

GMSD Work Session
September 24, 2020 5:30 PM
Board Room, GMSD Office

1. Revision of Policy
2. Miscellaneous FY20-21 Budget Amendments # 8,9, 10 and 11
3. Houston High School Softball Field Design Agreement
4. GMSD Strategic Plan 2025
5. Further Business

Germantown Municipal School District

| | | | |
|--|--|----------------------------------|----------------------------------|
| Monitoring: Review: Annually, in September | Descriptor Term: Discipline Procedures | Descriptor Code: 6.313 | Revised Date: 09/24/20 |
| | | Rescinds: | Issued: 10/07/19 |

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

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

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

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

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

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1 **MISBEHAVIORS: *Category A – State Zero Tolerance***

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

- 3 1. Aggravated assault resulting in serious bodily injury upon any teacher, principal,
4 administrator, any other employee of an LEA or SRO;
- 5 2. Unlawful possession, sale, or evidence of use of any drug, including controlled
6 substances, as defined by T.C.A. § 39-17-402 - § 39-17-415, controlled
7 substance analogues, as defined by T.C.A. § 39-17-454, or legend drugs, as
8 defined by T.C.A. § 53-10-101, on school property, or property under the
9 school’s jurisdiction during school hours, or at a school-sponsored activity.
- 10 3. Unauthorized possession of a firearm on school property, or property under the
11 school’s jurisdiction during school hours, or at a school-sponsored event.

12 **Disciplinary Options: Students found guilty of a Category A offense shall be suspended for 180**
13 **days. Notification will be made to law enforcement authorities. Any modification of this penalty**
14 **can only be made by the Superintendent.**

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

- 16 • Referral to school counselor/district social worker or transition specialist
17 • Development of behavior plan/determination of additional supports
18 • Referral to outside agency

19 **MISBEHAVIORS: *Category B***

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

- 21 1. Possession of a knife or any other potentially lethal weapon, taser, or explosive
22 on school property or at a school-sponsored activity;
- 23 2. Evidence of drinking or possession of alcoholic beverages in school or at a
24 school sponsored activity;
- 25 3. Off-campus criminal behavior resulting in a felony charge, when the behavior
26 poses a danger to persons or property or disrupts the educational process;
- 27 4. Gang Activities- Activity that is threatening and/or intimidating, harassing in
28 nature or recruiting; gang notebook with pledges, codes and symbols that are
29 used in communication such as threats and warnings and recruiting; gang related
30 fights, and all types of violent acts; gang graffiti especially drawn on school

- 1 property; electronic devices with recognized gang text, gang symbols/signs, and
2 language or actions that are threatening and or intimidating;
- 3 5. Evidence of use or possession of drug paraphernalia, substances for huffing, any
4 substance under guise of it being a controlled substance or prescription drug,
5 and/or medical preparations without proper medical authorization;
- 6 6. Possession, use, or distribution of counterfeit money on school property or at any
7 school sponsored activity;
- 8 7. Assault and/or battery upon any teacher, administrator, school resource officer,
9 or any other employee of the LEA;

10 **Disciplinary Options: Students found guilty of a Category B offense shall be suspended for 180**
11 **days, unless modified via the DHA appeal process. Notification will be made to law enforcement**
12 **authorities.**

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

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

17 **MISBEHAVIORS: *Category C***

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

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

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

12 **Disciplinary Options: When appropriate for Category C offenses, notification will be made to**
13 **law enforcement authorities**

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

25 **MISBEHAVIORS: *Category D***

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

- 27 1. Open or continued defiant attitude or willful disobedience toward a member of
28 school staff;

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

25 **Disciplinary Options: When appropriate for Category D offenses, notification will be made to**
26 **law enforcement authorities.**

- 27 ○ Parent-Principal Conference
- 28 ○ Overnight Suspension

- 1 ○ Referral to guidance, prevention liaison, and/or social worker
- 2 ○ Restorative Practices
- 3 ○ Development of a behavior plan/determination of additional supports
- 4 ○ In-School Suspension
- 5 ○ Out-of-School Suspension (1-10 days)
- 6 ○ Expulsion

7 **MISBEHAVIORS: Category E**

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

- 9 1. Disturbances of the classroom, cafeteria, or other school activity;
- 10 2. Habitual and/or excessive classroom tardiness;
- 11 3. Cutting class or leaving school grounds without permission;
- 12 4. Being in an unauthorized area without permission;
- 13 5. Possession of lighters or matches;
- 14 6. Cheating and lying;
- 15 7. Abusive language;
- 16 8. Failure to do assignments or carry out directions;
- 17 9. Inciting, advising, or counseling others to engage in any acts in any category;
- 18 10. Wearing while on the grounds of a public school during the regular school day,
19 clothing that exposes underwear or body parts in an indecent manner that disrupts the
20 learning environment²;
- 21 11. Violating the GMSD Use of Internet policy (depending on severity)

22 ***Disciplinary Options:***

- 23 ○ Parent-Principal Communication

- 1 ○ Verbal reprimand
- 2 ○ Special Assignment
- 3 ○ Restricting activities
- 4 ○ Assigning work details
- 5 ○ Counseling
- 6 ○ Withdrawal of privileges
- 7 ○ Strict supervised study
- 8 ○ Restorative Practices
- 9 ○ Detention
- 10 ○ In-school suspension

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

13 **ADDITIONAL GUIDELINES:**

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

- 1 c. make restitution for lost or damaged school property.

Legal References

1. TCA § 49-6-4002 to 4005; 20 USCA § 7114, 7118
2. TCA § 49-6-4009
3. TCA § 49-6-4109

Cross References

Traffic and Parking Controls 3.403
Procedural Due Process 6.302
Student Discrimination, Harassment, Bullying,
Cyber-bullying, and Intimidation 6.304
Bus Safety and Conduct 6.308
Zero Tolerance Offenses 6.309
Dress Code 6.310
Corporal Punishment 6.314
Detention 6.315
Suspension 6.316
Safe Relocation of Students 6.4081



Germantown Municipal School District Budget Amendment

Fiscal Year: 2020 - 2021

Amendment # 8

| GMSD Acct # | GMSD Acct | Original Budget | Approved Changes | Requested Changes | Amended Budget |
|---------------|--------------------------|-----------------|------------------|-------------------|----------------|
| 177-91300-706 | Building Construction | - | - | 150,000 | 150,000 |
| 177-49100 | Revenues - Bond Proceeds | - | - | 150,000 | 150,000 |

REASON FOR AMENDMENT:

To appropriate remaining balance on FHES construction project

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

_____ Date

_____ Date



Germantown Municipal School District Budget Amendment

Fiscal Year: 2020-2021

Amendment # 9

| GMSD Acct # | GMSD Acct | Original Budget | Approved Changes | Requested Changes | Amended Budget |
|---------------|--|-----------------|------------------|-------------------|----------------|
| 142-71200-116 | Teachers' Salaries (2 FTEs) | 114,582 | - | - | 114,582 |
| 142-71200-163 | Educational Assistants (26 FTEs) | 617,916 | - | - | 617,916 |
| 142-71200-189 | Other Salaries & Wages | - | - | 75,303 | 75,303 |
| 142-71200-201 | Social Security | 45,415 | - | 5,000 | 50,415 |
| 142-71200-204 | Retirement | 67,380 | - | 8,000 | 75,380 |
| 142-71200-206 | Life Insurance | 7,000 | - | - | 7,000 |
| 142-71200-207 | Health Insurance | 134,250 | - | - | 134,250 |
| 142-71200-212 | Medicare | 10,621 | - | 1,092 | 11,713 |
| 142-71200-312 | Contracts with Private Agencies | 3,500 | - | 40,000 | 43,500 |
| 142-71200-399 | Other Contracted Services | 1,000 | - | 44,908 | 45,908 |
| 142-71200-429 | Instructional Supplies & Materials | 7,500 | - | 50,000 | 57,500 |
| 142-71200-725 | Special Education Equipment | 1,000 | - | 50,000 | 51,000 |
| 142-72710-338 | Maintenance & Repairs - Vehicles | 3,000 | - | - | 3,000 |
| 142-72710-425 | Gasoline | 2,000 | - | - | 2,000 |
| 142-72710-511 | Vehicle and Equipment Insurance | 1,000 | - | - | 1,000 |
| 142-72220-105 | Supervisor/Director Salaries (0.3 FTE) | 33,873 | - | - | 33,873 |
| 142-72220-201 | Social Security | 2,100 | - | - | 2,100 |
| 142-72220-204 | Retirement | 3,479 | - | - | 3,479 |
| 142-72220-206 | Life Insurance | 75 | - | - | 75 |
| 142-72220-207 | Health Insurance | 4,491 | - | - | 4,491 |
| 142-72220-212 | Medicare | 491 | - | - | 491 |
| 142-72220-312 | Contracts with Private Agencies | 17,007 | - | 20,000 | 37,007 |
| 142-72220-355 | Travel - mileage | 100 | - | - | 100 |
| 142-72220-499 | Other Supplies & Materials | 20,000 | - | 70,000 | 90,000 |
| 142-72220-524 | In-service/Staff Development | 20,062 | - | 24,595 | 44,657 |
| 142-99100-504 | Indirect Costs | 60,000 | - | - | 60,000 |
| 142-47143 | Revenues - IDEA | 1,177,842 | - | 388,898 | 1,566,740 |
| | | | | | |
| 142-71200-312 | Contracts with Private Agencies | 9,000 | - | - | 9,000 |
| 142-71200-499 | Other Supplies & Materials | 773 | - | - | 773 |
| 142-71200-725 | Special Education Equipment | 5,000 | - | - | 5,000 |
| 142-72220-499 | Other Supplies & Materials | 800 | - | 3,610 | 4,410 |
| 142-72220-524 | In-service/Staff Development | 3,014 | - | (51) | 2,963 |
| 142-99100-504 | Indirect Costs | 325 | - | - | 325 |
| 142-47145 | Revenues - IDEA Preschool | 18,912 | - | 3,559 | 22,471 |

REASON FOR AMENDMENT:

Additional allocations were received to support any additional services needed due to regression during COVID closure. These monies were used to provide stipends and fringes for an extended learning program for therapists, teachers and paraprofessionals. Additional carryover money were added to cover contracts for homebound, equipment, supplemental curriculum materials and assessment materials to support students with disabilities.

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

GMSD Board Chair

Date

GMSD Superintendent

Date



Germantown Municipal School District Budget Amendment

Fiscal Year: 2020-2021

Amendment # 10

| GMSD Acct # | GMSD Acct | Original Budget | Approved Changes | Requested Changes | Amended Budget |
|---------------|-----------------------------|-----------------|------------------|-------------------|----------------|
| 141-71300-116 | Teachers' Salaries (1 FTE) | 832,965 | - | 59,582 | 892,547 |
| 141-71300-201 | Social Security | 51,706 | - | 3,694 | 55,400 |
| 141-71300-204 | Retirement | 85,648 | - | 6,119 | 91,767 |
| 141-71300-206 | Life Insurance | 2,581 | - | 96 | 2,677 |
| 141-71300-207 | Health Insurance | 118,000 | - | 11,515 | 129,515 |
| 141-71300-212 | Medicare | 12,092 | - | 864 | 12,956 |
| 141-71100-116 | Teachers' Salaries (-1 FTE) | 19,303,671 | 290,000 | (59,582) | 19,534,089 |
| 141-71100-201 | Social Security | 1,263,830 | 17,980 | (3,694) | 1,278,116 |
| 141-71100-204 | Retirement | 2,085,164 | 29,783 | (6,119) | 2,108,828 |
| 141-71100-206 | Life Insurance | 62,199 | 750 | (96) | 62,853 |
| 141-71100-207 | Health Insurance | 1,842,594 | 55,500 | (11,515) | 1,886,579 |
| 141-71100-212 | Medicare | 295,573 | 4,205 | (864) | 298,914 |

REASON FOR AMENDMENT:

Change in account coding for CTE teacher.

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

GMSD Board Chair Date

GMSD Superintendent Date



Germantown Municipal School District Budget Amendment

Fiscal Year: 2020 - 2021

Amendment # 11

| <u>GMSD Acct #</u> | <u>GMSD Acct</u> | <u>Original Budget</u> | <u>Approved Changes</u> | <u>Requested Changes</u> | <u>Amended Budget</u> |
|--------------------|---|------------------------|-------------------------|--------------------------|-----------------------|
| 142-47301-932 | Reopening and Programmatic Supports Grant Revenue | - | - | 100,000 | 100,000 |
| 142-71100-429 | Instructional Supplies & Materials | - | - | 52,100 | 52,100 |
| 142-71100-722 | Regular Instruction Equipment | - | - | 47,900 | 47,900 |

REASON FOR AMENDMENT:

To appropriate Reopening and Programmatic Supports Grant. Funds will be used to purchase additional reading texts, microphone and headsets for virtual and hybrid teachers, and additional devices for student and teacher use in online learning environments.

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

_____ Date

_____ Date



AIA[®] Document B102[™] – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

GERMANTOWN MUNICIPAL SCHOOL DISTRICT
3350 S. FOREST HILL IRENE ROAD
GERMANTOWN TN 38138

and the Architect:
(Name, legal status, address and other information)

ALLEN & HOSHALL INC
1661 INTERNATIONAL DRIVE SUITE 100
MEMPHIS, TN 38120

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

HOUSTON HIGH SCHOOL SOFTBALL FIELD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

PROVIDE ARCHITECTURAL AND ENGINEERING DESIGN SERVICES REQUIRED TO PREPARE PLANS, SPECIFICATIONS AND BID DOCUMENTS; ASSIST OWNER THROUGH PUBLIC BIDDING PROCESS AND PROVIDE TYPICAL CONSTRUCTION ADMINISTRATION SERVICES FOR THE IMPROVEMENTS TO THE SOFTBALL FIELD COMPLEX. THE SPECIFIC SCOPE OF WORK INCLUDES CONVERTING THE EXISTING NORTHERN MOST FIELD TO GIRLS REGULATION SIZE AND DESIGN OF NEW DUGOUTS, LOCKER ROOM, TURF ROOM AND ALL ASSOCIATED FEATURES SUCH AS BLEACHERS, FENCING, LIGHTING, SCORE BOARD, ETC. THE DESIGN WILL ACCOMMODATE A PHASED APPROACH TO CONSTRUCTION THROUGH THE USE OF ADDITIVE ALTERNATES THAT COULD BE CONSTRUCTED INITIALLY OR IN FUTURE YEARS. CONSTRUCTION ADMINISTRATION INCLUDED IN THIS CONTRACT IS FOR THE INITIAL 1ST PHASE OF CONSTRUCTION AND DOES NOT INCLUDE WORK THAT MAY BE DONE IN FUTURE YEARS. THE ARCHITECTURAL AND ENGINEERING SERVICES ALSO INCLUDE EFFORT NEEDED TO SUBMIT THE PROJECT THROUGH THE CITY OF GERMANTOWN'S PLANNING AND DESIGN REVIEW COMMISSIONS AS WELL AS SHELBY COUNTY'S PLAN REVIEW. A TOPOGRAPHIC SURVEY IS INCLUDED IN THE FEE. GEOTECHNICAL ANALYSIS WILL BE PERFORMED BY A THIRD PARTY ORGANIZATION AND IS NOT INCLUDED IN THE FEE.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

MICHEL LEBEL, PRINCIPAL
1661 INTERNATIONAL DRIVE SUITE 100

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§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than ONE MILLION (\$ 1,000,000) for each occurrence and TWO MILLION (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than TWO MILLION (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than ONE MILLION (\$ 1,000,000) each accident, ONE MILLION (\$ 1,000,000) each employee, and ONE MILLION (\$ 1,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ONE MILLION (\$ 1,000,000) per claim and ONE MILLION (\$ 1,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(List name, address, and other contact information.)

JOSH CATHEY
DEPUTY SUPERINTENDENT
GERMANTOWN MUNICIPAL SCHOOL DISTRICT

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[X] Arbitration pursuant to Section 4.3 of this Agreement

[] Litigation in a court of competent jurisdiction

[] Other *(Specify)*

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred

(Paragraphs deleted)

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

One year from the date of commencement of the Architect's services

One year from the date of Substantial Completion

Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

LUMP SUM AMOUNT FOR ALL SCOPE OF WORK OUTLINED IN ARTICLE 1.1 FOR THE AMOUNT OF \$117,000

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

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- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus TEN percent (10 %) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

§ 6.3 Payments to the Architect

(Paragraphs deleted)

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid FORTY-FIVE (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % PER MONTH – 18% APR PER ANNUM

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building

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Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraph deleted)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

.4 Other documents:

(List other documents, including the Architect’s scope of services document, hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

JASON MANUEL, SUPERINTENDENT

(Printed name and title)

ARCHITECT *(Signature)*

MICHEL LEBEL, PRINCIPAL

(Printed name, title, and license number, if required)