

GMSD Board Work Session

May 12, 2026 5:30 PM

Board Room, GMSD Office

1. Second Reading General Fund FY26-27 Budget
2. First Reading FY 26-27 Other Funds Budget
3. RFP Number GMSD FY2026-002 Sports Medicine Services Provider for Houston High School
4. RFP Number GMSD FY2026-003 GMSD Janitorial Services
5. Insurance Renewal for Property, Liability, Workers Compensation, and Student Accident Insurance
6. Amendment Number One to the Pupil Transportation Services Agreement
7. Shared Health Clinic with PartneredWell
8. GMSD Tenure Recommendations
9. Miscellaneous FY 25-26 Budget Amendment #11: Summer Learning Camps
10. Further Business



GMSD BUDGET

**OTHER FUNDS
FIRST READING
MAY 19, 2025**

FY 27



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 5,800 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

Brian Curry, Chairman
Angela Griffith, Vice Chairman
Scotty Hendricks Jr., Member
Brian Curry, Member
Ryan Strain, 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
Stuart Reckord, Chief Financial
Officer
Elissa Stratton, Assistant
Superintendent Human Resources
Kate Crowder, Communications
Supervisor



CONTENTS

OTHER FUNDS

4

FEDERAL PROJECTS REVENUES

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

6

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

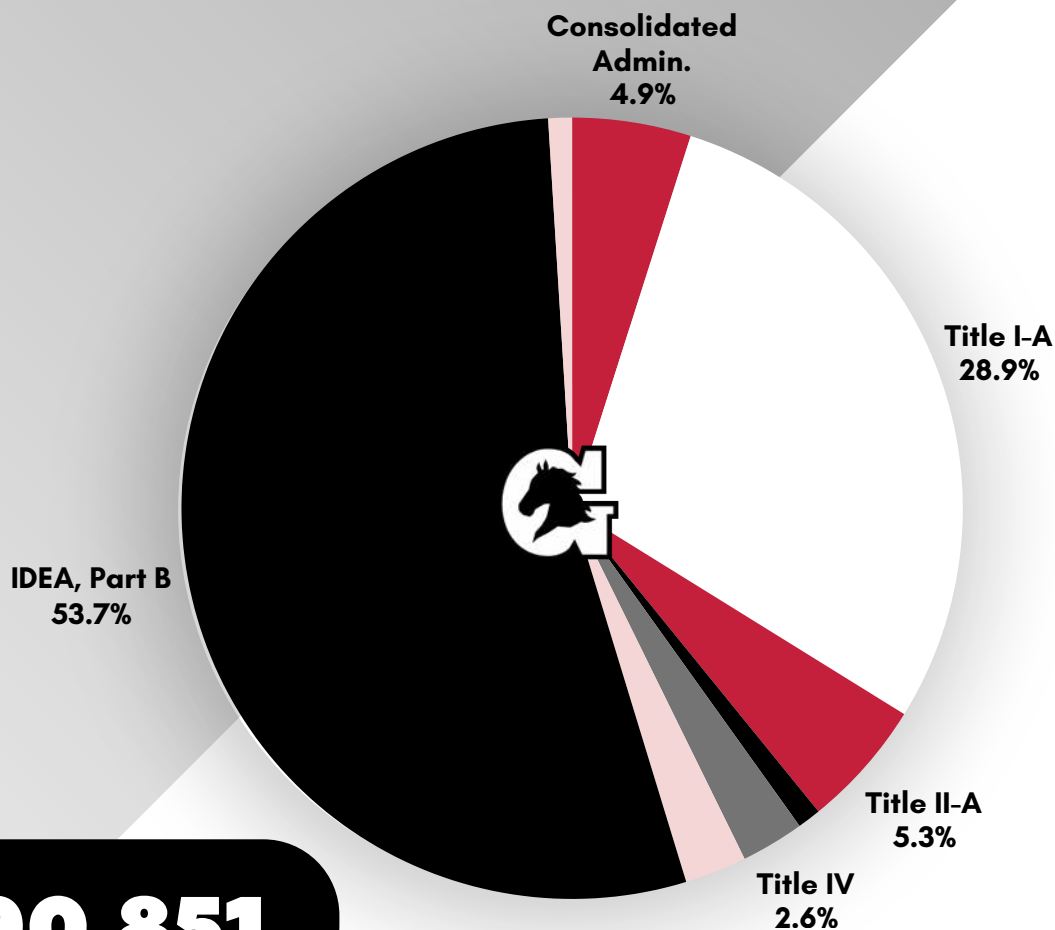
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HEALTH INSURANCE

60

OPEB TRUST

FEDERAL PROJECTS REVENUES



\$ 2,490,851

SUBCATEGORIES

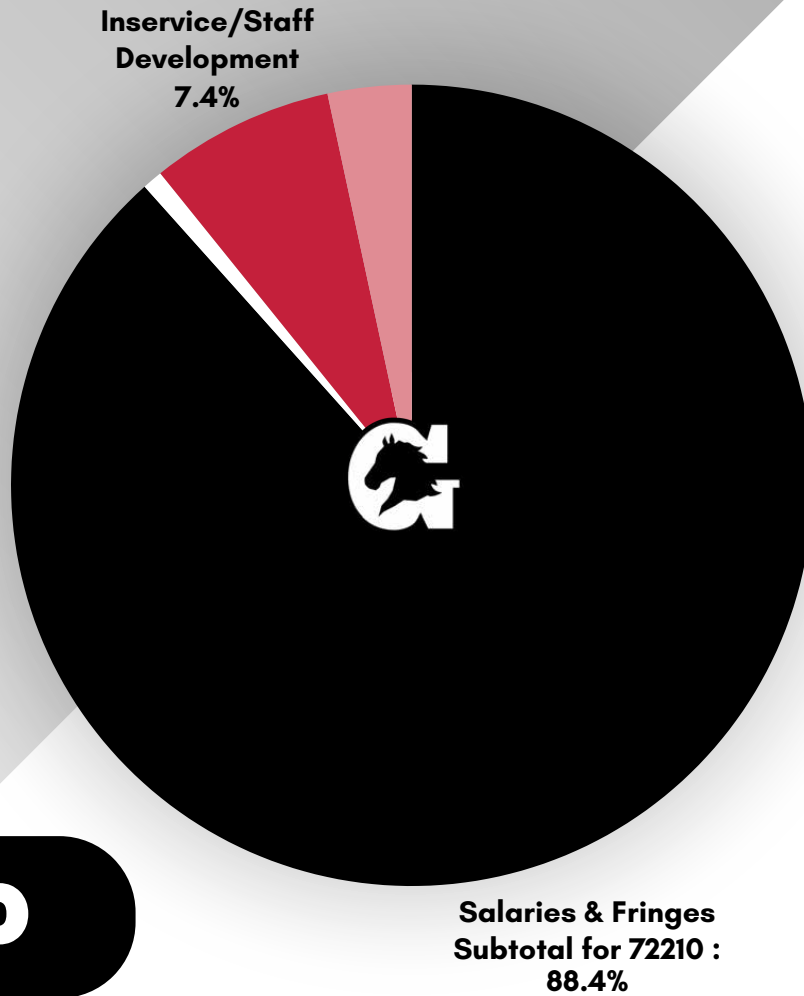
- Consolidated Admin
- Title I-A
- City Taxes
- Title II-A
- Title III
- Title IV
- Carl Perkins Basic
- "IDEA, Part B"
- IDEA Preschool

FEDERAL PROJECTS REVENUES

<u>Program</u>	<u>Description</u>	<u>FY 2027</u> <u>Budget</u>	<u>FY 2026</u> <u>Budget</u>	<u>FY 2025</u> <u>Actual</u>
010	Consolidated Admin.	122,200	78,700	74,502
100	Title I-A	720,544	895,174	1,889,685
200	Title II-A	132,214	111,826	142,273
300	Title III	24,181	16,970	15,919
400	Title IV	65,055	75,266	182,317
800	Carl Perkins Basic	63,761	61,175	51,930
900	IDEA, Part B	1,338,411	1,289,182	1,129,515
910	IDEA, Preschool	24,485	23,483	33,597
FEDERAL PROJECTS REVENUES TOTAL:		2,490,851	2,551,776	3,519,738

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



\$122,200

OVERVIEW

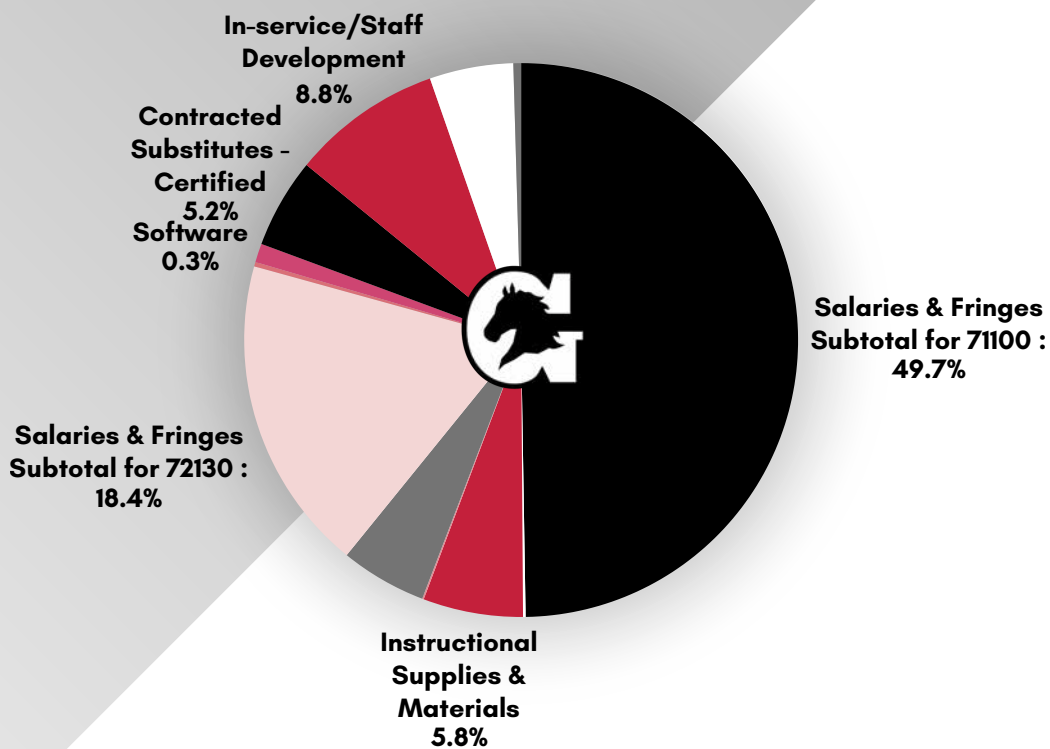
Consolidated Administration funds are utilized to administer Elementary and Secondary Education Act (ESEA) programs which provide services for children, teachers, principals, other instructional staff, and parents. These resources are also used to ensure compliance with all applicable statutes, regulations, 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 2027</u> <u>Budget</u>	<u>FY 2026</u> <u>Budget</u>	<u>FY 2025</u> <u>Actual</u>
Support: Regular Instruction (72210)				
189	Other Salaries & Wages (0.5 FTE)	90,138	55,235	54,122
201	Social Security	5,589	3,606	3,188
204	State Retirement	5,210	4,000	3,442
206	Life Insurance	145	76	81
207	Medical Insurance	5,615	4,130	4,127
212	Medicare	1,310	850	745
	Salaries & Fringes Subtotal for 72210 :	108,007	67,897	65,705
499	Other Supplies and Materials	1,000	300	-
524	Inservice/Staff Development	9,068	8,503	5,797
790	Other Equipment	-	-	-
Transfers Out (99100)				
504	Indirect Costs	4,125	2,000	3,000
	CONSOLIDATED ADMIN TOTAL:	122,200	78,700	74,502

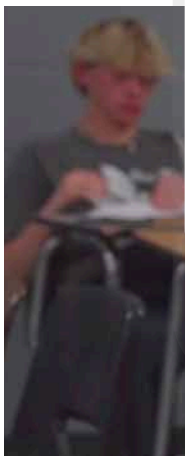
TITLE I-A



\$720,544

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.



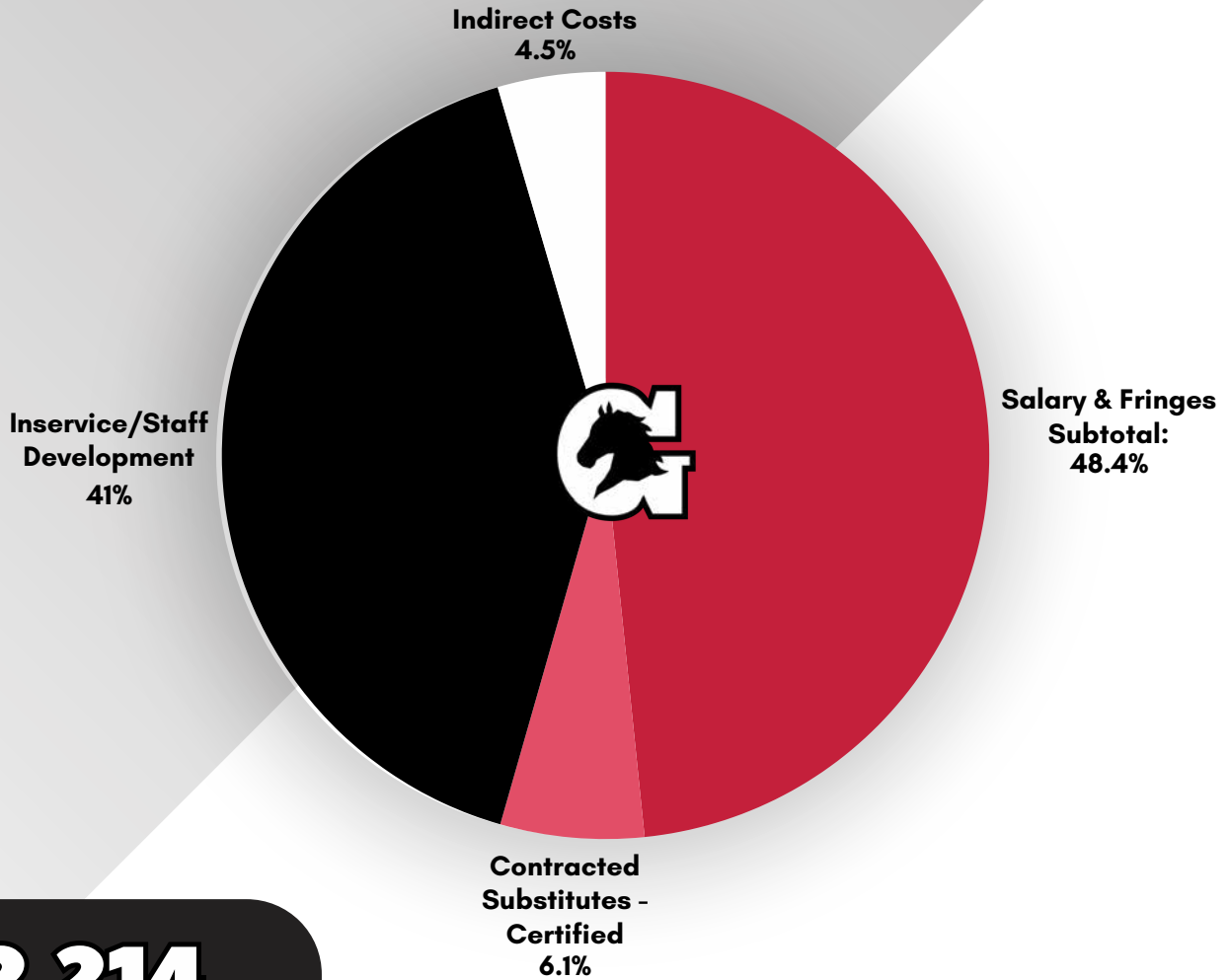
TITLE I-A

<u>Fund</u>	<u>Description</u>	<u>FY 2027 Budget</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Actual</u>
Regular Instruction (71100)				
116	Teachers	174,700	246,600	215,152
189	Other Salaries & Wages	105,170	148,797	163,123
201	Social Security	17,944	24,775	21,758
204	State Retirement	14,850	27,560	22,668
206	Life Insurance	350	400	324
207	Medical Insurance	14,564	28,430	28,062
212	Medicare	3,225	6,293	5,088
	Salaries & Fringes Subtotal for 71100 :	330,803	482,855	456,175
399	Other Contracted Services (71100)	1,000	-	6,540
429	Instructional Supplies & Materials	38,781	68,250	226,425
499	Other Supplies & Materials (71100)	600	600	-
722	Regular Instruction Equipment	33,470	103,091	553,811

TITLE I-A

<u>Fund</u>	<u>Description</u>	<u>FY 2027</u>	<u>FY 2026</u>	<u>FY 2025</u>
		<u>Budget</u>	<u>Budget</u>	<u>Actual</u>
Other Student Support (72130)				
123	Guidance Personnel	89,700	-	
189	Other Salaries & Wages	21,000	28,000	35,000
201	Social Security	7,400	2,865	2,128
204	Retirement	7,520	3,813	2,456
206/7	Life Insurance	7,475	-	-
212	Medicare	1,660	590	498
	Salaries & Fringes Subtotal for 72130 :	122,655	35,268	40,082
471	Software	1,700	6,000	4,956
499	Other Supplies & Materials	3,000	-	6,297
599	Other Charges	7,292	9,041	6,259
790	Other Equipment			917
Support: Regular Instruction (72210)				
189	Other Salaries & Wages	6,400	10,500	10,500
201	Social Security	520	660	837
204	Retirement	690	1,116	991
212	Medicare	95	152	196
369	Contracted Substitutes - Certified	34,905	12,000	39,289
399	Other Contracted Services	36,690	-	-
499	Other Supplies & Materials (72210)	-	-	-
524	In-service/Staff Development	58,342	125,641	463,227
790	Other Equipment			-
Transportation (72710)				
799	Travel	2,000	-	
Transfers Out (99100)				
504	Indirect Costs	32,501	40,000	73,183
TITLE I-A TOTAL:		720,544	895,174	1,889,685

TITLE II-A



\$ 132,214

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.

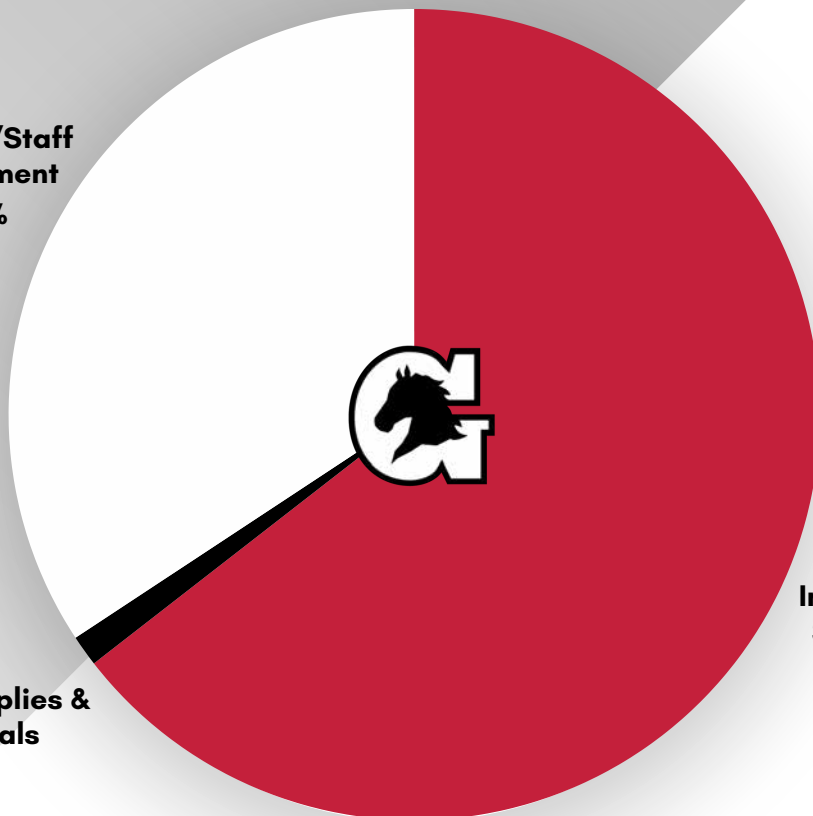
TITLE II-A

<u>Fund</u>	<u>Description</u>	<u>FY 2027 Budget</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Actual</u>
Support: Regular Instruction (72210)				
189	Other Salaries & Wages	52,600	49,556	46,956
201	Social Security	3,300	3,100	2,738
204	State Retirement	3,600	3,380	2,986
206	Life Insurance	88	60	63
207	Medical Insurance	3,600	3,310	3,302
212	Medicare	770	725	641
	Salary & Fringes Subtotal:	63,958	60,131	56,686
369	Contracted Substitutes - Certified	8,000	5,160	1,226
524	Inservice/Staff Development	54,256	40,535	78,361
Transfers Out (99100)				
504	Indirect Costs	6,000	6,000	6,000
	TITLE II-A TOTAL:	132,214	111,826	142,273

TITLE III

Inservice/Staff
Development
34.3%

Other Supplies &
Materials
1.2%



Instructional
Supplies &
Materials
64.5%

\$ 24,181

OVERVIEW

Title III assists the district to develop and to enhance their capacity to provide effective Instructional programs designed to prepare English learners.



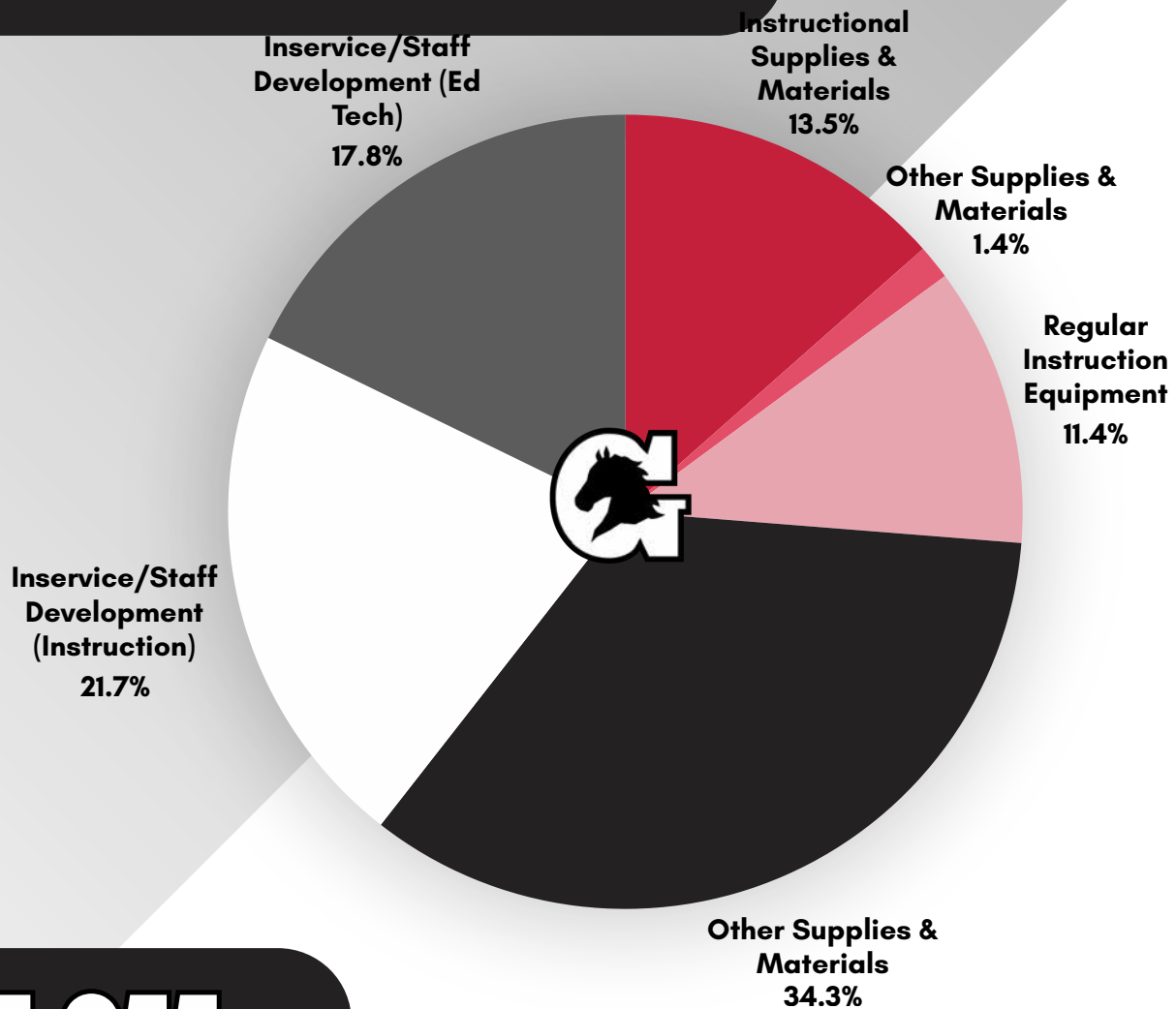
TITLE III

<u>Fund</u>	<u>Description</u>	<u>FY 2027 Budget</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Actual</u>
Regular Instruction (71100)				
429	Instructional Supplies & Materials	15,593	12,201	12,023
Other Student Support (72130)				
499	Other Supplies & Materials	200	200	187
Support: Regular Instruction (72210)				
524	Inservice/Staff Development	8,288	4,569	3,709
TITLE III TOTAL:		24,181	16,970	15,919

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



TITLE IV



\$ 65,055

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 2027 Budget</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Actual</u>
Regular Instruction (71100)				
116	Teachers	-	-	25,507
169	Part-Time Personnel	-	-	-
201	Social Security	-	-	1,391
204	State Retirement	-	-	2,009
206	Life Insurance	-	-	38
207	Medical Insurance	-	-	4,137
212	Medicare	-	-	325
	Salary & Fringes Subtotal:	-	-	33,407
369	Other Contracted Services	-	-	14,721
429	Instructional Supplies & Materials	8,500	18,000	15,435
499	Other Supplies & Materials	882	1,284	71
722	Regular Instruction Equipment	7,173	3,808	44,029



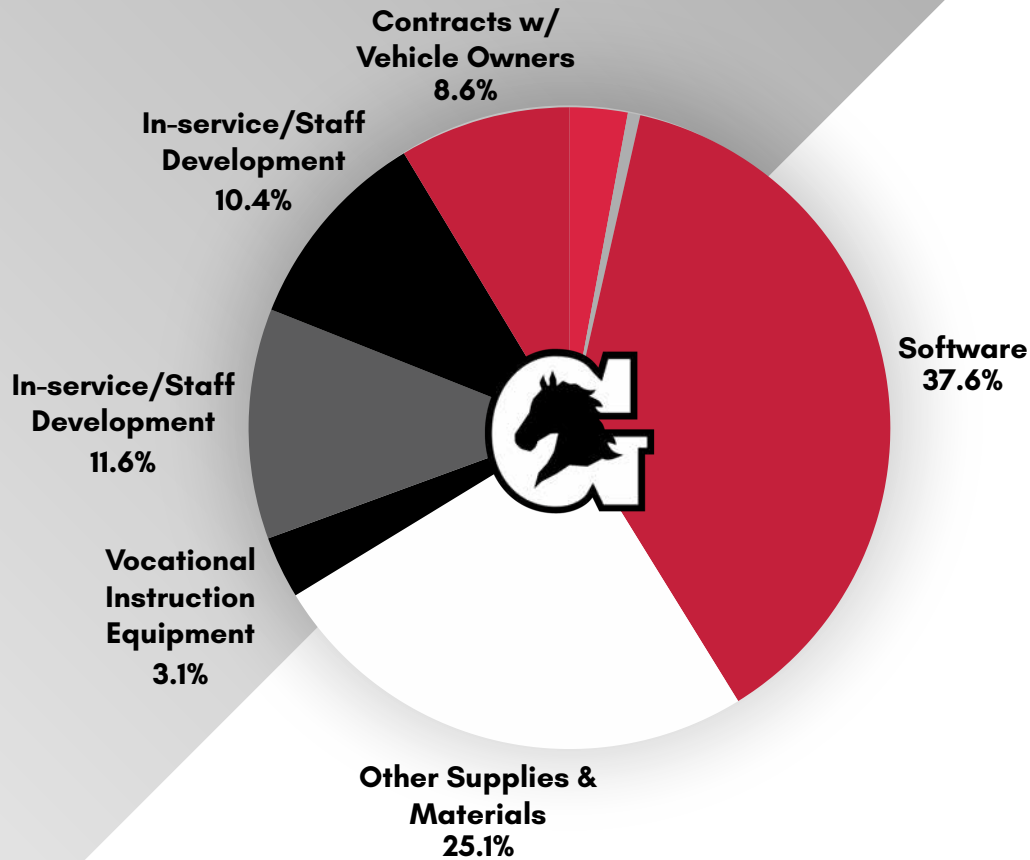
Title IV funds a variety of programs including art instruction, digital theatre, and musical instruments.

TITLE IV

<u>Fund</u>	<u>Description</u>	<u>FY 2027 Budget</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Actual</u>
Health Services (72120)				
399	Other Contracted Services	-	5,000	10,000
499	Other Supplies & Materials	21,627	16,000	15,337
Support: Regular Instruction (72210)				
369	Contracted Substitutes - Certified	2,000	5,160	3,806
524	Inservice/Staff Development	13,662	10,000	34,130
790	Other Equipment	-	-	-
Education Technology (72250)				
524	Inservice/Staff Development	11,211	16,014	7,672
790	Other Equipment	-	-	2,709
Transfers Out (99100)				
504	Indirect Costs	-	-	1,000
TITLE IV TOTAL:		65,055	75,266	182,317

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.

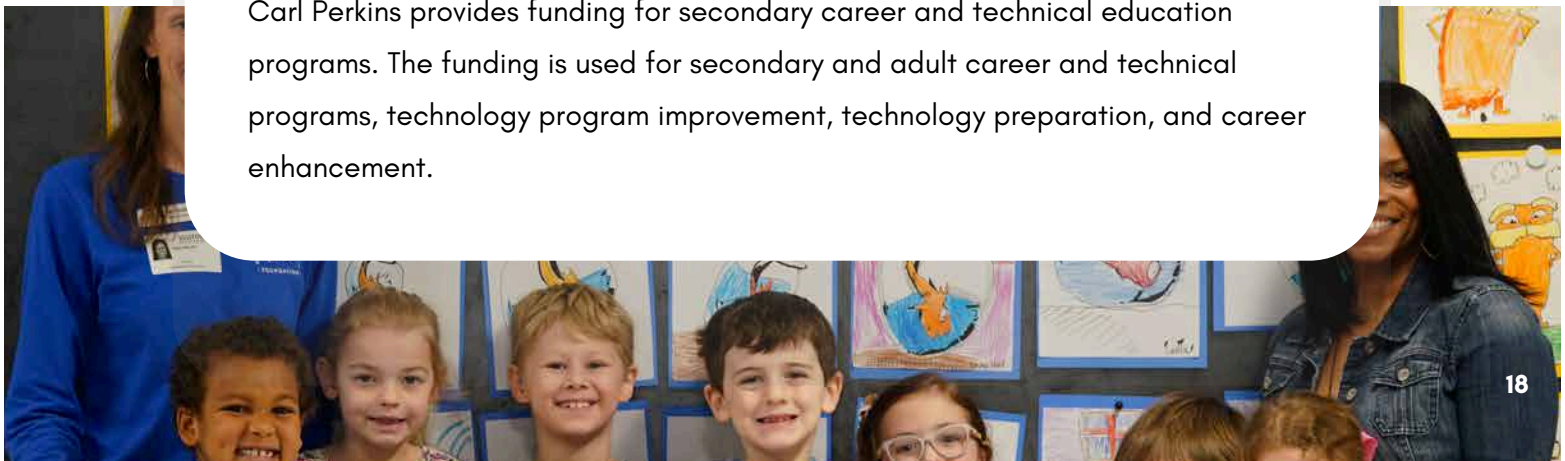
CARL PERKINS BASIC



\$ 63,761

OVERVIEW

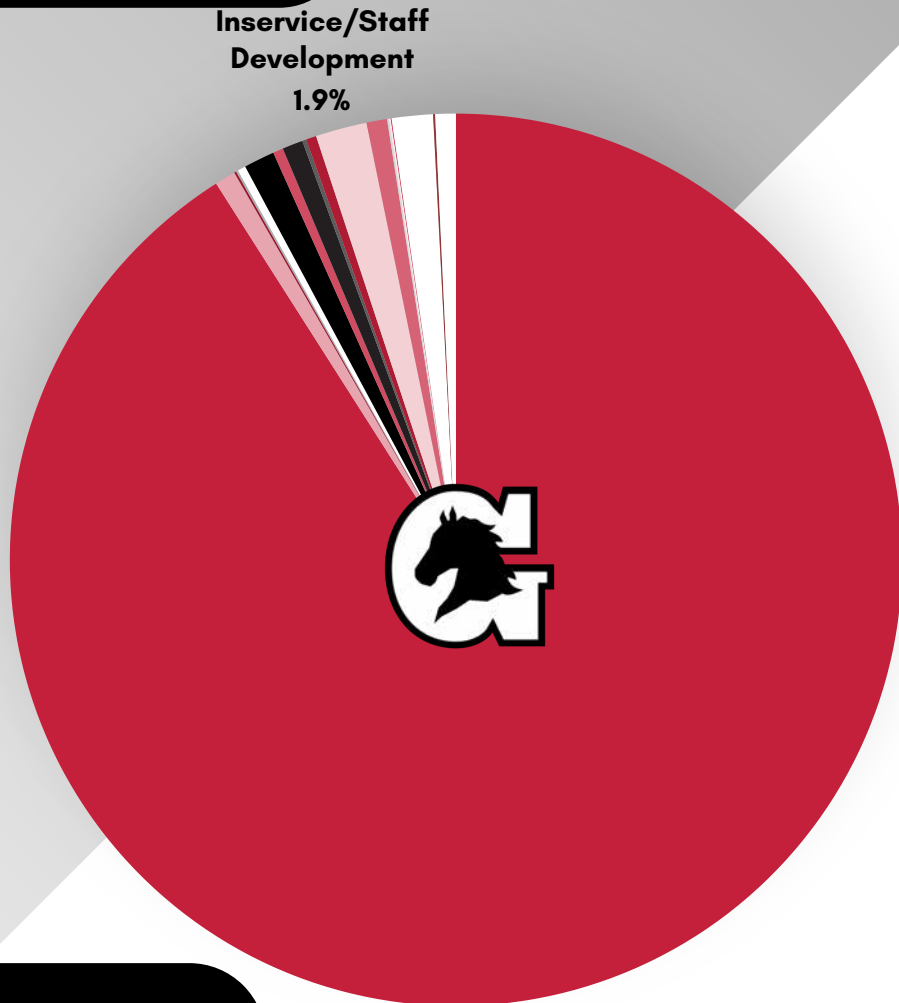
Carl Perkins provides funding for secondary career and technical education programs. The funding is used for secondary and adult career and technical programs, technology program improvement, technology preparation, and career enhancement.



CARL PERKINS BASIC

<u>Fund</u>	<u>Description</u>	<u>FY 2027 Budget</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Actual</u>
Vocational Instruction (71300)				
369	Contracted Substitutes - Certified	1,861	4,193	2,774
429	Instructional Supplies & Materials	400	2,000	1,934
471	Software	24,000	12,582	12,582
499	Other Supplies & Materials	16,000	8,918	8,918
730	Vocational Instruction Equipment	2,000	15,095	7,335
Other Student Support (72130)				
355	Travel	-	-	-
399	Other Contracted Services	-	-	-
524	In-service/Staff Development	7,400	8,300	8,300
Support: Vocational Education (72230)				
524	In-service/Staff Development	6,600	3,687	3,687
790	Other Equipment	-	-	-
Transportation (72710)				
315	Contracts w/ Vehicle Owners	5,500	6,400	6,400
Transfers Out (99100)				
504	Indirect Costs	-	-	-
CARL PERKINS BASIC TOTAL:		63,761	61,175	51,930

IDEA PART B



\$1,338,411

**Salaries & Fringes
Subtotal for 71200 :
91%**

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

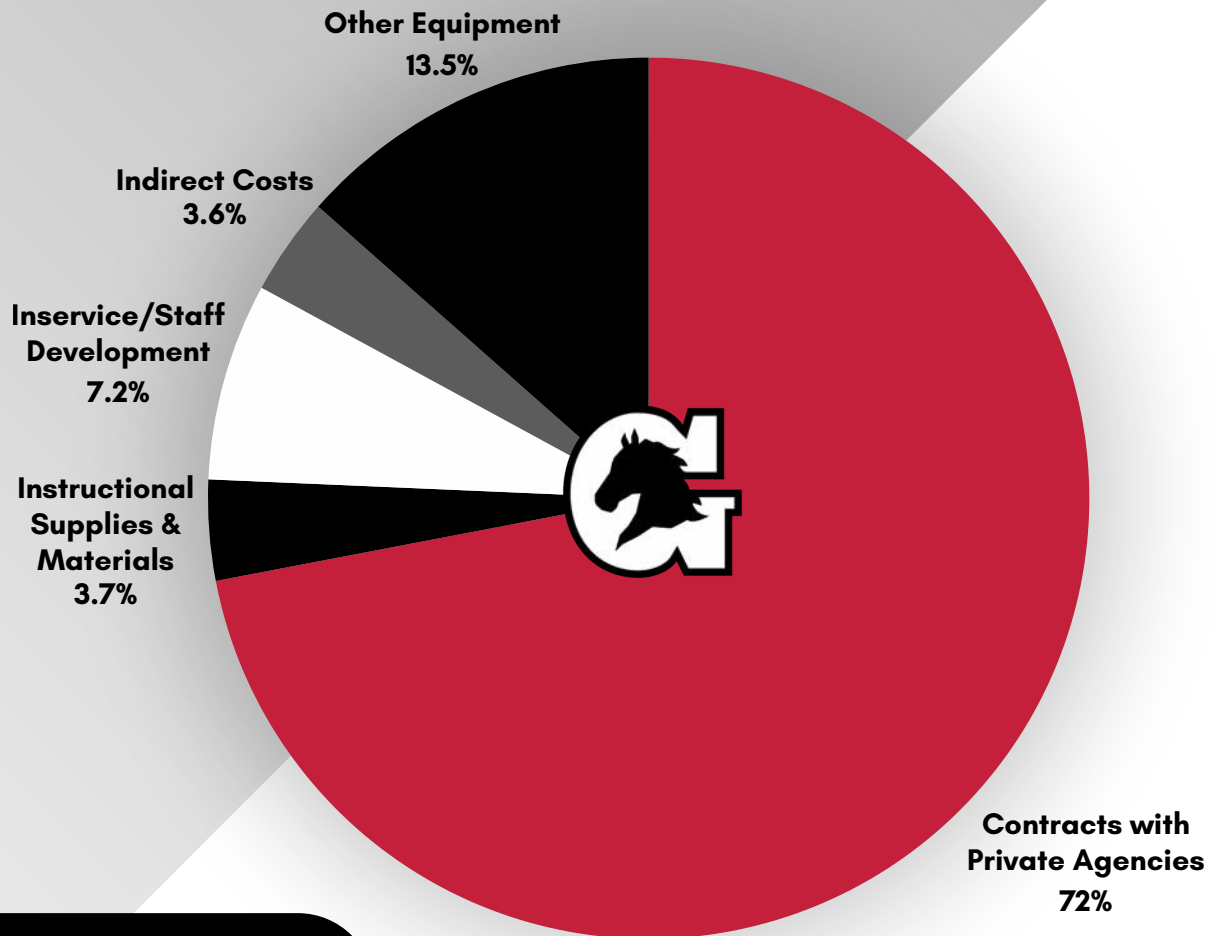
<u>Fund</u>	<u>Description</u>	<u>FY 2027 Budget</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Actual</u>
Special Education (71200)				
116	Teachers (2 FTEs)	160,000	151,000	143,807
163	Educational Assistants (20 FTEs)	694,248	604,719	511,579
188	Instructional Responsibility	25,000	75,000	45,975
201	Social Security	57,294	57,294	39,871
204	State Retirement	87,435	87,435	56,140
206	Life Insurance	8,769	8,769	1,001
207	Medical Insurance	176,000	176,000	75,282
212	Medicare	13,306	13,306	9,324
	Salaries & Fringes Subtotal for 71200 :	1,222,052	1,173,523	882,979
312	Contracts with Private Agencies	10,159	20,159	-
369	Contracts for Substitute Teachers - Certified	1,000	2,000	9,491
370	Contracts for Substitute Teachers - Non-certified	1,000	500	5,570
399	Other Contracted Services	4,000	20,000	23,118
429	Instructional Supplies & Materials	15,000	15,000	7,176
499	Other Supplies & Materials	5,000	1,000	26,660
725	SPED Equipment	10,000	2,000	42,983

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 2027 Budget</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Actual</u>
SPED Support (72220)				
312	Contracts with Private Agencies	2,000	2,000	1,248
322	Evaluation & Testing	5,000	5,000	14,530
355	Travel	-	-	-
499	Other Supplies & Materials	1,000	3,000	-
524	Inservice/Staff Development	25,000	10,000	53,332
599	Other Charges	10,000	7,000	1,403
790	Other Equipment	5,000	-	-
Transportation (72710)				
338	Maintenance and Repairs - Vehicles	800	3,000	-
425	Gasoline	1,000	4,000	1,210
511	Vehicle Insurance	400	1,000	251
729	Transportation Equipment	-	-	-
Transfers Out (99100)				
504	Indirect Costs	20,000	20,000	59,564
IDEA-B TOTAL:		1,338,411	1,289,182	1,129,515

IDEA PRESCHOOL



\$24,485

OVERVIEW

Federal funds provided for special education services to preschool students.



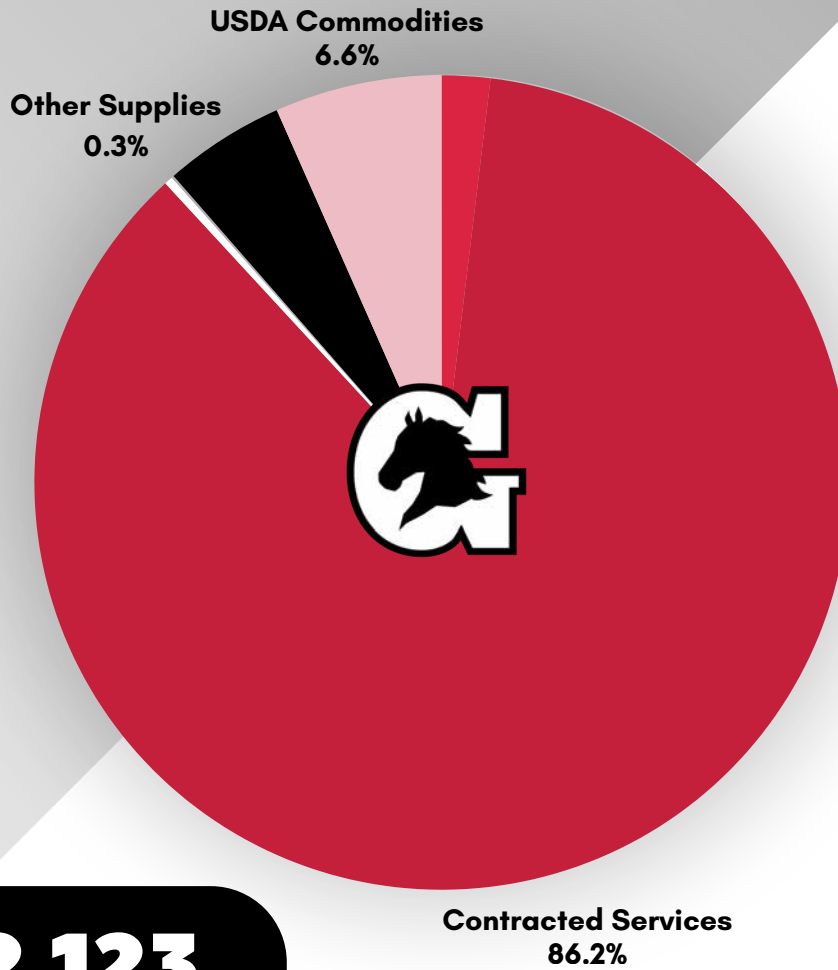
IDEA- PRESCHOOL

<u>Fund</u>	<u>Description</u>	<u>FY 2027 Budget</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Actual</u>
Special Education (71200)				
399	Other Contracted Services	17,628	13,650	13,650
429	Instructional Supplies & Materials	903	3,903	2,150
725	Special Education Equipment	-	-	15,611
Support: Special Education (72220)				
524	Inservice/Staff Development	1,774	4,772	1,200
790	Other Equipment	3,303	-	-
Transfers Out (99100)				
504	Indirect Costs	877	1,158	986
IDEA- PRESCHOOL TOTAL:		24,485	23,483	33,597



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

SCHOOL NUTRITION



\$ 2,162,123

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 2027</u> <u>Budget</u>	<u>FY 2026</u> <u>Budget</u>	<u>FY 2025</u> <u>Actual</u>
43521	Lunch Income- Children	854,101	815,560	897,235
43522	Lunch Income- Adults	9,935	16,879	9,462
43523	Breakfast Income	50,546	48,846	55,471
43525	Ala Carte Sales	676,802	679,974	643,180
47111	USDA Lunch	375,804	396,530	407,779
47113	USDA Breakfast	46,220	45,650	53,078
47112	USDA Commodities	138,042	138,074	138,911
47121	Miscellaneous - Other Revenue - Catering	10,673	7,296	12,995
47590	Other Federal Through State	-	60,729	-
	Transfers In			-
	Reserves	-	-	-
	TOTAL NUTRITION REVENUES:	2,162,123	2,209,538	2,210,683

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 2027 Budget</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Actual</u>
336	Maintenance & Repairs - Equipment	40,000	40,000	16,554
399	Contracted Services	1,848,844	1,794,994	1,849,669
499	Other Supplies	5,000	7,000	1,913
524	In-service/Staff development	2,000	2,000	-
707	Building Improvements	-	-	-
710	Equipment	128,205	100,000	49,105
469	USDA Commodities	138,074	138,074	138,911
	TOTAL NUTRITION EXPENDITURES:	2,162,123	2,082,068	2,056,152
	CHANGE IN CAFETERIA FUND BALANCE:	-	127,468	154,531

Includes expected contracted service to food service management company.

CAPITAL IMPROVEMENTS

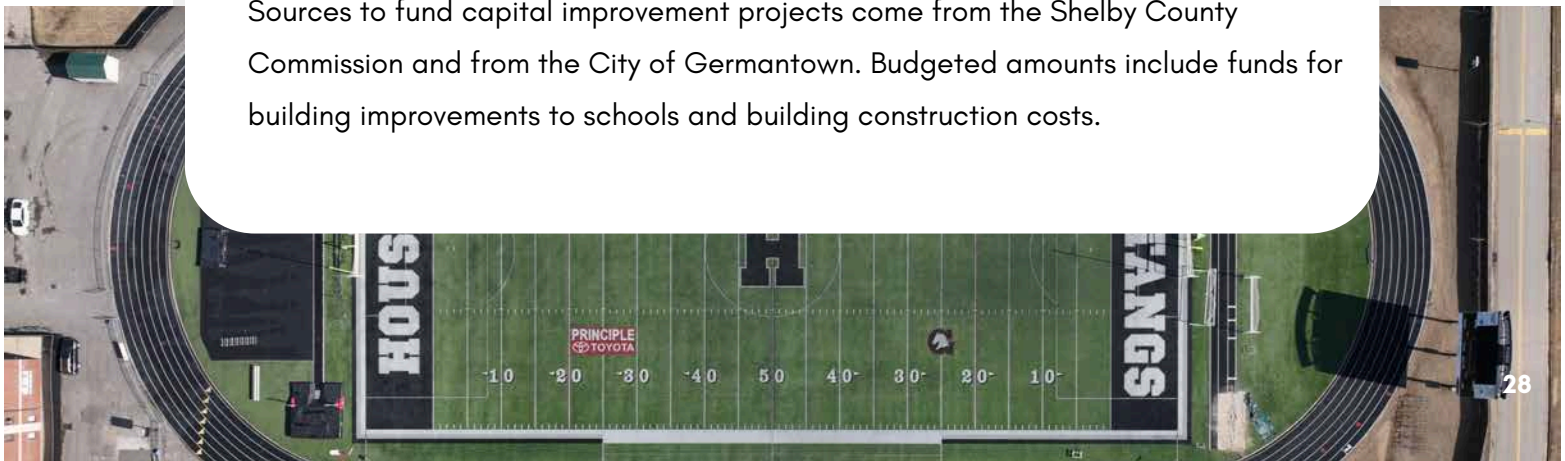


\$3,000,000

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

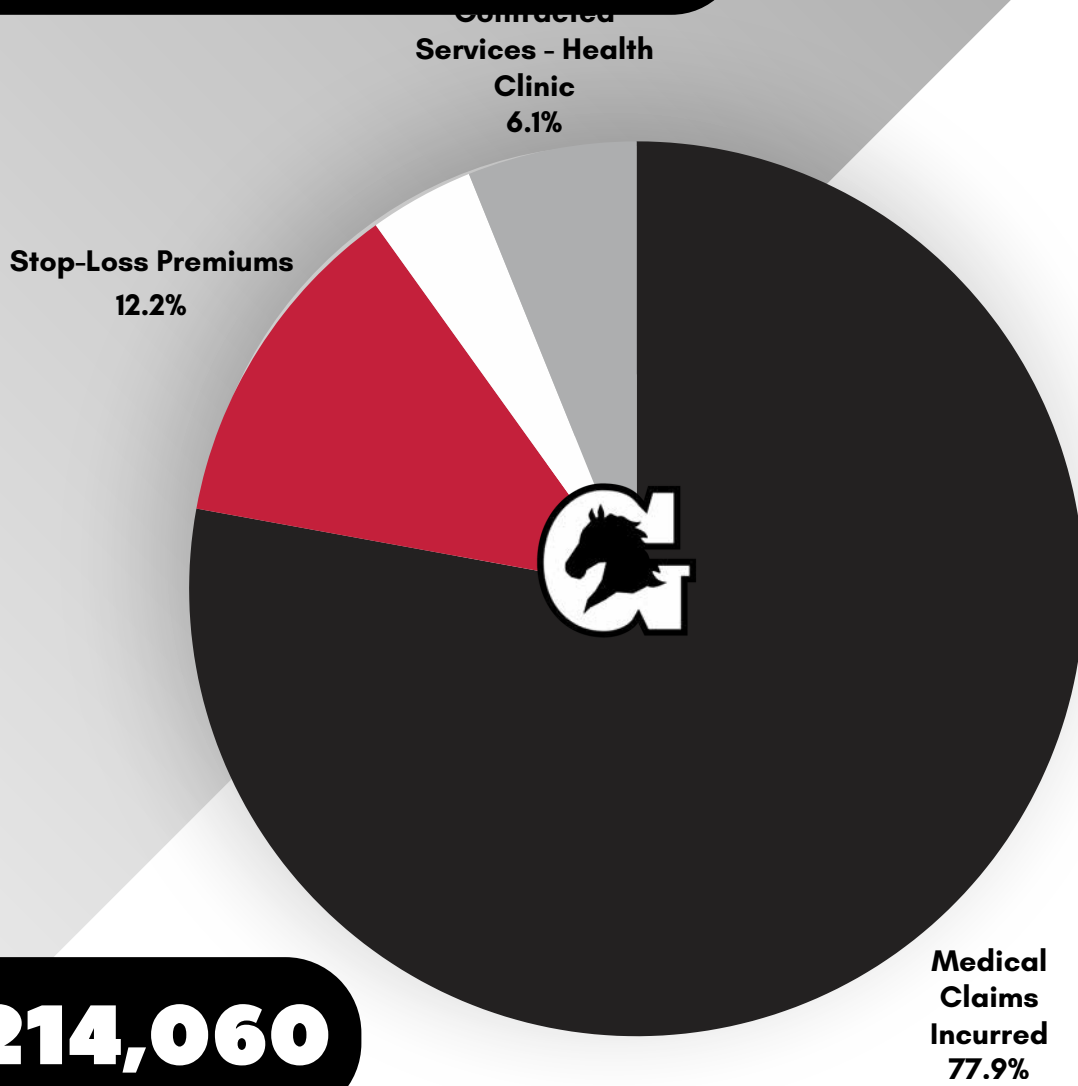
REVENUES

<u>Acct</u>	<u>Description</u>	<u>FY 2027 Budget</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Actual</u>
44190	County Commission	3,000,000	2,500,000	2,800,861
39000	Reserves	-	500,000	
	TOTAL CAPITAL IMPROV. REVENUE:	3,000,000	4,565,657	2,800,861

EXPENDITURES

<u>Acct</u>	<u>Description</u>	<u>FY 2027 Budget</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Actual</u>
304	Architects	-	-	-
706	Building Construction	-	-	139,627
707	Building Improvements	3,000,000	3,000,000	252,514
790	Other Equipment	-	-	-
	TOTAL CAPITAL IMPROV. EXPENDITURES:	3,000,000	3,000,000	392,141
	CHANGE IN CAPITAL IMPROVEMENT FUND BALANCE:	-	-	2,408,720

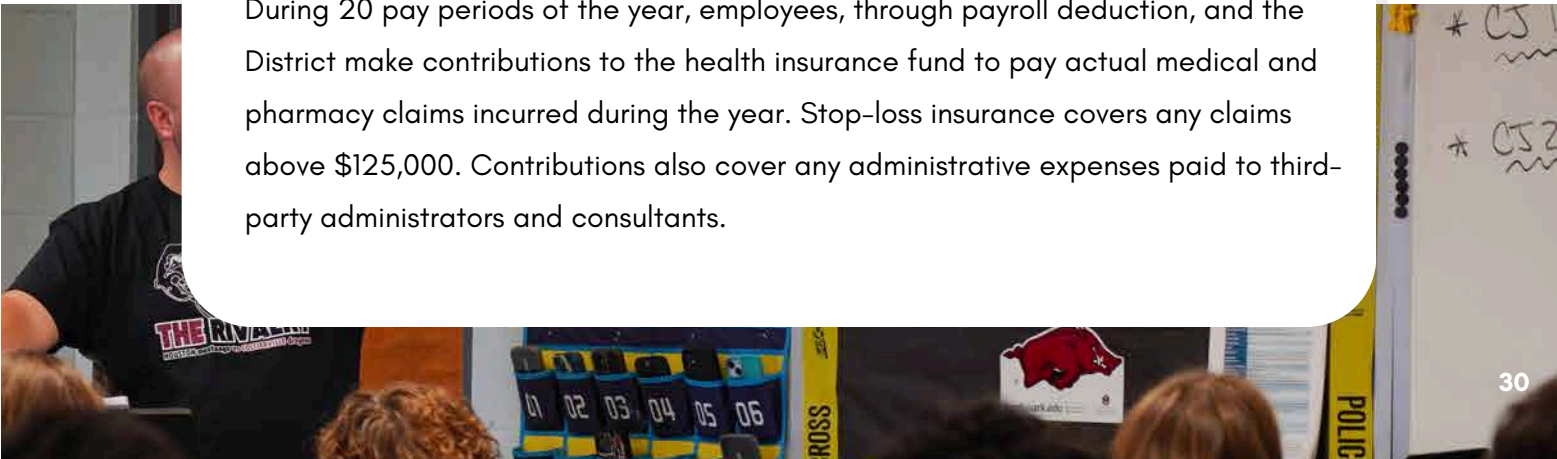
HEALTH INSURANCE



\$10,214,060

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 2027 <u>Budget</u>	FY 2026 <u>Budget</u>	FY 2025 <u>Actual</u>
42000	Employee Contributions	2,313,376	2,203,215	2,092,238
42100	Employer Contributions	7,100,684	4,675,360	5,259,356
42500	COBRA payments	-	-	-
42900	Other Income	800,000	100,000	75,919
44110	Interest income	-	-	-
	Reserves	-	1,200,000	-
TOTAL HEALTH INSURANCE FUND REVENUES:		10,214,060	8,178,575	7,427,513

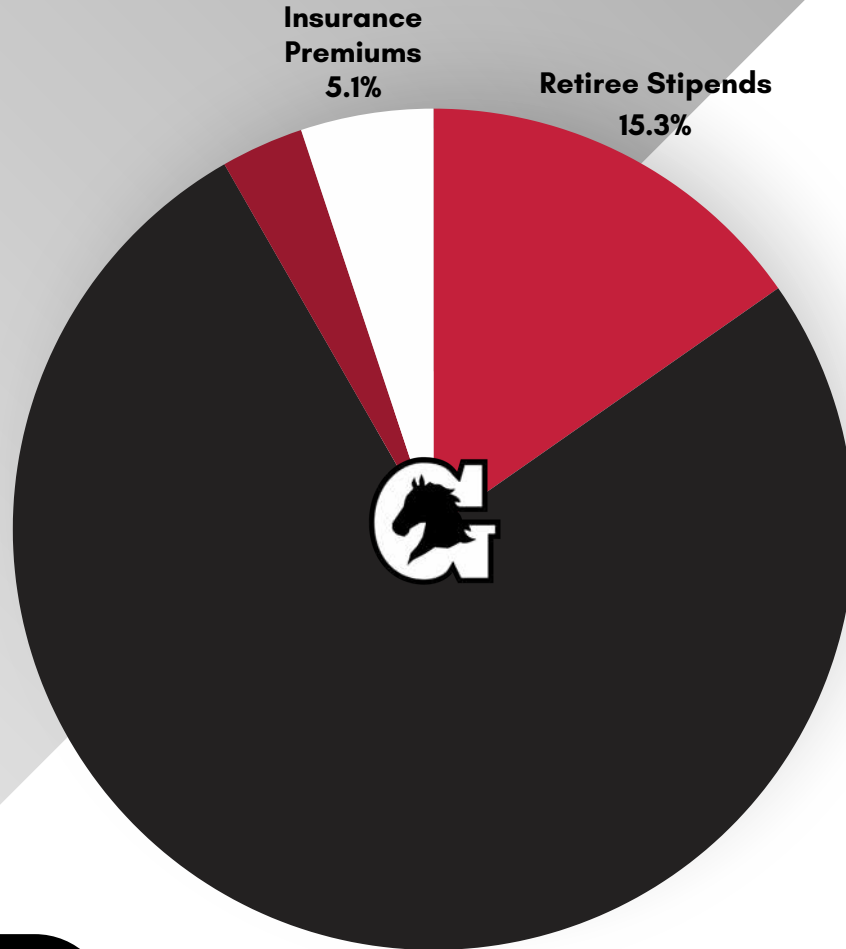
EXPENDITURES

<u>Acct</u>	<u>Description</u>	FY 2027 <u>Budget</u>	FY 2026 <u>Budget</u>	FY 2025 <u>Actual</u>
280	Medical Claims Incurred	8,212,060	6,226,575	6,532,797
281	Stop-Loss Premiums	1,150,000	1,100,000	975,994
282	Administrative Expenses	312,000	312,000	289,064
399	Contracted Services - Health Clinic	540,000	540,000	425,707
TOTAL HEALTH INSURANCE FUND EXPENDITURES:		10,214,060	8,178,575	8,223,562

CHANGE IN HEALTH INSURANCE FUND BALANCE:	0	0	-796,049
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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



\$735,000

**Retiree
Medical
Claims
76.4%**

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 2027 Budget</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Actual</u>
42100	Employer Contributions	547,000	547,000	544,476
42200	Retiree Contributions	96,000	96,000	100,000
44110	Investment Income	75,000	75,000	157,619
44111	Unrealized and Realized Gain/Loss on Investment	250,000	318,000	574,999
	TOTAL OPEB TRUST FUND REVENUES:	968,000	1,036,000	1,377,094

EXPENDITURES

<u>Acct</u>	<u>Description</u>	<u>FY 2027 Budget</u>	<u>FY 2026 Budget</u>	<u>FY 2025 Actual</u>
280	Retiree Stipends	150,000	120,000	134,850
281	Retiree Medical Claims	525,000	600,000	384,041
282	Administrative Expenses	20,000	25,000	16,250
283	Health and Life Insurance Premiums	40,000	40,000	38,487
	TOTAL OPEB TRUST FUND EXPENDITURES:	735,000	785,000	573,988
	CHANGE IN OPEB TRUST FUND BALANCE:	233,000	443,000	803,106

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.

All proposals must be received and time stamped at Germantown Municipal School District, Purchasing - Attn: Marvis Davis, 3350 S. Forest Hill Irene Road 38138, prior to stated deadline date and time. Bids 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 bid must be clearly marked on the face of sealed envelope.

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

BID #FY2026-2027

Campbell Clinic Orthopaedics Company Name
1400 S. Germantown Rd Address
Germantown, TN 38138 City, State, Zip

RFP Due

Date: April 23, 2026

Time: 2:00 PM

Nature of Bid:

FY2026-2027 GMSD Sports Medicine Services

**Germantown Municipal School
District Purchasing - Attn:
Marvis Davis
3350 S. Forest Hill Irene Rd.
Germantown, TN 38138**



Germantown Municipal School District Request for Proposals

Sports Medicine Services for Houston High School
Germantown Municipal School District
RFP # GMSD-FY2026-002

ADDENDUM #1

PROPOSALS DUE: 2:00 p.m. CST, April 23, 2026. **LOCATION:** Germantown Municipal School District Administrative Offices, 3350 South Forest Hill Irene Road, Germantown, TN 38138

NUMBER OF documents OF ADDENDUM #1: three (3) documents, including this Addendum Acknowledgement Form.

All signed Addenda must be acknowledged and included with your response to GMSD RFP # FY2026-002 Sports Medicine Services for Houston High School-Germantown Municipal School District. Failure to sign, acknowledge and include all Addenda will result in your proposal being disqualified and rejected.

Names and signatures below certify that you acknowledge, understand, and agree to all information in Addendum #1- RFP # GMSD-FY2026-002.

Daniel Shumate
Authorized Representative (Print)

[Signature]
Signature

4/21/2026
Date

TO ALL PROPOSERS:

The original specifications prepared by GMSD for this request for proposals, are hereby amended as noted in this Addendum No. One.

General Terms and Conditions Questions:

1. A.1: Company Organization Chart/Management Structure - can you provide additional context into the details you would like us to list under this section?

Response: Please provide an overview of your organization that includes key leadership personnel, reporting structure, and individuals who would be directly involved in servicing GMSD. This should include titles, roles, and responsibilities to give us a clear understanding of operational oversight and day-to-day management.

2. Y: Is normal wear and tear of equipment such as Normatec included in this category?

Response: Yes, normal wear and tear of equipment such as Normatec units would fall under this category.

Scope of Services Questions:

3. 1.2: Perform additional responsibilities. These duties may include equipment maintenance and reconditioning, drug testing, etc. Can you provide additional context on the intended scope of this requirement?

Response: This section is intended to provide flexibility based on the provider's capabilities. Responsibilities may include, but are not limited to:

- Basic equipment maintenance and upkeep
- Reconditioning and recovery services
- Assistance with injury prevention protocols
- Support with drug testing coordination if applicable

We understand that not all providers will offer the same services, so please outline what your organization can reasonably provide within this scope.

Financial Provisions Questions:

4. 3.5: Respondent agrees to pay \$5,500 per year for field maintenance and other expenses related to the GMSD athletic program. Can you provide additional details regarding what this money will be used towards?

Response: The annual contribution of \$5,500 will be used to support overall athletic program needs, including but not limited to:

- Field and facility maintenance/ Advertising- Sponsorship

- Equipment upkeep and improvements
- General athletic department operational support

5. What is the time frame of when a decision will be made on the selection of the bid winner?

Response: GMSD administration intends to bring a recommendation of a winning/successful proposer to the school board at the May school board meeting. May/June would be time for start up, planning, and mobilization, with the winning proposer fully beginning July 1, 2026.

END OF ADDENDUM NO.
ONE



GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
Excellence. Always.

REQUEST FOR PROPOSAL GMSD #FY2026-
002

Sports Medicine Services
For
Houston High School

Proposals Due on April 23, 2026, no later than 2PM
CST

Proposals will be accepted on this date
at the
GERMANTOWN MUNICIPAL SCHOOLS DISTRICT OFFICES
3350 S. Forest Hill Irene Road, Germantown, TN 38138

NOTICE TO PROPOSERS REQUEST FOR PROPOSAL FY2026-2027 GMSD Sports Medicine Services

Tuesday, March 24, 2026

Germantown Municipal School District is soliciting this Request for Proposal (RFP) for Sports Medicine Services. General Terms and Conditions, Scope of Services, General Specifications and Specifications for this RFP are contained on the following pages.

All proposals must be received by Germantown Municipal School District - Purchasing, Attn: Marvis Davis Germantown Municipal School District, 3350 S. Forest Hill Irene Rd. 38138, by 2:00 PM, Central Time, Thursday April 23, 2026, prior to the RFP deadline date and time. 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. Proposals will not be accepted via any form of electronic media.

Questions regarding RFP specifications should be directed to Marvis Davis, District Athletic Director, Germantown Municipal School District, at Marvis.davis@gmsdk12.org, no later than 4:00 PM on Thursday, April 10, 2026. Purchasing questions should be directed to Josh Cathey, Purchasing, josh.cathey@gmsdk12.org, no later than 4:00 PM on Thursday, April 10, 2026. **All questions must be submitted by email. Responses to questions will be published by way of addenda on the District website under Bids and RFP Opportunities.**

Germantown Municipal School District reserves the right to reject any or all Proposals, waive defects or informalities in Proposals the bid award shall be made to the Proposer that is determined, in the sole discretion of GMSD, to have the proposal that best serves the interest of Germantown Municipal School District.

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 Germantown Municipal School District, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against 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 Proposal. Proposer further agrees to indemnify, protect, defend and hold harmless 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 Proposal and/or providing or failing to provide the goods related to this Proposal.

Proposer also certifies that he/she/it does not discriminate against any employee or qualified 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 and state laws.

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

July 6th, 2026

Campbell Clinic Orthopaedics Terms: _____ Delivery: Days A.R.O _____
Company Name
1400 S. Germantown Rd (901) 759-3100 Fax (901) 759-3195
Address Phone Fax
Germantown, TN 38138 ioliar@campbellclinic.com
City State Zip Email address

Name and signature below certify that you understand and agree to the requirements above as well as all the information contained in this Request for Proposal.

Daniel Skumate  4/21/2026
Authorized Representative (Print) Signature Date

GENERAL TERMS AND CONDITIONS

A. Proposals should provide a straightforward and concise presentation, adequate to satisfy the requirements of the Request for Proposal (RFP). Emphasis should be on completeness, clarity of contents and responsiveness to the RFP. Proposals should be structured to respond to the RFP specifications. Format of Request for Proposal response should be as follows:

1. Company Organization Chart/Management Structure and Personnel Qualifications (include experience in k-12 school environment and qualifications of staff.
2. Staffing Recommendations for Project.
3. Fee Schedule
4. References (Minimum of 3)
5. Other information as specified or included for consideration
6. Completed and Signed Request for Proposal Cover Sheet
7. Completed and Signed Certificate of Non-Discrimination Form
8. Completed and Signed Request for Proposal Agreement
9. Completed and Notarized Hold Harmless Agreement
10. Completed Request for Pricing Sheet

B. Estimated Project Timing:

- RFP Posted/Emailed March 24, 2026
- Deadline for Questions April 10, 2026, by 4:00 PM CST • Response to Questions will be posted in the form of an addendum. **Proposers are responsible for checking the website for addenda.**
- RFP Responses Due April 23, 2026, 2:00 PM CST
- Implementation Begins July 1, 2026

C. Evaluation of the proposals will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to Germantown Municipal School District, considering technical factors and other factors set forth herein.

The proposals will be evaluated, and a vendor selected using the following criteria and rubric below:

- A. Approach to satisfying requirements
- B. Vendor's experience and capabilities
- C. Fiscal Integrity/Financial Stability

Major Weights

Qualifications & Experience 15%
Quality Assurance / Customer Service 15%
Project Plan, including staffing 30%
Cost 30%
References 10%
Total 100%

D. Initial Contract will run from July 1, 2026, through June 30, 2028, with the option to extend additional consecutive one (1) year periods at a price agreed upon by the parties. Contract pricing for the additional three (3) consecutive years following the first (2-year term) of the contract may not exceed the previous year's Consumer Price Index or 5% of the original bid price, whichever is the lesser.

E. Proposer to submit four (4) complete hardcopy sets (original and three (3) copies) and three (3) soft copies on USB Memory Key. Responses shall be delivered in a sealed envelope and/or carton clearly marked, "RFP #FY 2026-2027 – GMSD Sports Medicine Services". All price quotations and related materials must be received in a sealed envelope and/or carton. Time, date and nature of RFP must be clearly marked on face of sealed envelope or a carton. Attach label from last page of this document to outside of your RFP response.

F. **All proposals must be received by Germantown Municipal School District - Purchasing, Attn: Marvis Davis, Germantown Municipal School District, 3350 S. Forest Hill Irene Rd. 38138, by 2:00 PM, Central Time, Thursday, April 23, 2026, prior to the aforementioned RFP deadline date and time. 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. Proposals will not be accepted via any form of electronic media.**

G. Questions regarding RFP specifications should be directed to Marvis Davis, District Director of Athletics, Germantown Municipal School District, Marvis.Davis@gmsdk12.org, no later than 4:00 PM on, April 10, 2025. Purchasing questions should be directed to Josh Cathey, Purchasing, josh.cathey@gmsdk12.org, no later than 4:00 PM on April 10, 2026, **all questions must be submitted by email.**

H. Any and/all revisions made to the notice to Proposers made prior to the bid deadline will be posted on the Germantown Municipal School District website, <https://www.gmsdk12.org/departments/finance/bidrfp-opportunities> and will be the responsibility of the Proposer to check for any and/all revisions.

I. Sports Medicine Services will be provided for Houston High School for this Request for Proposal.

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

- K. The General Terms and Conditions, Scope of Services, General Specifications and Cleaning Specifications 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, Scope of Services, General Specifications and Cleaning Specifications and not take advantage of any unintentional RFP error or omission on the part of Germantown Municipal School District. Germantown Municipal School District reserves the right to make final determination as to the intent of this RFP.
- L. Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the Proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and therefore disqualified.
- M. It is agreed and understood that state laws shall govern any contract and/or order placed because of this RFP. The rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Tennessee.
- N. During the contract period, no change will be permitted in any of its terms or conditions unless the Proposer receives written approval from Germantown Municipal School District.
- O. 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(d) to ensure that all your employees or subcontractor's employees who have direct contact with students or to the 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:
1. 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.
 2. Successfully passed the criminal history records check. If the criminal history records check indicates that the employee or subcontractor's employees 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 or subcontractor's employees may not enter the grounds of the School District or have direct contact with students of the School District or to children in the School District's child care program.

The successful Proposer also agrees that if one of your employees or subcontractor's 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 or subcontractor's employee, said employee or subcontractor's employee will notify you of the offense and you will subsequently not permit that employee or subcontractor's 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. § 40-39-202(17) will be deemed to be a material breach of this and all contracts with Germantown Municipal School District which could subject you to breach of contract damages and/or termination of this and all contracts with Germantown Municipal School District.

- P. The successful Proposer agrees that they will function as an independent contractor. It is understood that the Proposer, if awarded an order or contract, shall indemnify, protect and hold harmless Germantown Municipal School District, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against 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 this RFP. Proposer further agrees to indemnify, protect, defend and hold harmless 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 RFP and/or providing or failing to provide the goods related to this RFP.
- Q. Upon award of the bid, the bid award letter, this RFP and the Proposer's response shall serve as the contract between the parties. In the event that there is a conflict between the bid award letter, the RFP and the RFP Response, the controlling order shall be the bid award letter, the RFP and the RFP response.

R. Germantown Municipal School District reserves the right to request any additional information deemed necessary in the evaluation of this RFP.

S. The successful Proposer must carry insurance as specified below and a Certificate of Insurance must be submitted within five (5) business days from the date of bid award. Insurance shall be provided by a company licensed to write insurance policies in the State of Tennessee and acceptable to Germantown Municipal School District. All such insurance shall be in form and substance satisfactory to Germantown Municipal School District and shall provide that it will not be subject to cancellation or non-renewal except after thirty (30) days prior written notice to Germantown Municipal School District.

Commercial General Liability	Each Occurrence	\$1,000,000
	Damages to Rented Premises	\$100,000
	Medical Expenses	\$5000
	Personal and ADV Injury	\$1,000,000
	General Aggregate	\$3,000,000
	Products - Comp/OP AGG	Included
	Employee Benefits	\$1,000,000
Auto Liability	Combined Single Limit	\$1,000,000
	Medical Payments	\$5,000
Workers Compensation and Employers' Liability	Each Accident	\$500,000
	Disease - Each Employee	\$500,000
	Disease - Policy Limit	\$500,000
Umbrella Liability	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000
Professional Liability	Aggregate	\$3,000,000
	Occurrence	\$1,000,000
Employee Dishonesty		\$500,000 limit

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

- T. Germantown Municipal School District shall be supplied satisfactory proof of coverage of the above required insurance. If proof of coverage in the amount set forth above is not received within five (5) business days after the award of contract is received, Germantown Municipal School District may award the contract to another Proposer.
- U. Companies submitting RFPs must, if deemed necessary, be willing to meet with Germantown Municipal School District at the Proposer's expense, to discuss their proposal. Germantown Municipal School District shall not bear any costs or obligation with regard to the preparation of the proposal.
- V. If at any time Germantown Municipal School District is/are dissatisfied with the quality of service provided by the successful proposer, a written notice of the specific problem(s) will be furnished to the successful Proposer by letter or email. If the problem is not corrected to the satisfaction of Germantown Municipal School District within 30 days of the written notice, this and all contracts with the successful Proposer may be unilaterally terminated by Germantown Municipal School District with no further obligation on the part of Germantown Municipal School District. This and all other existing contracts if any with the successful Proposer may be terminated if two (2) or more notices of dissatisfaction are sent to the successful

proposer within any twelve (12) month period. The Proposer understands that it may be removed from bid consideration by Germantown Municipal School District of all future bids, should Germantown Municipal School District deem any product or service provided by the successful Proposer to be deficient.

- W. Germantown Municipal School District reserves the right to reject any or all responses, waive defects or informalities in responses and to make awards as deemed to be in its best interest. The bid award shall be made to the Proposer that is determined in the sole discretion of GMSD, to have presented the proposal that best serves the interest of Germantown Municipal School District. Contracts may be awarded to one or multiple firms; however, no Proposer may subcontract their responsibilities provided herein.
- X. During the term of the contract, as deemed necessary, Germantown Municipal School District reserves the right to seek competitive pricing for bid items in the pre-proposer's bid proposal.
- Y. All equipment and/or property of Germantown Municipal School District that is damaged during the servicing of this contract shall be repaired and/or replaced by the successful Proposer at no cost to Germantown Municipal School District within five (5) business days after notification of damage from Germantown Municipal School District. Germantown Municipal School District reserves the right to withhold any payments, until the repair is made, and the final work is accepted by Germantown Municipal School District.
- Z. 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.
- AA. The successful Proposer agrees that Germantown Municipal School District may extend the terms, conditions and prices of this contract to other Institutions (such as State, Local and/or Public Agencies and/or School Districts) who express an interest in participating in any contract that results from the RFP. Each of the said institutions must issue their own purchasing documents for purchasing the goods/services that are piggybacked on the contract between the successful Proposer and Germantown Municipal School District. Proposer agrees that Germantown Municipal School District shall bear no responsibility or liability for any agreements between the Proposer and other Institution(s) who desire to exercise this option.
- BB. The successful Proposer and its employees will be expected to adhere to all applicable School Districts' policies and procedures.
- CC. Prices quoted shall be guaranteed for a minimum of one (1) year from the date of the award and may not be modified between the time of proposal and time the RFP is awarded.
- DD. Germantown Municipal School District has the right at their discretion to terminate or renegotiate this Agreement due to the occurrence of any event or action beyond its control. After such termination of this Contract, the customer shall have no continuing obligation under the terms of this Contract.
- EE. Germantown Municipal School District encourages qualified minority and/or women-owned businesses to submit bids. Germantown Municipal School District awards bids without regard to race, age, color, national origin, religion, gender, sexual orientation, veteran status, sex, disability, genetic information, or any other classification protected by federal or state laws.
- FF. In accordance with the Iran Divestment Act: **"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 Germantown Municipal School District.
- GG. Force Majeure: GMSD shall not be required to pay the successful Proposer for the period during which Germantown Municipal School District or facilities are closed due to an act of God, civil disobedience, fire, inclement weather, riot, war, picketing, strike, governmental action, lack of funding, infectious disease control purposes, infectious disease outbreak, or any conditions or cause beyond GMSD's control unless GMSD requires the services of the successful Proposer to perform services during said closures.

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between Campbell Clinic Name of Contractor (hereinafter Contractor), and Germantown Municipal School District Board of Education (GMSD). Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from GMSD, "Contractor" agrees to hold harmless and fully indemnify, protect, and defend, GMSD, its Board Members, agents, officers, and employees from every judgment, claim, demand, suit, or action of every nature and description which may be made by reason of any injury to person or damage to property caused by, in whole or in part, or arising out of or related to, any act, omission, or default of "Contractor" or of any of its employees, agents, assigns, or invitees, in connection with "Contractor's" provision of goods or services to GMSD.

(Name of Contractor) Campbell Clinic BY:
Daniel Shumate
TITLE: CEO

State of Tennessee

County of Shelby

Daniel Shumate personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of Campbell Clinic.

[Signature]
Signature

Witness by hand and Notary seal at office this 21 day of April, year of 2026.
Patti L Thompson

Notary Public

My Commission Expires: April 1, 2028

Obtain Notary signature and return document



CERTIFICATE OF NON-DISCRIMINATION

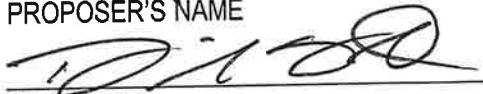
By submission of this Request for Proposal, the Proposer (NAME OF FIRM)

Campbell Clinic, P.C.

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.

Campbell Clinic, P.C.

PROPOSER'S NAME



SIGNATURE

4/23/2026

DATE

Daniel Shumate

Printed or Typed Name of Individual Signing for the Proposer

REQUEST FOR PROPOSAL AGREEMENT

In compliance with the Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this Request for Proposal be accepted, to furnish any or all services upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded this contract, to protect, defend and hold harmless Germantown Municipal School District, their Board Members, agents, and employees from any suits or demands for payment that may be brought against it for the use of any product or article that becomes a part of this contract, and further agrees to indemnify and hold harmless Germantown Municipal School District, their Board Members, agents, and employees from any suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties, or his servants or agents in the course of fulfilling the terms of this contract.

Campbell Clinic Orthopaedics
Name of Firm

1400 S. Germantown Rd.

Address
Germantown, TN 38138

City State Zip

Daniel Shumate 

Authorized Representative Signature

by July 6th 2026

Terms

(901) 759-3100 Fax (901) 759-3195

Phone Fax Number

idollar@campbellclinic.com

E-Mail Address

April 21, 2026

Date

SCOPE OF SERVICES:

This is a full-service contract for Sports Medicine Services. Successful Proposer(s) will be required to furnish all services as outlined in the proposal.

Initial Contract will run from July 1, 2026, through June 30, 2028, with the option to extend additional consecutive one (1) year periods at a price agreed upon by the parties. Contract pricing for the additional three (3) consecutive years following the first (2-year term) of the contract may not exceed the previous year's Consumer Price Index or 5% of the original bid price, whichever is the lesser.

GENERAL SPECIFICATIONS:

1.1 The Respondent agrees to plan, organize, coordinate, and supervise the sports medicine program for all high school sports at GMSD.

1.2 The Respondent will provide two (2) full-time (not to exceed an average of 80 hours per week calculated over a twelve (12) month term) NATA-certified and Tennessee state-licensed athletic trainers (ATC/L). The ATC/L will:

- Be considered an independent contractor, not an agent or employee of GMSD.
- Operate an on-campus training room each school day, with the hours of operation decided by the GMSD Principal, Athletic Director, and the ATC/L, excluding in-service days, holidays, and other times when school is out of session.
- Provide services regarding injury prevention, emergency treatment, and sports injury rehabilitation.
- Serve as a liaison between the athlete, parent, coach, and team physician in matters relative to the prevention, care, and management of athletic injuries.
- Supervise and maintain the athletic training room.
- Coordinate the purchase of supplies and maintain inventory records of those supplies in coordination with the Athletic Director. Funds for these supplies will come from the GMSD Athletic budget.
- Maintain medical records on all athletes, including, but not limited to, injury evaluation, daily injury treatment, physician referral, and Respondent's medical records. Upon request, submit injury summary reports by sport at the end of each sports season.
- Provide appropriate procedures for the prevention, evaluation, and treatment of injury under the direction of a team physician or their designee.
- Coordinate and provide appropriate rehabilitation and follow-up of all injuries under the direction of a team physician or their designee.
- Supervise and educate student trainer staff and other school-approved volunteers involved in sports medicine activities in accordance with GMSD policy.
- Provide coverage for athletic events using the level of risk to choose between conflicting events. This will be left up to the discretion of the Athletic Trainer, Athletic Director, and coaching staff.
- Accompany selected high-risk sports teams to away games as designated by the Athletic Director. GMSD shall be responsible for the provision of transportation and accommodations equal to that of the most senior school coach in attendance at such game. The Respondent shall be responsible for reimbursing the ATC/L, as appropriate, for the expense of any meals.
- Coordinate physicals for student-athletes participating in school-related organized sports.
- In conjunction with the Athletic Director and coaching staff, establish emergency plans for each sport, practice, and game site. These will be consistent with and supplemental to any GMSD emergency plans, policies, and procedures.
- Perform additional responsibilities as may be necessary in carrying out the above-described duties. These duties may include equipment maintenance and reconditioning, drug testing, etc.

1.3 The Respondent will provide and maintain professional liability insurance on the ATC/L in an amount of not less than \$1,000,000.00 for each occurrence and \$3,000,000.00 aggregate as well as workers' compensation coverage on the ATC/L.

1.4 GMSD understands that Respondent athletic trainers are not equipped to provide emergency services to student-athletes. In the event of an emergency, it will be necessary to call 911 for emergency assistance. If present, Respondent athletic trainers will provide basic first aid assistance to the student-athlete until the ambulance arrives.

2.0 – GMSD RESPONSIBILITY

2.1 GMSD agrees that it will not hire, either directly or indirectly, the athletic trainer(s) assigned to GMSD pursuant to this Agreement for the purpose of performing the same or similar services as athletic trainers will be performing pursuant to this Agreement during the term of this Agreement and, unless Respondent does not renew this Agreement, for a period of one year following the termination of this Agreement.

2.2 GMSD agrees to obtain all necessary and required consents and permissions prior to Respondent's provision of services hereunder in a form as approved by Respondent.

3.0 – FINANCIAL PROVISIONS

3.2 GMSD will allow the Respondent to run one (1) full-page ad free of charge in each school sports program, if applicable.

3.3 GMSD will allow the Respondent to hang one (1) banner at each home sporting event free of charge. The banner will be supplied by the Respondent, and GMSD will use its best efforts to maximize the visibility of the banner to home seating.

3.4 GMSD will reference the Respondent as providing athletic trainers in announcements at home games and provide recognition during the public broadcast of such sporting activities.

3.5 Respondent agrees to pay GMSD \$5,500 per year for field maintenance and other expenses related to the GMSD athletic program.

4.0 COMMENCEMENT AND TERMINATION

4.1 The effective date of this Agreement shall be July 1, 2026, and the Agreement shall terminate on June 30, 2028.

4.2 Either party shall have the right to terminate this agreement upon sixty (60) days written notice if the other party is in breach of this Agreement, provided the terminating party states the specific reason for termination and the other party is not able to rectify the breach within thirty (30) days of the notice.

5.0 – MISCELLANEOUS

5.1 GMSD is not required or permitted to refer or influence the referral of patients to Respondent, nor is the agreement intended to influence business for Respondent.

5.2 Both GMSD and Respondent agree to comply with all relevant laws, including FERPA and HIPAA, to protect the confidentiality and security of student medical records and information.

6.0 GMSD agrees to pay Respondent the sum of over the course of twelve (12) months as compensation for the above program. Payments shall be made as follows:

- Payment due in full on or before August 1, 2026.

The dollar amount indicated below shall serve as the contract amount for this contract.

\$ 35,000 .00

Please indicate the total dollar amount in writing below:

Thirty Five Thousand Dollars

As the representative of the Proposer, I represent by my signature below that the Company I represent agrees to all terms contained in RFP #FY2026-2027 and the pricing quoted above.

Campbell Clinic, P.C.
COMPANY NAME

Daniel Skumate
AUTHORIZED REPRESENTATIVE
(PRINT)


AUTHORIZED REPRESENTATIVE
(SIGNATURE)

4/21/2026
DATE



TREAT YOUR TEAM LIKE ———— A CHAMPION ————

Keep your athletes healthy and take their game to the next level with the most comprehensive sports medicine and performance program in the region.





Mr. Jason Manuel / Mrs. Hallie Ross / Mr. Marvis Davis
Houston High School
9755 Wolf River Blvd

Dear Mr. Manuel / Mrs. Hallie Ross / Mr. Marvis Davis,

On behalf of our entire staff, I want to thank you for the opportunity to offer our services to your school. We have had the pleasure of serving athletic organizations across the Mid-South, and we are honored to share how we can help your athletes stay healthy while improving their performance.

There have been so many exciting developments and advancements on our Germantown campus recently, and we are excited for you to see what we have to offer. We believe in your mission and are committed to helping further it as we move forward.

Our initial proposal for services is attached, along with supporting documents. If you have any questions, you are always welcome to contact me or anyone on my team at any time.

We look forward to taking care of the Mustang family!

Regards,

A handwritten signature in black ink that reads 'Frederick M. Azar'.

Frederick M. Azar, M.D.

CC: Daniel Shumate, CEO
John Crockarell, MD, Chief of Staff
Tim Duffy, CFO
Drew Graham, Manager of Accel Performance and Wellness
Michael Williams, Director of Physical Therapy and Rehabilitation
Thaddeus Avery, ATC, Sports Medicine Manager
Irina Ollar, Director of Marketing and Public Relations

A Tradition of Excellence in Sports Medicine



Founded in 1909, **Campbell Clinic** has enjoyed long-standing partnerships with local high school, collegiate and professional sports institutions for decades.

During that time, our physicians, physical therapists and athletic trainers have established relationships built on trust and responsiveness. Area coaches, administrators, parents and student-athletes count on our team to take their team to the next level.

We would be honored to have the opportunity to build upon our relationship with Houston High School as your **Official Sports Medicine Provider**. We can provide incredible value for your athletes by creating a comprehensive program that meets your specific needs.

Our practice is recognized as the leader in sports medicine in the region. We are known worldwide for our expertise and contributions to the field of orthopaedics — our team literally wrote the definitive book on orthopaedic medicine. We have been named the top sports medicine clinic in the Mid-South by

The Commercial Appeal 15 years in a row, and *Memphis* magazine recently recognized us as “The Face of Sports Medicine in Memphis.”



Our organization employs over 1200 individuals and over 95 providers, with annual revenues of more than \$180 million. CVs for our chief of staff, primary care sports medicine physician, director of physical therapy and rehabilitation, sports medicine manager, manager of sports performance, and manager of sports performance are available upon request.

The following pages contain an overview of just a few of the many unique services we offer to our sports medicine partners.

The following 14 schools choose Campbell Clinic for their sports medicine coverage:

- Christian Brothers High School
- St. Mary's Episcopal School
- Horn Lake High School
- St. Benedict at Auburndale High School
- Bartlett High School
- Briarcrest Christian School
- Tipton Rosemark Academy
- First Assembly Christian School
- Center Hill High School
- Southaven High School
- Evangelical Christian School
- Hutchison
- St. George
- Germantown High School

Campbell Clinic also serves as the Official Sports Medicine Provider for the following area professional and collegiate athletic programs and brands:



ballet
memphis | REACH FURTHER



Concussion Assessment Program

Campbell Clinic is proud to offer the only formalized concussion assessment, evaluation and recovery services for our student athletes in the Mid-South. Our physicians are certified to properly assess and treat these very serious injuries, and we are currently the only sports medicine clinic in the region that provides comprehensive concussion testing and evaluation by a team of trained orthopaedic physicians.

With specially trained doctors available at our Germantown and Southaven locations, help is only a few minutes away when your athletes suffer head injuries and enter concussion protocol. When these injuries occur, timing is critical, and it is important to have immediate resources available for your sports medicine team to develop an action plan.



Performance and Wellness Program

Campbell Clinic launched a comprehensive sports performance program designed to assess functional movement of athletes and identify areas that are weak and most susceptible to injury. This program combines injury prevention with strength, speed and agility training to help athletes maximize their performance on the court or field while minimizing time spent in the training room. Led by former NBA Athletic Trainer of the Year, Drew Graham.



Accel Performance and Wellness offers athletes across the Mid-South the opportunity to increase performance through healthy movement. This private sports performance facility features state-of-the-art training equipment, indoor/outdoor turf fields, hydrotherapy pools and recovery modules unavailable anywhere else in the region. Our team of performance coaches uses these resources to create personalized training plans that help athletes improve mobility, flexibility, stability, and their strength while helping them avoid injury.



Modern Facilities

Our newly opened, 120,000-sq. ft., \$45 million outpatient facility includes clinic and surgery suites to enable athletes to train, heal and recover all under one roof. The surgery center has private viewing suites for parents or coaches to observe surgery in real-time. Campbell Clinic also operates an existing outpatient facility on its Germantown campus, along with clinics in Southaven, Collierville, Mid-Town, East Memphis, Arlington, Olive Branch, Millington, and Oxford.





Immediate Access through Technology

All Campbell Clinic athletic trainers are equipped with on-field technology that enables them to access a patient's medical record in real time. This technology also allows us to schedule a preferred access appointment on site, communicate with our network of staff physicians, and provide patient education information before an athlete leaves campus.



Same-Day Walk-In Appointments for Students, Faculty and Family; Evening and Weekend Hours

Your time is valuable, and we want to provide the most efficient scheduling process available in the market. We gladly accept you on a walk-in basis at all our clinic locations. We also operate the region's most comprehensive After-Hours orthopaedic program, open evenings and Saturday mornings, in Germantown and Southaven—and we've expanded our coverage to provide regularly scheduled evening appointments for added convenience if you can't make it to a clinic during the day. You can also **Book Online** and we offer **Telehealth** Appointments!



Access to the Top Sports Medicine Physicians in the Country



Dr. Frederick Azar



Dr. Nahum Beard



Dr. Joshua Brandon



Dr. Houston Dove



Dr. Austin Hardaway



Dr. John Hyden



Dr. Matt Gilbert



Dr. Mariam Mansour



Dr. Henry Sherman



Dr. Anthony Mascioli




Dr. Wesley Owen



Dr. David Spence



Dr. Kristina Quiroigico



Two -Year Partnership

Cost Proposal / Fee Structure

Campbell Clinic proposes the following financial terms for remuneration of athletic trainer services:

- We recommend two (2) dedicated, full-time athletic trainers at the school working a combined 80 total hours per week - \$35,000 for twelve months

Total per year cost - \$35,000

Optional Add On Items:

- Additional 3rd ATC for 20 hours per week of service - \$10,000
- Strength coach for 20 hours per week at the school - \$15,000

Campbell Clinic Contribution

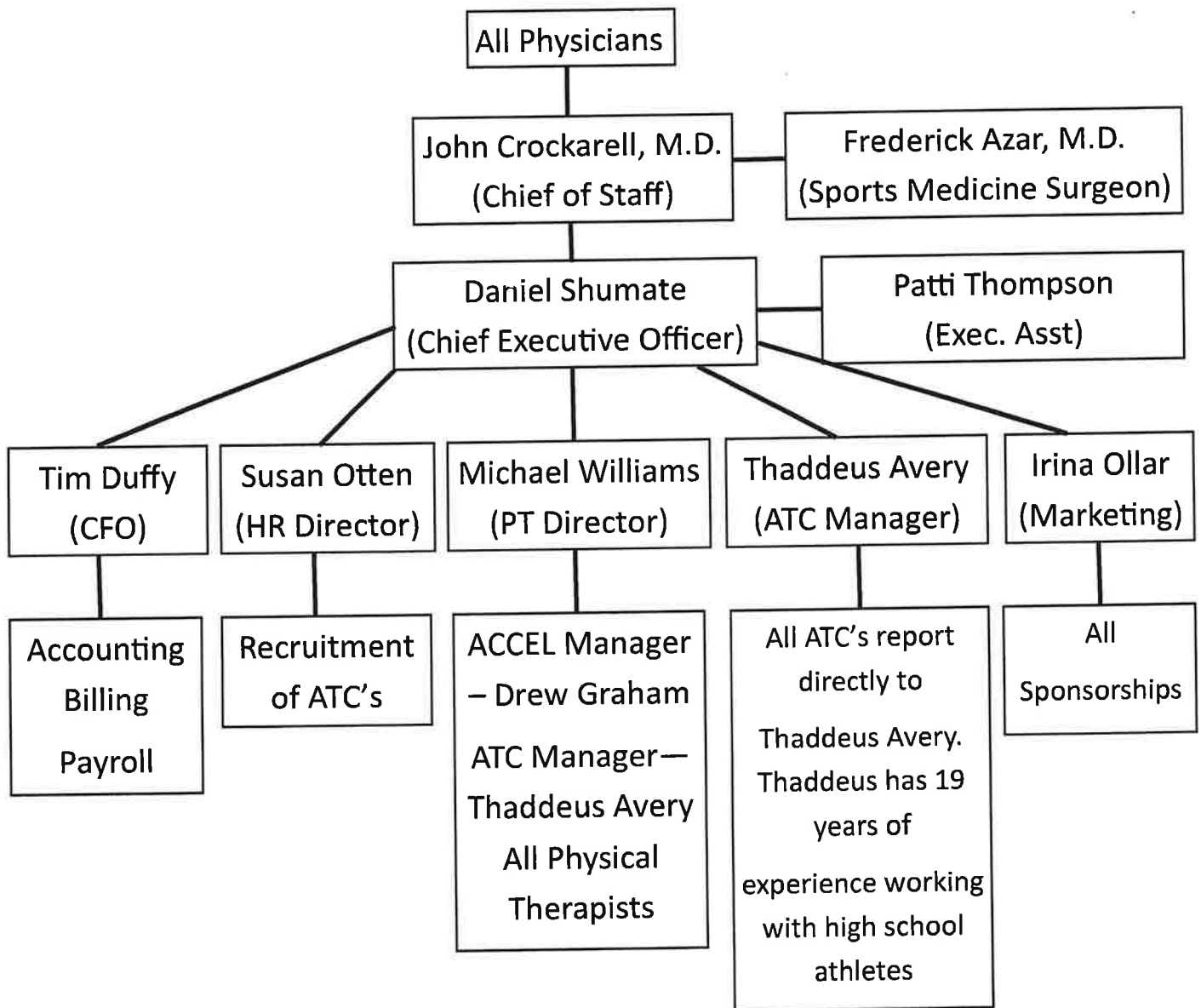
- Our staff will work with your coaches to provide complimentary pre-participation athletic physicals.
- Annual allocation of non-capital supplies for athletic training room such as taping supplies, first aid items, etc. - **\$7,500**
- Annual Marketing Stipend for Branded Assets - **\$30,000**
- Field Maintenance and other expenses related to athletic program - **\$5,500**
- On-Site Physician Training Room Hours - Complimentary
 - The assigned team physician will provide personalized service to your student athletes by visiting the training room and evaluating injuries as needed.

Total Campbell Clinic Contribution Per Year: \$43,000



Campbell ClinicTM
ORTHOPAEDICS

Organizational Chart—School Partners





References

Bartlett High School:

- Jim Steinbrecher, High School Athletic Director
- jsteinbrecher@bartlettschools.org

Briarcrest Christian School:

- Matt Saunders, Athletic Director
- mbsaunders@briarcrest.com

Evangelical Christian School:

- Scott Vogel, COO, Athletic Director
- svogel@ecseagles.com

St. Mary's Episcopal School:

- John Bartholomew, Athletic Director
- jbartholomew@stmarysschool.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/2/2026

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 Higginbotham Insurance Agency, Inc. 2670 Union Ave. Ext. Suite 100 Memphis TN 38112	CONTACT NAME: Patty Jameson PHONE (A/C No, Ext): 901-321-1000 E-MAIL ADDRESS: pjameson@higginbotham.com	FAX (A/C, No): 901-321-1099	
	INSURER(S) AFFORDING COVERAGE		
INSURED Campbell Clinic Holdings, PC 1400 S. Germantown Rd Germantown TN 38138	INSURER A: Midwest Employers Casualty Company		NAIC # 23612
	INSURER B: The Travelers Indemnity Co of America		25666
	INSURER C: The Travelers Indemnity Company		25658
	INSURER D: Travelers Casualty Insurance Company Of America		19046
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1661434899 **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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			P-630-3X635533-TIA-26	2/1/2026	2/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-3X636112-26-43-G	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3X636148-26-43	2/1/2026	2/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> 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	KRM264706216	6/11/2025	6/11/2026	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Named Insureds: Campbell Clinic Arlington MOB LP; Campbell Clinic PC; Campbell Clinic Surgery Center, LLC; Campbell Clinic WR MOB LP; Wolf River Medical Center LTD LP; CC BPCI PLC; Campbell Clinic Collierville MOB, LP; Campbell Clinic Desoto MOB LP

CERTIFICATE HOLDER For Information Only	CANCELLATION 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



**State Volunteer Mutual Insurance Company
Certificate of Professional Liability Insurance**

This Certificate is Issued to:
CAMPBELL CLINIC INC
ATTN DANIEL SHUMATE
1400 S GERMANTOWN ROAD
GERMANTOWN, TN 38138

Name of Insured and Policy Information:
CAMPBELL CLINIC INC
ATTN DANIEL SHUMATE
1400 S GERMANTOWN ROAD
GERMANTOWN, TN 38138

Account Number: **900288**
 Policy Number: **89-2168**
 Retroactive Date: **06/07/1976**
 Policy Period: **06/07/2025 To: 06/07/2026**
 (12:01 A.M. standard time)

The Policy identified above by a policy number is in force on the date of this Certificate of Insurance. Insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all the terms of the policy. This Certificate of Insurance neither affirmatively or negatively amends, extends or alters the coverage afforded under the policy, or binder identified in this document. In the event of cancellation of the policy, SVMIC will make all reasonable effort to send notice of cancellation to the Certificate Holder at the address shown, but the Company assumes no responsibility for any mistake or failure to give such notice.

Coverages	Limits of Liability	
A. Individual Professional Liability	each medical incident N/A	annual aggregate N/A
B. Practice Entity Professional Liability	each medical incident Not less than \$1,000,000	annual aggregate Not less than \$3,000,000
C. Extender Employee Professional Liability	each medical incident Not less than \$1,000,000	annual aggregate Not less than \$3,000,000
D. Office Premises Liability		annual aggregate N/A
E. Office Premises Medical Payments	each person N/A	each accident N/A

The following are covered under Coverage C. Coverage is provided only while working for the named insured.

- 42 Physician Assistant**
- 14 Nurse Practitioner**
- 1 Physician Assistant**

Mutual Interests. Mutually Insured.

5364229-P000000-900288-900288 Authorized Representative: **Hayley Bordes**
 PO Box 1065 Brentwood, TN 37024-1065 Phone 615.377.1999 Toll Free 800.342.2239 Fax 615.843.0347 www.svmic.com



Germantown Municipal School District Request for Proposals

Sports Medicine Services for Houston High School
Germantown Municipal School District
RFP # GMSD-FY2026-002

ADDENDUM #1

PROPOSALS DUE: 2:00 p.m. CST, April 23, 2026. **LOCATION:** Germantown Municipal School District Administrative Offices, 3350 South Forest Hill Irene Road, Germantown, TN 38138

NUMBER OF documents OF ADDENDUM #1: three (3) documents, including this Addendum Acknowledgement Form.

All signed Addenda must be acknowledged and included with your response to GMSD RFP # FY2026-002 Sports Medicine Services for Houston High School-Germantown Municipal School District. Failure to sign, acknowledge and include all Addenda will result in your proposal being disqualified and rejected.

Names and signatures below certify that you acknowledge, understand, and agree to all information in Addendum #1- RFP # GMSD-FY2026-002.

Authorized Representative (Print)

Signature

Date

TO ALL PROPOSERS:

The original specifications prepared by GMSD for this request for proposals, are hereby amended as noted in this Addendum No. One.

General Terms and Conditions Questions:

1. A.1: Company Organization Chart/Management Structure - can you provide additional context into the details you would like us to list under this section?

Response: Please provide an overview of your organization that includes key leadership personnel, reporting structure, and individuals who would be directly involved in servicing GMSD. This should include titles, roles, and responsibilities to give us a clear understanding of operational oversight and day-to-day management.

2. Y: Is normal wear and tear of equipment such as Normatec included in this category?

Response: Yes, normal wear and tear of equipment such as Normatec units would fall under this category.

Scope of Services Questions:

3. 1.2: Perform additional responsibilities. These duties may include equipment maintenance and reconditioning, drug testing, etc. Can you provide additional context on the intended scope of this requirement?

Response: This section is intended to provide flexibility based on the provider's capabilities. Responsibilities may include, but are not limited to:

- **Basic equipment maintenance and upkeep**
- **Reconditioning and recovery services**
- **Assistance with injury prevention protocols**
- **Support with drug testing coordination if applicable**

We understand that not all providers will offer the same services, so please outline what your organization can reasonably provide within this scope.

Financial Provisions Questions:

4. 3.5: Respondent agrees to pay \$5,500 per year for field maintenance and other expenses related to the GMSD athletic program. Can you provide additional details regarding what this money will be used towards?

Response: The annual contribution of \$5,500 will be used to support overall athletic program needs, including but not limited to:

- **Field and facility maintenance/ Advertising- Sponsorship**

- Equipment upkeep and improvements
- General athletic department operational support

5. What is the time frame of when a decision will be made on the selection of the bid winner?

Response: GMSD administration intends to bring a recommendation of a winning/successful proposer to the school board at the May school board meeting. May/June would be time for start up, planning, and mobilization, with the winning proposer fully beginning July 1, 2026.

END OF ADDENDUM NO.
ONE



REQUEST FOR PROPOSAL GMSD #FY2026-
002

Sports Medicine Services
For
Houston High School

Proposals Due on April 23, 2026, no later than 2PM
CST

Proposals will be accepted on this date
at the
GERMANTOWN MUNICIPAL SCHOOLS DISTRICT OFFICES
3350 S. Forest Hill Irene Road, Germantown, TN 38138

NOTICE TO PROPOSERS

REQUEST FOR PROPOSAL FY2026-2027

GMSD Sports Medicine Services

Tuesday, March 24, 2026

Germantown Municipal School District is soliciting this Request for Proposal (RFP) for Sports Medicine Services. General Terms and Conditions, Scope of Services, General Specifications and Specifications for this RFP are contained on the following pages.

All proposals must be received by Germantown Municipal School District - Purchasing, Attn: Marvis Davis Germantown Municipal School District, 3350 S. Forest Hill Irene Rd. 38138, by 2:00 PM, Central Time, Thursday April 23, 2026, prior to the RFP deadline date and time. 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. Proposals will not be accepted via any form of electronic media.

Questions regarding RFP specifications should be directed to Marvis Davis, District Athletic Director, Germantown Municipal School District, at Marvis.davis@gmsdk12.org, no later than 4:00 PM on Thursday, April 10, 2026. Purchasing questions should be directed to Josh Cathey, Purchasing, josh.cathey@gmsdk12.org, no later than 4:00 PM on Thursday, April 10, 2026. **All questions must be submitted by email. Responses to questions will be published by way of addenda on the District website under Bids and RFP Opportunities.**

Germantown Municipal School District reserves the right to reject any or all Proposals, waive defects or informalities in Proposals the bid award shall be made to the Proposer that is determined, in the sole discretion of GMSD, to have the proposal that best serves the interest of Germantown Municipal School District.

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 Germantown Municipal School District, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against 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 Proposal. Proposer further agrees to indemnify, protect, defend and hold harmless 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 Proposal and/or providing or failing to provide the goods related to this Proposal.

Proposer also certifies that he/she/it does not discriminate against any employee or qualified 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 and state laws.

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

_____ Terms: _____ Delivery: Days A.R.O _____
Company Name

Address Phone Fax

City State Zip Email address

Name and signature below certify that you understand and agree to the requirements above as well as all the information contained in this Request for Proposal.

Authorized Representative (Print) Signature Date

GENERAL TERMS AND CONDITIONS

A. Proposals should provide a straightforward and concise presentation, adequate to satisfy the requirements of the Request for Proposal (RFP). Emphasis should be on completeness, clarity of contents and responsiveness to the RFP. Proposals should be structured to respond to the RFP specifications. Format of Request for Proposal response should be as follows:

1. Company Organization Chart/Management Structure and Personnel Qualifications (include experience in k-12 school environment and qualifications of staff.
2. Staffing Recommendations for Project.
3. Fee Schedule
4. References (Minimum of 3)
5. Other information as specified or included for consideration
6. Completed and Signed Request for Proposal Cover Sheet
7. Completed and Signed Certificate of Non-Discrimination Form
8. Completed and Signed Request for Proposal Agreement
9. Completed and Notarized Hold Harmless Agreement
10. Completed Request for Pricing Sheet

B. Estimated Project Timing:

- RFP Posted/Emailed March 24, 2026
- Deadline for Questions April 10, 2026, by 4:00 PM CST • Response to Questions will be posted in the form of an addendum. **Proposers are responsible for checking the website for addenda.**
- RFP Responses Due April 23, 2026, 2:00 PM CST
- Implementation Begins July 1, 2026

C. Evaluation of the proposals will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to Germantown Municipal School District, considering technical factors and other factors set forth herein.

The proposals will be evaluated, and a vendor selected using the following criteria and rubric below:

- A. Approach to satisfying requirements
- B. Vendor's experience and capabilities
- C. Fiscal Integrity/Financial Stability

Major Weights

- Qualifications & Experience 15%
- Quality Assurance / Customer Service 15%
- Project Plan, including staffing 30%
- Cost 30%
- References 10%
- Total 100%

D. Initial Contract will run from July 1, 2026, through June 30, 2028, with the option to extend additional consecutive one (1) year periods at a price agreed upon by the parties. Contract pricing for the additional three (3) consecutive years following the first (2-year term) of the contract may not exceed the previous year's Consumer Price Index or 5% of the original bid price, whichever is the lesser.

E. Proposer to submit four (4) complete hardcopy sets (original and three (3) copies) and three (3) soft copies on USB Memory Key. Responses shall be delivered in a sealed envelope and/or carton clearly marked, "RFP #FY 2026-2027 – GMSD Sports Medicine Services". All price quotations and related materials must be received in a sealed envelope and/or carton. Time, date and nature of RFP must be clearly marked on face of sealed envelope or a carton. Attach label from last page of this document to outside of your RFP response.

F. **All proposals must be received by Germantown Municipal School District - Purchasing, Attn: Marvis Davis, Germantown Municipal School District, 3350 S. Forest Hill Irene Rd. 38138, by 2:00 PM, Central Time, Thursday, April 23, 2026, prior to the aforementioned RFP deadline date and time. 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. Proposals will not be accepted via any form of electronic media.**

G. Questions regarding RFP specifications should be directed to Marvis Davis, District Director of Athletics, Germantown Municipal School District, Marvis.Davis@gmsdk12.org, no later than 4:00 PM on, April 10, 2025. Purchasing questions should be directed to Josh Cathey, Purchasing, josh.cathey@gmsdk12.org, no later than 4:00 PM on April 10, 2026, **all questions must be submitted by email.**

H. Any and/all revisions made to the notice to Proposers made prior to the bid deadline will be posted on the Germantown Municipal School District website, <https://www.gmsdk12.org/departments/finance/bidrfp-opportunities> and will be the responsibility of the Proposer to check for any and/all revisions.

I. Sports Medicine Services will be provided for Houston High School for this Request for Proposal.

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

- K. The General Terms and Conditions, Scope of Services, General Specifications and Cleaning Specifications 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, Scope of Services, General Specifications and Cleaning Specifications and not take advantage of any unintentional RFP error or omission on the part of Germantown Municipal School District. Germantown Municipal School District reserves the right to make final determination as to the intent of this RFP.
- L. Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the Proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and therefore disqualified.
- M. It is agreed and understood that state laws shall govern any contract and/or order placed because of this RFP. The rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Tennessee.
- N. During the contract period, no change will be permitted in any of its terms or conditions unless the Proposer receives written approval from Germantown Municipal School District.
- O. 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(d) to ensure that all your employees or subcontractor's employees who have direct contact with students or to the 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:
1. 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.
 2. Successfully passed the criminal history records check. If the criminal history records check indicates that the employee or subcontractor's employees 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 or subcontractor's employees may not enter the grounds of the School District or have direct contact with students of the School District or to children in the School Districts child care program.

The successful Proposer also agrees that if one of your employees or subcontractor's 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 or subcontractor's employee, said employee or subcontractor's employee will notify you of the offense and you will subsequently not permit that employee or subcontractor's 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. § 40-39-202(17) will be deemed to be a material breach of this and all contracts with Germantown Municipal School District which could subject you to breach of contract damages and/or termination of this and all contracts with Germantown Municipal School District.

- P. The successful Proposer agrees that they will function as an independent contractor. It is understood that the Proposer, if awarded an order or contract, shall indemnify, protect and hold harmless Germantown Municipal School District, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against 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 this RFP. Proposer further agrees to indemnify, protect, defend and hold harmless 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 RFP and/or providing or failing to provide the goods related to this RFP.
- Q. Upon award of the bid, the bid award letter, this RFP and the Proposer's response shall serve as the contract between the parties. In the event that there is a conflict between the bid award letter, the RFP and the RFP Response, the controlling order shall be the bid award letter, the RFP and the RFP response.

R. Germantown Municipal School District reserves the right to request any additional information deemed necessary in the evaluation of this RFP.

S. The successful Proposer must carry insurance as specified below and a Certificate of Insurance must be submitted within five (5) business days from the date of bid award. Insurance shall be provided by a company licensed to write insurance policies in the State of Tennessee and acceptable to Germantown Municipal School District. All such insurance shall be in form and substance satisfactory to Germantown Municipal School District and shall provide that it will not be subject to cancellation or non-renewal except after thirty (30) days prior written notice to Germantown Municipal School District.

Commercial General Liability	Each Occurrence	\$1,000,000
	Damages to Rented Premises	\$100,000
	Medical Expenses	\$5000
	Personal and ADV Injury	\$1,000,000
	General Aggregate	\$3,000,000
	Products - Comp/OP AGG	Included
	Employee Benefits	\$1,000,000
Auto Liability	Combined Single Limit	\$1,000,000
	Medical Payments	\$5,000
Workers Compensation and Employers' Liability	Each Accident	\$500,000
	Disease - Each Employee	\$500,000
	Disease - Policy Limit	\$500,000
Umbrella Liability	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000
Professional Liability	Aggregate	\$3,000,000
	Occurrence	\$1,000,000
Employee Dishonesty		\$500,000 limit

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

T. Germantown Municipal School District shall be supplied satisfactory proof of coverage of the above required insurance. If proof of coverage in the amount set forth above is not received within five (5) business days after the award of contract is received, Germantown Municipal School District may award the contract to another Proposer.

U. Companies submitting RFPs must, if deemed necessary, be willing to meet with Germantown Municipal School District at the Proposer's expense, to discuss their proposal. Germantown Municipal School District shall not bear any costs or obligation with regard to the preparation of the proposal.

V. If at any time Germantown Municipal School District is/are dissatisfied with the quality of service provided by the successful proposer, a written notice of the specific problem(s) will be furnished to the successful Proposer by letter or email. If the problem is not corrected to the satisfaction of Germantown Municipal School District within 30 days of the written notice, this and all contracts with the successful Proposer may be unilaterally terminated by Germantown Municipal School District with no further obligation on the part of Germantown Municipal School District. This and all other existing contracts if any with the successful Proposer may be terminated if two (2) or more notices of dissatisfaction are sent to the successful

proposer within any twelve (12) month period. The Proposer understands that it may be removed from bid consideration by Germantown Municipal School District of all future bids, should Germantown Municipal School District deem any product or service provided by the successful Proposer to be deficient.

- W. Germantown Municipal School District reserves the right to reject any or all responses, waive defects or informalities in responses and to make awards as deemed to be in its best interest. The bid award shall be made to the Proposer that is determined in the sole discretion of GMSD, to have presented the proposal that best serves the interest of Germantown Municipal School District. Contracts may be awarded to one or multiple firms; however, no Proposer may subcontract their responsibilities provided herein.
- X. During the term of the contract, as deemed necessary, Germantown Municipal School District reserves the right to seek competitive pricing for bid items in the pre-proposer's bid proposal.
- Y. All equipment and/or property of Germantown Municipal School District that is damaged during the servicing of this contract shall be repaired and/or replaced by the successful Proposer at no cost to Germantown Municipal School District within five (5) business days after notification of damage from Germantown Municipal School District. Germantown Municipal School District reserves the right to withhold any payments, until the repair is made, and the final work is accepted by Germantown Municipal School District.
- Z. 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.
- AA. The successful Proposer agrees that Germantown Municipal School District may extend the terms, conditions and prices of this contract to other Institutions (such as State, Local and/or Public Agencies and/or School Districts) who express an interest in participating in any contract that results from the RFP. Each of the said institutions must issue their own purchasing documents for purchasing the goods/services that are piggybacked on the contract between the successful Proposer and Germantown Municipal School District. Proposer agrees that Germantown Municipal School District shall bear no responsibility or liability for any agreements between the Proposer and other Institution(s) who desire to exercise this option.
- BB. The successful Proposer and its employees will be expected to adhere to all applicable School Districts' policies and procedures.
- CC. Prices quoted shall be guaranteed for a minimum of one (1) year from the date of the award and may not be modified between the time of proposal and time the RFP is awarded.
- DD. Germantown Municipal School District has the right at their discretion to terminate or renegotiate this Agreement due to the occurrence of any event or action beyond its control. After such termination of this Contract, the customer shall have no continuing obligation under the terms of this Contract.
- EE. Germantown Municipal School District encourages qualified minority and/or women-owned businesses to submit bids. Germantown Municipal School District awards bids without regard to race, age, color, national origin, religion, gender, sexual orientation, veteran status, sex, disability, genetic information, or any other classification protected by federal or state laws.
- FF. In accordance with the Iran Divestment Act: **“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 Germantown Municipal School District.
- GG. Force Majeure: GMSD shall not be required to pay the successful Proposer for the period during which Germantown Municipal School District or facilities are closed due to an act of God, civil disobedience, fire, inclement weather, riot, war, picketing, strike, governmental action, lack of funding, infectious disease control purposes, infectious disease outbreak, or any conditions or cause beyond GMSD's control unless GMSD requires the services of the successful Proposer to perform services during said closures.

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between _____ Name of Contractor (hereinafter Contractor), and Germantown Municipal School District Board of Education (GMSD). Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from GMSD, "Contractor" agrees to hold harmless and fully indemnify, protect, and defend, GMSD, its Board Members, agents, officers, and employees from every judgment, claim, demand, suit, or action of every nature and description which may be made by reason of any injury to person or damage to property caused by, in whole or in part, or arising out of or related to, any act, omission, or default of "Contractor" or of any of its employees, agents, assigns, or invitees, in connection with "Contractor's" provision of goods or services to GMSD.

(Name of Contractor) _____ BY:

TITLE: _____

State of Tennessee
County of Shelby

_____ personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of _____.

Signature

Witness by hand and Notary seal at office this _____ day of _____, year of _____.

Notary Public

My Commission Expires: _____

Obtain Notary signature and return document

CERTIFICATE OF NON-DISCRIMINATION

By submission of this Request for Proposal, the Proposer (NAME OF FIRM)

certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, 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.

PROPOSER'S NAME

SIGNATURE

DATE

Printed or Typed Name of Individual Signing for the Proposer

REQUEST FOR PROPOSAL AGREEMENT

In compliance with the Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this Request for Proposal be accepted, to furnish any or all services upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded this contract, to protect, defend and hold harmless Germantown Municipal School District, their Board Members, agents, and employees from any suits or demands for payment that may be brought against it for the use of any product or article that becomes a part of this contract, and further agrees to indemnify and hold harmless Germantown Municipal School District, their Board Members, agents, and employees from any suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties, or his servants or agents in the course of fulfilling the terms of this contract.

Name of Firm

Address

City State Zip

Authorized Representative Signature

Terms

Phone Fax Number

E-Mail Address

Date

SCOPE OF SERVICES:

This is a full-service contract for Sports Medicine Services. Successful Proposer(s) will be required to furnish all services as outlined in the proposal.

Initial Contract will run from July 1, 2026, through June 30, 2028, with the option to extend additional consecutive one (1) year periods at a price agreed upon by the parties. Contract pricing for the additional three (3) consecutive years following the first (2-year term) of the contract may not exceed the previous year's Consumer Price Index or 5% of the original bid price, whichever is the lesser.

GENERAL SPECIFICATIONS:

1.1 The Respondent agrees to plan, organize, coordinate, and supervise the sports medicine program for all high school sports at GMSD.

1.2 The Respondent will provide two (2) full-time (not to exceed an average of 80 hours per week calculated over a twelve (12) month term) NATA-certified and Tennessee state-licensed athletic trainers (ATC/L). The ATC/L will:

- Be considered an independent contractor, not an agent or employee of GMSD.
- Operate an on-campus training room each school day, with the hours of operation decided by the GMSD Principal, Athletic Director, and the ATC/L, excluding in-service days, holidays, and other times when school is out of session.
- Provide services regarding injury prevention, emergency treatment, and sports injury rehabilitation.
- Serve as a liaison between the athlete, parent, coach, and team physician in matters relative to the prevention, care, and management of athletic injuries.
- Supervise and maintain the athletic training room.
- Coordinate the purchase of supplies and maintain inventory records of those supplies in coordination with the Athletic Director. Funds for these supplies will come from the GMSD Athletic budget.
- Maintain medical records on all athletes, including, but not limited to, injury evaluation, daily injury treatment, physician referral, and Respondent's medical records. Upon request, submit injury summary reports by sport at the end of each sports season.
- Provide appropriate procedures for the prevention, evaluation, and treatment of injury under the direction of a team physician or their designee.
- Coordinate and provide appropriate rehabilitation and follow-up of all injuries under the direction of a team physician or their designee.
- Supervise and educate student trainer staff and other school-approved volunteers involved in sports medicine activities in accordance with GMSD policy.
- Provide coverage for athletic events using the level of risk to choose between conflicting events. This will be left up to the discretion of the Athletic Trainer, Athletic Director, and coaching staff.
- Accompany selected high-risk sports teams to away games as designated by the Athletic Director. GMSD shall be responsible for the provision of transportation and accommodations equal to that of the most senior school coach in attendance at such game. The Respondent shall be responsible for reimbursing the ATC/L, as appropriate, for the expense of any meals.
- Coordinate physicals for student-athletes participating in school-related organized sports.
- In conjunction with the Athletic Director and coaching staff, establish emergency plans for each sport, practice, and game site. These will be consistent with and supplemental to any GMSD emergency plans, policies, and procedures.
- Perform additional responsibilities as may be necessary in carrying out the above-described duties. These duties may include equipment maintenance and reconditioning, drug testing, etc.

1.3 The Respondent will provide and maintain professional liability insurance on the ATC/L in an amount of not less than \$1,000,000.00 for each occurrence and \$3,000,000.00 aggregate as well as workers' compensation coverage on the ATC/L.

1.4 GMSD understands that Respondent athletic trainers are not equipped to provide emergency services to student-athletes. In the event of an emergency, it will be necessary to call 911 for emergency assistance. If present, Respondent athletic trainers will provide basic first aid assistance to the student-athlete until the ambulance arrives.

2.0 – GMSD RESPONSIBILITY

2.1 GMSD agrees that it will not hire, either directly or indirectly, the athletic trainer(s) assigned to GMSD pursuant to this Agreement for the purpose of performing the same or similar services as athletic trainers will be performing pursuant to this Agreement during the term of this Agreement and, unless Respondent does not renew this Agreement, for a period of one year following the termination of this Agreement.

2.2 GMSD agrees to obtain all necessary and required consents and permissions prior to Respondent's provision of services hereunder in a form as approved by Respondent.

3.0 – FINANCIAL PROVISIONS

3.2 GMSD will allow the Respondent to run one (1) full-page ad free of charge in each school sports program, if applicable.

3.3 GMSD will allow the Respondent to hang one (1) banner at each home sporting event free of charge. The banner will be supplied by the Respondent, and GMSD will use its best efforts to maximize the visibility of the banner to home seating.

3.4 GMSD will reference the Respondent as providing athletic trainers in announcements at home games and provide recognition during the public broadcast of such sporting activities.

3.5 Respondent agrees to pay GMSD \$5,500 per year for field maintenance and other expenses related to the GMSD athletic program.

4.0 COMMENCEMENT AND TERMINATION

4.1 The effective date of this Agreement shall be July 1, 2026, and the Agreement shall terminate on June 30, 2028.

4.2 Either party shall have the right to terminate this agreement upon sixty (60) days written notice if the other party is in breach of this Agreement, provided the terminating party states the specific reason for termination and the other party is not able to rectify the breach within thirty (30) days of the notice.

5.0 – MISCELLANEOUS

5.1 GMSD is not required or permitted to refer or influence the referral of patients to Respondent, nor is the agreement intended to influence business for Respondent.

5.2 Both GMSD and Respondent agree to comply with all relevant laws, including FERPA and HIPAA, to protect the confidentiality and security of student medical records and information.

6.0 GMSD agrees to pay Respondent the sum of over the course of twelve (12) months as compensation for the above program. Payments shall be made as follows:

- Payment due in full on or before August 1, 2026.

The dollar amount indicated below shall serve as the contract amount for this contract.

\$ _____ .00

Please indicate the total dollar amount in writing below:

As the representative of the Proposer, I represent by my signature below that the Company I represent agrees to all terms contained in RFP #FY2026-2027 and the pricing quoted above.

COMPANY NAME

AUTHORIZED REPRESENTATIVE
(PRINT)

AUTHORIZED REPRESENTATIVE
(SIGNATURE)

DATE

All proposals must be received and time stamped at Germantown Municipal School District, Purchasing - Attn: Marvis Davis, 3350 S. Forest Hill Irene Road 38138, prior to stated deadline date and time. Bids 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 bid must be clearly marked on the face of sealed envelope.

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

BID #FY2026-2027

_____ Company Name
_____ Address
_____ City, State, Zip

RFP Due

Date: April 23, 2026

Time: 2:00 PM

Nature of Bid:

FY2026-2027 GMSD Sports Medicine Services

**Germantown Municipal School
District Purchasing - Attn:
Marvis Davis
3350 S. Forest Hill Irene Rd.
Germantown, TN 38138**

PREMIUM SUMMARY

Line of Coverage	2025/2026	2026/2027	Change
Property	\$404,711	\$424,274	+\$19,563
Workers Compensation	\$80,685	\$88,122	+\$7,437
Liability Total	\$93,763	\$90,943	-\$2,820
<i>General Liability</i>	\$11,056	\$16,845	+\$5,789
<i>Errors & Omissions</i>	\$75,514	\$67,066	-\$8,448
<i>Automobile</i>	\$7,193	\$7,032	-\$161
Student Accident	\$21,453	\$22,962	+\$1,509
Total Premium	\$600,612	\$626,301	+\$25,689

Member Dividends

Line	2025/2026	2026/2027
Property	\$0	\$0
Liability	\$542	\$0
Workers Compensation	\$6,739	\$7,165
Total Dividends	\$7,281	\$7,165

Germantown Board of Education

Insurance Summary — 2026

PROPERTY COVERAGE

Coverage	Limit / Detail
Total Insured Values	\$242,439,124
Boiler & Machinery Limit	\$235,999,124
Computer Equipment	\$6,440,000
Mobile Equipment	\$916,375
Crime — Employee Dishonesty	\$500,000
Forgery & Alteration	\$150,000
Computer Fraud	\$150,000
Catastrophe Auto	Included
Deductible	\$25,000 \$500 Transportation, EDP & Mobile Equipment \$1,000 Crime
Cause of Loss	Special
Adjustment	Replacement Cost
Flood Coverage	\$1,000,000 Per Occurrence & Annual Aggregate
Earthquake	\$15,000,000 — Underground Excluded; 1% Deductible subject to \$25,000 per location; Per Occurrence & Annual Aggregate
Newly Acquired Property	\$1,500,000
Business Income	\$1,500,000
Extra Expense	\$1,500,000
Rental Income	\$500,000
Valuable Papers	\$250,000
Accounts Receivable	\$250,000
Consequential Loss	\$500,000
Builder's Risk	\$500,000
EDP Media & Software	\$100,000
Personal Effects	\$50,000
Pollutant Clean Up	\$50,000
Fine Arts	\$100,000
Debris Removal	\$500,000
Transit Coverage	\$250,000
Vandalism of Natural Grass Fields	\$100,000
Terrorism	\$500,000 Per Occurrence & Annual Aggregate

LIABILITY COVERAGES

Coverage A — General Liability Coverage B — Personal Injury Liability	
\$300,000	Per Person for Bodily Injury or Personal Injury (Tort Liability Act)
\$700,000	Per Occurrence for Bodily Injury or Personal Injury (Tort Liability Act)
\$100,000	Per Occurrence for Property Damage (Tort Liability Act)
\$5,000,000	Per Occurrence for Each Other Loss
\$1,000 / \$10,000	Per Person / Per Accident for Medical Payment
\$500,000 / \$1,000,000	Per Person / Per Occurrence for Catastrophic Medical Expenses (Excess of Bodily Injury)
\$500,000	Punitive / Exemplary Damage Sublimit
\$100,000	Per Occurrence for Fire Damage
Deductible: \$5,000 Per Occurrence	

Coverage C — Errors or Omissions Liability	
\$5,000,000	Per Occurrence
\$5,000,000	Per Occurrence / Policy Aggregate for Employment Practices Liability
\$1,000,000	Per Occurrence / Policy Aggregate for Privacy / Network Liability
\$1,000,000	Per Occurrence for Employee Benefits / Fiduciary Liability
\$100,000	Per Occurrence for Non-Monetary Defense Costs
Deductible: \$5,000 Per Occurrence	

Coverage D — Automobile Liability (Owned, Hired & Non-Owned Autos)	
\$300,000	Per Person for Bodily Injury or Personal Injury (Tort Liability Act)
\$700,000	Per Occurrence for Bodily Injury or Personal Injury (Tort Liability Act)
\$100,000	Per Occurrence for Property Damage (Tort Liability Act)
\$5,000,000	Per Occurrence for Each Other Loss
\$1,000 / \$10,000	Per Person / Per Accident for Medical Payment
\$500,000 / \$1,000,000	Per Person / Per Occurrence for Catastrophic Medical Expenses (Excess of Bodily Injury)
\$300,000	Per Occurrence for Uninsured / Underinsured Motorist Coverage — Bodily Injury
\$100,000	Per Occurrence for Uninsured / Underinsured Motorist Coverage — Property Damage
Deductible: \$5,000 (not applicable to Underinsured Motorist coverage)	

Coverage E — Automobile Physical Damage (Specifically Described Autos)

2019 Freightliner
2017 GMC Savannah
2023 Chevy Silverado
2023 Chevy Silverado
2024 GMC Sierra 1500
2024 GMC Sierra 1500
2020 Big Tex Utility Trailer
2024 Chevy Silverado
Deductible: \$500 Comprehensive \$500 Collision

WORKERS COMPENSATION

Coverage	Limit / Detail
Workers Compensation	Statutory
Employers Liability	\$1,000,000 Each Accident \$1,000,000 Disease Policy Limit \$1,000,000 Disease Each Employee

Payroll Classification Detail

Classification	2025/2026 Payroll	2026/2027 Payroll
Schools Professional	\$47,045,988	\$44,483,996
Schools All Other	\$744,464	\$1,389,115
GMSD Board Member	Included	Included
Total Payroll	\$47,790,452	\$45,873,111

Rating Factors

Factor	2025/2026	2026/2027
Base Rate — Schools Professional	0.201	0.211
Base Rate — Schools All Other	2.079	2.017
Increased Limit Factor	1.028	1.028
Experience Mod Factor	1.001	0.990
Schedule Mod Factor	0.805	0.805
Deductible Factor (\$1,000)	0.900	0.900
Three Year Policy Factor	0.980	0.980

AMENDMENT NUMBER ONE

THIS AMENDMENT ONE ("AGREEMENT"), made and entered into as of the 8th day of April, 2026, by and between ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION, with principal offices at 12060 Arlington Trail, Arlington, Tennessee 38002, BARTLETT CITY SCHOOLS BOARD OF EDUCATION, with principal offices at 5705 Stage Road, Bartlett, Tennessee 38134, COLLIERVILLE SCHOOLS BOARD OF EDUCATION, with principal offices at 145 W. Poplar Ave., Collierville, Tennessee, 38017, GERMANTOWN MUNICIPAL SCHOOL DISTRICT BOARD OF EDUCATION, with principal offices at 3350 South Forest Hill Irene Road, Germantown, Tennessee 38138, and LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION, with principal offices at 10001 Highway 70, Lakeland, Tennessee 38002, hereinafter collectively referred to as "CONSORTIUM," or individually as "DISTRICT" on the one hand, and DURHAM SCHOOL SERVICES L.P., with administrative offices at 27755 Diehl Rd., Warrenville, IL 60532, hereinafter called "CONTRACTOR."

1. Pursuant to Article 1 of the Pupil Transportation Services Agreement dated March 9th, 2023, the parties hereby agree to exercise the first of two available renewal terms, extending the term from July 1, 2026, through June 30, 2027.
2. The transportation rates are defined in the attached Schedule A.
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

DURHAM SCHOOL SERVICES, L.P.

Name: Sara Lissick

Title: Chief Financial Officer

Date: 4-10-26

Signature: 

[SIGNATURES CONTINUED ON NEXT PAGE]

COLLIERVILLE SCHOOLS MUNICIPAL SCHOOL DISTRICT

Name: _____

Title: _____ Date: _____

Signature: _____

ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION

Name: _____

Title: _____ Date: _____

Signature: _____

BARLETT CITY SCHOOLS BOARD OF EDUCATION

Name: _____

Title: _____ Date: _____

Signature: _____

GERMANTOWN MUNICIPAL SCHOOL DISTRICT BOARD OF EDUCATION

Name: _____

Title: _____ Date: _____

Signature: _____

LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION

Name: _____

Title: _____ Date: _____

Signature: _____

SCHEDULE A

**Alternate 2 Proposal
12 Year Max Fleet - Type D & Type C Buses on Gen Ed Routes**

**Purchasing Department
Collierville Schools
Administration Offices
145 West Poplar Avenue
Collierville, Tennessee 38017**

STUDENT TRANSPORTATION SERVICES PRICING SHEET

Name / Contractor: Durham School Services, L.P.

Rates			2023-2024	2024-2025	2025-2026	2026-2027
Vehicle Type	Number of Vehicles	Number of Days Per Year	Cost Per Bus Per Day	Cost Per Bus Per Day	Cost Per Bus Per Day	Cost Per Bus Per Day ***
Regular Transportation						
78 Passenger Type D (Double Route)	45	175	\$360.70	\$375.13	\$390.14	\$405.75
78 Passenger Type D (Triple Route)	69	175	\$422.95	\$439.87	\$457.46	\$475.76
No Child left behind	0	175	N/A	N/A	N/A	N/A
Special Education Transportation						
19 Pass. (W/C units) - Double Routes	9	175	\$382.09	\$397.37	\$413.26	\$429.79
19 Pass. (W/Cr units) - Triple Routes	16	175	\$413.91	\$430.47	\$447.69	\$465.60
Bus Assistants - Double Routes *	9	175	\$138.63	\$144.18	\$149.95	\$155.95
Bus Assistants - Triple Routes **	16	175	\$176.44	\$183.50	\$190.84	\$198.47
Misc. Transportation Programs						
Summer School	15	18	\$382.09	\$397.37	\$413.26	\$429.79
Summer School - Bus Assistants	15	18	\$138.63	\$144.18	\$149.95	\$155.95
Saturday School	0	0	N/A	N/A	N/A	N/A

* Hours in excess of 5.5 hours per monitors per day will be billed at \$25.21 per hour and will increase by 4.0% annually.
 ** Hours in excess of 7.0 hours per monitors per day will be billed at \$25.21 per hour and will increase by 4.0% annually.
 *** 26/27 SY rates will be negotiated, we have assumed a 4.0% rate increase in the pricing above.

Sports/Activity Trips	***Cost Per Hour	\$49.75
	***Minimum Per Trip	\$99.50
Mid-Day Shuttle	***Cost per hour (1 Hr Min)	\$49.75
Grand Total (Excludes Trips & Mid-Day)		\$10,561,342.15

*** Rates will increase by 4.0% annually.

State your cost per \$1,000.00 for Performance, Materials and Labor Bond, if required \$

5.40

PUPIL TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT ("AGREEMENT"), made and entered into as of the 9th day of March 2023, by and between ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION, with principal offices at 12060 Arlington Trail, Arlington, Tennessee 38002, BARTLETT CITY SCHOOLS BOARD OF EDUCATION, with principal offices at 5705 Stage Road, Bartlett, Tennessee 38134, COLLIERVILLE SCHOOLS BOARD OF EDUCATION, with principal offices at 145 W. Poplar Ave., Collierville, Tennessee, 38017, GERMANTOWN MUNICIPAL SCHOOL DISTRICT BOARD OF EDUCATION, with principal offices at 3350 South Forest Hill Irene Road, Germantown, Tennessee 38138, and LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION, with principal offices at 10001 Highway 70, Lakeland, Tennessee 38002, hereinafter collectively referred to as "CONSORTIUM," or individually as "DISTRICT" on the one hand, and DURHAM SCHOOL SERVICES L.P., with administrative offices at 2601 Navistar Dr., Lisle, IL 60532, hereinafter called "CONTRACTOR."

WITNESSETH:

WHEREAS, CONSORTIUM and CONTRACTOR desire to enter in a new three-year contract for all pupil transportation services with CONSORTIUM;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

ARTICLE 1 TERM

Section 1.01. The term of this AGREEMENT shall be for three (3) years, commencing July 1, 2023 and shall continue through June 30, 2026. This AGREEMENT shall include the option to extend for two (2) additional terms of one (1) year each, if acceptable by all parties, at a price agreeable by all parties.

ARTICLE 2 SCOPE OF THE SERVICES

Section 2.01. Utilizing school buses and radio equipment to be provided by CONTRACTOR, CONTRACTOR shall provide such personnel as are required to transport conveniently, safely and reliably all students designated by the DISTRICTS to be served under the provisions of this AGREEMENT. Such transportation shall include fulfilling CONSORTIUM'S needs for "Regular Home-to-School transportation," "Special Needs Home-To-School transportation (SPED)," Specialized and Exceptional Children School-to-School transportation," Supplemental Transportation, (collectively, the "Services"), as defined below:

"Regular Home-to-School transportation" shall mean the safe, convenient, and reliable transportation of any and all pupils who are designated by CONSORTIUM as eligible to be transported between schools or school-related activities and between school and home. Such transportation shall be provided for each and every day that school is convened and in accordance with school bus routes and schedules established by CONSORTIUM as provided hereunder.

"Special Needs Home-To-School transportation (SPED)" shall mean the safe, convenient, and reliable transportation of any and all students with disabilities who are designated by each DISTRICT to be transported between schools and between schools and home, and shall include the provision of vehicles necessary to accommodate all special needs designated by the Individual Education Plan ("IEP") of each student, including, but not limited to, lift equipment for students using mobility aids or wheelchairs, wheelchair securement equipment, seatbelt restraints, and child safety seats, pillows or pads. CONTRACTOR'S obligations shall be limited to equipment that can be transported safely and within prescribed governmental regulations. Such transportation shall be provided for each and every day that school is convened and in

accordance with school bus routes and schedules approved by the relevant DISTRICT as provided hereunder.

"Specialized Exceptional Children Transportation" shall mean the safe, convenient, and reliable transportation of gifted or vocational students between schools during the school day, and transportation for students impacted by state or federal law. Such transportation shall be provided for each and every day that school is convened and in accordance with school bus routes and schedules approved by CONSORTIUM as provided hereunder.

"Supplemental Transportation" shall mean the convenient, safe, and reliable transportation of any and all pupils or other authorized personnel as may be requested by each DISTRICT for field trips, excursions, athletic activities and any other transportation purpose designated by each DISTRICT, other than Regular, Special Needs Home-To-School transportation (SPED), or Specialized Exceptional Children Transportation. Except as otherwise provided herein, it is understood that utilization of CONTRACTOR'S services for Supplemental Transportation shall be optional by CONSORTIUM and that CONSORTIUM and its individual DISTRICTS shall be free to make other transportation arrangements if they so desire.

Section 2.02. The CONSORTIUM'S school year is governed by the school calendar adopted by each DISTRICT'S Board of Education and consists of a minimum of 175 days, in which school is required to be in session, and, optionally, summer school and extended school year sessions as scheduled by each DISTRICT.

CONTRACTOR shall provide transportation to each DISTRICT'S students on all school days as declared by each DISTRICT's Board of Education. If any DISTRICT declares a school day for only its special education services, the CONTRACTOR will be responsible for furnishing any required transportation to the special education schools at modified daily costs to the CONSORTIUM. CONSORTIUM shall provide CONTRACTOR a schedule and routes for both the regular school year and summer school sessions. If the actual number of operating days falls below 175 for any DISTRICT during any school year, then that DISTRICT agrees to pay 46% of the daily rate per day for every day less than 175 days. If either the number of days in service or the number of routes decreases by 5% or more, the CONTRACTOR has the right to request a renegotiation of rates; such request shall not exceed 2% of the contract rates.

Section 2.03. Supplemental Transportation shall be provided as scheduled in accordance with the provisions of Section 2.01, or upon request of each DISTRICT or a DISTRICT school administrator. CONTRACTOR shall notify the Transportation Charter Specialist in the Office of Student Transportation Services, in advance, of all Supplemental Transportation scheduled by it with CONSORTIUM schools.

Section 2.04. CONTRACTOR shall not permit anyone except assigned students, DISTRICT personnel, monitors or nurses, to be on a bus unless authorized in writing by School CONSORTIUM'S Director of Transportation. For the avoidance of doubt, the prohibition against unauthorized access includes parents of assigned students. Persons not assigned to ride on buses may be permitted to be transported by the CONTRACTOR'S buses if previously approved by the CONSORTIUM or the applicable DISTRICT. These passengers shall be approved on a case-by-case basis and the CONSORTIUM or DISTRICT will coordinate advance approval and notice prior to such use of CONTRACTOR'S buses.

Section 2.05. Notwithstanding any contrary statements in this Agreement or in any documents incorporated herein by reference, in the event any federal, state, local or other government body's statutes, laws, orders, rules, guidelines, or regulations require material changes to the scope of work or the bid specifications of the [Board/DISTRICT] (such as major scheduling, routing, or enrollment changes or additions of special needs or physically handicapped children, which require added transportation equipment), Contractor, upon written notice to Board, may request a renegotiation of the Agreement which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to the Agreement resulting from such renegotiations shall become effective on a mutually

agreed upon date. If the parties cannot come to an agreement, either party may terminate the Agreement at the conclusion of the then current school year upon ninety (90) days' notice.

Section 2.06. In the event market conditions dictate that employee wage increases are necessary, including adjustments for hazard pay required due to a state of emergency or other governmental action or legislative mandate - the DISTRICT agrees to enter into negotiations with the CONTRACTOR to mitigate the financial impact of any increased wages on the CONTRACTOR. In the event the DISTRICT and the CONTRACTOR cannot come to a mutual agreement, the CONTRACTOR has the right to terminate the Agreement at the conclusion of the then current school year. The CONTRACTOR will provide the DISTRICT with ninety (90) days written notice prior to termination.

ARTICLE 3 ROUTES AND SCHEDULES

Section 3.01. A route, as defined by the terms of this AGREEMENT, generally means the shortest distance necessary to transport a given group of students to and from a pick-up point nearest their homes and their designated attendance school and does include the distance from where the vehicle is garaged to the start of termination of its route. Route mileage is defined as mileage from first pick-up point to final discharge point.

Section 3.02. The CONSORTIUM will be responsible for planning all routes, stops and schedules. These routes are to be operated as scheduled by the CONSORTIUM'S Director of Transportation or approved representative ("Approved Representative"). Any changes necessitated to the route in timing, sequence, or bus capacity must be approved by the CONSORTIUM'S Transportation Department, in consultation with the CONTRACTOR as needed. The Transportation Department shall be made up of the Provider and its Transportation Personnel pursuant to the Interlocal Agreement for Student Transportation Assistance, which has been entered into among the DISTRICTS. All routes shall be designed consistent with each DISTRICT'S Board Policies and shall be designed to maximize efficiency and minimize costs to the CONSORTIUM. Generally, CONSORTIUM does not schedule vehicles to traverse, cross, or go over railroad tracks or crossings. In the event there is no alternative to crossing a railroad track, CONSORTIUM may schedule such crossing into a route. In no event, other than detours for reasons of safety, weather and/or street maintenance, shall CONTRACTOR transport students across a railroad track without approval by CONSORTIUM in advance. CONTRACTOR shall notify CONSORTIUM as soon as possible of any detours created by a traffic emergency.

Section 3.03. The CONSORTIUM will utilize the VersaTrans routing software system, but may occasionally make changes to the software provider. The CONTRACTOR shall be responsible for providing, at its cost, computers and necessary internet connections to allow access to the routing program in the CONTRACTOR'S office on a "read only" basis. Multiple use license costs shall be the responsibility of the CONSORTIUM.

Section 3.04. The CONTRACTOR currently utilizes the Zonar global positioning system ("GPS") on its vehicles, which is capable of interfacing with VersaTrans. The CONTRACTOR, at its sole cost and expense, will install Zonar GPS in all buses utilized in the performance of this contract. The CONSORTIUM and CONTRACTOR will work cooperatively to interface VersaTrans with CONTRACTOR'S GPS. The CONSORTIUM, at its sole cost and expense, shall be permitted "read only" access to CONTRACTOR'S GPS, including the capability to download reports or data, as necessary.

Section 3.05. CONSORTIUM will supply the name of CONSORTIUM employees assigned administrative responsibility for school routes at the beginning of each school year. The assigned persons must be completely familiar with the operation, school routes, drivers, equipment, and must be available to respond to questions regarding route operations. The assigned individuals must be available for contact from the time of dispatch of the first route throughout the completion of all routes for the day, and must be available for contact as emergency questions arise.

Section 3.06. Based on CONSORTIUM'S route design, CONSORTIUM will, for each route, furnish CONTRACTOR written route descriptions indicating streets or roads the school bus is to travel prior to the date Services are to be furnished, which route descriptions will revise as necessary. The CONTRACTOR will operate buses along the routes determined and scheduled by the CONSORTIUM.

Section 3.07. It is recognized that changes to routes, stops, time schedules, and pupil rosters happen frequently and may necessitate changes to routing schedules during the school year. Therefore, the CONSORTIUM reserves the right to make changes to any routes upon not less than three (3) business days' notice, unless otherwise provided for in this AGREEMENT. A shorter notice period may be required for the transportation of students determined to be homeless at any time during the school year. Both parties to this AGREEMENT agree to cooperate in revising the routes and trips as requested by CONSORTIUM during the school year to improve service, operating efficiencies or economy, and CONSORTIUM agrees that any changes made pursuant to this Section must accommodate CONTRACTOR'S existing fleet. No changes in regular routes or sets of routes may be made without prior approval by CONSORTIUM or its Approved Representative. Run changes and the effective date of changes will be provided to CONTRACTOR by CONSORTIUM'S Transportation Department. If the CONTRACTOR makes temporary route deviations for reasons of safety, weather and/or street maintenance or construction, the CONSORTIUM must be notified immediately via email and via telephone call to the affected DISTRICT'S Transportation representative. The CONSORTIUM will review any such deviations and determine whether the deviation is acceptable.

Section 3.08. Under no circumstances shall CONTRACTOR double up routes in the performance of the Services. To the maximum extent possible, all routes shall have the same driver in both the morning and afternoon. The CONTRACTOR will provide a schematic indicating the assigned driver's name, and the route number or bus number for such driver, prior to the start of school each year. CONTRACTOR shall provide an updated schematic on a monthly basis, indicating the permanent driver changes that are made. CONTRACTOR shall not assign drivers to Supplemental Transportation Services if the Supplemental Transportation Services conflict with the driver's scheduled regular and special education routes.

Section 3.09. Each bus used under this AGREEMENT will display the proper route designation when on scheduled runs or trips. The route designations will be securely attached to vehicles in locations approved by CONSORTIUM'S Transportation Department.

Section 3.10. All bus routes will conform to the schedule provided for each school. Buses will deliver students to all schools not more than 10 minutes after or more than 15 minutes before, the scheduled delivery time, or as requested by CONSORTIUM. In no case will a student be in transit in excess of 60 minutes, except upon approval of the CONSORTIUM. Supplemental Transportation must be conducted in accordance with the Supplemental Transportation Schedule, or as requested by CONSORTIUM or by each DISTRICT. For each occurrence of a no-show route the CONTRACTOR will not charge for the route or portion of the route that did not run. A route will be deemed a no-show if the bus arrives at campus and/or a bus stop more than thirty (30) minutes late, unless the lateness is caused by reasons outside of the control of CONTRACTOR, including but not limited, to road construction, weather, traffic, and delays caused by a DISTRICT.

Section 3.11. The CONSORTIUM or each DISTRICT reserves the right to notify the CONTRACTOR of reasonable changes in the starting and dismissal times of a school or schools, and the Services required by such changes shall be without additional charge except as provided for in this AGREEMENT. Reasons for such modifications include, but are not limited to:

- (i) DISTRICT- wide mid-day dismissals when required;
- (ii) Early dismissals, as per calendars provided by the CONSORTIUM or by each DISTRICT;

- (iii) Late activity dismissals, as per published schedules;
- (iv) Early dismissals of any DISTRICT'S schools for parent conferences, special events, emergencies, etc.; and
- (v) Pick-ups and dismissals required during examination weeks.

Except in emergencies, CONSORTIUM or each DISTRICT, as appropriate, will give the CONTRACTOR three work days' notice of such changes. In emergency situations, CONSORTIUM will provide CONTRACTOR not less than one hour's notice of an amended schedule. Nonetheless, CONTRACTOR agrees to provide buses at locations designated for early dismissal at the times specified in the notice, but not later than one hour following receipt of notice if the specified pickup times are less than an hour from such notice.

Section 3.12. CONSORTIUM and CONTRACTOR shall monitor all routes and student loads assigned to each bus, and shall adjust routes, and loads as directed by CONSORTIUM. CONTRACTOR shall insure that routes are efficient and stops with no students are communicated to the CONSORTIUM immediately. The CONTRACTOR will assist in updating route information and operating times, performing ridership audits, and providing any other additional information deemed necessary by the CONSORTIUM.

Section 3.13. At a time established by the CONSORTIUM and the CONTRACTOR within (i) two weeks prior to the first day of Services under this AGREEMENT, or (ii) five days from the receipt of the routes from CONSORTIUM, whichever is the later to occur, each regular driver will make at least one (1) trial a.m. and p.m. run to include all stops assigned on the route. Trial runs must be operated during the typical a.m. and p.m. times to replicate common traffic issues and conditions. The CONTRACTOR will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils, and the CONTRACTOR shall advise the CONSORTIUM of the same. CONTRACTOR must provide written verification of this trial run process to the CONSORTIUM within two business days following the trial runs. The cost of providing these mandated trial runs shall be at no additional charge to the CONSORTIUM and no billing for these runs shall occur.

Section 3.14. Except as otherwise provided in this AGREEMENT, no route changes are to be made by the CONTRACTOR without the written permission of the CONSORTIUM.

ARTICLE 4 VEHICLES

Section 4.01. In addition to the vehicles necessary to meet the scheduled needs, the CONTRACTOR is required to maintain a minimum of 10% of the total number of route buses of each DISTRICT as stand-by vehicles. CONTRACTOR must include in the stand-by fleet at least one of each type and pupil capacity of buses serving the CONSORTIUM. Stand-by vehicles will be maintained at a location that will insure that a stand-by vehicle can be dispatched within 20 minutes after notification to respond to an in-CONSORTIUM vehicle need. In the event of a mechanical failure or breakdown of any bus, CONTRACTOR agrees that a stand-by bus and driver will respond to the site of a breakdown for transfer of students. Drivers of stand-by vehicles must be able to operate the stand-by vehicles.

Section 4.02. CONTRACTOR will provide an annual inventory list of the vehicles used in the performance of this AGREEMENT at the beginning of each school year. The inventory list shall specify the make, model, manufacture date, vehicle identification number, and the rated passenger capacity, miles and type of each bus, including stand-by buses, used in the performance of the AGREEMENT. No deviations from this list shall be made unless the CONTRACTOR receives prior approval from the CONSORTIUM.

Section 4.03. CONTRACTOR will provide fleet for the term of this AGREEMENT including route buses plus a ten percent (10%) spare ratio.

Section 4.04. At a minimum, CONTRACTOR'S buses shall be equipped with:

- (i) Child Check/No Child Left Behind systems or other demonstrated equivalent automated systems (currently Zonar). Approval of alternative equipment is the sole responsibility of the CONSORTIUM;
- (ii) High back padded seats;
- (iii) Flashing stop arms;
- (iv) Two-way radios with band capacity sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the CONTRACTOR;
- (v) For vehicles that transport students with disabilities, and all vehicles that travel outside of the radio coverage area, cellular telephones operated consistent with State laws;
- (vi) Wheelchair lifts, car seats and safety harnesses required for students with disabilities;
- (vii) Global Positioning System ("GPS") as specified and provided by CONTRACTOR;
- (viii) Five (5) video surveillance cameras on every bus to capture, to the fullest extent possible, the students, the doorway, and the Driver. The video cameras must be operational at all times that the route is in progress.

Section 4.05. The CONTRACTOR shall also make available to CONSORTIUM or any relevant DISTRICT any video recorded on equipment installed on a bus. All camera use and viewing shall be consistent with the policies and procedures established by the CONSORTIUM and the individual DISTRICTS.

Section 4.06. All buses will be diesel fueled unless an exception is specifically approved by the CONSORTIUM.

Section 4.07. CONTRACTOR will maintain all school buses and related equipment in a safe, clean, and operable condition. CONTRACTOR will maintain records reflecting all maintenance and repair personnel who worked on each school bus. Every bus must pass any and all inspections and tests, and meet or exceed the standards, established by the laws and regulations of the State of Tennessee. CONSORTIUM will have the right at any time to inspect any equipment and maintenance records for purposes of assuring the CONTRACTOR'S compliance. CONTRACTOR will provide monthly reports summarizing the repairs made to the vehicles and related equipment. If Transportation Department determines that a bus used in the performance of the Services is in unsatisfactory condition, CONTRACTOR agrees to take the bus out of service until it has been brought up to operating standards and has been inspected and approved by an individual authorized by CONSORTIUM.

Section 4.08. CONTRACTOR will have a full maintenance program in effect which is either performed by their own trained employees or contracted with an outside maintenance provider. The maintenance program will include as a minimum:

- (i) Daily Pre-Trip inspections done in accordance with TDOT guidelines. CONTRACTOR will maintain a file of such inspection forms throughout the school year and provide copies to the CONSORTIUM upon request.
- (ii) Post-Trip inspection to identify any students left on the bus, including identification and return of any student to the appropriate stop.

Section 4.09. Unless otherwise agreed, CONTRACTOR will pay all expenses of transportation including, but not limited to, all maintenance, motor oil, lubricants, repair, and replacement expenses. Pursuant to Article 10, CONSORTIUM will provide all fuel pursuant to this contract.

Section 4.10. No bus used to perform this Agreement shall be older than twelve (12) years old. Under a previous agreement with CONSORTIUM, CONTRACTOR purchased 116 new buses ("New Buses"). The fleet of buses used to perform this Agreement shall consist of 22 type C wheel chair, C.E. White seat SS-CR or equivalent and air conditioning equipped special needs buses. CONTRACTOR agrees that all of the New Buses will remain in the fleet that services the CONSORTIUM under this Agreement, unless said bus is retired from service. All buses purchased or used to replace a bus during the term of this Agreement shall be of the same type. Type "D" buses shall be replaced with Type "D" and Type "C" buses shall replace Type "C" and shall be equipped with working air conditioning.

ARTICLE 5 INCLEMENT WEATHER/SCHOOL CLOSING

Section 5.01. If CONSORTIUM or any DISTRICT cancels any Services due to inclement weather, such as, but not limited to, snow, ice, or safety; or other emergency situations, such as, but not limited to, infectious disease control purposes or, regrouping after a violent attack on a student or teacher; pursuant to Section 4 of this AGREEMENT, CONTRACTOR will invoice CONSORTIUM or that DISTRICT, as appropriate, and CONSORTIUM or the DISTRICT agrees to pay a sum equal to 46% of the daily charges (to cover fixed costs) for each day Services are cancelled. CONSORTIUM or each DISTRICT shall have the option to cancel any scheduled trips upon notification to CONTRACTOR at least two (2) hours prior to the time of the departure from the overnight parking area.

Section 5.02. In the event of questionable road conditions, a CONSORTIUM or DISTRICT representative, with the advice and assistance of CONTRACTOR'S Director of Transportation, shall determine whether roads are passable and safe.

ARTICLE 6 FORCE MAJEURE

Section 6.01.

In the event CONTRACTOR is unable to provide transportation services herein specified because of any act of God, pandemic, epidemic, civil disturbance, fire, inclement weather, impassable roads, riot, war, picketing, strike, labor unrest, governmental action or any condition or cause beyond CONTRACTOR'S control, CONSORTIUM shall excuse CONTRACTOR from such performance. CONSORTIUM shall have the right to take over the operation of the school buses if CONTRACTOR is prevented from operating for the reasons described above, whether such school buses are supplied by CONTRACTOR or CONSORTIUM and may operate such school buses with school employees or other persons holding a Commercial Driver's License and such other licenses and qualifications as required by law as CONSORTIUM may deem appropriate until CONTRACTOR is able to resume its regular operations. CONSORTIUM during such operation shall maintain insurance at the levels set forth in this AGREEMENT to protect CONTRACTOR'S property. CONSORTIUM shall pay CONTRACTOR for the use of such school buses the compensation which would be incurred in securing the services of operating personnel and other such costs of operation; provided, however, that CONSORTIUM'S deduction of such costs and expenses shall not exceed the difference between the total compensation paid to CONTRACTOR for such school buses less CONTRACTOR'S fixed costs of operation. In the event that CONSORTIUM does not operate such school buses with its own personnel, as provided above, the compensation paid CONTRACTOR shall be reduced by the amount which would otherwise be payable with respect to the number of days during which the failure of performance continues. DISTRICT shall not be allowed to levy any damages or penalties, liquidated or otherwise, during the time and to the extent that CONTRACTOR is prevented from performing; and likewise, neither the CONSORTIUM nor the DISTRICT shall be required to pay CONTRACTOR if CONTRACTOR is prevented from performing.

ARTICLE 7 PERSONNEL

Section 7.01. CONTRACTOR will furnish Drivers for all of the buses used in providing transportation service. All Drivers will be qualified, competent, and trained in the operation of the buses they drive and in dealing with and handling students. All Drivers will have a Commercial Driver's License and such other licenses and qualifications as required by law. Each Driver will have a certified safe driving record and will have no felony convictions of any kind. Drivers cannot have been convicted of any offense listed in T.C.A. §49-5-413. CONTRACTOR will maintain current copies of Bureau of Motor Vehicle abstracts, conviction record transcripts (if not already on file with the CONSORTIUM), references on all Drivers, and provide summaries of these documents to the CONSORTIUM upon request. Copies of the current driving abstracts of all Drivers will be provided to the CONSORTIUM

Section 7.02. CONTRACTOR must provide all applicants with equal job opportunities on public contracts and prohibit discrimination against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. All CONTRACTOR solicitations and advertisements for employees will include the equal opportunity statement listed above.

Section 7.03. CONTRACTOR is required to submit a complete listing of bus Drivers along with their names and Drivers' license numbers (including endorsements), and addresses to the Transportation Department no later than the first Monday of August, or at least two (2) weeks before school starts, whichever is earlier, of each year of this AGREEMENT, and will update the listing upon employment of additional drivers. All terminations of employment by CONTRACTOR must be reported to the CONSORTIUM'S Transportation Department within two (2) business days of such terminations. CONTRACTOR must return to the CONSORTIUM'S Transportation Department the Certificates of Drivers who leave CONTRACTOR including an explanation for the departure. CONTRACTOR may not list employees such as dispatchers or mechanics as Drivers unless they are licensed and certified to operate a school bus.

Section 7.04. A summary of the physical examination form showing fitness for duty, the Tennessee Bureau of Motor Vehicles Driving Abstract, a current CONSORTIUM background report (if not already on file with the CONSORTIUM), and a pre-employment drug screen must be submitted for all new Driver applicants. Bureau of Motor Vehicle Driving abstracts must be obtained by CONTRACTOR every six (6) months.

Section 7.05. At no time may an individual drive a school bus prior to having met all of the standards established in this AGREEMENT. All Drivers must:

- (i) Be fit for duty and able to complete the essential functions of their jobs.
- (ii) Understand and speak English with proficiency.
- (iii) Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions which would limit safe operation of a school bus (the medical examination shall be conducted prior to employment and as required by law thereafter).
- (iv) Be trained in the operation of school buses and have knowledge of transportation laws and regulations prior to testing by the Tennessee Highway Patrol.
- (v) Hold a current Tennessee Commercial Driver's License with school bus and passenger endorsement in the appropriate vehicle class.
- (vi) Meet all factors concerning driver eligibility required by CONTRACTOR.

- (vii) Have a driving certificate issued by the State of Tennessee. A TEMPORARY CERTIFICATE IS NOT ACCEPTABLE without CONSORTIUM approval. This certificate must be evidenced by a driving endorsement on the employee's driver's license.
- (viii) Successfully complete CONTRACTOR'S Driver Training Program.

Maintain a professional demeanor including a clean, neat appearance. Drivers are expected to dress in a designated uniform consistent with CONSORTIUM standards and CONTRACTOR'S dress code policy. Minimum uniform standards will be defined prior to the start of each school year, and within thirty (30) days of new hire, every CONTRACTOR employee assigned to the CONSORTIUM shall receive two collared shirts and one cap (optional, but the only cap allowed), embroidered with the CONTRACTOR'S name and/or logo. The CONTRACTOR shall pay for the above items. The drivers will be responsible for providing and wearing one color (black, navy or tan) pants to complement the CONTRACTOR-provided shirt. This shirt and pants combination will serve as the driver uniform for the CONSORTIUM. Drivers may wear white or black turtlenecks under the uniform during the winter months. Specifically excluded are:

- a. Sleeveless shirts or Tank Tops
 - b. Short shorts or short skirts or dresses. All shorts, skirts, and dresses must touch the knee.
 - c. T-shirts or hats with inappropriate language or slogans.
 - d. Inappropriate footwear such as open-toed shoes or sandals.
- (ix) Visibly wear, at all times when driving or on CONSORTIUM property, a photo identification badge issued by CONTRACTOR.

Section 7.06. CONTRACTOR is responsible for ensuring that new Drivers meet all of the qualifications for school Bus Drivers as prescribed in this AGREEMENT. All new Drivers must be accompanied by an experienced Driver for a minimum of two days prior to driving solo. CONTRACTOR is responsible for assuring that new Drivers are competent and capable of operating their vehicles, particularly pick up and drop off procedures and managing students, prior to permitting the Driver to drive solo. At no time may a Driver who is not fully qualified as a Bus Driver transport children.

Section 7.07. All employees of CONTRACTOR coming into contact with students shall be fit for duty as required by law and able to complete the essential functions of their jobs. CONTRACTOR shall do everything reasonably possible to assure such qualities in its personnel. Swearing, vulgarity, undue familiarity, rowdiness, and gambling or any other unbecoming acts which might have a detrimental effect on the students shall be prohibited. CONTRACTOR shall not allow any person to drive a school bus who is not in a condition of mental and emotional stability. CONTRACTOR shall prohibit the use of controlled substances in the workplace (including prescribed medications), the uses of which might impair the safe conduct of CONTRACTOR'S business.

Section 7.08. Drivers assigned to transport students with disabilities, and students attending early intervention programs, will be given special training in the techniques of transporting such students. The CONSORTIUM and each DISTRICT reserve the right to place their own personnel on CONTRACTOR'S buses to assist students for physical, emotional, or disciplinary reasons. CONTRACTOR shall have no obligation to administer any medical treatment to any students.

Section 7.09. Drivers will not:

- (i) Wear headphones while driving a route.
- (ii) Use personal cellular or smart phones, including hands-free and wireless devices, or other portable communication devices either while the bus is in motion or while the driver is supervising the loading or unloading of students.
- (iii) Act in or engage in any behavior prohibited by law or CONSORTIUM or DISTRICT policies or procedures.
- (iv) Except as otherwise provided for in this AGREEMENT, deviate from the routes unless authorized by the CONSORTIUM'S Director of Transportation or an Approved Representative.
- (v) Back up buses on school property without adult supervision.
- (vi) Idle diesel engines in excess of 5 minutes in school loading or unloading zones, except when needed to operate a wheelchair lift or to cool or heat buses for the convenience of the students.
- (vii) Unless specifically waived by a parent in writing and communicated to CONTRACTOR, release any Pre-Kindergarten, kindergarten, or students with disabilities at a bus stop where there is no parent or designated guardian available to receive the student. In such event, Driver must contact the CONTRACTOR'S GM, provide the student's name, route number, and pickup location, and await instructions. The CONSORTIUM'S Standard Operating Procedure is to return the students to their pickup location at the completion of the route. In certain circumstances, the Driver will be instructed to drop off the student at an alternative location.

Section 7.10. CONTRACTOR must comply with all requirements of the Comprehensive D.O.T. Drug and Alcohol Testing Program as required by 49 CFR, Parts 40, 382, 391 and 392 and all bus Driver applicants must submit to a drug screen test prior to employment. At CONTRACTOR'S expense, "for cause" drug or alcohol testing as described in 49 C.F. R. Part 382 may be required at the discretion of the CONSORTIUM. Reports of "for cause" testing and the test results will be hand-delivered or faxed to the CONSORTIUM.

Section 7.11. CONTRACTOR will not provide or assign to CONSORTIUM any Drivers that it knows has been convicted of driving under the influence of alcohol or a prohibited substance within the past seven (7) years (or in accordance with CONTRACTOR'S policy, if more stringent). Any person who reports to drive a bus under the influence of drugs or alcohol will be removed immediately as a Driver for CONSORTIUM and will be removed from driving responsibilities pertaining to this Agreement. The use of stimulants, sedatives or any other substance, which will affect the bus Driver's judgment and driving ability during his/her route, is also prohibited.

Section 7.12. Any driver who refuses to participate in drug and/or alcohol testing or fails a drug test will be removed immediately as a driver for CONSORTIUM, reported to the CONSORTIUM within 24 hours and disciplined in accordance with CONTRACTORS policies up to and including termination. Such report will be hand delivered or faxed to the CONSORTIUM. CONTRACTOR must utilize a certified testing laboratory to document compliance with drug and alcohol policies.

Section 7.13. CONTRACTOR agrees that during the term of this AGREEMENT, any drug/alcohol testing program mandated by a Federal or State agency having regulatory authority and any additional testing established by the CONSORTIUM will become part of this AGREEMENT as if written herein.

Section 7.14. CONTRACTOR shall ensure that all of its employees who provide pupil transportation shall have first undergone and passed a criminal background check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation as required by T.C.A. §49-5-413. The CONTRACTOR will be invoiced by the CONSORTIUM at the then current rate established by the State for each employee fingerprinted (subject to price increases). No driver shall be allowed to drive until cleared to do so by the CONSORTIUM's Transportation Department. The CONTRACTOR shall not employ any person that has a criminal record check that indicates that such person has been convicted of an offense that, after July 1, 2007, is classified as a sexual offense or a violent sexual offense, as defined by Tennessee Code Annotated § 40-39-202, to perform Services under this AGREEMENT. CONTRACTOR will replace any bus Driver whose credentials check reveals violations such as a suspended Tennessee Commercial Driver's License, an expired School Bus Operator's Certificate, or false or illegally certified Certificate of Completion; said discovery will be reported immediately to CONSORTIUM by the CONTRACTOR.

Section 7.15. CONTRACTOR will promptly investigate all complaints of improper conduct on the part of any of its Drivers and will report the complaint and the results of the investigation to the CONSORTIUM and the affected DISTRICT. CONTRACTOR will provide the investigation results to CONSORTIUM and the DISTRICT, in writing, within 5 calendar days of completion. No person will be permitted to drive a bus if there is reason to believe that such person has engaged in any improper conduct with any student. CONTRACTOR will take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. The CONSORTIUM may require CONTRACTOR to reassign a Driver to a different bus route within the CONSORTIUM. If a Driver exhibits unsatisfactory behavior or poor driving in the performance of his/her duties, which in the opinion of the CONSORTIUM, warrants his/her removal from any bus under this AGREEMENT, CONTRACTOR must, at the request of the CONSORTIUM, remove the Driver from further service under this AGREEMENT. CONTRACTOR further agrees not to use Drivers in the performance of this AGREEMENT that, in the opinion of the CONSORTIUM, have exhibited unsatisfactory behavior or have had a prior accident record.

Section 7.16. All transportation personnel shall be the responsibility of the CONTRACTOR and shall be CONTRACTOR'S employees. All drivers, mechanics, and attendants must meet all legal and regulatory requirements for holding their respective positions and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the State of Tennessee. CONTRACTOR will be responsible for payment of all compensation and related fringe benefits under this AGREEMENT, inclusive of all applicable payroll taxes and deductions required by local, State, and Federal law, and all workers compensation taxes. The CONTRACTOR agrees to perform the Services required herein solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The CONTRACTOR is and will remain an independent contractor in its relationship to the CONSORTIUM and the DISTRICTS. Neither the CONSORTIUM nor the DISTRICTS shall be responsible for withholding taxes with respect to the CONTRACTOR'S employees' compensation. Neither the CONTRACTOR nor its employees shall have claims against the CONSORTIUM or the DISTRICTS for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Section 7.17. The responsibility for hiring and discharging CONTRACTOR'S personnel with respect to all obligations arising from this AGREEMENT shall rest entirely upon the CONTRACTOR, and the CONTRACTOR agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The CONTRACTOR further agrees that the CONSORTIUM or any DISTRICT'S Superintendent of Schools shall have the right to request removal of any person (driver, monitor, or office personnel) who in his/her opinion will detract from the safe and efficient operation of school buses and/or the safety of the pupils thereon under this AGREEMENT. The CONSORTIUM or any DISTRICT reserves the right, in the exercise of its sound discretion, to reject drivers or

monitors or to direct that they be replaced, without being limited to considerations of health and driving records. CONSORTIUM or the particular DISTRICT shall make such request in writing and state the reasons therefor, provided that such request does not violate applicable local, state, and Federal laws and regulations.

Section 7.18. CONTRACTOR will provide a "General Manager" ("GM") to oversee the entire CONSORTIUM operations who will function as a direct liaison to the CONSORTIUM on behalf of the CONTRACTOR. In addition, the GM will be responsible to the CONSORTIUM for any inefficient management practices at any of the CONTRACTOR'S terminals. CONTRACTOR will provide an "OPS Supervisor" (or similar function/title) that will have complete authority over the operation of the CONTRACTOR'S buses at each of the three (3) DISTRICT FACILITIES. The GM will be directly responsible for working with the CONSORTIUM'S supervisory personnel on all routing of buses and, as authorized by CONSORTIUM, contacts with parents regarding transportation problems under this AGREEMENT. The GM shall also be responsible for compliance with all CONSORTIUM transportation policies, all statistical studies and reports required by the CONSORTIUM and/or the State, including those items necessary for State Aid purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports. The GM, or his/her duly authorized designee(s), shall arrange with the CONSORTIUM to be available at the dispatching station during all hours that Services are being performed pursuant to this AGREEMENT, prior to the beginning of each day's hours of service, and for meetings with representatives of the CONSORTIUM. Sufficient management personnel shall be maintained and available from 6:00 a.m. to 6:00 p.m. when school is in session. The GM overseeing the terminal at any time when school is in session is precluded from any bus driver duties or from driving any bus. The GM (or designee) will remain at the terminal until all drivers have returned to the terminal, checked their buses, and reported that all students have been appropriately dropped off. The CONTRACTOR will also make available management personnel to respond to issues pertaining to night and weekend bus trips; the contact name and telephone number of said personnel shall be provided to the DISTRICTS for whom the services are being provided.

Section 7.19. CONTRACTOR will provide a "Safety Supervisor" who will be certified to train bus drivers. Additional trainers should be employed to meet the needs of the CONSORTIUM. The Safety Supervisor's responsibilities will include, but will not be limited to, driver training, daily oversight to ensure adherence to established practices and safety regulations, on-the-road driver performance reviews, and related functions. Safety Supervisor(s) shall not be assigned a regular run.

Section 7.20. Each driver and/or attendant performing Services pursuant to this AGREEMENT shall be involved in all Safety Programs that are or may be required by the laws, rules and regulations of the State of Tennessee. CONTRACTOR'S driver trainers shall personally travel each route with assigned drivers at least once a year to survey not only the driver's performance but route hazards and equipment efficiency. All drivers must participate in both classroom and on the road training programs devoted to safety, proper bus operation, special education needs, student discipline policies, rules and regulations, and first aid. Bus monitors provided by CONTRACTOR must participate in classroom training devoted to safety, proper student management techniques, special education needs, rules and regulations, and first aid. The CONTRACTOR will notify the CONSORTIUM of such training through a written report of the training and driver attendance.

Section 7.21. The CONTRACTOR shall submit to the CONSORTIUM a list of the names of all regular and substitute drivers and monitors employed to provide the Services required hereunder. Said list shall be updated upon the CONTRACTOR'S employment of new drivers by adding or deleting such information regarding any such driver or attendant hired or terminated after that date. Completed driver application forms are to be submitted to the CONSORTIUM, in a file, along with a certification that the CONTRACTOR'S GM has verified previous employment, reviewed driver's license and abstract, obtained letters of reference, completed fingerprint forms, obtained the applicant's authorization for a criminal background check, verified that CDL requirements have been followed, (including, but not limited to, the required CDL driving test and physical), provided the applicant with a minimum of fifteen

(15) hours in excess of State and Federal mandated school bus safety instruction, provided at least ten (10) hours of actual behind the wheel bus driver training (for new and rehire), and conducted a personal interview.

Section 7.22. The CONTRACTOR shall at all times have stand-by drivers available in the event of mechanical or other difficulties, or unavailability of regular drivers, to maintain and provide the services which are required under this AGREEMENT. The number of stand-by drivers shall not be fewer than ten percent (10%) of the number of drivers required to bring students to and from school on a regular basis. These drivers cannot be used for any other purpose without the express permission of the CONSORTIUM.

Section 7.23. The CONTRACTOR shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Similar drills for students shall be held under the general supervision of the CONSORTIUM at such times and in such fashion as may be required by the applicable regulations of this State or the law. CONTRACTOR, along with the respective driver and monitor, will be responsible for the safety and supervision of the students transported under this AGREEMENT.

Section 7.24. The CONTRACTOR shall provide dispatchers a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said dispatchers will maintain contact with the CONSORTIUM until the last student is off the last bus and the dispatchers notify the CONSORTIUM, by email or other method designated by the CONSORTIUM, that all of the students have been delivered to the designated drop-off point. The dispatchers may not have a regularly assigned route.

Section 7.25. (A) When CONTRACTOR is instructed by CONSORTIUM or a DISTRICT that a student's Individual Education Plan (IEP) so requires, each vehicle utilized in performing Services for any students with disabilities must have a monitor, in addition to the Driver, who is employed by the CONTRACTOR and properly trained by the relevant DISTRICT. Except for DISTRICT employees that the CONSORTIUM may assign as monitors, the CONTRACTOR shall be responsible for providing monitors under this AGREEMENT, at the cost set out in Exhibit A. Each such employee shall be fully capable of lifting and seating pupils when required. An IEP must be in existence, and instruction must be provided by the DISTRICT to CONTRACTOR, in cases where a special needs student is being required to ride a non-special needs bus. The instructions from the transportation portion of the IEP must be given to the CONTRACTOR in advance of the special needs student riding the bus. CONTRACTOR shall have no obligation to administer any medical treatment to students.

(B) CONTRACTOR understands that student records, including but not limited to IEPs and student disciplinary records, are subject to the Family Educational Rights and Privacy Act. CONTRACTOR agrees that neither it nor its employees will disclose any student's education record to any other party without the prior consent of the respective DISTRICTS and the respective student's parents (or if the student is 18 years of age or older, the student). CONTRACTOR agrees that no student's education record or the content contained therein may be used by the CONTRACTOR for any purpose other than performing its obligations under the terms of this Agreement. CONTRACTOR agrees to indemnify and hold harmless the Consortium and the respective DISTRICTS for any improper use or disclosure of any student's education record that is provided to CONTRACTOR and/or its employees under the terms of this Agreement.

Section 7.26. Each Driver and monitor performing Services pursuant to the AGREEMENT must undergo physical examinations required by law prior to employment. The physical examinations of CONTRACTOR'S drivers and monitors shall be at the CONTRACTOR'S expense. At the CONSORTIUM'S option, one or more physical exam reports may be reviewed and approved by the CONSORTIUM'S Physician before a CONTRACTOR'S Driver or monitor may be placed in service; incomplete or inadequate reports will be returned, and the driver's or monitor's service delayed until the appropriate information is provided. All employees shall also

be subject to any physical ability tests that may be mandated by Federal or State law during the term of this AGREEMENT.

ARTICLE 8 SAFETY PROGRAM/DRIVER TRAINING PROGRAM

Section 8.01. CONTRACTOR agrees that safety will be a primary factor in the performance of the Services. CONTRACTOR will comply with and observe in every respect all applicable policies of each of the DISTRICTS that make up the CONSORTIUM, all codes, laws or ordinances of the State of Tennessee, the United States government and all other uniform standards established for the protection and safety of the persons being transported.

Section 8.02. CONTRACTOR shall be responsible for implementing and maintaining comprehensive pupil transportation Safety and Driver Training Programs. A summary of the Safety Program shall be provided for review by CONSORTIUM.

Section 8.03. Driver training shall be the responsibility of CONTRACTOR. The Driver Training Program shall be written and implemented by the Safety Director and approved by CONSORTIUM. Continuous assistance from the State Department of Education relative to driver training is recommended. The number of hours shall exceed the minimum of hours required by law. The Driver Training Program shall include classroom instruction in school bus safety, pupil discipline, human relations, defensive driving, first aid, use of fire extinguisher, traffic laws, and policies and regulations of the DISTRICTS that make up the CONSORTIUM, and including behind-the-wheel school bus driving instruction. The CONSORTIUM reserves the right to prescribe training as deemed necessary for specific drivers to ensure the safety of students.

Section 8.04. All routes shall be driven prior to transporting pupils and shall be considered as part of the Driver Training Program. Acceptable dress, which includes shoes, as it pertains to transportation safety, will be incorporated in the Driver Training Program.

Section 8.05. School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The DISTRICTS, through the Superintendent of Schools, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb or roadside and at no time are students to be transported off the public highways, except in compliance with present practice or at the direction of the CONSORTIUM.

ARTICLE 9 STUDENT DISCIPLINE

Section 9.01. It is important that Drivers work with students and parents to maintain positive working relationships. CONTRACTOR will adhere to and enforce each DISTRICT's student transportation discipline policies and will cooperate in any student discipline hearings necessary for the enforcement of those policies, using the following guidelines:

- (i) Drivers should begin the school year by communicating the rules and regulations that apply to students riding the bus.
- (ii) CONTRACTORS shall cooperate with the CONSORTIUM in performing student head counts on the bus when requested by the DISTRICT. This head count will not be required more than four times annually.
- (iii) If a problem occurs, the Driver should attempt to work with the student, school and parent in the resolution of the problem. If resolution does not occur, the Driver should complete a "School Bus Conduct Notice" and provide it to the school administrator. These forms are supplied by the CONSORTIUM and each Driver should maintain a supply of forms on the bus. The individual DISTRICT within the CONSORTIUM dealing with the issue will consider appropriate disciplinary

action, including but not limited to suspension of ridership privileges, for any student receiving three (3) School Bus Conduct Notices in a school year

- (iv) Under no conditions may a Driver deny transportation to an eligible student. Transportation can only be denied by a school administrator.
- (v) CONTRACTOR will arrange with the school administrator for conferences as needed to work out student bus conduct.
- (vi) While on school premises, Drivers are expected to respond courteously and informatively to any questions from administrators. Any request from an administrator which conflicts with Transportation policies should be immediately referred to the Driver's supervisor.
- (vii) Authority to suspend or expel any student from transportation services rests solely with the individual DISTRICT dealing with the issue and may only be exercised in accordance with that DISTRICT'S policy. CONTRACTOR'S Drivers are responsible only for such discipline as is required to properly and safely operate the CONTRACTOR'S buses. Each Driver will handle all disciplinary matters in strict accordance with the individual DISTRICT within the CONSORTIUM's policy. All discipline problems will be reported in writing following completion of the route.

Section 9.02. As part of CONSORTIUM'S routing responsibilities, CONSORTIUM will use its best efforts to provide to CONTRACTOR all appropriate student data necessary for CONTRACTOR to perform its obligations hereunder within thirty (30) days of the start of school, but in no event shall said data be delivered later than fourteen (14) days before the beginning of school. Specifically, CONSORTIUM will provide CONTRACTOR a trip sheet for each route that includes the name, address, and bus stop for each student on the route. In addition, CONSORTIUM may require a photo identification card for each student that is assigned to a bus route. In such event, CONTRACTOR will require its drivers to check the photo identification cards to determine and comply with the eligibility requirements for an assigned route.

ARTICLE 10 FUEL COSTS

Section 10.01. CONSORTIUM shall furnish all fuel to be used in its performance of this agreement. CONSORTIUM shall pay all sales tax on fuel.

ARTICLE 11 CONTRACT PAYMENTS

Section 11.01. CONTRACTOR agrees that CONSORTIUM will pay for the Services at the Contract Prices set forth in Exhibit A. CONTRACTOR shall accompany each invoice for Services with a complete list of all Services accepted by CONSORTIUM under this Contract and correlate the Services to the Contract Price. The Contract Price will include all monthly recurring and usage charges, volume discounts, and non-recurring charges as applicable. The Contract Price will include all elements necessary to perform the Services (planning, application design, engineering, testing, wiring, termination, installation, and training), whether priced separately or bundled. Any no-cost items will be clearly identified with applicable rate schedule. CONTRACTOR agrees that elements of the Services for which there is no associated pricing will be considered no charge items.

Section 11.02. Payments for services rendered under the provisions of this AGREEMENT shall be made upon receipt of a proper itemized invoice. Each invoice sent by the CONTRACTOR shall designate the services and costs attributable to each DISTRICT, and each DISTRICT will be responsible for paying the amount attributed to them in the invoice or for resolving any dispute over the invoice with the CONTRACTOR. Such payments shall be made monthly on the basis of Services already rendered. The style and detail on said invoice shall be in written and/or electronic format acceptable to the CONSORTIUM. Invoices shall be submitted within

5 business days following the end of each month. Payment for invoices submitted late may be delayed until the following month. Such payments shall be made monthly on the basis of the number of buses required, and or students transported, at the service levels required by the transportation program. No payment will be made for stand-by buses unless used in actual service for additional runs. The number of buses paid for are those buses that the CONSORTIUM has approved for daily runs, special runs, or field trips. No payment will be made for buses that are scheduled to operate but that fail to provide Services due to mechanical problems, driver shortages, or similar operating issues that are deemed by the CONSORTIUM to be under the control of the CONTRACTOR.

Section 11.03. The CONTRACTOR shall maintain records during the term of the AGREEMENT of the daily Services provided to the CONSORTIUM on a route-by-route basis and shall submit such records upon request by the CONSORTIUM for audit in support of each of the monthly invoices. As stated herein, length of day for each bus shall be determined by the CONSORTIUM consistent with the route schedules and detail contained in this AGREEMENT.

Section 11.04. In consideration for Services provided by the CONTRACTOR, CONSORTIUM shall pay to CONTRACTOR all sums due and owing no later than the thirtieth (30th) day after the end of each month. CONTRACTOR will submit to CONSORTIUM a statement of its services rendered during the preceding month. Such statement will reflect any and all credits to which CONSORTIUM may be entitled under any of the terms of this AGREEMENT. After verification of the statement, CONSORTIUM shall pay CONTRACTOR (or its agent for receipt of payment) the verified amount. Payment by credit card is accepted but requires an increase in the invoiced amount of two and one-half percent (2.5%) to cover processing fees. In the event sums due and payable are not received within thirty (30) calendar days, a late charge of one and one-half percent (1.5%) per month of the outstanding balance will be assessed upon the account. In the event such sums are not received within sixty (60) days, CONTRACTOR may discontinue service for that DISTRICT until such time as the CONTRACTOR has received all sums due. However, if CONSORTIUM or the DISTRICT has provided CONTRACTOR with a written accounting of a set-off as contemplated in Section 11.05, CONTRACTOR shall not discontinue services if any invoiced amounts remain in dispute [or until resolution of any invoiced amounts that are in dispute]. If CONTRACTOR discontinues service for a DISTRICT due to nonpayment, then CONTRACTOR may adjust the prices in Exhibit A to cover any additional costs CONTRACTOR incurs based on a reduced volume of routes being run.

Section 11.05. Notwithstanding anything to the contrary in this AGREEMENT, and in addition to the other rights of CONSORTIUM and DISTRICTS hereunder with respect to disputing invoices or withholding amounts, CONSORTIUM and/or DISTRICTS, in their sole discretion, may set off against any and all amounts otherwise payable to CONTRACTOR pursuant to any of the provisions of this AGREEMENT: (i) any and all amounts claimed by CONSORTIUM and/or DISTRICTS in good faith to be owed by CONTRACTOR to CONSORTIUM and/or DISTRICTS pursuant to any of the provisions of this AGREEMENT; and (ii) any and all amounts that CONSORTIUM and/or DISTRICTS believe in good faith that is not owed to CONTRACTOR pursuant to any of the provisions of this AGREEMENT. Within twenty (20) calendar days after any such set-off by CONSORTIUM and/or DISTRICTS, CONSORTIUM and/or DISTRICTS shall provide CONTRACTOR with a written accounting of such set-off, a written statement of the reasons therefor, and a reasonable opportunity to meet and discuss the claimed set-off. In the event CONTRACTOR does not agree with the set-off applied, CONTRACTOR may contact CONSORTIUM and/or DISTRICTS to seek equitable resolution or exercise their right under applicable law.

Section 11.06 Notwithstanding any contrary statements in this AGREEMENT or in any documents incorporated herein by reference, in the event any Federal, State, local or other governmental body's statutes, laws, rules, regulations or requests materially impact CONTRACTOR's methods and/or costs in connection with the provision of services hereunder (e.g., changes in healthcare or other benefits requirements, changes in equipment requirements, changes in service requirements, changes in unemployment insurance benefit requirements, adding seatbelts, etc.) during the term of the AGREEMENT, CONTRACTOR, upon written notice to CONSORTIUM, may request a renegotiation of this AGREEMENT which shall be conducted in good faith. Such

renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to this AGREEMENT resulting from such renegotiations must be set forth in writing, signed by the parties hereto, and shall become effective on a mutually agreed upon date.

ARTICLE 12 FACILITIES

Section 12.01. The Collierville, Bartlett and Arlington DISTRICTS agree to provide bus lots within the boundaries of the aforementioned DISTRICTS comparable to those facilities existing as of the date of this Agreement ("CONSORTIUM FACILITIES").

Section 12.02. CONTRACTOR will be permitted, during the term of this AGREEMENT, the use of the CONSORTIUM FACILITIES for parking, dispatching, storage, maintenance, and repair of school buses and other vehicles, office use, and such other lawful uses as are reasonably incidental to the operation of a school bus company and the performance of this Agreement. CONTRACTOR shall be responsible for tenantable, non-structural repairs to the improvements such as interior repair, including repair of broken windows. The CONTRACTOR will be responsible for the cost of heat, air conditioning, electricity, water, sewer, or other utility charges, including telephone and internet usage. The relevant DISTRICT shall be responsible for capital improvements, including but not limited to building structure, roof, plumbing and sewers, HVAC, flooring and parking lot.

Section 12.03. In fulfilling the obligations of this AGREEMENT, care must be exercised by the CONTRACTOR to avoid damage to the CONSORTIUM FACILITIES, and to any of the buildings, equipment, driveways, or other property of the DISTRICT. The CONTRACTOR shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the CONTRACTOR or its employees. The CONSORTIUM FACILITIES shall be inspected by the relevant DISTRICT and CONTRACTOR at the beginning of this AGREEMENT, and at the termination of this AGREEMENT, with the CONTRACTOR being liable for any repairs not attributed to day-to-day operations, reasonable wear and tear excepted. Reasonable wear and tear wherever referenced herein means the deterioration that naturally and inevitably occurs as a result of the ordinary and normal wear and aging from the passage of time having regard to the CONTRACTOR's use of the CONSORTIUM FACILITIES.

Section 12.04. The CONTRACTOR shall not be responsible for any real property taxes or ad valorem water or sewer taxes. The relevant DISTRICT shall continue to be responsible for major structural maintenance, including building structure, roof, plumbing and sewers, HVAC, flooring, parking lots, sidewalks, and plumbing, wiring, renovations, or repairs.

Section 12.05. The CONTRACTOR shall be responsible for maintaining CONSORTIUM FACILITIES in compliance with all laws, ordinances, and/or regulations, and the CONTRACTOR shall be solely responsible for any environmental clean-up or remediation due to CONTRACTOR'S use of the CONSORTIUM FACILITIES only if the contamination is proven to have been caused by CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the DISTRICTS harmless from any causes of action, damages or claims arising from environmental contamination proven to have been caused by CONTRACTOR.

Section 12.06. The relevant DISTRICT shall maintain all storage tanks located on the CONSORTIUM FACILITIES, whether buried or above-ground, in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities.

Section 12.07 CONTRACTOR shall have 30 days to vacate CONSORTIUM FACILITIES after the last day of operation even if this date is after the term of this Agreement.

- a. CONTRACTOR shall comply with all applicable Federal, State and local environmental quality laws, regulations, rules, policies, and rulings related to its use, maintenance and operation of the CONSORTIUM FACILITIES at all times during this AGREEMENT (but not to the exclusion of the relevant DISTRICT'S ongoing responsibilities, which include but are not limited to all storage tank maintenance, repairs, testing, registration, permitting and financial assurances) after the relevant DISTRICTS comply with the testing, inspection, and initial repair or replacement provisions herein on the following terms and at the expense of the relevant DISTRICT.
- b. CONTRACTOR hereby agrees to indemnify and hold the DISTRICTS harmless from and against any loss, cost, or expense, including reasonable attorneys' fees, damages, claims, or liability arising out of or related to the willful or negligent acts of CONTRACTOR related to environmental quality matters affecting the CONSORTIUM FACILITIES, but only to the extent that such damage or claim arose out of the willful or negligent acts of CONTRACTOR.
- c. In the event that a tank develops a leak during the term of this AGREEMENT after such DISTRICT complies with the testing, inspection, and initial repair or replacement provisions herein, such DISTRICT shall make any needed repairs, modification, tank replacement and environmental clean-up required as a result of any future tank test reports(s) and in order to comply with all current and future Federal, State and local requirements.
- d. In the event that a tank is required to be taken out of service due to a leak or in order to comply with environmental quality requirements during the term of this AGREEMENT, and CONTRACTOR is then required to fuel vehicles at a location off the DISTRICT FACILITIES, the relevant DISTRICT shall reimburse CONTRACTOR for the other costs associated with such fueling including extra personnel and mileage expenses, for the duration of such period.
- e. CONTRACTOR shall have no liability for any matters relating to hazardous or toxic conditions of the DISTRICT FACILITIES, environmental cleanup and disposal, or of violations of environmental quality laws (except for liability arising out of or related to the willful or negligent acts of CONTRACTOR).

Section 12.08. Each DISTRICT reserves the right to require CONTRACTOR to relocate from any of the CONSORTIUM FACILITIES provided by the respective DISTRICT at said respective DISTRICTS' sole cost and expense, with no additional costs, direct or indirect, to be incurred by CONTRACTOR resulting from the relocation, including but not limited to rental expense. In the event that some or all of the CONSORTIUM FACILITIES become unavailable or are no longer used as a transportation facility, then the CONTRACTOR shall be responsible for identifying and selecting a reasonable replacement facility at its sole expense, in consultation with the CONSORTIUM. The CONSORTIUM and the CONTRACTOR will reasonably negotiate additional terms and conditions to this Agreement to reimburse the CONTRACTOR for the additional expense of obtaining a replacement transportation facility.

ARTICLE 13 OPERATIONAL MATTERS

Section 13.01. (a) Communications: The CONTRACTOR must provide a private telephone number to allow the CONSORTIUM and the DISTRICTS immediate, direct access to the CONSORTIUM FACILITIES, and after-hours telephone names and telephone numbers to be used in the case of after-hours emergencies. The CONTRACTOR is required to provide one designated emergency phone number that will be manned by CONTRACTOR management personnel or a contracted answering service, and answered at all times 24/7, a fax machine in the terminal, and shall provide said number to the CONSORTIUM. Additionally, the CONTRACTOR is required to have access to internet communications and periodically throughout school days check an email address that the CONTRACTOR will supply to the CONSORTIUM. CONTRACTOR shall provide at least 45 minutes advance notice to the respective DISTRICTS if a bus will be late due to a no-call, no-show, absence or tardiness of a driver.

a) Tolls: The cost of tolls incurred by CONTRACTOR for regularly scheduled routes, or for extra-curricular events, will be reimbursed monthly by the CONSORTIUM upon presentation and validation of receipts.

(b) Advertising: Vehicles used in performance of this AGREEMENT to transport students of the CONSORTIUM shall not be used to display, either inside or outside of the vehicle, any commercial advertisement without the proper written authorization of the CONSORTIUM.

(c) CONSORTIUM Operating Policies: CONTRACTOR shall conform to and abide by the policies, rules, and regulations of the CONSORTIUM and the DISTRICTS as set out in the present written policies and rules of the CONSORTIUM and/or DISTRICTS, relative to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the CONSORTIUM and/or the DISTRICTS.

(d) Driver Training and Additional Training: All bus Drivers and monitors must receive and participate in required safety instruction as outlined in Federal and State laws and regulations, and any requirements of the Department of Transportation or the Department of Motor Vehicles. The cost of such instruction shall be paid by the CONTRACTOR. Additionally, Drivers and bus monitors assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers and monitors shall also receive training on the proper methods of securing each type of wheelchair transported under this contract, prior to being placed on vehicles so equipped. Copies of driver and attendant training plans shall be provided to the CONSORTIUM'S Transportation Manager.

(e) Emergency Bus Drill: The CONTRACTOR shall be responsible for providing training and instruction to the Drivers and attendants with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. Such drills shall be held at such times and in such fashion as may be required by law. The CONTRACTOR shall, when requested, provide a bus and driver for student emergency bus evacuation drills, according to State regulations, as well as new student bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the CONSORTIUM.

(f) Emergency Closings: The CONTRACTOR will be required to consult with each DISTRICT'S Superintendent or her/his designee, during times of inclement weather, about road conditions and the potential of delaying or closing school. The CONTRACTOR shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of said DISTRICT. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations within the CONSORTIUM be more than one (1) hour after notification is given to the CONTRACTOR by the CONSORTIUM.

(g) CONTRACTOR'S Monthly Reports: The CONTRACTOR shall deliver to the CONSORTIUM written reports of operations on a monthly basis, or more frequently as required by the CONSORTIUM. Said reports shall include matters such as: actual performance related to scheduled performance, student discipline matters, specific driver and attendant training programs, driver discipline matters and related documentation, regular and activity driver hours and trips, accidents, and other items related to the performance of the AGREEMENT. The CONTRACTOR and the CONSORTIUM shall meet prior to August 1st of each school year to finalize the monthly report information to be included. Reporting may be in electronic or written formats, as required by the CONSORTIUM, to be submitted via email or web-based applications. Methodology utilized for measuring performance may be any combined usage of available technologies, such as GPS tracking devices, student ID cards, and proprietary scoring systems.

(h) Accidents: The CONTRACTOR will follow all practices that have been established by CONSORTIUM for procedural responses to school bus accidents and incidents. In the event of any accident or incident involving the operation of a school bus, and/or injury to any student(s) while on the bus, or while loading or unloading the bus, the CONTRACTOR must immediately (not to exceed one hour from time of accident/incident) notify the appropriate Superintendent of Schools or his/her designee, and the State Department of Transportation, the Motor Vehicles Department, local Police authorities, and any other appropriate agencies as required. All other written reports are to be filed immediately with the appropriate agencies and copies forwarded to the CONSORTIUM'S Transportation Coordinator. The CONSORTIUM reserves the right to participate actively in review of any accident or incident of a vehicle in which its students are being transported. Failure to immediately report any accident/incident to the CONSORTIUM may result in termination of this contract. The CONTRACTOR will adhere to the drug and alcohol testing policy and procedures for CONSORTIUM drivers, provided that they do not conflict with any State requirements.

(i) Student Discipline Matters: In addition to monthly reports, in the event of any student discipline matter involving CONSORTIUM students, the CONTRACTOR shall immediately notify the CONSORTIUM in the manner as prescribed by policy and procedure of each of the DISTRICTS that make up the CONSORTIUM. The CONTRACTOR shall follow the discipline operating procedures as defined by the CONSORTIUM and/or each of the DISTRICTS that make up the CONSORTIUM. Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect for the DISTRICTS that make up the CONSORTIUM during the term of this AGREEMENT. It is of paramount importance that drivers and monitors maintain good order on the school buses. Drivers and/or monitors may be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. If requested by the CONSORTIUM, attendance is mandatory and failure to attend may cause withdrawal of the CONSORTIUM'S certification of any driver or monitor who fails to do so. The CONTRACTOR shall be responsible for the cost of such attendance.

(j) Driver's Daily Reports: Each bus driver shall be responsible for filing a daily report form each day that includes the mechanical condition of the bus and their pre-trip verification. Said forms are to be kept on file by the CONTRACTOR and made available to the CONSORTIUM's Transportation Manager.

(k) Rights To Property: As a condition of this AGREEMENT, the CONTRACTOR agrees to allow CONSORTIUM Administrative personnel on any property connected with the service provided to the CONSORTIUM for the purpose of inspection at any time. Furthermore, it is agreed that if it is deemed necessary by the CONSORTIUM, due to inadequate service or poor performance, Dispatch or Management personnel may be supplied by the CONSORTIUM to work directly with the CONTRACTOR'S management or dispatching personnel at the CONTRACTOR'S location(s) connected with this AGREEMENT. The cost of such personnel will be deducted from payments due the CONTRACTOR. The CONTRACTOR shall also make the garage facility available for inspection of equipment by school personnel.

(l) Cooperative Transportation: Only those children, adults or other person(s) authorized by the CONSORTIUM to be transported shall be transported under this AGREEMENT.

(m) Ownership of Computer Programs and Data. All operational records created by CONTRACTOR, including, but not limited to audio, digital and video recordings are, and shall be, at all times, the exclusive property of CONTRACTOR. CONSORTIUM'S access to these records are subject to Article 18. Video footage collected by video cameras installed inside school buses shall be kept for ten (10) calendar days. CONTRACTOR shall provide DISTRICTS requesting video footage with video footage collected on video cameras within the school bus assigned to the requesting DISTRICT.

(n) CONTRACTOR will ensure that any information provided by the CONTRACTOR to staff, parents, students or other stakeholders of the Consortium or the DISTRICTS is accessible to individuals with disabilities.

ARTICLE 14 DISPUTES

Section 14.01. The CONSORTIUM must be notified within three (3) business days of discovery of any changes in operating requirements that will result in a change in AGREEMENT compensation. Failure by the CONTRACTOR to notify the CONSORTIUM of such changes will result in the loss of any additional compensation that may be due to the CONTRACTOR pursuant to these specifications.

Section 14.02. The parties shall deal in good faith and attempt to resolve potential disputes informally. All disputes, for which Tennessee law does not otherwise specify a dispute resolution process, shall immediately be brought to the attention of the parties' respective representatives. If the dispute persists, and the representatives are not able to agree on a resolution to any particular issue within ten (10) calendar days after the dispute initially became known to each party, then either party may submit the dispute to a leadership group consisting of the DISTRICTS' Superintendents or their designees and CONTRACTOR Senior Management for resolution. This leadership group will convene in person or by telephone within three (3) business days after the dispute is submitted to the leadership group. If the leadership group cannot resolve the dispute, the CONTRACTOR, the CONSORTIUM, and/or the DISTRICTS may take appropriate legal action.

ARTICLE 15 COMPLIANCE WITH LAWS

Section 15.01. In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the CONSORTIUM requires any person, organization, group or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including responses) to comply fully with Title IX.

TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

Section 15.02. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND SECTION 504 OF THE REHABILITATION ACT OF 1973. CONTRACTOR agrees that it, and its employees, agents and subcontractors, will comply at all times during the term of this AGREEMENT with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination against any person who is qualified with a disability).

ARTICLE 16 NON-PERFORMANCE DAMAGES

Section 16.01. CONTRACTOR shall perform the Services at the levels of quality, completeness, accuracy, timeliness, responsiveness and efficiency that are consistent with the service levels. For each occurrence of a no-show route, doubling of routes more than two (2) times per month, per DISTRICT, failure to provide at least forty-five (45) minute advance notice to the respective DISTRICTS if a bus will be late due to a no-call, no-show, absence or tardiness of a driver, a student being left unattended on a bus after AM or PM route, the CONTRACTOR misses any morning stop for two (2) days during a calendar month, (as validated by GPS), CONTRACTOR drops off a kindergartener or first grader without Proper Supervision, or is thirty (30) minutes late for Field Trip pickup, where CONTRACTOR arrives more than thirty (30) minutes late for pickup or more than thirty (30) minutes late for return home, CONTRACTOR shall be liable to the affected DISTRICT in the amount of \$ 500.00 per occurrence.

Section 16.02. During the term of this AGREEMENT, the CONSORTIUM will provide the CONTRACTOR notice of intent to assess penalties and provide the CONTRACTOR an opportunity to respond to the CONSORTIUM's and/or DISTRICTS' determination within forty (40) calendar days of the event occurring. Failure to notify CONTRACTOR within forty (40) calendar days shall relieve CONTRACTOR of the obligation to pay liquidated damages for such event.

ARTICLE 17 INSURANCE/INDEMNIFICATION/ACCIDENTS/INCIDENTS

Section 17.01. CONTRACTOR must provide a certificate of insurance signed by an employee of the insurer(s) providing coverage, with the authority to bind the insurer(s) stating that no less than the minimum limits of insurance required in this AGREEMENT will be met. The insurance carrier must be a Tennessee admitted carrier and must be rated in A.M. Best's Insurance Guide as a "secured" carrier or better.

Section 17.02. Minimum amounts for each bus or vehicle operated shall be for claims arising under the contract:

- (i) Automobile Insurance. Symbol "1", covering all automobiles and buses, including hired and non-owned vehicles is preferred. However, at the CONSORTIUM'S discretion, alternative symbols will be considered. The CONSORTIUM and/or DISTRICTS retain the right to make inquiries to the CONTRACTOR, its agents or broker and insurer(s) directly. Limits shall be five million dollars (\$5,000,000.00) per occurrence. Coverage at least equal to ISO form #CA 00 01 12 93 or the current edition of said form approved in the State. The Automobile Insurance policy will not contain a punitive damages exclusion. CONTRACTOR agrees to Waive Right of Subrogation in favor of CONSORTIUM and/or DISTRICTS under Automobile Insurance.
- (ii) Commercial General Liability with limits of at least one million dollars (\$1,000,000.00) per occurrence/ two million dollars (\$2,000,000.00) aggregate. Coverage for bodily injury, property damage, sexual misconduct, products/completed operation, personal injury and advertising injury. Coverage at least equal to ISO form #CG 0001 10 93 or the current edition of said form approved in the State. The Commercial General Liability policy (1) will not contain an exclusion for assault and battery subject to the CG 0001 form and (2) will not contain a punitive damages exclusion. CONTRACTOR agrees to Waive Right of Subrogation in favor of CONSORTIUM and/or DISTRICTS under Commercial General Liability.
- (iii) Ten million dollars (\$10,000,000.00) per occurrence Umbrella or Excess Liability Coverage. No aggregate. Must at least follow form of underlying coverage. The liability limits can be accomplished by a combination of primary and excess policies, if needed. CONTRACTOR agrees to Waive Right of Subrogation in favor of CONSORTIUM and/or DISTRICTS.
- (iv) Workers' Compensation and Unemployment Insurance coverage covering all employees in amounts as required by Tennessee State Law. CONTRACTOR agrees to Waive Right of Subrogation in favor of CONSORTIUM and/or DISTRICTS under Workers Compensation.
- (v) Employers' Liability with limits of \$1,000,000 Bodily Injury by accident, each accident; \$1,000,000 Bodily Injury by disease, policy limit; \$1,000,000 bodily injury by disease each employee.
- (vi) Fidelity or Employee Theft with limits of \$1,000,000 per occurrence.

Section 17.03. Said policy or policies shall be primary to any policies of insurance available to the CONSORTIUM and/or DISTRICTS and must contain thirty (30) days prior notice to the CONSORTIUM of cancellation. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the CONTRACTOR hereby agrees to effectuate the naming each of the DISTRICTS as an additional insured on the CONTRACTOR'S insurance policies, with the exception of Worker's Compensation. The policy naming each of the DISTRICTS as an additional insured shall state that the CONTRACTOR'S coverage shall be primary coverage for the CONSORTIUM, the DISTRICTS, their respective Boards of Education, employees, and volunteers. CONTRACTOR shall self-insure any applicable deductibles, and the CONTRACTOR shall also agree to indemnify the DISTRICTS for any applicable deductibles. Additional insured status shall be granted by ISO endorsement CO 2026, CG 20 10 or its equivalent.

Section 17.04. The limits outlined above are strictly minimum amounts. The CONSORTIUM encourages the use of higher limits and assumes no liability in the event that claims are presented against the CONTRACTOR for amounts in excess of these minimum limits.

Section 17.05. The CONTRACTOR shall deposit with the CONSORTIUM satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual Certificates of Insurance evidencing insurance coverage shall be provided to the CONSORTIUM no later than thirty (30) days prior to the start of each contract year. It is the CONTRACTOR'S responsibility to initiate this submission, and the lack of any specific request from the CONSORTIUM does not eliminate the mandate.

Section 17.06. All insurance certificates shall state that the policy will not be cancelled without thirty (30) days written notice to each of the DISTRICTS in the CONSORTIUM. Such certificates shall show the name and address of the insured CONTRACTOR, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage is excluded by special or manuscript endorsement. The CONSORTIUM reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages after first requesting said explanation from the CONTRACTOR and the CONTRACTOR agrees to assist in obtaining any such desired information. CONTRACTOR acknowledges that failure to provide the mandated insurance on behalf of the CONSORTIUM and the DISTRICTS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the CONSORTIUM.

Section 17.07. The CONTRACTOR shall provide proof of insurance coverage on DISTRICT FACILITIES, as well as garage liability coverage.

Section 17.08. Each DISTRICT in the CONSORTIUM shall be furnished a Certificate of Insurance for such liability insurance coverage. The Certificate shall state that such coverage shall not be canceled before giving CONSORTIUM and the relevant DISTRICT thirty (30) days' notice by certified mail or registered letter. Any injury or accident involving students shall be reported to the CONSORTIUM and to the relevant DISTRICT by the fastest means and confirmed in writing as soon as possible.

Section 17.09. To the extent caused by CONTRACTOR, CONTRACTOR agrees to hold harmless, defend, and indemnify CONSORTIUM, or any officer, Agent, servant or employee of any of the DISTRICTS that make up the CONSORTIUM from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

(A) Any injury to person or damage to property sustained by the CONTRACTOR, its agents, servant, or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, except for such injury or damage arising out of the negligence or willful misconduct of the CONSORTIUM and any of the DISTRICTS that make up the CONSORTIUM, and their officers, agents, servants, or employees;

(B) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent act, default, error or omission of the CONTRACTOR, its agents, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under this AGREEMENT. The assumption of indemnity, liability and loss hereunder shall survive CONTRACTOR'S completion of service or other performance hereunder and any Termination of this AGREEMENT. CONTRACTOR at its own expense and risk shall defend any legal proceedings that may be brought against CONSORTIUM, any of the DISTRICTS that make up the CONSORTIUM, or any officer, agent, servant, or employee of the CONSORTIUM or any of the DISTRICTS that make up the CONSORTIUM on any such claim or demand, and shall satisfy any judgment that may be rendered against CONSORTIUM, any of the DISTRICTS that make up the CONSORTIUM, or any officer, agent, servant, or employee of the CONSORTIUM or the DISTRICTS that make up the CONSORTIUM arising out of any such claim or demand. This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand of whatever name or nature, notwithstanding that CONTRACTOR may deem the same to be frivolous or without merit. It is intended that this AGREEMENT be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by CONTRACTOR; provided however, this indemnification, defense and hold harmless agreement shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand arising out of the negligence or willful misconduct of the CONSORTIUM, its officers, agents, servants or employees.

Section 17.10. In fulfilling the obligations of this AGREEMENT, care must be exercised by the CONTRACTOR to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the CONSORTIUM. The CONTRACTOR shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the CONTRACTOR or its employees.

ARTICLE 18 RECORDS AND REPORTS/RIGHT TO AUDIT

Section 18.01. CONTRACTOR shall provide those reports and records which may be reasonably requested by CONSORTIUM, necessary for proper payment, necessary for evaluation of the transportation services provided to CONSORTIUM and/or to meet all CONSORTIUM or State requirements. All such records shall be open to inspection by CONSORTIUM or its representative during regular business hours in CONTRACTOR'S office.

Section 18.02. CONTRACTOR shall maintain an acceptable record of timely pickups and delivery of students.

Section 18.03. Without limiting any examination or audit rights, or other rights of CONSORTIUM set forth in the AGREEMENT, CONTRACTOR agrees that CONSORTIUM, or its designated representative, shall have the right to audit, review and copy any records and supporting documentation pertaining to performance of and invoicing under this AGREEMENT and to audit the practices and facilities used by CONTRACTOR to provide the Services and related operational matters. CONTRACTOR agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is stipulated or required by law. CONTRACTOR agrees to allow the auditor(s) access to such records and facilities during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, CONTRACTOR agrees to include an equivalent right of CONSORTIUM to audit records and facilities and interview staff in any subcontract related to performance of and invoicing under this AGREEMENT.

Section 18.04. For avoidance of doubt, audits may include those conducted by personnel of CONSORTIUM, or its designated representative, in the performance of

AGREEMENT oversight responsibilities in reviewing invoices, monthly fiscal management and/or other required reports. If an audit reveals that CONTRACTOR has overcharged CONSORTIUM for Services during the period to which the audit relates, then CONTRACTOR shall promptly refund such overcharges to CONSORTIUM as appropriate.

Section 18.05. If any audit reveals an inadequacy or insufficiency of CONTRACTOR'S performance, including performance in connection with any security obligations of CONTRACTOR as set forth in this AGREEMENT, CONTRACTOR shall promptly develop and provide to CONSORTIUM, for approval, a reasonable and detailed corrective action plan and promptly thereafter implement such plan in accordance with its terms.

Notwithstanding anything to the contrary in this Article 18, CONSORTIUM or any auditing body or its designated representative, agrees that it will not exercise the audit rights described in Section 18.03 above for purposes of conducting an enterprise-wide audit of CONTRACTOR'S performance under this AGREEMENT more than once per calendar year; however, any follow-up reviews or other investigations related to an audit initiated under this Section may be conducted at any time and from time to time.

Section 18.06. Where CONTRACTOR conducts an internal audit of CONTRACTOR'S performance under this AGREEMENT which shows any significant failures by CONTRACTOR to meet its obligations hereunder, CONTRACTOR shall provide to CONSORTIUM a written summary describing in reasonable detail such findings of such internal audit. If CONTRACTOR determines at any time that it has overcharged CONSORTIUM, then CONTRACTOR shall promptly provide to CONSORTIUM a credit equal to the amount of such overcharge.

Section 18.07. CONTRACTOR agrees that (i) CONSORTIUM or its delegate will have the right to obtain, copy and review all CONTRACTOR billing records related to the Deliverables and Services provided hereunder, and (ii) CONSORTIUM may forward audit results showing billing or rate discrepancies to any applicable governmental authority, including, without limitation, the State of Tennessee's Comptroller's office.

ARTICLE 19 INTENTIONALLY LEFT BLANK

ARTICLE 20 INTENTIONALLY LEFT BLANK

ARTICLE 21 TERMINATION FOR DEFAULT

Section 21.01. Either party may, subject to the provisions of Article 6 titled "Force Majeure," by written notice of default to the other party, terminate this AGREEMENT in whole or in part if the other party fails to:

- (i) Perform the Services within the time specified in the AGREEMENT or any amendment thereto;
- (ii) Make progress toward an effective cure, so that the lack of progress endangers performance of this AGREEMENT; or
- (iii) Perform in accordance with any of the other provisions of this AGREEMENT.

Section 21.02. The right to terminate this AGREEMENT under Section 21.01 above, may be exercised if (i) the failure constitutes a material breach of this AGREEMENT and if the defaulted party does not cure such failure within the time frame stated in the cure notice, which in no event will be less than fifteen (15) calendar days, unless a shorter period is

specifically set forth elsewhere under this AGREEMENT; or (ii) there are repeated or numerous failures by a party for which the other has provided notice, which repeated failures collectively constitute a material breach of this AGREEMENT. Notwithstanding the foregoing, the Parties hereby agree that each of the following events shall be deemed a material breach by CONTRACTOR, subject to immediate termination without the benefit of a cure period:

- (i) Any act or omission by the CONTRACTOR in the performance of the Services evidencing a clear disregard for the safety or well-being of a student or other rider;
- (ii) Misconduct resulting in the submission of inaccurate reports or invoices that result in a material adverse financial impact on CONSORTIUM;
- (iii) Failure to report within the timelines established by CONSORTIUM any accidents, any incidents involving weapons, assault or injury, or in any instance that students are required to offload and transfer to another bus;
- (iv) Any modifications or alterations to a purchase order by CONTRACTOR that were not authorized or approved by CONSORTIUM; and
- (v) CONTRACTOR'S refusal to provide the Services requested for reasons other than safety, emergencies or a DISTRICT'S failure to pay amounts due as provided in Section 11.04 herein.

Section 21.03. If CONSORTIUM terminates this AGREEMENT in whole or in part pursuant to this Section, it may acquire from an alternative provider, under terms and in the manner CONSORTIUM considers appropriate, Services similar to those terminated, and CONTRACTOR will be liable to CONSORTIUM for CONSORTIUM'S cost to cover in excess of what CONSORTIUM would have paid CONTRACTOR. However, CONTRACTOR shall continue to provide all Services not expressly terminated by CONSORTIUM.

Section 21.04. If the AGREEMENT is terminated for default, upon direction of CONSORTIUM, CONTRACTOR shall protect and preserve property in its possession in which CONSORTIUM has an interest.

Section 21.05. Each DISTRICT shall pay the agreed upon Contract Price for completed and partially completed Services that it has received pursuant to this AGREEMENT.

Section 21.06. If, after termination, it is determined by a final ruling in accordance with any dispute resolution process agreed to or pursued by the parties, that CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of CONSORTIUM. The rights and remedies of CONSORTIUM and CONTRACTOR in this clause are in addition to any other rights and remedies provided by law or under this AGREEMENT.

Section 21.07. Except as may be permitted by the terms of this AGREEMENT (specifically termination for cause above) or required under the United States Bankruptcy Code, CONTRACTOR may not, for any reason whatsoever, terminate this AGREEMENT or otherwise repudiate this AGREEMENT or refuse to perform its obligations hereunder.

**ARTICLE 22
DISENTANGLEMENT (TRANSITION OUT)**

Section 22.01. CONTRACTOR will cooperate with the CONSORTIUM in formulating and executing a disentanglement plan.

Section 22.01. CONTRACTOR shall provide to CONSORTIUM all CONSORTIUM data and documentation and other information reasonably requested by CONSORTIUM in connection with the transition that is sufficient to enable CONSORTIUM, or another reasonably competent service provider, to fully assume the provision of any terminated Services.

**ARTICLE 23
DISASTER RECOVERY AND SECURITY PLAN**

Section 23.01. CONTRACTOR and CONSORTIUM shall jointly develop a detailed disaster recovery and security plan applicable to all of the Services ("Disaster Recovery and Security Plan"). Except where agreed to by CONSORTIUM, such detailed Disaster Recovery and Security Plan shall be consistent in all respects with the requirements (if any) set forth in this AGREEMENT and the CONTRACTOR'S then current protocols for service emergencies. Immediately upon CONSORTIUM'S approval of the Disaster Recovery and Security Plan, CONTRACTOR shall implement the same in accordance with its provisions. CONTRACTOR shall ensure that the Disaster Recovery and Security Plan, and the corresponding disaster recovery and security Services provided by CONTRACTOR, shall be consistent with any limitations imposed by law and shall be appropriate and comprehensive, using industry best practices and methods and state-of-the-art technology, to at all times ensure the availability, security, integrity and confidentiality of the Services. At least thirty (30) calendar days prior to each anniversary date of this AGREEMENT, CONTRACTOR and CONSORTIUM shall review and revise the Disaster Recovery and Security Plan as appropriate to reflect any changes to CONSORTIUM'S operating environment or requirements and submit it to CONSORTIUM for review, comment, and approval.

**ARTICLE 24
CONFIDENTIALITY OF DATA**

Section 24.01. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) (i) of CONTRACTOR, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, (ii) of CONSORTIUM, that CONSORTIUM makes available to CONTRACTOR in order to carry out this AGREEMENT, or which becomes available to CONTRACTOR in carrying out this AGREEMENT, including all financial, statistical, personal, student, technical and other data and information relating to CONSORTIUM'S operation, or (iii) of either disclosing party, designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Neither party shall use for its own account or the account of any third party, nor disclose to any third party, any of the other party's Confidential Information. This AGREEMENT is intended to cover Confidential Information received by the receiving party both prior and subsequent to the date hereof.

Section 24.02. Notwithstanding the above, the term "Confidential Information" does not include any information that is either:

- (i) available from public sources or in the public domain, through no fault of the receiving party; or
- (ii) received at any time from any third party without breach of a non-disclosure obligation to the disclosing party; or

- (iii) readily discernible from publicly available products or literature; or
- (iv) approved for disclosure by prior written permission of a corporate officer of the disclosing party.

Section 24.03. Notwithstanding Section 24.01 above, the receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, including the Tennessee Open Records Act, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy (except to the extent the receiving party's compliance with the foregoing would cause it to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and allows the disclosing party to use commercially reasonable efforts to obtain confidential treatment for any Confidential Information requested for disclosure.

Section 24.04. The Tennessee Open Records Act, T.C.A. §10-7-503, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. ALL OR MOST OF THE INFORMATION CONTAINED IN THIS CONTRACT WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE OPEN RECORDS ACT. PRICES QUOTED IN THIS CONTRACT ARE NOT A TRADE SECRET.

If CONTRACTOR considers any provision of this AGREEMENT to be exempt from disclosure as a trade secret or otherwise, the burden is on CONTRACTOR to specifically identify such provision. CONSORTIUM, to the extent allowed by law and in accordance with these terms and conditions, will honor a designation of nondisclosure. CONTRACTOR will be required to defend any claim of trade secret or other basis for nondisclosure in the event of an administrative or judicial challenge to CONSORTIUM'S nondisclosure. Notwithstanding the foregoing, CONTRACTOR will not disclose any information protected by state or federal law to a third party without the written approval of the applicable DISTRICT. CONTRACTOR will use data and information provided by the CONSORTIUM and/or the DISTRICTS only for the purpose of fulfilling its duties and providing or improving services under this Agreement. CONTRACTOR will ensure that all data and information received by CONTRACTOR pursuant to this Agreement or in the possession of others to whom CONTRACTOR may have transferred Data are either destroyed in a manner that it cannot be recovered or are transferred to the appropriate DISTRICT when such are no longer needed for their specified purpose or at the request of a DISTRICT. CONTRACTOR will store and process data in accordance with industry best practices, including but not limited to, appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, and use. CONTRACTOR will immediately notify the CONSORTIUM and any affected DISTRICT(S) if data provided pursuant to this Agreement is breached or improperly disclosed, whether such disclosure is intentional or unintentional.

Section 24.05. CONTRACTOR understands that student records, including but not limited to, IEPs and student disciplinary records, are subject to the Family Educational Rights and Privacy Act. CONTRACTOR agrees that neither it nor its employees will disclose any student's education record to any other party without the prior consent of the respective DISTRICTS and the respective student's parents (or if the student is 18 years of age or older, the student). CONTRACTOR agrees that no student's education record or the content contained therein may be used by the CONTRACTOR for any purpose other than performing its obligations under the terms of this Agreement. CONTRACTOR agrees to indemnify and hold harmless the CONSORTIUM and the respective DISTRICTS for any improper use or disclosure of any student's education record that is provided to CONTRACTOR and/or its employees under the terms of this Agreement.

ARTICLE 25 SUBCONTRACTORS

Section 25.01. CONTRACTOR shall not subcontract all or any part of the Services without the prior written consent of CONSORTIUM, which will not be unreasonably withheld. Each subcontractor will perform only the specific Services described with regard to such subcontractor in a written request submitted by CONTRACTOR to CONSORTIUM when seeking such consent; and no change may be made to the specific Services performed by a particular subcontractor, and no substitution, replacement, or change of subcontractors may be made, without the advance written consent of CONSORTIUM, which will not be unreasonably withheld. All performance of Services by each subcontractor shall at all times be in accordance with the terms and conditions of this AGREEMENT. CONTRACTOR covenants that its arrangements with subcontractors shall not prohibit or restrict any such subcontractor from, at any time, entering into direct agreements with CONSORTIUM. CONSORTIUM'S consent with respect to CONTRACTOR'S use of a particular proposed subcontractor, shall be given or withheld in writing within CONTRACTOR'S reasonably requested timeframe, and, if such consent is withheld, CONSORTIUM'S notice thereof to CONTRACTOR shall set forth the reasons for such withholding of consent. If CONSORTIUM determines in good faith and in a commercially reasonable manner that the performance or conduct of any subcontractor is unsatisfactory, CONSORTIUM may notify CONTRACTOR of its determination in writing, indicating the reasons therefor, in which event CONTRACTOR shall promptly take all necessary actions to remedy the performance or conduct of such subcontractor or to replace such subcontractor by another third party or by CONTRACTOR personnel. CONTRACTOR shall be solely and exclusively responsible for supervising the activities and performance of each subcontractor. CONTRACTOR and each such subcontractor shall be jointly and severally responsible for any act or omission of such subcontractor engaged to provide the Services under this AGREEMENT. Notwithstanding the fact that a subcontractor may be the party actually performing particular Services hereunder, CONTRACTOR shall at all times: (i) constitute the primary obligor for all of CONTRACTOR'S duties and obligations hereunder; and (ii) be liable and responsible as a principal for the performance of all of the duties and obligations of CONTRACTOR hereunder that CONTRACTOR may elect to subcontract to any of its subcontractors or to any other third party. Any subcontractor performing services pursuant to this AGREEMENT shall comply with the requirements for drug testing and background check set forth in Article 7.

ARTICLE 26 CONTRACTOR COMPENSATION

Section 26.01. Each DISTRICT agrees to pay CONTRACTOR the rates set forth on Exhibit A for pupil transportation services rendered during the term of the AGREEMENT. A minimum of 175 days per school year is to be used in applying the daily rate.

Section 26.02. TIME MEASUREMENTS OF ROUTES: Routes will be based on the run times as described in Exhibit A. Compensated times will be determined by the CONSORTIUM'S Director of Transportation based upon trial runs and/or computer designed schedules. CONTRACTOR and CONSORTIUM will review all routes before the start of each school year and summer school. If there is a disputed route time exceeding or being less than the computer designed schedule, the routes will be identified in writing to the other party and the daily count log of pupils by route and by stop for the pick-up and delivery of pupils will be provided to the CONSORTIUM'S Transportation Division for review. In five (5) working days, the CONSORTIUM'S transportation division will review the route and, if necessary, drive the route and/or follow the bus on the route, and render its findings. No reviews will be submitted during the first four (4) weeks of school. No weather disputes will be submitted or reviewed. No road construction will be submitted or reviewed unless the road construction is a safety hazard, or the time of construction shall exceed one (1) month based on the projected end date provided by the Town of Arlington, the Town of Collierville, the City of Bartlett, the City of Germantown, or City of Lakeland. Any route deviation due to road construction will automatically end based on the projected end date provided by the Town of Arlington, the Town of Collierville, the City of Bartlett, the City of Germantown, or the City of Lakeland.

Section 26.03. ROUTES EXTENDING PAST THE SET HOURLY RATES: If routes extend past the hours based on the TIME MEASUREMENT OF ROUTES and Exhibit A, they shall be billed based on the actual minutes of overage incurred on the route (i.e., billed on actual time from gate to gate). The calculation shall be based on the Route Rate in effect for the school year divided by the number of hours for that type of Route (Regular or Special Education or Climate Control) equaling the rate per hour divided by sixty (60) providing the applicable overage rate on a route. Whenever a route has a consistent "overage," the CONSORTIUM and the CONTRACTOR may mutually agree upon a new route time for such route.

Section 26.04 Rate Adjustment:

- a. If the average daily number of routes is reduced by eight (8) buses or more, then CONSORTIUM agrees to renegotiate in good faith the rates provided in Exhibit A if such renegotiation is requested by CONTRACTOR.
- b. If it is determined that a five percent (5%) change in service is to be instituted by the CONSORTIUM due to elimination of mid-day routes, shuttle runs, trips or after school programs, then CONSORTIUM agrees to renegotiate in good faith the rates provided in Exhibit A.
- c. The rates set forth on Exhibit A shall be subject to adjustment annually. On July 1 in each AGREEMENT year the rates will be adjusted upward by 4.0%, as reflected on Exhibit A.
- d. In the event that CONTRACTOR and CONSORTIUM cannot agree on a rate increase pursuant to the provisions of Section 26.0(a) or (b) herein, the parties shall agree to select an arbitrator to determine a reasonable adjustment to the rates set forth on Exhibit A, with the arbitrator's decision to be binding on the parties. However, the arbitrator's decision shall be based solely upon Memphis, Tennessee wage rate data provided by the U.S. Bureau of Labor Statistics.

**ARTICLE 27
MISCELLANEOUS**

Section 27.01. ASSIGNMENT. The Services contemplated under this AGREEMENT are deemed to be personal services and shall not be assigned by CONTRACTOR without prior written consent of the CONSORTIUM. The CONTRACTOR may assign this AGREEMENT if the assignment is made to a parent, subsidiary, related or affiliated company.

Section 27.02. STATUS OF CONTRACTOR. CONTRACTOR shall be construed as being an independent CONTRACTOR employed to provide transportation services only. Neither CONTRACTOR nor any of its employees shall be held or deemed in any way to be an agent, employee or official of CONSORTIUM. CONTRACTOR shall be responsible for and hold CONSORTIUM harmless from any liability for unemployment taxes or contributions, payroll taxes or other Federal or State employment taxes.

Section 27.03. PLACE OF AGREEMENT/GOVERNING LAW. This AGREEMENT shall be deemed to be presented in and shall be construed in accordance with the laws of the State of Tennessee. All references in this request to "this State" shall mean the State of Tennessee. The Parties agree that all disputes brought under this Agreement shall be filed in a court of competent jurisdiction in Shelby County, Tennessee.

Section 27.04. SEVERABILITY. In the event that any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of this AGREEMENT shall remain in full force and effect.

Section 27.05. NOTICES TO PARTIES. All notices to be given by the parties to this AGREEMENT shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail.

Notices to CONSORTIUM shall be sent and addressed to each DISTRICT as follows, or as changed by giving written notice of said address:

- (a) Notices to Arlington Community Schools Board of Education shall be sent to:

Attn: Superintendent's Office
Arlington Community Schools
12060 Arlington Trail
Arlington, TN 38002
- (b) Notices to Bartlett City Schools Board of Education shall be sent to:

Attn: Superintendent's Office
Bartlett City Schools Board of Education
5705 Stage Road
Bartlett, TN 38134
- (c) Notices to Collierville Schools Board of Education shall be sent to:

Attn: Superintendent's Office
Collierville Schools
145 West Poplar Ave.
Collierville, TN 38017
- (d) Notices to Germantown Municipal School District Board of Education shall be sent to:

Attn: Superintendent's Office
Germantown Municipal School District Board of Education
3350 South Forest Hill Irene Road
Germantown, TN 38138
- (e) Notices to Lakeland School System Board of Education shall be sent to:

Attn: Superintendent's Office
Lakeland School System
10001 Highway 70
Lakeland, TN 38002

Notices to CONTRACTOR shall be addressed to:

Attn: Contract Administrator
Durham School Services
2601 Navistar Dr.
Lisle, IL 60532

Section 27.07. ENTIRE AGREEMENT. This AGREEMENT sets forth all of the covenants, promises, assurances, agreements, representations, conditions, warranties, statements and understandings between CONSORTIUM and CONTRACTOR concerning the transportation services to be rendered during the term of the AGREEMENT. There are no representations, either oral or written, between CONSORTIUM and CONTRACTOR other than those contained in this AGREEMENT. No modification of this AGREEMENT shall be binding upon the parties unless evidenced by an agreement, in writing, signed by the duly authorized representatives of CONSORTIUM and CONTRACTOR after the date hereof.

Section 27.08. COUNTERPARTS. This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 27.09. Waiver. No waiver of any term of this AGREEMENT will be valid unless in writing and duly approved by all parties.

Section 27.10. No Consent to Breach. No consent or waiver, express or implied, by any Participating Employer to or of any breach or default by any other Participating Employer, in the performance by such other parties of its obligations hereunder, shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any parties to complain of any act or failure to act of any other parties, or to declare such parties to be in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting Participating Employer of its rights hereunder.

Section 27.11. Headings. The headings in this AGREEMENT are for convenience and reference and are not intended to define or limit the scope of any provision of this AGREEMENT.

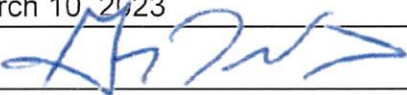
[SIGNATURES ON NEXT PAGE]

DURHAM SCHOOL SERVICES, L.P.

Name: Gary L. Waits, Jr.

Title: CEO, Student Transportation

Date: March 10, 2023

Signature: 

COLLIERVILLE SCHOOLS MUNICIPAL SCHOOL DISTRICT

Name: _____

Title: _____

Date: _____

Signature: _____

ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION

Name: _____

Title: _____

Date: _____

Signature: _____

BARLETT CITY SCHOOLS BOARD OF EDUCATION

Name: _____

Title: _____

Date: _____

Signature: _____

GERMANTOWN MUNICIPAL SCHOOL DISTRICT BOARD OF EDUCATION

Name: _____

Title: _____

Date: _____

Signature: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION

Name: _____

Title: _____

Date: _____

Signature: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Schedule A

Alternate 2 Proposal
12 Year Max Fleet - Type D & Type C Buses on Gen Ed Routes

Purchasing Department
Collierville Schools
Administration Offices
145 West Poplar Avenue
Collierville, Tennessee 38017

STUDENT TRANSPORTATION SERVICES PRICING SHEET

Name / Contractor: Durham School Services, L.P.

Rates			2023-2024	2024-2025	2025-2026	2026-2027
Vehicle Type	Number of Vehicles	Number of Days Per Year	Cost Per Bus Per Day	Cost Per Bus Per Day	Cost Per Bus Per Day	Cost Per Bus Per Day ***
Regular Transportation						
78 Passenger Type D (Double Route)	45	175	\$360.70	\$375.13	\$390.14	\$405.75
78 Passenger Type D (Triple Route)	69	175	\$422.95	\$439.87	\$457.46	\$475.76
No Child left behind	0	175	N/A	N/A	N/A	N/A
Special Education Transportation						
19 Pass. (W/C units) - Double Routes	9	175	\$382.09	\$397.37	\$413.26	\$429.79
19 Pass. (W/Cr units) - Triple Routes	16	175	\$413.91	\$430.47	\$447.69	\$465.60
Bus Assistants - Double Routes *	9	175	\$138.63	\$144.18	\$149.95	\$155.95
Bus Assistants - Triple Routes **	16	175	\$176.44	\$183.50	\$190.84	\$198.47
Misc. Transportation Programs						
Summer School	15	18	\$382.09	\$397.37	\$413.26	\$429.79
Summer School - Bus Assistants	15	18	\$138.63	\$144.18	\$149.95	\$155.95
Saturday School	0	0	N/A	N/A	N/A	N/A

* Hours in excess of 5.5 hours per monitors per day will be billed at \$25.21 per hour and will increase by 4.0% annually.
 ** Hours in excess of 7.0 hours per monitors per day will be billed at \$25.21 per hour and will increase by 4.0% annually.
 *** 26/27 SY rates will be negotiated, we have assumed a 4.0% rate increase in the pricing above.

Sports/Activity Trips	***Cost Per Hour	\$49.75
	***Minimum Per Trip	\$99.50
Mid-Day Shuttle	***Cost per hour (1 Hr Min)	\$49.75
Grand Total (Excludes Trips & Mid-Day)		\$10,561,342.15

*** Rates will increase by 4.0% annually.

State your cost per \$1,000.00 for Performance, Materials and Labor Bond, if required \$

5.40

To: GMSD Board of Education
From: GMSD Human Resources Department
Re: Shared Health Clinic with *PartneredWell*
Date: May 12, 2026 Work Session

Health Clinic

Current GMSD Health Clinic: GMSD currently operates a one site health clinic named the *GMSD Health and Wellness Center* through a third-party administrator called *Community Care Associates*. The clinic is open three (3) days a week (Mondays, Wednesday, and Fridays) from 7:00am-5:00pm and is available for GMSD employees, dependents, and retirees who are currently enrolled in GMSD health insurance. Services offered through the clinic include treating non-urgent, minor medical conditions, preventative care, chronic disease management, and serves as a worker's compensation medical facility. The annual cost to operate the GMSD Health and Wellness Center is approximately \$540,000. GMSD's partnership with *Community Care Associates* is ending on September 24, 2026.

Limits of Current Health Clinic: Operating costs limit ability to increase clinic hours. Pharmacy formulary has had minimal impact on reducing prescription claims. Data analytics do not use GMSD claims data to clearly demonstrate the clinic's impact on GMSD's overall health plan.

Shared Health Clinic with *PartneredWell* (Baptist Urgent Care):

- Access to six (6) health centers in the Memphis area (Germantown, Collierville, Bartlett, Olive Branch, and Horn Lake) plus 80 health centers across the United States
- Open seven (7) days a week: Mon-Fri. 8:00am-8:00pm, Sat. 9:00am-5:00pm, Sun. 1:00pm-5:00pm
- Priority access for GMSD employees, dependents, and retirees at all centers
- Acute & Primary Care, Worker's Compensation, and Care Coordination Services
- Reporting & Analytics capability tied directly to GMSD claims data
- Expanded Pharmacy Formulary, which offers a \$0.00 copay for brand name drugs, which has a potential savings of around \$700,000 annually for GMSD's health insurance plan
- Estimated cost for shared health clinic is \$396,000 annually

Recommendation: The GMSD Human Resources Department, along with the full support of our benefits consultant, Employee Security Planning, LLC, is recommending the GMSD Board of Education accept the Shared Nearsite Health Center offer with *PartneredWell*.

Alignment to GMSD's Strategic Plan:

Goal 3: Attract, Build, and Celebrate Exemplary Employees

Objective 3.3: Foster a culture of ongoing appreciation, recognition, and support that honors employee commitment and promotes long-term retention.

Strategy 3.3.1: Clearly define, routinely evaluate, and consistently communicate a comprehensive compensation approach that honors the contributions of all employees.

Strategy 3.3.2: Support employee wellness programs that strengthen physical health, emotional resilience, and social connection.

Strategy 3.3.3: Explore and implement innovative retention strategies that reflect employee needs, celebrate contributions, and strengthen long-term commitment.



GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
Empowering Personal Potential

3350 S. Forest Hill Irene Rd • Germantown, TN 38138 • 901.752.7900 • Fax 901.757.6479 • www.gmsdk12.org

School Tenure Eligibility Review

Understandings:

1. According to school board policy, 5.117-*Teacher Tenure*, “the decision to grant tenure is solely within the discretion of the board.”
2. Tenure is granted typically when there has been a completion of five (5) school years or not less than forty-five (45) months within the last seven-year period.
3. Employees’ evaluations must demonstrate an overall performance effectiveness level (LOE) of “above expectations” or significantly above expectations” as provided in the evaluation guidelines adopted by the state board of education, during the last two (2) years of the probationary period.
4. Teachers from other public school systems in the state of Tennessee who arrived to us in a non-tenured status can include these years of service to count towards the five (5) years with the last two of the five years being at levels of overall performance level (LOE) of “above expectations” or significantly above expectations” as provided in the evaluation guidelines adopted by the state board of education. Year 5 of the non-tenured status does have to be with the Germantown Municipal School District.
5. A teacher who comes to us and *has tenure* from another Tennessee public school system must serve two (2) consecutive school years with us on probationary status. During these two (2) years of service, the teacher does have to perform at levels of overall performance level (LOE) of “above expectations” or significantly above expectations” as provided in the evaluation guidelines adopted by the state board of education.

Process:

- A list was generated by the Human Resources Department on teachers who met tenure eligibility requirements at the conclusion of the 2024-2025 school year.
- GMSD reviewed their overall level of effectiveness (LOE) scores for the 23-24 and 24-25 school years to determine tenure eligibility.
- Principals reviewed the list to provide their recommendation to Superintendent Manuel, and then were asked to identify any staff members who may have inadvertently been left off the list.
- HR reviewed these additional names and determined their eligibility status for tenure as described in the *Understandings* section and presented the list to Superintendent Manuel for consideration. Superintendent Manuel is providing the GMSD School Board with the finalized list of teacher names eligible for tenure, which can be found on page 2.

With Gratitude:

Thank you, GMSD School Board, for reviewing this list of thirty-six (36) staff members. By granting these teachers tenure, you have honored their work with children in this school district. On their behalf, Superintendent Manuel, the GMSD HR Team, and our School Principals appreciate the consideration and the amount of work you put in for this school district.

GMSD Tenure Recommendations

The following Certified Staff Members have met the requirements for initial tenure eligibility according to TCA 49-5-501 et seq.

Certified Staff Member	Location
Dana Anderson	Dogwood Elem
Charli Ardrey	Dogwood Elem
Kelly Hammontree	Dogwood Elem
Madison McKinstry	Dogwood Elem
Lauren Stidham	Dogwood Elem
Layla Zaravar	Dogwood Elem

Certified Staff Member	Location
Christina Hardin	Farmington Elem
Bianca Justice	Farmington Elem

Certified Staff Member	Location
Kristin Harness	Forest Hill Elem
Amelia Kearney	Forest Hill Elem
Aurora Purdy	Forest Hill Elem
Molly Sanford	Forest Hill Elem

Certified Staff Member	Location
Juliet Ammons	Houston Middle
Samuel Andereck	Houston Middle
Dakota Culver	Houston Middle
Amy Gunnell	Houston Middle
Lindsay Herrera	Houston Middle
Ashley Singletary	Houston Middle

Certified Staff Member	Location
Tiffany Bridgforth	Houston High
Kevin Carpenter	Houston High
Wayne Harvey	Houston High
Seulah Ku Lee	Houston High
Stacy Marcone	Houston High
Grant Ransom	Houston High
Andrew Shirley	Houston High
Katrina Wiley	Houston High

Certified Staff Member	Location
Nicholas Brashier	Riverdale Elem
Madalyne Norment	Riverdale Elem
Ethan Langston	Riverdale Elem
Eve Pinstein	Riverdale Elem
Morgan Pittman	Riverdale Elem
Lauren Rickman	Riverdale Elem
Richard Wexler	Riverdale Elem
Cameron Yoho	Riverdale Elem
Malerie Young	Riverdale Elem

Certified Staff Member	Location
Emily Skaggs	District Office