

GMSD Work Session

August 19, 2019 5:00 PM

City Council Chambers, City of Germantown

1. Student Services Report
2. Annual Review / Revision of Policies
3. Miscellaneous FY 2019-20 Budget Amendments 2 & 3
4. School Fees and Activity costs for 2019-20 School year
5. School Audit Contract 2019-20
6. Stop Loss Insurance Renewal 2019-20
7. Land Exchange Agreement for Houston Levee Park and Land Currently on the Forest Hill Elementary School Property
8. Land Use Agreement for Houston Levee Park and Land Currently on the Forest Hill Elementary School Property
9. Further Business

Germantown Municipal School District

Monitoring: Review: Annually, in August	Descriptor Term: <h2 style="text-align: center;">School Admissions</h2>	Descriptor Code: 6.203	Issued Date: 09/16/19
		Rescinds:	Issued: 05/05/14

1 Any student entering school for the first time must present:

- 2 1. A birth certificate or officially acceptable evidence of date of birth at the time of registration;¹
- 3
- 4 2. Evidence of a current medical examination.² There shall be a complete medical examination of
- 5 every student entering school for the first time; and
- 6
- 7 3. Evidence of state-required immunizations.³

8 The name used on the records of a student entering school must be the same as that shown on the birth
 9 certificate unless evidence is presented that such name has been legally changed through a court as
 10 prescribed by law. If the parent does not have or cannot obtain a birth certificate, then the name used
 11 on the records of such student will be the same as that shown on documents which are acceptable to
 12 the school principal as proof of date of birth.

13 A child whose care, custody and support have been assigned to a resident of the district by a power of
 14 attorney or order of the court shall be enrolled in school provided appropriate documentation had been
 15 filed with the district office.⁴

16 A student may transfer into the school system at any time during the year if his/her parent(s) or legal
 17 guardian moves his/her residence into the school system.

18 If a student has at any time been adjudicated delinquent for any offense listed in TCA § 49-6-3051(b),
 19 the parents/guardians and a school administrator of any school having previously received similar
 20 notice from the juvenile court or another source, shall provide to the school principal/designee, the
 21 abstract provided under TCA § 37-1-153 or TCA § 37-1-154 or other similar written information when
 22 any such student:

- 23 1) Initially enrolls in an LEA;
- 24
- 25 2) Resumes school attendance after suspension, expulsion or adjudication of delinquency; or
- 26
- 27 3) Changed schools within this state.

28 This information shall be shared only with school employees who have responsibility for classroom
 29 instruction of the student and the school counselor, social worker or psychologist who is developing a
 30 plan for the child while in the school, and the school resource officer and any other person allowed by

1 law. Such information is otherwise confidential and shall not be released to others, and the written
2 notification shall not become a part of the student's record.⁵

3 **RELOCATION OF MILITARY SERVICE MEMBER²**

4 A student who does not currently reside within the school district shall be allowed to enroll if he/she is
5 a dependent child of a service member who is being relocated to Tennessee on military orders. To be
6 eligible for enrollment, the student will need to provide documentation that he/she will be a resident of
7 the school district on relocation.

8 Within **10 days** of enrollment, the parent(s)/guardian(s) of the student shall provide proof of residency
9 within the school district.⁶

Legal References

1. TCA 49-6-3008(b)
2. TRR/MS 0520-01-03-.08(2)(a)
3. TCA 49-6-5001(c)
4. TCA 49-6-3001(c)(6)
5. TCA 49-6-3051
6. Public Acts of 2019, Chapter No. 138

Germantown Municipal School District

Monitoring: Review: Annually, in August	Descriptor Term: <h2 style="text-align: center;">Attendance, Pregnancy, and Truancy</h2>	Descriptor Code: 6.200	Issued Date: 9/16/19 08/20/18
		Rescinds: 6.200	Issued: 03/06/17

1 Attendance is a key factor in student achievement, and therefore, students are expected to be present
 2 each day school is in session. The Superintendent /designee shall develop appropriate administrative
 3 procedures to implement this policy.

4 The attendance supervisor shall oversee the entire attendance program which shall include:¹

- 5 1. All accounting and reporting procedures and their dissemination;
- 6 2. Alternative program options for students who severely fail to meet minimum attendance
 7 requirements;
- 8 3. Ensuring that all school age children attend school.

9 The principal shall be responsible for ensuring that:⁶

- 10 1. Attendance is checked and reported daily for each class;
- 11
- 12 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent
 13 for the majority of the day;
- 14 3. All student absences are verified;
- 15 4. Written excuses are submitted for absences and tardiness; and
- 16 5. System-wide procedures for accounting and reporting are followed.
- 17
- 18 6. Providing documentation of enrollment status upon request for students applying for new or
 19 reinstatement of driver's permit or license; and Notifying the Department of Safety
 20 whenever a student with a driver's permit or license withdraws from school.²

21 Student attendance records shall be given the same level of confidentiality as other student records. Only
 22 authorized school officials with legitimate educational purposes may have access to student information
 23 without the consent of the student or parent(s)/guardian(s).³

24 The educational program offered by this District is predicated upon the presence of the student and
 25 requires continuity of instruction and classroom participation. Attendance shall be required of all

1 students enrolled in the schools during the days and hours that the school is in session or during the
2 attendance sessions to which she/he has been assigned.

3 The Superintendent/designee shall require, from the parent of each student of compulsory school age
4 or from an adult student who has been absent from school or from class for any reason, a written
5 statement of the cause for such absence within (5) days of returning to school. The Board of Education
6 reserves the right to verify such statements and to investigate the cause of each single absence or
7 prolonged absence.

8 The Board considers the following factors to be reasonable excuses for time missed at school:⁴

- 9 A. Personal Illness, injury, or hospitalization of student. Physician verification will be
10 required to justify absences after the accumulation of ten (10) days of absences during
11 the school year. Notes must be date specific and will be required for subsequent absences
12 beyond ten (10) days. After an accumulation of ten (10) check-ins or check-outs during a
13 school year, physician verification will be required to justify the absence from school.
14 Any accumulation of absences, check-ins, or check-outs beyond ten (10) without
15 physician verification will be unexcused.
- 16 B. Personal illness in the family necessitating the presence of the child.
- 17 C. Death in the family.
- 18 D. Absence due to the incapacity of parent/guardian.
- 19 E. Special and recognized religious holidays regularly observed by persons of their faith.⁵
- 20 F. When the student is officially representing the school in a school sponsored or school
21 endorsed activity.
- 22 G. Legal Court Summons, Court Order, or Subpoena when it is not a result of the student's
23 misconduct as provided for by law.
- 24 H. Pregnant Students
- 25 I. Extenuating circumstances approved by the principal on a case-by-case basis.

26 TRUANCY

27 Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that
28 attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled
29 school day in order to be counted present. Students may attend part-time days, alternating days, or for a
30 specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be
31 considered present for school attendance purposes. If a student is required to participate in a remedial
32 instruction program outside of the regular school day where there is no cost to the parent(s)/guardian(s)
33 and the school system provides transportation, unexcused absences from these programs shall be
34 reported in the same manner.⁷

35 A student who is absent five (5) days without adequate excuse shall be reported to the Director of
36 Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's
37 absence. If a parent does not provide documentation within adequate time excusing those absences, or

1 request an attendance hearing, then the Director of Schools/designee shall implement the progressive
2 truancy intervention plan described below prior to referral to juvenile court.

3 *Progressive Truancy Intervention Plan*⁸

4 Prior to referral to juvenile court, the following progressive truancy intervention plan will be
5 implemented.

6 **Tier I**

7 Tier I of the progressive truancy intervention plan shall include the following:

- 8 1. A conference with the student and the student's parent(s)/guardian(s);
9
- 10 2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s),
11 and an attendance supervisor or designee. The contract shall include:
12
 - 13 a. A specific description of the school's attendance expectations for the student;
 - 14 b. The period for which the contract is effective; and
 - 15 c. Penalties for additional absences and alleged school offenses, including additional
16 disciplinary action and potential referral to juvenile court; and
17
- 18 3. Regularly scheduled follow-up meetings to discuss the student's progress.

19 **Tier II**

20 If a student accumulates additional unexcused absences in violation of the attendance contract in Tier I,
21 the student will be subject to Tier II.

22 Under this tier, a school employee shall conduct an individualized assessment detailing the reasons a
23 student has been absent from school. The employee may refer the student to counseling, community-
24 based services, or other services to address the student's attendance problems.

25 **Tier III**

26 This tier shall be implemented if the truancy interventions under Tier II are unsuccessful.

27 These interventions shall be determined by a team formed at each school. The interventions shall
28 address student needs in an age-appropriate manner. Finalized plans shall be approved by the Director
29 of Schools/designee.

30 **MILITARY**⁹

31 ~~Notwithstanding any other law to the contrary, if a student's parent, custodian or other person with~~
32 ~~legal custody or control of the student is a member of the United States armed forces, including a~~
33 ~~member of a state national guard or a reserve component called to federal active duty, a public school~~
34 ~~principal shall give the student:~~

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

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

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

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

~~Students receiving an excused absence under this section shall have the opportunity to make up school work missed and shall not have their class grades adversely affected for lack of class attendance or class participation due to the excused absence.¹¹ Students shall have 1 day to make up work for each day of excused absence.~~

~~If necessary, verification may be required to justify absences.~~

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

PREGNANT STUDENTS

Pregnant students are allowed 3 hours of Homebound instruction per week per six (6) weeks during maternity leave. If further time is needed, medical certification from a physician is required to grant additional time at home. Upon reception of the medical certification, homebound services will be granted at a 3 hours per week rate.

CREDIT/PROMOTION DENIAL

Credit/promotion denial determinations may include student attendance; however, student attendance may not be the sole criterion.¹⁰ However, if attendance is a factor, prior to credit/promotion denial, the following shall occur:

1. Parents and students shall be advised if a student is in danger of credit/promotion denial due to excessive absenteeism.

2. Procedures in due process are available to the student when credit or promotion is denied.

ATTENDANCE HEARING¹¹

An attendance hearing scheduled by the principal, for students with excessive (more than 5) unexcused absences, will be held to determine if any of the extenuating circumstances exist or to determine if the student has met the attendance requirements that will allow him/her to pass the course or be promoted. Upon notification of the attendance committee's decision, the principal shall send written notification

- 1 to the director of schools/designee and the parent(s)/guardian(s) of the student of any action taken
- 2 regarding the excessive unexcused absences. The notification shall advise parent(s)/guardian(s) of their
- 3 right to appeal such action within two (2) school days to the director of schools/designee.

- 4 The appeal shall be heard no later than ten (10) school days after the request for appeal is received.

- 5 Within five (5) school days of the director of schools/designee rendering a decision, the student's
- 6 parent(s)/guardian(s) may request by the Board, and the Board shall review the record. Following the
- 7 review, the Board may affirm or overturn the decision of the director of schools/designee. The action
- 8 of the Board shall be final.

Legal References

1. TRR/MS 0520-01-03-.08(1)(a); TCA 49-6-3006
2. TCA 49-6-3017(c)
3. TCA 10-7-504; 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(1)(c)
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007; Public Acts of 2018, Chapter No. 958
7. TCA 49-6-3021
8. TCA 49-6-3007; TCA 49-6-3009; Public Acts of 2018, Chapter No. 958
9. TCA 49-6-3019
10. TCA 49-2-203(b)(7)
11. TRR/MS 0520-01-02-.17

Cross References

- School Calendar 1.800
- Extracurricular Activities 4.300
- Interscholastic Athletics 4.301
- Field Trips/Excursions/Competitions 4.302
- Reporting Student Progress 4.601
- Promotion and Retention 4.603
- Recognition of Religious Beliefs, Customs, & Holidays 4.803
- Voluntary Pre-K Attendance 6.2011
- Students in Foster Care 6.505
- Student Records 6.600

Germantown Municipal School District

Monitoring: Review: Annually, in February	Descriptor Term: Revenues, Gifts, and Bequests	Descriptor Code: 2.400	Issued Date: 9/16/19 03/19/18
		Rescinds: 2.400	Issued: 06/19/17

1 Any money collected by any school shall be documented by a written receipt.

2 The schools may receive funds collected from activities and for events held at or in connection with
3 the school, including contracts with other schools for interschool events. To be included in this
4 accounting are all monies collected from lunchrooms, athletics, entertainments, school clubs, fees,
5 concessions, and all fundraising activities. Each principal shall follow the reconciliation method
6 established by the State to be used for all events which require a ticket.¹

7 The purchase of items intended for resale through the schools shall be subject to sales tax based on the
8 purchase price to the vendor providing the service or item. Resale items not intended to generate a
9 profit shall be determined by the principal.²

10 Fees

11 School fees are to be kept to a minimum and may be expended only for the purposes for which they
12 were collected. The school shall not request any student to pay a fee to the school for any purpose,
13 except as authorized by the Board. No fees shall be required of any student as a condition to attend the
14 school or use its equipment.³ School fees shall be waived for students who receive free or reduced-
15 price lunches.⁴ No student will be penalized for nonpayment of any materials fee.

16 Fines and Insurance

17 A student will be held responsible for the cost of replacing any materials or property which the student
18 loses or damages,⁵ including textbooks, library books, equipment, and buildings. Textbook fines and
19 technology equipment insurance collected by a school shall be paid to the Board by a school check.

20 Tuition Income

21 Tuition collected from nonresident students shall be paid directly to the Board. Schools shall not
22 collect tuition.

23 Rental Income

24 Any group or organization desiring to use one of the school facilities must contact the District Chief of
25 Operations for pricing. Rental payments shall be paid directly to the Board.

26 This policy applies to all discretionary grants, gifts, donations, and/or sponsorships to schools and the
27 District.

1 **Vending Machine Revenue**

2 Vending machine revenue received from sales to teachers will be used to fund teacher moral accounts.⁷

3 **GRANTS, GIFTS, AND BEQUESTS**

4 **Definitions**

5 **Direct commercial/return benefit** –profit or gain received by a company as a result of providing a
6 school/district with property, money, goods, or services.

7 **Donation** - property, money, goods, or services irrevocably given for the benefit of a school or the
8 District without any direct commercial or material benefit.

9 **Sponsorship** – the financial or resource subsidizing of an event, team, club, or program/initiative by a
10 company, organization, or individual for which the company, organization, or individual will receive
11 no substantial benefit other than the use or acknowledgment of the business name, logo, or product
12 lines in connection with the district's activities (e.g., X company purchases uniforms and equipment for
13 the middle school basketball team and the company's logo is on the team's uniform).

14 **General**

15 The Germantown Municipal School District Board of Education recognizes and appreciates that
16 organizations and /or individuals may wish to award grants, contribute gifts, make donations or
17 provide sponsorships to the Germantown Municipal School District Schools. The system reserves the
18 right to determine if the grant, gift, donation, or sponsorship is appropriate and may reject those it
19 deems inappropriate or unsuitable. To be acceptable, a grant, gift, donation, or sponsorship must:

- 20 ▪ have a purpose consistent with the beliefs/philosophy of the school system;
- 21 ▪ be offered by a donor acceptable to the Board;
- 22 ▪ not bring undesirable or hidden costs to the school system;
- 23 ▪ place no undesirable restrictions on the Board;
- 24 ▪ not be inappropriate or harmful to the best education of students;
- 25 ▪ not imply endorsement of any business or product or belief; and
- 26 ▪ not be in conflict with any Board policy or state law.

27 **Excluding School Support Organizations:**

28 All gifts, donations, and sponsorships of less than \$5,000 may be accepted upon approval of the
29 principal/administrator.

30 All gifts, donations, and sponsorships of \$5,000 to \$49,999 may be accepted upon approval of the
31 Superintendent (and/or designee).

- 1 All gifts, donations, and sponsorships of \$50,000 or more will be accepted upon approval of the Board.
- 2 All grants of \$50,000 or more will be accepted upon approval of the Germantown Municipal School
3 District Board of Education.
- 4 Any grant, gift, donation, or sponsorship should be received in the best interest of the school system.
5 All grants, gifts, donations, and goods received through sponsorships will become property of the
6 District and will not be subject to recall or assignment. Before approval, all donors will consult with
7 the appropriate administrator and/or principal to ensure usability of the gift, grant, donation, or
8 sponsorship.⁶ When grants, gifts, donation, or sponsorships are made, donors will be required to sign a
9 form of release, stating that the grant, gift, donation, or sponsorship becomes property of the District
10 and will not be subject to recall or reassignment. By acceptance of the grant, gift, donation, or
11 sponsorship, the Board makes no commitment to assume financial responsibility for continuation, if
12 the grant, gift, donation or sponsorship becomes exhausted.
- 13 Exceptions upon approval of the Superintendent, it shall be permissible for businesses to sponsor
14 departmental and District-wide, non-instructional functions that may include employee picnics,
15 assemblies, and professional development.
- 16 Goods and services given to a school by the official adopter of the school shall be considered as a gift,
17 donation, or sponsorship except when the school is required to meet conditional provisions or provide
18 specific returns.

Legal References

1. TCA 49-2-110(a)
2. TCA 67-6-102 (77)-(79)
3. TCA 49-6-3001(a); TCA 49-2-110(c)
4. TCA 49-2-114
5. TCA 37-10-101, 102
6. TCA 49-6-2006(a)
7. TCA 49-2-134 (c)

Germantown Municipal School District

Monitoring: Review: Annually, in August	Descriptor Term: Transfers Within the System	Descriptor Code: 6.206	Issued Date: 9/16/19 12/18/18
		Rescinds: 6.206	Issued: 08/31/15

1 The Germantown Municipal School District Board believes in the overall quality for all of its schools.
2 The Board also believes that parents, who are Germantown citizens, may have particular preferences for
3 which school(s) they want their children to be enrolled.

4 The Superintendent shall permit any eligible student in the Germantown Municipal School District to
5 apply for enrollment in any District program or school, provided the student's application meets the
6 requirements of the conditions established in maintaining optimal learning environments for all of its
7 schools.

8 The following definitions shall apply:

9 ***Zoned School***

10 The school to which the student has been assigned prior to any request for transfer.

11 ***Out of zoned School Student***

12 A Germantown Municipal School District student who enrolls (seeks to enroll) in a program or school
13 in another attendance zone within the District.

14 ***Program***

15 Any one of the specific course offerings of this District.

16 ***Program Size***

17 The restrictions on a number of students in a program due to circumstances unique to that specific
18 program, or financial or operating conditions of the District.

19 ***Intra- District Transfer (Open Enrollment) Processes:***

- 20
- Applications will be made available for interested parties during the second semester of each
21 school year. Dates may vary yearly at a time set by the District Administration. There will be at
22 least a 30-day period between the announcement of Open Enrollment and the closing of the
23 Open Enrollment application period. Applications will be made available on-line and will be
24 available at the District Office. Online computer support will also be available at the District
25 office. Grade bands will be evaluated yearly to determine if programmatic capacity or staffing
26 issues are evident for the following school year.

- 1 • All applications need to be submitted on or before the designated conclusion of Open
2 Enrollment as evident by a postmark if the application is mailed.
- 3 • If there are more applicants than seats available, the seats will be awarded through a lottery
4 format. Applications received after the deadline will be placed on a wait list until the start of
5 the school year.
- 6 • Parents who applied for a transfer will be notified of their child's (ren) transfer status no later
7 than May 21 (negotiable date pending unforeseen variables not foreseen at the time of this
8 draft)
- 9 • Parent(s) or guardian(s) will be notified by June 6, 15th each year of their continued transfer
10 status based on Grades, Discipline and/or Attendance.
- 11 • Transportation is not provided for any student that is granted an open enrollment transfer.
- 12 • Students who are participating in Open Enrollment (Intra-District Transfers) must maintain
13 acceptable behavior, attendance and academic standing. While it is the intent to allow the
14 student to remain at the school through exit grade, if behavior, attendance or academic standing
15 is not acceptable, the principal has the authority to rescind the transfer at the end of the school
16 year and the student will return to his/her school of zoning for the following year. The
17 Superintendent has the authority to rescind or modify a transfer for reasons other than those
18 listed above.

19 ***Enrollment Priorities:***

- 20 1. GMSD employees' children.
- 21 2. Students currently enrolled in that school.
- 22 3. Students whose school changed as a result of re-zoning.
- 23 4. Students, who have siblings who are attending the non-zoned school based on receiving a
24 transfer, will be given preferential consideration if they wish to attend the same school as their
25 sibling.

26 The Superintendent, or his designee, will set procedures that support this policy.

Germantown Municipal School District

Monitoring: Review: Annually, in August	Descriptor Term: <h2 style="text-align: center;">Inter-District Open Enrollment</h2>	Descriptor Code: 6.2061	Issued Date: 9/16/19 02/11/19
		Rescinds: 6.2061	Issued: 12/18/18

1 The Germantown Municipal School Board understands the demand for a quality education and
 2 continuity of educational services. In an effort to allow open enrollment for current non-resident
 3 students and prospective students who live outside the Germantown Municipality, the Superintendent
 4 will set open enrollment guidelines based on the following priorities:

- 5 1. Germantown Municipal School District Employee’s children
- 6 2. Academy Students-
 - 7 a. **Honors Academy**- Those who have been accepted into the program as new students.
 - 8 b. **Leadership Academy Students**- Those who have been accepted into the program as
 - 9 new students.
 - 10 c. **Fine Arts Academy**- Those who have been accepted into the program as new students.
- 11 3. Currently enrolled student in a GMSD school regardless of zone. Priority will be given based
- 12 on the number of years the students have attended Germantown schools.
- 13 4. Sibling(s) of Current GMSD student
- 14 5. City Employee of Germantown who has a school aged child(ren) and prefers that they attend a
- 15 GMSD school.
- 16 6. Non-resident children of Shelby County.
- 17 7. Children of in state, out of county residents.
- 18 8. Children of out of state residents.
- 19
- 20 • The school system shall have the right to reject the application of any student who fails to
- 21 demonstrate a satisfactory academic and attendance record and who does not exhibit good
- 22 citizenship qualities. Students expelled or suspended from other schools shall not be accepted
- 23 without prior written approval by the Director of Schools.
- 24 • Intra-district transfers will be given first priority before inter-district transfers
- 25 o #2-8 will be granted.
- 26 • Applications will be made available for interested parties during the second semester of each
- 27 school year. Dates may vary yearly at a time set by the District Administration. There will be
- 28 at least a 30-day period between the announcement of Open Enrollment and the closing of the
- 29 Open Enrollment application period. Applications will be made available online and online
- 30 computer support will also be available at the District office. Grade bands will be evaluated
- 31 yearly to determine if programmatic capacity or staffing issues are evident for the following
- 32 school year.
- 33 • All applications need to be submitted on or before the designated conclusion of Open
- 34 Enrollment.

- 1 • Applications received on, or before the deadline, will be processed based on the priorities listed
2 above. If, in a certain priority level, there are more applicants than seats available, the seats will
3 be awarded through a lottery format. Applications received after the deadline will be placed on
4 a wait list until the start of the school year.
- 5 • Parent(s) or guardian(s) will be notified by June 6, 15th each year of their continued transfer
6 status based on Grades, Discipline and /or Attendance.
- 7 • Out-of-county students shall be charged an annual tuition. The Chief Financial Officer will
8 calculate the maximum amount allowed by law in accordance with T.C.A. 49-6-3003. Out-of-
9 county students that are children of employees of Germantown Municipal Schools shall be
10 exempt from tuition.
- 11 • Shelby County Students who are out of district may have tuition fees associated with their
12 enrollment as defined by the Germantown Municipal School Board. Tuition fees established by
13 the Board shall remain in effect until changed
- 14 • Transportation is not provided for any student that is granted an open enrollment transfer.
- 15 • Students who are participating in Open Enrollment (Inter-District Transfers) must maintain
16 acceptable behavior, attendance and academic standing. If behavior, attendance or academic
17 standing is not acceptable, the principal reserves the right to rescind the transfer at the end of
18 the school year and the student will return to his/her school of zoning for the following year.
19 The Superintendent, or his designee, has the authority to rescind or modify a transfer for
20 reasons other than those listed above.
- 21 • Such alternatives to the above qualifications as the Superintendent may find appropriate or
22 acceptable.

23 Contingencies that affect inter-district transfers include, but are not limited to, the following:

- 24 • The number of inter-district transfers per elementary or middle school shall not exceed 20% of
25 the school's preceding year's resident enrollment. For new schools, we will use projected
26 enrollments.
- 27 • Transfers are limited based on optimal learning capacity of the school
- 28 • The restrictions on a number of students in a program due to circumstances unique to that
29 specific program, or financial or operating conditions of the District.

30 The Superintendent, or his designee, will set procedures that support this policy.

Germantown Municipal School District

Monitoring: Review: Annually, in August	Descriptor Term: <h2 style="text-align: center;">Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation</h2>	Descriptor Code: <h3 style="text-align: center;">6.304</h3>	Issued Date: <h3 style="text-align: center; background-color: yellow;">09/16/19</h3>
		Rescinds:	Issued: <h3 style="text-align: center;">07/11/16</h3>

1 The Germantown Municipal School District Board of Education has determined that a safe, civil, and
 2 supportive environment in school is necessary for students to learn and achieve high academic
 3 standards. In order to maintain that environment, acts of bullying, cyber-bullying, discrimination,
 4 harassment, hazing or any other victimization of students, based on any actual or perceived traits or
 5 characteristics, are prohibited.¹

6 This policy shall be disseminated annually to all school staff, students, and parents. This policy shall
 7 cover employees, employees' behaviors, students and students' behaviors while on school property, at
 8 any school-sponsored activity, on school-provided equipment or transportation, or at any official
 9 school bus stop. If the act takes place off school property or outside of a school-sponsored activity, this
 10 policy is in effect if the conduct is directed specifically at a student or students and has the effect of
 11 creating a hostile educational environment or otherwise creating a substantial disruption to the
 12 education environment or learning process.

13 Building administrators are responsible for educating and training their respective staff and students as
 14 to the definition and recognition of discrimination/harassment.

15 **DEFINITIONS**

16 *Bullying/Intimidation/Harassment* - An act that substantially interferes with a student's educational
 17 benefits, opportunities, or performance, and the act has the effect of:

- 18 • Physically harming a student or damaging a student's property;
- 19 • Knowingly placing a student or students in reasonable fear of physical harm to the student or
 20 damage to the student's property;
- 21 • Causing emotional distress to a student or students; or
- 22 • Creating a hostile educational environment.

23 Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected class
 24 (race, nationality, origin, color, gender, age, disability, religion) that is severe, pervasive, or persistent
 25 and creates a hostile environment.

26 *Cyber-bullying* - A form of bullying undertaken through the use of electronic devices. Electronic
 27 devices include, but are not limited to, telephones, cellular phones or other wireless telecommunication

1 devices, text messaging, emails, social networking sites, instant messaging, videos, web sites or fake
2 profiles.

3 *Hazing* - A n intentional or reckless act by a student or group of students that is directed against any
4 other student(s) that endangers the mental or physical health or safety of the student(s) or that induces
5 or coerces a student to endanger his/her mental or physical health or safety. Coaches and other
6 employees of the school district shall not encourage, permit, condone or tolerate hazing activities.³

7 "Hazing" does not include customary athletic events or similar contest or competitions and is limited to
8 those actions taken and situations created in connection with initiation into or affiliation with any
9 organization.

10 **COMPLAINTS AND INVESTIGATIONS**

11 Alleged victims of the above-referenced offenses shall report these incidents immediately to a teacher,
12 counselor or building administrator.² All school employees are required to report alleged violations of
13 this policy to the principal/designee. All other members of the school community, including students,
14 parents, volunteers, and visitors, are encouraged to report any act that may be a violation of this policy.

15 While reports may be made anonymously, an individual's need for confidentiality must be balanced
16 with obligations to cooperate with police investigations or legal proceedings, to provide due process to
17 the accused, to conduct a thorough investigation or to take necessary actions to resolve a complaint,
18 and the identity of parties and witnesses may be disclosed in appropriate circumstances to individuals
19 with a need to know.

20 The principal/designee at each school shall be responsible for investigating and resolving complaints.
21 Once a complaint is received, the principal/designee shall initiate and investigation within forty-eight
22 (48) hours of receipt of the report.⁴ If a report is not initiated within forty-eight (48) hours, the
23 principal/designee shall provide the director of schools with appropriate documentation detailing the
24 reasons why the investigation was not initiated within the required timeframe.⁴ The principal/designee
25 is responsible for determining whether an alleged act constitutes a violation of this policy, and such act
26 shall be held to violate this policy when it meets one of the following conditions:

- 27 • It places the student in reasonable fear or harm for the student's person or property;
- 28 • It has a substantially detrimental effect on the student's physical or mental health;
- 29 • It has the effect of substantially interfering with the student's academic performance; or
- 30 • It has the effect of substantially interfering with the student's ability to participate in or
31 benefit from the services, activities, or privileges provided by a school.

32 Upon the determination of a violation, the principal/designee shall conduct a prompt, thorough, and
33 complete investigation of each alleged incident. All investigations shall be completed and appropriate
34 intervention taken within twenty (20) calendar days from the receipt of the initial report.⁴ If the
35 investigation is not complete or intervention has not taken place within twenty (20) calendar days, the
36 principal/designee shall provide the director of schools with appropriate documentation detailing the
37 reasons why the investigation has not been completed or the appropriate intervention has not taken

1 place. Within the parameters of the federal Family Educational Rights and Privacy Act (FERPA) at 20
2 USC § 1232g, a written report on the investigation will be delivered to the parents of the complainant,
3 parents of the accused students and to the Superintendent.

4 **RESPONSE AND PREVENTION**

5 School administrators shall consider the nature and circumstances of the incident, the age of the
6 violator, the degree of harm, previous incidences or patterns of behavior, or any other factors, as
7 appropriate to properly respond to each situation. Each year, all school staff will receive bullying
8 prevention training as designed by the district. During an investigation, if the incident is confirmed as a
9 violation of the bullying policy, all involved parties will be offered supportive counseling services
10 through the school counseling program.

11 A substantiated charge against an employee shall result in disciplinary action up to and including
12 termination. A substantiated charge against a student may result in corrective or disciplinary action up
13 to and including suspension.

14 An employee disciplined for violation of this policy may appeal the decision by contacting the Federal
15 Rights Commission or the Office of Civil Rights. Any student disciplined for violation of this policy
16 may appeal the decision in accordance with disciplinary policies and procedures.

17 **REPORTS**

18 When a complaint is filed alleging a violation of this policy where there is a physical harm or threat of
19 physical harm to a student of a student's property, the principal/designee of each middle, junior high
20 school, or high school shall report the findings and any disciplinary actions taken to the Superintendent
21 and the chair of the board of education.

22 By **August** 1 of each year, the Superintendent/designee shall prepare a report of all of the bullying
23 cases brought to the attention of school officials during the prior academic year. The report shall also
24 indicate how the cases were resolved and/or the reasons they are still pending. This report shall be
25 presented to the board of education at its regular **August** meeting, and it shall be submitted to the state
26 department of education by August 1.

27 The Superintendent shall develop forms and procedures to ensure compliance with the requirements of
28 this policy and TCA § 49-6-1016.

29 **RETALIATION AND FALSE ACCUSATIONS**

30 Retaliation against any person who reports or assists in any investigation of an act alleged in this
31 policy is prohibited. The consequences and appropriate remedial action for a person who engages in
32 retaliation shall be determined by the administrator after consideration of the nature, severity, and
33 circumstances of the act.

34 False accusations accusing another person of having committed an act prohibited under this policy are
35 prohibited. The consequences and appropriate remedial action for a person found to have falsely
36 accused another may range from positive behavioral interventions up to and including suspension and
37 expulsion.

Legal References

1. TCA 49-6-4503
2. 20 USCS §§ 1681 to 1686
3. TCA 49-2-120
4. TCA 49-6-4503(c)(2)(B)

Cross References

Appeals to and Appearances Before the Board 1.404
Staff-Student Relations 5.610
Student Complaints and Grievances 6.305
Discipline Procedures 6.313

Germantown Municipal School District

Monitoring: Review: Annually, in August	Descriptor Term: <h2 style="text-align: center;">Student Suicide Prevention</h2>	Descriptor Code: 6.305	Issued Date: 09/16/19
		Rescinds:	Issued: 08/15/16

1 The Germantown Board of Education is committed to protecting the health and well-being of all
 2 students and understands that physical, behavioral, and emotional health are integral components of
 3 student achievement. Students are strongly encouraged to report if they, or a friend, are feeling suicidal
 4 or in need of help. Students will be provided information regarding The National Suicide Prevention
 5 Lifeline – 1-800-273-8255 (TALK)

6 **PREVENTION¹**

7 All district employees shall attend either the annual in-service training in suicide prevention or
 8 participate in other equivalent training approved by the Superintendent or his designee. The training
 9 shall include, but not be limited to, identification of risk factors, warning signs, intervention and
 10 response procedures, referrals, and post-vention.

11 The Superintendent or his designee shall identify a district suicide prevention coordinator responsible
 12 for planning and coordinating the implementation of this policy. School Counselor(s) or On-Site
 13 School Social Worker/Counseling Intervention Specialist will act as a point of contact in each school
 14 for issues relating to suicide prevention and policy implementation.

15 **INTERVENTION¹**

16 Any employee who has reason to believe that a student is at imminent risk of suicide shall report such
 17 belief to the School Principal or designee. Belief that a student is at imminent risk of suicide shall
 18 include, but not be limited to, the student verbalizing the desire to commit suicide, evidence of self-
 19 harm, or a student self-refers.

20 Upon notification, the School Principal or designee shall ensure the student is placed under adult
 21 supervision. A direct referral will be made to the School Counselor or onsite district mental health
 22 professional (school social worker or counseling intervention specialist). Emergency medical services
 23 shall be contacted immediately if an in-school suicide attempt occurs. The School Principal or
 24 designee shall contact the Superintendent or designee as soon as practicable.

25 Prior to contacting the student’s parent/guardian, the School Principal/ designee or School Counselor
 26 shall determine if there could be further risk of harm resulting from parent/guardian notification. If
 27 parent/guardian notification could result in further risk of harm or endanger the health or well-being of
 28 the student, then local law enforcement and the Department of Children’s Services shall be contacted.²

29 If appropriate, the School Principal/ designee or School Counselor shall contact the student’s
 30 parent/guardian and provide the following information:

- 1 1. Inform the parent/guardian that there is reason to believe the student is at imminent risk of
- 2 suicide;
- 3 2. Assure the parent/guardian that the student is currently safe or inform the parent/guardian that
- 4 emergency medical services were contacted;
- 5 3. Ask the parent/guardian whether he/she is aware of the student's mental state;
- 6 4. Ask the parent/guardian whether he/she wishes to obtain or has obtained mental health
- 7 counseling for the student;
- 8 5. Provide the names of community mental health counseling resources if appropriate.

9 The School Principal/ designee or School Counselor will seek parental permission to communicate
10 with outside mental health care providers regarding a student. If the student is under the age of 18 and
11 the parent/guardian refuses to seek appropriate assistance, the School Principal/ designee or School
12 Counselor shall contact the Department of Children's Services.²

13 The School Principal/ designee or School Counselor shall document the contact with the
14 parent/guardian by recording:

- 15 1. The time and date of the contact;
- 16 2. The individual contacted;
- 17 3. The parent/guardian's response; and
- 18 4. Anticipated follow-up.

19 The School Principal/ designee or School Counselor shall ensure the student is under adult supervision
20 until a parent/guardian or other authorized individual accepts responsibility for the student's safety.

21 Prior to a student returning to school, the School Principal/ designee or School Counselor or District
22 mental health professional shall meet with the student's parent/guardian, and student if appropriate **to**
23 **discuss re-entry**.

24 The parent/guardian shall provide documentation from a mental health care provider stating that the
25 student has received care and is no longer a danger to themselves or others. The principal will identify
26 an employee to periodically check in with the student to ensure the student's safety and address any
27 problems with re-entry.

28 **POSTVENTION¹**

29 Immediately following a student suicide death, the Crisis Team shall meet and implement the Crisis
30 Management plan. At a minimum, the Crisis Management plan shall address the following:

- 31 1. Verification of death;
- 32 2. Preparation of post-vention response to include support services;
- 33 3. Informing faculty and staff of a student death;
- 34 4. Informing students that a death has occurred;
- 35 5. Providing information on the resources available to students;

36 The Crisis Team shall work with teachers to identify the students most likely to be impacted by the
37 death in order to provide additional assistance and counseling if needed. Additionally, staff and faculty

- 1 will immediately review suicide warning signs and reporting requirements. The Superintendent or
- 2 designee shall be responsible for all media inquiries.

Legal References

1. TCA 49-6-1901, et seq.
2. TCA 37-1-403

Cross References

News Releases, News Conferences and Interview 1.503
Crisis Management 3.203
Student Discrimination, Harassment, Bullying, Cyber-
bullying and Intimidation 6.304
Promoting Student Welfare 6.400
Student Wellness 6.411

Germantown Municipal School District

Monitoring: Review: Annually, in September	Descriptor Term: Student Wellness	Descriptor Code: 6.411	Issued Date: 9/16/19 08/21/17
		Rescinds: SP 6.411	Issued: 07/11/16

1 The Board recognizes the link between student wellness and academic achievement. In order to
2 provide an environment conducive to overall student wellness, this policy shall be followed by all
3 schools in the District.¹ The board shall permit teachers, school health professionals, parents,
4 administrators, and any interested citizens to participate in development of wellness polices.

5 **COMMITMENT TO COORDINATED SCHOOL HEALTH**

6 All schools shall implement the CDC's Coordinated School Health approach to managing new and
7 existing wellness related programs and services in schools and the surrounding community based on
8 State law and State Board of Education CSH standards and guidelines. The district's Coordinated
9 School Health Coordinator shall be responsible for overseeing compliance with the State Board of
10 Education CSH standards and guidelines in the school district.

11 **SCHOOL HEALTH ADVISORY COUNCIL^{2,3}**

12 A school health advisory council shall be established to serve as a resource at school sites for
13 implementing policies and programs and to develop an active working relationship with the
14 community health council. ~~A health advisory council shall serve as a resource to school sites and in~~
15 ~~coordination with Healthy Germantown for implementing policies.~~ The council shall consist of
16 individuals representing the school and community, including parents, students, teachers, school
17 administrators, health professionals, school food service representatives, and members of the public.
18 The primary responsibilities of the council include but are not limited to:

- 19 1. Developing, implementing, monitoring, reviewing and as necessary, making recommendations
20 as to wellness policies;
- 21 2. Ensuring that all schools within the district create and implement an action plan related to all
22 School Health Index modules;
- 23 3. Ensuring that the results of the action plan are annually reported to the council; and
- 24 4. Ensuring that school level results include measures of progress on each indicator of the School
25 Health Index.

26 The State Board of Education's Coordinated School Health and Physical Activity Policies shall be used
27 as guidance by the Council to make recommendations. The board will consider recommendations of
28 the Council in making policy changes or revisions.

29 **SCHOOL HEALTH INDEX³**

1 All schools within the district shall annually administer a baseline assessment on each of the three
2 recommended School Health Index modules. Results shall be submitted to the School Health Advisory
3 Council and reported to the State Department of Education.

4 **EVALUATION OF EFFECTIVENESS OF NUTRITION PROGRAM**

5 The board shall monitor the effectiveness of the school wellness plan within a random wide-range of
6 student constituency groups. Factors to be considered shall include, but are not limited to:

- 7 1. Participation rates in school meal programs;
- 8 2. Nutrition satisfaction surveys;
- 9 3. Frequency and types of health problems which include medical issues, mental/emotional and
10 behavioral health;
- 11 4. Teacher surveys of student's classroom behavior, attention span and memory; and
- 12 5. Test scores.³

13 **COMMITMENT TO NUTRITION**

14 All schools within the District shall participate in the USDA child nutrition programs, which may
15 include but not be limited to, the National School Lunch Program, the School Breakfast Program, the
16 Summer Food Service Program, and the After-School Snack Program.^{4,5,6}

17 Meals shall be accessible to all students in a non-stigmatizing manner. Students will be given adequate
18 time to enjoy healthy meals and relax in a pleasant environment. Good nutritional habits shall be
19 encouraged. All food, including vending machines, fundraising items, and concessions during the
20 school day, must meet guidelines set forth by the Healthy, Hunger-free Kids Act, 2010, Smart Snacks
21 in Schools.^{4,5,6} The school principal/designee shall be responsible for overseeing the school district's
22 compliance with the State Board of Education Rules and Regulations for sale of food items in the
23 school district.^{2,5,6}

24 **COMMITMENT TO PHYSICAL ACTIVITY AND PHYSICAL EDUCATION**

25 The board recognizes that physical activity is extremely important to the overall health of a child.
26 Schools will provide students with certain periods of physical activity depending on grade level:

- 27 • 130 minutes of physical activity each full school week for all elementary school students.
28 Elementary schools must offer at least one period of physical activity that is at least 15 minutes
29 each day.
- 30 • 90 minutes of physical activity each full school week for middle and high school students.
- 31 • Physical activity may be integrated into any areas of the school program
- 32 • Physical activity shall not be employed as a form of discipline or punishment.⁷

33 Physical Education classes shall be offered as part of a standards based program designed to provide
34 developmentally appropriate, moderate to vigorous physical activity as an integral part of the class. All
35 physical education classes shall comply with the State Board of Education's Physical Education
36 standards.

37 **COMMITMENT TO CURRICULUM³**

- 1 All applicable courses of study should be based on Lifetime Wellness Curriculum Standards, the K-8
- 2 Healthful Living Curriculum Standards, and the K-12 Physical Education Curriculum Standards.

Legal References

1. TCA 49-1-1002, TCA 491-1001-1006
2. State Board of Education Policy 4.204
3. State Board of Education Policy 4.206
4. 42 U.S.C. 1758b (Section 204 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296))
5. TRR/MS 0520-1-6, Child Nutrition Programs
6. 7 C.F.R. 210 and 220
7. Public Acts of 2016, Chapter No. 669

Cross References



Germantown Municipal School District Budget Amendment

Fiscal Year: 2019-2020

Amendment # 2

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
141-71100-163	Educational Assistants	525,813	-	(10,000)	515,813
141-71100-201	Social Security	1,225,579	-	(620)	1,224,959
141-71100-212	Medicare	286,627	-	(145)	286,482
141-72410-189	Other Salaries	18,481	-	10,000	28,481
141-72410-201	Social Security	169,152	-	620	169,772
141-72410-212	Medicare	39,560	-	145	39,705

REASON FOR AMENDMENT:

To transfer a part-time employee to the Office of the Principal's budget, properly classifying expenditures.

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: 2019-2020

Amendment # 3

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
141-49700	Insurance Recoveries	-	-	646,727	646,727
141-76100-799	Other Capital Outlay	1,000,000	-	646,727	1,646,727
177-49810	Transfer from the City of Gtown	-	-	1,500,000	1,500,000
177-91300-707	Building Improvements - RES Boiler	-	-	1,500,000	1,500,000

REASON FOR AMENDMENT:

To appropriate funds for HHS flood damage and for the RES boiler/chiller renovation.

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

_____ Date _____

_____ Date _____

Germantown Municipal School District
School Fees - Requested Student Fees
2019-20 School Year

08.19.19

REQUESTED STUDENT FEES - Fees for a class/course which are part of a grade and/or credit course

School	REQUESTED Fees	Purpose	Course	Requester	Notes
Dogwood Elementary	\$35.00	ALEKS Math Program 3-5	Math 3-5	Williams	Voluntary Enrichment Program
Dogwood Elementary	\$25.00	Choir Fee	Honor Choir	Simons	Shirts, Music, Cd's
Dogwood Elementary	\$30.00	Instructional Fee	School Wide	Price	Consumable materials/computer programs/novels/AR
Dogwood Elementary	\$100.00	Orchestra Fee	5th	Short	This fee covers their 2 shirts, method book, buses for concert festival and field trips, NAFME membership dues, and miscellaneous supplies.
Dogwood Elementary	\$50.00	Perennial Math	4th and 5th	Williams	Covers competitions, practice material, t-shirts
Dogwood Elementary	\$100.00	Kindergarten Camp	K	Price	1 week Camp for incoming Kindergarten students
Farmington Elementary	\$100.00	Orchestra Fee	5th	Short	This fee covers their 2 shirts, method book, buses for concert festival and field trips, NAFME membership dues, and miscellaneous supplies.
Farmington Elementary	\$50.00	Perennial Math	3-5 selected students	Harlan	Competition entry fees, materials, t-shirts
Forest Hill Elementary	\$35.00	ALEKS	Gifted Program	Grow	Advanced Math Practice
Forest Hill Elementary	\$30.00	Instructional Fee	Schoolwide	Percoski	Consumable materials/computer programs/novels/AR
Forest Hill Elementary	\$50.00	Perennial Math	students	Grow	Math entry fees and materials for competition
Forest Hill Elementary	\$100.00	Orchestra Fee	5th	Smith	This fee covers their 2 shirts, method book, buses for concert festival and field trips, NAFME membership dues, and miscellaneous supplies.
Houston High	\$40.00	Advanced Film & Video	AdvFilm&Video	Hamilton	Batteries, CDs, memory sticks
Houston High	\$40.00	Film & Video 2	Film & Video 2	Hamilton	Materials and supplies
Houston High	\$50.00	Course Fee	All Students	All courses	Laptop insurance for 1:1 initiative
Houston High	\$96.00	Course Fee	All AP Courses	Varies	AP Registration/Exam
Houston High	\$35.00	Course Fee	Anat&Phys	M Smith	Lab fees
Houston High	\$35.00	Course Fee	Hon A & P	M Smith	Lab Fees
Houston High	\$15.00	Course Fee	DE A & P	M Smith	Lab Fees
Houston High	\$35.00	Course Fee	AP Bio	Phillips	Lab fees

Germantown Municipal School District
School Fees - Requested Student Fees
2019-20 School Year

08.19.19

Houston High	\$35.00	Course Fee	AP Chem	Canady	Lab fees
Houston High	\$30.00	Course Fee	Art 1	Schulter	Materials and supplies
Houston High	\$122.00	Course Fee	Art 1 Honors	Schulter	Materials and supplies
Houston High	\$103.00	Course Fee	Art 2 Honors	Schulter	Materials and supplies
Houston High	\$135.00	Course Fee	Art 3	Schulter	Materials and supplies
Houston High	\$140.00	Course Fee	Art 3 Honors	Schulter	Materials and supplies
Houston High	\$30.00	Course Fee	Art 4	Schulter	Materials and supplies
Houston High	\$45.00	Course Fee	AP Art	Schulter	Materials and supplies
Houston High	\$625.00	Course Fee	Band	Taylor	Uniforms, instruments, repairs instruction, transportation, music, color guard, percussion
Houston High	\$35.00	Course Fee	Bio2 DE	Poole	Lab fees
Houston High	\$40.00	Course Fee	BioMed App	Mullings	Lab fees, trip fees
Houston High	\$40.00	Course Fee	Diagnostic Med	Mullings	Lab fees, trip fees
Houston High	\$10.00	Course Fee	Family Studies	Boggan	Activities, egg babies
Houston High	\$30.00	Course Fee	Fashion Design	DavisA	Sewing kits, patterns, fabric
Houston High	\$60.00	Course Fee	Health Sci Ed	Mullings	Lab fees, trip fees, scrubs, lab coats
Houston High	\$20.00	Course Fee	Human Services	Boggan	Sewing, cooking supplies, egg babies, activities
Houston High	\$5.00	Course Fee	Latin	Purcell/Simone	National Latin Exam fees
Houston High	\$40.00	Course Fee	Life Skills Lab	C. Jones	Supplies, activities, and materials
Houston High	\$15.00	Course Fee	Lifespan Development	Boggan	Supplies, activities, Baby maintenance
Houston High	\$15.00	Course Fee	Lifetime Wellness	Pendleton/McCarter/ Buford/Thomas	Uniform
Houston High	\$50.00	Course Fee	Nutrition	Snellenberger/Davis	Supplies and materials
Houston High	\$200.00	Course Fee	Orchestra	Kang	Uniforms, membership fees, music
Houston High	\$22.00	Course Fee	Spanish 3	Crotty	workbook
Houston High	\$35.00	Course Fee	STEM 1	Phillips/Minton	Supplies and equipment
Houston High	\$25.00	Course Fee	STEM 2	Minton	Supplies and equipment
Houston High	\$20.00	Course Fee	Teaching as Prof	Snellenberger	Workbook and portfolio supplies
Houston High	\$144.00	Course Fee	AP Capstone	Traverse/Robinson	AP Registration/Exam
Houston High	\$850.00	Course Fee	Indoor Color Guard - A	M. Taylor	Uniforms, instruments, repairs, music, transportation
Houston High	\$150.00	Course Fee	Indoor Color Guard - B	M. Taylor	Uniforms, instruments, repairs, music, transportation
Houston High	\$425.00	Course Fee	Indoor Drumline	M. Taylor	Uniforms, instruments, repairs, music, transportation
Houston High	\$40.00	Film & Video	Film & Video	Hamilton	Batteries, CDs, memory sticks
Houston High	\$9.00	Foreign Language Fair	German Honors	Penrod	Foreign Language Fair fees

Germantown Municipal School District
School Fees - Requested Student Fees
2019-20 School Year

08.19.19

Houston High	\$8.00	Foreign Language Fair	French classes	McClellan	Foreign Language Fair
Houston High	\$4.00	French National Contest	French Honors	McClellan	French National Contest
Houston High	\$6.00	National German Exam	German Honors	Penrod	National German Exam fees
Houston High	\$5.00	National Spanish Exam	Spanish Honors	Purcell/Ferryman	National Spanish Exam
Houston High	\$20.00	PSAT	PSAT	None	Cost of test and processing fee
Houston Middle	\$30.00	1:1 Blended Learning	All 7th & 8th grade	GMSD	iPad insurance for 1:1 initiative
Houston Middle	\$20.00	Art Fee	Art	Higginbotham	Paint, clay, canvases, poster print materials
Houston Middle	\$20.00	Graphic Art Fee	Art	Wroblewski	Premium card stock, mat boards, colored ink, ipad apps, general art supplies
Houston Middle	\$150.00	Band Fee	Band	Nesvick	WTSBOA fees, NAIME fee, festivals, travel, sub, instrumental material, instrument maintenance, tshirt
Houston Middle	\$75.00	Choir Fee	Choir	Moses	Polo shirts, sheet music, audition, accompanist, sub, professional organization dues
Houston Middle	\$70.00	Honor Choir-new	Chorus	Moses	Polo shirts, sheet music, audition, accompanist, sub, professional organization dues, venue space
Houston Middle	\$60.00	Honor Choir-returning	Chorus	Moses	Polo shirts, sheet music, audition, accompanist, sub, professional organization dues
Houston Middle	\$15.00	Instructional Fee	School-wide	Dias	Student incentives, printing costs
Houston Middle	\$150.00	Orchestra Fee	Orchestra	Kang	WTSBOA membership, NAFME membership, GPAC rental fee, instrument maintenance, registration, method books, sheet music, polo/orchestra shirts, sub, music festivals, bus
Houston Middle	\$15 or \$30	PE uniform singles or set	PE school-wide	Cook/Day/Spurlock	Shorts, t-shirt
Riverdale Elementary	\$30.00	1:1 Blended Learning	All 7th & 8th grade	GMSD	iPad insurance for 1:1 initiative
Riverdale Elementary	\$20.00	Art Supplies/Clay	6th-8th	Sammons	Art Supplies for advanced art students
Riverdale Elementary	\$100.00	Orchestra Fee	5th	Short	field trips, NAFME membership dues, and miscellaneous supplies.
Riverdale Elementary	\$100.00	Orchestra Fee	6th-8th	Short	This fee covers their 2 shirts, method book, buses for concert festival and field trips, NAFME membership dues, and miscellaneous supplies.

Germantown Municipal School District

School Fees - Requested Student Fees

2019-20 School Year

08.19.19

Riverdale Elementary	\$50.00	Choir Fee	6th-8th	Caudle	Music/Supplies/T-shirt
Riverdale Elementary	\$150.00	Band Fee	6th-8th	Hopper	Music/Supplies/T-shirt
Riverdale Elementary	\$20.00	PE Uniform	5th-8th	Thompson	Required PE uniform for all 5th-8th grade students
Riverdale Elementary	\$50.00	1:1 Blended Learning-8th graders	8th	GMSD	Laptop insurance for 1:1 initiative

Germantown Municipal School District
School Fees - Activity Costs
2019-20 School Year

08.19.19

ACTIVITY COSTS - Costs for activities which occur outside the regular school day and are not part of a credited course

School	ACTIVITY COSTS	Purpose	Club/Athletic Team/Booster Club	Sponsor/Coach	Notes
Dogwood Elementary	\$65.00	Sports Club	3rd - 5th	Fredrick, Van Voorst	Meet fees, motivational items, trophies, banquet
Dogwood Elementary	\$30.00	Student Ambassadors	4th and 5th	Fitchpatric	T-shirts, meeting refreshments, parties
Dogwood Elementary	\$20.00	Spanish Club	3rd-5th	Van Voorst	t-shirt, other supplies
Dogwood Elementary	\$35.00	Safety Patrol	4th & 5th	Martin/Guntharp	Belts, badges, t-shirts, meeting refreshments, parties
Farmington Elementary	\$150.00	Costumes, uniforms, operations	Falcon Footlights (play)	Lowry	Participants will be asked to sell at least one advertisement
Farmington Elementary	\$150.00	Materials	FES 5K club	Deaton	Entrance into races and materials - uniforms, warm ups, water bottles, etc.
Forest Hill Elementary	\$25.00	Supplies	Choir	Simons	Shirts and Materials
Forest Hill Elementary	\$25.00	Supplies	Farmington Farmers	House	Gardening supplies and plants
Forest Hill Elementary	\$15.00	Supplies	Composting Club	Sullivan	Supplies to build compost bins
Houston High	\$250.00	Annual Dues	Basketball Boys	Leonard	Travel, equipment, supplies, miscellaneous
Houston High	\$250.00	Annual Dues	Basketball Girls	Moore	Travel, equipment, supplies, miscellaneous, officials
Houston High	\$160.00	Annual Dues	Bowling Boys	Schneider	Uniforms, entry fees, team gear, miscellaneous
Houston High	\$160.00	Annual Dues	Bowling Girls	Schneider	Uniforms, entry fees, team gear, miscellaneous
Houston High	\$250.00	Annual Dues	Cross Country Boys	Daniels	Team gear, greens fees
Houston High	\$250.00	Annual Dues	Cross Country Girls	Daniels	Team gear, greens fees
Houston High	\$650.00	Annual Dues	Football	J. Thomas	Travel, equipment, supplies, miscellaneous, officials
Houston High	\$395.00	Annual Dues	Golf Boys	Bell	Travel, equipment, supplies, gear, miscellaneous
Houston High	\$395.00	Annual Dues	Golf Girls	Bell	Travel, equipment, supplies, gear, miscellaneous
Houston High	\$600.00	Annual Dues	Soccer Girls	Wolff	Uniforms, entry fees, team gear, miscellaneous
Houston High	\$815.00	Annual Dues	Volleyball	Pendleton	Uniforms, entry fees, team gear, miscellaneous
Houston High	\$425.00	Annual Dues	Wrestling	B. McCarter	Entry fees, TSSAA weight management fees, travel, uniforms, miscellaneous
Houston High	\$4,500.00	Annual Dues Cheer	Cheer Black & Silver	Jones/Gray	Tumbling, uniforms, entry fees, instruction, travel, competition fees
Houston High	\$4,250.00	Annual Dues Cheer	Cheer Silver	Jones/Gray	Uniforms, entry fees, instruction, travel, competition fees
Houston High	\$4,700.00	Annual Dues Pom	Pom	H. Thomas	Uniforms, entry fees, instruction, travel, competition fees
Houston High	\$15.00 (underclass); \$20.00 (seniors)	Club Dues 30+	30 and Above	Traverse/Kinney/Kreitz	Tees, zoo trip, graduation cords

Germantown Municipal School District
School Fees - Activity Costs
2019-20 School Year

08.19.19

Houston High	\$20.00	Club Dues Art Honors	Art Honor Society	Schulter	Dues, activities, supplies, materials
Houston High	\$25.00	Club Dues Badminton	Badminton Club	Minton	Tees, equipment, and supplies
Houston High	\$25.00	Club Dues Beautifully Unique	Beautifully Unique	Fisher	Tees & Activities
Houston High	\$25.00	Club Dues Best Buddies	Best Buddies	C. Jones	Membership fees
Houston High	\$40.00	Club Dues BETA	BETA	Crowe/Plaisance	National membership, honor cords
Houston High	\$10.00	Club Dues Book	Book Club	Wilder/Underwood	Activities, materials
Houston High	\$15.00	Club Dues Chess	Chess	Claude Jones	Materials, tees
Houston High	\$50.00	Club Dues Cyber	Cyber Patriot	Brommer	Registration fees, competitions, competition expenses
Houston High	\$25.00	Club Dues Debate	Debate	McKinney	Membership fees
Houston High	\$35.00	Club Dues DECA	DECA	Boyer	Membership dues
Houston High	\$25.00	Club Dues DECA	DECA	Boyer	Regional competition
Houston High	125.00 (plus hotel costs)	Club Dues DECA	DECA	Boyer	State competition
Houston High	195.00 (plus hotel costs)	Club Dues DECA	DECA	Boyer	National competition
Houston High	\$30.00	Club Dues FBLA	FBLA	TBD	Local, state competitions
Houston High	\$15.00	Club Dues FCA	FCA	Perry	Tees, materials, activities
Houston High	\$30.00	Club Dues FCCLA	FCCLA	Davis/Boggan/Snellenger	Local and national dues, tees
Houston High	\$30.00	Club Dues FFA	FFA	Rose	Membership, dues
Houston High	\$25.00	Club Dues French	French Club	McClellan	Tees, supplies
Houston High	\$30.00	Club Dues Horizons	Horizons	H. Thomas	Tees, field day
Houston High	\$30.00	Club Dues HOSA	HOSA	Mullings	National & state membership dues, tees
Houston High	\$20.00	Club Dues International	International	Penrod	Tees, consumables, gift cards, Extravaganza, Project Grad
Houston High	\$25.00	Club Dues Key	Key Club	Flowers	Fees, activities, materials
Houston High	\$30.00	Club Dues Latin	Latin Club	Simone	Dues, National Latin Exam
Houston High	\$10.00	Club Dues Latin Honor	National Latin Honor Society	Simone	Supplies, honor cords
Houston High	\$20.00	Club Dues Mentors	Houston Mustang Mentors	Fisher	Tees, activities
Houston High	\$20.00	Club Dues Model UN	Model UN	TBD	Conference fees
Houston High	\$20.00	Club Dues MUT	Mu Alpha Theta	Reeder	Membership, honor cords
Houston High	\$30.00	Club Dues NHS	Nat'l Honor Society	Berry/Seboldt	Membership, honor cords, tees
Houston High	\$20.00	Club Dues RAK	RAK	Crotty	Monies used to randomly help people
Houston High	\$25.00	Club Dues RK	Rho Kappa	Robinson	Honor cords, lecture series
Houston High	\$20.00	Club Dues SADD	SADD	Fisher	Tees, activities, materials
Houston High	\$25.00	Club Dues SGA	SGA	Spain	Activities, supplies, materials
Houston High	\$25.00	Club Dues SJCRH	St. Jude Club	Elliott	Tees, activities, service project supplies
Houston High	\$20.00	Club Dues Skills	Computer Skills USA	Juneau/Uhiren/Houston	Activities, supplies, competitions
Houston High	\$35.00	Club Dues Spanish	Spanish Club	Stewardson	Membership, fees, activities & materials
Houston High	\$20.00	Club Dues Spanish Honor	Spanish Honor Society	Ferryman	National dues, induction expenses, Quia, supplies
Houston High	\$20.00	Club Dues Student Impact	Student Impact	Ryan	Dues, donations, tees
Houston High	\$775.00	Club Dues Trap	Trap	Stevens	Full membership, practice materials, competitions
Houston High	\$100.00	Club Dues TSA	TSA	Phillips	State and national dues/fees; competitions
Houston High	\$100.00	Club Dues VEX	VEX	Ducey	National fees and competitions

Germantown Municipal School District
School Fees - Activity Costs
2019-20 School Year

08.19.19

Houston High	\$20.00	Club Fees Environmental	Environmental	Bansal/Wright	Activities, supplies
Houston High	\$10.00	Club Fees	Folk Dancing	Penrod	Folk Dance Outfits
Houston High	\$25.00	Club Fees German	German Club	Penrod	Tees, gift cards, consumables, folk dance outfits
Houston High	\$20.00	Club Fees Knowledge Bowl	Knowledge Bowl	Poole/Kennon	Competition fees, tees
Houston High	\$10.00	Club Science	Science Club	Canady	Activities, materials
Houston High	\$95.00	Course Fee	1st & 2nd 4-hour DE course	Varied/Akey	University tuition
Houston High	\$98.00	Course Fee	3rd 3-hour DE course	Varied/Akey	University tuition
Houston High	\$195.00	Course Fee	3rd 4-hour DE course	Varied/Akey	University tuition
Houston High	\$298.00	Course Fee	4th 3-hour DE course	Varied/Akey	University tuition
Houston High	\$364.00	Course Fee	4th+ 4-hour DE course	Varied/Akey	University tuition
Houston High	\$198.00	Course Fee	5th+ 3-hour DE course	Varied/Akey	University tuition
Houston High	\$100.00	Graduation Fee	12th Grade Students	Taylor	Costs associated with graduation
Houston High	\$20.00	Knowledge Bowl Fee	Knowledge Bowl	Poole	Competition fees
Houston High	\$5.00	Latin Fall Festivus	Latin Club	Simone	Latin Fall Festivus
Houston High	\$8.00	U of M Language Fair	Latin	Simone	Entry fee
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Classical Etymology Exam fees
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Classical Civilization Exam fees
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Latin Vocabulary Exam fees
Houston High	\$5.00	Optional Exam	Mythology	Purcell/Simone	National Mythology Exam fees
Houston High	\$5.00	Optional Exam	Translation	Purcell/Simone	CAMWS Translation Contest fees
Houston High	\$25.00	Lit Mag Fee	Literary Magazine	Garrison	Materials for magazine/final product
Houston High	\$5.00	Locker Fee	Students Using Lockers	LeGault	Locker rental
Houston High	\$30.00	Membership, dues, tees	National Technical Honor Society	DavisA	National membership, induction services
Houston High	\$50.00	Parking Fee	Students Parking on Campus	Ross	Parking pass
Houston High	\$75.00	Reserved Parking Fee	Top GPA seniors (75)	Ross	Reserved parking pass
Houston High	\$250.00	TJCL Latin Convention	Latin Club	Simone	TJCL Convention fees
Houston High	\$200.00	Annual Dues	Choir	Moline	Women's Choir and Concert Choir
Houston High	\$500.00	Annual Dues	Choir	Moline	Fifth Measure and Dolce Bella
Houston High	\$18.00	Annual Dues	Tri-M (Music Honors)	Hagan	Membership and Initiation fes
Houston Middle	\$25.00	Artfully	Club	Higginbotham	Club shirt, art materials, meeting snacks
Houston Middle	\$250.00	Basketball	Athletic Team	Lambert	Apparel package
Houston Middle	\$15.00	Battle of the Books	Club	Squires	Annual fee
Houston Middle	\$20.00	Best Buddies	Club	Little	Club shirt, game supplies
Houston Middle	\$25.00	Beta	Club	Lieske	Annual fee
Houston Middle	\$4,800.00	Cheer	Booster Club	Spurlock	Coaching fee, sponsor fee, camps, Pride tumbling, practice clothes, uniforms, bag, travel, Nationals airfare and Land Package
Houston Middle	\$50.00	Math Counts	Club	Davis	Competition fees
Houston Middle	\$25.00	NJHS	Club	Howell	Chapter dues, club shirt, reception supplies

Germantown Municipal School District
School Fees - Activity Costs
2019-20 School Year

08.19.19

Houston Middle	\$4,500.00	Pom	Booster Club	Washington	Coaching fee, sponsor fee, camps, uniforms, practice outfits, competition fees, National airfare, music
Riverdale Elementary	\$4,000.00	Cheer	Booster Club	Woolfolk	Coaching fee, sponsor fee, camps, Pride tumbling, practice clothes, uniforms, bag, travel, Nationals airfare and Land Package
Riverdale Elementary	\$20.00	Dues	NJHS	Young	Annual Dues-certificates/pins
Riverdale Elementary	\$15.00	Dues	Beta Club	Harbin	Dues
Riverdale Elementary	\$20.00	Fee	Kids Care	Padgett	T-shirt/supplies/pizza party
Riverdale Elementary	\$75.00	Fee	Riverdale Theatre	Moss	Participation fee for Spring Musical to help cover expenses
Riverdale Elementary	\$150.00	JV Basketball	6th/7th	Freeman	League Fees, shirt, awards/party
Riverdale Elementary	\$276.00	Girls Basketball	6-8th	Owsley	Warm up shirt, warmup pants/jacket, shoes, socks, and athletic bag
Riverdale Elementary	\$15.00	Glee Club	1-5th	Caudle	Shirt, decorations for show
Riverdale Elementary	\$100.00	Raider Theater	1-8th	Moss/Stevens	T-shirt, costumes, set, material
Riverdale Elementary	\$20.00	Production Club	5-8th	Moss/Stevens	T-shirt, materials
Riverdale Elementary	\$5.00	Riverdale Rocks	3-5th	Sutton	Paint, supplies
Riverdale Elementary	\$15.00	Intramural Club	4-6th	Huggins	Shirt, supplies
Riverdale Elementary	\$80.00	Cross Country	3-8th	Faught	MYA fees and supplies
Riverdale Elementary	\$75.00	Track	3-8th	Dodge	MYA fees, jersey
Riverdale Elementary	\$6.00	Junior Honors Academy	8th	Ward/Ponder	Optional shirt
Riverdale Elementary	\$25.00	Ambassadors	8th	Fisher	2 shirts
Riverdale Elementary	\$3.00	Pay It Forward Club	6-7th	Dodson/Curtis/Edens	Supplies, end of year party
Riverdale Elementary	\$140.00	Honors Choir	6-8th	Caudle	Shirt, music, festivals, busses, attire rental (trip is separate)
Riverdale Elementary	\$10.00	Girls Club	3-5th	Greenberg	Art supplies, snacks
Riverdale Elementary	\$255.00	Swim Team	6-8th	Fristick	League Fees, shirt, cap, t-shirt, Germantown Athletic Club use
Riverdale Elementary	\$255.00	Soccer	6-8th	Lawton	Equipment, uniforms and fees
Riverdale Elementary	\$150.00	Band Dues	6-8th	Hopper	2 shirts, music tutors, instruments, during school travel, music
Riverdale Elementary	\$220.00	Golf	6-8th	Young/Byrd	Equipment, uniforms and fees
Riverdale Elementary	\$500.00	Volleyball A/B teams	6th-8th	Carlyle	Equipment, uniforms and fees
Riverdale Elementary	\$300.00	Volleyball Blue and Gray Team	6th-8th	Carlyle	Equipment, uniforms and fees
Riverdale Elementary	\$85.00	Tennis	6th-8th	Darder	Uniforms and fees
Riverdale Elementary	\$950.00	Trap	6th-8th	Edens	Equipment, uniforms and fees

CONTRACT TO AUDIT ACCOUNTS
OF
Germantown Municipal School District - Internal School Funds

FROM July 01, 2019 TO June 30, 2020

This agreement made this 24th day of July 2019, by and between Watkins Uiberall, PLLC, 1661 Aaron Brenner Drive, Suite 300, Memphis, TN 38120, hereinafter referred to as the "auditor" and Germantown Municipal School District - Internal School Funds, of 6685 Poplar Avenue, Suite 202, Germantown, TN 38138, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2019, and ending June 30, 2020 with the exceptions listed below:

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Section 9-3-407, *Tennessee Code Annotated* and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **5** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to **December 31, 2020**, **but in no case, shall be filed later than six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the

office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) **of a county government that is audited by the Division of Local Government Audit (LGA)**. Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to **update subsequent events** between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions)

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: **\$17,000.00**) or (Estimated gross fee:)

(If not a fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been

or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

- 11. As the authorized representative of the firm, I do hereby affirm that:
 - our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
 - our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
 - all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
 - all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Watkins Uiberall, PLLC

Audit firm

Governmental Unit or Organization



Daniel Moore

By _____

Signature

By _____

Signature

Title/Position: **Member**

Title/Position:

E-mail address **jthomason@wucpas.com**

E-mail address

Date: **July 24, 2019**

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By _____

Date: _____



6685 Poplar Ave. Suite 202 • Germantown, TN 38138 • 901.752.7900 • Fax 901.757.6479 • www.gmsdk12.org

TO: GMSD School Board
FROM: The Human Resources Department
RE: Stop Loss Insurance Renewal
DATE: August 19, 2019

Understandings:

- 1) The Current Insurance Provider is American Fidelity (AF).
- 2) Stop Loss Renewal rates were based on the following number of plan participants:
 - a. Single= 20 members
 - b. Employee +1= 69 members
 - c. Family= 140 members
 - d. Total= 449 members
- 3) The *Specific Deductible Amount* per employee who participates in our medical plan is \$115,000.
- 4) The *Contract Basis* is a 60/12: A 60/12 includes coverage of claims incurred up to 48 months prior to the current year in progress.
- 5) The goal of having stop loss insurance is to protect GMSD against catastrophic claims:
 - a. Currently, we have five contributing members over the \$115,000 threshold.
- 6) The *Annual Specific Premium* cost increased by 19% or \$90,000 from the 2018-2019 school year.
- 7) Administrative Fees for Health Cost Solutions increased by \$14,000. However, the District was aware of this increase during the Stop Loss Third Party Administrator bid in April and budgeted accordingly for 2019-2020.

Recommendation:

The GMSD Human Resources Department's recommendation is to support the Self-Funded Stop Loss Insurance with American Fidelity (AF) based on the understandings presented by Health Cost Solutions and *ESP* Consultants.

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2019 (the "Effective Date") by and between the GERMANTOWN MUNICIPAL SCHOOL DISTRICT ("School District" or "GMSD") and the CITY OF GERMANTOWN, TENNESSEE ("City").

WITNESSETH:

WHEREAS, the City is the owner of a certain parcel of land south of Houston High School in Germantown, Shelby County, Tennessee, consisting of approximately 24.88 acres, and to which is assigned tax parcel number G0232 00331, and which is more particularly described on **Exhibit "A"** attached hereto (the "City Parcel");

WHEREAS, the City desires to retain ownership of the southwestern corner of the City Parcel for a public park (the "Park Parcel"), the exact location and acreage of the Park Parcel to be verified by survey as hereinafter set forth;

WHEREAS, the City desires to convey to GMSD that portion of the City Parcel that is not the Park Parcel (the "First Parcel");

WHEREAS, GMSD is the owner of a certain parcel of land on Forest Hill Irene Road in Germantown, Shelby County, Tennessee, consisting of approximately 38.12 acres, and to which is assigned tax parcel ID G0243 00428C (the "GMSD Parcel");

WHEREAS, GMSD desires to convey to the City the easternmost approximately 15 acres of the GMSD Parcel (the "Second Parcel"), the exact location and acreage of the Second Parcel to be verified by survey as hereinafter set forth;

WHEREAS, the Parties desire to exchange the First Parcel and the Second Parcel for one another, with GMSD desiring the First Parcel for recreational and sports uses, and with the City desiring the Second Parcel for public uses including a park and the location of public utilities;

WHEREAS, the First Parcel and the Second Parcel are deemed to be of equal fair market value; and

WHEREAS, the Parties deem it to be in their respective best interests, and in the best interests of the residents of the City, to enter into this Agreement exchanging the First Parcel and the Second Parcel on the terms set forth herein.

NOW, THEREFORE, in consideration for the foregoing recitals, and the mutual covenants and promises contained herein, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

SECTION ONE: CONVEYANCE BY THE CITY

1.1 Subject to the terms and conditions set forth in this Agreement, the City hereby agrees to convey to GMSD by special warranty deed (the "First Parcel Deed"), good and merchantable title in and to the entire fee simple interest in and to the First Parcel, together with all rights, easements and appurtenances pertaining to said real property, if any, including all improvements, buildings, fixtures and structures situated on said real property, if any. The City and GMSD agree that the final configuration, the exact location and metes and bounds description of the First Parcel (and of the Park Parcel) will be determined by a boundary survey to be procured and paid for by the City (the "First Parcel Survey"). Upon completion of the First Parcel Survey, the metes and bounds descriptions of the Park Parcel and the First Parcel as shown on the First Parcel Survey shall be the descriptions of such parcels for all purposes thereafter including, without limitation, on the First Parcel Deed.

1.2 The City shall retain in the First Parcel Deed, or, at City's option, GMSD shall grant to the City at Closing, easements over the parcels owned by GMSD adjacent to the Park Parcel or First Parcel for ingress and egress by the City and its employees and agents over such GMSD parcel. Any such property claimed by, or subject to, an easement in favor of the City must be in a location and scope approved by GMSD. In the event the Parties cannot agree on the location and scope, then this Agreement shall be null and void.

1.3 Prior to Closing, the City shall be allowed to remove benches, garbage cans, picnic tables, and grills from the First Parcel. (Benches permanently affixed to the ground shall remain with the First Parcel and shall not be removed.)

SECTION TWO: MATTERS RELATING TO THE FIRST PARCEL

2.1 The City warrants and represents to GMSD that:

- (a) There are no unrecorded leases, encumbrances, easements, claims or easements or prescriptive rights upon or concerning the First Parcel or any part thereof;
- (b) There is no litigation, arbitration, or administrative proceeding pending or threatened against the City or the First Parcel that might have the effect of preventing or hindering the exchange of or the use/development of the First Parcel for recreational and/or sports purposes;
- (c) The City has the unrestricted right to sell the First Parcel to GMSD, and observe and perform this Agreement, and no such actions will violate or breach any agreement to which the City is a part or to which it may be bound;
- (d) The City has no knowledge of any existing, threatened, or contemplated action, circumstances, or conditions (including, but not limited to, subsurface conditions)

which would interfere with the development or use of the First Parcel as a park, recreational area, or softball field;

- (e) The First Parcel is in full compliance with all applicable statutes, ordinances, rules, and regulations (federal, state, county, and municipal), including, without limitation, all zoning and subdivision restrictions and which would permit the First Parcel to be used as a park, recreational area, or softball field;
- (f) No hazardous wastes or substances have been dumped, deposited, or buried on the First Parcel, and the City has no knowledge of any leaks of petroleum or hazardous materials affecting the First Parcel;
- (g) The First Parcel has an assured water supply sufficient to permit its development and use in accordance with all governmental requirements;
- (h) Gas and electric services are extended and furnished by Memphis Light, Gas and Water division and not by the City;
- (i) All representations and warranties contained herein are true and correct, and shall be true and correct as of Closing, with the same force and effect as if made at such time, and each shall survive Closing;
- (j) The undersigned representative of the City has been duly authorized to execute this Agreement on behalf of the City.

SECTION THREE: CONVEYANCE BY GMSD

3.1 Subject to the terms and conditions set forth in this Agreement, GMSD hereby agrees to convey to the City by special warranty deed (the "Second Parcel Deed"), good and merchantable title in and to the entire fee simple interest in and to the Second Parcel, together with all rights, easements and appurtenances pertaining to said real property, if any, including all improvements, buildings, fixtures and structures situated on said real property, if any. The City and GMSD agree that the final configuration, the exact location and metes and bounds description of the Second Parcel will be determined by a boundary survey to be procured and paid for by GMSD (the "Second Parcel Survey"). Upon completion of the Second Parcel Survey, the metes and bounds descriptions of the Second Parcel as shown on the Second Parcel Survey shall be the descriptions of such parcels for all purposes thereafter including, without limitation, on the Second Parcel Deed.

3.2 In addition to the conveyance of the Second Parcel by GMSD to the City, at Closing GMSD shall grant to the City a fifty (50') wide ingress and egress easement over GMSD's property for vehicular and pedestrian access by the City and its employees and agents between the Second Parcel and Forest Hill-Irene. Any such easement must be in a location and scope approved by GMSD. In the event the Parties cannot agree on the location and scope, then this Agreement shall be null and void.

SECTION FOUR: MATTERS RELATING TO THE SECOND PARCEL

4.1 GMSD warrants and represents that:

- (a) There are no unrecorded leases, encumbrances, easements, claims or easements or prescriptive rights upon or concerning the Second Parcel or any part thereof;
- (b) There is no litigation, arbitration, or administrative proceeding pending or threatened against GMSD or the Second Parcel that might have the effect of preventing or hindering the exchange of or the use/development of the Second Parcel for public use and improvements, including, without limitation, public utilities and a park;
- (c) GMSD has the unrestricted right to sell the Second Parcel to the City, and observe and perform this Agreement, and no such actions will violate or breach any agreement to which GMSD is a part or to which it may be bound;
- (d) GMSD has no knowledge of any existing, threatened, or contemplated action, circumstances, or conditions (including, but not limited to, subsurface conditions) which would interfere with the development or use of the Second Parcel for public utilities or a park;
- (e) The Second Parcel is in full compliance with all applicable statutes, ordinances, rules, and regulations (federal, state, county, and municipal), including, without limitation, all zoning and subdivision restrictions and which would permit the Second Parcel to be used for public utilities or a park;
- (f) No hazardous wastes or substances have been dumped, deposited, or buried on the Second Parcel, and GMSD has no knowledge of any leaks of petroleum or hazardous materials affecting the Second Parcel;
- (g) The Second Parcel has an assured water supply sufficient to permit its development and use in accordance with all governmental requirements;
- (h) Gas and electric services are extended and furnished by Memphis Light, Gas and Water division and not by the City;
- (i) All representations and warranties contained herein are true and correct, and shall be true and correct as of Closing, with the same force and effect as if made at such time, and each shall survive Closing;
- (j) The undersigned representative of GMSD has been duly authorized to execute this Agreement on behalf of GMSD.

4.2 On or before the Closing, the City shall reimburse GMSD for the cost of installing/laying the underground water pipe that presently is located in and under the Second Parcel (the "Water Pipe"). The Parties acknowledge that the total cost to be reimbursed to GMSD is \$_____ [approximately \$232,000]. GMSD shall grant to the City a utility easement for the Water Pipe in a form satisfactory to the City. City shall be responsible for all maintenance, repairs and upkeep of the Water Pipe. In the event of any damage resulting from either the Water Pipe or its maintenance, repair or upkeep, City shall be responsible for all repairs, including restoration of the Second Parcel to its previous condition.

SECTION FIVE: CONDITIONS OF PARCELS

5.1 Prior to Closing, neither the City nor GMSD shall permit or suffer any changes to be made in the parcels to be conveyed hereby that would materially affect the value of such parcels or the ability to use and develop them. The City and GMSD shall not permit or suffer any waste to such parcels, and the City and GMSD shall keep such parcels free and clear of all claims of adverse possession and prescriptive rights of any kind.

SECTION SIX: INSPECTIONS

6.1 By executing this Agreement, GMSD authorizes the City to request engineers, surveyors and environmental consultants to inspect and audit the Second Parcel, and hereby grants to said professionals and their agents full entry onto the Second Parcel. The City shall repair any damage to the Second Parcel of any type, kind or nature caused by the City, any of its agents, representatives, contractors, or engineers on the Second Parcel prior to the Closing Date, such that the Second Parcel shall be returned to GMSD in the same condition as on the date of execution of this Agreement, ordinary wear and tear excepted in the event this Agreement does not close.

6.2 By executing this Agreement, the City authorizes GMSD to request engineers, surveyors and environmental consultants to inspect and audit the First Parcel, and hereby grants to said professionals and their agents full entry onto the First Parcel. GMSD shall repair any damage to the First Parcel of any type, kind or nature caused by GMSD, any of its agents, representatives, contractors, or engineers on the First Parcel prior to the Closing Date, such that the First Parcel shall be returned to the City in the same condition as on the date of execution of this Agreement, ordinary wear and tear excepted in the event this Agreement does not close.

SECTION SEVEN: CONDITIONS PRECEDENT

7.1 The obligations of the City and GMSD to close this transaction are each subject to satisfaction of each of the following conditions precedent on or before the date of Closing.

- (a) The Board of Mayor and Alderman of the City of Germantown ("BMA") shall have formally approved this Agreement and all of the terms and conditions contained herein.

(b) GMSD shall have formally approved this Agreement and all of the terms and conditions contained herein.

(c) All matters affecting the title, condition and use of the First Parcel as disclosed by, among other things, the Title Commitment, the First Parcel Survey, inspection, soil testing, and an environmental audit shall have been approved by GMSD.

(d) All matters affecting the title, condition and use of the Second Parcel as disclosed by, among other things, the Title Commitment, the Second Parcel Survey, inspection, soil testing, and an environmental audit shall have been approved by the BMA.

SECTION EIGHT: BROKERS

8.1 The Parties agree that no broker or agent is responsible for bringing about the transactions set forth herein and that no commission is to be paid in connection therewith. In the event of any such claim for broker's, agent's or finder's fee or commission in connection with the negotiation, execution or consummation of this transaction, the Party upon whose alleged statement, representation or agreement such claim or liability arises shall indemnify, hold harmless and defend the other Party from and against such claim and liability, including without limitation, reasonable attorney's fee and court costs. The terms and provisions of this Section shall survive the Closing.

SECTION NINE: CLOSING

9.1 The Closing shall take place on or before the ____ day of _____, 2019, at the offices of Burch, Porter & Johnson, PLLC at 130 N. Court Ave., Memphis, Tennessee, at 10:00 o'clock a.m., or at such other time and place as shall be designated by the Parties, or unless extended by the mutual agreement of the Parties to satisfy the conditions precedent hereinabove set forth. The City shall deliver to GMSD at Closing the First Parcel Deed with the usual covenants conveying good and merchantable title to the First Parcel executed by a duly authorized representative of the City and acknowledged. Such deed shall convey title to the First Parcel in fee simple free of all encumbrances except as set forth therein. GMSD shall deliver to the City at Closing the Second Parcel Deed with the usual covenants conveying good and merchantable title to the Second Parcel executed by duly authorized representatives of GMSD and acknowledged. Such deed shall convey title to the Second Parcel in fee simple free of all encumbrances except as set forth therein.

SECTION TEN: REMEDIES

10.1 If a Party hereto is in default of any obligation hereunder, the other Party may elect either of the following remedies, but no other remedy shall be available:

- (a) Specific performance of this Agreement against the defaulting Party, or
- (b) Termination of this Agreement.

SECTION ELEVEN: MISCELLANEOUS

11.1 Rents and any taxes for the current year, if applicable, are to be prorated as of the date of Closing, and all prior liens are to be paid by the respective owners of the parcels prior to Closing.

11.2 Any improvements are to be delivered in as good condition as they are in as of the date of this Agreement, ordinary wear and tear excepted, but in the event of destruction by fire or otherwise, the conveying Party shall have no obligation to repair the improvements so destroyed. Any insurance proceeds or other claims arising out of any such event of destruction shall be for the exclusive benefit of the Party obtaining such insurance coverage.

11.3 The City shall pay for the preparation of the deed conveying title to the First Parcel and for the title search or abstract pertaining to the First Parcel. The City shall pay for the recordation of the deed conveying title to the Second Parcel and for the title examination and title insurance pertaining to the Second Parcel.

11.4 GMSD shall pay for the preparation of the deed conveying title to the Second Parcel and for the title search or abstract pertaining to the Second Parcel. GMSD shall pay for the recordation of the deed conveying title to the First Parcel and for the title examination and title insurance pertaining to the First Parcel.

11.5 Each Party shall have the right of access to the parcel it is to acquire hereby to make any inspections, tests, surveys, and studies that such Party may deem appropriate.

11.6 Failure on the part of any Party to complain of any act or failure to act by the other Party or to declare the other Party in default, regardless of how long such failure continues, shall not constitute a waiver of such Party's rights hereunder. Any extension, amendment, or waiver affecting this Agreement must be in writing and signed by all Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions contained herein, nor shall any waiver constitute a continuing waiver.

11.7 The Parties agree to fully and promptly cooperate with each other in obtaining any necessary approvals and agrees to duly sign all documents necessary to accomplish the above referenced approvals and permits. The City, and the Board agree that, upon the request of the other Party, each will take all such further actions, and deliver such additional documents as may be reasonably required to effectuate the transaction as contemplated by this Agreement. The terms and provisions of this Section shall survive the Closing.

11.8 This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

11.9 Except as specified herein, this Agreement contains the entire agreement of the Parties and shall supersede any prior written or oral agreements or understandings.

11.10 This Agreement may only be altered, modified, or amended upon the written consent and agreement of both Parties hereto duly adopted as required by law.

11.11 Tennessee law shall govern this Agreement and any litigation, claim, hearing, or suit regarding this Agreement shall be held exclusively in Shelby County, Tennessee. The provisions of this Agreement are severable in that should any provision be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforceability of the other provisions hereof shall not be affected, but they shall remain in full force and effect.

SECTION TWELVE: NOTICE

12.1 Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

- If to the City: City Administrator
City of Germantown, Tennessee
1930 South Germantown Road
Germantown, Tennessee 38138

- With a copy to: Burch, Porter & Johnson, PLLC
130 N. Court Ave.
Memphis, TN 38103
Attn: Josh Lawhead

- If to GMSD: Josh Cathey, COO
Germantown Municipal School District
6685 Poplar Ave. #202
Germantown, TN 38138

- With a copy to: Lewis Thomason
One Commerce Square, 29th Floor
40 S. Main St.
Memphis, TN 38103
Attn: Cheryl Rumage Estes

12.2 The City and GMSD shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO LAND EXCHANGE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

GMSD:

CITY:

GERMANTOWN MUNICIPAL SCHOOL DISTRICT
By: Jason Manuel
Title: Superintendent

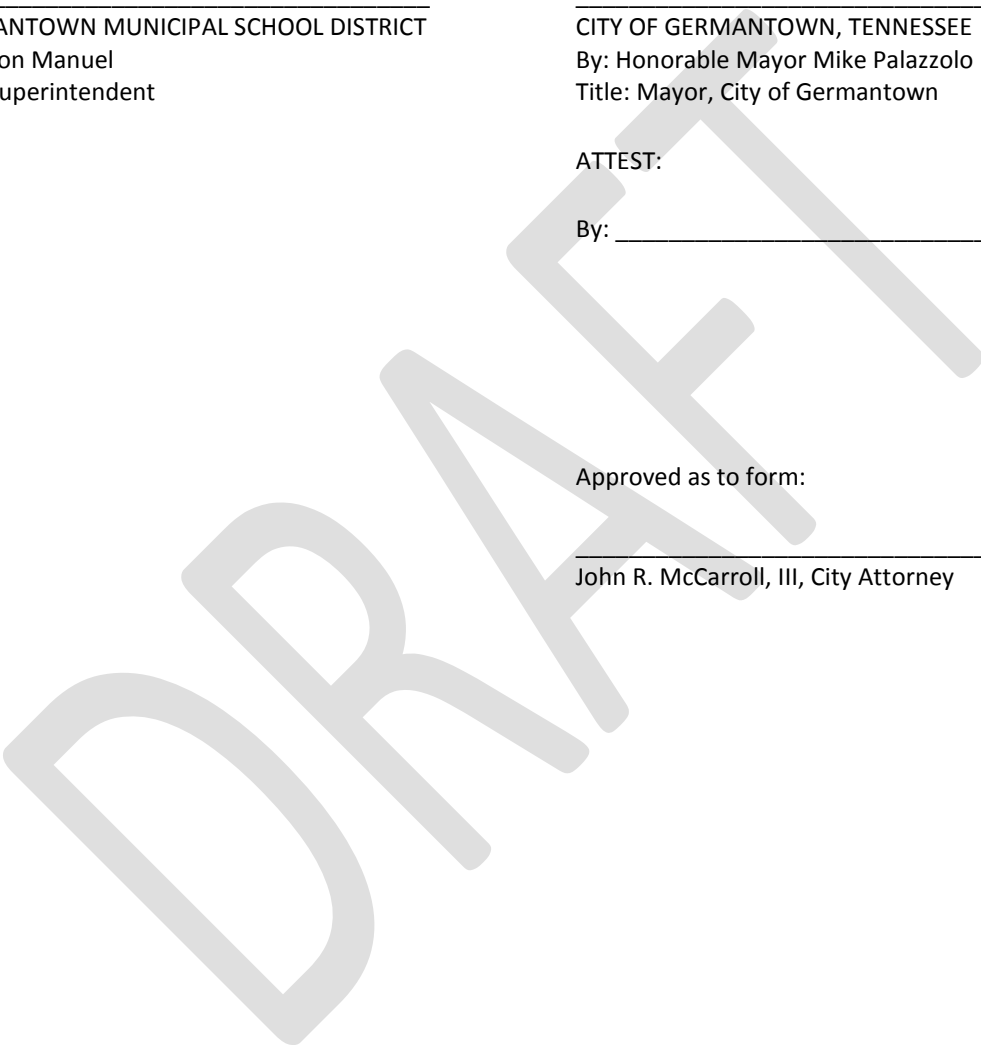
CITY OF GERMANTOWN, TENNESSEE
By: Honorable Mayor Mike Palazzolo
Title: Mayor, City of Germantown

ATTEST:

By: _____

Approved as to form:

John R. McCarroll, III, City Attorney



AM

15.8 Ac

5811 AC





LAND USE AGREEMENT

THIS LAND USE AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2019 (the "Effective Date") by and between the GERMANTOWN MUNICIPAL SCHOOL DISTRICT ("School District" or "GMSD") and the CITY OF GERMANTOWN, TENNESSEE ("City"). All capitalized terms not otherwise defined in this Agreement shall have the same meaning as in the Land Exchange Agreement (defined below).

WITNESSETH:

WHEREAS, the Parties have entered into the Land Exchange Agreement whereby the Parties have agreed to exchange two parcels of real property, a copy of which is attached hereto as **Exhibit "A"** and is expressly incorporated herein by reference (the "Land Exchange Agreement");

WHEREAS, pursuant to Land Exchange Agreement, the Parties desire to enter into this Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration for the foregoing recitals, and the mutual covenants and promises contained herein, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

SECTION ONE: TERM AND GRANT OF LICENSE

1.1 The license and permitted use granted in this Agreement shall commence on the Effective Date and shall continue: (i) for a period of four (4) years from the Closing, or (ii) until the City has acquired and built separate softball facilities elsewhere suitable for its recreation needs and purposes and has delivered to GMSD written notice that the City owns or otherwise has the right to use separate softball facilities elsewhere suitable for its recreation needs and purposes (the "Softball Fields Termination Notice") (the "Softball Fields Termination Notice"), whichever occurs first (the "Term").

1.2 GMSD hereby grants to the City a non-exclusive license for the purposes described herein during the Term of this Agreement.

SECTION TWO: USE OF THE PRIMARY SOFTBALL FIELDS

2.1 The City shall be allowed primary use of the two southernmost softball fields (which are side by side and to the immediate east of the Park Parcel) located on the First Parcel and depicted on the First Parcel Survey (the "Primary Softball Fields"). The Superintendent of GMSD ("the "Superintendent") or the Superintendent's designee and the Director of the City Parks and Recreation Department ("Director") or the Director's designee shall jointly establish schedules of the days and hours of use of each of the Primary Softball Fields and of the activities to be conducted. This shall be done through

planning on a regular basis to facilitate the public recreational programs provided and sponsored by the City.

2.2 City activities shall have priority over GMSD activities in both the scheduling and the actual use of the Primary Softball Fields.

2.3 The City shall maintain and provide trash services to the Primary Softball Fields during the Term of this Agreement. Water and utilities serving the softball fields shall be paid for by the City during the Term of this Agreement.

2.4 Upon expiration of the Term, all obligations of the City relative to the Primary Softball Fields, and all rights of the City to use the Primary Softball Fields shall terminate, following which GMSD shall have responsibility for all matters and obligations relating to the Softball Fields (defined below) undertaken by the City while the City had the right to use the Primary Softball Fields hereunder. The provisions of this Section 2.4 shall survive the Closing.

SECTION THREE: USE OF THE THIRD SOFTBALL FIELD

3.1 The City shall be allowed secondary use of the third softball field located on the First Parcel, which is north of the Primary Softball Fields (the "Third Softball Field" and, together with the Primary Softball Fields, collectively the "Softball Fields").

3.2 The Superintendent or the Superintendent's designee and the Director or the Director's designee shall jointly establish schedules of the days and hours of use of the Third Softball Field and of the activities to be conducted. This shall be done through planning on a regular basis.

3.3 GMSD activities shall have priority over City activities in both the scheduling and the actual use of the Third Softball Field.

3.4 GMSD shall have the sole responsibility for maintenance, upkeep, and trash pickup on Third Softball Field. Water and utilities shall be paid for by the City during the Term of this Agreement.

3.5 Upon expiration of the Term, all obligations of the City relative to the Third Softball Field, and all rights of the City to use the Third Softball Field shall terminate, following which GMSD shall have responsibility for all matters undertaken by the City while the City had the right to use the Third Softball Field hereunder. The provisions of this Section 3.5 shall survive the Closing.

SECTION FOUR: USE OF THE BATTING CAGES

4.1 The City shall be granted secondary use of the batting cages on the First Parcel. GMSD shall be responsible for maintaining, repairing, and replacing the batting cages.

4.2 The Superintendent or the Superintendent's designee and the Director or the Director's designee shall jointly establish schedules of the days and hours of use of said batting cages. This shall be done through planning on a regular basis.

4.3 GMSD activities shall have priority over City activities in both the scheduling and the actual use of the batting cages. The City's rights under this Section 4.3 shall terminate upon expiration of the Term.

SECTION FIVE: OBLIGATIONS OF CITY

During the Term of this Agreement:

5.1 The City shall be responsible for tree maintenance and removal on the First Parcel .

5.2 The City will provide Park Ranger patrol for the First Parcel .

5.3 The City shall be responsible for maintaining the retention pond existing on the First Parcel.

5.4 The City shall continue to maintain, insure, and provide janitorial services to the concession/restroom building serving the Softball Fields. The City shall have full access to said building and related parking areas during the Term.

5.5 The City shall continue to maintain, insure, and provide janitorial services to the concession/restroom building serving the softball fields and the restroom serving the playground area of the First Parcel, and shall manage, insure, maintain, and make repairs to the existing playground on the First Parcel. The City shall have full access to such restroom buildings, playground and related parking areas during the Term. The City will be permitted to provide the public access to these areas during daylight hours and will be responsible for the security of these facilities during the Term of this Agreement.

5.6 The City shall leave existing landscaping and tree buffers between the Second Parcel and any residential neighborhoods and/or properties located on the North, South, and East of the Second Parcel undisturbed and intact.

SECTION SIX: REMEDIES

6.1 If a Party hereto is in default of any obligation hereunder, the other Party may elect either of the following remedies, but no other remedy shall be available:

- (a) Specific performance of this Agreement against the defaulting Party, or
- (b) Termination of this Agreement.

SECTION SEVEN: MISCELLANEOUS

7.1 Failure on the part of any Party to complain of any act or failure to act by the other Party or to declare the other Party in default, regardless of how long such failure continues, shall not constitute a waiver of such Party’s rights hereunder. Any extension, amendment, or waiver affecting this Agreement must be in writing and signed by all Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions contained herein, nor shall any waiver constitute a continuing waiver.

7.2 This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

7.3 Except as specified herein, this Agreement contains the entire agreement of the Parties and shall supersede any prior written or oral agreements or understandings.

7.4 Tennessee law shall govern this Agreement and any litigation, claim, hearing, or suit regarding this Agreement shall be held exclusively in Shelby County, Tennessee. The provisions of this Agreement are severable in that should any provision be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforceability of the other provisions hereof shall not be affected, but they shall remain in full force and effect.

SECTION EIGHT: NOTICE

8.1 Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

If to the City: City Administrator
City of Germantown, Tennessee
1930 South Germantown Road
Germantown, Tennessee 38138

With a copy to: Burch, Porter & Johnson, PLLC
130 N. Court Ave.
Memphis, TN 38103
Attn: Josh Lawhead

If to GMSD: Josh Cathey, COO
Germantown Municipal School District
6685 Poplar Ave. #202
Germantown, TN 38138

With a copy to: Lewis Thomason

One Commerce Square, 29th Floor
40 S. Main St.
Memphis, TN 38103
Attn: Cheryl Ramage Estes

8.2 The City and GMSD shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

[SIGNATURE PAGE FOLLOWS]

DRAFT

[SIGNATURE PAGE TO LAND USE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

GMSD:

CITY:

GERMANTOWN MUNICIPAL SCHOOL DISTRICT
By: Jason Manuel
Title: Superintendent

CITY OF GERMANTOWN, TENNESSEE
By: Honorable Mayor Mike Palazzolo
Title: Mayor, City of Germantown

ATTEST:

By: _____

Approved as to form:

John R. McCarroll, III, City Attorney

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