

GMSD Work Session
March 9, 2021 5:00 PM
Board Room, GMSD Office

1. Revision of HR Policy 5.3051 Temporary COVID-19 Leave after one reading
2. Annual Review and Revision of Policies - First Reading
3. Miscellaneous FY 20-21 Budget Amendments # 26 through 30
4. Amendment Number One for Transportation Contract Extension with Durham School Services
5. Dogwood Outdoor Classroom
6. Renewal of Dental, Long Term Disability and Basic Group Life Insurance
7. GBOE Advocacy Plan 2021
8. Further Business

Germantown Municipal School District			
Monitoring: Review: Annually, in January	Descriptor Term: Temporary COVID-19 Leave	Descriptor Code: 5.3051	Issued Date: 03/09/21 01/12/21
		Rescinds: 5.3051	Issued: 04/20/20

1 In April, 2020, the Families First Coronavirus Response Act (FFCRA) became effective. The
 2 termination date of the FFCRA was December 31, 2020. However, the COVID-19 virus continues
 3 to infiltrate the United States, including our community. Therefore, despite the fact that the GMSD
 4 is not required by law to continue providing the benefits previously granted under the FFCRA, the
 5 Germantown Municipal School District Board of Education believes that it is in the best interest of
 6 its employees to voluntarily continue to provide some FFCRA-like benefits under the conditions set
 7 forth below for the period of January 1, 2021 through ~~March 31, 2021~~ **June 30, 2021**. This policy
 8 repeals GMSD Policy 5.3051 which was adopted on April 20, 2020.

9 This Policy does not apply to GMSD employees that exhausted their FFCRA benefits as of December
 10 31, 2020. If a GMSD employee used a portion of their FFCRA benefits prior to January 1, 2021, the
 11 benefits below apply only to the amount of FFCRA benefits the employee had remaining as of
 12 December 31, 2020.

13 **PAID SICK LEAVE**

14 GMSD employees are entitled to up to two (2) weeks of paid sick leave if they are unable to work or
 15 telework because the employee:

- 16 1. is subject to a Federal, State, or local quarantine or isolation orders related to COVID-19;
- 17
- 18 2. has been advised by a health care provider to self-quarantine related to COVID-19;
- 19
- 20 3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- 21
- 22 4. is caring for an individual subject to or advised to quarantine or isolate due to COVID-19.
 23 The individual must be someone with a personal relationship to the employee;
- 24
- 25 5. is caring for his/her son or daughter whose school or place of care is closed, or person who
 26 regularly provides childcare is unavailable, for reasons related to COVID-19 and no other
 27 suitable person is available to care for the child during the requested period of leave. Son or
 28 daughter is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a
 29 child of a person standing *in loco parentis*, who is under 18 years of age; or 18 years of age
 30 or older who is incapable of self-care because of a mental or physical disability.

- 1 This paid leave may be taken if there is work available for the employee to complete and the employee
- 2 is unable to work or telework for one of the above reasons. Such leave is in addition to any paid leave
- 3 that an employee may already be entitled to (*e.g.*, existing sick leave). Employees are not required
- 4 to exhaust any other paid leave benefit in order to utilize this category of paid sick leave.

- 5 This Policy shall sunset at 11:59 p.m., ~~March 31, 2021~~ June 30, 2021.

Germantown Municipal School District

Monitoring: Review: Annually, in March	Descriptor Term: Employee Use of the Internet	Descriptor Code: 4.406.1	Issued Date: 04/19/21
		Rescinds:	Issued:

1 GENERAL RULES AND ETHICS OF INTERNET ACCESS

2 GMSD will provide access to the internet for all employees. Technical support is available when
3 questions arise as to any complications with the use of the internet. In the course of conducting district
4 business, the employee shall use the district internet and refrain from using any personal hot spots or
5 connections.

6 Before any employee is allowed use of the district's Internet or intranet access, the employee shall sign
7 a written agreement, developed by the Superintendent/designee that sets out the terms and conditions of
8 such use. Any employee who accesses the district's computer system for any purpose agrees to be bound
9 by the terms of that agreement, even if no signed written agreement is on file.

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

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

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

25 EMAIL ACCOUNTS

26 GMSD will provide each employee with a district email address. When using the district provided email
27 account, the following activities will not be allowed:

- 28 1. Sending anonymous messages;
- 29 2. Sending mass emails except for educational purposes;
- 30 3. Posting or forwarding another user's personal communication without the author's consent;
- 31 4. Sharing password for the district provided email account; and

1 5. Sending personally identifiable information about staff or students without password
2 encryption and permission to send information to appropriate recipient.

3 Email accounts may be locked, at GMSD's sole discretion, without notice.

4 Users with network access shall not utilize district resources to establish email accounts through third-
5 party providers or any other nonstandard electronic mail system. All data including, but not limited to,
6 email communications stored or transmitted on school system computers shall be monitored by GMSD.
7 Employees have no expectation of privacy with regard to such data. Email correspondence may be a
8 public record under the public records law and may be subject to public inspection.

9 **INTERNET CODE OF ETHICS**

10 When using the internet, the employee will use appropriate computer etiquette and adhere to the
11 following code of ethics:

- 12 1. All use of the internet shall be in support of education and research and consistent with the
13 purposes of the school district;
- 14 2. The rights of others and the integrity of the computer network shall be respected at all times;
- 15 3. All relevant board policy and state and federal laws shall be observed;
- 16 4. Network accounts are to be used only by the authorized user of the account for the authorized
17 purpose;
- 18 5. Downloading any program or software on to district computers is prohibited unless permission
19 has been received from the technology department;
- 20 6. Be considerate and polite when interacting with others on the internet;
- 21 7. Do not respond to inflammatory or inappropriate messages by any means;
- 22 8. Delete messages from unknown or untrustworthy senders, suspicious files, links, or URLs as
23 they can contain malicious software or viruses;
- 24 9. Be mindful when sending email attachments. The file may be too large to be accommodated by
25 the recipient's system
- 26 10. Use a signature block at the bottom of each email in which the name, phone number, job title,
27 and location of the employee is identified;
- 28 11. Do not use the network or individual computers in a way that would disrupt the use by others;
29 and
- 30 12. All computers shall be logged off or shut down when unattended.

31 **SOCIAL NETWORKING**

- 32 1. District staff who have a presence on social networking websites are prohibited from posting
33 data, documents, photographs or inappropriate information that is likely to create a material and
34 substantial disruption of classroom activity.
- 35 2. District staff are prohibited from accessing personal social networking sites on school
36 computers or during school hours except for legitimate instructional purposes.
- 37 3. The Board discourages district staff from socializing with students on social networking
38 websites. The same relationship, exchange, interaction, information, or behavior that would be
39 unacceptable in a non-technological medium is unacceptable when done through the use of
40 technology.

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2
3

APPROPRIATE INSTRUCTION AND OVERSIGHT OF STUDENT INTERNET USE

4 The intent of the school district is to provide access to resources via the internet with the understanding
5 that employees and students will access and use information that is appropriate and compliments the
6 curriculum. All employees shall screen all internet resources before using the resource with students.

7 The school district will utilize filtering software to prevent students from conducting prohibited activity.
8 Any internet activity by a student will be monitored through direct observation by employees and/or by
9 technological means to ensure that the student is not accessing inappropriate material for minors.

10 Students shall not be permitted to use computer resources without appropriate supervision. Employees
11 shall be familiar with and consistently enforce all GMSD policies and procedures as they relate to student
12 and internet usage. All relevant board policies and state and federal laws shall apply to the usage of the
13 internet.

VIOLATIONS

15 Violations of this policy or a related procedure shall be handled in accordance with the existing
16 disciplinary procedures of this district.

Germantown Municipal School District

Monitoring: Review: Annually, in March	Descriptor Term: Student Use of the Internet	Descriptor Code: 4.406.2	Issued Date: 04/19/21
		Rescinds:	Issued:

1 GENERAL RULES AND ETHICS OF INTERNET ACCESS

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

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

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

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

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

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

- 23 1. All use of the internet shall be in support of education and research and consistent with the
24 purposes of the school district;
- 25 2. Network accounts are to be used only by the authorized user of the account for the authorized
26 purpose;
- 27 3. Personal information (i.e. address, phone number, bank account information, social security
28 number) shall not be shared with others;
- 29 4. Downloading programs or software on to district computers is prohibited unless permission has
30 been granted;
- 31 5. Any interactions with others on the internet shall be done in a considerate and polite manner;
32 and

1 6. The network or individual computers shall not be used in a way that would disrupt the use by
2 others.

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

11 **INTERNET SAFETY MEASURES**

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

- 13 1. Controlling access by students to inappropriate material on the internet and other web-based
14 resources;
- 15 2. Safety and security of students when they are using email, web-based chat methods, and other
16 forms of direct electronic communications;
- 17 3. Preventing unauthorized access, including "hacking" and other unlawful activities by student
18 online;
- 19 4. Unauthorized disclosure, use and dissemination of personal information regarding students; and
20 5. Restricting students' access to materials harmful to them.

21 **EMAIL**

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

26 **INTERNET SAFETY INSTRUCTION⁴**

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

31 **VIOLATIONS**

32 Violations of this policy or a related procedure shall be handled in accordance with the existing
33 disciplinary procedures of this district

Germantown Municipal School District

Monitoring: Review: Annually, in March	Descriptor Term: Use of the Internet	Descriptor Code: 4-406	Issued Date: 04/22/19
		Rescinds: 03/09/21	Issued: 05/05/14

1 The Germantown Municipal School Board supports the right of staff and students to have reasonable
2 access to various information formats and believes that it is incumbent upon staff and students to use
3 this privilege in an appropriate and responsible manner.

4 **Employees**

5 Before any employee is allowed use of the district's Internet or intranet access, the employee shall sign
6 a written agreement, developed by the director/designee that sets out the terms and conditions of such
7 use. Any employee who accesses the district's computer system for any purpose agrees to be bound by
8 the terms of that agreement, even if no signed written agreement is on file.

9 The director of schools shall develop and implement procedures for appropriate Internet use which shall
10 address the following:

- 11 1. Development of the Network and Internet Use Agreement.
- 12
- 13 2. General rules and ethics of Internet access.
- 14
- 15 3. Guidelines regarding appropriate instruction and oversight of student Internet use.
- 16
- 17 4. A uniform signature block for use by all district employees; and
- 18
- 19 5. Prohibited and illegal activities, including but not limited to the following:¹
 - 20 • Sending or displaying offensive messages or pictures
 - 21 • Using obscene language
 - 22 • Harassing, insulting, defaming or attacking others
 - 23 • Damaging computers, computer systems or computer networks
 - 24 • Hacking or attempting unauthorized access to any computer
 - 25 • Violation of copyright laws
 - 26 • Trespassing in another's folders, work or files
 - 27 • Intentional misuse of resources
 - 28 • Using another's password or other identifier (impersonation)
 - 29 • Use of the network for commercial purposes
 - 30 • Buying or selling on the internet.

1 Students

2 The Superintendent shall develop and implement procedures for appropriate internet use by students.
3 Procedures shall address the following:

- 4 1. General rules and ethics of internet use.
- 5 2. Prohibited or illegal activities, including, but not limited to:¹
 - 6 a. Sending or displaying offensive messages or pictures
 - 7 b. Using obscene language
 - 8 c. Harassing, insulting, defaming or attacking others
 - 9 d. Damaging computers, computer systems or computer networks
 - 10 e. Hacking or attempting unauthorized access
 - 11 f. Violation of copyright laws
 - 12 g. Trespassing in another's folders, work or files
 - 13 h. Intentional misuse of resources
 - 14 i. Using another's password or other identifier (impersonation)
 - 15 j. Use of the network for commercial purposes\
 - 16 k. Buying or selling on the internet

17 INTERNET SAFETY MEASURES²

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

- 19 1. Controlling access by students to inappropriate matter on the internet matter on the internet and
20 World Wide Web;
- 21 2. Safety and security of students when they are using electronic mail, chat rooms, and other
22 forms of direct electronic communications;
- 23 3. Preventing unauthorized access, including "hacking" and other unlawful activities by student
24 on-line;
- 25 4. Unauthorized disclosure, use and dissemination of personal information regarding students; and
26
- 27 5. Restricting students' access to materials harmful to them.

31 The Superintendent/designee shall establish a process to ensure the district's education technology is
32 not used for purposes prohibited by law or for accessing sexually explicit materials. The process shall
33 include, but not be limited to:

- 34 1. Utilizing technology that blocks or filters Internet access (for both students and adults) to
35 material that is obscene, child pornography, or harmful to students;
- 36 2. Maintaining and securing a usage log; and
- 37 3. Monitoring online activities of students.²

1 The Board shall provide reasonable public notice of, and at least one (1) public hearing or meeting to
2 address and communicate, its internet safety measures.²

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

11 **E-MAIL**

12 Users with network access shall not utilize district resources to establish electronic mail accounts
13 through third-party providers or any other nonstandard electronic mail system. All data including e-
14 mail communications stored or transmitted on school system computers shall be monitored.
15 Employee/students have no expectation of privacy with regard to such data. E-mail correspondence
16 may be a public record under the public records law and may be subject to public inspection.³

17 **INTERNET SAFETY INSTRUCTION⁴**

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

22 **SOCIAL NETWORKING**

- 23 1. District staff who have a presence on social networking websites are prohibited from posting
24 data, documents, photographs or inappropriate information that is likely to create a material and
25 substantial disruption of classroom activity.
26
- 27 2. District staff are prohibited from accessing personal social networking sites on school
28 computers or during school hours except for legitimate instructional purposes.
29
- 30 3. The Board discourages district staff from socializing with students on social networking
31 websites. The same relationship, exchange, interaction, information, or behavior that would be
32 unacceptable in a non-technological medium is unacceptable when done through the use of
33 technology.

34 **VIOLATIONS**

35 Violations of this policy or a procedure promulgated under its authority shall be handled in accordance
36 with the existing disciplinary procedures of this district.

Legal References

1. TCA 39-14-602
2. Children's Internet Protection Act (Public Law 106-554)
3. TCA 10-7-512
4. TCA 49-1-221

Cross References

Use of Electronic Mail (e-mail) 1.805
School and System Websites 4.407

Germantown Municipal School District			
Monitoring: Review: Annually, in March	Descriptor Term: Grading	Descriptor Code: 4.600	Issued Date: 04/19/21 11/17/20
		Rescinds: 4.600	Issued: 08/25/20

1 **GRADING SYSTEM FOR GRADES K-5¹**

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

5 Two (2) report cards are used in grades K-5; Teachers should refer to the appropriate card for
6 explanation of the grading system for each level.

7 **Kindergarten, First Grade, and Second Grade:**

8 The Kindergarten, First, and Second Grade report cards show progress toward the state
9 standards. The grade level standards are set by the state and indicate what a student should know
10 and be able to do. Students are evaluated based on their progress toward meeting benchmarks for
11 each standard. This is indicated by mastery, satisfactory, needs improvement, or unsatisfactory,
12 and the letter “M”, “S”, “N”, or “U” is used to report the progress for each standard.

13 In all schools, students’ conduct is graded as E, G, S, N, or U and is to be reported at each grading
14 period on the report card. Self-contained classes receive one homeroom conduct grade.
15 Individual subject classes each give a conduct grade. Report cards are sent home at the end of
16 each nine (9) week term.

17 **Grades 3-5:**

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

21
22 2. The letters “A”, “B”, “C”, “D”, and “F” express the basic grading system for
23 knowledge/subject areas with the following numerical values:

- 24 A.....93 - 100
- 25 B.....85 - 92
- 26 C.....75 - 84
- 27 D.....70 - 74
- 28 F.....Below 70

- 1 3. Report cards for grades 3-5 are posted in Skyward at the end of each nine (9)- week session.
2
- 3 4. In grades 3-5 a minimum of 5 grades due per nine weeks for the first semester, with the
4 recommendation of a minimum of one grade per week should be recorded for every
5 student. Term grades that are reported at the end of each nine (9)- week period will be
6 determined by the average of daily work, oral assignments, written assignments, and
7 tests. Homework assignments are of value in affording students needed practice, and
8 such assignments should be necessary for mastery. Homework assignments may count
9 for a maximum of 10% of the grading period. Grading and honor code procedures shall
10 be developed and implemented by administration and followed by teachers.
11
- 12 5. Semester grades for grades 3-5 are determined by an average of grades for each of the
13 two nine (9) – week terms. Standardized tests should not be used as the sole measure
14 for passing or failing. TCAP scores may count a percentage of the second semester
15 average, as determined in the Testing Programs policy, IP 4.700.
16 **NOTE: Semester examinations are not given in grades 3-5.**
17
- 18 6. Final Grade – This grade is determined by averaging the two semester grades.
19
- 20 7. A student’s academic grade is solely intended to reflect the students’ mastery of skills
21 and standards in the designated subject. **Therefore, academic credit/points may not**
22 **be awarded or deducted for any purpose that is not directly related to the**
23 **student’s academic performance.** For example, academic credit/points may not be
24 deducted for failure to purchase certain brands or types of school supplies. A
25 reasonable number of academic points may be deducted from a student’s academic
26 grade for failure to submit homework or other assigned academic work on the date
27 specified by the teacher.
28
- 29 8. Parents are to be notified within a report card period when a student is not performing
30 at expectation. Parent-teacher conferences should be held for gaining parental support
31 in an effort to improve student performance.

32 **T.C.A.§ 49-1-614**

33 **Tennessee State Board of Education Rule §0520-01-03-.05**

34 **GRADING SYSTEM FOR GRADES 6-12¹**

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

37 Report cards will be posted in Skyward at the end of each nine (9) – week period, unless the
38 parents/guardians have exercised their option for hard copy reports. Hard copy report cards will
39 be sent home with students or available for parent pick up at the school. Parents must be notified
40 within a report card period when a student is not performing at expectation. Parent- teacher
41 conferences should be held for gaining parental support in an effort to improve student

1 performance.

2 In Grades 6-8, students' conduct is graded as excellent, satisfactory, needs improvement, or
3 unsatisfactory, and the initial letter "E", "S", "N", or "U" is used to report the conduct grade. It
4 is to be reported at each grading period on the report card with each subject grade.
5

6 **NOTE:** If an erroneous grade has been entered, correction must be made, and a new report will
7 be issued to the student.
8

9 1. Grades will be reported on report cards and transcript records using the numerical values
10 indicated below:

11 A.....93 - 100

12 B.....85 - 92

13 C.....75 - 84

14 D.....70 - 74

15 F.....Below 70
16

17 2. Grades given at the end of each nine (9)- week period will be determined by the average
18 of daily work, oral, and written assignments, and tests. In grades 6-12 a minimum of 5
19 grades due per nine weeks for the first semester, with the recommendation of a
20 minimum of one grade per week should be recorded for every student. Homework
21 assignments may count for a maximum of 10% of the grading period. Grading and
22 honor code procedures shall be developed and implemented by administration and
23 followed by teachers.

24 **NOTE:** Grading systems other than the above must be approved in writing by the Director of
25 Academic Education and the Superintendent.

26 3. A student's academic grade is solely intended to reflect the students' mastery of skills
27 and standards in the designated subject. **Therefore, academic credit/points may not**
28 **be awarded or deducted for any purpose that is not directly related to the student's**
29 **academic performance.** For example, academic credit/points may not be deducted for
30 failure to purchase certain brands or types of school supplies. The number of academic
31 points that may be deducted from a student's academic grade for failure to submit
32 homework or other assigned academic work on the date specified by the teacher shall be
33 determined by the teacher and approved by the school's administration.
34

35 4. In the event of an excused absence, students are expected to make up missed work
36 within a reasonable amount of time as determined by the school policy, with a minimum
37 of one day allowed for each day absent.
38

39 5. Semester exams are not given in grades 6-8 with the exception of high school level
40 courses. Students who successfully complete a high school course will earn high school
41 credit. Semester grades earned in high school courses mentioned above, regardless of
42 credits earned, will be recorded on the high school transcript. *Effective with the*
43 *graduating class of 2019, only courses completed for credit in grades 9, 10, 11, and 12*

1 shall be counted toward the Grade Point Average (GPA).

2
3 *For the 2020-2021 School year, semester exams will not be given in grades 6-12.*

4 **However, Teachers may give a comprehensive test prior to the Exam days that counts*
5 *for a normal test grade.*

6
7 6. No student should fail for the semester or year if the only failing grade is that of the
8 semester examination, provided the student has made an honest effort on the
9 examination.

10
11 7. Credits will be awarded in 0.5 increments upon successful completion of a semester;
12 however, credits for full year courses may be awarded if the final yearly average is a
13 passing grade (70 or higher).

14
15 8. For high school courses, semester grades are determined by counting the two (2)
16 quarters as eighty (80) percent and the semester examination or a comparable
17 evaluation, as twenty (20) percent.

18
19 *For the 2020-2021 School year, no semester exams or comparable evaluations will be*
20 *given, therefore the semester grade will be determined by the average of the two*
21 *quarters.*

22
23 9. In all Advanced Placement (AP) courses at the secondary level, five (5) points shall be
24 added to each quarter numerical grade and each semester exam grade. The two nine (9)
25 - week grades and the semester exam grade, with the points included, will be used to
26 calculate the semester average.

27
28 10. In all Dual Credit (DC), ~~Capstone~~-Industry-**Aligned** Certification, and Dual
29 Enrollment (DE) courses at the secondary level, four (4) points shall be added to each
30 quarter numerical grade and each semester exam grade. The two nine (9) - week
31 grades and the semester exam grade, with the points included, will be used to calculate
32 the semester average.

33
34 11. In all grades for Honors courses at the secondary level, three (3) points shall be added
35 to each quarter numerical grade and each semester exam grade. The two nine (9) week
36 grades, the semester exam grade, with added Honors course points included, will be
37 used to calculate the semester average.

38
39 12. A student having a (ninety-three) 93 or higher average for the two (2) terms in a
40 specific course will be exempted from the semester exam, if the student desires. When
41 a student is exempted from the examination, the semester average will be the average
42 of the two term grades. **EXEMPTIONS APPLY ONLY TO TEACHER-MADE**
43 **SEMESTER EXAMINATIONS.** Exemptions apply only to teacher-made semester
44 examinations. ~~(Religious holidays and excused post secondary travel days will not~~
45 ~~count against the exemption status of the student.)~~ 12th grade students are eligible for
46 exam exemption during both semesters. All other students in high school courses who

1 meet the above requirements may be exempted for only the second semester exam.

2
3 *For the 2020-2021 School year, 12th grade students may still obtain exemption from*
4 *assignments that fall on the previously scheduled Semester Exam Days with the*
5 *absence of semester examinations in both semesters. All other students in high school*
6 *courses who meet the requirements may be exempted for the assignments that fall on*
7 *the scheduled Semester Exam days in the second semester.*

8 **Tennessee State Board of Education Rule §0520-1-3-.06 Tennessee State Board of Education Rule**
9 **§0520-01-03 .05**

10 ~~The purpose for ranking students is to give colleges an accurate picture of which students have~~
11 ~~distinguished themselves with a selection of challenging courses and have excelled within~~
12 ~~those courses over the four years of high school.~~

13 ~~The procedure for calculating rank in the GMSD high school will be as follows:~~

14 ~~Effective with the graduating class of 2017, rank will be calculated by weighted GPA;~~
15 ~~however, online courses taken outside of the GMSD high school will not count toward GPA~~
16 ~~unless approved for credit recovery purposes.~~

For Standard
classes:

A=4.0
B=3.0
C=2.0
D=1.0
F=0

For Capstone
Industry* and
Honors courses:

A=4.5
B=3.5
C=2.5
D=1.5
F=0

For DC classes*:

A=4.75
B=3.75
C=2.75
D=1.75
F=0

For AP* & DE classes:**

A=5.0
B=4.0
C=3.0
D=2.0
F=0

17 ~~*These courses are eligible for additional percentage point weighting and are awarded only to~~
18 ~~students who sit for the identified exam.~~

19 ~~**Dual enrollment courses that are successfully passed and are recognized for high school credit~~
20 ~~are eligible for additional percentage point weighting.~~

21
22 *Effective with the graduating class of 2021, GMSD will not rank students numerically; a laude*
23 *system will be used to distinguish three ranges of academically high performing students based*
24 *on cumulative weighted grade point average, as determined in the Honor Roll, Awards, &*
25 *Laude System policy, IP 4.602.*

26
27 *Online courses taken outside of the GMSD high school will not count toward GPA unless*
28 *approved for credit recovery purposes.*

1
 2 *Effective with the 2018-2019 freshman cohort, one (1) quality point shall be added to the*
 3 *numerical quality point value corresponding to the letter grade received in an early*
 4 *postsecondary course.*

**For Standard
classes:**

A = 4.0
 B = 3.0
 C = 2.0
 D = 1.0
 F = 0

For Honors classes:

A = 4.5
 B = 3.5
 C = 2.5
 D = 1.5
 F = 0

For EPSO Courses: AP*, Cambridge, **Capstone
Industry-**Aligned** Certification*, Dual
Enrollment**, International Baccalaureate*,
Statewide Dual Credit*:**

A = 5.0
 B = 4.0
 C = 3.0
 D = 2.0
 F = 0

5 *These courses are eligible for additional percentage point weighting and are awarded only to
 6 students who sit for the identified exam.

7 **Dual enrollment courses that are successfully passed and are recognized for high school credit
 8 are eligible for additional percentage point weighting.

9

10 **Report to Parents**

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

17 **TRANSCRIPTS³**

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

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

Legal References

1. TRR/MS 0520-01-03-.05(3), State Board of Education Policy 3.301
2. TCA 49-2-203(b)(7); TCA 49-2-301(b)(1)(H)
3. TCA 49-50-1101

Cross Reference

Alternative Credit Options 4.209
Honor Roll, Awards, and Class Ranking 4.602

Germantown Municipal School District

Monitoring: Review: Annually, in March	Descriptor Term: <h2 style="text-align: center;">Graduation Requirements</h2>	Descriptor Code: 4.605	Issued Date: 10/20/20 04/19/21
		Rescinds: 4.605	Issued: 02/11/19

1 *General*

2 To meet the requirements for graduation, a student shall have attained an approved attendance,
 3 conduct and subject matter record which covers a planned program of education, and such record
 4 shall be kept on file in the high school.

5 The program of studies shall include areas required by the State Board of Education.

6 The courses which shall be required of all students in grades nine (9) through twelve (12) shall be
 7 in accordance with the Rules and Regulations of the State Board of Education.

8 **TRADITIONAL HIGH SCHOOL DIPLOMA REQUIREMENTS**

9 Before graduation, every student shall:¹

- 10 1. Achieve the specified twenty-two (22) units of credit ~~while enrolled in grades 9-12;~~
- 11 2. Take the required end-of-course exams;
- 12 3. Have satisfactory records of attendance and conduct;
- 13 4. Take the ACT or SAT examination;* and
- 14 5. Take **and pass** a United States civics test.³

15 **Course Graduation Requirements:**

16 English	4 credits
17 Mathematics	4 credits
18 Science	3 credits
19 Social Studies	3 credits
20 Personal Finance	0.5 credit
21 Wellness	1 credit
22 Physical Education	0.5 credit
23 World Language	2 credits
24 Fine Arts	1 credit
25 Elective Focus	3 credits (CTE or Liberal Arts)

26 ***Suspending the ACT or SAT examination requirement for the class of 2021**

1 SPECIAL EDUCATION STUDENTS⁴

2 Special education students who earn the prescribed twenty-two (22) credit minimum shall be
3 awarded a regular high school diploma.

4 Students who have received the below diplomas shall continue to make progress towards a regular
5 high school diploma until the end of the school year in which they turn twenty-two (22) years old.

6 *Special Education Diploma*

7 A special education diploma shall be awarded to students who have not met the requirements for
8 a regular high school diploma,⁵ but have:

- 9 1. Completed four (4) years of high school;
- 10 2. Made satisfactory progress on their IEP; and
- 11 3. Maintained satisfactory records of attendance and conduct.

12 *Occupational Diploma*

13 Special education students who do not meet the requirements for a regular high school diploma
14 may be awarded an occupational diploma if the student has: ^{1,4}

- 15 1. Completed at least four (4) years of high school;
- 16 2. Made satisfactory progress on his/her IEP;
- 17 3. Maintained satisfactory records of attendance and conduct;
- 18 4. Completed the occupational diploma Skills, Knowledge, and Experience Mastery
19 Assessment (SKEMA); and
- 20 5. Has two (2) years of paid or non-paid work experience.

21 The decision to attain an occupational diploma shall be made at the conclusion of the student's
22 10th grade year or two (2) academic years prior to the expected graduation date.

23 *Alternative Academic Diploma*

24 Special education students who do not meet the requirements for a regular high school diploma
25 may be awarded an alternate academic diploma if the student has:⁴

- 26 1. Completed at least four (4) years of high school;
- 27 2. Participated in the high school alternate assessments;
- 28 3. Earned the prescribed twenty-two (22) credit minimum;
- 29 4. Made satisfactory progress on their IEP;
- 30 5. Maintained satisfactory records of attendance and conduct; and
- 31 6. Completed a transition assessment that measures postsecondary education and training,
32 employment, independent living, and community involvement.
- 33 7. Take and pass a United States civics test

1 The required credits may be earned either through the state-approved standards or through alternate
 2 academic diploma modified course requirements approved by the State Board of Education. A
 3 student who earns an alternate academic diploma shall continue to be eligible for services under
 4 IDEA until he or she receives a regular high school diploma or through the school year in which
 5 the student turns twenty-two (22).

6 **STUDENT LOAD**

7 All full-time students in grades 9-12 shall be enrolled each semester in subjects that produce a
 8 minimum of six units of credit for graduation per year. Students with hardships and gifted students
 9 may appeal this requirement to the superintendent and then to the Board.⁶

10 **EARLY GRADUATION⁷**

11 High school students shall be permitted to complete an early graduation program. Students
 12 intending to graduate early shall inform the school principal of this intent prior to the beginning of
 13 9th grade or as soon thereafter as the intent is known.

14 In order to graduate early, students must meet the following requirements:

- 15 1. Earn required eighteen (18) credits;
- 16 2. Score on-track or mastered level for each required end-of-course exam;
- 17 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 18 4. Meet the minimum ACT or SAT benchmark score;
- 19 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 20 6. Complete at least two (2) types of the following courses:
 - 21 a. AP;
 - 22 b. IB;
 - 23 c. Dual enrollment;
 - 24 d. Dual credit.

25 The superintendent shall ensure that the early graduation program is conducted in accordance with
 26 state law.

Legal References

1. TCA 49-6-6001; State Board of Education Policy 2.103;
TRR/MS 0520-01-03-.06(16)
2. TCA 49-6-6001(b); State Board of Education Policy 2.103
3. TCA 49-6-408; State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06(15); State Board of Education
Policy 2.103
5. TCA 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.06(15)
7. TCA 49-6-8303; State Board of Education Policy 2.103

Cross References

Honor Roll, Awards, & Laude System 4.602

Credit for Prior Courses 4.604

Germantown Municipal School District

Monitoring: Review: Annually, in March	Descriptor Term: Testing Programs	Descriptor Code: 4.700	Issued Date: 04/19/21 09/25/18
		Rescinds: 4.700	Issued: 05/07/18

1 The Board shall provide for a system-wide testing program which shall be periodically reviewed and
2 evaluated. The purposes of the program shall be to:

- 3 1. Assist in promoting accountability;
- 4 2. Determine the progress of students;
- 5 3. Assess the effectiveness of the instructional program and student learning;
- 6 4. Aid in counseling and guiding students in planning future education and other endeavors;
- 7 5. Analyze the improvements needed in a given instructional area;
- 8 6. Assist in the screening of students with learning difficulties;¹
- 9 7. Assist in placing students in remedial programs;
- 10 8. Provide information for college entrance and placement; and
- 11 9. Assist in educational research by providing data.²

12 The Superintendent shall be responsible for planning and implementing the program, which includes:

- 13 1. Determining specific purposes for each test;
- 14 2. Selecting the appropriate test to be given;
- 15 3. Establishing procedures for administering the tests;
- 16 4. Making provision for interpreting and disseminating the results;
- 17 5. Maintaining testing information in a consistent and confidential manner; and
- 18 6. Ensuring that results are obtained as quickly as possible, especially when placement in a
19 special learning program might be necessary.
20

21 State-mandated student testing programs shall be undertaken in accordance with procedures published
22 by the State Department of Education.³

1 ***Suspending the portion of IP 4.700 for 2020-21 that pertains to the TCAP exams counting in students'**
2 **grades (page 2, lines 3-16)**

3 Student scores on the Tennessee Comprehensive Assessment Program's grades three through five (3-5)
4 shall comprise zero (0%) percent of the student's final grade in the ~~2018-2019~~ spring semester in the
5 subject areas of mathematics, reading/language arts, science and social studies.⁴ Student scores on the
6 Tennessee Comprehensive Assessment Program's grades six through eight (6-8) shall comprise ten
7 (10%) percent of the student's final grade in the ~~2018-2019~~ spring semester in the subject areas of
8 mathematics, reading/language arts, science and social studies.⁴ The methodology used to calculate the
9 students' scores will be the "Target Score Methodology." The Superintendent may exclude Tennessee
10 Comprehensive Assessment Program scores from students' final grades if scores are not received by the
11 district at least five (5) instructional days before the end of the school year.⁴

12 Student scores on high school TN End of Course examinations shall be fifteen percent (15%) of the final
13 average in the ~~2018-2019~~ school year. The methodology used to calculate the students' scores will be
14 the "Target Score Methodology." The Superintendent may exclude end-of- course (EOC) scores from
15 students' final grades if scores are not received by the district at least five (5) instructional days before
16 the end of the course.⁵

17 Any test directly concerned with measuring student ability or achievement through individual or group
18 psychological or socio-metric tests shall not be administered by or with the knowledge of any employee
19 of the system without first obtaining written consent of the parents or guardians.²

20 Results of all group tests shall be recorded on the students' permanent records and shall be made
21 available to appropriate personnel in accordance with established procedures.⁶

22 No later than July 31 of each year, the Board shall publish on its website information related to state
23 and board mandated tests that will be administered during the school year. The information shall
24 include:⁷

- 25 1. The name of the test;
- 26 2. The purpose and use of the test;
- 27 3. The grade or class in which the test will be administered;
- 28 4. The tentative date or dates that the test will be administered;
- 29 5. The time and manner in which parents and students will be notified of the results of the test;
- 30 6. How parents can access the questions and answers on their student's state-required tests⁶; and
- 31 7. Identification of whether the assessment is State or Board mandated.

32 Beginning with the 2015-2016 school year and for school years thereafter, the testing information
33 shall also be placed in student handbooks or other school publications that are provided to parents
34 on an annual basis.

Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(8); TRR/MS 0520-01-03-.06(1)(c)
4. TCA 49-1-617; Public Acts of 2018, Chapter No. 817
5. TRR/MS 0520-01-03-.06(1)(c)(2); State Board of Education Policy 2.103; Public Acts of 2018, Chapter No. 817
6. TCA 10-7-504
7. TCA 49-6-6007; State Board of Education Policy 2.103

Cross References

Student Surveys, Analyses, and Evaluations 6.4001
Student Records 6.600



Germantown Municipal School District Budget Amendment

Fiscal Year: 2020-2021

Amendment # 26

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-76100-706	Building Construction	-	-	5,034,823	5,034,823
142-47307	Revenues - ESSER 2.0	-	-	5,034,823	5,034,823

REASON FOR AMENDMENT:

To appropriate funds for ESSER 2.0 for capital improvements.

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 # 27

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-71300-429	Instructional Supplies & Materials	8,755	-	1,545	10,300
142-71300-499	Other Supplies & Materials	17,300	-	(13,900)	3,400
142-71300-730	Vocational Instruction Equipment	6,882	-	29,504	36,386
142-72130-355	Travel	9,950	-	(9,950)	-
142-72130-524	In-Service/Staff Development	4,000	-	(1,721)	2,279
142-72230-524	In-Service/Staff Development	3,000	-	(2,005)	995
142-47131	Revenues - CTE Perkins Basic	49,887	-	3,473	53,360

REASON FOR AMENDMENT:

To reallocate costs for the CTE Perkins Basic Grant, program 800

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 # 28

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-71100-429	Instructional Supplies & Materials	17,352	25,782	3,000	46,134
142-71100-722	Regular Instruction Equipment	35,872	14,928	7,680	58,480
142-72210-369	Contracts for Subs - Certified	5,000	(3,000)	1,000	3,000
142-72210-399	Other Contracted Services	-	2,500	(2,000)	500
142-72210-524	In-Service/Staff Development	38,100	13,087	(9,680)	41,507
142-47147	Revenues - Title IV	107,449	53,812	-	161,261

REASON FOR AMENDMENT:

To reallocate costs for Title IV, Whole Child Initiative. Funds were transferred out of professional development and contracted services to support a bicycle safety project at all schools.

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 # 29

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-71100-116	Teachers' Salaries	192,785	34,800	(34,800)	192,785
142-71100-189	Other Salaries & Wages	80,836	29,505	(5,977)	104,364
142-71100-201	Social Security	16,964	3,940	(2,551)	18,353
142-71100-204	Retirement	27,015	6,523	(4,150)	29,388
142-71000-206	Life Insurance	305	120	(119)	306
142-71100-207	Medical Insurance	8,942	2,508	(2,405)	9,045
142-71100-212	Medicare	3,967	938	(591)	4,314
142-71100-399	Other Contracted Services	500	-	(500)	-
142-71100-429	Instructional Supplies & Materials	209,326	313,928	69,609	592,863
142-71100-722	Regular Instruction Equipment	138,414	407,322	23,321	569,057
142-72210-355	Travel	2,000	(1,000)	(1,000)	-
142-72210-369	Contracts for Subs - Certified	33,654	37,912	(20,208)	51,358
142-72210-399	Other Contracted Services	70,000	(830)	20,100	89,270
142-72210-499	Other Supplies & Materials	1,000	-	1,000	2,000
142-72210-524	In-Service/Staff Development	170,771	13,215	(41,729)	142,257
142-47141	Revenues - Title I	1,363,897	851,936	-	2,215,833

REASON FOR AMENDMENT:

To reallocate costs for Title I, Improving Basic Programs Operated by LEAs. Sub costs and professional development funds were transferred due to COVID interfering with spending practices. Funds were added to supplies for targeted academic programs and ACT support at HHS.

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 # 30

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-40210	Revenues - Sales Tax	3,819,340	401,538	3,000,000	7,220,878

REASON FOR AMENDMENT:

To revise sales tax revenue projections.

,

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

GMSD Board Chair _____
Date

GMSD Superintendent _____
Date

PUPIL TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT ("AGREEMENT"), made and entered into as of the 1st day of July, 2018, by and between ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION, with principal offices at 5475 Airline Road, Arlington, Tennessee 38002, BARTLETT CITY BOARD OF EDUCATION, with principal offices at 5650 Woodlawn Drive, Bartlett, Tennessee 38134, COLLIERVILLE SCHOOLS BOARD OF EDUCATION, with principal offices at 146 College Street, Collierville, Tennessee 38017, GERMANTOWN BOARD OF EDUCATION, with principal offices at 6685 Poplar Avenue, Germantown, Tennessee 38138, and LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION, with principal offices at 10001 Highway 70, Lakeland, Tennessee 38002, hereinafter collectively referred to as "CONSORTIUM," or individually as "DISTRICT" on the one hand, and DURHAM SCHOOL SERVICES L.P., with administrative offices at 2601 Navistar Dr., Lisle, IL 60532, hereinafter called "CONTRACTOR."

WITNESSETH:

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

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

ARTICLE 1 TERM

Section 1.01. The term of this AGREEMENT shall be for three (3) years, commencing August 1, 2018 and shall continue through July 31, 2021. This AGREEMENT shall include the option to extend for two (2) additional terms of one (1) year each, for a total term not to exceed five (5) years, to be agreed upon by mutual written agreement of the parties. Authorization to transport students under NCLB legislation shall be made on an annual basis.

ARTICLE 2 SCOPE OF THE SERVICES

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

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

"Special Needs Home-To-School transportation (SPED)" shall mean the safe and convenient

transportation of any and all students with disabilities who are designated by each DISTRICT to be transported between schools and between schools and home, and shall include the provision of vehicles necessary to accommodate all special needs designated by the Individual Education Plan ("IEP") of each student, including, but not limited to, lift equipment for students using mobility aids or wheelchairs, wheelchair securement equipment, seatbelt restraints, and child safety seats, pillows or pads. Notwithstanding, CONTRACTOR'S obligations shall be limited to equipment that can be transported safely and within prescribed governmental regulations. Such transportation shall be provided for each and every day that school is convened and in accordance with school bus routes and schedules approved by the relevant DISTRICT as provided hereunder.

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

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

Section 2.02. The CONSORTIUM'S school year is governed by the school calendar adopted by each District's Board of Education and consists of a minimum of 175 days, in which school is required to be in session, and, optionally, summer school sessions as scheduled by each DISTRICT each summer. When schools are closed (for any reason, including "Acts of God"), transportation is to be furnished on such other days as each DISTRICT's Board of Education declares official school days. It is understood that on those days that regular public schools are closed and special education schools are open, the CONTRACTOR will be responsible for furnishing any required transportation to the special education schools at modified daily costs to the CONSORTIUM. Transportation to special education locations will follow the official calendar of the special education location. CONSORTIUM shall provide CONTRACTOR a schedule and routes for both the regular school year and summer school sessions. If the actual number of operating days falls below 175 for any DISTRICT during any school year, then that DISTRICT agrees to pay 41% of the daily rate per day for every day less than 175 days. Regardless of circumstances, the DISTRICTS shall not make any changes to the school day schedule during any given school year that would require CONTRACTOR to change the number of buses needed on any particular day.

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

Section 2.04. CONTRACTOR shall not permit anyone except assigned students, monitors or nurses, to be on a bus unless authorized in writing by School CONSORTIUM'S Director of Transportation. For the avoidance of doubt, the prohibition against unauthorized access

includes parents of assigned students. Persons not assigned to ride on buses may be permitted to ride the CONTRACTOR'S buses if previously approved by the CONSORTIUM or the applicable DISTRICT. These passengers shall be approved on a case-by-case basis and the CONSORTIUM or DISTRICT will coordinate advance approval and notice prior to such use of CONTRACTOR'S buses.

ARTICLE 3 ROUTES AND SCHEDULES

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

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

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

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

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

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

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

Section 3.08. Under no circumstances shall CONTRACTOR double up routes in the performance of the Services. To the maximum extent possible, all routes shall have the same driver in both the morning and afternoon. The CONTRACTOR will provide a schematic indicating the assigned driver's name, and the route number or bus number for such driver, prior to the start of school each year. CONTRACTOR shall provide an updated schematic on a monthly basis, indicating the permanent driver changes that are made. Drivers should be assigned to Supplemental Transportation Services only for such times that avoid conflicts with the Regular and SPED Transportation Services scheduled under this AGREEMENT.

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

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

Section 3.11. The CONSORTIUM or each DISTRICT reserves the right to notify the CONTRACTOR of reasonable changes in the starting and dismissal times of a school or schools, and the Services required by such changes shall be without additional charge except as provided for in this AGREEMENT. Reasons for such modifications include, but

are not limited to:

- (i) CONSORTIUM-wide mid-day dismissals when required;
- (ii) Early dismissals, as per calendars provided by the CONSORTIUM or by each DISTRICT;
- (iii) Late activity dismissals, as per published schedules;
- (iv) Early dismissals of any and all schools for parent conferences, special events, emergencies, etc.; and
- (v) Pick-ups and dismissals required during examination weeks.

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

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

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

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

ARTICLE 4 VEHICLES

Section 4.01. In addition to the vehicles necessary to meet the scheduled needs, the CONTRACTOR is required to maintain a minimum of 10% of the total number of route buses as stand-by vehicles. CONTRACTOR must include in the stand-by fleet at least one of each type and pupil capacity of buses serving the CONSORTIUM. Stand-by vehicles will be maintained at a location that will insure that a stand-by vehicle can be dispatched within 20

minutes after notification to respond to an in-CONSORTIUM vehicle need. In the event of a mechanical failure or breakdown of any bus, CONTRACTOR agrees that a stand-by bus and driver will respond to the site of a breakdown for transfer of students. Drivers of stand-by vehicles must be able to operate the stand-by vehicles.

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

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

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

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

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

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

Section 4.07. CONTRACTOR will maintain all school buses and related equipment in a safe, clean, and operable condition. CONTRACTOR will maintain records reflecting all maintenance and repair personnel who worked on each school bus. Every bus must pass

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

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

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

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

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

ARTICLE 5 INCLEMENT WEATHER/SCHOOL CLOSING

Section 5.01. If CONSORTIUM or any DISTRICT cancels any Services due to inclement weather, such as, but not limited to, snow, ice, or safety; or other emergency situations, such as, but not limited to, infectious disease control purposes or, regrouping after a violent attack on the student or teacher body; pursuant to Section 4 of this AGREEMENT, CONTRACTOR will invoice CONSORTIUM or that DISTRICT, as appropriate, and CONSORTIUM or the DISTRICT agrees to pay a sum equal to 41% of the daily charges (to cover fixed costs) for each day Services is cancelled. CONSORTIUM or each DISTRICT shall have the option to cancel any scheduled trips upon notification to CONTRACTOR at least two (2) hours prior to the time of the departure from the overnight parking area.

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

ARTICLE 6 FORCE MAJEURE

Section 6.01. In the event CONTRACTOR is unable to provide transportation services herein specified because of any act of God, civil disturbance, fire, inclement weather, impassable roads, riot, war, picketing, strike, governmental action or any condition or cause beyond CONTRACTOR'S control, CONSORTIUM shall excuse CONTRACTOR from such performance. CONSORTIUM shall have the right to take over the operation of the school buses CONTRACTOR is prevented from operating for the reasons described above, whether such school buses are supplied by CONTRACTOR or CONSORTIUM and may operate such school buses with school employees or other persons holding a Commercial Driver's License and such other licenses and qualifications as required by law as CONSORTIUM may deem appropriate until CONTRACTOR is able to resume its regular operations. CONSORTIUM during such operation shall maintain insurance at the levels set forth in this AGREEMENT to protect CONTRACTOR'S property. CONSORTIUM shall pay to CONTRACTOR for the use of such school buses the compensation which would be incurred in securing the services of operating personnel and other such costs of operation; provided, however, that CONSORTIUM'S deduction of such costs and expenses shall not exceed the difference between the total compensation paid to CONTRACTOR for such school buses less CONTRACTOR'S fixed costs of operation. In the event that CONSORTIUM does not operate such school buses with its own personnel, as provided above, the compensation paid CONTRACTOR shall be reduced by the amount which would otherwise be payable with respect to the number of days during which the failure of performance continues.

ARTICLE 7 PERSONNEL

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

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

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

certified to operate a school bus.

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

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

- (i) Be fit for duty and able to complete the essential functions of their jobs.
- (ii) Understand and speak English with proficiency.
- (iii) Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions which would limit safe operation of a school bus (the medical examination shall be conducted prior to employment and as required by law thereafter).
- (iv) Be trained in the operation of school buses and have knowledge of transportation laws and regulations prior to testing by the Tennessee Highway Patrol.
- (v) Hold a current Tennessee Commercial Driver's License with school bus and passenger endorsement in the appropriate vehicle class.
- (vi) Meet all factors concerning driver eligibility required by CONTRACTOR.
- (vii) Have a driving certificate issued by the State of Tennessee. A TEMPORARY CERTIFICATE IS NOT ACCEPTABLE without CONSORTIUM approval. This certificate must be evidenced by a driving endorsement on the employee's driver's license.
- (viii) Successfully complete CONTRACTOR'S Driver Training Program.

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

- a. Sleeveless shirts or Tank Tops
- b. Short shorts or short skirts or dresses. All shorts, skirts, and dresses must touch the knee.
- c. T-shirts or hats with inappropriate language or slogans.

- d. Inappropriate footwear such as open-toed shoes or sandals.
- (ii) Visibly wear, at all times when driving or on CONSORTIUM property, a photo identification badge issued by CONTRACTOR.

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

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

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

Section 7.09. Drivers will not:

- (i) Wear headphones while driving a route
- (ii) Use personal cellular or smart phones, including hands-free and wireless devices, or other portable communication devices either while the bus is in motion or while the driver is supervising the loading or unloading of students.
- (iii) Act in or engage in any behavior prohibited by law or CONSORTIUM policy or procedure.
- (iv) Except as otherwise provided for in this AGREEMENT, deviate from the routes unless authorized by the Director of Transportation or an Approved Representative.
- (v) Back up buses on school property without adult supervision.
- (vi) Idle diesel engines in excess of 5 minutes in school loading or unloading zones, except when needed to operate a wheelchair lift or to cool or heat buses for the convenience of the students.
- (vii) Unless specifically waived by a parent in writing and communicated to CONTRACTOR, release any Pre-Kindergarten, kindergarten, or students with

disabilities at a bus stop where there is no parent or designated guardian available to receive the student. In such event, Driver must contact the GM, provide the student's name, route number, and pickup location, and await instructions. The CONSORTIUM'S Standard Operating Procedure is to return the students to their pickup location at the completion of the route. In certain circumstances, the Driver will be instructed to drop off the student at an alternative location.

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

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

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

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

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

Section 7.15. CONTRACTOR will promptly investigate all complaints of improper conduct

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

Section 7.16. All transportation personnel shall be the responsibility of the CONTRACTOR and shall be CONTRACTOR'S employees. All drivers, mechanics, and attendants must meet all legal and regulatory requirements for holding their respective positions and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the State of Tennessee. CONTRACTOR will be responsible for payment of all compensation and related fringe benefits under this AGREEMENT, inclusive of all applicable payroll taxes and deductions required by local, State, and Federal law, and all workers compensation taxes.

Section 7.17. The responsibility for hiring and discharging CONTRACTOR'S personnel with respect to all obligations arising from this AGREEMENT shall rest entirely upon the CONTRACTOR, and the CONTRACTOR agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. Notwithstanding, the CONTRACTOR further agrees that the CONSORTIUM or any DISTRICT'S Superintendent of Schools shall have the right to request removal of any person (driver, monitor, or office personnel) who in his/her opinion will detract from the safe and efficient operation of school buses and/or the safety of the pupils thereon under this AGREEMENT. The CONSORTIUM or any DISTRICT reserves the right, in the exercise of its sound discretion, to reject drivers or monitors or to direct that they be replaced, without being limited to considerations of health and driving records. CONSORTIUM or the particular DISTRICT shall make such request in writing, state the reasons therefor, provided that such request does not violate applicable local, State and Federal laws and regulations.

Section 7.18. CONTRACTOR will provide a "General Manager" ("GM") to oversee the entire CONSORTIUM operations and who will function as a direct liaison to the CONSORTIUM on behalf of the CONTRACTOR. In addition, the GM will be responsible to the CONSORTIUM for any inefficient management practices at any of the CONTRACTOR'S terminals. CONTRACTOR will provide an "OPS Supervisor" (or similar function/title) that will have complete authority over the operation of the CONTRACTOR'S buses at each of the three (3) DISTRICT FACILITIES. The GM will be directly responsible for working with the CONSORTIUM'S supervisory personnel on all routing of buses and, as authorized by CONSORTIUM, contacts with parents regarding transportation problems under this AGREEMENT. The GM shall also be responsible for compliance with all CONSORTIUM transportation policies, all statistical studies and reports required by the CONSORTIUM, and/or the State, including those items necessary for State Aid purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports. The GM,

or his/her duly authorized designee(s), shall arrange with the CONSORTIUM to be available at the dispatching station during all hours that Services are being performed pursuant to this AGREEMENT, prior to the beginning of each day's hours of service, and for meetings with representatives of the CONSORTIUM. Sufficient management personnel shall be maintained and available from 6:00 a.m. to 6:00 p.m. when school is in session. The GM overseeing the terminal at any time when school is in session is precluded from any bus driver duties or from driving any bus. The GM (or designee) will remain at the terminal until all drivers have returned to the terminal, checked their buses, and reported that all students have been appropriately dropped off. The CONTRACTOR will also provide a contact name and number for night and weekend bus trips.

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

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

Section 7.21. To the extent required by law, all employees hired by the CONTRACTOR to provide services pursuant to the AGREEMENT must be approved for employment by the CONSORTIUM'S Superintendent of Schools. The CONTRACTOR shall submit to the CONSORTIUM a list of the names of all regular and substitute drivers and monitors employed to provide the Services required hereunder. Said list shall be updated monthly by the CONTRACTOR by adding or deleting such information regarding any such driver or attendant hired or terminated after that date and at the time such hiring or termination takes place. Completed driver application forms are to be submitted to the CONSORTIUM, in a file, along with a certification that the CONTRACTOR'S GM has verified previous employment, reviewed driver's license and abstract, obtained letters of reference, completed fingerprint forms, obtained the applicant's authorization for a criminal background check, verified that CDL requirements are current, provided the applicant with a minimum of fifteen (15) hours in excess of State and Federal mandated school bus safety instruction, provided at least ten (10) hours of actual behind the wheel bus driver training (for new and rehire), and conducted a personal interview.

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

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

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

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

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

ARTICLE 8 SAFETY PROGRAM/DRIVER TRAINING PROGRAM

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

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

Safety Program shall be provided for review by CONSORTIUM.

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

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

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

ARTICLE 9 PUPIL DISCIPLINE

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

- (i) Drivers should begin the school year by communicating the rules and regulations that apply to pupils riding the bus.
- (ii) CONTRACTORS shall cooperate with the CONSORTIUM in performing student head counts on the bus when requested by the DISTRICT. This head count will not be required more than four times annually.
- (iii) If a problem occurs, the Driver should attempt to work with the student, school and parent in the resolution of the problem. If resolution does not occur, the Driver should complete a "School Bus Conduct Notice" and provide it to the school administrator. These forms are supplied by the CONSORTIUM and each Driver should maintain a supply of forms on the bus. The individual DISTRICT within the CONSORTIUM dealing with the issue will consider appropriate disciplinary action, including but not limited to suspension of ridership privileges, for any student receiving three (3) School Bus Conduct Notices in a school year.
- (iv) Under no conditions may a Driver deny transportation to an eligible pupil. Transportation can only be denied by a school administrator or in accordance with written procedures agreed to by the CONSORTIUM, and/or the individual DISTRICTS that make up the CONSORTIUM and CONTRACTOR.

- (v) CONTRACTOR will arrange with the school administrator for conferences as needed to work out pupil problems.
- (vi) While on school premises, Drivers are expected to respond courteously and informatively to any questions from administrators. Any request from an administrator which conflicts with Transportation policies should be immediately referred to the Driver's supervisor.
- (vii) Authority to suspend or expel any pupil from transportation services rests solely with the individual DISTRICT dealing with the issue and may only be exercised in accordance with that DISTRICT's policy. CONTRACTOR'S Drivers are responsible only for such discipline as is required to properly and safely operate the CONTRACTOR'S buses. Each Driver will handle all disciplinary matters in strict accordance with the individual DISTRICT within the CONSORTIUM's policy. All discipline problems will be reported in writing following completion of the route.

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

ARTICLE 10 FUEL COSTS

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

ARTICLE 11 CONTRACT PAYMENTS

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

Section 11.02. Payments for services rendered under the provisions of this AGREEMENT shall be made upon receipt of a proper itemized invoice. Each invoice sent by the CONTRACTOR shall designate the services and costs attributable to each DISTRICT, and each DISTRICT will be responsible for paying the amount attributed to them in the invoice or for resolving any dispute over the invoice with the CONTRACTOR. Such payments shall be

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

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

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

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

Section 11.06 Notwithstanding any contrary statements in this AGREEMENT or in any documents incorporated herein by reference, in the event any Federal, State, local or other governmental body's statutes, laws, rules, regulations or requests materially impact CONTRACTOR's methods and/or costs in connection with the provision of services hereunder (e.g., changes in healthcare or other benefits requirements, changes in equipment requirements, changes in service requirements, changes in unemployment insurance benefit requirements, adding seatbelts, etc.) during the term of the AGREEMENT, CONTRACTOR, upon written notice to CONSORTIUM, may request a renegotiation of this AGREEMENT which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to this AGREEMENT resulting from such renegotiations must be set forth in writing, signed by the parties hereto, and shall become effective on a mutually agreed upon date.

ARTICLE 12 FACILITIES

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

Section 12.02. CONTRACTOR will be permitted at all times on or after July 1, 2018, and during the term of this AGREEMENT, the use of the CONSORTIUM FACILITIES for parking, dispatching, storage, maintenance, and repair of school buses and other vehicles, office use, and such other lawful uses as are reasonably incidental to the operation of a school bus company and the performance of this Agreement. CONTRACTOR shall be responsible for tenantable, non-structural repairs to the improvements such as interior repair, including repair of broken windows. The CONTRACTOR will be responsible for the cost of heat, air conditioning, electricity, water, sewer, or other utility charges, including telephone and internet usage. The relevant DISTRICT shall be responsible for capital improvements, including but not limited to building structure, roof, plumbing and sewers, HVAC, flooring and parking lot.

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

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

other purposes for other agencies or contracts being serviced by CONTRACTOR.

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

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

Section 12.07 CONTRACTOR shall have no fewer than 30 days but no more than 60 days to vacate CONSORTIUM FACILITIES after the last day of operation even if this date is after the term of this Agreement.

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

Section 12.08. Deleted.

Section 12.09. Each DISTRICT reserves the right to require CONTRACTOR to relocate from any of the CONSORTIUM FACILITIES provided by the respective DISTRICT at said respective DISTRICTS' sole cost and expense, with no additional costs, direct or indirect, to be incurred by CONTRACTOR resulting from the relocation, including but not limited to rental expense. In the event that some or all of the CONSORTIUM FACILITIES become unavailable or are no longer used as a transportation facility, then the CONTRACTOR shall be responsible for identifying and selecting a reasonable replacement facility at its sole expense, in consultation with the CONSORTIUM. The CONSORTIUM and the CONTRACTOR will reasonably negotiate additional terms and conditions to this Agreement to reimburse the CONTRACTOR for the additional expense of obtaining a replacement transportation facility.

ARTICLE 13 OPERATIONAL MATTERS

Section 13.01. (a) Communications: The CONTRACTOR must provide a private telephone number to allow the CONSORTIUM immediate, direct access to the CONSORTIUM FACILITIES, and after-hours telephone names and telephone numbers to be used in the case of after-hours emergencies. The CONTRACTOR is required to provide one designated emergency phone number that will be manned by CONTRACTOR management personnel or a contracted answering service, and answered at all times 24/7, a fax machine in the terminal, and shall provide said number to the CONSORTIUM. Additionally, the CONTRACTOR is required to have access to internet communications and periodically throughout school days check an email address that the CONTRACTOR will supply to the CONSORTIUM.

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

(b) Advertising: Vehicles used in performance of this AGREEMENT to transport pupils of the CONSORTIUM shall not be used to display, either inside or outside of the vehicle, any commercial advertisement without the proper written authorization of the CONSORTIUM'S Superintendent or his/her designee.

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

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

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

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

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

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

(i) Student Discipline Matters: In addition to monthly reports, in the event of any student discipline matter involving CONSORTIUM students, the CONTRACTOR shall immediately notify the CONSORTIUM in the manner as prescribed by policy and procedure of each of the DISTRICTS that make up the CONSORTIUM. The CONTRACTOR shall follow

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

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

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

(l) Cooperative Transportation: Only those children, adults or other person(s) authorized by the CONSORTIUM to be transported shall be transported under this AGREEMENT. The CONTRACTOR shall agree to secure the prior written approval of the CONSORTIUM before agreeing to undertake the transportation of pupils for other schools or individuals in conjunction with the trips specified in this AGREEMENT, and to furnish the CONSORTIUM with copies of each such related Agreement with another school or individual for such transportation. The CONSORTIUM reserves the right to assign students from other schools to buses/routes at its sole discretion. Should such assignment result in increased route time, the CONTRACTOR shall be compensated upon approval of the Transportation Manager for the CONSORTIUM, according to the prices submitted in Exhibit A, and the terms and conditions as specified herein.

(m) Ownership of Computer Programs and Data. All operational records created by CONTRACTOR, including, but not limited to audio, digital and video recordings are, and shall be, at all times, the exclusive property of CONTRACTOR. CONSORTIUM'S access to these records are subject to Article 18.

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

ARTICLE 14 DISPUTES

Section 14.01. The CONSORTIUM must be notified within three (3) business days of discovery of any changes in operating requirements that will result in a change in

AGREEMENT compensation. Failure by the CONTRACTOR to notify the CONSORTIUM of such changes will result in the loss of any additional compensation that may be due to the CONTRACTOR pursuant to these specifications.

Section 14.02. The parties shall deal in good faith and attempt to resolve potential disputes informally. All disputes, for which Tennessee law does not otherwise specify a dispute resolution process, shall immediately be brought to the attention of the parties' respective representatives. If the dispute persists, and the representatives are not able to agree on a resolution to any particular issue within ten (10) calendar days after the dispute initially became known to each party, then either party may submit the dispute to a leadership group consisting of the DISTRICTS' Superintendents or their designees and CONTRACTOR Senior Management for resolution. This leadership group will convene in person or by telephone within three (3) business days after the dispute is submitted to the leadership group. If the dispute persists, and the leadership group is not able to agree on a resolution to any particular issue within ten (10) calendar days after the dispute was initially submitted to the leadership group, then CONTRACTOR shall submit the dispute to an executive committee consisting of CONSORTIUM'S executive management and CONTRACTOR'S designated executive management for resolution. This executive committee will convene in person or by telephone within three (3) business days after the dispute is submitted to the executive committee. If the dispute persists and the executive committee is not able to agree on a resolution to any particular issue within ten (10) calendar days after the dispute was initially submitted to the executive committee, then CONTRACTOR shall submit to the Superintendent of CONSORTIUM a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this AGREEMENT, unless CONSORTIUM, on its own initiative, has already rendered such a final decision. CONTRACTOR'S written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the AGREEMENT, CONTRACTOR shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the AGREEMENT adjustment for which CONTRACTOR believes CONSORTIUM is liable.

Section 14.03. Pending the final resolution of any dispute arising under, related to or involving this Contract, for which Tennessee law does not otherwise specify a dispute resolution process, both parties agree to diligently proceed with the performance of this AGREEMENT, including CONSORTIUM'S payment for and CONTRACTOR'S provision of Services in accordance with this AGREEMENT. The failure to diligently proceed in accordance with this AGREEMENT shall be considered a material breach of this AGREEMENT.

Section 14.04. Any final decision of CONSORTIUM shall be expressly identified as such in writing and shall be signed by the Superintendent of CONSORTIUM. CONSORTIUM'S final decision shall be conclusive and binding regarding the dispute unless CONTRACTOR commences an action in a court of competent jurisdiction in Shelby County, Tennessee, to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

ARTICLE 15 COMPLIANCE WITH LAWS

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

or benefits (including responses) to comply fully with Title IX.

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

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

ARTICLE 16 NON-PERFORMANCE DAMAGES

Section 16.01. CONTRACTOR shall perform the Services at the levels of quality, completeness, accuracy, timeliness, responsiveness and efficiency that are consistent with the service levels. For each occurrence of a no-show route, a student being left unattended on a bus after AM or PM route, the CONTRACTOR misses any morning stop for three (3) consecutive days (as validated by GPS), CONTRACTOR drops off a kindergartener or first grader without Proper Supervision, or on Field Trips, where CONTRACTOR arrives more than thirty (30) minutes late for pick-up or more than 30 minutes late for return home (when the late return is solely the fault of the CONTRACTOR), Contractor shall be liable to the affected DISTRICT in the amount of \$500.00.00 per occurrence.

Section 16.02. During the term of this AGREEMENT, the CONSORTIUM will provide the CONTRACTOR notice of intent to assess penalties and provide the CONTRACTOR an opportunity to respond to the CONSORTIUM's determination within three (3) business days of the event occurring. Failure to notify CONTRACTOR within three (3) days shall relieve CONTRACTOR of the obligation to pay liquidated damages for such event.

ARTICLE 17 INSURANCE/INDEMNIFICATION/ACCIDENTS/INCIDENTS

Section 17.01. CONTRACTOR must provide a certificate of insurance signed by an employee of the insurer(s) providing coverage, with the authority to bind the insurer(s) stating that no less than the minimum limits of insurance required in this AGREEMENT will be met. The insurance carrier must be a Tennessee admitted carrier and must be rated in A.M. Best's Insurance Guide as a "secured" carrier or better. **Section 17.02.** Minimum amounts for each bus or vehicle operated shall be for claims arising under the contract:

- (i) Automobile Insurance. Symbol "1", covering all automobiles and buses, including hired and non-owned vehicles is preferred. However, at the CONSORTIUM'S discretion, alternative symbols will be considered. The CONSORTIUM and/or its representatives retain the right to make inquiries to the CONTRACTOR, its agents or broker and insurer(s) directly. Limits shall be five million dollars (\$5,000,000.00) combined single limit (bodily injury and property damage). Coverage at least equal to ISO form #CA 00 01 12 93 or the current edition of said form approved in the State. The Automobile

Insurance policy will not contain a punitive damages exclusion. CONTRACTOR agrees to Waive Right of Subrogation in favor of CONSORTIUM under Automobile Insurance.

- (ii) Commercial General Liability with limits of at least one million dollars (\$1,000,000.00) per occurrence/ two million dollars (\$2,000,000.00) aggregate. Coverage for bodily injury, property damage, sexual misconduct, products/completed operation, personal injury and advertising injury. Coverage at least equal to ISO form #CG 0001 10 93 or the current edition of said form approved in the State. The Commercial General Liability policy (1) will not contain an exclusion for assault and battery subject to the CG 0001 form and (2) will not contain a punitive damages exclusion. CONTRACTOR agrees to Waive Right of Subrogation if favor of CONSORTIUM under Commercial General Liability.
- (iii) Ten million dollars (\$10,000,000.00) Umbrella or Excess Liability Coverage. No aggregate limit to apply to automobile liability coverage. Must at least follow form of underlying coverage. The liability limits can be accomplished by a combination of primary and excess policies, if needed.
- (iv) Workers' Compensation and Unemployment Insurance coverage covering all employees in amounts as required by Tennessee State Law. CONTRACTOR agrees to Waive Right of Subrogation in favor of CONSORTIUM under Workers Compensation.

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

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

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

Section 17.06. All insurance certificates shall state that the policy will not be cancelled without thirty (30) days written notice to each of the DISTRICTS in the CONSORTIUM. Such

certificates shall show the name and address of the insured CONTRACTOR, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage is excluded by special or manuscript endorsement or otherwise excepting such-as appear in standard ISO policies as they relate to this AGREEMENT. The CONSORTIUM reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages after first requesting said explanation from the CONTRACTOR and the CONTRACTOR agrees to assist in obtaining any such desired information. CONTRACTOR acknowledges that failure to provide the mandated insurance on behalf of the CONSORTIUM constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the CONSORTIUM.

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

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

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

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

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

CONSORTIUM, its officers, agents, servants or employees.

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

ARTICLE 18

RECORDS AND REPORTS/RIGHT TO AUDIT

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

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

Section 18.03. Without limiting any examination or audit rights, or other rights of CONSORTIUM set forth in the AGREEMENT, CONTRACTOR agrees that CONSORTIUM, or its designated representative, shall have the right to audit, review and copy any records and supporting documentation pertaining to performance of and invoicing under this AGREEMENT and to audit the practices and facilities used by CONTRACTOR to provide the Services and related operational matters. CONTRACTOR agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is stipulated or required by law. CONTRACTOR agrees to allow the auditor(s) access to such records and facilities during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, CONTRACTOR agrees to include an equivalent right of CONSORTIUM to audit records and facilities and interview staff in any subcontract related to performance of and invoicing under this AGREEMENT. CONSORTIUM agrees to take all reasonable steps to ensure that such information is not disclosed to third parties.

Section 18.04. For avoidance of doubt, audits may include those conducted by personnel of CONSORTIUM, or its designated representative, in the performance of AGREEMENT oversight responsibilities in reviewing invoices, monthly fiscal management and/or other required reports. If an audit reveals that CONTRACTOR has overcharged CONSORTIUM for Services during the period to which the audit relates, then CONTRACTOR shall promptly refund such overcharges to CONSORTIUM as appropriate.

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

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

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

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

**ARTICLE 19
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**ARTICLE 20
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**ARTICLE 21
TERMINATION FOR DEFAULT**

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

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

Section 21.02. The right to terminate this AGREEMENT under Section 21.01 above, may be exercised if (i) the failure constitutes a material breach of this AGREEMENT and if the defaulted party does not cure such failure within the time frame stated in the cure notice, which in no event will be less than fifteen (15) calendar days, unless a shorter period is specifically set forth elsewhere under this AGREEMENT; or (ii) there are repeated or numerous failures by a party for which the other has provided notice, which repeated failures collectively constitute a material breach of this AGREEMENT. Notwithstanding the foregoing, the Parties hereby agree that each of the following events shall be deemed a material breach by CONTRACTOR, subject to immediate termination without the benefit of a cure period:

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

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

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

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

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

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

ARTICLE 22 DISENTANGLEMENT (TRANSITION OUT)

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

Section 22.01. CONTRACTOR shall provide to CONSORTIUM all CONSORTIUM data and documentation and other information reasonably requested by CONSORTIUM in connection

with the transition that is sufficient to enable CONSORTIUM, or another reasonably competent service provider, to fully assume the provision of any terminated Services. Except as CONTRACTOR is otherwise required to retain such data under this AGREEMENT or by law, CONTRACTOR shall destroy all copies of CONSORTIUM data not turned over to CONSORTIUM.

ARTICLE 23 DISASTER RECOVERY AND SECURITY PLAN

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

ARTICLE 24 CONFIDENTIALITY OF DATA

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

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

- (i) available from public sources or in the public domain, through no fault of the receiving party; or

- (ii) received at any time from any third party without breach of a non-disclosure obligation to the disclosing party; or
- (iii) readily discernible from publicly available products or literature; or
- (iv) approved for disclosure by prior written permission of a corporate officer of the disclosing party.

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

Section 24.04. The Tennessee Open Records Act, T.C.A. §10-7-503, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. ALL OR MOST OF THE INFORMATION CONTAINED IN THIS CONTRACT WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE OPEN RECORDS ACT. PRICES QUOTED IN THIS CONTRACT ARE NOT A TRADE SECRET. If CONTRACTOR considers any provision of this AGREEMENT to be exempt from disclosure as a trade secret or otherwise, the burden is on CONTRACTOR to specifically identify such provision. CONSORTIUM, to the extent allowed by law and in accordance with these terms and conditions, will honor a designation of nondisclosure. CONTRACTOR will be required to defend any claim of trade secret or other basis for nondisclosure in the event of an administrative or judicial challenge to CONSORTIUM'S nondisclosure. Notwithstanding the foregoing, CONTRACTOR will not disclose any information protected by state or federal law to a third party without the written approval of the applicable DISTRICT. CONTRACTOR will use data and information provided by the CONSORTIUM and/or the DISTRICTS only for the purpose of fulfilling its duties and providing or improving services under this Agreement. CONTRACTOR will ensure that all data and information received by CONTRACTOR pursuant to this Agreement or in the possession of others to whom Contractor may have transferred Data are either destroyed in a manner that it cannot be recovered or are transferred to the appropriate DISTRICT when such are no longer needed for their specified purpose or at the request of a DISTRICT. CONTRACTOR will store and process data in accordance with industry best practices, including but not limited to appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, and use. CONTRACTOR will immediately notify the CONSORTIUM and any affected DISTRICT(S) if data provided pursuant to this Agreement is breached or improperly disclosed, whether such disclosure is intentional or unintentional.

ARTICLE 25 SUBCONTRACTORS

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

ARTICLE 26 CONTRACTOR COMPENSATION

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

Section 26.02. TIME MEASUREMENTS OF ROUTES: Routes will be based on the run times as described in Exhibit A. Compensated times will be determined by the CONSORTIUM'S Director of Transportation based upon trial runs and/or computer designed schedules. CONTRACTOR and CONSORTIUM will review all routes before the start of each school year and summer school. If there is a disputed route time exceeding or being less than the computer designed schedule, the routes will be identified in writing to the other party and the daily count log of pupils by route and by stop for the pick-up and delivery of pupils will be provided to the CONSORTIUM'S Transportation Division for review. In five (5) working days, the CONSORTIUMS' transportation division will review the route and, if

necessary, drive the route and/or follow the bus on the route, and render its findings. No reviews will be submitted during the first four (4) weeks of school. No weather disputes will be submitted or reviewed. No road construction will be submitted or reviewed unless the road construction is a safety hazard, or the time of construction shall exceed one (1) month based on the projected end date provided by the Town of Arlington, the Town of Collierville, the City of Bartlett, the City of Germantown, City of Lakeland, or Shelby County as applicable. Any route deviation due to road construction will automatically end based on the projected end date provided by the Town of Arlington, the Town of Collierville, the City of Bartlett, the City of Germantown, the City of Lakeland, or Shelby County as applicable.

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

Section 26.04 Rate Adjustment:

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

**ARTICLE 27
MISCELLANEOUS**

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

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

Section 27.03. PLACE OF AGREEMENT/GOVERNING LAW. This AGREEMENT shall be deemed to be presented in and shall be construed in accordance with the laws of the State of Tennessee. All references in this request to "this State" shall mean the State of Tennessee.

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

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

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

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

Attn: Superintendent's Office
Arlington Community Schools
12060 Arlington Trail
Arlington, TN 38002

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

Attn: Superintendent's Office
Bartlett City Board of Education
5650 Woodlawn Drive
Bartlett, TN 38134

- (c) Notices to Collierville Schools Board of Education shall be sent to:

Attn: Superintendent's Office
Collierville Schools
146 College Street
Collierville, TN 38017

- (d) Notices to City of Germantown Board of Education shall be sent to:

Attn: Superintendent's Office
Germantown Board of Education
6685 Poplar Avenue, Suite 202
Germantown, TN 38138

- (e) Notices to Lakeland School System Board of Education shall be sent to:

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

Notices to CONTRACTOR shall be addressed to:

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

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

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

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

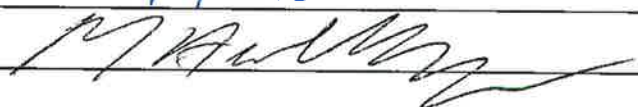
Section 27.10. No Consent to Breach. No consent or waiver, express or implied, by any Participating Employer to or of any breach or default by any other Participating Employer, in the performance by such other parties of its obligations hereunder, shall be deemed or construed to be a consent or waiver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

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in duplicate the day and year first herein above written.

DURHAM SCHOOL SERVICES

Name: Matt Ashley
Title: CEO
Date: 6/11/2018
Signature: 

ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION

Name: _____
Title: _____
Date: _____
Signature: _____

Name: _____
Title: _____
Date: _____
Signature: _____

BARTLETT CITY BOARD OF EDUCATION

Name: _____
Title: _____
Date: _____
Signature: _____

Name: _____
Title: _____
Date: _____
Signature: _____

COLLIERVILLE SCHOOLS MUNICIPAL SCHOOL DISTRICT

Name: John S. Aitken
Title: Board Chairman

Date: 5-20-18

Signature: [Signature]

Name: John S. Aitken

Title: Superintendent

Date: 6-20-18

Signature: [Signature]

GERMANTOWN SCHOOLS BOARD OF EDUCATION

Name: Elizabeth T. Landers

Title: Board Chairman

Date: 6-18-18

Signature: [Signature]

Name: Jason Manuel

Title: Superintendent

Date: 6-18-18

Signature: [Signature]

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LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION

Name: Kevin Floyd

Title: Board Chair

Date: 6/11/18

Signature: [Handwritten Signature]

Name: William Edward Horrell III

Title: Superintendent

Date: 6/11/18

Signature: [Handwritten Signature]

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**Purchasing Shared Services
Bartlett City Schools
Administration Offices
5650 Woodlawn
Bartlett, Tennessee 38134**

AMENDED REQUEST FOR PROPOSAL PRICING SHEET

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

Rates			2018-2019	2019-2020	2020-2021
Vehicle Type	Number of Vehicles	Number of Days Per Year	Cost Per Bus Per Day	Cost Per Bus Per Day	Cost Per Bus Per Day
Regular Transportation					
78 Passenger Type D (Double Route)	64	175	\$275.48	\$286.50	\$297.96
78 Passenger Type D (Triple Route)	56	175	\$323.02	\$335.94	\$349.38
No Child left behind	0	175	N/A	N/A	N/A
Special Education Transportation					
19 Pass. (W/C units) - Double Routes	10	175	\$291.82	\$303.49	\$315.63
19 Pass: (W/Cr units) - Triple Routes	10	175	\$316.12	\$328.76	\$341.91
Bus Assistants - Double Routes *	10	175	\$105.88	\$110.12	\$114.52
Bus Assistants - Triple Routes **	10	175	\$134.75	\$140.14	\$145.75
Misc. Transportation Programs					
Summer School	10	18	\$291.82	\$303.49	\$315.63
Saturday School	0	0	N/A	N/A	N/A
* Hours in excess of 5.5 hours per monitors per day will be billed at \$19.25 per hour. The hourly rate will increase by 4.0% each year.					
** Hours in excess of 7.0 hours per monitors per day will be billed at \$19.25 per hour. The hourly rate will increase by 4.0% each year.					

Sports/Activity Trips	***Cost Per Hour	\$38.00
	***Minimum Per Trip	\$76.00
Mid-Day Shuttle	***Cost per hour (1 Hr Min)	\$38.00
Grand Total (Excludes Trips)		\$7,788,497.10

*** Rates will increase by 4.0% annually

State your cost per \$1,000.00 for Performance, Materials and Labor Bond, if required \$ 5.40

AMENDMENT NUMBER ONE

ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION, with principal offices at 12060 Arlington Trail, Arlington, Tennessee 38002, BARLETT CITY BOARD OF EDUCATION, with principal offices at 5705 Stage Road, Bartlett, Tennessee 38134, COLLIERVILLE SCHOOLS BOARD OF EDUCATION, with principal offices at 145 W. Poplar Avenue, Collierville, Tennessee 38017, GERMANTOWN BOARD OF EDUCATION, with principal offices at 3350 S. Forest Hill Irene Road, Germantown, Tennessee 38138, and LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION, with principal offices at 10001 Highway 70, Lakeland, Tennessee 38002, hereinafter collectively referred to as "CONSORTIUM," and DURHAM SCHOOL SERVICES, L.P., hereinafter referred to as "CONTRACTOR", mutually agree to amend the existing Agreement for the Transportation of Pupils, dated July 1st, 2018, hereinafter referred to as "Agreement", as stated below:

1. Pursuant to Section 1.01 of the Transportation Agreement dated July 1st, 2018 the Agreement shall be extended for two (2), one (1) year terms.
2. The rates as stated in Schedule A shall be adjusted upward by four percent (4%) the first year and there will be no increase for the second year.
3. This Addendum is effective August 1, 2021 through July 31, 2023 and is agreed to by the parties to the Agreement.
4. All other terms and conditions of the original Agreement remain the same.

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

DURHAM SCHOOL SERVICES, L.P.

By: Durham Holding II, L.L.C.,
Its general partner

By: _____

Name: _____

Title: _____

Date: _____

ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION

Name: _____

Title: _____

Date: _____

Signature: _____

BARTLETT CITY BOARD OF EDUCATION

Name: _____

Title: _____

Date: _____

Signature: _____

COLLIERVILLE SCHOOLS MUNICIPAL SCHOOL DISTRICT

Name: _____

Title: _____

Date: _____

Signature: _____

GERMANTOWN SCHOOLS BOARD OF EDUCATION

Name: _____

Title: _____

Date: _____

Signature: _____

LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION

Name: _____

Title: _____

Date: _____

Signature: _____

**Purchasing Shared Services
Shelby County Municipal Consortium
Administration Offices**

STUDENT TRANSPORTATION SERVICES PRICING SHEET

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

Rates			2021-2022	2022-2023		
Vehicle Type	Number of Vehicles	Number of Days Per Year	Cost Per Bus Per Day	Cost Per Bus Per Day		
Regular Transportation						
78 Passenger Type D (Double Route)	48	175	\$309.88	\$309.88		
78 Passenger Type D (Triple Route)	64	175	\$363.36	\$363.36		
No Child left behind	0	175	N/A	N/A		
Special Education Transportation						
19 Pass. (W/C units) - Double Routes	10	175	\$328.26	\$328.26		
19 Pass. (W/Cr units) - Triple Routes	17	175	\$355.59	\$355.59		
Bus Assistants - Double Routes *	10	175	\$119.10	\$119.10		
Bus Assistants - Triple Routes **	17	175	\$151.58	\$151.58		
Misc. Transportation Programs						
Summer School	10	18	\$328.26	\$328.26		
Summer School - Bus Assistants	10	18	\$119.10	\$119.10		
Saturday School	0	0	N/A	N/A		

* Hours in excess of 5.5 hours per monitors per day will be billed at \$21.44 per hour. The hourly rate will increase by 0.0% year 2.

** Hours in excess of 7.0 hours per monitors per day will be billed at \$21.44 per hour. The hourly rate will increase by 0.0% year 2.

Sports/Activity Trips	***Cost Per Hour	\$42.74
	***Minimum Per Trip	\$85.48
Mid-Day Shuttle	***Cost per hour (1 Hr Min)	\$42.74
Grand Total (Excludes Trips & Mid-Day)		\$9,044,859.55

*** Rates will increase by 0.0% year 2.

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

5.40

Bid for Dogwood Elementary Outdoor Classroom 2-23-21- GMSD FY-2021- 04	B & B Specialty Contractors	Grinder, Tabor Grinder	Jaycon Development
Base Bid:	\$ 80,893.00	\$ 83,995.00	\$ 86,000.00
Base Bid plus allowances:	\$ 107,993.00	\$ 110,495.00	\$ 113,100.00
Bond cost per \$1,000	\$ 9.00	\$ 9.00	\$ 17.01
		<i>calculation error</i>	
The following Allowances were stated for the purpose of stabilizing each bid and to establish an amount of credit to purchase the identified items:			
Excavation and replacement of unsuitable soil:	\$ 10,000.00		
Face Brick:	\$ 600.00		
Inspection Testing Services:	\$ 6,000.00		
Add Plaque:	\$ 500.00		
Contingency Allowance to be used by the owner to cover the cost for latent defect or conditions during the project:	\$ 10,000.00		
Totals:	\$ 27,100.00		
Checklist:			
Addendum Acknowledgement	x	x	x
Prime Contractor's License	x	x	x
References	x	x	x
Drug and Alcohol Testing Form	x	x	x
Iran Divestment Act	x	x	x
Certification of Understanding	x	x	x
Bid certification page	x	x	x
Certificate of Liability Insurance	x	x	x



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

To: GMSD Board of Education
From: GMSD Human Resources Department
Re: Dental, Life, and Long Term Disability Bids Update
Date: March 9, 2021 Board Meeting

VOLUNTARY DENTAL INSURANCE

Current GMSD Dental Plan: Two-plan design (base and buy-up) for employees and family members utilizing Delta Dental (direct). Currently, the annual cost for both plans is approximately \$375,000.

Bid Respondents: Voluntary Dental bids were received from Aetna, Blue Cross Blue Shield of TN, Delta Dental (direct), Delta Dental through Sherrill Morgan, The Standard, and Unum.

Estimated Annual Costs (based on current census):

Aetna: \$351,097 Blue Cross Blue Shield: \$375,290 Delta Dental (Direct): \$401,563
Delta Dental (Sherrill Morgan): \$401,563 (plus broker fee)

Dental Bid Analysis:

- While the lowest bidder is Aetna, it only provides a one-year rate guarantee.
- The bid from Blue Cross Blue Shield and the two offers from Delta Dental (direct and through the broker, Sherrill Morgan) include three year rate guarantees.
- Blue Cross Blue Shield utilizes a different network and includes six plan design deviations that could affect GMSD members. Coverage deviations include items such as:
 - Losing current coverage for antibiotics injections
 - Ability for members with specific at-risk health conditions to be eligible for additional prophylaxes (cleanings) or fluoride treatment.
- Delta Dental (Sherrill Morgan) requires an additional fee to use the broker in the amount of \$15,000, which the District would have to pay.

Recommendation: The GMSD Human Resources Department, along with the full support of our benefits consultant, Employee Security Planning, LLC is recommending the GMSD Board of Education accept the Voluntary Dental renewal offer directly with Delta Dental.

VOLUNTARY LONG TERM DISABILITY

Current GMSD Voluntary Long Term Disability Plan: All full time GMSD active employees are able to purchase long term disability insurance through Dearborn. This is a voluntary product paid by employees. Currently, the annual cost is approximately \$27,733.

Bid Respondents: Voluntary Long Term Disability bids were received from Dearborn, Hartford, The Standard, USABLE, and Symetra through Sherrill Morgan.

Estimated Annual Costs (based on current census):

Symetra: \$35,010 (plus broker fee) Dearborn: \$36,964

Voluntary Long Term Bid Analysis:

- Long term disability fees are age banded, which means the fee increases as the employees move up in age.
- Symetra and Dearborn are offering the same age banded rates for three years.
- Dearborn's rates also match the current rates GMSD employees are paying for voluntary long term disability
- Symetra requires an additional fee to use the broker in the amount of \$15,000, which the District would have to pay.

Recommendation: The GMSD Human Resources Department, along with the full support of our benefits consultant, Employee Security Planning, LLC is recommending the GMSD Board of Education accept the Voluntary Long Term Disability renewal offer from Dearborn.

GROUP LIFE INSURANCE AND AD&D

Current GMSD Basic Group Life & AD&D Plan: All active employees receive a basic life insurance benefit of 2x their annual salary. Eligible retirees receive a life insurance benefit of 1x their annual salary up to \$50,000 until age 65. The Superintendent has a life insurance policy as outlined in his employment contract. Active employees are able to purchase additional supplemental life insurance policies for themselves, their spouses, and/or their dependents. GMSD current Group Life & AD&D insurance provider is Dearborn. Currently, the annual cost for Basic Group Life & AD&D plan is approximately \$68,839.

Bid Respondents: Basic Group Life and AD&D bids were received from Dearborn, Hartford, The Standard, USABLE, and Symetra through Sherrill Morgan.

Estimated Annual Costs (based on current census):

Symetra: \$58,326 (plus broker fee) Dearborn: \$64,396

Basic Group Life and AD&D Bid Analysis:

- Symetra and Dearborn provided three-year rate guarantees and the lowest rates.
- While Symetra's life rate is less than Dearborn, there is a \$15,000 broker fee, which removes the cost benefit.
- Dearborn's renewal offer is a \$4,443 decrease from the current rate to the District.
- There is no change to supplemental rates for employees, spouses, and dependents.

Recommendation: The GMSD Human Resources Department, along with the full support of our benefits consultant, Employee Security Planning, LLC is recommending the GMSD Board of Education accept the Basic Group Life and AD&D renewal offer from Dearborn.

Alignment to GMSD's Strategic Plan:

Goal 3: Recruit, Develop, and Retain Exemplary Employees

Objective 3.3: Retain Highly Skilled Employees Who Are Dedicated to Developing Students' Academic, Social, Physical, and Emotional Well-Being

Strategy 3.3.1: Strengthen the Competitive Compensation Package for all Employees

Strategy 3.3.2: Provide Employees with Access to Health and Wellness Options, Which Promote Physical, Social, and Emotional Well-Being

Germantown Board of Education

Advocacy Plan

Revised: March 2021

The Germantown Board of Education recognizes its important position as advocate for the students, teachers, staff, families, and community it serves. Strong and purposeful advocacy on the local, state, and federal level is essential to providing our students with the best educational experience possible. The following board roles will target specific areas of advocacy and help guide the board, as a whole, as it works to bring about community and governmental support for our school district.

Tennessee Legislative Network Representative monitors state and federal legislative changes and bills that may impact education and communicates that information to the board. The TLN Rep builds relationships with lawmakers, other board TLN representatives, and TSBA leadership, as well as guides and coordinates board advocacy on the state and federal level.

Local Legislative Liaison monitors county and city actions that may impact GMSD and communicates that information to the board. The Local Legislative Liaison builds relationships with county and city leadership and also guides and coordinates board advocacy on the county and city level.

PTO Liaison works with school and district PTOs to strengthen communication between parents and the board and to further community engagement in our district. The PTO liaison builds relationships with parent leadership, and guides and coordinates board advocacy on the school and district level.

Board members, individually and together, participate in a variety of activities and actions that contribute to building community support for our district necessary for successful advocacy. Listed below are many of those established opportunities.

District Administration/Teachers/Staff:

Attend Back to School Kick-Off	Annually in August
Attendance at schools on first day of classes	Annually in August
End of year letter to families and staff	Annually in May
Hold a tenure celebration to congratulate teachers who have earned tenure	Annually in Spring
Celebrate Teacher Appreciation Week	Annually in May
Attend School Snapshots	Annually in March

District Families:

Encourage families to join school support organizations	Ongoing
Attend school support meetings and school activities/events	Ongoing
Have recognition of students/staff of schools at board meetings	Ongoing
Attend community engagement meetings held by district	As Needed
End of year letter to families and staff	Annually in May
Invite to Community School Tour day	Annually in February

Board of Mayor and Aldermen:

Attend BMA meetings regularly	Ongoing
Communicate district budgetary and capital needs and district accomplishments to Aldermen	Ongoing
Attend joint BOE and BMA meetings	As Needed
Invite to Community School Tour day	Annually in February

Community and Business:

Attend Chamber of Commerce meetings	Monthly
Speak to civic organizations, upon invitation	Ongoing
Invite to Community School Tour day	Annually in February
Thank businesses who engage with our district on projects	Ongoing
Participate in Germantown Holiday Parade	Annually in December
Participate in Senior Citizen Expo	Annually in November

Media and Social Media:

Promote GMSD through positive stories via Facebook and Twitter	Ongoing
Spokesperson for GMSD board with media will be the board chair	Ongoing
Submit Letters to the Editor on behalf of the GMSD Board on significant topics/issues that affect GMSD	As Needed

State Legislators:

Discuss legislative issues to initiate resolutions for TSBA	Annually in August/ September
Attend TSBA Fall District meeting and Annual Conventions to share legislative issues and positions with other school boards	Annually in September and November
Breakfast for legislators and other school boards to discuss upcoming legislative issues	Annually in January
Elect TLN representative	Annually in December
Reach out to legislators on priority issues	Ongoing
Invite to Community School Tour day	Annually in February
Attend TSBA Legislative and Legal Institute	Annually in February
Send thank you notes/emails to legislators who supported school board priorities during the last legislative session	Ongoing