
 • Fresh Baby Carrots
 • Fresh Salsa
 • Fresh Broccoli Florets
 • Fresh Shredded Lettuce
 • Fresh Cauliflower
 • Fresh Cucumber with Zesty Lemon & Chili
 Fruit
 • Fresh Banana
 • Applesauce Cup
 Milk
 • 1% Low Fat White Milk Local
 • Fat Free Chocolate Milk Local
 Misc
 • Ketchup Dispenser
 • Sliced Jalapenos
 • Light Sour Cream
 • Mustard Dispenser
 • Ranch Dispenser
 • Mayo Dispenser
Main
 Lunch Entrée
 • **Homemade Beef Burrito**
 Vegetables
 • Fresh Lettuce & Spinach Mix
 • Steamed Crinkle Carrots
 • Fresh Baby Carrots
 • Fresh Broccoli Florets
 • Fresh Cauliflower
 • Fresh Cucumber with Zesty Lemon & Chili
 Fruit
 • Fresh Banana
 • Applesauce Cup
 Milk
 • 1% Low Fat White Milk Local
 • Fat Free Chocolate Milk Local
 Misc
 • Ketchup Dispenser
 • Mustard Dispenser
 • Ranch Dispenser
 • Mayo Dispenser
Luigi's Eatery
 Lunch Entrée
 • **Loaded Meat Lover's Pizza**
 • **Delicious Cheese Pizza**
 Vegetables
 • Fresh Lettuce & Spinach Mix
 • Zingy Crinkle Fries
 • Fresh Baby Carrots
 • Fresh Broccoli Florets
 • Fresh Cauliflower
 • Fresh Cucumber with Zesty Lemon & Chili
 Fruit
 • Fresh Banana
 • Applesauce Cup

FRIDAY

4
Taco Street
 Lunch Entrée
 • **Grande Beefy Nachos**
 • **Cheesy Nachos**
 Grain
 • Cilantro Lime Rice
 • Creamy Bacon Ranch Pasta Salad
 Vegetables
 • Fresh Lettuce & Spinach Mix
 • Fresh Shredded Lettuce
 • Fresh Baby Carrots
 • Fresh Salsa
 • Fresh Broccoli Florets
 • Mexican Pinto Beans
 Green Bell Pepper
 Fruit
 • Fresh Apple
 • Sweet Diced Peaches
 Milk
 • 1% Low Fat White Milk Local
 • Fat Free Chocolate Milk Local
 Misc
 • Ranch Dispenser
 • Sliced Jalapenos
 • Ketchup Dispenser
 • Mustard Dispenser
 • Mayo Dispenser
Main
 Lunch Entrée
 • **Mini Chicken Corndogs**
 Grain
 • Creamy Bacon Ranch Pasta Salad
 Vegetables
 • Fresh Lettuce & Spinach Mix
 • Homemade Seasoned Beans Baked
 • Fresh Baby Carrots
 • Fresh Broccoli Florets
 • Green Bell Pepper
 Fruit
 • Fresh Apple
 • Sweet Diced Peaches
 Milk
 • 1% Low Fat White Milk Local
 • Fat Free Chocolate Milk Local
 Misc
 • Ranch Dispenser
 • Ketchup Dispenser
 • Mustard Dispenser
 • Mayo Dispenser
Luigi's Eatery
 Lunch Entrée
 • **Delicious Cheese Pizza**
 • **Classic Pepperoni Pizza**
 Grain
 • Creamy Bacon Ranch Pasta Salad
 Vegetables
 • Fresh Lettuce & Spinach Mix
 • Zingy Crinkle Fries
 • Fresh Baby Carrots
 • Fresh Broccoli Florets
 • Green Bell Pepper
 Fruit
 • Fresh Apple

- Light Italian Dressing
- Parmesan Cheese Bulk
- Ranch Dispenser
- Spicy Red Pepper Flakes
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

Delicatessen

Lunch Entrée

- **Fresh Turkey & Cheese Sub**
- **Turkey & Cheese Wrap**
- **Turkey Ham, Turkey & Cheese Wrap**

Vegetables

- Fresh Lettuce & Spinach Mix
- Fresh Shredded Lettuce
- Fresh Baby Carrots
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Fresh Celery Sticks
- Green Bell Pepper
- Sliced Jalapenos
- Black Olives
- Fresh Red Onions

Fruit

- Fresh Orange
- Diced Strawberries Cup

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Light Italian Dressing
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

Ballpark Classics

Lunch Entrée

- **Crispy Chicken Patty Sandwich**
- **Spicy Chicken Sandwich w/Cheese**
- **Juicy Hamburger**

Vegetables

- Crispy Tater Tots
- Fresh Lettuce & Spinach Mix
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Celery Sticks
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Green Bell Pepper

Fruit

- Fresh Orange
- Diced Strawberries Cup

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Light Italian Dressing
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

- Parmesan Cheese Bulk
- Ranch Dispenser
- Mustard Dispenser
- Spicy Red Pepper Flakes
- Ketchup Dispenser
- Mayo Dispenser

Delicatessen

Lunch Entrée

- **Fresh Turkey & Cheese Sub**
- **Turkey & Cheese Wrap**

Vegetables

- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Broccoli Florets
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Fresh Cucumber with Zesty Lemon & Chili
- Sliced Jalapenos
- Black Olives

Fruit

- Fresh Apple
- Juicy Mandarin Oranges

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ranch Dispenser
- Mustard Dispenser
- Ketchup Dispenser
- Mayo Dispenser

Ballpark Classics

Lunch Entrée

- **Crispy Chicken Patty Sandwich**
- **Grilled Cheeseburger**

Vegetables

- Crispy Tater Tots
- Fresh Baby Carrots
- Fresh Broccoli Florets
- Fresh Shredded Lettuce
- Fresh Cucumber with Zesty Lemon & Chili
- Fresh Sliced Tomatoes
- Dill Pickle Slices

Fruit

- Fresh Apple
- Juicy Mandarin Oranges

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ranch Dispenser
- Mustard Dispenser
- Ketchup Dispenser
- Mayo Dispenser

- Fresh Apple
- Sliced Pears

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Light Italian Dressing
- Parmesan Cheese Bulk
- Ketchup Dispenser
- Spicy Red Pepper Flakes
- Mustard Dispenser
- Ranch Dispenser
- Mayo Dispenser

Delicatessen

Lunch Entrée

- **Fresh Turkey & Cheese Sub**
- **Turkey & Cheese Wrap**

Vegetables

- Fresh Kale & Spinach Salad Mix
- Fresh Shredded Lettuce
- Fresh Baby Carrots
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Fresh Cauliflower
- Green Bell Pepper
- Sliced Jalapenos
- Black Olives
- Fresh Red Onions

Fruit

- Fruit Cocktail
- Fresh Apple
- Sliced Pears

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Light Italian Dressing
- Ketchup Dispenser
- Mustard Dispenser
- Ranch Dispenser
- Mayo Dispenser

Ballpark Classics

Lunch Entrée

- **Spicy Chicken Patty Sandwich**
- **Juicy Hamburger**
- **Breaded Chicken Patty Sandwich**
- **Grilled Cheeseburger**

Vegetables

- Fresh Kale & Spinach Salad Mix
- Zingy Crinkle Fries
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Cauliflower
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Green Bell Pepper

Fruit

- Fruit Cocktail
- Fresh Apple
- Sliced Pears

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Light Italian Dressing
- Ketchup Dispenser
- Mustard Dispenser
- Ranch Dispenser
- Mayo Dispenser

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ketchup Dispenser
- Mustard Dispenser
- Ranch Dispenser
- Mayo Dispenser

Delicatessen

Lunch Entrée

- **Fresh Turkey & Cheese Sub**
- **Fresh Turkey Ham & Cheese Sub**
- **Turkey & Cheese Wrap**
- **Turkey Ham, Turkey & Cheese Wrap**

Vegetables

- Fresh Lettuce & Spinach Mix
- Fresh Shredded Lettuce
- Fresh Baby Carrots
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Fresh Broccoli Florets
- Fresh Cauliflower
- Sliced Jalapenos
- Black Olives
- Fresh Cucumber with Zesty Lemon & Chili
- Fresh Red Onions

Fruit

- Fresh Banana
- Applesauce Cup

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ketchup Dispenser
- Mustard Dispenser
- Ranch Dispenser
- Mayo Dispenser

Ballpark Classics

Lunch Entrée

- **Spicy Chicken Patty Sandwich**
- **Juicy Hamburger**
- **Grilled Cheeseburger**

Vegetables

- Fresh Lettuce & Spinach Mix
- Zingy Crinkle Fries
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Broccoli Florets
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Fresh Cauliflower
- Fresh Cucumber with Zesty Lemon & Chili

Fruit

- Fresh Banana
- Applesauce Cup

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ketchup Dispenser
- Mustard Dispenser
- Ranch Dispenser
- Mayo Dispenser

- Sweet Diced Peaches

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Parmesan Cheese Bulk
- Ranch Dispenser
- Ketchup Dispenser
- Spicy Red Pepper Flakes
- Mustard Dispenser

Delicatessen

Lunch Entrée

- **Fresh Turkey & Cheese Sub**
- **Turkey & Cheese Wrap**

Grain

- Creamy Bacon Ranch Pasta Salad

Vegetables

- Fresh Lettuce & Spinach Mix
- Fresh Shredded Lettuce
- Fresh Baby Carrots
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Fresh Broccoli Florets
- Green Bell Pepper
- Sliced Jalapenos
- Black Olives
- Fresh Red Onions

Fruit

- Fresh Apple
- Sweet Diced Peaches

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

Ballpark Classics

Lunch Entrée

- **Juicy Hamburger**
- **Spicy Chicken Patty Sandwich**

Grain

- Creamy Bacon Ranch Pasta Salad

Vegetables

- Fresh Lettuce & Spinach Mix
- Zingy Crinkle Fries
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Broccoli Florets
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Green Bell Pepper

Fruit

- Fresh Apple
- Sweet Diced Peaches

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

7

Taco Street

Lunch Entrée

- **Grande Beefy Nachos**
- **Grande Cheesy Nachos**

Vegetables

- Fresh Lettuce & Spinach Mix
- Seasoned Mexican Black Beans

8

Taco Street

Lunch Entrée

- **Grande Cheesy Nachos**
- **Cheesy Diced Chicken Nachos**

Grain

- Cilantro Lime Rice

9

Taco Street

Lunch Entrée

- **Grande Homemade Cheesy Nachos**
- **Grande Chicken Nachos**

Grain

- Annie's Bunny Grahams & Saltine Crackers

10

Taco Street

Lunch Entrée

- **Supreme Beefy Nachos**
- **Cheesy Nachos**

Grain

- Cilantro Lime Rice
- Creamy Bacon Ranch Pasta Salad

11

Taco Street

Lunch Entrée

- **Grande Beefy Nachos**
- **Cheesy Nachos**

Grain

- Cilantro Lime Rice
- Creamy Bacon Ranch Pasta Salad

Ballpark Classics

Lunch Entrée

- **Spicy Chicken Patty**

Sandwich

- **Juicy Hamburger**

Vegetables

- Fresh Lettuce & Spinach Mix
- Zingy Crinkle Fries
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Broccoli Florets
- Fresh Sliced Tomatoes
- Dill Pickle Slices

- Fresh-Cut Cucumber Slices

Fruit

- Fresh Apple
- Diced Peach Cup

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

- Fresh Baby Carrots

- Zingy Crinkle Fries

- Fresh Cauliflower

- Fresh Shredded Lettuce

- Creamy Broccoli Salad

- Fresh Sliced Tomatoes

- Dill Pickle Slices

Fruit

- Fresh Apple
- Sliced Pears

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ketchup Dispenser
- Mustard Dispenser
- Ranch Dispenser
- Mayo Dispenser

Fruit

- Unsweetened Applesauce

- Juicy Mandarin Oranges

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

Ballpark Classics

Lunch Entrée

- **Crispy Chicken Patty**

Sandwich

- **Juicy Hamburger**

Grain

- Annie's Bunny Grahams & Saltine Crackers

Vegetables

- Crispy Tater Tots
- Fresh Lettuce & Spinach Mix
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Celery Sticks
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Green Bell Pepper

Fruit

- Unsweetened Applesauce
- Juicy Mandarin Oranges

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

Misc

- Ketchup Dispenser

- Mustard Dispenser

- Mayo Dispenser

Ballpark Classics

Lunch Entrée

- **Crispy Chicken Patty**

Sandwich

- **Juicy Hamburger**

Grain

- Creamy Bacon Ranch Pasta Salad

Vegetables

- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Celery Sticks
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Green Bell Pepper

Fruit

- Fresh Orange
- Mixed Berries

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

- Green Bell Pepper

- Sliced Jalapenos

- Black Olives

- Fresh Red Onions

Fruit

- Fresh Apple
- Sweet Diced Peaches

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

Ballpark Classics

Lunch Entrée

- **Juicy Hamburger**

- **Spicy Chicken Patty**

Sandwich

- Creamy Bacon Ranch Pasta Salad

Vegetables

- Fresh Lettuce & Spinach Mix
- Zingy Crinkle Fries
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Broccoli Florets
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Green Bell Pepper

Fruit

- Fresh Apple
- Sweet Diced Peaches

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

14**Taco Street**

Lunch Entrée

- **Grande Chicken Nachos**
- **Grande Cheesy Nachos**

Grain

- Cilantro Lime Rice

Vegetables

- Fresh Lettuce & Spinach Mix
- Seasoned Southwest Black Beans
- Fresh Baby Carrots
- Fresh Salsa
- Fresh Celery Sticks
- Fresh Shredded Lettuce
- Green Bell Pepper

Fruit

- Fresh Orange
- Applesauce Cup

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

Main

Lunch Entrée

- **Chicken Tenders with Dinner Roll**

Vegetables

- California Blend Veggies
- Fresh Lettuce & Spinach Mix
- Fresh Baby Carrots
- Fresh Celery Sticks
- Green Bell Pepper

Fruit

- Fresh Orange

15**Taco Street**

Lunch Entrée

- **Grande Queso Blanco Chicken Nachos**
- **Grande Queso Blanco Nachos**

Grain

- Cilantro Lime Rice

Vegetables

- Fresh Lettuce & Spinach Mix
- Fresh Salsa
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Celery Sticks
- Fresh Steamed Broccoli

Fruit

- Unsweetened Applesauce
- Fresh Orange

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

Main

Lunch Entrée

- **Verde Chicken Enchilada Casserole**

Vegetables

- Cheesy Mexican Mix Refried Beans
- Fresh Lettuce & Spinach Mix
- Fresh Baby Carrots
- Fresh Celery Sticks

Fruit

- Unsweetened Applesauce

16**Taco Street**

Lunch Entrée

- **Grande Beefy Nachos**
- **Grande Chicken Nachos**
- **Grande Cheesy Nachos**

Vegetables

- Fresh Lettuce & Spinach Mix
- Mexican Pinto Beans
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Salsa
- Fresh-Cut Cucumber Slices
- Fresh Broccoli Florets
- Homestyle Coleslaw Salad

Fruit

- Juicy Pineapple Tidbits
- Fresh Apple

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ranch Dispenser
- Sliced Jalapenos
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

Main

Lunch Entrée

- **Chicken Wings w/ Biscuit**

Vegetables

- Fresh Lettuce & Spinach Mix
- Zingy Crinkle Fries
- Fresh Baby Carrots
- Fresh-Cut Cucumber Slices
- Fresh Broccoli Florets
- Homestyle Coleslaw Salad

Fruit

- Juicy Pineapple Tidbits

17**Taco Street**

Lunch Entrée

- **Grande Beefy Nachos**
- **Grande Chicken Nachos**
- **Grande Cheesy Nachos**

Vegetables

- Fresh Lettuce & Spinach Mix
- Mexican Pinto Beans
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Salsa
- Fresh-Cut Cucumber Slices
- Fresh Broccoli & Cauliflower
- Fresh Broccoli Florets
- Homestyle Coleslaw Salad

Fruit

- Juicy Pineapple Tidbits
- Fresh Apple

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

Main

Lunch Entrée

- **Cheese Stuffed Breadsticks w/Marinara**

Vegetables

- Fresh Lettuce & Spinach Mix
- Spiced Green Beans
- Fresh Baby Carrots
- Fresh-Cut Cucumber Slices
- Fresh Broccoli Florets
- Homestyle Coleslaw Salad

Fruit

- Juicy Pineapple Tidbits

18**Taco Street**

Lunch Entrée

- **Beef Nachos**
- **Cheesy Nachos**

Grain

- Cilantro Lime Rice

Vegetables

- Fresh Lettuce & Spinach Mix
- Seasoned Southwest Black Beans
- Fresh Baby Carrots
- Fresh Salsa
- Fresh Celery Sticks
- Fresh Shredded Lettuce
- Green Bell Pepper

Fruit

- Fresh Orange
- Diced Strawberries Cup

Milk

- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local

Misc

- Light Italian Dressing
- Sliced Jalapenos
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

Main

Lunch Entrée

- **Buffalo Chicken Sliders on Hawaiian Rolls**

Vegetables

- Fresh Lettuce & Spinach Mix
- Steamed Corn
- Fresh Baby Carrots
- Fresh Celery Sticks
- Green Bell Pepper

Fruit

- Fresh Orange
- Diced Strawberries Cup

- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Light Italian Dressing
- Sliced Jalapenos
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Main
- Lunch Entrée
- **Buffalo Chicken Sliders on Hawaiian Rolls**
- Vegetables
- Fresh Lettuce & Spinach Mix
- Steamed Corn
- Fresh Baby Carrots
- Fresh Celery Sticks
- Green Bell Pepper
- Fruit
- Fresh Orange
- Diced Strawberries Cup
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser
- Spicy Red Pepper Flakes
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Delicatessen
- Lunch Entrée
- **Turkey Wrap**
- **Roasted Turkey Sub**
- Vegetables
- Fresh Lettuce & Spinach Mix
- Fresh Shredded Lettuce
- Fresh Baby Carrots
- Fresh Sliced Tomatoes
- Fresh Celery Sticks
- Fresh Red Onions
- Green Bell Pepper
- Fruit
- Fresh Orange
- Applesauce Cup
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Ballpark Classics
- Lunch Entrée
- **Crispy Chicken Patty Sandwich**
- **Juicy Hamburger**
- Vegetables
- Crispy Tater Tots
- Fresh Lettuce & Spinach Mix
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Celery Sticks
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Green Bell Pepper
- Fruit
- Fresh Orange
- Applesauce Cup
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

- Fresh Orange
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Luigi's Eatery
- Lunch Entrée
- **Classic Pepperoni Pizza**
- **Veggie Pizza**
- **Delicious Cheese Pizza**
- Vegetables
- Fresh Lettuce & Spinach Mix
- Fresh Baby Carrots
- Fresh Celery Sticks
- Fruit
- Unsweetened Applesauce
- Fresh Orange
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser
- Spicy Red Pepper Flakes
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Delicatessen
- Lunch Entrée
- **Fresh Turkey Ham & Cheese Sub**
- **Turkey Ham, Turkey & Cheese Wrap**
- **Turkey Wrap**
- **Roasted Turkey Sub**
- Vegetables
- Fresh Lettuce & Spinach Mix
- Fresh Shredded Lettuce
- Fresh Baby Carrots
- Fresh Sliced Tomatoes
- Fresh Celery Sticks
- Fresh Red Onions
- Fruit
- Unsweetened Applesauce
- Fresh Orange
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Ballpark Classics
- Lunch Entrée
- **Crispy Chicken Patty Sandwich**
- **Grilled Cheeseburger**
- Vegetables
- Crispy Tater Tots
- Fresh Lettuce & Spinach Mix
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Celery Sticks
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Fruit
- Unsweetened Applesauce
- Fresh Orange
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

- Fresh Apple
- Houston High School
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Luigi's Eatery
- Lunch Entrée
- **Cheesy Two Cheese Pizza**
- **Classic Pepperoni Pizza**
- Vegetables
- Fresh Lettuce & Spinach Mix
- Fresh Baby Carrots
- Fresh-Cut Cucumber Slices
- Fresh Broccoli Florets
- Homestyle Coleslaw Salad
- Fruit
- Juicy Pineapple Tidbits
- Fresh Apple
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser
- Spicy Red Pepper Flakes
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Delicatessen
- Lunch Entrée
- **Fresh Turkey & Cheese Sub**
- **Turkey & Cheese Wrap**
- Vegetables
- Fresh Lettuce & Spinach Mix
- Fresh Shredded Lettuce
- Fresh Baby Carrots
- Fresh Sliced Tomatoes
- Fresh Red Onions
- Fresh-Cut Cucumber Slices
- Fresh Broccoli Florets
- Homestyle Coleslaw Salad
- Fruit
- Juicy Pineapple Tidbits
- Fresh Apple
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Ballpark Classics
- Lunch Entrée
- **Spicy Chicken Patty Sandwich**
- **Juicy Hamburger**
- Vegetables
- Fresh Lettuce & Spinach Mix
- Fresh Sliced Tomatoes
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh-Cut Cucumber Slices
- Fresh Broccoli Florets
- Homestyle Coleslaw Salad
- Fruit
- Juicy Pineapple Tidbits
- Fresh Apple
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

- Fresh Apple
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Luigi's Eatery
- Lunch Entrée
- **Cheesy Two Cheese Pizza**
- **Classic Pepperoni Pizza**
- Vegetables
- Fresh Lettuce & Spinach Mix
- Fresh Baby Carrots
- Fresh-Cut Cucumber Slices
- Fresh Broccoli Florets
- Homestyle Coleslaw Salad
- Fruit
- Juicy Pineapple Tidbits
- Fresh Apple
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Ketchup Dispenser
- Spicy Red Pepper Flakes
- Mustard Dispenser
- Mayo Dispenser
- Delicatessen
- Lunch Entrée
- **Fresh Turkey & Cheese Sub**
- **Turkey & Cheese Wrap**
- Vegetables
- Fresh Lettuce & Spinach Mix
- Fresh Shredded Lettuce
- Fresh Baby Carrots
- Fresh Sliced Tomatoes
- Fresh Red Onions
- Fresh-Cut Cucumber Slices
- Fresh Broccoli Florets
- Homestyle Coleslaw Salad
- Fruit
- Juicy Pineapple Tidbits
- Fresh Apple
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Ballpark Classics
- Lunch Entrée
- **Spicy Chicken Patty Sandwich**
- **Juicy Hamburger**
- Vegetables
- Fresh Lettuce & Spinach Mix
- Fresh Sliced Tomatoes
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh-Cut Cucumber Slices
- Fresh Broccoli Florets
- Homestyle Coleslaw Salad
- Fruit
- Juicy Pineapple Tidbits
- Fresh Apple
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

- Diced Strawberries Cup
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Light Italian Dressing
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Luigi's Eatery
- Lunch Entrée
- **Classic Pepperoni Pizza**
- **Veggie Pizza**
- **Beef Taco Pizza**
- Vegetables
- Fresh Lettuce & Spinach Mix
- Fresh Baby Carrots
- Fresh Celery Sticks
- Green Bell Pepper
- Fruit
- Fresh Orange
- Diced Strawberries Cup
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Light Italian Dressing
- Parmesan Cheese Bulk
- Ranch Dispenser
- Spicy Red Pepper Flakes
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Delicatessen
- Lunch Entrée
- **Fresh Turkey & Cheese Sub**
- **Turkey & Cheese Wrap**
- **Turkey Ham, Turkey & Cheese Wrap**
- Vegetables
- Fresh Lettuce & Spinach Mix
- Fresh Shredded Lettuce
- Fresh Baby Carrots
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Fresh Celery Sticks
- Green Bell Pepper
- Sliced Jalapenos
- Black Olives
- Fresh Red Onions
- Fruit
- Fresh Orange
- Diced Strawberries Cup
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Light Italian Dressing
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Ballpark Classics
- Lunch Entrée
- **Crispy Chicken Patty Sandwich**
- **Spicy Chicken Sandwich w/Cheese**
- **Juicy Hamburger**
- Vegetables
- Crispy Tater Tots
- Fresh Lettuce & Spinach Mix
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Celery Sticks
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Green Bell Pepper
- Fruit
- Fresh Orange
- Diced Strawberries Cup
- Milk
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Misc
- Light Italian Dressing
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

21	22	23	24	25
<p>Taco Street Lunch Entrée</p> <ul style="list-style-type: none"> • Grande Chicken Nachos • Grande Cheesy Nachos <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Seasoned Southwest Black Beans • Fresh Baby Carrots • Fresh Shredded Lettuce • Fresh Celery Sticks • Fresh Salsa • Fresh Broccoli Florets <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Orange • Diced Strawberries Cup <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Ranch Dispenser • Ketchup Dispenser • Mustard Dispenser • Mayo Dispenser <p>Main Lunch Entrée</p> <ul style="list-style-type: none"> • Homemade Beef & Bean Burrito <p>Grain</p> <ul style="list-style-type: none"> • Traditional Spanish Brown Rice <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Fresh Baby Carrots • Fresh Celery Sticks • Fresh Broccoli Florets <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Orange • Diced Strawberries Cup <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Ranch Dispenser • Ketchup Dispenser • Mustard Dispenser • Mayo Dispenser <p>Luigi's Eatery Lunch Entrée</p> <ul style="list-style-type: none"> • Delicious Cheese Pizza • Turkey Sausage Pizza <p>Vegetables</p> <ul style="list-style-type: none"> • Crispy Tater Tots • Fresh Lettuce & Spinach Mix • Fresh Baby Carrots • Fresh Celery Sticks • Fresh Broccoli Florets <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Orange • Diced Strawberries Cup <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Ranch Dispenser • Ketchup Dispenser • Mustard Dispenser • Mayo Dispenser <p>Delicatessen Lunch Entrée</p> <ul style="list-style-type: none"> • Fresh Turkey & Cheese Sub • Turkey & Cheese Wrap <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Fresh Shredded Lettuce • Fresh Baby Carrots • Fresh Sliced Tomatoes • Fresh Red Onions • Fresh-Cut Cucumber Slices • Dill Pickle Slices • Sliced Jalapenos • Black Olives 	<p>Taco Street Lunch Entrée</p> <ul style="list-style-type: none"> • Grande Cheesy Nachos • Grande Chicken Nachos <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Fresh Salsa • Fresh Baby Carrots • Fresh Shredded Lettuce • Charro Beans without Jalapeños • Fresh-Cut Cucumber Slices <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Apple • Applesauce Cup <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Mustard Dispenser • Sliced Jalapenos • Ketchup Dispenser • Ranch Dispenser • Mayo Dispenser <p>Main Lunch Entrée</p> <ul style="list-style-type: none"> • Beefy Macaroni Marinara w/ Roll <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Peppered Broccoli Florets • Fresh Baby Carrots • Fresh-Cut Cucumber Slices <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Apple • Applesauce Cup <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Mustard Dispenser • Ketchup Dispenser • Ranch Dispenser • Mayo Dispenser <p>Luigi's Eatery Lunch Entrée</p> <ul style="list-style-type: none"> • Delicious Cheese Pizza • Classic Pepperoni Pizza <p>Vegetables</p> <ul style="list-style-type: none"> • Crispy Tater Tots • Fresh Lettuce & Spinach Mix • Fresh Baby Carrots • Fresh-Cut Cucumber Slices <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Apple • Applesauce Cup <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Mustard Dispenser • Parmesan Cheese Bulk • Ketchup Dispenser • Spicy Red Pepper Flakes • Ranch Dispenser • Mayo Dispenser <p>Delicatessen Lunch Entrée</p> <ul style="list-style-type: none"> • Fresh Turkey & Cheese Sub • Turkey & Cheese Wrap <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Fresh Shredded Lettuce • Fresh Baby Carrots • Fresh Sliced Tomatoes • Fresh Red Onions • Fresh-Cut Cucumber Slices • Dill Pickle Slices • Sliced Jalapenos • Black Olives 	<p>Taco Street Lunch Entrée</p> <ul style="list-style-type: none"> • Grande Cheesy Nachos • Grande Chicken Nachos <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Fresh Salsa • Fresh Baby Carrots • Fresh Shredded Lettuce • Charro Pinto Beans • Fresh Broccoli Florets • Fresh-Cut Cucumber Slices <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Apple • Applesauce Cup <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Mustard Dispenser • Sliced Jalapenos • Ketchup Dispenser • Ranch Dispenser • Mayo Dispenser <p>Main Lunch Entrée</p> <ul style="list-style-type: none"> • Boneless Sweet Honey BBQ Wings w/ Roll <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Zingy Crinkle Fries • Fresh Baby Carrots • Fresh Broccoli Florets • Fresh-Cut Cucumber Slices <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Apple • Applesauce Cup <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Mustard Dispenser • Ketchup Dispenser • Ranch Dispenser • Mayo Dispenser <p>Luigi's Eatery Lunch Entrée</p> <ul style="list-style-type: none"> • Delicious Cheese Pizza • Classic Pepperoni Pizza <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Fresh Baby Carrots • Fresh Broccoli Florets • Fresh-Cut Cucumber Slices <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Apple • Applesauce Cup <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Mustard Dispenser • Parmesan Cheese Bulk • Ketchup Dispenser • Spicy Red Pepper Flakes • Ranch Dispenser • Mayo Dispenser <p>Delicatessen Lunch Entrée</p> <ul style="list-style-type: none"> • Fresh Turkey & Cheese Sub • Fresh Turkey Ham & Cheese Sub <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Fresh Shredded Lettuce • Fresh Baby Carrots • Fresh Sliced Tomatoes • Fresh Broccoli Florets • Fresh Red Onions • Dill Pickle Slices 	<p>Taco Street Lunch Entrée</p> <ul style="list-style-type: none"> • Grande Beefy Nachos • Grande Cheesy Nachos <p>Grain</p> <ul style="list-style-type: none"> • Cilantro Lime Rice <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Fresh Shredded Lettuce • Fresh Baby Carrots • Fresh Salsa • Fresh Celery Sticks • Fresh Broccoli Florets <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Orange • Sliced Pears <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Ranch Dispenser • Ketchup Dispenser • Mustard Dispenser • Mayo Dispenser <p>Main Lunch Entrée</p> <ul style="list-style-type: none"> • Scratch-Made Cheesy Chicken Flour Tacos <p>Vegetables</p> <ul style="list-style-type: none"> • Cheesy Mexican Mix Refried Beans • Fresh Lettuce & Spinach Mix • Fresh Baby Carrots • Fresh Celery Sticks • Fresh Broccoli Florets <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Orange • Sliced Pears <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Ranch Dispenser • Ketchup Dispenser • Mustard Dispenser • Mayo Dispenser <p>Luigi's Eatery Lunch Entrée</p> <ul style="list-style-type: none"> • Delicious Cheese Pizza • Classic Pepperoni Pizza <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Fresh Baby Carrots • Fresh Celery Sticks • Fresh Broccoli Florets <p>Fruit</p> <ul style="list-style-type: none"> • Fresh Orange • Sliced Pears <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Ranch Dispenser • Ketchup Dispenser • Mustard Dispenser • Mayo Dispenser <p>Delicatessen Lunch Entrée</p> <ul style="list-style-type: none"> • Fresh Turkey & Cheese Sub • Turkey & Cheese Wrap • Turkey Ham, Turkey & Cheese Wrap <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Fresh Shredded Lettuce • Fresh Baby Carrots • Fresh Celery Sticks • Fresh Broccoli Florets • Fresh Red Onions • Dill Pickle Slices 	<p>Taco Street Lunch Entrée</p> <ul style="list-style-type: none"> • Scratch-Made Beef Enchiladas w/ Spanish Rice <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Fresh Shredded Lettuce • Fresh Broccoli Florets • Fresh Salsa • Fresh Baby Carrots • Vegetarian Refried Beans • Green Bell Pepper <p>Fruit</p> <ul style="list-style-type: none"> • Juicy Mandarin Oranges • Fresh Apple <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Ranch Dispenser • Ketchup Dispenser • Mustard Dispenser • Mayo Dispenser <p>Main Lunch Entrée</p> <ul style="list-style-type: none"> • Creamy Chicken Alfredo Rotini <p>Grain</p> <ul style="list-style-type: none"> • Fluffy Garlic Breadstick <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Steamed Corn • Fresh Broccoli Florets • Fresh Baby Carrots • Green Bell Pepper <p>Fruit</p> <ul style="list-style-type: none"> • Juicy Mandarin Oranges • Fresh Apple <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Ranch Dispenser • Ketchup Dispenser • Mustard Dispenser • Mayo Dispenser <p>Luigi's Eatery Lunch Entrée</p> <ul style="list-style-type: none"> • Delicious Cheese Pizza • Savory Supreme Pizza <p>Vegetables</p> <ul style="list-style-type: none"> • Crispy Tater Tots • Fresh Lettuce & Spinach Mix • Fresh Broccoli Florets • Fresh Baby Carrots • Green Bell Pepper <p>Fruit</p> <ul style="list-style-type: none"> • Juicy Mandarin Oranges • Fresh Apple <p>Milk</p> <ul style="list-style-type: none"> • 1% Low Fat White Milk Local • Fat Free Chocolate Milk Local <p>Misc</p> <ul style="list-style-type: none"> • Ranch Dispenser • Ketchup Dispenser • Mustard Dispenser • Mayo Dispenser <p>Delicatessen Lunch Entrée</p> <ul style="list-style-type: none"> • Fresh Turkey & Cheese Sub • Turkey & Cheese Wrap <p>Vegetables</p> <ul style="list-style-type: none"> • Fresh Lettuce & Spinach Mix • Fresh Shredded Lettuce • Fresh Broccoli Florets • Fresh Sliced Tomatoes • Fresh Baby Carrots

- Fresh Sliced Tomatoes
- Fresh Celery Sticks
- Fresh Red Onions
- Dill Pickle Slices
- Fresh Broccoli Florets
- Sliced Jalapenos
- Black Olives
- Fresh Orange
- Diced Strawberries Cup
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Mustard Dispenser
- Ketchup Dispenser
- Ranch Dispenser
- Mayo Dispenser
- Crispy Chicken Patty Sandwich
- Grilled Cheeseburger
- Crispy Tater Tots
- Fresh Lettuce & Spinach Mix
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Sliced Tomatoes
- Fresh-Cut Cucumber Slices
- Dill Pickle Slices
- Fresh Apple
- Applesauce Cup
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Mustard Dispenser
- Ketchup Dispenser
- Ranch Dispenser
- Mayo Dispenser
- Fresh-Cut Cucumber Slices
- Sliced Jalapenos
- Black Olives
- Fresh Orange
- Sliced Pears
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Crispy Chicken Patty Sandwich
- Grilled Cheeseburger
- Crispy Tater Tots
- Fresh Lettuce & Spinach Mix
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Sliced Tomatoes
- Fresh Celery Sticks
- Fresh Broccoli Florets
- Fresh Sliced Tomatoes
- Fresh Orange
- Sliced Pears
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Green Bell Pepper
- Sliced Jalapenos
- Black Olives
- Fresh Red Onions
- Juicy Mandarin Oranges
- Fresh Apple
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser
- Crispy Chicken Patty Sandwich
- Grilled Cheeseburger
- Crispy Tater Tots
- Fresh Lettuce & Spinach Mix
- Fresh Baby Carrots
- Fresh Shredded Lettuce
- Fresh Broccoli Florets
- Fresh Sliced Tomatoes
- Dill Pickle Slices
- Fresh Baby Carrots
- Green Bell Pepper
- Juicy Mandarin Oranges
- Fresh Apple
- 1% Low Fat White Milk Local
- Fat Free Chocolate Milk Local
- Ranch Dispenser
- Ketchup Dispenser
- Mustard Dispenser
- Mayo Dispenser

- Taco Street**
Lunch Entrée
- Queso Fundido Nachos
 - Cheesy Diced Chicken Nachos
- Grain
- Traditional Spanish Brown Rice
- Vegetables
- Fresh Baby Carrots
 - Fresh Salsa
 - Fresh Broccoli Florets
 - Fresh Shredded Lettuce
 - Fresh Cucumber with Zesty Lemon & Chili
- Fruit
- Fresh Apple
 - Juicy Mandarin Oranges
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser
 - Sliced Jalapenos
 - Mustard Dispenser
 - Ketchup Dispenser
 - Mayo Dispenser
- Main**
Lunch Entrée
- Beefy Baked Rotini w/ Roll
- Grain
- Fluffy Garlic Breadstick
- Vegetables
- Fresh Baby Carrots
 - Spiced Green Beans
 - Fresh Broccoli Florets
 - Fresh Cucumber with Zesty Lemon & Chili
- Fruit
- Fresh Apple
 - Juicy Mandarin Oranges
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser
 - Mustard Dispenser
 - Ketchup Dispenser
 - Mayo Dispenser
- Luigi's Eatery**
Lunch Entrée
- Delicious Cheese Pizza
 - Pulled Chicken Buffalo Pizza

- Vegetables
- Crispy Tater Tots
 - Fresh Baby Carrots
 - Fresh Broccoli Florets
 - Fresh Cucumber with Zesty Lemon & Chili
- Fruit
- Fresh Apple
 - Juicy Mandarin Oranges
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Parmesan Cheese Bulk
 - Ranch Dispenser
 - Mustard Dispenser
 - Spicy Red Pepper Flakes
 - Ketchup Dispenser
 - Mayo Dispenser
- Delicatessen**
Lunch Entrée
- Fresh Turkey & Cheese Sut
 - Turkey & Cheese Wrap
- Vegetables
- Fresh Baby Carrots
 - Fresh Shredded Lettuce
 - Fresh Broccoli Florets
 - Fresh Sliced Tomatoes
 - Dill Pickle Slices
 - Fresh Cucumber with Zesty Lemon & Chili
 - Sliced Jalapenos
 - Black Olives
 - Fresh Red Onions
- Fruit
- Fresh Apple
 - Juicy Mandarin Oranges
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser
 - Mustard Dispenser
 - Ketchup Dispenser
 - Mayo Dispenser
- Ballpark Classics**
Lunch Entrée
- Crispy Chicken Patty Sandwich
 - Grilled Cheeseburger
- Vegetables
- Crispy Tater Tots
 - Fresh Baby Carrots
 - Fresh Broccoli Florets
 - Fresh Shredded Lettuce
 - Fresh Cucumber with Zesty Lemon & Chili
 - Fresh Sliced Tomatoes
 - Dill Pickle Slices
- Fruit
- Fresh Apple
 - Juicy Mandarin Oranges
- Milk
- 1% Low Fat White Milk Local
 - Fat Free Chocolate Milk Local
- Misc
- Ranch Dispenser
 - Mustard Dispenser
 - Ketchup Dispenser
 - Mayo Dispenser



National School Lunch Program Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
Meal Components	Amount of Food¹ per Week		
	(minimum per day)		
Fruits (cups) ²	2 ½(½)	2 ½(½)	5 (1)
Vegetables (cups) ²	3¾(¾)	3¾(¾)	5 (1)
Dark Green Subgroup ³	1/2	½	½
Red/Orange Subgroup ³	¾	¾	1¼
Beans, Peas, and Lentils Subgroup ³	½	½	½
Starchy Subgroup ³	½	½	½
Other Vegetables Subgroup ^{3 4}	½	½	¾
Additional Vegetables from Any Subgroup to Reach Total	1	1	1½
Grains (oz. eq.) ⁵	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz. eq.) ⁶	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk (cups) ⁷	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week⁸			
Minimum-Maximum Calories (kcal)	550-650	600-700	750-850
Saturated Fat(% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤1,110 mg	≤1,225 mg	≤1,280 mg
Sodium Limit: Must be implemented by July 1, 2027	≤935 mg	≤1,035 mg	≤1,080 mg

¹ Food items included in each group and subgroup and amount equivalents.

² Minimum creditable serving is 1/4 cup. One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

³ Larger amounts of these vegetables may be served.

⁴ This subgroup consists of "Other vegetables" as defined in paragraph (c)(2)(ii)(E) of this section. For the purposes of the NSLP, the "Other vegetables" requirement may be met with any

additional amounts from the dark green, red/orange, and bean, peas, and lentils vegetable subgroups as defined in paragraph (c)(2)(ii) of this section.

⁵ Minimum creditable serving is 0.25 oz. eq. At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grains items offered must be enriched.

⁶ Minimum creditable serving is 0.25 oz. eq.

⁷ Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section.

⁸ By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

School Breakfast Program Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
Meal Components	Amount of Food¹ per Week		
	(minimum per day)		
Fruits (cups) ²	5 (1)	5 (1)	5 (1)
Vegetables (cups) ²	0	0	0
Dark Green Subgroup	0	0	0
Red/Orange Subgroup	0	0	0
Beans, Peas, and Lentils Subgroup	0	0	0
Starchy Subgroup	0	0	0
Other Vegetables Subgroup	0	0	0
Grains or Meats/Meal Alternates (oz. eq) ³	7.10(1)	g.10 (1)	9-10 (1)
Fluid Milk (cups) ⁴	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week⁵			
Minimum-Maximum Calories (kcal)	350-500	400-550	450-600
Saturated Fat(% of total calories)	<10	<10	<10
Added Sugars(% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤5540mg	≤6000 mg	≤6400mg
Sodium Limit: Must be implemented by July 1, 2027	≤485 mg	≤535 mg	≤570 mg

¹ Food items included in each group and subgroup and amount equivalents.
² Minimum creditable serving is 1/8 cup. Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Schools may substitute vegetables for fruit at breakfast. as described in paragraph (c)(2)(i) and (ii) of this section.
³ Minimum creditable serving is 0.25 oz. eq. Schools may offer grains, meat meal alternates or a combination of both to meet the daily and weekly ounce equivalents for this combined component. At least 80 percent of grains offered weekly at breakfast must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grains offered must be enriched.
⁴ Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section.
⁵ By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

August 1, 2024-March 31,
2025

	Dogwood Elementary 8945 Dogwood Rd. Germantown, TN 38139 Graded K-5 Contact: Debbie Davis	Farmington Elementary 2085 Cordes Rd. Germantown, TN 38139 Grades K-5 Contact: Debbie Davis	Forest Hill Elementary 3368 S. Forest Hill Irene Germantown, TN 38138 Grades K-5 Contact: Debbie Davis	Houston Middle School 9400 Wolf River Blvd Germantown, TN 38139 Grades 6-8 Contact: Debbie Davis	Houston High School 9755 Wolf River Blvd Germantown, TN 38138 Grades 9-12 Contact: Debbie Davis	Riverdale 1745 Miller Farms Rd. Germantown, TN 38138 Grades K-8 Contact: Debbie Davis
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Current Enrollment	659	645	704	976	1807	1195	
Serving Days	175	175	175	175	175	175	

Totals

Monthly Average Participation	277	229	337	307	445	465	
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Monthly Average Enrollment	626	615	663	926	1714	1121	
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Breakfast Count							
Adult	14	3	3	24	27	24	95
Paid	3250	3753	3653	2585	5773	7769	26783
Free	91	1179	2074	975	3079	3266	10664
Reduced	1	497	537	334	686	932	2987

Serving Times	08:15-08:45	08:10-08:30	08:15-08:45	07:40-08:00	07:00-07:45	08:00-08:30	
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Lunch Count							
Adult	216	29	112	415	694	183	1649
Paid	37867	27189	38173	35616	44021	51090	233956
Free	818	3001	7187	4914	11563	9339	36822
Reduced	222	691	1742	1580	2531	3428	10194

Serving Times	11:00-11:45	11:00-01:20	11:10-01:40	10:50-12:50	10:20-12:00	10:50-12:45	
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A La Carte Sales							
Breakfast	\$4,345.90	\$1,560.50	\$31.35	\$6,549.10	\$10,446.45	\$3,098.85	\$26,032.15
Lunch	\$49,180.95	\$25,981.75	\$34,782.15	\$113,190.95	\$173,775.95	\$92,166.60	\$489,078.35

Projected Enrollment							
2025-26	660	650	705	980	1800	1195	
2026-27	662	652	707	982	1805	1198	
2027-28	662	652	707	982	1805	1198	
2028-29	662	652	707	982	1805	1198	
2029-30	662	652	707	982	1805	1198	

Germantown Municipal School District Cost Responsibility Detail Chart

The designation of program expenses is listed in the table below.

1. The FSMC guarantees to the SFA/Sponsor that the proposal meal rate for each reimbursable school meal shall include the expenses as designated with an "X" or a " " under Column 1. The FSMC shall be responsible for negotiating/paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.
2. The SFA/Sponsor shall pay those expenses as designated with an "X" or a "✓" under Column II.

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA/SPONSOR)
LABOR:		
Payroll, managers and/or supervisors	X	
Payroll, full and part-time workers	X	
Payroll, Monitors	X	
Life Insurance	X	
Medical/Dental Insurance	X	
Retirement Plans	X	
Social Security	X	
Vacation	X	
Sick Leave	X	
Holiday Pay	X	
Uniforms	X	
Tuition Reimbursement	X	
Labor Relations	X	
Unemployment Compensation	X	
Workers Compensation	X	
Processing and Payment of Payroll	X	
FOOD:		
Purchase of Program Food Items (NSLP, SBP, FFVP)	X	
Purchase of Nonprogram Food Items (A la Carte, Adult Meals, Catering)	X	
Food Preparation	X	
Food Packaging	X	
Serving of Food	X	
OTHER EXPENSES:		
Accounting	X	
Bank Charges	X	
Data Processing	X	
Recordkeeping	X	
Processing and Payment of invoices	X	

EQUIPMENT:		
Equipment – Major		X
Original Purchase		X
Routine Maintenance		X
Major Repairs		X
Replacement		X
Equipment – Expendable (Trays, tableware, glassware, utensils)	X	
Original Purchase	X	
Replacement	X	
ADDITIONAL ITEMS:		
Cleaning/Janitorial Supplies	X	
Insurance	X	
Liability Insurance	X	
Insurance on Supplies/Inventory	X	
Laundry and Linen	X	
Office Materials	X	
Paper/Disposable Supplies	X	
Pest Control		X
Postage	X	
Printing	X	
Product Tasting	X	
Promotional Materials	X	
Taxes and License	X	
Telephone	X	
Local	X	
Long Distance	X	
Medium of Exchange for Point of Service Counts including Student Payments	X	
Training	X	
Transportation of Meals	X	
Trash Removal from Kitchen	X	
Trash Removal from School Premises		X
Travel	X	
Utilities		X
Vehicles	X	
Ware washing Equipment		X
Ware washing Chemicals	X	
Purchase of Supplies (e.g., containers, paper, etc.)	X	
Cleaning	X	
Documentation of Expenses	X	
Cleaning Responsibilities:		
Routine cleaning and housekeeping in the kitchen, food preparation and service areas including floors, cooking, storage and serving equipment, storage areas, walls, and ice machines	X	
Regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds and period waxing and buffing of floors.		X
Routine cleaning of grease traps, duct work, plenum chambers, vent		X

hoods and roof fans		
Trash and garbage removal and extermination service.		X
FSMC and District shall comply with all applicable standards, order or requirements issued pursuant to Section 306 of the Clean Air Act of 1970, as amended (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389, and Environmental Protection Agency regulations (40 CFR, Part 15), and any violations thereof shall be reported to the United States Department of Agriculture and to the USEPA Administrator of Enforcement (EN-329) or other appropriate authority. (Contracts, subcontracts and sub grants of amounts in excess of \$100,000.)	X	X
FSMC and District shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).	X	X

Buy American Clause

1. The food service management company shall retain title of all purchased food and nonfood items.

2. This SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d) and USDA Memo SP 23-2024. Note that products must be both produced and processed in the U.S.

The term, "substantially," means over 51 percent of a food product consists of agricultural commodities that were grown domestically in the United States (USDA Memo SP 23-2024).

3. The FSMC may purchase non-domestic foods per "limited exceptions" codified in regulations by USDA in the following circumstances:

Products are listed on the Federal Acquisitions Regulations Nonavailable articles list found at 48 CFR 25.104 (Note: while these items do count towards the non-domestic food purchases cap (see: 6.5), nonavailable articles are exempt from documentation requirements.

Products are not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality; and/or

The cost of a U.S. product is significantly higher than the non-domestic product.

4. Exceptions to the "Buy American" provision should be used as a last resort. However, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the "Buy American Certification Form" and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to Debbie Davis at Debra.Davis@GMSDK12.org a minimum of 10 working days in advance of delivery.

5. The food service management company may substitute commercially purchased foods for all other USDA Foods received. All commercially purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA and must be in compliance with the "Buy American" provision in 7 CFR Part

210.21(d) and USDA's Final Rule per Memo SP 23-2024. Exceptions may not exceed the following thresholds per total program food cost per school year:

School year 2025-2026: 10 percent

School year 2028-2029: 8 percent

School year 2031-2032: 5 percent

6. The SFA shall ensure commercially purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.

7. 7 CFR 210.21 (f)(1) Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments more than the contractor's actual, net allowable costs.

8. The food service management company shall certify the percentage of U.S. content in the products supplied to the SFA to show compliance with the "Buy American" provision in 7 CFR Part 210.21(d) and 7 CFR 220.16(d).

9. The SFA reserves the right to review food service management company purchase records to ensure compliance with the "Buy American" provision in 7 CFR Part 210.21(d) and 7 CFR 220.16(d).

10. The food service management company shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.

For the duration of the contract and all subsequent renewal terms, as applicable, the food service management company shall purchase foods and beverages that are equivalent or better in quality and variety as those items required in the 21-day cycle menu, per the requirements outlined above, in Exhibit B, and the food specifications contained herein.

For the first 21 days of meal service, FSMC shall adhere to the 21-day cycle menu provided in the RFP (Exhibit B) and developed in accordance with the provisions of 210.10 or 210.10 (a). Thereafter, changes in the menu may be made with the approval of the SFA

CERTIFICATE OF NON-DISCRIMINATION

By submission of this Request for Proposal, the Proposer (NAME OF FIRM)

Southwest Foodservice Excellence, 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, gender, sexual orientation, veteran status, 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.

Southwest Foodservice Excellence, LLC

PROPOSER'S NAME

BZ

SIGNATURE

5/19/25

DATE

Bryan McMahon

Printed or Typed Name of Individual Signing for the Proposer

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Student Wellness	Descriptor Code: 6.411	Issued Date: 08/29/23 10/26/21 12/09/19 09/16/19 08/21/17
		Rescinds: 6.411	Issued: 07/11/16

1 The Board recognizes the link between student wellness and academic achievement. In order to provide
2 an environment conducive to overall student wellness, this policy shall be followed by all schools in the
3 District. The board shall permit teachers, school health professionals, parents, administrators, and any
4 interested citizens to participate in development of wellness polices.

5 **COMMITMENT TO COORDINATED SCHOOL HEALTH**

6 All schools shall implement the CDC's Coordinated School Health approach to managing new and
7 existing wellness related programs and services in schools and the surrounding community based on
8 State law and State Board of Education CSH standards and guidelines. The district's Coordinated School
9 Health Coordinator shall be responsible for overseeing compliance with the State Board of Education
10 CSH standards and guidelines in the school district. A parent or legal guardian who wishes to excuse
11 the parent's or legal guardian's student from participating in a health screening provided as part of a
12 coordinated school health program must submit a request in writing to the student's school nurse. This
13 excuse from participating in health screenings shall be in effect unless and until the student's parent or
14 legal guardian revokes the excuse.

15 **SCHOOL HEALTH ADVISORY COUNCIL**

16 A school health advisory council shall be established to serve as a resource at school sites for
17 implementing policies and programs and to develop an active working relationship with the community
18 health council. The council shall consist of individuals representing the school and community, including
19 parents, students, teachers, school administrators, health professionals, school food service
20 representatives, and members of the public. The primary responsibilities of the council include but are
21 not limited to:

- 22 I. Making recommendations regarding student physical activity and nutrition policies;
- 23 2. Ensuring that all schools within the district create and implement an action plan related to all
24 School Health Index modules;
- 25 3. Ensuring that the results of the action plan are annually reported to the council; and
- 26 4. Ensuring that school level results include measures of progress on each indicator of the School
27 Health Index.

28 The State Board of Education's Coordinated School Health and Physical Activity Policies shall be used
29 as guidance by the Council to make recommendations. The board will consider recommendations of the
30 Council in making policy changes or revisions.

1 Additionally, each school will have a Healthy School Team consisting of teachers, students, parents,
2 community members, and administrators. The Team will hold Healthy School Team meetings during
3 the school year to assess needs and oversee planning and implementation of school health efforts. The
4 Superintendent /designee will ensure compliance with school wellness policy, to include an assessment
5 of the implementation of the wellness policy and the progress made in attaining policy goals. The
6 assessment shall be posted on the GMSD website.

7 **SCHOOL HEALTH INDEX**

8 All schools within the district shall annually administer a baseline assessment on each of the
9 recommended School Health Index modules. Results shall be submitted to the School Health Advisory
10 Council and reported to the State Department of Education.

11 **NUTRITION GUIDELINES**

12 The nutrition guidelines for all food and beverages offered for sale to students are follows:

- 13 • Will be consistent with the meal pattern requirements and nutrition standards for competitive
14 foods developed by USDA Smart Snacks in School nutrition standards.
- 15 • For other, non-sold foods and beverages made available on the school campus during the school
16 day, each school Principal shall monitor all such foods and beverages to ensure that non-sold
17 food and beverages comply as much as possible with USDA Smart Snack in School national
18 standards. However, it shall be the responsibility of each school Principal to ensure that non-
19 sold food and beverages that do not comply with the Smart Snacks guidelines are kept to a
20 minimum.

21 **COMMITMENT TO NUTRITION**

22 All schools within the District shall participate in the USDA child nutrition programs, which may include
23 but not be limited to, the National School Lunch Program, the School Breakfast Program, the Summer
24 Food Service Program, and the After-School Snack Program.

25 Meals shall be accessible to all students in a non-stigmatizing manner. Students will be given adequate
26 time to enjoy healthy meals and relax in a pleasant environment. Good nutritional habits shall be
27 encouraged. All food, including vending machines, fundraising items, and concessions during the school
28 day, must meet guidelines set forth by the Healthy, Hunger-free Kids Act, 2010, Smart Snacks in
29 Schools. The school principal/designee shall be responsible for overseeing the school district's
30 compliance with the State Board of Education Rules and Regulations for sale of food items in the school
31 district.

32 **DISTRICT GOALS**

33 The district will provide healthy nutrition through various activities, including nutrition related
34 newsletters, informational links on the district website, healthy eating posters and bulletin boards in
35 dining areas, and informational booths at various community functions. Nutrition education will be
36 offered as a part of a standard based program designed to provide students with the knowledge and skills
37 needed to promote optimum health as outlined in the State Board of Education Health Education and

1 Lifetime Wellness Standards. Nutrition education will discourage teachers from using high fat, sugar,
2 and sodium foods as rewards and encourage student to start each day with a healthy breakfast.

3 **FOOD AND BEVERAGE MARKETING**

4 Only those foods and beverages that meet the nutritional standards 7 C.F.R. § 210.11 may be marketed
5 on GMSD campuses. Marketing and advertising of food and beverages other than that sold on the school
6 campus is prohibited

7 **COMMITMENT TO PHYSICAL ACTIVITY AND PHYSICAL EDUCATION⁷**

8 The board recognizes that physical activity is extremely important to the overall health of a child.

9 Physical Education classes shall be offered as part of a standards-based program designed to provide
10 developmentally appropriate, moderate to vigorous physical activity as an integral part of the class. All
11 physical education classes shall comply with the State Board of Education's Physical Education
12 standards.

13 **COMMITMENT TO CURRICULUM**

14 All applicable courses of study should be based on Lifetime Wellness Curriculum Standards, the K-8
15 Healthful Living Curriculum Standards, and the K-12 Physical Education Curriculum Standards.

16 **RECORD KEEPING COMPLIANCE**

17 The district's Coordinated School Health Supervisor shall ensure that records demonstrating
18 stakeholder's involvement requirements are maintained. The Coordinated School Health Supervisor
19 shall additionally document the school wellness policy and ensure triennial assessments are made
20 available to the public.

21 This Policy shall be included in school handbooks.

Legal References

T.C.A. § 49-1-1002
T.C.A. § 49-6-1021
T.C.A. § 49-6-1022
T.C.A. § 49-6-2303
State Board of Education Policy 4.204
State Board of Education Policy 4.206
State Board of Education Rule 0520-01-06
42 USCA § 1758b
7 CFR § 210.10
7 CFR § 210.20
7 CFR § 210.31

ASSURANCE STATEMENT

Germantown Municipal School District

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

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

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



5/19/2025

Proposer Signature and Date



School Meal Programs Sodium Requirements

School meals offered to each age/grade group must meet, on average over the school week, the sodium limits specified in the following tables within the established deadlines:

School Breakfast Program: Sodium Limits

Age/Grade Group	Sodium Limit: In place through June 30, 2027	Sodium Limit: Must be implemented by July 1, 2027
Grades K-5	≤540 mg	≤485 mg
Grades 6-8	≤600 mg	≤535 mg
Grades 9-12	≤640 mg	≤570 mg

National School Lunch Program: Sodium Limits

Age/Grade Group	Sodium Limit: In place through June 30, 2027	Sodium Limit: Must be implemented by July 1, 2027
Grades K-5	≤1,110 mg	≤935 mg
Grades 6-8	≤1,225 mg	≤1,035 mg
Grades 9-12	≤1,280 mg	≤1,080 mg