



**LAKELAND BOARD OF EDUCATION
BUSINESS MEETING AGENDA
Wednesday, January 17, 2024, 5:45 PM
LPS Library
5020 Lions Crest Dr
Lakeland, TN 38002**

- I. **CALL TO ORDER / MOMENT OF SILENCE / PLEDGE TO FLAG**
- II. **ROLL CALL**
- III. **CHAIR'S WELCOME**
- IV. **PUBLIC COMMENT (Limited to two (2) minutes per speaker.)**
- V. **REPORTS**
 - 1. Legislative Liaison Update
 - 2. Superintendent's Report
 - 3. Monthly Financial Summary
 - December 2023
- VI. **APPROVAL OF AGENDA**
- VII. **CONSENT AGENDA**
 - 1. Approval of Meeting Minutes: December 11, 2023 Business Meeting
 - 2. Approval of FY 24-25 Budget Calendar
 - 3. Approval of FY 23-24 Budget Amendments (01/24)
 - 4. Approval of Update to Policy 5.501 - Complaints and Grievances
 - 5. Approval of Update to Extracurricular Activities and Clubs
- VIII. **DISCUSSION / ACTION**
 - 1. Benchmark Data Presentation by Director of Data, Accountability, Assessment, and Data
 - 2. Review of 5-Year Strategic Plan Survey
 - 3. Approval of Interlocal Agreement for Student Transportation Assistance
 - 4. Election of School Board Chairman & Vice Chairman (Policy 1.200)
 - 5. Nomination of Student of the Year
 - 6. Nomination of Student Volunteer of the Year
 - 7. Nomination of Volunteer of the Year
 - 8. Discussion on SCOPE Conference Applications
 - 9. Signing of Boardmanship Code of Conduct
 - 10. Disclosure of Statement of Interest
 - 11. Review Policy Manual: Section 2
 - 12. Finalize TSBA Legislative and Legal Institute
- IX. **ANNOUNCEMENTS**
- X. **ADJOURNMENT**

LAKELAND SCHOOL SYSTEM
Expense Summary
Report Period December 1, 2023 - December 31, 2023

PROGRAM	BUDGET AMOUNT	ADJUSTED BUDGET	YTD ACTIVITY	CURRENT ACTIVITY	ENCUMBRANCE	BALANCE	% EXPENDED
Regular Instruction Program	\$ 13,245,898.54	\$ 13,271,438.00	\$ 5,666,229.23	\$ 925,998.52	\$ 10,817.05	\$ 7,594,391.72	42.78%
Special Education Program	\$ 2,161,686.02	\$ 2,161,686.02	\$ 900,966.52	\$ 157,288.68	\$ 1,546.72	\$ 1,259,172.78	41.75%
Vocational Education	\$ 24,900.00	\$ 24,900.00	\$ -	\$ -	\$ -	\$ 24,900.00	0.00%
Other (Bonus Pay)	\$ 542,263.74	\$ 847,013.50	\$ 484,325.84	\$ 308,666.00	\$ -	\$ 362,687.66	57.18%
School Security	\$ 60,832.95	\$ 60,832.95	\$ 24,346.66	\$ 4,492.22	\$ -	\$ 36,486.29	40.02%
Health Services	\$ 366,589.14	\$ 366,589.14	\$ 146,518.21	\$ 23,417.08	\$ -	\$ 220,070.93	39.97%
Other Student Support	\$ 876,669.77	\$ 876,669.77	\$ 361,225.56	\$ 62,944.77	\$ -	\$ 515,444.21	41.20%
Regular Instruction Program Support	\$ 672,445.38	\$ 672,445.38	\$ 312,784.07	\$ 55,351.28	\$ 6,174.55	\$ 353,486.76	47.43%
Special Education Program Support	\$ 457,058.21	\$ 457,058.21	\$ 188,206.46	\$ 33,270.62	\$ -	\$ 268,851.75	41.18%
Technology	\$ 694,878.49	\$ 694,878.49	\$ 308,425.40	\$ 32,017.01	\$ 65,083.60	\$ 321,369.49	53.75%
Board of Education	\$ 612,950.00	\$ 612,950.00	\$ 313,481.15	\$ 6,419.39	\$ 3,500.00	\$ 295,968.85	51.71%
Office of the Superintendent	\$ 356,984.26	\$ 382,833.54	\$ 161,274.20	\$ 16,909.74	\$ 562.27	\$ 220,997.07	42.27%
Office of the Principal	\$ 1,722,159.61	\$ 1,722,159.61	\$ 779,755.11	\$ 122,798.86	\$ 300.00	\$ 942,104.50	45.30%
Fiscal Services	\$ 329,313.97	\$ 329,313.97	\$ 158,960.34	\$ 16,646.65	\$ -	\$ 170,353.63	48.27%
Human Services/Personnel	\$ 274,904.03	\$ 349,364.57	\$ 124,951.42	\$ 19,202.64	\$ 1,980.00	\$ 222,433.15	36.33%
Operation of Plant	\$ 1,378,953.88	\$ 1,378,953.88	\$ 572,220.22	\$ 80,508.15	\$ 2,276.83	\$ 804,456.83	41.66%
Maintenance of Plant	\$ 408,817.15	\$ 408,817.15	\$ 307,898.98	\$ 20,846.46	\$ 3,918.37	\$ 96,999.80	76.27%
Transportation	\$ 650,000.00	\$ 650,000.00	\$ 344,128.97	\$ 73,144.91	\$ -	\$ 305,871.03	52.94%
Summer Camp Food Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Regular Capital Outlay	\$ 164,400.00	\$ 164,400.00	\$ 18,500.00	\$ 3,700.00	\$ 35,646.00	\$ 110,254.00	32.94%
Transfers Out	\$ 3,663,790.00	\$ 3,663,790.00	\$ -	\$ -	\$ -	\$ 3,663,790.00	0.00%
Federal Projects Regular Instruction	\$ 272,456.94	\$ 240,559.25	\$ 98,578.40	\$ 15,738.29	\$ 1,015.60	\$ 140,965.25	41.40%
Federal Projects Special Education	\$ 294,169.06	\$ 254,962.88	\$ 106,780.30	\$ 22,038.05	\$ -	\$ 148,182.58	41.88%
Federal Programs Innovative Schools	\$ -	\$ 447,485.19	\$ 89,724.00	\$ 11,869.76	\$ 800.00	\$ 356,961.19	20.23%
Federal Projects Health Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Federal Projects Other Student Support	\$ 51,745.50	\$ 57,085.50	\$ 22,859.63	\$ 3,838.10	\$ -	\$ 34,225.87	40.04%
Federal Projects Regular Instruction Support	\$ 105,527.04	\$ 66,591.21	\$ 20,462.89	\$ 1,076.00	\$ -	\$ 46,128.32	30.73%
Federal Projects Special Education Support	\$ 215,485.60	\$ 151,422.19	\$ 63,518.31	\$ 14,436.72	\$ -	\$ 87,903.88	41.95%
Federal Projects Vocational	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	0.00%
Federal Programs Technology	\$ 9,605.90	\$ 9,602.46	\$ 3,208.88	\$ 843.88	\$ -	\$ 6,393.58	33.42%
Federal Programs Operation of Plant	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	0.00%
Federal Projects Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Food Service	\$ 692,700.00	\$ 992,678.13	\$ 400,668.65	\$ 61,882.21	\$ 10,684.42	\$ 581,325.06	41.44%
State Grants	\$ -	\$ 171,821.91	\$ 18,709.80	\$ 15,587.83	\$ 13,650.00	\$ 139,462.11	18.83%
Before/After School Program	\$ 280,000.00	\$ 280,000.00	\$ 143,616.05	\$ 24,134.03	\$ -	\$ 136,383.95	51.29%
Education Capital Projects	\$ 7,000,000.00	\$ 7,000,000.00	\$ 2,017,813.14	\$ 225,732.55	\$ 391,267.29	\$ 4,590,919.57	34.42%
GRAND TOTAL:	\$ 37,587,185.18	\$ 38,780,802.90	\$ 14,160,138.39	\$ 2,360,800.40	\$ 549,222.70	\$ 24,071,441.81	37.93%



LAKELAND BOARD OF EDUCATION

BUSINESS MEETING MINUTES

Monday, December 11, 2023, 5:45 PM

**Lakeland City Hall / Board Room
10001 Highway 70
Lakeland, TN 38002**

I. CALL TO ORDER / MOMENT OF SILENCE / PLEDGE TO FLAG

With a quorum present, the meeting was called to order on Monday, December 11, 2023, at 5:45 PM, by Chair Laura Harrison. Laura Harrison led a moment of silence and led the Pledge to the Flag.

II. ROLL CALL

Attendance Taken at 5:45 PM.

Deborah Thomas: Present

Keith Acton: Present

Michelle Childs: Present

Laura Harrison (Chair): Present

Jeremy Burnett (Vice-Chair): Absent at time of roll call (*Arrived later in meeting*)

III. CHAIR'S WELCOME

IV. PUBLIC COMMENT (Limited to two (2) minutes per speaker.)

No comments.

V. REPORTS

1. Legislative Liaison Update

Legislative Liaison Michelle Childs reserved her report for the action item later on the agenda.

2. Superintendent's Report

Superintendent Horrell reported on various administrative items:

- District's stance on A-F letter grades and update on data that will be released
- Construction update on access road / walking path and Campus Drive
- Centegix update
- Impact Aid Survey
- Gearing up for registration



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- 5-6th grade house system
- Finalizing LPS positions for 24-25

3. Monthly Financial Summary

- **November 2023**

VI. APPROVAL OF AGENDA

Laura Harrison (Chair) moved to amend the agenda by adding Discussion/Action on Central Office Timeline, seconded by Keith Acton. **Motion carried.**

Acton: Aye

Childs: Aye

Harrison (Chair): Aye

Thomas: Aye

Laura Harrison (Chair) moved to approve the agenda as amended, seconded by Keith Acton. **Motion carried.**

Acton: Aye

Childs: Aye

Harrison (Chair): Aye

Thomas: Aye

VII. CONSENT AGENDA

- 1. Approval of Meeting Minutes: November 13, 2023 Business Meeting**
- 2. Approval of Update to Policy 1.105 - School Board Legislative Involvement**
- 3. Approval of Update to Policy 1.701 - School District Planning**
- 4. Approval of Update to Policy 2.400 - Revenues**
- 5. Approval of Update to Policy 4.209 - Alternative Credit Options**
- 6. Approval of Update to Policy 4.602 - Honor Roll, Awards, and Class Ranking**
- 7. Approval of Update to Policy 4.603 - Promotion and Retention**



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8. Approval of Update to Policy 6.200 - Attendance

Keith Acton moved to approve the items on Consent Agenda as presented, seconded by Michelle Childs. Motion carried.

- Acton: Aye
Childs: Aye
Harrison (Chair): Aye
Thomas: Aye

VIII. DISCUSSION / ACTION

1. Approval of Update to 23-24 School Board Calendar

Superintendent Horrell noted that there was a conflict for the January 08, 2024 Business Meeting and suggested a revised date of Wednesday, January 17, 2024.

Laura Harrison (Chair) moved to amend the 23-24 School Board Calendar to change the January 2024 Business Meeting from January 08, 2024 to January 17, 2024; seconded by Keith Action. Motion carried.

- Acton: Aye
Childs: Aye
Harrison (Chair): Aye
Thomas: Aye

2. Election of Policy Committee

It was noted that the Policy Committee membership will be changed at a future meeting to include three (3) administrators to represent the three (3) grade bands.

Superintendent Horrell recommended Tami Boeve and Kim Louis as the administrators to continue to serve on the Policy Committee.

Keith Acton nominated Deborah Thomas to serve on the Policy Committee. Deborah Thomas expressed willingness to continue to serve. Laura Harrison (Chair) closed the floor for nominations.



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When the question was called, the following members of the Policy Committee were approved:

- Tami Boeve
- Kim Louis
- Deborah Thomas

Voice vote, all in favor.

- Acton: Aye
- Childs: Aye
- Harrison (Chair): Aye
- Thomas: Aye

3. Election of Ethics Committee

Laura Harrison (Chair) recommended the following members to serve on the Ethics Committee: Laura Harrison, Jeremy Burnett, Adam Henry; seconded by Keith Acton.

Motion carried.

- Acton: Aye
- Childs: Aye
- Harrison (Chair): Aye
- Thomas: Aye

4. Election of Disciplinary Hearing Officers

Superintendent Horrell recommended the following members of the DHA: Kim Louis, Tami Boeve, and Kim Pickens.

Laura Harrison (Chair) moved to approve the Disciplinary Hearing Officers as presented, seconded by Keith Acton. **Motion carried.**

- Acton: Aye
- Childs: Aye



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Harrison (Chair): Aye

Thomas: Aye

5. Discussion on SCOPE Conference Applications

Laura Harrison (Chair) moved to bring to the floor, seconded by Keith Acton.

No action was taken.

6. Approval of Resolution Opposing the Education Freedom Act

Laura Harrison (Chair) moved to bring the Resolution opposing the Education Freedom Act to the floor, seconded by Keith Acton.

Legislative Liaison Michelle Childs delivered a recap on the Governor's voucher program. Superintendent Horrell reviewed the resolution.

Attendance Update Taken at 6:16 PM.

Jeremy Burnett (Vice-Chair): Present

Laura Harrison (Chair) stated that she would like to educate parents and the community on the resolution and how to communicate with lawmakers.

When question was called, the Resolution Opposing the Education Freedom Act was approved as presented. **Voice vote, all in favor.**

Acton: Aye

Burnett (Vice-Chair): Aye

Childs: Aye

Harrison (Chair): Aye

Thomas: Aye

7. Approval of 2024 Legislative Agenda

Laura Harrison (Chair) moved to bring the 2024 Legislative Agenda to the floor, seconded by Keith Acton.



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Legislative Liaison Michelle Childs reviewed the highlights of the Legislative Agenda, including:

- A-F letter grading
- Voucher program
- SPED preschool funding

Laura Harrison (Chair) stated she would like communication to go out to parents and the community regarding legislative agenda items.

When the question was called, the 2024 Legislative Agenda was approved as presented. **Voice vote, all in favor.**

Acton: Aye

Burnett (Vice-Chair): Aye

Childs: Aye

Harrison (Chair): Aye

Thomas: Aye

8. Discussion on Central Office Timeline

Laura Harrison (Chair) moved to bring the Central Office Timeline to the floor, seconded by Keith Acton.

Laura Harrison (Chair) stated that she was in favor of updating the capital improvement plan to push the central office project to FY 24-25.

Jeremy Burnett (Vice-Chair) asked to explore options for current staff.

Superintendent Horrell stated that fund balance and doing what is in the best interest of the school system are his top priorities.

Laura Harrison (Chair) moved to update the Capital Improvement Plan to move the Central Office project to FY 24-25, seconded by Keith Acton. **Motion carried.**

Acton: Aye

Burnett (Vice-Chair): Aye



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Childs: Aye

Harrison (Chair): Aye

Thomas: Aye

IX. ANNOUNCEMENTS

X. ADJOURNMENT

There being no other business on which to take action, Jeremy Burnett moved to adjourn the meeting, seconded by Keith Acton. **Motion carried.**

Acton: Aye

Burnett (Vice-Chair): Aye

Childs: Aye

Harrison (Chair): Aye

Thomas: Aye

The meeting was adjourned at 06:52 PM on Monday, December 11, 2023.

These minutes were approved on Wednesday, January 17, 2024.

Laura Harrison, Chair

ATTEST:

Dr. Ted Horrell, Superintendent

Jessica Millspaugh, Board Secretary



LAKELAND SCHOOL SYSTEM
BUDGET PLANNING AND PREPARATION CALENDAR
FOR FISCAL YEAR 2024-2025

April 1, 2024	INITIAL BUDGET PRESENTED TO LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION AT WORK SESSION
April 1 – 8, 2024	BOARD REVIEW OF FY 2024-2025 BUDGET (Individual Meetings To Be Scheduled)
April 8, 2024	PROPOSED BUDGET APPROVED BY LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION AT BUSINESS MEETING
April 2024	LAKELAND SCHOOL SYSTEM SUBMITS BUDGET TO THE CITY OF LAKELAND
May 2, 2024	BUDGET PRESENTED TO COMMISSIONERS AT LAKELAND BOARD OF COMMISSIONERS WORK SESSION
May 9, 2024	BUDGET PRESENTED FOR FIRST READING AT LAKELAND BOARD OF COMMISSIONERS BUSINESS MEETING
June 6, 2024	LAKELAND BOARD OF COMMISSIONERS WORK SESSION
June 13, 2024	BUDGET PRESENTED FOR PUBLIC HEARING AND FINAL READING AT LAKELAND BOARD OF COMMISSIONERS BUSINESS MEETING
June 30, 2024	SUBMIT BUDGET TO STATE OF TENNESSEE - COMPTROLLER'S OFFICE
July 31, 2024	SUBMIT BUDGET TO STATE OF TENNESSEE - DEPARTMENT OF EDUCATION

FY 23-24 January Budget Amendments

Fund 141 - General Purpose School Fund

Account Number		Selected Year	Selected Year	Selected Year	Selected Year	Selected Year	Previous year	Proposed	
Fnd T Acct Obj Prj Loc Prg	Account Level Description	Revised Budget	FY Activity	Encumbered	Available Funds	Batch Activity	CF Encumbered	Amendment	Difference
Revenues:									
141 R 46510 000 000 00000 000	TISA	\$ 13,481,949.72	\$ 5,303,926.99	\$ -	\$ 8,178,022.73	\$ -	\$ -	\$ 13,861,953.00	\$ 380,003.28
		\$ 13,481,949.72	\$ 5,303,926.99	\$ -	\$ 8,178,022.73	\$ -	\$ -	\$ 13,861,953.00	\$ 380,003.28
Expenditures:									
141 E 71100 116 310 03000 000	Teachers	\$ 1,587,111.79	\$ 631,250.67	\$ -	\$ 955,861.12	\$ -	\$ -	\$ 1,522,111.79	\$ (65,000.00)
141 E 71200 116 320 00116 000	Teachers	\$ 464,541.21	\$ 196,233.37	\$ -	\$ 268,307.84	\$ -	\$ -	\$ 530,000.00	\$ 65,458.79
141 E 71200 116 320 02000 000	Teachers	\$ 252,398.67	\$ 101,331.10	\$ -	\$ 151,067.57	\$ -	\$ -	\$ 265,000.00	\$ 12,601.33
141 E 71200 201 320 00116 000	Social Security	\$ 54,377.68	\$ 18,989.65	\$ -	\$ 35,388.03	\$ -	\$ -	\$ 58,477.68	\$ 4,100.00
141 E 71200 201 320 02000 000	Social Security	\$ 22,153.58	\$ 8,191.06	\$ -	\$ 13,962.52	\$ -	\$ -	\$ 22,953.58	\$ 800.00
141 E 71200 204 320 00116 000	State Retirement	\$ 78,935.34	\$ 20,638.32	\$ -	\$ 58,297.02	\$ -	\$ -	\$ 84,835.34	\$ 5,900.00
141 E 71200 204 320 02000 000	State Retirement	\$ 32,158.42	\$ 8,998.12	\$ -	\$ 23,160.30	\$ -	\$ -	\$ 33,358.42	\$ 1,200.00
141 E 71200 212 320 00116 000	Employer Medicare	\$ 12,717.36	\$ 4,441.31	\$ -	\$ 8,276.05	\$ -	\$ -	\$ 13,717.36	\$ 1,000.00
141 E 71200 212 320 02000 000	Employer Medicare	\$ 5,181.08	\$ 1,915.72	\$ -	\$ 3,265.36	\$ -	\$ -	\$ 5,381.08	\$ 200.00
141 E 71900 188 000 02000 000	Bonus Pay	\$ 20,000.00	\$ 13,150.03	\$ -	\$ 6,849.97	\$ -	\$ -	\$ 33,500.00	\$ 13,500.00
141 E 71900 201 000 02000 000	Social Security	\$ 12,090.00	\$ 3,106.27	\$ -	\$ 8,983.73	\$ -	\$ -	\$ 12,927.00	\$ 837.00
141 E 71900 204 000 02000 000	State Retirement	\$ 17,550.00	\$ 3,204.14	\$ -	\$ 14,345.86	\$ -	\$ -	\$ 18,765.00	\$ 1,215.00
141 E 71900 212 000 02000 000	Employer Medicare	\$ 2,827.50	\$ 726.46	\$ -	\$ 2,101.04	\$ -	\$ -	\$ 3,023.50	\$ 196.00
141 E 72120 131 620 00116 000	Medical Personnel	\$ 48,393.72	\$ 15,423.35	\$ -	\$ 32,970.37	\$ -	\$ -	\$ 58,393.72	\$ 10,000.00
141 E 72120 201 620 00116 000	Social Security	\$ 4,836.29	\$ 1,941.19	\$ -	\$ 2,895.10	\$ -	\$ -	\$ 5,456.29	\$ 620.00
141 E 72120 204 620 00116 000	State Retirement	\$ 7,020.43	\$ 1,897.33	\$ -	\$ 5,123.10	\$ -	\$ -	\$ 7,920.43	\$ 900.00
141 E 72120 212 620 00116 000	Employer Medicare	\$ 1,131.07	\$ 453.99	\$ -	\$ 677.08	\$ -	\$ -	\$ 1,276.07	\$ 145.00
141 E 72210 129 335 02000 000	Librarian(s)	\$ 62,737.52	\$ 46,058.10	\$ -	\$ 16,679.42	\$ -	\$ -	\$ 127,737.52	\$ 65,000.00
141 E 72250 189 360 01000 000	Other Salaries & Wages	\$ 135,825.24	\$ 62,688.96	\$ -	\$ 73,136.28	\$ -	\$ -	\$ 170,000.00	\$ 34,174.76
141 E 72250 201 360 01000 000	Social Security	\$ 15,316.82	\$ 6,752.21	\$ -	\$ 8,564.61	\$ -	\$ -	\$ 17,516.82	\$ 2,200.00
141 E 72250 204 360 01000 000	State Retirement	\$ 22,234.09	\$ 6,632.73	\$ -	\$ 15,601.36	\$ -	\$ -	\$ 25,334.09	\$ 3,100.00

141 E 72250 212 360 01000 000	Employer Medicare	\$ 3,582.16	\$ 1,579.13	\$ -	\$ 2,003.03	\$ -	\$ -	\$ 4,082.16	\$ 500.00
141 E 72620 399 630 00116 000	Other Contracted Services	\$ 28,326.19	\$ 10,229.66	\$ -	\$ 18,096.53	\$ -	\$ -	\$ 48,326.19	\$ 20,000.00
141 E 72620 399 630 02000 000	Other Contracted Services	\$ 91,673.81	\$ 90,406.94	\$ -	\$ 1,266.87	\$ -	\$ 17,911.31	\$ 192,351.51	\$ 100,677.70
141 E 72620 399 630 03000 000	Other Contracted Services	\$ 90,000.00	\$ 85,327.63	\$ 3,021.80	\$ 1,650.57	\$ -	\$ -	\$ 190,677.70	\$ 100,677.70
		\$ 3,073,119.97	\$ 1,341,567.44	\$ 3,021.80	\$ 1,728,530.73	\$ -	\$ 17,911.31	\$ 3,453,123.25	\$ 380,003.28

Fund 143 - School Nutrition

Account Number		Selected Year	Selected Year	Selected Year	Selected Year	Selected Year	Previous year	Proposed	
Fnd T Acct Obj Prj Loc Prg	Account Level Description	Revised Budget	FY Activity	Encumbered	Available Funds	Batch Activity	CF Encumbered	Amendment	Difference
Expenditures:									
143 E 73100 422 735 00116 000	Food Supplies	\$ 79,181.00	\$ 52,304.66	\$ 6,873.32	\$ 20,003.02	\$ -	\$ -	\$ 109,181.00	\$ 30,000.00
143 E 73100 422 735 02000 000	Food Supplies	\$ 100,000.00	\$ 72,015.13	\$ 3,357.37	\$ 17,022.85	\$ 7,604.65	\$ -	\$ 160,000.00	\$ 60,000.00
143 E 73100 422 735 03000 000	Food Supplies	\$ 46,200.00	\$ 38,176.24	\$ 1,222.16	\$ 2,454.40	\$ 4,347.20	\$ -	\$ 101,200.00	\$ 55,000.00
		\$ 225,381.00	\$ 162,496.03	\$ 11,452.85	\$ 39,480.27	\$ 11,951.85	\$ -	\$ 370,381.00	\$ 145,000.00

Lakeland Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Complaints and Grievances	Descriptor Code: 5.501	Issued Date: 01/17/24
		Rescinds: 5.501	Issued: 05/11/15

1 EMPLOYMENT-RELATED COMPLAINTS/GRIEVANCES

2 The Board believes that differences of opinions arising in the course of employment should be resolved
3 as quickly as possible and at the lowest supervisory level.

4 In instances of questions by an individual staff member concerning the interpretation of policies and
5 procedures to that staff member, administrative practices within the staff member's particular school,
6 and relationships with other employees, the staff member concerned must consult the administrative or
7 supervisory personnel to whom they are responsible. If a satisfactory resolution of the problem cannot
8 be reached after ample opportunity for consideration of the matter, the staff member concerned may
9 discuss the matter with the next level of supervision up to and including the superintendent.

10 In instances where an individual staff member feels, for personal reasons, that they cannot discuss a
11 problem with his/her immediate superior, the staff member may take the problem directly to the
12 superintendent. After review of the case, the superintendent shall take action as they deem appropriate
13 and within a prompt, reasonable time shall notify all parties concerned of his/her decision.

14 HARASSMENT/DISCRIMINATION GRIEVANCES

15 Employees should notify any district complaint manager if they believe the Board, its employees or
16 agents have violated their rights guaranteed by the state or federal constitution, state or federal statute or
17 board policy including: ^{1,3,4}

- 18 1. Title II of the Americans with Disabilities Act ²
- 19 2. Title IX of the Education Amendments of 1972 ⁷
- 20 3. Section 504 of the Rehabilitation Act of 1973 ⁵
- 21 4. Claims of sexual harassment under Title VII of the Civil Rights Act of 1964 and Title IX of the
22 Education Amendments of 1972 ^{6,7}

23 The complaint manager will endeavor to respond and resolve complaints without resorting to this
24 grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The
25 right of a person to prompt and equitable resolution of the complaint shall not be impaired by the person's
26 pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other
27 remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit
28 of other remedies.

- 1 1. Filing a Complaint — An employee who wishes to avail themselves to this grievance procedure
 2 may do so by filing a complaint with any district complaint manager. The complaint manager
 3 may assist the employee in filing a grievance.
- 4 2. Investigation — The complaint manager will investigate the complaint or appoint a qualified
 5 person to undertake the investigation on his/her behalf. The complaint and identity of the
 6 complainant will not be disclosed except (1) as required by law or this policy; or (2) as necessary
 7 to fully investigate the complaint; or (3) as authorized by the complainant. The complaint
 8 manager shall file a written report within ten (10) **calendar** days of the filing of the grievance, of
 9 his or her findings with the superintendent. If a complaint of sexual harassment contains
 10 allegations involving the superintendent, the written report shall be filed with the Board.
- 11 3. Decision and Appeal — After receipt of the complaint manager's report, the superintendent shall
 12 render a written decision within five (5) **business** days of the receipt of the report that shall be
 13 provided to the employee. If the employee is not satisfied with the decision, the employee may
 14 appeal the decision to the Board by making a written request to the complaint manager. The
 15 complaint manager shall be responsible for promptly forwarding all materials relative to the
 16 complaint and appeal to the Board. Thereafter, the Board shall render within thirty (30) **calendar**
 17 days from the date the appeal was received, review the report and affirm, overrule or modify the
 18 decision and render a written finding that shall be provided to the complainant. This grievance
 19 procedure shall not be construed to create an independent right to a Board hearing.

20 APPOINTING COMPLAINT MANAGERS

21 ~~The superintendent shall serve as the complaint manager and may be contacted as follows:~~

22 The superintendent shall appoint at least two complaint managers, one of each gender. The Federal
 23 Rights Coordinator may be appointed as a complaint manager.

24 **District Federal Rights Coordinator:**

25 Federal Programs Supervisor
 26 titleix@lakelandk12.org
 27 10001 Highway 70
 28 Lakeland, Tennessee 38002
 29 901.867.5412

Legal References

1. Age Discrimination Employment Act, 29 U.S.C. § 621 et seq.
2. Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.
3. Equal Pay Act, 29 U.S.C. § 206(d)
4. Immigration Reform and Control Act, 8 U.S.C. § 1324a et seq.
5. Rehabilitation Act, 29 U.S.C. § 791 et seq.
6. Title VII of Civil Rights Act, 42 U.S.C. § 2000e et seq.

Cross References

Section 504 and ADA Grievance Procedures 1.802
 Discrimination/Harassment of Employees (Sexual, Racial,
 Ethnic, Religious) 5.500
 Code of Conduct 6.300

7. Title IX of the Education Amendments, 20 U.S.C. § 1681 et seq.



Sports

Middle School Football	6-8	MS Track Boys	6-8
High School Football	9-12	MS Track Girls	6-8
MS Basketball Boys	6-8	HS Track Boys	9-12
MS Basketball Girls	6-8	HS Track Girls	9-12
HS Basketball Boys	9-12	HS Cross Country Boys	9-12
HS Basketball Girls	9-12	MS Cross Country Boys	6-8*
MS Baseball	6-8	HS Cross Country Girls	9-12
HS Baseball	9-12	MS Cross Country Girls	6-8*
MS Cheer-basketball	5-8	HS Soccer Boys	9-12
HS Cheer-basketball	9-12	HS Soccer Girls	9-12
MS Cheer Competitive	5-8	MS Soccer Boys	6-8
HS Cheer Competitive	9-12	MS Soccer Girls	6-8
MS Volleyball	6-8	HS Lacrosse Boys	9-12
HS Volleyball	9-12	MS Lacrosse Boys	5-8
MS Softball	6-8	HS Swimming	9-12
HS Softball	9-12	MS Swimming	6-8*
HS Golf Boys	9-12	HS Tennis	9-12
HS Golf Girls	9-12	MS Tennis	6-8*
MS Golf Boys	6-8		
MS Golf Girls	6-8		
HS Wrestling	9-12		

Some TSSAA sports allow 8th graders to participate on high school teams, but that varies by sport and may vary by season. Coaches will announce during tryouts whether 8th graders are eligible to try out for high school teams. *5th graders may participate in Cross Country practices with LPS, but they run on LES's team. 5th graders may practice with middle school swim, however they cannot compete until they are in 6th grade.



MIDDLE SCHOOL CLUBS

Club	Grades Involved	Description
Junior Beta Club	6th, 7th, 8th	National Beta Club is the largest independent, non-profit, educational youth organization in America. And for more than 80 years, it has prepared today's students to be tomorrow's leaders. The National Beta Club is an organization for 4th through 12th grade students in the United States. Its purpose is "to promote the ideals of academic achievement, character, leadership and service among elementary and secondary school students."
Art Club	5th, 6th, 7th, 8th	*These clubs may be combined or may stay separate. 5th-6th Grade Art Club will be tailored to students who want to dive a little deeper in the art making process. Students will be focusing on an artist and creating artwork that is inspired by that artist. Students involved in art classes should apply. Art Club will meet once a week for a 4-5 week period during the second semester. 7th-8th Grade Art Club will include (but is not limited to) creating banners, posters, etc. for school events. They will also be involved in creating art for the plays. Students will be required to have a high level of artistic skills and be self motivated to complete projects. Art Club will meet periodically throughout the year.
Chess Club	5th, 6th, 7th, 8th	Students learn and play chess! FOUNDERS OF MID-SOUTH CHESS are International Grandmaster Alex Stripunsky, a competitive player and premier chess instructor dedicated to spreading quality chess in the Mid-South, and International Master Jake Kleiman, a native Memphian and Phi Beta Kappa Rhodes College graduate recognized as one of the top players in the country. MID-SOUTH CHESS INSTRUCTORS are college students and recent graduates who must exhibit chess ability, skill, enthusiasm, play actively, possess communicative-child friendly skills and fine moral character. Our instruction has spanned 21 years in Memphis and includes coaching elementary, middle, and high school students, camps, tournaments, seminars, and simultaneous chess exhibitions.
Drama Club - Soon to be Thespian Troupe	5th, 6th, 7th, 8th	Jr. Thespian and Thespian Troupe 10902 - Lakeland Preparatory School - Commitment to theatre is what the International Thespian Society is all about. The Society was established in 1929 by a group of college and high school teachers in Fairmont, West Virginia. They named their organization for Thespis, the Greek who, according to legend, was the first actor; their guiding principle was a dedication to excellence in theatre arts in secondary schools. In the years since, the Society has grown into an international organization with more than 2.2 million members, but its goals haven't changed; the International Thespian Society still strives to make education and arts programs places for good theatre and to honor those students who do theatre well. The Society is a service as well as an honorary organization. This school year we will hold Thespian meetings, elect officers, attend the TN Thespian Conference in January and have special events. We are excited for the future of Jr. Thespian and Thespian Troupe 10902.
Jazz Band	5th, 6th, 7th, 8th	The LPS Jazz Bands will serve as an introduction to the rich history of jazz music. Through ensemble rehearsal, individual practice, and a variety of performance opportunities, the student will gain an understanding and appreciation for this great art form. Emphasis will be placed on rudimentary improvisational skills, a sense of personal accountability, and musicianship as well as performance techniques. Members will study and perform different forms of music including jazz, funk, and blues. Each student is expected to show musical and technical growth through participation in this ensemble. Public and outside of school day performances are a requirement of the ensemble.



MIDDLE SCHOOL CLUBS

Club	Grades Involved	Description
Gamers Unplugged	5th, 6th, 7th, 8th	Gamers Unplugged is a time for students to unplug from technology and have fun with their fellow classmates. Students play non-electronic card games, board games, and building games with one another. This club was funded by an LEF grant and will enter into its second year this school year. The club had 59 members last school year.
National Elementary Honor Society	5th	The National Elementary Honor Society (NEHS) provides students in Fifth Grade a place to develop and apply their passion for service, while obtaining the skills to be confident young leaders for years to come. NEHS membership is centered on recognizing students for their accomplishments while challenging and equipping them to develop further as leaders through service to their school and community. The NEHS program empowers and equips our students with the knowledge and skills to be transformative leaders in our school, community, and beyond.
National Junior Honor Society	6th, 7th, 8th	The National Junior Honor Society (NJHS) provides students with the opportunity to show their outstanding qualities in scholarship, character, citizenship, leadership, and service. NJHS is an honor society that meets once a month; we have guest speakers, group building exercises, and discussions about the five pillars that form the foundation of NJHS.
Spanish Club	5th, 6th, 7th, 8th	This club is for students to come and explore the diverse perspectives of the Spanish speaking world. Whether to bolster the learning taking place in Spanish class or to increase awareness and curiosity for language learning and culture, Spanish club provides a safe space for all middle school students to engage in some cultural celebrations, experience some traditional foods, play with the language, listen to guest native speakers, and understand more about what connects us all as a global community.
Student Ambassadors	5th, 6th, 7th, 8th	The LPS Student Ambassadors Program is a leadership opportunity for students who would like to represent Lakeland Preparatory School. This group of students will be dedicated to the positive promotion of our school. They will play an active role in welcoming new students, leading school tours for visitors, and helping with a variety of school-related events. Ambassadors will show leadership, good judgment, maturity, honesty, and integrity while upholding their responsibilities of being a model student.
Student Council (MS)	5th, 6th, 7th, 8th	This is an annually elected body of students serving the high school student community. It consists of 4 officer positions (President, Vice President, Secretary and Historian) and 5 representatives from each class (freshmen, sophomores, juniors, seniors). The entire council meets monthly and the executive council meets bi weekly. The group carries out a variety of events, activities and programs with the aim of fostering community and school spirit. Students may also be asked to work in tandem with faculty and administration in advising policies which affect student life.
Origami Club	5th, 6th, 7th, 8th	The Origami Club focuses on a different paper folding project each meeting, ranging from small boxes to animals. Club members may request to lead a meeting to teach the group how to create an origami project of their choice. No experience is required and all ability levels are welcome. Only students in grades 5-8 may join.



MIDDLE SCHOOL CLUBS

Club	Grades Involved	Description
Robotics Club	6th, 7th, 8th	This program will primarily focus on VEX IQ Robotic Competitions. VEX IQ is the world's largest robotics competitions for middle school students. Student's (grade 6-8) required applications will be considered and awarded final membership via teacher invitation. Selected team members will apply classroom STEM concepts, complete research, and create innovative CODING solutions to problems. Teams will also work together using a completely tool-less method of robotic assembly. This is a multi-membered team activity. Students MUST be dedicated to working both independently and collectively within their group. Members MUST also be committed to attending EVERY meeting and participating throughout their time on the team.
Kindness Club	5th, 6th, 7th, 8th	This 5 - 8 club works to highlight LPS groups, students, or teachers to spread kindness to. Typically, we create cards and goodie bags. It is a free club.
Pokemon Club	5th, 6th, 7th, 8th	This 5 - 8 club is a place for students to play the Pokémon card game. Students may leave cards with Mrs. Campbell in the morning on club days. They may show their cards during club time, but they may not have them out at school.
History Club	8th	This new club will serve as a "deeper dive" into the 8th Grade Social Studies curriculum. It will increase students' enthusiasm for American history (especially Tennessee history) through morning meetings and parent-accompanied Saturday field trips to historic sites and museums. History club students would also learn how to properly raise, lower, and fold our school's flags, assisting Student Council with flag duty when needed.
Battle of the Books	5th and 6th	Students read books and come together, usually in groups, to demonstrate their abilities and to test their knowledge of the books they have read.
LPS Community Book Club	7th and 8th	In our club students in grades 7 and 8 will participate in a book club with the faculty and staff. Students will meet twice a month. At one meeting students will write discussion questions and plan the club meeting. The second meeting of the month will be with the faculty/staff participants. At this time students will take turns asking discussion questions about the book and leading the conversations. Each month there will be a new book that is appropriate for all audiences in the club.
Fellowship for Christian Students	7th and 8th	Fellowship of Christian Students is an Equal Access Club that studies the Bible, what it means to be Christian, and how to better understand our religion. We work together to strengthen our community and to become better people, regardless of what Christianity branch. Last year (and the year before), members of the club volunteered to present their own Bible Study. We alternate weeks to learn about different aspects of the Bible and how to grow in our faith. We work to strengthen bonds between the members and how to be better people through Christian ideals. Fellowship of Christian Students is a source for community, religious growth, and stronger ties in life.
Lunch Time Book Club	5th-8th	The librarian will choose the books, and students will participate in reading and discussing the books during lunch usually once per week.



HIGH SCHOOL CLUBS

Club	Grades Involved	Description
Knowledge Bowl	9-12	This is a high school based club which practices competitive knowledge based questions in a timed scenario. The team competes against other area high schools in local tournaments and WREG's pre-recorded, televised tournament. The team practices monthly and holds other practice rounds as necessary.
HS Student Council	9-12	This is an annually elected body of students serving the high school student community. It consists of 4 officer positions (President, Vice President, Secretary and Historian) and 5 representatives from each class (freshmen, sophomores, juniors, seniors). The entire council meets monthly and the executive council meets bi weekly. The group carries out a variety of events, activities and programs with the aim of fostering community and school spirit. Students may also be asked to work in tandem with faculty and administration in advising policies which affect student life.
BETA Club	9-12	"National Beta is committed to recognizing high academic achievement, rewarding and nurturing worthy character, fostering leadership skills and encouraging service to others."
Art Club	9-12	Art club is a chance for students who have a strong interest in art to come and create along with other like minded students. We will have different projects and pieces that will help students to understand art and its relation to the school and community. Students applying should be responsible, self motivated, and excel in the art classroom.
Robotics Club	9-12	Planning and Preparing for Robotics Competitions
Marching Band	9-12	The Marching Band is a music ensemble that meets during the summer and fall. The ensemble consists of woodwinds, brass, percussion, and a color guard. The Marching band provides entertainment at home football games, local events, and competes all over the Mid-South.
Color Guard/Winter Guard	9-12	Color guard is a part of the marching band that uses flags, dance, rifles, sabres, and other equipment to visually represent what is happening in the music. Since color guard is part of the marching band, the season begins mid-summer and continues throughout the fall. Winterguard is a group that uses choreography, dancing, staging, and equipment (flags, rifles, sabres, etc.) to interpret music. Although similar to color guard, winterguard is performed indoors without the band and occurs during the winter/spring seasons.
Emerging Bilingual Club	9-12	The Emerging Bilingual Club proposes to promote awareness, appreciation, and understanding of the people and diverse cultural productions of the languages around the world. It also proposes to contribute and encourage the study and appreciation of world languages. Finally, it proposes to foster friendly relations with other clubs and organizations, as well as the community, and to work with them to better understand diversity through cultural awareness. The Emerging Bilingual Club is composed of students in all levels or just those who are interested in diverse cultures.
Technology Community	9-12	Students will learn the importance of using graphic design and communication as a tool to keep our community informed of events and happenings within the school. Students will learn to design, edit, and proof graphics and articles as well as utilize technology to provide resources and technology tutorials to the community and school. Students will also learn the importance of digital citizenship and understand the digital footprint their interactivity with technology creates.



HIGH SCHOOL CLUBS

Club	Grades Involved	Description
Theatre - Soon to be Thespian Troupe	9-12	Jr. Thespian and Thespian Troupe 10902 - Lakeland Preparatory School - Commitment to theatre is what the International Thespian Society is all about. The Society was established in 1929 by a group of college and high school teachers in Fairmont, West Virginia. They named their organization for Thespis, the Greek who, according to legend, was the first actor; their guiding principle was a dedication to excellence in theatre arts in secondary schools. In the years since, the Society has grown into an international organization with more than 2.2 million members, but its goals haven't changed; the International Thespian Society still strives to make education and arts programs places for good theatre and to honor those students who do theatre well. The Society is a service as well as an honorary organization. This school year we will hold Thespian meetings, elect officers, attend the TN Thespian Conference in January and have special events. We are excited for the future of Jr. Thespian and Thespian Troupe 10902.
HOSA Health Occupations Students of America	9-12	HOSA provides a unique program of leadership development, motivation, and recognition exclusively for secondary, postsecondary, adult, and collegiate students enrolled in health science education and biomedical science programs or have interests in pursuing careers in health professions. https://hosa.org/
DECA Distributive Education Clubs of America	9-12	DECA prepares emerging leaders and entrepreneurs for careers in marketing, finance, hospitality and management in high schools and colleges around the globe. https://www.deca.org/
SkillsUSA	9-12	A nonprofit national education association, SkillsUSA serves middle-school, high-school and college/postsecondary students preparing for careers in trade, technical and skilled service occupations. https://www.skillsusa.org/
TSA Technology Student Association	9-12	The Technology Student Association fosters personal growth, leadership, and opportunities in technology, innovation, design, and engineering. Members apply and integrate science, technology, engineering and mathematics (STEM) concepts through co-curricular activities, competitions and related programs. https://tsaweb.org/
History Club	9-12	This new club will serve as a "deeper dive" into the 8th Grade Social Studies curriculum. It will increase students' enthusiasm for American history (especially Tennessee history) through morning meetings and parent-accompanied Saturday field trips to historic sites and museums. History club students would also learn how to properly raise, lower, and fold our school's flags, assisting Student Council with flag duty when needed.
National Honor Society	10-12	The National Honor Society enshrines four pillars at its heart: Scholarship, Service, Leadership, and Character. More than mere badges of honor for NHS members, these principles are transformative keys that unlock potential, enhancing every student's educational journey, and ultimately empowering them to make profound, enduring contributions to our world.
Fellowship for Christian Students	9-10	Fellowship of Christian Students is an Equal Access Club that studies the Bible, what it means to be Christian, and how to better understand our religion. We work together to strengthen our community and to become better people, regardless of what Christianity branch. Last year (and the year before), members of the club volunteered to present their own Bible Study. We alternate weeks to learn about different aspects of the Bible and how to grow in our faith. We work to strengthen bonds between the members and how to be better people through Christian ideals. Fellowship of Christian Students is a source for community, religious growth, and stronger ties in life.
Lunch Time Book Club	9-12	The librarian will choose the books, and students will participate in reading and discussing the books during lunch usually once per week.



HIGH SCHOOL CLUBS

Club	Grades Involved	Description
Chess Club	9-12	Students learn and play chess! FOUNDERS OF MID-SOUTH CHESS are International Grandmaster Alex Stripunsky, a competitive player and premier chess instructor dedicated to spreading quality chess in the Mid-South, and International Master Jake Kleiman, a native Memphian and Phi Beta Kappa Rhodes College graduate recognized as one of the top players in the country. MID-SOUTH CHESS INSTRUCTORS are college students and recent graduates who must exhibit chess ability, skill, enthusiasm, play actively, possess communicative-child friendly skills and fine moral character. Our instruction has spanned 21 years in Memphis and includes coaching elementary, middle, and high school students, camps, tournaments, seminars, and simultaneous chess exhibitions.

**INTERLOCAL AGREEMENT FOR
STUDENT TRANSPORTATION ASSISTANCE**

This Agreement is made and entered into by and between the Collierville Schools Board of Education (“Provider”), a public school district, located at 145 West Poplar Ave, Collierville, TN 38017 and Arlington Community Schools Board of Education, Bartlett City Schools Board of Education, Lakeland School System Board of Education, and the Germantown Municipal School District Board of Education, (the “Districts” or the “Boards”).

WITNESSETH:

WHEREAS, pursuant to Tennessee Code Annotated §7-51-908, the Parties are authorized to contract among themselves for matters concerning education; and

WHEREAS, the Parties are in need of Student Transportation services in order to serve their present and future needs; and

WHEREAS, the Collierville Schools Board of Education has a Student Transportation staff with sufficient qualifications to provide those services to the Board; and

WHEREAS, the Parties have agreed to enter into this Agreement to effect the purposes stated herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the Collierville Schools Board of Education (the “Provider”) and the Boards agree as follows:

1. Purpose – The purpose of this Agreement is to authorize the Provider to deliver Student Transportation services to the Districts in exchange for consideration under the following terms and conditions.
2. Designated Representatives – To implement this Agreement, each Party’s Director of Schools or their designee shall be that Party’s representative with regard to their respective Districts’ Student Transportation needs and all other matters pertaining to those services provided pursuant to this Agreement. Such designees, hereinafter collectively referred to as the “Directors,” shall serve as the point of contact for the Provider, the Provider’s Director, and all Student Transportation personnel concerning disputes regarding the terms of this Agreement or any services provided hereunder.
3. Services – The Provider shall cause its Student Transportation personnel (“Student Transportation Personnel”) to deliver the Student Transportation (the “Services”) outlined on Attachment A to the Districts pursuant to applicable federal, state and local laws, codes, rules and regulations.
4. Third-Party Contract(s) – The Parties expressly acknowledge, and this Agreement contemplates, that Provider has entered into a third-party contract, which includes a yearly subscription cost, for Student Transportation software (the “Software”)

necessary for the delivery of the Services outlined on Attachment A. The Software shall be made accessible to the Districts subject to the terms and conditions stated on Attachment B. Each such third-party software contract shall be and is hereby incorporated herein by reference, and each of the Parties shall be bound by all terms, conditions, obligations, limitations and exclusions set forth therein as if a signatory thereto, including but not limited to any warranties, limitations on warranties, limitations of liability, intellectual property rights and restrictions, and termination provisions, provided that Provider shall not bind Parties to indemnification of a third party provider to an extent impermissible under Tennessee law. Such terms, conditions, obligations, limitations and exclusions shall apply to any claim by any District or Board against Provider concerning the subject matter hereof.

The Parties further acknowledge that each District has collectively entered into an agreement with Durham School Services, L.P. (“Bus Vendor”) for the transportation of its pupils using vehicles provided by the Bus Vendor. While the Provider may, as outlined on Attachment A, schedule and coordinate routing for each District with the Bus Vendor and, for escalated issues and upon request, act in a limited capacity as a liaison between the Bus Vendor and the Districts, the Bus Vendor’s services shall be governed exclusively by the agreement between the Districts and the Bus Vendor and the Provider shall not be responsible in any way for such services. Likewise, the Student Transportation Services to be provided under this Agreement shall not include any of the services for which the Districts have contracted with the Bus Vendor, nor shall the terms and conditions of the contract between the Bus Vendor and the Districts govern the instant Agreement in any respect.

5. Oversight – The Provider shall use its own facilities, equipment, personnel, and personnel policies in providing the Services under this Agreement. Student Transportation Personnel shall be considered employees of the Provider for all purposes and shall not be under the control or supervision of the Parties’ Boards or Directors of Schools.
6. Relationship Between the Parties – The relationship between the Boards and the Provider or the Provider’s Student Transportation Personnel shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.
7. Consideration – In consideration for the Services listed in Attachment A, each District shall pay the Provider twenty percent (20%) of the cost of providing Student Transportation Services.
8. Extraordinary Expenditures – If the Provider determines that an expense/s outside of the “contract price” may be incurred, Provider shall provide the anticipated expense/s to the affected Districts prior to incurring the expense/s. If the affected District(s) believe that the expense/s are necessary, the expense/s shall be equally apportioned between the Provider and the affected District(s). Services beyond

those listed in Attachment A will be outside the scope of this Agreement and must be agreed upon, in writing, by the Provider and the party(s) for whom the additional work will be performed prior to commencement of any such work.

9. Payment – The Provider shall invoice the Boards monthly, with the first payment being due July 1, 2023. All payments shall be remitted within thirty (30) calendar days to Collierville Schools, Attention: Chief Financial Officer, 146 College Street, Collierville, TN 38017.
10. Term – The term of this Agreement shall commence on July 1, 2023 and shall end on the termination of the Agreement between the Districts and the Bus Vendor.
11. Termination for Cause – If, through any cause, any Party shall breach a material term of this Agreement by failing to fulfill in a timely and proper manner its obligations under this Agreement or by violating any of the covenants, agreements, or stipulations of this Agreement, the non-breaching Party may terminate this Agreement. The non-breaching Party shall provide all Parties with written notice specifying the nature of the breach, and the breaching Party shall have thirty (30) days in which to cure the breach. Should the breaching Party fail to cure the breach, the non-breaching Party shall provide written notice of such failure to cure and such Agreement shall terminate as to that Party no earlier than fourteen (14) days after such notice. Termination by one Party, other than the Provider, pursuant to this paragraph, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with respect to all other Parties. Except for circumstances beyond the Provider’s control which make the continued performance of this Agreement impossible or impracticable with respect to the non-breaching Districts, termination by the Provider pursuant to this paragraph shall be effective only with regard to the breaching District; the Agreement shall continue under the same terms and conditions with respect to all other Districts.
12. Access to Student Transportation Services – The Parties acknowledge that Student Transportation Services provided under this Agreement are equally available to all signatories hereto. The Provider agrees that Student Transportation Personnel employed in furtherance of this Agreement shall use best efforts at all times to provide equal access to the Services.
13. Force Majeure – If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond any Party’s reasonable control (“Force Majeure”), and if the Party unable to carry out its obligations gives the other Parties prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such

causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

14. Liability – Each Party to this Agreement shall be solely responsible for its own actions and the actions of its employees and agents conducted pursuant to this Agreement. The Provider shall offer the Services to the Parties in an advisory role, and all decision-making authority remains entirely vested in each District. The Parties confer no agency or authority, either express or implied, on the Provider for which any third party may rely. To the extent permitted by Tennessee law, each party to this Agreement shall hold harmless the Provider, and its members, directors, agents and employees, including Provider’s Transportation Personnel, from any and all liabilities arising out of the rendition of services hereunder unless such liabilities arise from the willful and intentional acts of Provider or its members, directors, agents and employees.

15. Governing Law – This Agreement shall be exclusively governed by the laws of the State of Tennessee.

16. Notice – All notices to Consortium required under this Agreement shall not be effective unless in writing and sent by certified mail to the following:

a) Notices to Collierville Schools shall be sent to:

Attn: Superintendent’s Office
Collierville Schools
145 W. Poplar Ave,
Collierville, TN 38017

b) Notices to Bartlett City Board of Education shall be sent to:

Attn: Superintendent’s Office
Bartlett City Schools
5650 Woodlawn Drive
Bartlett, TN 38134

c) 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

d) Notices to Lakeland Board of Education shall be sent to:

Attn: Superintendent's Office
Lakeland School System
5020 Lions Crest Drive
Lakeland, TN 38002

- e) Notices to Germantown Municipal School District Board of Education shall be sent to:

Attn: Superintendent's Office
Germantown Municipal School District
3350 S. Forest Hill-Irene Rd,
Germantown, TN 38138

17. Entire Agreement – This Agreement and any attachments included herewith at the time of execution of this Agreement contain the entire agreement between the Parties as to the subject matter herein, and no statements, promises, or inducements made by any party or agent of any party that is not contained in this written Agreement shall be valid or binding.
18. Modifications in Writing – This Agreement may not be amended, enlarged, modified or altered except in writing and signed by all affected Parties.
19. Assignment – The rights and obligations of this Agreement are not assignable.
20. No Consent to Breach – No consent or waiver, express or implied, by any Party to this Agreement to or of any breach or default by any other Party to this Agreement in the performance by such other Party 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 Party to this Agreement to complain of any act or failure to act of any other Party to this Agreement, or to declare such Party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.
21. Severability – If any provision of this Agreement is held to be invalid, unlawful, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such invalid, unlawful, or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such invalid, unlawful, or unenforceable provision or by its severance therefrom.
22. 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.

23. Counterparts - This Agreement may be signed in multiple counterparts, each of which shall be an original, and shall be binding on the Parties hereto and their servants and assigns.
24. Effective Date – This Agreement shall not be binding upon the Parties until it has been properly approved by the Boards of Education of the respective parties and has been signed by the authorized representatives of the Parties. When it has been so approved and signed, this Agreement shall be effective as of July 1, 2023.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the date and year hereof.

Collierville Board of Education

Wright Cox, Chair

Gary Lilly, Superintendent

APPROVED AS TO FORM:

Board Attorney

Arlington Community Schools Board of Education

Scott Benjamin, Chair

Jeffery Mayo, Superintendent

APPROVED AS TO FORM:

Board Attorney

Bartlett City Schools Board of Education

Shirley Jackson, Chair

David Stephens, Superintendent

APPROVED AS TO FORM:

Board Attorney

Lakeland Board of Education

Laura Harrison, Chair

Ted Horrell, Superintendent

APPROVED AS TO FORM:

Board Attorney

**Germantown Municipal School District
Board of Education**

Ryan Strain, Chair

Jason Manuel, Superintendent

APPROVED AS TO FORM:

Board Attorney

ATTACHMENT A- SCOPE OF STUDENT TRANSPORTATION SERVICES

Student Transportation Services (the “Services”) pursuant to this Agreement shall include, but not be limited to, the following:

1. Assist and advise the Districts with regard to all matters relating to compliance with school transportation objectives, policies, and procedures of the Tennessee Department of Education and state and federal laws and regulations related to school transportation;
2. Assist and advise the Districts with regard to establishing goals and objectives for the Districts’ future student transportation needs;
3. Assist and advise the Directors on all administrative matters related to transportation and prepare reports and make presentations, as requested;
4. Encode policy, route students, assign stops, and schedule buses for the Districts using Transportation Software;
5. Coordinate transportation routing and schedule transportation services with Bus Vendor for each District to ensure safety and efficiency;
6. Recommend and coordinate route changes during the school year to ensure student loads are balanced and within legal limits and, upon approval of such changes by the Directors, communicate such changes to the Bus Vendor;
7. When the Bus Vendor is unable to resolve issues related to parent concerns regarding school bus stop placement, hardship waivers, and routing schedules, assist the Districts, as requested, on researching and resolving such escalated issues;
8. Respond to requests from the Directors or their designees to provide information related to transportation services;
9. Make recommendations and communicate with the Directors regarding routes for newly enrolled students, schedules, missed stops, bus/route changes and other updates;
10. Update computerized District maps for each District with information provided by the Planning Department;
11. Generate reports, maps, and route information using Transportation Software and disseminate to appropriate personnel in each District;
12. Assist Districts, as requested, and serve as a liaison between the Districts and the supplying Bus Vendor with regard to developing transportation budget proposals for the department of instruction, special education, and alternative services;

13. Make recommendations, as requested, with regard to opening and closing times for all schools to ensure efficiency of service. The Bartlett City Schools, the Lakeland School System, and the Arlington Community Schools acknowledge a three tiered bell system for the purpose of school start and end times for the term of this Agreement. If one or more Parties decide to implement a different system of bell times (“Change”), and such Change directly impacts the costs or efficiency of student transportation in another District (“Affected District”) as determined by the Provider or, in the case of a Provider Change, as determined by the Bus Vendor, then the changing Party shall reimburse the Affected District(s) for the direct costs incurred that constitute more than two and a half percent (2.5%) of the Affected District’s total year’s costs under the Consortium’s with the Bus Vendor, or Fifty Thousand Dollars (\$50,000), whichever is less. Direct costs include, but are not limited to, additional costs incurred due to the loss of shared routes between Districts. This provision shall not apply to the Collierville Schools or to the Germantown Municipal School District.
14. Assist and advise Districts with regard to coordinating the placement of crossing guards for schools with law enforcement officials in each District, as requested;
15. Evaluate and make recommendations, as requested, with regard to planning and coordinating safest delivery patterns for students on each campus;
16. Make recommendations with regard to establishing Parent Responsibility Zones for each school to determine student eligibility for transportation services;
17. Consult with the Directors as requested to assist with, guide and/or coordinate training of the Districts’ employees on Transportation Software;
18. Organize, prepare, and process State transportation reports, subject to review and approval of the Districts;
19. Assist Districts, as requested, with the administration of grant funds related to transportation and prepare any requisite reports related to same, subject to review and approval of the Districts; and
20. Any other such duties reasonably related to transportation services as assigned or requested by the Directors.

ATTACHMENT B – THIRD-PARTY CONTRACT(S)

The Interlocal Agreement for Student Transportation Assistance acknowledges that Provider has entered into a third-party contract and subscription with Tyler Technologies, Inc. (the “Software Vendor”) for Routing & Planning software, e-Link software, and Onscreen (GPS) software (the “Software”), which Software is necessary for the delivery of the Services outlined on Attachment A. While the Provider shall be the exclusive licensee of such Software, reports, maps, routes, and other transportation reports generated by the Software will be made accessible to the Districts subject to the following terms and conditions:

1. Scope of Services to be Provided under Third-Party Contract – The Software Vendor shall provide all services and deliverables to the Provider as required, described, and detailed in the Software Vendor’s Statement of Work.
2. Consideration – Payment for the Districts’ access to the Software shall be made as follows:
 - a) Annual Software Costs – The Software Vendor’s annual costs associated with the licensing of and access to the Software (“Annual Software Costs”) shall be included in the Provider’s Annual Student Transportation Budget(s) and, accordingly, shall be apportioned among the Districts.
3. Software Vendor Services Outside the Statement of Work – Software Vendor services beyond what is included in the Software Vendor’s Statement of Work are outside the scope of this Agreement and shall be the responsibility of the District for whom the additional services are requested (the “Requesting District”).
 - a) Any District in need of such additional services shall communicate such request to the Provider’s Transportation Personnel. Upon such notice, Transportation Personnel will function as the Requesting District’s point of contact with the Software Vendor to arrange for such additional services.
 - b) The Requesting District shall enter into a Statement of Work with the Software Vendor for the additional services and Software Vendor shall invoice the Requesting District directly for any and all costs and fees related to the provision of such additional services. In no event shall the Provider be responsible for any charges, fees, or costs related to the provision of such additional services to the Requesting District.
4. Termination –
 - a) Rights Upon Termination – The Districts’ payment for Annual Software Costs shall entitle any District which terminates according to the terms of the Agreement (the “Terminating District”) to its electronic records maintained by the Software Vendor and any associated records or documents maintained by the Provider, but such Terminating District shall have no right to the software itself, the software license and/or subscription, or any service included in the Software Vendor’s Statement of Work beyond the date of termination. In no

event shall the Terminating District be entitled to a refund of its share of the Initial Software Costs.

- b) Fees and Costs Related to Termination – Software Vendor’s charges or fees, if any, related to cancelling the Terminating District’s access to the Software or packaging and/or exporting the Terminating District’s electronic records shall be invoiced directly to the Terminating District. Likewise, any other Software Vendor charges or fees incurred by Provider that arise out of the Terminating District’s decision to terminate shall be invoiced by the Provider to the Terminating District.
5. Access to Technical Support or Information – The Parties acknowledge that the Provider’s Transportation Personnel are the primary points of contact with the Software Vendor for the provision of the services outlined in the Software Vendor’s Statement of Work. The Provider’s Transportation Personnel has developed a protocol for requesting technical support, maintenance, and/or information related to the Software. Such protocol shall ensure that Transportation Personnel are apprised of all such requests and that the Districts’ are provided prompt and efficient access to technical support, maintenance, and/or information from the Software Vendor.

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BOARDMANSHIP CODE OF CONDUCT

The Board adopts these standards as recommended by the Tennessee School Boards Association as a guide to its members as they provide educational leadership for the youth of our state.

ARTICLE I. My Relations to the Children

- Section 1.** I will at all times think in terms of “children first,” always determining how my actions and decisions will affect the education and training of children.
- Section 2.** I will seek to provide equal educational opportunities for all children.

ARTICLE II. My Relations to My Community

- Section 1.** I will endeavor to appraise fairly both the present and future educational needs of the community and to support improvements as finances permit.
- Section 2.** I will represent at all times the entire school community and refuse to represent special interests or partisan politics.
- Section 3.** I will endeavor to keep the community informed about the progress and needs of the schools.
- Section 4.** I will represent the Board and the school district to the public in such a way as to promote both interest and support.
- Section 5.** I will refer to other board members, staff, students, and the public with respect when using social media.

ARTICLE III. My Relations to Teachers and Personnel

- Section 1.** I will support the employment of those best qualified to serve as employees and insist on a regular and impartial evaluation of all staff.
- Section 2.** I will support and protect personnel in performance of their duties.
- Section 3.** I will not criticize employees publicly but will express any relevant concerns to the Superintendent for investigation and action if necessary.

ARTICLE IV. My Relations with other Board Members

- Section 1.** I will understand that the Board makes decisions as a team and that individual board members may not commit the Board to any action.
- Section 2.** I will accept the will of the majority vote in all cases and give support to the resulting action.

- Section 3.** I will work harmoniously with other board members without trying to dominate the Board or neglect my share of the work.
- Section 4.** I will refuse to make promises as to how I will vote on a matter that will come before the Board.
- Section 5.** I will make decisions only after a complete discussion of items at a board meeting.

ARTICLE V. My Relations with the Superintendent

- Section 1.** I will support the full administrative authority as well as responsibility for the Superintendent to properly discharge all professional duties.
- Section 2.** I will hold the Superintendent accountable for working with staff and requiring them to work within the framework of policies set up by the Board.
- Section 3.** I will understand that the Board sets the standards for the school district through policy and that board members do not manage the district on a day-to-day basis.
- Section 4.** I will refer all complaints and concerns to the Superintendent and abstain from individual counsel and action in regard to staff members.

ARTICLE VI. My Relations to Myself

- Section 1.** I will uphold the integrity and independence of the position.
- Section 2.** I will become familiar with federal and state education laws and school board policies.
- Section 3.** I will educate myself about my duties and responsibilities and current educational issues by individual study and through participation in programs providing needed information.
- Section 4.** I will continually advocate for the goals of the school district.
- Section 5.** I will vote and act impartially for the good of the school district.
- Section 6.** I will avoid conflicts of interest, and I will refrain from using my position on the Board for personal or partisan gain.
- Section 7.** I will attend all board meetings to the extent possible and become informed concerning the issues to be considered at those meetings.
- Section 8.** I will model civility to students, employees, and all elements of the community by encouraging the free expression of opinion by all board members and engaging in respectful dialogue with fellow board members on matters being considered by the Board.

Board Member

Date