

# GREENEVILLE CITY BOARD OF EDUCATION

## AGENDA

Date of Meeting: May 15, 2023

Time: 5:00 PM

Location: Professional Development Center at the Kathryn W. Leonard  
Administrative Office

- I. **Call to Order**
- II. **Recognition of Visitors**
- III. **Special Recognitions** (20 minutes)
  - GCSEF Character Ed Students
  - GHS ACT 30+ students
  - Tusculum College Math Winners
  - Microsoft Academy Scholars
- IV. **Approval of Agenda**
- V. **Consent Agenda** (5 minutes)
  - A. Consideration of Approving Minutes of April 27, 2023 Board Meeting Steve Starnes
  - B. Consideration of Accepting Personnel Report Melissa Batson, Chief Human Resources Officer
  - C. Consideration of Approving Board Policy Revisions (2nd Reading) Steve Starnes, Dr. Suzanne Bryant, Beverly Miller, Ellen Lipe, Melissa Batson, and Jeff Townsley
  - D. Consideration of Approving Board Policy Revisions - No Changes (1st Reading) Steve Starnes, Ellen Lipe, Dr. Suzanne Bryant, Beverly Miller, Melissa Batson, and Jeff Townsley
  - E. Consideration of Approving School Trip Request Steve Starnes
  - F. Consideration of Acceptance of the TVA EnergyRight Grant and the Learning Environment Grant for Highland Elementary School Steve Starnes

VI. **Action Items**

- A. Consideration of Accepting April 2023 Financial Statements (5 minutes) Ellen Lipe, CPA
- B. Consideration of Approving 2023-2024 General Purpose Budget (5 minutes) Ellen Lipe, CPA
- C. Consideration of Approving Board Policy Revisions - 1st Reading (5 minutes) Steve Starnes, Dr. Suzanne Bryant, Beverly Miller, Ellen Lipe, Melissa Batson, and Jeff Townsley
- D. Consideration of Approval to Amend the 2024 GHS Graduation Date on the 2023-24 Calendar (5 minutes) Steve Starnes
- E. Consideration of Approving Purchase of Student Computing Devices for GMS Students in Grades 6-8 (5 minutes) Beverly Miller
- F. Consideration of Approving Purchase of Maintenance Vehicle (5 minutes) Beverly Miller
- G. Consideration of Approving Purchase of ENA Replacement Phones (5 minutes) Beverly Miller
- H. Consideration of Approving Work Based Learning Teacher Job Description (5 minutes) Dr. Suzanne Bryant
- I. Consideration of Approval to Join the Frantz Law Group's Social Media Litigation to Pursue Damages on Behalf of Public Entities (5 minutes) Steve Starnes

VII. **Director's Report** (5 minutes)

VIII. **Adjournment**

**OFFICIAL MINUTES OF THE  
GREENEVILLE CITY BOARD OF EDUCATION  
April 27, 2023**

The Greeneville City Board of Education met in Regular session on April 27, 2023, at the Greene Technology Center. Members in attendance were **Present:** Pam Botta (Board Member), Crystal Hirschy (Board Member), Cindy Luttrell (Chair), Josh Quillen (Treasurer), Dr. Craig Shepherd (Vice-Chair), and Asher Rogers (Student Board Representative). Others in attendance included Steve Starnes, Director of Schools; several administrative personnel; and media representatives. The Chair called the meeting to order and welcomed all in attendance.

**BUSINESS TRANSACTED**

**I. Call to Order**

**II. Recognition of Visitors**

**III. Special Recognition**

• **SCOPE Students**

- On March 7, 2023, Tennessee School Board Association (TSBA) hosted the 2023 Student Congress on Policies in Education (SCOPE) conference, which brings together 9th-12th grade students from across the state to discuss current topics in education. Participants explored education issues through mock school board meetings, group discussions, and debate with their peers.
- Participants were Greeneville High School students: Libby Whitehouse, Hank Hope, Jackson Lampe, and Xari Roots.

• **CER Teachers**

- Comprehensive Educational Resources project (CER). CER is an educational consortium that currently serves 30 school districts in Northeast Tennessee. CER is a collaboration between these school districts and The Niswonger Foundation. CER is governed by the superintendents of each participating district. Currently CER has been working on Math, Science and Social Studies. Two hundred teachers serve on 40 curriculum teams for CER.
- Greeneville City Schools Teachers recognized for their participation:
  - Dr. Adrienne Rose – Greeneville High School
  - Dr. April Leonard- Greeneville High School
  - Kim Francis – Greeneville High School
  - Lynette Hill -EastView Elementary

**IV. Approval of Agenda**

It was recommended to approve the Agenda as presented. Board approval was unanimous on a motion from Botta (Board Member) and a second from Hirschy (Board Member).

**V. Consent Agenda**

It was recommended to approve the Consent Agenda as presented. Board approval was unanimous on a motion from Quillen (Treasurer) and a second from Shepherd (Vice-Chair).

**A. Consideration of Approving Minutes of March 28, 2023, Board Meeting**

Minutes of the March 28, 2023, Board meeting were unanimously approved as presented. A copy is on file in the Director of Schools' office.

**B. Consideration of Accepting Personnel Report**

Board approval was unanimous for acceptance of the changes in personnel since the March report. A copy of the report is attached to the minutes.

**C. Consideration of Approving Board Policy Revisions (2nd Reading)**

During routine review, it was determined that either revisions or no changes were required in the below policies. Copies of these policies are attached to the minutes.

- 1.106 Code of Ethics
- 1.107 Board Member Conflict of Interest
- 1.108 Nepotism
- 1.200 Method of Election of Officers
- 1.201 Duties of Officers
- 2.801 Petty Cash Accounts
- 2.804 Expenses and Reimbursements
- 2.806 Bids and Quotations
- 3.100 Business Management Goals
- 3.200 Buildings and Grounds Management
- 3.201 Safety
- 4.100 Instructional Program
- 4.200 Curriculum Development
- 4.405 Employee-Developed Materials
- 5.500 Discrimination.Harassment of Employees
- 5.501 Complaints and Grievances
- 5.502 Complaints About School Personnel
- 5.600 Staff Rights & Responsibilities
- 5.601 Staff Conflict of Interest
- 6.200 Attendance
- 6.400 Promoting Student Welfare

- 6.402 Physical Examinations and Immunizations
- 6.403 Student Communicable Diseases
- 6.404 Acquired Immune Deficiency Syndrome
- 6.405 Medicines
- 6.408 Supervision of Students
- 6.409 Reporting Child Abuse
- 6.4001 Student Surveys, Analyses, and Evaluations
- 6.4031 Pediculosis (Head Lice)
- 6.4051 Glucagon, Diazepam, Gel (Diastat), Diazepam Nasal Spray (Valtoco) and Midazolam
- 6.4052 Opioid Antagonist
- 6.4081 Safe Relocation of Students

**D. Consideration of Approving Board Policy Revisions - No Changes (1st Reading)**

- 1.202 Duties of Board Members
- 1.203 New Member Orientation
- 1.204 Board Member Development Opportunities
- 1.205 Board-Director Relations
- 1.300 Board Committee
- 1.301 Executive Committee
- 1.302 School Attorney
- 1.303 Consultants
- 1.400 School Board Meetings
- 1.401 Public Hearings
- 1.402 Notification of Meetings
- 1.403 Agendas
- 2.404 School Support Organizations
- 2.808 Purchase Orders and Contracts
- 2.900 Student Activity Funds Management
- 4.400 Textbooks and Instructional Materials
- 4.501 School Volunteers
- 4.606 Graduation Activities
- 4.804 Religious Content of Courses
- 5.602 Time Schedules and Extra Duty
- 5.604 Overtime Pay
- 5.605 Staff Gifts and Solicitations
- 5.606 Political Activities
- 5.607 Non-School Employment
- 5.608 Tutoring for Pay
- 6.410 Emergency Contact Information
- 6.411 Student Wellness
- 6.412 Emergency Allergy Response Plan
- 6.413 Prevention and Treatment of Sports Related Concussions

6.414 Prevention and Treatment of Sudden Cardiac Arrest

6.415 Student Suicide Prevention

**E. Consideration of Approving Disposal of Surplus (Nutrition)**

GCS Board Policy 2.403 gives the Greeneville Board of Education the authority to declare district property that is no longer useful nor necessary as surplus and to authorize the disposal of such equipment, books, or materials. The Board unanimously approved the disposal of the surplus.

**F. Consideration of Approving Fiscal Year 2023 Federal Projects Budget Amendment #3**

Budget Amendments are made periodically throughout the year to more accurately reflect anticipated revenues, expenditures, timing of expenditures, and grant award allocations. The amendment allows for updated federal grant allocations and carryover for fiscal year 2023. The Board unanimously approved the fiscal year 2023 federal projects budget amendment #3. A copy of the amendment is on file in the Chief Financial Officer's office.

**VI. Action Items**

**A. Consideration of Accepting March Financial Statements**

Chief Financial Officer Ellen Lipe presented the March 2023 financial statements to the Board for acceptance. Lipe stated that local revenue collected year-to-date through March is \$7,233,047, which is 87.2% of the total budgeted projection. The amount collected year-to-date is \$47,700 more than during the same time period last year. This reflects an actual percentage change of 0.66% compared to last year. The district has 592 tuition students as of April 12, 2023. The Federal General-Purpose Financial Report showed that encumbrances comprise \$475,597 year-to-date. Copies of the financial statements are on file in the Chief Financial Officer's office.

It was recommended to approve the March 2023 financial statements. Board approval was unanimous on a motion from Hirschy (Board Member) and a second from Shepherd (Vice-Chair).

**B. Consideration of Approving 2022-2023 General Purpose Budget Amendment #2**

Budget Amendments are made periodically throughout the year to more accurately reflect revenues and expenditures. This Amendment Accomplishes the Following Objectives: (1) Budgets Estimated BEP Growth Funding of \$217,000 (2) Budgets \$15,591 from PDC Reserve for new PDC Office Chairs (3) Parent Payments for LEGO Trip: \$3,470 (4) Public Entity Partners Grants for Transportation Software: \$4,000 (5) CMTA Boxlight Panel Reimbursement: \$3,500 (6) Miscellaneous Refunds: \$2,939 (7) GHS Awning Repair Reimbursement- Delivery Driver Damage: \$1,075 (8) Family Resource Center

Donations: \$5,450 (9) Family Resource Center Reserves Spent: \$3,143 (10) Joseph and Mary Project Reserve Expenditures: \$2,059 (11) Sale of Supplies and Materials: \$727 (12) To Remove NIET Math Implementation Grant from General Purpose: \$69,250.

It was recommended to approve the amendment as presented. Board approval was unanimous on a motion from Hirschy (Board Member) and a second from Quillen (Treasurer).

**C. Consideration of Equipment Purchase (Nutrition)**

The Greeneville City Schools Nutrition Department requested the purchase of:

- Dishwasher for Hal Henard Elementary School. This is a Sourcewell Contract #063022-SES. The cost for this equipment is \$73,150.01. A grant was awarded from the state of Tennessee for this purchase.
- Deep fryer for Greeneville High School. This is a Sourcewell Contract #063022-SES. The cost for this equipment is \$41,847.00.
- New refrigeration system for GHS for the walk-in freezer and the walk-in cooler. This includes removal of old components and installing new refrigeration systems with steel racks for the condensers. The cost for replacement and installation is \$33,268.35. This is a Sourcewell Contract #063022-SES.

It was recommended to approve the purchase of the nutrition equipment. Board approval was unanimous on a motion from Shepherd (Vice-Chair) and a second from Quillen (Treasurer).

**D. Consideration of Approving Tuition Free Program at Highland Elementary**

Per policy 6.204, the tuition-free program at Highland Elementary School is to be reviewed annually.

Beginning with the 2015-2016 school year, the Board authorized a tuition-free program for Highland Elementary School. The Board will evaluate the parameters and effectiveness of the "tuition-free" program annually to determine its continuation.

Students accepted into this tuition-free program who meet the criteria of attendance, behavior, and academic progress will be allowed to attend Highland tuition free through the fifth (5th) grade, regardless of the continuation of accepting new students into the tuition-free program after the Board review in 2022. Families who are on Highland tuition free status through fifth grade will be required to pay the appropriate tuition rates upon their student entering Greeneville Middle School in the sixth grade.

Admittance to Highland Elementary during the tuition free program will be based on space and program availability in each grade per year and all other parameters of this policy will apply, except those pertaining to tuition payment.

The program currently has 21 students participating at Highland Elementary, and 16 students are enrolled at Greeneville Middle School.

It was recommended to approve the tuition free program at Highland Elementary. Board approval was unanimous on a motion from Hirschy (Board Member) and a second from Shepherd (Vice-Chair).

## **VII. Director's Report**

Starnes thanked and recognized:

- Student Congress on Policies in Education (SCOPE) participates who represented Greeneville High School at the conference. Starnes also thanked Kevin Goltra, GHS Teacher, and Keaton Johnson, Niswonger Care Advisor, for serving as chaperones.
- Dr. Leonard, Dr. Rose, and Mrs. Francis from Greeneville High School and Mrs. Hill from Eastview Elementary for sharing their time, talents, and expertise as part of the Comprehensive Educational Resources curriculum team.
- Karen Wilhoit, GCS School Nutrition Coordinator, for receiving an eighty-thousand-dollar grant to go toward the purchase of the dishwasher approved for Hal Henard Elementary.
- Greeneville City School Assistant Principals, Dr. Daisy Shepherd, Brad Woolsey, Andy McCall, and Kim Cook, in honor of National Assistant Principals week which occurred earlier this month.
- Greeneville City schools received notification last week that the Innovative Schools Model grant has been approved for Greeneville High School and Greeneville Middle School. This grant represents \$1 million dollars for GHS and \$500K for GMS over 3.5 years. Starnes thanked Dr. Bryant, Beverly Miller, DeAnna Martin, Daisy Shephard, Aaron Flanary, Rachel Adams, Andy McCall, Aundrea Gunter, Kim Gass, Jennifer Schroeck, David Pauley, Melissa Babb, and Nathan Hale for all their work and innovative thinking in creating our plan.

Starnes reported that TN Ready testing is in full swing and is going smoothly from a process standpoint. The district is receiving reports from our elementary principals that students in 3<sup>rd</sup> grade are experiencing increased stress and anxiety due to the 3<sup>rd</sup> grade retention law. While the legislature did amend the law slightly during the recently completed legislative session, those changes will not go into effect until the summer of 2024. Therefore, we will be operating under the current

law as written in TCA 49-6-3115 and State Board of Education Rule 0520-01-03-.16.

The Greeneville City Schools Personnel Awards Ceremony will be on May 24, 2023, beginning at 12:30 pm at the Greene County Fairgrounds.

Greeneville City Schools Budget Workshop is scheduled for May 8, 2023, beginning at 5:00 pm in the KLCO PDC.

The joint meeting with the Greeneville City Council has been rescheduled for Wednesday May 10, 2023, beginning at 5 pm in the KLCO PDC.

**VIII. Adjournment**

It was recommended to adjourn the meeting. Board approval was unanimous on a motion from Shepherd (Vice-Chair) and a second from Quillen (Treasurer). The meeting was adjourned at approximately 7:55 p.m.

Respectfully submitted,

---

Cindy Luttrell, Chair

---

Steve Starnes, Director of Schools

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <h2 style="text-align: center;">Duties of Board Members</h2>	Descriptor Code: <b>1.202</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>1.202</b>	Adoption Date: <b>12/14/17</b>

- 1 The duties of an individual board member shall be as follows:
- 2 1. To take the oath to discharge faithfully the duties of the office;<sup>1</sup>
  - 3 2. To participate in State-mandated board training;<sup>2</sup>
  - 4 3. To recognize that the Board is required to comply with the Open Meetings Law<sup>3</sup> and that the
  - 5 Board only has authority to make decisions at official board meetings;
  - 6 4. To understand that board members will receive information that is confidential per state or
  - 7 federal law and cannot be shared;
  - 8 5. To adhere to the Boardsmanship Code of Conduct; and
  - 9 6. To adhere to the Greeneville City Schools Board of Education Code of Ethics.<sup>4</sup>

---

Legal References

1. TCA 49-2-202(b)
2. TCA 49-2-202(a)(6); TRR/MS 0520-01-02-.11
3. TCA 8-44-102 *et seq.*
4. TCA 8-17-103

---

Cross References

- Role of the Board of Education 1.101  
 Boardsmanship Code of Conduct 1.2021  
 Code of Ethics 1.106  
**Board Member Conflict of Interest 1.107**

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>New Member Orientation</b>	Descriptor Code: <b>1.203</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>1.203</b>	Adoption Date: <b>12/14/17</b>

1 It shall be the responsibility of the Director of Schools to provide to each new board member:

- 2 1. A copy of the Board's *Policy Manual*;
- 3
- 4 2. Applicable portions of the *Tennessee Code Annotated* outlining the duties and
- 5 responsibilities of the Board and the Director of Schools;
- 6
- 7 3. Minutes of the Board meetings for the previous year; and
- 8
- 9 4. Other appropriate materials which will acquaint the new member with the operation of the
- 10 school system and board service.

11 An orientation for new board members shall be conducted no later than thirty (30) days after new

12 board members take office. The Chair of the Board and the Director of Schools shall arrange and plan

13 for such an orientation.

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Board Member Development Opportunities</b>	Descriptor Code: <b>1.204</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>1.204</b>	Adoption Date: <b>12/14/17</b>

1 Board members shall participate in activities designed to improve their skills as members of a policy-  
2 making body. In order to accomplish this, the following shall occur:

- 3 1. An annual calendar of school board conferences, conventions and workshops shall be  
4 maintained by the board secretary and provided to each board member in order to ensure  
5 compliance with the requirements for professional development.<sup>1</sup> The Board shall identify  
6 which meetings should be attended and the benefits thereof;  
7
- 8 2. Funds for participation at such meetings shall be budgeted on an annual basis. The Board  
9 as a whole shall retain the authority to approve or disapprove the participation of members  
10 in planned activities;  
11
- 12 3. Reimbursement to board members for their travel expenses shall only be made for pre-  
13 approved travel;  
14
- 15 4. When a conference, convention or workshop is not attended by the full Board, those  
16 participating will be requested to share information, recommendations and materials  
17 acquired at the meeting; and  
18
- 19 5. The public shall be kept informed through the news media about the Board's continuing in-  
20 service education and about the programs anticipated for short- and long-range benefits to  
21 the schools.

22 The Board regards the following as the kinds of activities and services appropriate for development  
23 opportunities:

- 24 1. Participation in school board conferences, workshops and conventions held by the State ~~and~~  
25 ~~National School Boards Associations~~;
- 26 2. Local and district-sponsored training sessions for board members; and  
27
- 28 3. Subscriptions to publications addressing the concerns of board members.  
29

---

Legal References

1. TCA 49-2-202(a)(6)

---

Cross References

- Board Self-Evaluation 1.103
- Memberships 1.104
- School Board Legislative Involvement 1.105
- School District Goals 1.700
- School Calendar 1.800
- Expenses and Reimbursements 2.804

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Board-Director Relations</b>	Descriptor Code: <b>1.205</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>1.205</b>	Adoption Date: <b>01/25/18</b>

- 1 The Board shall be responsible for specifying its requirements and expectations of the Director of
- 2 Schools and then holding the Director of Schools accountable by evaluating how well those
- 3 requirements and expectations have been met. In turn, the Director of Schools shall be responsible for
- 4 specifying requirements and expectations for all administrators who report to him/her and then holding
- 5 each accountable by evaluating how well requirements and expectations have been met.
  
- 6 The Board shall approve an annual budget with major categories and line items as well as develop a
- 7 policy manual for the operations of schools. The Director of Schools shall develop forms and
- 8 procedures to comply with the approved budget and implement board policies.

---

Cross References

Role of the Board of Education 1.101  
 Administrative Procedures 1.601  
 Evaluation of the Director of Schools 5.803

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Board Committees</b>	Descriptor Code: <b>1.300</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>1.300</b>	Issued: <b>09/23/99</b>

1 The Board shall operate without standing committees, except for the executive committee; however,  
2 special committees composed of board members may be appointed by the Chair at the direction of the  
3 Board and as the needs of the Board shall require.<sup>1</sup> Special committees shall:

- 4 1. Consist of less than a quorum of board members;
- 5 2. Serve in an advisory capacity only;
- 6
- 7 3. Serve no longer than the annual organization meeting of the Board unless reappointed to  
8 finish a designated task;
- 9 4. Hold Meetings in accordance with the Open Meetings law;<sup>2</sup> and
- 10
- 11 5. Make reports directly to the Board.

12 Such committees shall be discharged when the work is finished or earlier by a majority vote of the  
13 entire Board.

---

#### Legal References

1. TCA 49-2-205
2. TCA 8-44-101 *et seq.*

---

#### Cross References

Duties of Officers 1.201  
School Board Meetings 1.400  
Public Hearings 1.401

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Executive Committee</b>	Descriptor Code: <b>1.301</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>1.301</b>	Adoption Date: <b>02/26/19</b>

1 The Chair of the Board and the Director of Schools shall constitute the executive committee of the  
 2 Board,<sup>1</sup> with the Chair of the Board serving as the Chair of the executive committee.<sup>2</sup> The duties shall  
 3 be:<sup>1</sup>

- 4 1. To prepare an agenda for each meeting of the Board;
- 5
- 6 2. To prepare the annual budget on forms furnished by the Commissioner of Education, to be  
 7 submitted to the Board for its approval;<sup>3</sup>
- 8
- 9 3. To meet at the office of the Director of Schools as often as necessary to perform the duties  
 10 required;
- 11
- 12 4. To advertise for bids and let contracts authorized by the Board;
- 13
- 14 5. To serve as the purchasing agent for the Board;
- 15
- 16 6. To examine all accounts authorized by the Board and ensure that the approved budget is not  
 17 exceeded;
- 18
- 19 7. To submit for approval at each regular meeting of the board a full report of all business  
 20 transacted since the last regular meeting; and
- 21
- 22 8. To transact any other business assigned to the committee by the Board.

---

Legal References

1. TCA 49-2-206
2. TCA 49-2-205(3)
3. TCA 49-2-203(a)(9)(A)(i)

---

Cross References

- Duties of Officers 1.201
- Agendas 1.403
- Annual Operating Budget 2.200
- Purchasing 2.805
- Credit Cards 2.8051
- Bids and Quotations 2.806
- Payment Procedures 2.810
- Director of Schools' Duties 5.802

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>School Attorney</b>	Descriptor Code: <b>1.302</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>1.302</b>	Adoption Date: <b>02/26/19</b>

- 1 The Board shall employ legal counsel to represent the Board in legal matters which arise concerning
- 2 the school system.<sup>1</sup>

---

## Legal References

1. TCA 49-2-203(b)(5)

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Consultants</b>	Descriptor Code: <b>1.303</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>1.303</b>	Adoption Date: <b>02/26/19</b>

1 The Board may engage the services of qualified professional consultants.

2 Before engaging any consultant, the Board will require submission of a written proposal which can be  
3 incorporated into a contract or purchase order if deemed necessary by the Board. The proposal will  
4 detail:

5 1. The specific objectives to be accomplished by the consultant;

6

7 2. The specific tasks to be performed;

8

9 3. The procedures to be used in carrying out the tasks;

10

11 4. The target dates for the completion of tasks; and

12

13 5. The method to be used to report results to the Board and/or to deliver any product to the Board.

14 The Director of Schools will establish procedures necessary to develop an efficient working  
15 relationship between the consultant and the Board and/or staff members.

---

#### Cross References

Bids and Quotations 2.806

Purchase Orders and Contracts 2.808

Estimating Facility Costs 3.209

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>School Board Meetings</b>	Descriptor Code: <b>1.400</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>1.400</b>	Adoption Date: <b>03/19/19</b>

1 The Board will transact all business at official meetings which may be either regular or special.

2 Every meeting of the Board shall be open to the public, except for those meetings in which the law allows  
3 closed sessions.<sup>1</sup> Open meetings will be physically accessible to all students, employees, and interested  
4 citizens.<sup>2</sup>

5 The Board may restrict the recording of board meetings via camera, camcorder or other photographic  
6 equipment when such recording creates a threat to public safety and welfare or impedes the conducting  
7 of efficient and orderly public meetings.<sup>3</sup>

## 8 **REGULAR MEETINGS**

9

10 Regular meetings of the Board shall be held on the fourth Tuesday of each month. The Board will  
11 continue to hold joint meetings on the fourth Thursday of the month (quarterly).

12

13 Regular meetings may be rescheduled by the Chair if necessary due to holidays or other calendar  
14 constraints.

## 15 **SPECIAL MEETINGS**

16

17 The Board shall hold such special meetings as necessary to transact the business of the Board. Such  
18 meetings shall be called by the Chair whenever, in the Chair's judgment, the interests of the schools  
19 require it, or when requested to do so by a majority of the Board.<sup>4</sup>

20

21 Only business related to the call of the meeting and details related to agenda items shall be discussed  
22 or transacted by the Board at a special meeting.

## 23 **ELECTRONIC ATTENDANCE<sup>5</sup>**

24

25 Absent board members may attend a regular or special meeting by electronic means if the member is  
26 absent because of work, a family emergency, or the member's military service. If a board member is  
27 absent due to military service, he/she may participate electronically as often as he/she is able to do so.  
28 However, a board member may not participate electronically more than two (2) times per year for  
29 absences due to work and/or family emergencies.

30

### 31 *General Requirements*

32

33 The following requirements apply to all electronic attendance, regardless of the reason for the member's  
34 absence:

- 1 1. A quorum of the Board must be physically present at the meeting in order for any member to
- 2 attend electronically.
- 3 2. Any member wishing to participate electronically must do so using technology which allows
- 4 the Chair to visually identify the member.
- 5 3. The responsibility for the connection lies with the member wishing to participate electronically.
- 6 No more than three (3) attempts to connect shall be made unless the Board chooses to make
- 7 additional attempts.
- 8

#### 9 *Work-Related Absence*

10 The following requirements apply to electronic attendance due to a work-related absence:

- 11 1. The board member must be absent from the county due to work.
- 12
- 13 2. The member wishing to participate must give the Chair and Director of Schools at least five (5)
- 14 days' notice prior to the meeting of the member's desire to participate electronically.
- 15

#### 16 *Family Emergency*

17 The following requirements apply to electronic attendance due to a family emergency:

- 18 1. The member must be absent due to the hospitalization of the member or the death or
- 19 hospitalization of the member's spouse, father, mother, son, daughter, brother, sister, son-in-law,
- 20 daughter-in-law, grandchild, stepson, stepdaughter, father-in-law, mother-in-law, brother-in-law,
- 21 or sister-in-law.

---

#### Legal References

1. TCA 8-44-102; TCA 49-6-804(b)
2. 28 CFR § 36.201(a); 36.202
3. Tenn. Att'y Gen. Op. No. 95-126 (December 28, 1995)
4. TCA 49-2-202(c)(1)
5. TCA 49-2-203(c)

---

#### Cross References

- School Board Legal Status and Authority 1.100  
 Board Committees 1.300  
 Notification of Meetings 1.402  
 Appearances Before the Board 1.404  
 Section 504 and ADA Grievance Procedures 1.802

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Public Hearings</b>	Descriptor Code: <b>1.401</b>	Revision Date: <b>05/15/23</b>
		Rescinds: <b>1.401</b>	Adoption Date: <b>03/19/19</b>

1 The Board may hold public hearings in the following circumstances:

- 2 1. When a licensed employee is dismissed during a contract period, that licensed employee shall be  
3 entitled to a hearing, upon written request;<sup>1</sup>
- 4 2. When a parent/guardian contests the school assignment of his/her child;<sup>2</sup> and/or
- 5 3. When the Board deems it to be in the public interest.

6 Any individual(s) requesting a hearing before the Board will make such request in writing stating the  
7 purpose of the hearing, the action desired, and, in the case of contesting a school assignment, the specific  
8 reasons for requesting the transfer. All requests for hearings must be received by the Board or Director  
9 of Schools within the time limit prescribed by law for that category of hearing.

---

#### Legal References

1. TCA 49-2-203(a)(6); TCA 49-2-301(EE)(i); TCA 49-5-512
2. TCA 49-6-3201

---

#### Cross References

Board Committees 1.300  
Appeals To and Appearances Before the Board 1.404  
Separation Practices for Tenured Teachers 5.200  
Separation Practices for Non-Tenured Teachers 5.201

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Notification of Meetings</b>	Descriptor Code: <b>1.402</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>1.402</b>	Adoption Date: <b>09/22/15</b>

- 1 The Board shall ensure adequate public notice<sup>1</sup> of all regular meetings by publishing a complete
- 2 schedule for the entire school year. This schedule shall be posted in the central office, each school, on
- 3 the school system's website and sent to the president of the local education association.<sup>2</sup>
  
- 4 In the event of a special board meeting, notice shall be provided at least forty-eight (48) hours prior to
- 5 the meeting and shall be posted in the same locations and in the same manner as regular board
- 6 meetings. All notices of special board meetings shall state the time, place, and purpose of the meeting.
  
- 7 The only exception permitted is in the case of an emergency, defined for this policy as a sudden,
- 8 generally unexpected occurrence or set of circumstances demanding immediate action. In such
- 9 exceptions, notice shall be given to all appropriate parties as is practical.

---

Legal References

1. TCA 8-44-103
2. TCA 49-2-202(c)(1)

---

Cross References

School Board Meetings 1.400

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Agendas</b>	Descriptor Code: <b>1.403</b>	Revision Date: <b>05/15/23</b>
		Rescinds: <b>1.403</b>	Adoption Date: <b>09/23/99</b>

1 The Board Chair and Director of Schools shall be responsible for developing an agenda for each board  
2 meeting. Any board member may place items on the agenda for discussion. The particular order may  
3 vary from meeting to meeting in keeping with the business at hand.

4 For a regular board meeting, the agenda (which shall include the consent agenda), together with  
5 supporting materials, shall be distributed to board members at least three (3) days prior to the  
6 scheduled date of the meeting. The agenda shall be available for public inspection and/or distribution  
7 when it is distributed to the board members. At the beginning of each meeting, the Board shall, by a  
8 majority vote, approve the agenda for the meeting which may involve the addition or deletion of items  
9 previously included on the agenda. The Board, however, shall not revise board policies or adopt new  
10 ones unless such action has been scheduled.

11 Staff members or citizens of the district may suggest items for the agenda.

12 For items to be considered on the agenda, they must be received in the Director of Schools' office ten  
13 (10) days prior to the scheduled date of the meeting. The person(s) requesting an item on the agenda  
14 shall forward any background information to the Director of Schools' office so that the material will be  
15 included in the delivery to the board members prior to the meeting.

## 16 **CONSENT AGENDA**

17 While developing the agenda, the Chair and Director of Schools shall identify routine or non-  
18 controversial items to be placed on the consent agenda which shall become a part of the regular  
19 agenda. If any member objects to including an item on the consent agenda, that item shall be moved to  
20 the regular agenda as an action item requiring discussion. The remaining consent items shall be  
21 adopted in a single vote without discussion.

## 22 **TIMED AGENDA**

23 The executive committee shall assign a sufficient amount of time for each item on the agenda.

## 24 **ANNUAL AGENDA**

25 At the beginning of each fiscal year, the Board shall adopt an annual planning calendar, stating month-  
26 by-month actions required by law and those required to carry out the Board's annual goals. In addition,  
27 the annual agenda shall designate dates to review designated sections of the board policy manual and  
28 to evaluate progress of programs for student achievement.

---

Cross References

Duties of Officers 1.201

Executive Committee 1.301

Appeals to and Appearances Before the Board 1.404

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>School Support Organizations</b>	Descriptor Code: <b>2.404</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>2.404</b>	Adoption Date: <b>03/20/14</b>

## 1 INTRODUCTION

2 Only a group or organization that has entered into a written cooperative agreement with the Board may  
3 use the name, mascot, or logo of a school or the school district to solicit or raise money, materials,  
4 property, securities, services, or other things of value.<sup>1</sup>

5 A civic organization operating concessions or parking at school-sponsored events is not a school support  
6 organization subject to this policy.

## 7 REPORTING AND RECORDS

8 The Director of Schools or ~~his/her~~ designee shall annually post a list of organizations that are recognized  
9 as school support organizations on the school district's web site.

10 Any forms, annual reports, or financial statements submitted shall be open to public inspection as a  
11 public record.

## 12 PROCEDURES

13 The Director of Schools or his/her designee shall create procedures to oversee the relationship between  
14 the Board and any school support organization. These procedures shall include, at a minimum, the  
15 following:

16 1. Any agreement between the Board and a school support organization shall be in writing and  
17 signed by the Director of Schools or ~~his/her~~ designee and an authorized agent of the school  
18 support organization seeking authorization. This agreement shall contain, at a minimum, the  
19 following provisions:

20 a. An agreement to abide by any policies and procedures regarding school support  
21 organizations; and,

22 b. An agreement to indemnify the Board, the Director of Schools and all other agents of the  
23 local education agency for the actions of the school support organization.

24 2. Prior to entering into any agreement, a school support organization shall submit the following to  
25 the Director of Schools or his/her designee:<sup>2</sup>

26 a. Documentation confirming the school support organization's status as a nonprofit  
27 organization, foundation, or a chartered member of a nonprofit organization or  
28 foundation;

- 1           b. A written statement of the goals and objectives of the group or organization;
- 2           c. The **Principal primary** contact's telephone and address, as well as the telephone number,  
3           address, and position of each officer of the group or organization; and,
- 4           d. A copy of the school support organization's written policy specifying reasonable  
5           procedures for accounting, controlling, and safeguarding any money, materials, property,  
6           securities, services, or other things of value collected or disbursed by it.
- 7        3. The Director of Schools shall designate a date prior to the beginning of the regular school year  
8        for the school support organization to submit a form to the Director or **his/her** designee which  
9        verifies the information previously provided by the school support organization is correct or, if  
10       the information is no longer correct, that date shall be the deadline for any corrections.<sup>3</sup>
- 11       4. The school support organization shall abide by all applicable Federal, State and local laws,  
12       ordinances and regulations in its activities.
- 13       5. The school support organization shall maintain a copy of its charter, bylaws, minutes, and  
14       documentation of its recognition as a nonprofit organization.
- 15       6. The school support organization shall maintain financial records for a period of at least four (4)  
16       years.
- 17       7. The school support organization shall operate within the applicable standards and guidelines set  
18       by a related state association, if applicable, and shall not promote, encourage or acquiesce in any  
19       violation of student or team eligibility requirements, conduct codes, or sportsmanship standards.
- 20       8. The school support organization's officers shall ensure that school support organization funds  
21       are safeguarded and are spent only for purposes related to the stated goals and objectives of the  
22       organization.
- 23       9. The school support organization shall obtain the approval of the Director of Schools or **his/her**  
24       designee before undertaking any fundraising activity. The Director or **his/her** designee shall  
25       consider, at a minimum, the following when approving or denying a request by a school support  
26       organization to engage in a fundraising activity:<sup>4</sup>
  - 27           a. Whether the fundraising activity, as scheduled, conflicts with the fundraising activity of  
28           the school district or an individual school within that district; and
  - 29           b. Whether the fundraising activity is consistent with the goals and mission of the school or  
30           school district.
- 31       10. The school support organization shall provide access to all books, records, and bank account  
32       information for the school support organization to **the Director of Schools, Chief Financial**  
33       **Officer, officials of the local school** Board, local school Principal, or auditors of the Office of the  
34       Comptroller of the Treasury upon request.

1 11. A school representative cannot act as a treasurer or bookkeeper for a school support organization  
 2 or be a signatory on the checks for a school support organization. A majority of the voting  
 3 members of any school support organization board should not be composed of school  
 4 representatives.<sup>5</sup>

5 The Director of Schools or his/her designee may enact procedures to suspend or revoke the authorization  
 6 of any school support organization for a failure to abide by the policies and procedures regarding school  
 7 support organizations.

## 8 OPERATION OF A SCHOOL BOOKSTORE

9 The Principal of a school may enter into an agreement with a recognized school support organization for  
 10 the operation of a bookstore located on school grounds, which makes direct sales to students and ~~staff~~  
 11 ~~members faculty~~, pursuant to procedures promulgated by the Director of Schools. These procedures shall  
 12 provide, at a minimum, the following:

- 13 1. One hundred percent (100%) of the profits of the operation of the bookstore are used for support  
 14 of the school; and
- 15 2. The school support organization provides the school with the relevant collection documentation  
 16 ~~that would have been required~~ pursuant to ~~the provisions of~~ state law.<sup>6</sup>

17 The Director of Schools or ~~his/her~~ designee may provide such other procedures and forms as he or she  
 18 deems necessary.

## 19 CONCESSIONS AND PARKING

20 The Principal of a school may agree to allow an authorized school support organization to operate and  
 21 collect money for a concession stand or parking at a related school academic, arts, athletic, or social  
 22 event on school property without the prior approval of the Director of Schools or ~~his/her~~ designee. Any  
 23 money payable to the school pursuant to the agreement with the Principal will be considered school  
 24 support ~~group organization~~ funds and not student activity funds if the school support organization  
 25 provides the school with the relevant collection documentation required by the student activity funds  
 26 manual produced by the State.

---

### Legal References

1. TCA 49-2-604(a)
2. TCA 49-2-604(b)(1)
3. TCA 49-2-604(b)(1)(B)
4. TCA 49-2-604(b)(2)
5. TCA 49-2-604(g)
6. TCA 49-2-110

---

### Cross References

- Student Activity Funds Management 2.900  
 Fundraising Activities 2.601

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Purchase Orders and Contracts</b>	Descriptor Code: <b>2.808</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>2.808</b>	Adoption Date: <b>09/25/18</b>

## 1 *General*

2 All purchases of one hundred dollars (\$100.00) or more made by the District, including student activity  
3 funds, shall be by purchase order ~~or formal contract~~, and no purchase of one hundred dollars (\$100.00)  
4 or more shall be made nor payment approved unless covered by an approved purchase order.

5 Purchase orders will include the following essentials:

- 6 1. A specification which adequately describes to the supplier the characteristics and the quality  
7 standards of the item required;
- 8 2. A firm, quoted, net delivered price, whenever possible; and
- 9 3. Approval of Principal at the school level; Chief Financial Officer and Department Head at the  
10 District level.

11 Contracts shall be made only with responsible suppliers with the following considerations:

- 12 1. The supplier has the potential ability to perform successfully under the terms and conditions of a  
13 proposed procurement;
- 14 2. A system for contract administration shall be maintained to assure supplier conformance with  
15 terms, conditions, and specifications of the contract or purchase order, and to assure adequate  
16 and timely follow-up of all purchases;
- 17 3. Contracts shall contain such provisions or conditions which will allow for administrative,  
18 contractual, or legal remedies in instances where suppliers violate or breach contract terms, and  
19 provide for such sanctions and penalties as may be appropriate; and
- 20 4. All contracts, including those of individual schools, will meet all requirements of state and federal  
21 laws, ~~rules, and regulations.~~<sup>+</sup>

---

### Legal References

1. TCA 49-2-203(a)(3); *Tennessee Internal School Uniform Accounting Policy Manual*, Section 5-10; TCA 49-2-206(b)(3)

---

### Cross References

Consultants 1.303  
Purchasing 2.805  
Requisitions 2.807  
Credit Cards 2.8051  
Conflict of Interest 5.601

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Student Activity Funds Management</b>	Descriptor Code: <b>2.900</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>2.900</b>	Adoption Date: <b>05/21/18</b>

1 *Individual Schools*

2 The activity funds of each school shall include athletic and student organization funds and any other  
3 fund belonging to any student group, class, or activity.

4 Whatever the source, all student activity funds shall be under the jurisdiction of the Board and under the  
5 specific control of the Principal. Contracts with fundraising agencies must comply with Board policy  
6 and be approved in writing by the Director of Schools or designee.

7 Principals and/or sponsors who knowingly authorize/allow unapproved fundraising activities shall be  
8 subject to disciplinary action.<sup>1</sup>

9 Student activity funds shall be deposited in respective school activity accounts. Proper records of receipts  
10 and disbursements shall be maintained in accordance with the *Tennessee Internal School Uniform*  
11 *Accounting Policy Manual*.<sup>2</sup>

12 Revenue raised for specific purposes must be expended for that purpose unless otherwise authorized in  
13 writing by both the activity group sponsor and the Principal.<sup>3</sup>

14 An annual audit of the account and records of all student activity funds shall be conducted as a part of  
15 the audit of all other District funds.<sup>4</sup>

16 Any unencumbered class or activity funds automatically revert to the general activity fund of the school  
17 when a class graduates or an activity is discontinued.

18 Funds derived from activities sponsored by parent-teacher associations, parent-teacher organizations,  
19 or other support organizations are not subject to this policy unless such funds are in sole custody of the  
20 school.<sup>5</sup> Such organizations shall comply with the provisions of state law.<sup>6</sup>

---

Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Sections 4-31, 4-32
2. TCA 49-2-110(d); *Tennessee Internal School Uniform Accounting Policy Manual*, Section 5-2 through 5-9
3. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-1 through 4-3
4. TCA 49-2-112(a)
5. TCA 49-2-110(f)
6. TCA 49-2-601 through 611

---

Cross References

Revenues 2.400  
School Support Organizations 2.404  
Deposit of Funds 2.500  
Fundraising Activities 2.601  
Accounting System 2.700  
Audits 2.703  
Gifts 6.710

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Textbooks and Instructional Materials</b>	Descriptor Code: <b>4.400</b>	Revision Date: <b>05/15/23</b>
		Rescinds: <b>4.400</b>	Issued: <b>05/17/21</b>

## 1 *General*

2 All classrooms shall be equipped with the textbooks and instructional materials needed to provide quality  
3 learning experiences for students in accordance with state law.<sup>1</sup> The Board shall provide a wide range of  
4 textbooks and instructional materials that cover all levels of difficulty, generate critical thinking, and  
5 support the educational programs.

6 One of the objectives of the total curriculum is to reduce stereotyping and to eliminate bias on the basis  
7 of race, color, religion, sex, national origin, and disability. Instructional materials shall reflect the cultural  
8 and racial diversity which is present in the United States as well as the variety of careers, roles, and  
9 lifestyles open to women and men.

## 10 **SELECTION<sup>2</sup>**

11 The responsibility to select textbooks and instructional materials, as recommended by the State Textbook  
12 Commission, rests with the local textbook selection committees, subject to approval by the Board. Use  
13 of textbooks and instructional materials not on the list approved by the State Textbook Commission is  
14 permissible if the Board submits a waiver to the State Board of Education and such waiver is approved.

15 The Director of Schools shall establish a procedure for providing citizens of the community with an  
16 opportunity to examine proposed textbooks and instructional materials prior to their final adoption,<sup>3</sup>  
17 including public notice of the time and location at which textbooks and instructional materials may be  
18 examined. Once approved by the Board, the Director of Schools shall post the list of all approved  
19 textbooks and instructional materials on the school district's website and send a copy of the list to the  
20 Commissioner of Education.<sup>2</sup>

## 21 **DISTRIBUTION**

22 The Director of Schools shall designate an employee to be responsible for the purchase and distribution  
23 of textbooks and instructional materials in each school. Students shall receive these items at no cost.

## 24 **CARE OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS<sup>4</sup>**

25 Textbooks and instructional materials are property of the Board and shall be returned at the end of the  
26 school year, upon completion of the course, or upon withdrawal from a course or school.  
27 Parent(s)/guardian(s) are to sign an agreement stating they shall be responsible for the textbooks and  
28 instructional materials received and used by their children. The Director of Schools shall be responsible  
29 for developing an administrative procedure regarding the replacement of lost or damaged textbooks and  
30 instructional materials.

## 1 **REVIEW OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS**<sup>3</sup>

2 A list of textbooks and instructional materials shall be revised annually by principals under the direction  
3 of the Director of Schools.

4 Upon request, parent(s)/guardian(s) shall have the ability to inspect any textbooks and instructional  
5 materials including, but not limited to, teaching materials, handouts, and tests that are developed by  
6 and graded by their child's teacher.

7 The Director of Schools shall develop procedures for the inspection of materials and distribute these  
8 procedures to each principal.

---

### Legal References

1. TCA 49-6-2207; TCA 49-2-203(a)(3)
2. TCA 49-6-2207(c), (e), (f); TCA 49-6-2202(d);  
TRR/MS 0520-01-18-.02
3. 20 USCA § 1232h(a); TCA 49-6-7003
4. TCA 49-3-310(1)(B); TRR/MS 0520-01-02-.16(2)

---

### Cross Reference

Revenues 2.400  
Surplus Property- 2.403  
[Reconsideration of Instructional Materials and Textbooks  
Library Materials](#)  
— 4.403  
Controversial Materials 4.801  
Student Fees and Fines 6.709

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <h2 style="text-align: center;">School Volunteers</h2>	Descriptor Code: <b>4.501</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>4.501</b>	Adoption Date: <b>09/23/99</b>

- 1 All volunteers must be approved by the principal and shall serve under the supervision and direction of
- 2 the professional personnel of the school to which they are assigned. Volunteers shall assist professional
- 3 personnel. They may not teach, but they may reinforce skills taught by the professional staff.
  
- 4 The principal or designee shall identify appropriate tasks for volunteers and shall be responsible for
- 5 planning and conducting orientation programs and regular in-service training sessions.
  
- 6 Volunteers shall serve without compensation but shall be insured by the Board against loss or damage
- 7 in the performance of their duties.<sup>1</sup>
  
- 8 The principal shall ensure that appropriate recognition of volunteer services is made annually.
  
- 9 The Director of Schools shall develop procedures to require the appropriate background checks for
- 10 volunteers.<sup>2</sup>

---

Legal References

1. TCA 29-20-310(e)
2. TCA-49-5-413(g)

---

Cross References

Visitors to the Schools 1.501  
 Safety 3.201  
 Background Investigations 5.119

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Graduation Activities</b>	Descriptor Code: <b>4.606</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>4.606</b>	Adoption Date: <b>04/26/18</b>

1 Students who have met graduation requirements<sup>1</sup> on the day of graduation, are expected, but not required,  
2 to participate in graduation activities. If extenuating circumstances exist, the matter shall be presented  
3 to the Board prior to graduation activities.

4 Students who complete their work at the end of three (3) years following entrance in ninth (9th) grade  
5 or three (3) years in addition to summer sessions may receive a high school diploma in the formal  
6 graduation exercises at the end of the third year.

7 Students who do not wish to participate in graduation activities shall notify the school principal in writing  
8 at least five (5) days prior to the day of graduation. Non-participating students shall receive their  
9 diplomas or certificates from the principal's office within one (1) week of the day of graduation.

10 Graduation apparel shall be determined by the administration of each school and shall be the personal  
11 expense of each student. Any fees required for graduation shall be waived for students who are eligible  
12 to receive free or reduced-price lunches, and in such cases, the school shall assume responsibility for  
13 payment of fees.<sup>2</sup>

14 Graduation shall be physically accessible to all students, their parent(s)/guardian(s), and other interested  
15 citizens.<sup>3</sup>

16 There shall be no sponsorship of a baccalaureate service or other activity which is religious in nature by  
17 the Board or its employees, and no school funds, including paid staff time, will be used for such  
18 activities.<sup>4</sup>

19 Graduation activities organized by District employees shall not be religious in nature.<sup>4</sup> The content of  
20 any students' speeches shall not reflect the endorsement, sponsorship, position, or expression of the  
21 school, employees, or Board.

22 The Director of Schools or designee shall develop procedures to ensure that students are recognized at  
23 graduation for the following achievements:<sup>5</sup>

- 24 • Honors;
- 25 • State Honors;
- 26 • State Distinction;
- 27 • District Distinction;
- 28 • Tri-Star Scholar;
- 29 • Students receiving a TN Seal of Biliteracy;

- 1 • Students voluntarily completing at least ten (10) hours of community service each semester the
- 2 student is in attendance at a public high school;
- 3 • Students receiving a gold or platinum medal on National Career Readiness Certificate; and
- 4 • Students graduating with a district-developed work ethic distinction.

---

Legal References

1. TCA 49-6-405(b)(2)
2. TCA 49-2-114
3. 28 CFR § 36.201
4. *Lee v. Weisman*, 505 U.S. 577(1992), 112 S. Ct. 2649, 120 L. Ed. 2d 467 (1992)
5. State Board of Education Policy 2.103; TCA 49-6-6010

---

Cross References

Section 504 & ADA Grievance Procedures 1.802  
Student Fees and Fines 6.709

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Religious Content of Courses</b>	Descriptor Code: <b>4.804</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>4.804</b>	Adoption Date: <b>08/23/16</b>

1 Educational content which consists of religious themes shall be presented in a factual, objective, and  
 2 respectful manner in accordance with the following guidelines:

- 3       1. Religious themes may be a part of the curriculum for school-sponsored activities and programs,  
 4       provided it is essential to the learning experience in the various fields of study and is presented  
 5       objectively;
- 6       2. The inclusion of religion shall be for educational purposes only;<sup>1</sup>
- 7       3. The emphasis on religious themes should be only as extensive as necessary for a balanced and  
 8       comprehensive study of the curriculum. Such studies shall never be used to proselytize, establish,  
 9       foster, or demean any particular religion, religious tenets, or beliefs;<sup>1</sup> and
- 10      4. Student-initiated expressions to questions or assignments which reflect their beliefs or non-  
 11      beliefs about a religious theme shall be accommodated.

---

Legal References

1. TCA 49-6-1005(a)

---

Cross References

Staff Rights & Responsibilities 5.600

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Time Schedules and Extra Duty</b>	Descriptor Code: <b>5.602</b>	Revision Date: <b>05/15/23</b>
		Rescinds: <b>5.602</b>	Adoption Date: <b>08/25/11</b>

1 *Professional Personnel*

## 2 **DAILY SCHEDULES**

3 Teachers shall be on duty at least seven and one-half (7 1/2) clock hours each day, including a duty-free  
4 lunch period and additional time as the administrative organization requires.<sup>1</sup> Additional time is  
5 interpreted to include faculty meetings, in-service programs, committee meetings, general meetings,  
6 conferences, school-sponsored activities, and other extra duties before and after school.

## 7 **EXTRA DUTIES**

8 Extra duties shall be fairly distributed among the staff.

9 At least one (1) principal or teacher must be on the school grounds when a bus arrives and at least one  
10 (1) teacher must remain after the close of the school day until all buses depart.

## 11 **PLANNING TIME**

12 Teachers shall be allotted a duty-free planning period of two and one-half (2 1/2) hours each week to  
13 provide time for planning, preparation for effective teaching and attention to major program  
14 improvement.<sup>2</sup>

## 15 **LEAVING CLASSROOM**

16 Teachers shall not be called from their classroom or work area while students are under their immediate  
17 supervision for any purpose other than an emergency concerning the teacher's immediate family,  
18 property, or for purposes as deemed by the principal.

## 19 **NON-CERTIFIED PERSONNEL**

20 The school system shall comply with the Fair Labor Standards Act (FLSA) Wage and Hour Regulations  
21 as administered by the U.S. Department of Labor. Actual hours worked are to be reported by each  
22 employee. No employee shall be at the job location unless so directed by the immediate supervisor.

## 23 **WORK WEEK DEFINED**

24 Working hours for all employees not exempted under the Fair Labor Standards Act,<sup>3</sup> including  
25 secretaries, bus drivers, cafeteria, janitorial, and maintenance personnel, will conform to federal and state

1 regulations. The Director of Schools will ensure that job positions are classified as exempt or non-exempt  
2 and that employees are made aware of such classifications. Supervisors will make every effort to avoid  
3 circumstances which will require non-exempt employees to work more than forty (40) hours each week.  
4 For purposes of compliance with the Fair Labor Standards Act, the workweek for school district  
5 employees will be 12:00 a.m. Saturday until 11:59 p.m. Friday.  
6

## 7 **WORK SCHEDULES**

8 Supervisors shall prepare a daily work schedule for both school and non-school months. The daily  
9 schedule includes the time to begin work, lunch time and ending time.

10 Each employee is required to work according to ~~his/her~~ **their** schedule unless there is an emergency.  
11 When an emergency arises, the immediate supervisor shall be notified as soon as possible.

12 All authorized overtime or time-on-the-job-location not within the scheduled time must be approved  
13 by the immediate supervisor before the overtime occurs.<sup>4</sup>

## 14 **TIME RECORDS REQUIRED**

15 Each employee covered by the FLSA Wage and Hour Law shall keep a time record of *actual hours*  
16 *worked* in the system's designated time keeping program.

## 17 **LUNCH PERIODS AND BREAKS**

18 All hourly employees working six (6) or more consecutive hours a day are covered by the Tennessee  
19 Wage Regulation Act and shall have at least a thirty (30) minute lunch period (paid or unpaid). Under  
20 the FLSA Wage and Hour Law, all hourly employees shall be allowed two (2) fifteen-minute breaks  
21 with pay. During a scheduled lunch period, the employee shall be relieved of all duties of any nature.

## 22 **EMPLOYEE ACKNOWLEDGMENT**

23 All content of this policy shall be included in the annual employee handbook. Employees are required  
24 to acknowledge receipt of the handbook on an annual basis and at the time of hire either electronically  
25 or in hard copy (if requested).

## 26 **ATTENDANCE EXPECTATIONS**

27 All employees are expected to be present during all work hours. Absence without prior approval,  
28 chronic absences, habitual tardiness, or abuses of designated working hours are all considered neglect  
29 of duty and will result in disciplinary action up to and including dismissal.

---

Legal References

1. TRR/MS 0520-01-02-.31(5)
2. TRR/MS 0520-01-02-.31(6); TCA 49-1-302(e)(2)
3. 29 CFR 553.20—23
4. 29 CFR § 541.100—101, 200, 204, 300, 303

---

Cross References

School Day 1.801  
Curriculum Development 4.200  
Reporting Student Progress 4.601  
In-Service and Professional Learning Opportunities 5.113

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term:  <h2 style="text-align: center;">Overtime Pay</h2>	Descriptor Code: <b>5.604</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>5.604</b>	Adoption Date: <b>04/25/19</b>

1 The Board expects that employees will work in excess of standard hours when requested. When work  
 2 in excess of standard hours is required, non-exempt employees will be compensated for the  
 3 unscheduled hours worked.<sup>1</sup>

4 Overtime is defined as hours physically worked in excess of forty (40) hours per week. When a non-  
 5 exempt employee is requested to work over regularly scheduled hours, the following shall apply:

6 *Unscheduled Hours*

- 7 1. Hours worked over the scheduled hours must be approved by the immediate supervisor prior  
 8 to work being performed.
- 9 2. Principals or supervisors shall make every effort to adjust daily schedules when possible  
 10 to prevent non-exempt employees from working over their regularly scheduled hours (flex-time).

11 *Compensatory Time and Overtime Pay*

- 12 1. All supervisory personnel must monitor overtime on a weekly basis.
- 13 2. In lieu of overtime compensation, non-exempt employees may receive compensatory time of a rate  
 14 of not less than one and one-half (1.5) hours for one (1) hour of overtime worked, if such  
 15 compensatory time is (1) pursuant to an agreement between the employer and employee  
 16 reached before overtime work is performed and (2) is authorized by the immediate supervisor.  
 17 Non- exempt employees whose workweek is more than thirty-five (35) hours, but less than forty  
 18 (40) hours may be paid at either the regular rate of pay for time worked up to forty (40) hours or  
 19 earn “other compensatory time” at a straight time rate. Such employees shall be provided overtime  
 20 pay or compensatory time as provided if working more than forty (40) hours in a workweek.
- 21 3. Employees will be allowed to use compensatory time within a reasonable period after requesting  
 22 such use if the requested use of the compensatory time does not unduly disrupt the operation of the  
 23 school division. Employees may accrue a maximum of 240 compensatory time hours before they  
 24 will be provided overtime pay at a rate earned by the employee at the time the employee receives  
 25 such payment. In addition, upon leaving the school division, an employee must be paid for any  
 26 unused compensatory time. The supervisor must approve compensatory time off.
- 27 4. If it is determined by the immediate supervisor that compensatory time cannot be granted within  
 28 the forty (40) hour pay period or without severe disruption of the operation of the facility,  
 29 overtime may be authorized. Time and one-half (1 ½) shall be paid for all hours physically worked  
 30 in excess of forty (40) in a week.
- 31 5. Overtime pay shall be paid for all hours worked over forty (40) hours per week.
- 32 6. All payment for overtime shall be processed through the payroll office.

1 *Payroll Provisions*

- 2 1. An authorization for overtime payment must be submitted by the immediate supervisor.  
3 2. Payment for overtime will be included in the paycheck for the period immediately following the  
4 one in which it was earned.

5 *Discipline*

- 6 1. Persons who have been assigned to work overtime, whether voluntary or mandatory, shall be  
7 expected to report to work as scheduled.  
8 2. Failure to report shall subject an employee to disciplinary procedures as specified for any other  
9 non-appearance for a regularly scheduled work time.  
10 3. Employees shall be released from mandatory overtime, without fear of discipline, when they  
11 can provide a reasonable excuse such as the following:  
12 a. Personal family emergency;  
13 b. Personal or family health maintenance;  
14 c. Important family function; weddings, etc.

15 If there is doubt concerning the employee's sincerity in offering such an excuse, the burden of proof  
16 will rest with the employee.

---

Legal References

1. 29 CFR § 541.100-101, 200, 204, 300, 303

---

Cross References

Time Schedules & Extra Duty 5.602

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Staff Gifts and Solicitations</b>	Descriptor Code: <b>5.605</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>5.605</b>	Adoption Date: <b>03/21/02</b>

## 1 **GIFTS**

2 Employees shall not accept gifts from students unless the gifts are of token value only.

3 Individual employees of the school system will refrain from giving gifts to staff members who exercise  
4 administrative or supervisory jurisdiction over them, either directly or indirectly. The collection of  
5 money for group gifts is discouraged except in special circumstances such as bereavement, serious  
6 illness, or for mementos at retirement.

7 Employees of the school system are prohibited from accepting things of material value from individuals,  
8 companies or organizations doing business with the school system. Exceptions to this policy are the  
9 acceptance of minor items which are generally distributed to all by the companies through public  
10 relations programs.

## 11 **SOLICITATIONS**

12 No organization may solicit funds from employees within the schools. Flyers or other materials related  
13 to fundraisers shall not be distributed through the schools without the written approval of the Director of  
14 Schools.

15 Employees of the school system will not be made responsible for the collection of any money or the  
16 distribution of any fundraiser materials within the schools unless such activity has the Director of  
17 School's written approval.

---

### Cross References

Advertising and Distribution of Materials in Schools  
1.806

**Gifts and Bequests 2.401**

Fundraising Activities 2.601

Vendor Relations 2.809

Staff Conflicts of Interest 5.601

Ethics 5.611

Student Gifts 6.710

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Political Activities</b>	Descriptor Code: <b>5.606</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>5.606</b>	Adoption Date: <b>03/22/01</b>

1 Employees have a right to express their views on any issue, but must in each case, make clear that the  
 2 view expressed is not the official view of the Board or school system.

3 Employees may, on their own time, campaign for or against any candidate or referendum but are  
 4 prohibited from using system owned property to engage in political activity. System owned property  
 5 includes, but is not limited to: all buildings, signage, message boards, telephonic equipment, electronic  
 6 equipment, and email accounts. Employees shall not use audio or video messages to engage in any  
 7 political promotion or solicitation during school hours.<sup>1</sup>

---

Legal References

1. TCA 49-6-2009

---

Cross References

Board-Community Relations 1.500  
 Advertising and Distribution of Materials in Schools  
 1.806

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Non-School Employment</b>	Descriptor Code: <b>5.607</b>	Revision Date: <b>05/15/23</b>
		Rescinds: <b>5.607</b>	Adoption Date: <b>06/28/01</b>

## 1 PROFESSIONAL PERSONNEL

2 A given professional position may require additional hours during evenings or other times when  
3 offices may be closed. Outside employment is regarded as employment for compensation which is not  
4 within the duties and responsibilities of the employee's regular position with the school system.

5 An employee will not perform any duties related to an outside job during ~~his/her~~ **their** regular working  
6 hours or during the additional time that the responsibilities of the position require, nor will an  
7 employee use any district facilities, equipment, or materials in performing outside work, without prior  
8 Director approval. This includes the Board's computer systems and networks and any configuration of  
9 hardware and software. The systems and networks include all of the computer hardware, operating  
10 system software, stored text and data files. This includes but is not limited to, electronic mail, local  
11 databases, externally accessed databases (such as the Internet), CD-ROM, optical media, clip art,  
12 digital images, digitized information, communications technologies, and new technologies as they  
13 become available. The Board reserves the right to have all technology resource activity monitored.

14 The Board's technology resources will be used only for learning, teaching, and administrative purposes  
15 consistent with the Board's mission and its goals. Commercial use of the Board's system is strictly  
16 prohibited.

17 When the periods of work are such that certain evenings, days, or vacation periods are duty-free, the  
18 employee may use such off-duty time for the purposes of compensation or academic work, provided all  
19 the following conditions are met:<sup>1</sup>

- 20 1. The work in no way interferes with the degree of effectiveness of ~~his/her~~ **their** work in the  
21 school system;
- 22 2. The work in no way reflects detrimentally upon the school system or its prestige;
- 23 24 3. Such outside obligations do not prevent the individual from assuming duties required by the  
25 regular position; and  
26 27
- 28 4. The individual does not receive compensation for work which is customarily within his/her  
29 regular position.

1 **NON-CERTIFIED PERSONNEL**

2 Non-Certified personnel shall not be prohibited from holding employment outside the school system so  
3 long as such employment does not interfere with regular and overtime scheduled duties for the school  
4 system.

---

Legal References

1. TCA 49-5-410

---

Cross References

Tutoring for Pay 5.608

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Tutoring for Pay</b>	Descriptor Code: <b>5.608</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>5.608</b>	Adoption Date: <b>09/23/99</b>

- 1 Any teacher may enter into an agreement with parent(s)/guardian(s) for tutoring children for a fee, but
- 2 this practice must be limited to those children whom the teacher is currently not exercising teaching,
- 3 administrative, or supervisory responsibility.<sup>1</sup>
  
- 4 School facilities may not be used for private profit.<sup>2</sup>

---

#### Legal References

1. TCA 49-5-1003(b)(11)
2. TCA 49-2-405(a)

---

#### Cross Reference

Community Use of School Facilities 3.206  
Non-School Employment 5.607

# Greeneville City Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Emergency Contact Information</b>	Descriptor Code: <b>6.410</b>	Revision Date: <b>05/15/23</b>
		Rescinds: <b>6.410</b>	Adoption Date: <b>09/23/99</b>

1 Parent(s)/guardian(s) of all students shall provide the schools with emergency contact information which  
2 shall contain the following information:

- 3 1. Location and phone numbers of parent(s)/guardian(s) during the school day; and
- 4
- 5 2. Information concerning a student's particular physical disability or medical condition.

6 The information shall be required annually and shall be kept on file in the principal's office.

7 If a student suffers an injury or becomes ill, the staff member in charge shall have the responsibility to  
8 render first aid or ensure that it is rendered. In the event of serious injury or illness to a student, the  
9 parent(s)/guardian(s) shall be notified as whether to pick up the student at school or meet the student at  
10 the hospital. If the parent(s)/guardian(s) cannot be reached, the student shall be transported to the hospital  
11 emergency room. Efforts to notify the parent(s)/guardian(s) shall continue until they are reached.

12 Principals shall inform the Director of Schools or designee immediately of any serious injuries suffered  
13 by students while under the jurisdiction of the school.

14 Parent(s)/guardian(s) who object to the guidelines contained in this policy shall submit to the Principal  
15 a written emergency plan for ~~his/her~~ their approval.

16 The Director of Schools or designee shall develop procedures to implement this policy.

---

## Cross References

Student Discrimination, Harassment,  
Bullying, Cyberbullying, and Intimidation  
6.304

---

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Student Wellness</b>	Descriptor Code: <b>6.411</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>6.411</b>	Adoption Date: <b>01/24/19</b>

1 The Board recognizes the value of proper nutrition, physical activity, and other health conscious  
2 practices and the impact that such practices have on student academic achievement, health, and well-  
3 being. In order to provide an environment conducive to overall student wellness, this policy shall be  
4 followed by all schools in the district.<sup>1</sup>

## 5 **COMMITMENT TO COORDINATED SCHOOL HEALTH**

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

## 12 **SCHOOL HEALTH ADVISORY COUNCIL<sup>2,3</sup>**

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

- 19 1. Developing, implementing, monitoring, reviewing, and as necessary, making recommendations  
20 as to physical activity and nutrition policies;
- 21 2. Ensuring 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
- 25 4. Ensuring that school level results include measures of progress on each indicator of the School  
26 Health Index.  
27  
28

29 The State Board of Education's Coordinated School Health and Physical Activity policies shall be used  
30 as guidance by the council to make recommendations. The Board will consider recommendations of  
31 the council in making policy changes or revisions.

1 Additionally, each school will have a Healthy School Team consisting of teachers, students, parents,  
2 community members, and administrators.<sup>2</sup> The Team will hold Healthy School Team meetings during  
3 the school year to assess needs and oversee planning and implementation of school health efforts. The  
4 Director of Schools/designee will ensure compliance with the school wellness policy, to include an  
5 assessment of the implementation of the wellness policy and the progress made in attaining the policy  
6 goals. The assessment will be made available to the public.

## 7 **COMMITMENT TO NUTRITION**

8 All schools within the district shall participate in the USDA child nutrition programs, which may  
9 include but not be limited to, the National School Lunch Program, the School Breakfast Program, the  
10 Summer Food Service Program, and the After School Snack Program.<sup>4,5,6</sup>

11  
12 Meals shall be accessible to all students in a non-stigmatizing manner. Students will be given adequate  
13 time to enjoy healthy meals and relax in a pleasant environment. Good nutritional habits shall be  
14 encouraged. All food including vending machines, fundraising items, and concessions must meet  
15 guidelines set forth by the Healthy, Hunger-free Kids Act, of 2010 and Smart Snacks in Schools.<sup>4,5,6</sup>  
16 The school nutrition coordinator shall be responsible for overseeing the school district's compliance  
17 with the State Board of Education Rules and Regulations for sale of food items in the school  
18 district.<sup>2,5,6</sup>

19 Bringing fast food in for students to eat during the school day is prohibited.

## 20 **DISTRICT GOALS**

21 The **school** district will promote healthy nutrition through various activities, including nutrition related  
22 newsletters, informational links on the **school** district website, healthy eating posters and bulletin  
23 boards in dining areas, and informational booths at various community functions. Nutrition education  
24 will be offered as part of a standards based program designed to provide students with the  
25 knowledge and skills needed to promote and protect their health as outlined in the State Board of  
26 Education Health Education and Lifetime Wellness Standards. Nutrition education will discourage  
27 teachers from using high fat, sugar, and sodium foods as rewards and encourage students to start each  
28 day with a healthy breakfast.

## 29 **COMMITMENT TO PHYSICAL ACTIVITY AND PHYSICAL EDUCATION<sup>7</sup>**

30 The Board recognizes that physical activity is extremely important to the overall health of a child.  
31 Schools shall support and promote physical activity. Physical activity may be integrated into any areas  
32 of the school program.

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. In addition to the school district's physical education program, non-structured physical  
37 activity periods shall be offered as required by state law.

38 Schools shall continue to offer after school sports and activities. Physical activity shall not be  
39 employed as a form of discipline or punishment.

1 **COMMITMENT TO CURRICULUM<sup>3</sup>**

2 All applicable courses of study shall be based on State-approved curriculum standards.

3 **SCHOOL HEALTH INDEX<sup>3</sup>**

4 All schools within the district shall annually administer a baseline assessment on each of the  
5 recommended School Health Index modules. Results shall be submitted to the School Health Advisory  
6 Council and reported to the Tennessee Department of Education.

7 **RECORD KEEPING COMPLIANCE**

8 The **school** district's Coordinated School Health Coordinator shall ensure that records demonstrating  
9 compliance with community involvement requirements are maintained. The Coordinated School  
10 Health Coordinator shall additionally document that the school wellness policy and triennial  
11 assessments are made available to the public.<sup>8</sup>

---

Legal References

1. TCA 49-6-1022
2. State Board of Education Policy 4.204
3. State Board of Education Policy 4.206
4. 42 USCA § 1758b
5. TRR/MS 0520-01-06
6. 7 CFR § 210; 7 CFR § 220
7. TCA 49-6-1021
8. 7 CFR § 210.31(f)

---

Cross References

Student Suicide Prevention 6.415

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Emergency Allergy Response Plan</b>	Descriptor Code: <b>6.412</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>6.412</b>	Adoption Date: <b>06/28/07</b>

1 The Director of Schools/designee shall develop and maintain an emergency allergy response plan that  
 2 meets state guidelines for managing students with life-threatening allergies. The plan shall include  
 3 measures to reduce exposure to allergens and procedures to treat allergic reactions. Components of the  
 4 plan shall include, but are not limited to; education and training of personnel, record  
 5 keeping/documentation, development and reviews of the allergy action plan, and protocols for  
 6 classrooms and cafeterias that include strategies to reduce exposure to allergens.<sup>1</sup>

7 Using the state food allergy guidelines plan as a guide, the Director of Schools/designee shall also  
 8 develop a process to identify all students with food allergies and develop and implement an  
 9 individualized health care plan (IHCP) with an allergy action plan for each specific student.<sup>2</sup>

---

Legal References

1. TCA 49-50-1602(f)
2. *Guidelines for Use of Health Care Professionals and Health Care Procedures in a School Setting*  
 (Tennessee Department of Education and Tennessee Department of Health, 2019, pg. 45)

---

Cross References

Medicines 6.405

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <h2 style="text-align: center;">Prevention and Treatment of Sports Related Concussions</h2>	Descriptor Code: <b>6.413</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>6.413</b>	Adoption Date: <b>01/26/17</b>

1 A concussion is a traumatic brain injury caused by a direct or indirect blow to the head or body. In  
 2 order to ensure the safety of students that participate in interscholastic athletics, it is imperative that  
 3 student athletes, coaches, and parent(s)/guardian(s) are educated about the nature and treatment of  
 4 sports related concussions. The Board recognizes that concussions can be a serious health issue and  
 5 should be treated as such.

6 The Board adopts the guidelines and other pertinent information and forms developed by the  
 7 Tennessee Department of Health to inform and educate coaches, school administrators, student  
 8 athletes, and parent(s)/guardian(s) of the nature, risk, and symptoms of concussions and head  
 9 injuries. These guidelines and materials may be viewed on the Department of Health's website and  
 10 shall be made available to interested parties through the Central Office.

11 This policy shall govern all activities and those individuals involved in those activities which constitute  
 12 an organized athletic game or competition against another team or in practice or preparation for an  
 13 organized game or competition. It does not govern those activities or individuals involved in those  
 14 activities which are entered into for instructional purposes only or those that are incidental to a  
 15 nonathletic program or lesson.

16 **REQUIRED TRAINING<sup>1</sup>**

17 The Director of Schools/designee shall ensure that each school's athletic director and coaches,  
 18 employed or volunteer, annually complete the *Concussion in Sports – What You Need to Know* online  
 19 course. This course may be accessed online at [www.nfhslearn.com](http://www.nfhslearn.com).

20 Prior to the annual initiation of practice or competition, the following persons ~~shall~~ **must** review and  
 21 sign a concussion and head injury information sheet approved by the Tennessee Department of  
 22 Health: the Director of Schools, licensed healthcare professionals (if appointed), each school athletic  
 23 director, and each coach, employed or volunteer.

24 In addition, prior to the annual initiation of practice or competition, all student athletes and their  
 25 parent(s)/guardian(s) shall review the concussion and head injury information sheet approved by the  
 26 Tennessee Department of Health. A form confirming this review shall be signed and returned by the  
 27 student athlete; if the athlete is eighteen (18) years of age or older; or by the student athlete's parent(s)/  
 28 guardian(s); ~~if the for~~ **if the for** athletes is younger than eighteen (18) years of age.

1 All documentation of the completion of a concussion recognition and head injury safety education  
2 course program and signed concussion and head injury information sheets shall be maintained by the  
3 Director of Schools/designee for a period of three (3) years.

4 **Removal from Athletics**<sup>12</sup>

5 Any student athlete who shows signs, symptoms and/or behaviors consistent with a concussion during  
6 an athletic activity or competition shall be immediately removed for evaluation by a licensed  
7 healthcare professional, if available, and if not, by the coach or other designated individuals.

8 No student athlete who has been removed from an athletic activity or competition due to a concussion  
9 or suspected concussion shall be allowed to return to any supervised team activities involving physical  
10 exertion, including games, competitions, or practices, until the student athlete has been evaluated by  
11 and received written clearance on forms approved by the Department of Health from a licensed health  
12 care provider for a full or graduated return. "Health care provider" means a Tennessee licensed medical  
13 doctor (M.D.), osteopathic physician (D.O.), a clinical neuropsychologist with concussion  
14 training, or a physician's assistant (P.A.) with concussion training who is a member of a health care  
15 team supervised by a Tennessee licensed medical doctor or osteopathic physician.<sup>23</sup>

16 This requirement for clearance prior to a student athlete returning to an athletic activity shall not apply  
17 if there is a legitimate explanation other than a concussion for the signs, symptoms, and/or behaviors  
18 observed.

19 The Director of Schools/designee shall ensure that all protocols approved by the Tennessee  
20 Department of Health or required by **state** law relative to the provisions of this policy are followed and  
21 implemented within each school.

---

Legal References

1. TCA 68-55-502(b)(1)(B)
2. TCA 68-55-502(b)(1)(F)
3. TCA 68-55-501

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Prevention and Treatment of Sudden Cardiac Arrest</b>	Descriptor Code: <b>6.414</b>	Revision Date: <b>05/15/23</b>
		Rescinds: <b>6.414</b>	Adoption Date: <b>01/28/16</b>

1 Sudden cardiac arrest (~~SCA~~) is a condition in which the heartbeat stops abruptly and unexpectedly,  
2 preventing blood flow to the brain, the heart, and the rest of the body. In order to ensure the safety of  
3 students that participate in interscholastic athletics, it is imperative that student athletes, coaches, and  
4 parent(s)/guardian(s) are educated about the nature and treatment of sudden cardiac arrest. The Board  
5 recognizes that sudden cardiac arrest is a serious health issue and should be treated as such.

6 The Board adopts the guidelines and other pertinent information and forms developed by the  
7 Tennessee Department of Health to inform and educate coaches, school administrators, student  
8 athletes, and parent(s)/guardian(s) of the nature, risk, and symptoms of sudden cardiac arrest. These  
9 guidelines and materials may be viewed on the Department of Health's website and shall be made  
10 available to interested parties through the Central Office.

11 This policy shall govern all activities and those individuals involved in those activities which constitute  
12 an organized athletic game or competition against another team or in practice or preparation for an  
13 organized game or competition. It does not govern those activities or individuals involved in those  
14 activities which are entered into for instructional purposes only or those that are incidental to a  
15 nonathletic program or lesson.

## 16 **REQUIRED TRAINING<sup>1</sup>**

17 The Director of Schools/designee shall ensure that each school's athletic director and coaches,  
18 employed or volunteer, annually complete the National Federation of State High School Association's  
19 *Elective Course – Sudden Cardiac Arrest* online course. This course may be accessed online at  
20 [www.nfhslearn.com](http://www.nfhslearn.com).

21 Prior to the annual initiation of practice or competition, the following persons ~~shall~~ **must** review and  
22 sign a sudden cardiac arrest information sheet approved by the Tennessee Department of Health: each  
23 school athletic director, licensed healthcare professionals (if appointed), and each coach, employed or  
24 volunteer.

25 In addition, prior to the annual initiation of practice or competition, all student athletes and their  
26 parent(s)/guardian(s) shall review the sudden cardiac arrest information sheet approved by the  
27 Tennessee Department of Health. A form confirming this review shall be signed and returned by the  
28 student athlete; if the athlete is eighteen (18) years of age or older; or by the student athlete's  
29 parent(s)/guardian(s), ~~for~~ **if the athlete is** younger than eighteen (18) years of age.

1 All documentation of the completion of a sudden cardiac arrest education course program and signed  
2 sudden cardiac arrest information sheets shall be maintained by the Director of Schools/ ~~or his/her~~  
3 designee for a period of three (3) years.

#### 4 **Removal from Athletics<sup>1</sup>**

5 Any student athlete who shows signs, symptoms, and/or behaviors consistent with sudden cardiac  
6 arrest during or after an athletic activity or competition shall be immediately removed for evaluation  
7 by a licensed healthcare professional, if available, and if not, by a coach or other designated  
8 individuals. Signs, symptoms, and/or behaviors include, but are not limited to~~;~~, passing out~~;~~, fainting~~;~~,  
9 unexplained shortness of breath~~;~~, chest pains~~;~~, dizziness~~;~~, racing heart rate~~;~~, and extreme fatigue.

10 Student athletes who have been removed from an athletic activity or competition shall not return to any  
11 supervised team activities involving physical exertion, including games, competitions, or practices,  
12 until the student athlete has been evaluated by and received written clearance on forms approved by the  
13 Department of Health from a licensed health care provider for a full or graduated return.

---

#### Legal References

1. TCA 68-6-101 *et seq.*

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Student Suicide Prevention</b>	Descriptor Code: <b>6.415</b>	Reviewed Date: <b>05/15/23</b>
		Rescinds: <b>6.415</b>	Issued: <b>08/23/16</b>

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

## 6 **PREVENTION<sup>1</sup>**

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 Director of Schools. The training shall include,  
9 but not be limited to, identification of risk factors, warning signs, intervention and response  
10 procedures, referrals, and postvention.

11 The Director of Schools shall identify a district suicide prevention coordinator responsible for planning  
12 and coordinating the implementation of this policy. Each Principal shall designate a school suicide  
13 prevention coordinator to act as a point of contact in each school for issues relating to suicide  
14 prevention and policy implementation.

## 15 **INTERVENTION<sup>1</sup>**

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

20 Upon notification, the Principal/~~or~~ designee shall ensure the student is placed under adult supervision.  
21 Emergency medical services shall be contacted immediately if an in-school suicide attempt occurs. The  
22 Principal/~~or~~ designee shall contact the Director of Schools/~~or~~ designee as soon as practicable.

23 Prior to contacting the student's parent/guardian, the Director of School/~~or~~ designee shall determine if  
24 there could be further risk of harm resulting from parent/guardian notification. If parent/guardian  
25 notification could result in further risk of harm or endanger the health or well-being of the student, then  
26 local law enforcement and the Department of Children's Services shall be contacted.<sup>2</sup>

1 If appropriate, the Director of Schools/designee shall contact the student's parent/guardian and provide  
2 the following information:

- 3 1. Inform the parent/guardian that there is reason to believe the student is at imminent risk of  
4 suicide;
- 5  
6 2. Assure the parent/guardian that the student is currently safe or inform the parent/guardian that  
7 emergency medical services were contacted;
- 8  
9 3. Ask the parent/guardian whether ~~he/she is~~ **they are** aware of the student's mental state;
- 10  
11 4. Ask the parent/guardian whether ~~he/she~~ **they** wishes to obtain or ~~has~~ **have** obtained mental  
12 health counseling for the student; and
- 13  
14 5. Provide the names of community mental health counseling resources, if appropriate.

15 The Director of Schools/~~or~~ designee shall seek parental permission to communicate with outside  
16 mental health care providers regarding a student. If the student is under the age of **eighteen (18)** and  
17 the parent/guardian refuses to seek appropriate assistance, the Director of Schools/designee shall  
18 contact the Department of Children's Services.<sup>2</sup>

19 The Director of Schools/~~or~~ designee shall document the contact with the parent/guardian by recording:

- 20 1. ~~The~~ **Time** and date of the contact;
- 21  
22 2. ~~The~~ **Individual** contacted;
- 23  
24 3. ~~The~~ **Parent/guardian's** response; and
- 25  
26 4. Anticipated follow-up.

27 The Director of Schools/~~or~~ designee shall ensure the student is under adult supervision until a  
28 parent/guardian or other authorized individual accepts responsibility for the student's safety.

29 Prior to a student returning to school, the Director of Schools/~~or~~ designee and/or Principal shall meet  
30 with the student's parent/guardian and student, if appropriate. The parent/guardian shall provide  
31 documentation from a mental health care provider stating that the student has received care. The  
32 Principal shall identify an employee to periodically check in with the student to ensure the student's  
33 safety and address any problems with re-entry.

#### 34 **POSTVENTION<sup>1</sup>**

35 Immediately following a student suicide death, the Crisis Team shall meet and implement the ~~C~~**risis**  
36 ~~M~~**management P**lan. At a minimum, the ~~C~~**risis M**anagement ~~P~~**lan** shall address the following:

- 37 1. Verification of death;
- 38

- 1        2. Preparation of postvention response to include support services;
  - 2
  - 3        3. Informing faculty and staff of a student death;
  - 4
  - 5        4. Informing students that a death has occurred; and
  - 6
  - 7        5. Providing information on the resources available to students.
- 8        The Crisis Team shall work with teachers to identify the students most likely to be impacted by the
- 9        death in order to provide additional assistance and counseling if needed. Additionally, staff and faculty
- 10       shall immediately review suicide warning signs and reporting requirements. The Director of Schools/
- 11       ~~of~~ designee shall be responsible for all media inquiries.

---

Legal References

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

---

Cross References

Board-Media Relations 1.502  
Crisis Management 3.203  
In-Service and Professional Learning Opportunities 5.113  
Student Discrimination, Harassment, Bullying, Cyber-  
bullying and Intimidation 6.304  
Promoting Student Welfare 6.400  
Student Wellness 6.411

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>English Learners</b>	Descriptor Code: <b>4.207</b>	Reviewed Date: <b>06/22/23</b>
		Rescinds: <b>4.207</b>	Adoption Date: <b>04/25/19</b>

1 If the inability to speak and understand the English language excludes a student from effective  
2 participation in the educational programs offered by the district, the district shall take reasonable actions  
3 to provide the student equal access to its programs. Students who are English learners (“EL”) shall be  
4 identified, assessed, and provided appropriate services. No ~~child-student~~ shall be admitted to or excluded  
5 from any program or extracurricular activity based on the student’s surname or EL status.<sup>1</sup>

6 The Director of Schools shall evaluate the effectiveness of the district’s language assistance programs  
7 to ensure EL students will acquire English proficiency and the ability to participate in the standard  
8 instructional program within a reasonable period of time.

## 9 ENGLISH LANGUAGE INSTRUCTION PROGRAM

10 The Board directs the administration to develop and implement language instruction programs that:<sup>2</sup>

- 11 1. Appropriately identify EL students in a timely, valid, and reliable manner-;
- 12 2. Determine the appropriate instructional environment for EL students-;
- 13 3. Provide EL students with a language assistance program that is educationally sound and proven  
14 successful-;
- 15 4. Annually assess the English proficiency of EL students and monitor the progress of students in  
16 order to determine their readiness for standard instructional program-; and
- 17 5. Monitor the progress of students that have exited the EL program-;

## 18 PARENTAL NOTIFICATION<sup>3</sup>

19 Parents of EL students shall be given notice of, and information regarding, the instructional program  
20 within the first thirty (30) days of the school year, or within the first two (2) weeks of a student being  
21 placed in a language instruction educational program (LIEP). At a minimum, the notice will include the  
22 following:<sup>3</sup>

- 23 1. The reason for identifying the child as an EL student;
- 24 2. The student’s level of English language proficiency, including how the level was assessed, and  
25 the status of the student’s academic achievement;
- 26 3. Methods of instruction used in the program, methods of instruction in other available programs,  
27 and how they differ;

- 1 4. How the program meets the educational strengths and needs of the student, and how the program  
2 will help the student reach English language proficiency and meet academic standards;
- 3 5. Program exit requirements, rate of transition to a standard instructional program classroom, and  
4 expected rate of high school graduation;
- 5 6. How the program meets the goals of an EL student with an IEP; and
- 6 7. Information on the parents' right to withdraw the student from the program or choose another  
7 program or method of instruction if available.
- 8 Parent and family engagement will be encouraged, and parents will be regularly apprised of their child's  
9 progress.<sup>4</sup>

---

#### Legal References

1. Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 1112(e)(3)(D); TRR/MS 0520-01-19
2. Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 3113(b)(3)(B); TRR/MS 0520-01-19
3. Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 1112(e)(3)(A); TRR/MS 0520-01-19
- ~~1. Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 1112(e)(3)(C); TRR/MS 0520-01-19~~  
~~Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 1112(e)(3)(D); State Board of Education Policy 3.207~~
- ~~2. Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 3113(b)(3)(B); State Board of Education Policy 3.207~~
- ~~3. Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 1112(e)(3)(A); State Board of Education Policy 3.207~~
4. Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 1112(e)(3)(C); State Board of Education Policy 3.207

---

#### Cross Reference

Parent and Family Engagement 4.502

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Field Trips/Excursions/Competitions</b>	Descriptor Code: <b>4.302</b>	Revised Date: <b>06/22/23</b>
		Rescinds: <b>4.302</b>	Adoption Date: <b>12/12/19</b>

## 1 *General*

2 The Board encourages field trips, excursions, and competitions when the experiences are an integral part  
3 of the school curriculum and contribute to the Board's desired educational goals.

4 The Director of Schools shall develop procedures for submitting, reviewing, and approving requests for  
5 field trips, excursions, and competitions. Any request that requires students to travel out of state or stay  
6 overnight requires prior Board approval.

## 7 **INDEPENDENTLY PLANNED TRIPS**

8 Trips privately planned by school district employees, acting outside the scope of their employment, are  
9 not authorized by the school district.

10 These trips are not approved by the Board and are not considered a part of the curriculum. Total  
11 responsibility for privately planned trips rests with the chaperone(s) as well as with the  
12 parent(s)/guardian(s) of the students participating in the trip. The following restrictions shall apply:

- 13 1. Board funds or resources shall not be used;
- 14
- 15 2. School district materials shall not be used;
- 16
- 17 3. The Board shall not assume any liability;
- 18
- 19 4. Employees are not authorized to act on behalf of the school district;
- 20
- 21 5. Recruitment efforts made by an employee shall not occur during the instructional school  
22 day; and
- 23
- 24 6. Absences caused by participation in privately planned trips shall be considered unexcused.

---

### Cross References

Advertising and Distribution of Materials in the Schools 1.806  
Special Use of School Vehicles 3.402  
Extracurricular Activities 4.300  
Attendance 6.200

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Parent and Family Engagement</b>	Descriptor Code: <b>4.502</b>	Reviewed Date: <b>06/22/23</b>
		Rescinds: <b>4.502</b>	Adoption Date: <b>04/25/19</b>

## 1 GENERAL EXPECTATIONS FOR PARENT ENGAGEMENT

2 The Board is committed to increasing and ensuring the involvement of parents and other family  
3 members in the education of students.

4 The Board shall implement the following as required by federal or state laws or regulations:<sup>1</sup>

- 5 1. The school district shall annually work with parents in evaluating and potentially revising the  
6 provisions of this policy in improving the quality of schools. Such an evaluation shall strive to  
7 identify any barriers to greater participation by parents (with particular attention to parents who  
8 are economically disadvantaged, are disabled, have limited English proficiency, have limited  
9 literacy, or are of any racial or ethnic minority background).
- 10 2. The school district shall provide the coordination, technical assistance, and other necessary  
11 support to assist individual schools with planning and implementing parental involvement  
12 activities.
- 13 3. The school district shall involve parents with the development of required educational or  
14 improvement plans.
- 15 4. The school district shall coordinate and integrate parental involvement strategies with those  
16 associated with other federal or state programs.
- 17 5. The school district shall put into operation activities and procedures for the involvement of  
18 parents in all of its schools.<sup>2</sup> Those programs, activities, and procedures will be planned and  
19 operated with meaningful consultation with parents.
- 20 6. The school district shall ensure that activities and strategies are implemented to support this  
21 policy and included in the district plan.
- 22 7. The district improvement plan shall include strategies for parental participation in the district's  
23 schools which are designed to improve parent and teacher cooperation in such areas as  
24 homework, attendance, discipline, and higher education opportunities for students.
- 25 8. The district plan shall include procedures to enable parents to learn about the course of study of  
26 their children and have access to all learning materials.
- 27 9. The district plan shall identify opportunities for parents to participate in and support classroom  
28 instruction in the school. Such opportunities include, but are not limited to, organizing

1 fundraising activities, volunteering as a field trip chaperone, assisting in the library, computer  
2 lab, or on the playground, offering after-school clubs, and recycling clothes.

3 10. If the school district's plan is not satisfactory to parents, the school district shall submit parental  
4 comments regarding the plan to the State Department of Education as required.

5 11. The school district shall ensure Title I schools are in compliance with the *Every Student*  
6 *Succeeds Act*.

7 The Director of Schools shall develop and implement any procedures necessary to accomplish the  
8 goals of this policy.

## 9 **SCHOOL LEVEL POLICY**

10 Each school shall submit to the Director of Schools and the Board, for review and comment, its Title I  
11 school parent involvement policy which must meet state and federal requirements, including a school-  
12 parent compact. This school level policy shall be developed jointly with and distributed to parents of  
13 participating students. A copy of these documents shall be retained in the district office and made  
14 available on the school's (if applicable) and school district's website.

## 15 **SUPPORT FOR PROGRAM**

16 If the Title I allocation is \$500,000 or more to the school district, then at least one percent (1%) of that  
17 allocation shall be reserved for the purpose of promoting parent involvement. Parents of students  
18 participating in the Title I programs shall be consulted on the use of these funds.

## 19 **FAMILY-SCHOOL PARTNERSHIPS<sup>1</sup>**

20 Families and community members should be engaged in the education of students based on the  
21 following standards:

- 22 1. Families are welcomed into the school community;
- 23 2. Families and school staff should engage in regular and meaningful communication about  
24 student learning;
- 25 3. Families and school staff should work together to support student learning and development;
- 26 4. Families are informed and encouraged to be advocates for students;
- 27 5. Families are full partners in the decisions that affect children and families; and
- 28 6. Community, civic, and business resources are made available to strengthen school programs,  
29 family practices, and student learning.

---

Legal References

1. Every Student Succeeds Act, Pub.L. 114-95, Dec. 10, 2015, 129 Stat. 1802; State Board of Education Policy 4.207; TCA 49-2-305; 20 USCA § 6318
2. TCA 49-6-7001

---

Cross References

English Learners 4.207  
Homeless Students 6.503

# Greeneville City Board of Education

/Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Staff-Student Relations</b>	Descriptor Code: <b>5.610</b>	Revision Date: <b>06/22/23</b>
		Rescinds: <b>5.610</b>	Adoption Date: <b>09/27/01</b>

1 Staff members shall maintain professional relationships with students at all times and develop  
2 wholesome and constructive relationships with them. Staff members shall be expected to regard each  
3 student as an individual and to accord each student the rights and respect that is due.

4 Staff members shall promote a learning environment that encourages fulfillment of each student's  
5 potential in regard to ~~his/her~~ **their** program, consistent with district goals and with optimal opportunities  
6 for students. This goal may be reached by adapting instruction to individual needs, by:

- 7 1. Insisting on reasonable standards of scholastic accomplishment for all students;
- 8 2. Creating a positive atmosphere in and out of the classroom;
- 9 3. Extending courtesy and respect to students; and
- 10 4. Treating all students with consistent fairness.<sup>1</sup>

11 Staff members shall use good judgment in their relationships with students beyond their work  
12 responsibilities and/or outside the school setting and shall avoid excessive informal and social  
13 involvement with individual students. Any appearance of impropriety shall be avoided. Sexual  
14 relationships between employees and students shall be prohibited.<sup>1,2</sup>  
15

16 **The Director of Schools/designee shall develop administrative procedures to implement this policy.**  
17

---

#### Legal References

1. TCA 49-5-1003
2. TCA 39-13-506; TCA 39-13-527

---

#### Cross References

Staff Rights & Responsibilities 5.600  
Ethics 5.611  
Student Discrimination, Harassment, Bullying, Cyber-  
bullying, and Intimidation 6.304  
**Reporting Child Abuse and Neglect** 6.409

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Ethics</b>	Descriptor Code: <b>5.611</b>	Revision Date: <b>06/22/23</b>
		Rescinds: <b>5.611</b>	Adoption Date: <b>09/23/99</b>

1 An effective educational program requires the services of ~~men and women~~ individuals of integrity, high  
2 ideals and human understanding. To maintain and promote these essentials, all employees are expected  
3 to maintain high standards in their school relationships. These standards include the following:

- 4 1. The maintenance of just and courteous professional relationships with students,  
5 parent(s)/guardian(s), staff members and others;
- 6 2. The maintenance of their own efficiency and knowledge of the developments in their fields of  
7 work;
- 8 3. The transaction of all official business with the properly designated authorities of the school  
9 system;
- 10 4. The establishment of friendly and intelligent cooperation between the community and the school  
11 system;
- 12 5. The representation of the school system on all occasions that the contributions of the school  
13 system to the community are recognized;
- 14 6. The welfare of children is the first concern of the school system when placing professional  
15 personnel. The use of pressure on school officials for appointments or transfers is unethical;
- 16 7. Restraint from using school contacts and privileges to promote partisan politics, sectarian  
17 religious views, or selfish propaganda of any kind;
- 18 8. The responsibility to make any criticism of other staff members or of the school system directly  
19 to the particular school administrator who has the administrative responsibility for improving the  
20 situation and then to the Director of Schools, if necessary; and
- 21 9. The proper use and protection of all school properties, equipment, and materials.  
22

23 Beginning July 2018, it is required that all certified teachers be trained on the Teacher Code of Ethics  
24 on an annual basis.<sup>1</sup> Training shall consist of a full understanding of the Teacher Code of Ethics;  
25 including but not limited to, what constitutes unethical conduct and breach of the Teacher Code of  
26 Ethics.<sup>2</sup>

---

Legal References

1. TCA 49-5-1007
2. TCA 49-5-1006

---

Cross References

- Code of Ethics 1.106  
Staff Rights & Responsibilities 5.600  
Staff-Student Relations 5.610

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Interim Employees</b>	Descriptor Code: <b>5.700</b>	Reviewed Date: <b>06/22/23</b>
		Rescinds: <b>5.700</b>	Adoption Date: <b>12/13/06</b>

- 1 Employees shall be hired on an interim contract only when a vacancy is created by an employee taking
- 2 a leave of absence.<sup>1</sup> Such interim employees shall be considered as temporary replacements for the
- 3 remainder of the school year, and the contract term will not be considered as initial employment.
  
- 4 Said positions will be filled at the discretion of the Director of Schools in such a manner as to cause the
- 5 least disruption in the educational process for students and as quickly as possible to ensure a continuous
- 6 function of the position.
  
- 7 Persons filling any temporary positions shall have no expectancy of continued employment or any other,
- 8 but such person may be considered for employment in filling vacancies as specified in the section
- 9 dealing with initial employment. The offer letter of each interim employee shall indicate the interim
- 10 status of the position and require the signature of the interim employee as acknowledgment.

---

Legal References

1. TCA 49-2-203(a)(1)(A); TCA 49-5-702

---

Cross References

Application and Employment 5.106  
Long-Term Leaves of Absence 5.304

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Substitute Teachers</b>	Descriptor Code: <b>5.701</b>	Reviewed Date: <b>06/22/23</b>
		Rescinds: <b>5.701</b>	Adoption Date: <b>03/23/06</b>

1 Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies  
2 until a licensed teacher is available.<sup>1,2</sup> Substitute teachers may be employed and paid directly by a  
3 local education agency or by a third party public or private employer through an agreement between  
4 such third party employer and the board of education. Substitute teachers employed by third party  
5 entities shall be subject to the same unemployment benefit eligibility conditions as substitute teachers  
6 employed directly by the board of education.<sup>2</sup>

## 7 APPLICATION/QUALIFICATIONS

8 The contract with the service provider shall specify that criminal history record checks and  
9 fingerprinting of applicants for substitute teaching are required.<sup>3</sup>

10 Applicants whose records with the State Department of Education indicate a license or certificate  
11 currently in revoked status shall not be hired.<sup>4</sup>

12 Qualifications for substitute teachers shall be:

- 13 1. Must be at least 21 years of age;
- 14 2. Must have a high school or GED equivalency education; and
- 15 3. Must have a satisfactory background check.

16 The substitute teacher lists will be prepared by the Director of Schools, Human Resources, or service  
17 provider, who will maintain a complete file on all substitute teachers. This file will include transcripts,  
18 credentials, recommendations and other pertinent information. A list of all approved substitutes shall  
19 be maintained by the service provider. **Only** those persons on the approved substitute list shall be  
20 employed to substitute teach.

## 21 COMPENSATION

22 If employed directly by the school system, the compensation of substitute teachers shall be determined  
23 annually by the Board.

24 Retired teachers serving as substitutes who do not have an active teaching license shall be paid the  
25 same as a retired substitute teacher with an active teaching license. This only applies to teachers who  
26 retired after July 1, 2011 through July 1, 2016.<sup>5</sup>

## 1 **CERTIFICATION**

2 When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a  
3 substitute teacher must possess a teaching certificate with endorsement in the discipline(s) to be taught  
4 or shall be a retired teacher that held the appropriate endorsement.<sup>6</sup> When substituting for a teacher  
5 without sick leave, the substitute shall be certified and paid according to the state salary schedule.<sup>1</sup>

## 6 **EMERGENCY NEEDS**

7 All teacher assistants, secretaries and clerks are approved substitute teachers for use in emergency  
8 situations. Emergency use shall be defined as circumstances due to the regular or substitute teacher  
9 being unable to arrive on time or remain for the full day.

10 Such substitutes shall receive a pay premium per day in addition to their regular daily rate of pay.  
11 Currently employed certified teachers shall also be utilized on an as needed basis as substitutes during  
12 their available planning periods and shall be compensated a rate of pay per hour for their time worked.

## 13 **TRAINING AND ORIENTATION**

14 The Director of Schools or service provider shall be responsible for providing appropriate training and  
15 development programs for substitute teachers. Training procedures will be reviewed annually to  
16 ensure compliance with system requirements.

17 All substitute teachers shall be required to attend an orientation session held at the beginning of each  
18 school year to provide instructions regarding reporting, pay schedules, and other pertinent information  
19 and to answer questions.

20 All substitute teachers will be given a copy of the local school's guidelines on the first day they  
21 substitute in the school. These guidelines shall contain, but shall not be limited to:

- 22 a. Attendance procedures;
- 23 b. Lunchroom schedule and procedures;
- 24 c. Procedures for supervising student behavior;
- 25 d. Names and assignments of regular staff members;
- 26 e. Emergency evacuation procedures; and
- 27 f. Other helpful information particular to the local school.

28 Substitute teachers shall assume the same responsibilities and have the same authority as the regular  
29 teacher, including bus duty and playground supervision.

1 **RE-EMPLOYMENT/TERMINATION**

2 On an annual basis, the Director of Schools, with input from the principals, shall determine which  
3 substitute teachers performed at an acceptable level. Substitute teachers who performed below an  
4 acceptable level shall not be re-employed.

5 All substitutes shall be responsible for providing correct addresses and phone numbers and for  
6 notifying the principal if they wish to terminate their service as substitutes.

---

Legal References

1. TRR/MS 0520-01-02-.04(5)
2. TCA 49-5-709
3. TCA 49-5-413(a)(2)
4. TCA 49-2-203(a)(14)
5. TCA 49-3-312(b)
6. TCA 49-3-312(a); TRR/MS 0520-01-02-.04(5)(b)

---

Cross References

Background Investigations 5.118  
Employment of Retirees 5.119

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Student Teachers</b>	Descriptor Code: <b>5.702</b>	Revision Date: <b>06/22/23</b>
		Rescinds: <b>5.702</b>	Adoption Date: <b>09/23/99</b>

1 Student teachers shall be accepted or refused by the following people:

- 2 1. Director of Schools or Assistant Director
- 3 2. Principal
- 4 3. Cooperating and Supervising Teacher

5 System administrators reserve the right to interview student teachers before final placement decisions  
6 are made.

7 A student teacher shall be accorded the same protection of the laws as all other teachers and shall comply  
8 with all policies of the Board and observe all duties of teachers as set forth by state law.<sup>1</sup>

9 In addition, student teachers shall be required to fulfill all normal local responsibilities, both school and  
10 extracurricular, and shall familiarize themselves with the policies of the Board and procedures of the  
11 Director of Schools.

12 The evaluation of a student teacher shall be based upon a joint agreement between the cooperating  
13 teacher and the student's supervising teacher.

14 A student teacher may be asked to terminate ~~his or her~~ **their** service upon the mutual consent of the  
15 principal, the cooperating teacher and the supervising teacher at any time during the term.

16 A student teacher should not be placed under the supervision of a family member. If there are extenuating  
17 circumstances, the Director of Schools will make the final decision concerning placement.

---

## Legal References

1. TCA 49-5-403(c); TCA 49-5-201

# Greeneville City Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Director of Schools' Role, Recruitment, and Selection</b>	Descriptor Code: <b>5.800</b>	Revision Date: <b>06/22/23</b>
		Rescinds: <b>5.800</b>	Issued: <b>09/23/99</b>

1 The Director of Schools shall be the chief executive officer of the school system and shall have, under  
2 the direction of the Board, general supervision of all the public schools, personnel, and departments of  
3 the school system. The Director of Schools is responsible for the management of the schools under the  
4 Board's policies and is accountable to the Board.<sup>1</sup>

5 The Director of Schools, at ~~his/her~~ **their** discretion, may delegate any of ~~his/her~~ **their** duties to other  
6 school personnel.

## 7 **RECRUITMENT AND SELECTION**

8 When a vacancy occurs, the appointment of a Director of Schools is a function of the Board.<sup>2</sup> The Board  
9 is responsible for finding the person it believes can most effectively translate into action the policies of  
10 the Board and the goals of the community and the professional staff.

11 The Board may employ a consultant to advise and assist the Board in the search and selection process.  
12 However, final selection shall rest with the Board after a thorough consideration of qualified  
13 applicants. An interim Director of Schools appointed during the time of a search shall not become a  
14 candidate unless the Board expressly permits such inclusion in the selection procedures. A board  
15 member may not apply for or in any other way be considered for the position of Director of Schools.<sup>3</sup>

16 If the Board chooses to conduct a search to fill the position, the Board shall initially develop the  
17 following:

- 18 1. A job description;
- 19
- 20 2. A timeline;
- 21
- 22 3. A process for accepting and reviewing applications; and
- 23
- 24 4. Selection procedures which shall include, but not be limited to, the following:<sup>4</sup>
  - 25
  - 26 a. The Board may invite the community, including board employees, to participate in the  
27 process of selecting a Director of Schools.
  - 28
  - 29 b. The interview process for each finalist may include meetings with various staff,  
30 community groups, individual board members, and/or an interview with the entire  
31 Board.
  - 32

- 1           c. Candidates may be interviewed by individual board members. Candidates may also be  
2 interviewed by the entire Board in an open session. Only board members will be  
3 allowed to ask questions during the interview.
- 4           d. The Board shall attempt to select a Director by unanimous vote, but a simple majority  
5 vote of the membership of the board shall be required for the appointment of a Director  
6 of Schools.  
7

---

Legal References

1. TCA 49-2-301(a)
2. TCA 49-2-203(a)(13)
3. TCA 49-2-203(a)(1)(D)
4. TCA 49-2-203(a)(13)(B)

---

Cross References

- Director of Schools' Duties 5.802  
Evaluation of the Director of Schools 5.803

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Director of Schools' Duties</b>	Descriptor Code: <b>5.802</b>	Reviewed Date: <b>06/22/23</b>
		Rescinds: <b>5.802</b>	Adoption Date: <b>02/27/18</b>

1 The Director of Schools' duties shall be as follows:<sup>1</sup>

## 2 **QUALIFICATIONS**

- 3 1. A valid teacher's license is preferred.
- 4 2. Have educational administrative or supervisor experience.
- 5 3. Have an earned doctorate (preferred but not required) and other qualifications as set forth by
- 6 the Greeneville City Board of Education.

## 7 **JOB GOAL**

8 The Director of Schools serves as Chief Executive Officer of the Greeneville City Schools. The Director  
9 of Schools provides leadership and administers the school system in accordance with all Greeneville  
10 City School Board policies, state codes, and mandates set forth by the Tennessee State Board of  
11 Education and the Tennessee State Department of Education. The Director maintains effective  
12 relationships with staff, students, parents and community, area school systems and colleges, the  
13 Tennessee State Department of Education, and other appropriate city, state, and federal agencies.

## 14 **ORGANIZATIONAL RELATIONSHIP**

15 The management responsibilities of the Director of Schools shall extend to all activities of the district,  
16 to all phases of the educational program, to all aspects of the financial operation, to all parts of the  
17 physical plant, and to the conduct of such other duties as may be assigned by the Board. The Director  
18 of Schools may delegate these duties together with appropriate authority but may not delegate nor  
19 relinquish ultimate responsibility for results or any portion of accountability.

## 20 **ESSENTIAL FUNCTIONS**

21 The Director of Schools is responsible for all duties of the Director of Schools as outlined by  
22 Tennessee Statute 49-2-301 and any other duties as assigned by the Board of Education.<sup>1</sup>

---

### Legal References

1. TCA 49-2-301

---

### Cross References

Executive Committee 1.301  
Evaluation of the Director of Schools 5.803  
Director of Schools' Role, Recruitment, & Selection 5.800

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Evaluation of the Director of Schools</b>	Descriptor Code: <b>5.803</b>	Revision Date: <b>06/22/23</b>
		Rescinds: <b>5.803</b>	Adoption Date: <b>08/23/16</b>

1 Through an annual evaluation of the Director of Schools<sup>1</sup>, the Board will strive to accomplish the  
2 following:

- 3 1. Clarify the role of the Director of Schools according to a job description as agreed upon by the  
4 Board and the Director;
- 5
- 6 2. Develop harmonious working relationships between the Board and the Director of Schools; and  
7
- 8 3. Develop improvements in the administrative leadership of the school system.

9 The Board will develop, with the Director of Schools, a set of performance objectives based on the needs  
10 of the system. The performance of the Director of Schools will be reviewed in accordance with these  
11 specified goals. The performance objectives will be memorialized in an evaluation plan that includes, at  
12 a minimum, sections regarding job performance, student achievement, relationships with staff and  
13 personnel, relationships with board members, and relationships with the community.<sup>1</sup> In addition, the  
14 Director will also be evaluated on the progress of each board goal as it pertains to the evaluation of the  
15 school district. As such, the Director will prepare a written assessment of the progress and prepare  
16 revised board goals for the succeeding year.

17 In June, or as soon **as** thereafter as practical, the Board may meet as a body to evaluate the Director of  
18 Schools' performance.

19 The following guidelines will be used in the evaluation process:

- 20 1. The Director of Schools will know the standards upon which **he/she they** will be evaluated and  
21 will be involved in the development of those standards.
- 22
- 23 2. The evaluation will be a composite of the evaluation by individual board members. The Board  
24 chair will meet with the Director to discuss the composite evaluation.
- 25
- 26 3. The evaluation shall include a discussion of strengths as well as weaknesses.
- 27
- 28 4. Both the Board and Director of Schools will prepare for the evaluation; the Director of Schools  
29 will conduct a self-evaluation and the Board will examine information relating to the Director  
30 of School's performance.
- 31
- 32 5. Each judgement will be supported by logical and objective evidences.

---

Legal References

1. TCA 49-2-203(a)(15)

---

Cross References

Board-Director Relations 1.205  
Qualifications and Duties of the Director of Schools 5.802  
Director of Schools' Role, Recruitment, & Selection 5.800

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Student Records</b>	Descriptor Code: <b>6.600</b>	Revision Date: <b>06/22/23</b>
		Rescinds: <b>6.600</b>	Issued: <b>07/24/14</b>

## 1 *General*

2 A cumulative record shall be kept for each student enrolled in school. The folder shall contain a health  
3 record, attendance record, and scholarship record; shall be kept current; and shall accompany the student  
4 through ~~their~~ ~~his/her~~ school career.<sup>1</sup>

5 The name used on the record of the student entering the school district shall be the same as that shown  
6 on the birth certificate unless evidence is presented that such name has been legally changed. If the  
7 parent/guardian does not have or cannot obtain a birth certificate, then the name used on the records of  
8 such student shall be as shown on documents which are acceptable as proof of date of birth.

9 The name used on the records of a student entering the school district from another school shall be the  
10 same as that shown on records from the school previously attended unless evidence is presented that  
11 such name has been legally changed as prescribed by law.

12 When a student transfers to another school within the school district or to a school outside of the school  
13 district, copies of the student's records, including the student's disciplinary records, shall be sent to the  
14 transfer school.<sup>2</sup>

15 All records shall be remitted in accordance with the Family Education Rights and Privacy Act (FERPA).<sup>3</sup>

## 16 **ACCESS TO STUDENT RECORDS**

17 Student records shall be confidential. Authorized school officials shall have access to and permit access  
18 to student education records for legitimate educational purposes.<sup>4</sup> A legitimate educational interest is the  
19 official's need to know information in order to:

- 20 1. Perform required administrative tasks;
- 21 2. Perform a supervisory or instructional task directly related to the student's education; and
- 22 3. Perform a service or benefit for the student or the student's family such as health care, counseling,  
23 student job placement, or student financial aid.

24 Authorized school officials may release information from or permit access to a student's education record  
25 without the parent(s)/guardian(s) or eligible student's\* prior written consent in the following instances:

- 26 1. To comply with a judicial order or lawfully issued subpoena. The school district will make a  
27 reasonable effort to notify the student's parent(s)/guardian(s) or the eligible student before  
28 making a disclosure;<sup>5</sup>

- 1        2. If the disclosure is an item of directory information;<sup>6</sup>
- 2        3. To comply with the requirements of child abuse reports to the extent known by the school  
3        officials including the name, address, and age of the student; the name and address of the person  
4        responsible for the care of the student; and the facts requiring the report;<sup>7</sup>
- 5        4. When certain federal and state officials need information in order to audit or enforce legal  
6        conditions related to federal- or state-supported education programs in the school district;<sup>8</sup>
- 7        5. When the school district has entered into a contract for an organization to conduct scientific  
8        research on the school district's behalf to develop tests or improve instruction, provided that the  
9        studies are conducted in a manner which will not permit the disclosure of personal identification  
10       of students and their parent(s)/guardian(s) by individuals other than to representatives of the  
11       organization, and that the information will be destroyed when no longer needed for the purpose  
12       for which the study was conducted;<sup>9</sup>
- 13       6. To appropriate officials if the parent(s)/guardian(s) claim the student as a dependent as defined  
14       by the Internal Revenue Code;<sup>10</sup>
- 15       7. To accrediting organizations to carry out their accrediting functions;<sup>11</sup>
- 16       8. To officials of another school, school system, or postsecondary institution when a student seeks  
17       or intends to enroll in another school district or a post-secondary institution.  
18       Parent(s)/guardian(s) of the student shall be notified of the transfer and shall have the a right to  
19       obtain copies of the record transferred as well as an opportunity to challenge the content of the  
20       record;<sup>12</sup>
- 21       9. To financial institutions or government agencies that provide or may provide financial aid to a  
22       student in order to establish eligibility, to determine the amount of financial aid, to establish  
23       conditions for the receipt of financial aid, and to enforce financial aid agreements;<sup>13</sup>
- 24       10. To the appropriate officials in connection with a health or safety emergency if knowledge of the  
25       information is necessary to protect the health or safety of the student or others;<sup>14</sup>
- 26       11. To the Attorney General/designee for official purposes related to the investigation or prosecution  
27       of an act of domestic or international terrorism. An educational agency that, in good faith,  
28       produces education records in accordance with an order shall not be liable to any person for that  
29       production;<sup>15</sup>
- 30       12. To any agency caseworker or other representative of a state or local child welfare agency or tribal  
31       organization authorized to access the student's educational records when such agencies or  
32       organizations are legally responsible for the care and protection of the student;<sup>16</sup>  
33
- 34       13. To the Secretary of Agriculture/designee for purposes of conducting program monitoring,  
35       evaluations, and performance measurements, provided that the data collected will be protected  
36       in a manner which will not permit the disclosure of personal identification of students and their  
37       parent(s)/guardian(s) by individuals other than to representatives of the organization, and that  
38       the information will be destroyed when no longer needed for the purpose for which it was

1 conducted;<sup>17</sup> and

2

3 14. To state and local authorities to whom information is specifically allowed to be reported or  
4 disclosed by state law that concerns the juvenile justice system and the system's ability to  
5 effectively serve, prior to adjudication, the student whose records were released.<sup>18</sup>

6 *Consent to Disclose Records*<sup>19</sup>

7 Authorized school officials may release information from a student's education record if the student's  
8 parent(s)/guardian(s) or the eligible student gives written consent for the disclosure. The written consent  
9 shall include:

- 10 1. Specification of the records to be released;
- 11
- 12 2. Reasons for the disclosure;
- 13
- 14 3. Person, organization, or class of persons or organizations to whom the disclosure is to be made;
- 15
- 16 4. Signature of the parent(s)/guardian(s) or eligible student; and
- 17
- 18 5. Date of the consent, and if appropriate, a date when the consent is to be terminated.

19 The student's parent(s)/guardian(s) or the eligible student may obtain a copy of any records disclosed  
20 under this provision.

21 **RECORDKEEPING**

22 The school district will maintain an accurate record of all requests to disclose information from or to  
23 permit access to a student's education records. The school district will maintain an accurate record of  
24 information it discloses and access it permits. The district will maintain this record as long as it maintains  
25 the student's education record.<sup>20</sup>

26 The record will include at least:<sup>20</sup>

- 27 1. Name of the person or agency that makes the request;
- 28
- 29 2. Interest the person or agency has in the information;
- 30
- 31 3. Date the person or agency makes the request; and
- 32
- 33 4. Whether the request is granted, and if it is, the date access is permitted, or the disclosure is made.

34 \* *The student becomes an "eligible student" when ~~they~~ ~~he/she~~ reaches age eighteen (18) or enrolls in a*  
35 *postsecondary school, at which time all of the above rights become the student's right.*<sup>21</sup>

---

**Legal References**

1. 20 USCA § 1232g
2. TCA 49-6-3001(c)(1)
3. TCA 49-1-701 *et seq.*; 20 USCA § 1232g
4. TCA 10-7-504(a)(4); 20 USCA § 1232g
5. 20 USCA § 1232g(b)(2)(B); 20 USCA § 1232g(b)(1)(J)
6. 20 USCA § 1232g(b)(2); TCA 10-7-504(a)(4)(A)
7. TCA 37-1-403
8. 20 USCA § 1232g(b)(3), (5); 20 USCA § 1232g(b)(1)(C)
9. 20 USCA § 1232g(b)(1)(F)
10. 20 USCA § 1232g(b)(1)(H)
11. 20 USCA § 1232g(b)(1)(G)
12. 20 USCA § 1232g(b)(1)(B)
13. 20 USCA § 1232g(b)(1)(D)
14. 20 USCA § 1232g(b)(1)(I)
15. 20 USCA § 1232g(j); USA Patriot Act of 2001 § 507
16. 20 USCA § 1232g(b)(1)(L)
17. 20 USCA § 1232g(b)(1)(K)
18. 20 USCA § 1232g(b)(1)(E)
19. 34 CFR § 99.30; 20 USCA § 1232g(b)(2)(A)
20. 34 CFR § 99.32(a)
21. 34 CFR §§ 99.3, 99.5; TCA 49-1-704

---

**Cross References**

School District Records 1.407  
Promotion and Retention 4.603  
Testing Programs 4.700  
Attendance 6.200  
Withdrawals 6.207  
Child Custody/Parental Access 6.209  
Bus Safety and Conduct 6.308  
Corporal Punishment 6.314  
Disciplinary Hearing Authority 6.317  
Admission of Suspended/Expelled Students 6.318  
Acquired Immune Deficiency Syndrome 6.404  
Reporting Child Abuse 6.409  
Media Access to Students 6.604

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Student Records Annual Notification of Rights</b>	Descriptor Code: <b>6.601</b>	Reviewed Date: <b>06/22/23</b>
		Rescinds: <b>6.601</b>	Adoption Date: <b>12/05/02</b>

1 Within the first three (3) weeks of each school year, the school district shall notify  
2 parent(s)/guardian(s) of students and eligible students\* of each student's privacy rights.<sup>1</sup> For students  
3 enrolling after the above period, this information shall be given to the student's parent(s)/guardian(s)  
4 or the eligible student at the time of enrollment.<sup>2</sup> The notice shall include the right of the student's  
5 parent(s)/guardian(s) or the eligible student to:

- 6 1. Inspect and review the student's education records;  
7
- 8 2. Seek correction of items in the record which are believed to be inaccurate, misleading, or in  
9 violation of the student's rights, including the right to a hearing upon request;  
10
- 11 3. File a complaint with the appropriate state or federal officials when the school district violates  
12 laws and regulations relative to student records;  
13
- 14 4. Obtain a copy of this policy and a copy of the student's educational records; and  
15
- 16 5. Exercise control over other people's access to the records except when prior written consent is  
17 given or under circumstances as provided by law or regulations or where the school district has  
18 designated certain information as directory information. Parent(s)/guardian(s) of students or  
19 eligible students have two (2) weeks after notification to advise the school district in writing of  
20 items they designate not to be used as directory information. The records custodian shall mark  
21 the appropriate student records for which directory information is to be limited, and this  
22 designation shall remain in effect until it is modified by the written direction of the student's  
23 parent(s)/guardian(s) or the eligible student.

## 24 **DIRECTORY INFORMATION**

25 "Directory information" is information contained in an education record of a student which would not  
26 generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to,  
27 the student's name, address, telephone number, e-mail address, date and place of birth, dates of  
28 attendance, grade level, enrollment status, participation in officially recognized activities and sports,  
29 weight and height of members of athletic teams, degrees, honors and awards received, and the most  
30 recent educational agency or institution attended.<sup>3</sup>

31 Student directory information for 11th and 12th graders shall be made available upon request to  
32 persons or groups which make students aware of occupational and educational options, including  
33 official recruiting representatives of the military forces of Tennessee and the United States.<sup>4</sup>

- 1 \*The student becomes an “eligible student” when *they he/she* reaches age eighteen (18) or enrolls in a
- 2 postsecondary school, at which time all of the above rights become the student’s rights.<sup>5</sup>

---

Legal References

1. 34 CFR §§ 99.4, 99.7
2. 34 CFR § 99.7
3. 34 CFR § 99.3
4. TCA 49-6-406; 10 USCA § 503(c)
5. 34 CFR §§ 99.3, 99.5; TCA 49-1-704

---

Cross References

Child Custody/Parental Access 6.209  
Bus Safety and Conduct 6.308  
Media Access to Students 6.604

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Inspection and Correction of Student Records</b>	Descriptor Code: <b>6.602</b>	Revision Date: <b>06/22/23</b>
		Rescinds: <b>6.602</b>	Adoption Date: <b>09/23/99</b>

## 1 INSPECTION

2 Parent(s)/guardian(s) of students and eligible students\* may inspect and review the student's education  
3 records upon written request.<sup>1</sup>

4 Parent(s)/guardian(s) or eligible students shall submit to the records custodian a request which identifies  
5 as precisely as possible the record(s) to inspect, and this inspection shall be completed within forty-five  
6 (45) days from the receipt of the request.

7 The right to inspect and review educational records includes the right to a response from school officials  
8 concerning requests for explanation and interpretation of the data. School officials shall presume that  
9 the parent/guardian has the authority to inspect and review records relating to **their his/her** child unless  
10 the school district has been advised that the parent/guardian does not have the authority under applicable  
11 state law governing guardianship, separation, and divorce.<sup>2</sup>

12 When a record contains information about a student other than the parent/guardian's child or the eligible  
13 student, the parent(s)/guardian(s) or eligible student may not inspect and review that information.<sup>2</sup>

## 14 FEES FOR COPIES<sup>3</sup>

15 A reasonable fee for copies provided to parent(s)/guardian(s) or eligible students shall be determined by  
16 the Director of Schools. If the fee represents an unusual hardship, it may be waived in part or entirely by  
17 the records custodian.

## 18 CORRECTION

19 Parent(s)/guardian(s) of students or eligible students may seek to change any part of the student's record  
20 they believe to be incorrect.<sup>4</sup> The Director of Schools shall develop a procedure to establish an orderly  
21 process to review and potentially correct an education record.

22 *\*The student becomes an "eligible student" when **they he/she** reaches age eighteen (18) or enrolls in a  
23 postsecondary school, at which time all of the above rights become the student's rights.<sup>5</sup>*

---

Legal References

1. 34 CFR §§ 99.3, 99.10; TCA 49-1-704
2. 34 CFR § 99.4
3. 34 CFR § 99.11
4. 34 CFR §§ 99.20, 99.21, 99.22
5. 34 CFR §§ 99.3, 99.5; TCA 49-1-704

---

Cross References

Child Custody/Parental Access 6.209  
Bus Safety and Conduct 6.308

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Media Access to Students</b>	Descriptor Code: <b>6.604</b>	Reviewed Date: <b>06/22/23</b>
		Rescinds: <b>6.604</b>	Adoption Date: <b>11/11/99</b>

- 1 School administrators shall be authorized to grant permission and set parameters for media access to
- 2 students in their respective schools. Media representatives shall be required to report to the
- 3 administration for prior approval before accessing students involved in instructional programs and
- 4 activities not attended by the general public. The media may interview and photograph students involved
- 5 in instructional programs and school activities including athletic events, but such media access shall not
- 6 be unduly disruptive.
  
- 7 Each year, parent(s)/guardian(s) shall be given the option to withhold permission for public news media
- 8 interviews or photographs of their child at school.
  
- 9 Specific parent/guardian permission shall be obtained if the story or photograph covers topics of a
- 10 sensitive nature.
  
- 11 If any student is to be filmed or videotaped and will be identified or a primary subject of the filming or
- 12 videotaping, prior written consent/release/waiver shall be obtained from the student's parent/guardian.
  
- 13 District employees may release student information to the media only in accordance with applicable
- 14 provisions of the education records law and board policies governing directory information and
- 15 personally identifiable information.<sup>1</sup>
  
- 16 Parent(s)/guardian(s) shall be advised of this policy at the time of the student's registration and each fall
- 17 in the student handbook.

---

Legal References

1. 20 USCA § 1232g

---

Cross References

- Student Records 6.600  
 Student Records Annual Notification of Rights 6.601

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Student Publications</b>	Descriptor Code: <b>6.704</b>	Reviewed Date: <b>06/22/23</b>
		Rescinds: <b>6.704</b>	Adoption Date: <b>09/23/99</b>

## 1 **STUDENT RIGHTS**

2 A student shall be allowed to responsibly express and disseminate **their his/her** views in writing.

3 Any student may submit articles and editorials for school-sponsored publications. The procedure for  
4 submission of materials shall be published and distributed to all students.

## 5 **STANDARDS**

6 School-sponsored publications shall adhere to commonly accepted community standards, and no printed  
7 material may be distributed which:

8 1. Is obscene;

9 2. Is libelous; or

10 3. May create a material and substantial disruption of the normal school activity or appropriate  
11 discipline in the school.

## 12 **CONTROL AND SUPERVISION**

13 Student publications shall be under the control of the **P**incipal. Each school shall have a faculty sponsor  
14 who reviews all publications proposed to be distributed in the school by a student or school group.

## 15 **DISTRIBUTION**

16 School authorities shall regulate the time, manner, place, and duration for the distribution of publications  
17 on school grounds.

## 18 **APPEALS**

19 If a request for distributing any portion of a student publication is denied by the faculty sponsor, the  
20 decision may be appealed to the **P**incipal, then to the Director of Schools, and ultimately to the Board.

---

Cross References

Advertising and Distribution of Materials in the Schools 1.806  
Use of Copyrighted Materials 4.404  
Use of the Internet 4.406  
School and System Websites 4.407  
Controversial Issues 4.800

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Student Fees and Fines</b>	Descriptor Code: <b>6.709</b>	Revision Date: <b>06/22/23</b>
		Rescinds: <b>6.709</b>	Adoption Date: <b>05/20/19</b>

## 1 FEES

- 2 The Director of Schools shall develop procedures regarding fees for school activities and programs.  
3 Such procedures shall comply with all state laws and regulations.<sup>1</sup>

## 4 FINES

- 5 The Director of Schools shall develop procedures regarding the assessing and collections of fines for  
6 the destruction or damage of school property. Such procedures shall comply with all state laws and  
7 regulations.<sup>2</sup>

---

### Legal References

1. TCA 49-2-114; TRR/MS 0520-01-02-.16
2. TCA 37-10-101, 102

---

### Cross References

Revenues 2.400  
Textbooks and Instructional Materials 4.400  
Graduation Activities 4.606  
Care of School Property 6.311

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Gifts</b>	Descriptor Code: <b>6.710</b>	Revision Date: <b>06/22/23</b>
		Rescinds: <b>6.710</b>	Adoption Date: <b>09/23/99</b>

## 1 *General*

2 Students who wish to purchase gifts shall not use school funds but may collect funds from school  
3 employees or the student body. No school funds may be used to purchase gifts, including but not limited  
4 to presents, donations, memorials, and flowers.

## 5 **GIFTS TO EMPLOYEES**

6 The collection of funds from students for the purpose of providing gifts for school employees **may be**  
7 **authorized by** ~~is permitted with approval of~~ the Principal. Extreme discretion will be exercised by  
8 teachers in accepting student gifts.

## 9 **GIFTS TO STUDENTS**

10 Students shall be permitted, with the approval of the Principal, to exchange gifts on special occasions.

11 The Board strongly discourages delivery of student gifts such as flowers, balloons, candy, etc. to school  
12 on birthdays and/or holidays. These gifts, when delivered at school, are disruptive and interfere with the  
13 student's learning process. Parents are encouraged to celebrate these special occasions after school hours.

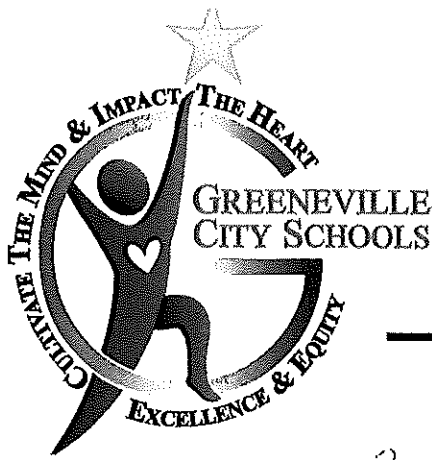
14 If student gifts (balloons, candy, flowers, etc.) are sent to school, the gifts will be kept in the school  
15 office, or a place designated by the Principal and the gifts will be given to the student after school is  
16 dismissed. Student gifts will not be delivered to students during the regular school day.

17 Because these items are often difficult to transport and are considered to be disruptive and interfere with  
18 safety, students will not be permitted to take any gifts (balloons, flowers, candy, etc.) on the school bus.

---

### Cross References

Gifts and Bequests 2.401  
Fundraising Activities 2.601  
Student Activity Funds Management 2.900  
Staff Gifts & Solicitations 5.605



FIELD TRIP AND EXCURSION REQUEST FORM  
Out-of-State *and* Overnight

Name of the school: Greene Technology Center  
Person Requesting: Rob Robbins  
Purpose of the Field Trip: Skills USA National Competitions  
Destination of Field Trip: Atlanta, GA  
Grade(s) of students attending: 9-12  
Dates requested: 6-19-23 thru 6-25-23 Departure Time: 10:00am Return Time: 2:00pm  
Approximate # of students to attend: 6 total (3-City, 2-County, 1-HS)  
Number, names and affiliation of chaperones attending:

# 2 female List names and affiliation: Danielle Carter - GTC  
Lashell Robbins - GTC/TV

# 1 male List names and affiliation: Rob Robbins - GTC

*("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex will accompany students on overnight trips")*

All Greeneville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning and conducting this field trip per Board of Education policy 4.302, and approval of my principal, the Director of Schools, and Board of Education is required. For an Overnight and Out-of-State Field Trip Request to be considered for approval, it must be received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will be considered for approval.

Arum Karay, Principal date approved 5/3/23

\_\_\_\_\_, Director of Schools date approved \_\_\_\_\_

\_\_\_\_\_, Chairman, BOE date approved \_\_\_\_\_

**Cultivate the Mind and Impact the Heart through Excellence and Equity**

## **School Uplift Funding Agreement**

THIS FUNDING AGREEMENT (“AGREEMENT”), effective this 1<sup>st</sup> day of May, 2023, is between GREENEVILLE CITY SCHOOL DISTRICT (hereinafter referred to as “District”), and the TENNESSEE VALLEY AUTHORITY, a corporate agency and instrumentality of the United States, organized and existing pursuant to the Tennessee Valley Authority Act of 1933, as amended (hereinafter referred to as “TVA”). District and TVA are collectively hereinafter referred to as “Parties”.

### **School Uplift Overview**

TVA and the State of Tennessee’s Energy Efficient Schools Initiative (“EESI”) recognize the important role schools play in their communities – serving as symbols of the future and of communities’ investments in families and coming generations. Currently, tight budgets and aging infrastructures have left K-12 schools throughout the Valley searching for ways to cut costs and find outside support to provide high-quality educational facilities.

In 2020, TVA’s EnergyRight team and EESI teamed up to launch a Strategic Energy Management (“SEM”) pilot project to help public school districts make smart energy choices that improve the classroom learning environment and save money through decreased energy use. By integrating SEM principles into school operations, school districts realized energy savings and benefited from improved facilities where students, teachers, and staff learn and work.

### **School Uplift Objectives**

TVA seeks to build on the success of its SEM efforts by providing energy upgrade awards to economically distressed or at-risk schools through a new pilot called School Uplift. School Uplift will focus on distressed public schools that are challenged by poor energy performance resulting from aging infrastructure and deferred maintenance. School upgrades intend to maximize energy savings and provide non-energy benefits, such as improved learning environments and cost savings as a result of reduced operations, maintenance and utility expenditures. A key desired outcome of the School Uplift pilot is to give awarded districts the opportunity to reinvest cost savings into their students and teachers.

**1. Term.** This Agreement, effective as of the date set forth above, shall remain in effect until September 30, 2024. TVA shall have no obligation to provide funding under this Agreement beyond this date. District must expend all funding provided under this Agreement, consistent with the Project scope outlined in section 2(b), by such date. Expiration of this Agreement shall not terminate District’s obligation to return to TVA any unused Award or Award funds that are not used in accordance with the terms of this Agreement.

### **2. Project and Funding**

a. The total funding that TVA will award District under this Agreement will not exceed \$85,000 (“Award”). Any additional funding provided by EESI shall be pursuant to an amendment or separate agreement signed by both parties.

b. District may use Award for the following purposes as identified by the Highland Elementary School Investment Grade Audit for Student Wellbeing from TVA EnergyRight on December 6, 2022 and selected in Round Two of the School Uplift: Building Energy Upgrades Grant scoring process (“Project”):

Energy Conservation Measure (ECM)
ECM 4: Install HE AC Units
ECM 5: Install HE Heat Pumps
ECM 12: Replace Windows with HE Windows
ECM 6: Implement Demand Control Ventilation
ECM 13: Install HE DOAS
ECM 8: Vending Machine Control
ECM 7: Replace Walk-In Freezer Gaskets
ECM 9: Install Heat Pump Water Heater
ECM 3: Install VFDs on Process Pumps

c. The allowable uses identified in section 2(b) may not be amended without prior written approval by TVA.

**3. TVA Responsibilities**

TVA shall:

- a. Provide District with reporting and reimbursement guidelines and milestones for reimbursement processing.
- b. Provide reimbursement to District for completion of work performed according to the Scope of Work.
- c. Support District with management, tracking, analysis, and reporting of utility data in Energy Star Portfolio Manager.

**4. District Responsibilities**

District shall:

- a. Manage request for proposal (“RFP”) process according to State of Tennessee procurement standards.
- b. Manage and oversee all aspects of the Project implementation, including all contractor(s) and vendor(s), from inception to completion.

- c. Ensure compliance that work performed is consistent with the Project scope in section 2(b) and meets the terms and conditions of this Agreement. District must repay to TVA any Award funding that TVA deems not allowable for reimbursement due to non-compliance with this Agreement.
- d. Assume responsibility for post-installation operations and maintenance and eventual lifecycle replacement.
- e. Allow third-party verification of project progress.
- f. Commission mechanical project upgrades as outlined in the School Uplift Reporting and Reimbursement Guidelines\_Cohort 3\_TN.
- g. Manage, track, and analyze utility data in Energy Star Portfolio Manager and allow TVA access to same.
- h. Continue implementation of SEM practices and opportunities.
- i. Employ educational and outreach strategies to generate Project awareness and communicate the success and benefits of upgrades to the local community.
- j. Comply with all reporting obligations as defined in the School Uplift Reporting and Reimbursement Guidelines\_Cohort 3\_TN Template, which are incorporated by reference to this Agreement.
- k. Return any Award funds that are not expended by the expiration date of this Agreement to TVA. TVA may, in it's sole discretion, allow District to carry over unexpended funds to the following year.
- l. Return to TVA any Award amounts provided to District under this Agreement that are not in accordance with the terms of this Agreement or are not supported by District's books and records.

**5. Audit Requirements** District shall keep and make available, for a period of three (3) years from the last date on which it receives funding under this Agreement, accurate records and books of accounts showing the items and costs funded with the proceeds received under this Agreement, as well as data to support compliance with this Agreement's terms and conditions. Upon reasonable notice to District, TVA and/or its agents shall have the right to audit without restriction, at any time during normal working hours, all such books, records, and other documents of District related to this Agreement until the completion of all close-out procedures respecting this Agreement and the final settlement and conclusion of all issues arising out of this Agreement.

**6. Equal Opportunity.** District shall comply with the requirements of Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and TVA regulations thereunder issued at 18 C.F.R. parts 1302, 1307, and 1309, the provisions of which, and all future amendments of such statutes and regulations, are incorporated by reference as a part of this Agreement.

## **7. Termination and Remedies**

- a. Termination. If District fails to comply with any requirements under this Agreement or associated guidelines, TVA may terminate this Agreement, in whole or in part, upon at least 30 days' prior notice to District specifying an effective date of termination.
- b. Repayment of Award. Promptly upon receipt of an invoice, District must immediately repay to TVA any and all Award amounts provided to District that (i) are not expended by the expiration date of this Agreement to TVA, (ii) are not expended in accordance with the terms of this Agreement, or (iii) are not supported by District's books and records.

- c. Cumulative Remedies. All rights and remedies afforded TVA under this Agreement shall be cumulative, that is, in addition to every other right and remedy provided under this Agreement or by law.
- d. No failure or delay in either Party's performance of its obligations under this Agreement will result in a default under this Agreement, to the extent that such failure or delay is caused by a Force Majeure Event, and: (1) the non-performing Party is without fault in causing such default or delay; (2) such default or delay could not have been prevented by reasonable precautions; and (3) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. "Force Majeure Event" means the following or similar (in nature and severity) event(s): act of God, act of civil or military authority, war, terrorist attacks, riot, insurrection, unusual or severe weather, blockades, embargoes, sabotage, or epidemics, in any of the foregoing cases, which: (i) are outside the control and without fault or negligence of a Party claiming that such event has occurred, and (ii) directly and actually cause delay(s) in Project or prevent a Party's performance or completion of Project.

**8. Notice** All notices by either Party to the other must be in writing and delivered by electronic mail to each Party's contact person(s) listed below. The designation of the person to receive notice, or the physical and email address of such person, may be changed by providing written notice to the other parties.

**If to TVA:**

TENNESSEE VALLEY AUTHORITY  
Attn: Clay Hoover  
Telephone No.: 615-337-6372  
Email: gchoover@tva.gov

**If to District:**

GREENEVILLE CITY SCHOOL DISTRICT  
Attn: Melanie Williams  
Telephone No.: 423-972-8919  
Email: williamsm@gcschools.net

**9. Miscellaneous**

a. Relationship of the Parties. District shall not be considered as an agent or employee of the United States or TVA. District (i) does not have the power or authority to bind TVA or to assume or create any obligation or responsibility, express or implied, on TVA's part or in TVA's name, and (ii) shall not represent to any person or entity that it has such power or authority.

b. No Liability. TVA, and their agents and employees, assume no liability to District or any third party (in tort, contract, strict liability, or otherwise) for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the actions or inactions of District or any other persons. District shall indemnify and hold TVA harmless for claims, actions, suits demands, and liabilities for personal injuries, property damage, or loss of life or property that arise out of this Agreement. Further, District shall comply with applicable laws. District shall indemnify, defend and hold TVA harmless from claims for injunctive relief, penalties, damages and interest, and all expenses incurred by TVA in connection with such claims arising from District's violation(s) of applicable laws.

c. Assignment. This Agreement may not be assigned by District without the prior written consent of TVA, which shall not be unreasonably withheld.

d. Third-Party Beneficiaries. Except as expressly stated herein, nothing in this Agreement is intended to confer benefits, rights, or remedies unto any third-party other than the Parties or their permitted successors and assigns.

e. Warranty and Representation. Each Party represents and warrants to the other Party that:

(i) it has all necessary power and authority to enter into, execute, deliver, accept, and fully perform under this Agreement;

(ii) it has taken all necessary action to authorize the execution, delivery, and performance of this Agreement and upon the execution of this Agreement, this Agreement shall constitute the valid and binding obligation and agreement of Customer, enforceable against Customer in accordance with its terms; and

(iii) neither the execution, delivery, or performance of this Agreement by District, nor compliance with the terms and provisions hereof, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under, the terms of any contract, indenture, or any other agreement or instrument by which District is legally bound.

TVA PROVIDES NO WARRANTY IN CONNECTION WITH THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TVA SHALL HAVE NO RESPONSIBILITY FOR DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT.

f. Entire Agreement. This Agreement, including any attachments hereto, embodies the entire agreement between TVA and District and supersedes all other communications, either oral or written, with respect to the subject matter hereof. The Parties shall not be bound by, or be liable for any statement, representation, promise, inducement or understanding not set forth herein. No supplementation, modification or amendment of any provision of this Agreement shall be effective unless contained in a written instrument signed by both Parties.

g. Governing Law. This Agreement shall be governed by the Federal laws of the United States. In the event such federal laws state no rule of decision with respect to any particular dispute or claim related to this Agreement, the law of the State of Tennessee, except for Tennessee's choice of law provisions, will apply. All claims or disputes related to this Agreement (whether sounding in contract, tort, or otherwise) must be filed, prosecuted and litigated to conclusion only in the United States District Court for the Eastern District of Tennessee. With respect to any such claims or disputes, each Party hereby: (1) consents to the exclusive jurisdiction of and venue in that court, and waives any objection based on jurisdiction or venue in such court, provided that, either Party may bring an action which seeks to enforce a right of indemnity or contribution in any U.S. District Court with proper jurisdiction and venue, in which the underlying claim for which indemnity or contribution is being asserted, and (2) **WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.**

h. Officials Not To Benefit. No member, delegate or candidate to the U.S. Congress, or to any state or local legislative, executive or municipal agency or board shall be party or beneficiary to, or benefit directly from, this Agreement. This Section does not prohibit: (1) corporate entities or state, local, or municipal governments from benefitting generally or indirectly from this Contract; or (2) Contractor from offering or giving, directly or indirectly, to any TVA or other government official or employee a

gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, that is excluded from the definition of a gift, or falls within one of the exceptions stated, in 5 C.F.R. Part 2635, subpart B (Standards of Ethical Conduct for Employees of the Executive Branch; Gifts From Outside Sources), as amended or replaced.

i. Binding Agreement. All provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns.

j. Counterparts and Electronic Signatures. The parties may execute this Agreement, including any amendments thereto, in one or more counterparts. Each such counterpart, whether delivered by original paper signature or through any electronic means, is an equally valid original, constitutes one and the same instrument, and binds the parties. The parties may each execute this Agreement, and any amendments thereto, through electronic means and electronic signatures. Such electronic signatures will have the same force and effect as handwritten signatures.

k. Waiver of Claims. A delay or omission by TVA hereto to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by TVA under this Agreement shall not be effective unless it is in writing and signed by the Party granting the waiver. A waiver by a Party of a right under or breach of, this Agreement shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Agreement.

l. Severability. In the event that any provision of this Agreement is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable laws, and the remainder of this Agreement shall continue in full force and effect.

m. Lobbying. No part of the funds paid by TVA may be used to finance lobbying or other political activities. Accordingly, in accepting TVA's payment, District expressly agrees not to use any portion of such funds for lobbying or other political purposes.

IN WITNESS HEREOF, the Parties are executing this Agreement by their respective duly authorized representatives as of the date first above written.

**TENNESSEE VALLEY AUTHORITY**

**GREENEVILLE CITY SCHOOL DISTRICT**

By:

By:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

## Reporting and Reimbursement Guidelines

**Project:** School Uplift: Building Energy Upgrades Grant – Tennessee (TVA-EESI) - FY2023

**Project timeline:** May 1, 2023 - August 1, 2024

**Verification timeline:** By September 30, 2024

### Overview:

School Uplift: Building Energy Upgrades Grant provides funding of up to \$400,000 toward the scope of work outlined in the School Uplift Reference Agreement. The School District is responsible for managing the request for proposal (RFP) process, according to State of Tennessee procurement standards. The School District is responsible for initiating the project and keeping all records and receipts. Please see the Funding Agreement for specific details.

Tennessee Valley Authority (TVA) and the State of Tennessee’s Energy Efficient Schools Initiative (EESI) will distribute grant funds as listed below:

Milestones for Reimbursement Processing				
Distribution Milestone		Purpose	Amount	Funder
<b>Milestone One (1)</b>	Project materials onsite	Reimburse 50% of the quoted, projected cost	Maximum \$85,000	TVA
<b>Milestone Two (2)</b>	Project completed and verified	Reimburse remaining project balance	Maximum \$315,000	EESI

## Reimbursement Process

### **Milestone One (1)**

To achieve Milestone One (1), materials and equipment must be on site and verified by a third-party implementer. Upon completion of Milestone One (1), the school will submit the below documentation to Brittany Alvarado, Program Manager, at [tvaschooluplift@trccompanies.com](mailto:tvaschooluplift@trccompanies.com).

Please include the following documentation with your submission:

- All Receipts/Invoices – Please save files in the following format: “SCHOOLNAME\_VENDOR\_YEAR\_MONTH”.
- Valid W9 of who the check is written out to
- Payee contact info (First and Last name, phone number and email)

*All forms will be distributed with the funding agreement. If additional copies are needed, please contact a [program representative](#).*

Following submission, a program representative will verify the documentation is complete. If the proper items are not submitted, she will return the submission to the school with a request for additional information. Following approval, funds will be distributed as a lump sum to the School District.

### **Milestone Two (2)**

To achieve this Milestone Two (2), the project must be **completed by August 1<sup>st</sup>, 2024**. The completed project needs to be verified by a third-party implementer no later than September 30, 2024. For a project to be considered complete, mechanical systems must be commissioned as defined by the Department of Energy<sup>1</sup>. Upon completion of Milestone Two (2), the School District will submit the below documentation for final reimbursement at [tvaschooluplift@trccompanies.com](mailto:tvaschooluplift@trccompanies.com).

Please include the following documentation with your submission:

- Remaining Receipts/Invoices – Please submit all remaining receipts/invoices accumulated following the Milestone One reimbursement. All receipts/invoices should be saved in the following format: “SCHOOLNAME\_VENDOR\_YEAR\_MONTH”.
- EESI’s Completion Form

*All forms will be distributed with the funding agreement. If additional copies are needed, please contact [program representative](#).*

---

<sup>1</sup> [https://www.energy.gov/sites/default/files/2014/07/f17/commissioning\\_fed\\_facilities.pdf](https://www.energy.gov/sites/default/files/2014/07/f17/commissioning_fed_facilities.pdf)

Following submission, a program representative will verify the documentation is complete. If the proper items are not submitted, she will return the submission to the school with a request for additional information. Following approval, funds will be distributed as a lump sum to the School District.

**Reporting Process**

A Completion Form, along with invoices, is required to be submitted at Milestone Two (2). At the end of the 2023/2024 school year, a final report may be required to share the non-energy benefits of the School Uplift: Building Energy Upgrades Grant.

<b>Timeline</b>	<b>Required Report</b>
Submission of Milestone One (1)	Invoices
Submission of Milestone Two (2)	Invoices; Completion Form
End of 2023/2024 School Year	School Uplift Impact Report

This sheet has been updated as of May 5, 2023, with information through April 2023

**GREENVILLE CITY SCHOOLS  
2022 - 2023  
ACTUAL LOCAL REVENUE COLLECTIONS**

	Property Tax		Property Tax - Prior Year		Clerk & Master		Interest & Penalty		Pick-up Taxes		In Lieu of - Local Utility		In Lieu of - Other	
	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023	2020-2021	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023
July	\$ -	\$ -	\$ 7,233.62	\$ 9,188.59	\$ 2,460.24	\$ 2,701.20	\$ 1,752.78	\$ 2,087.99	\$ -	\$ -	\$ -	\$ 12,443.75	\$ 229.48	\$ 259.49
August	\$ -	\$ -	\$ 5,643.32	\$ (8,670.69)	\$ 3,236.72	\$ 1,562.92	\$ 2,656.12	\$ 1,167.29	\$ -	\$ -	\$ 20,193.41	\$ 1,866.77	\$ -	\$ -
September	\$ -	\$ -	\$ 12,511.86	\$ 8,843.53	\$ 2,755.65	\$ 2,448.00	\$ 3,390.50	\$ 2,314.04	\$ -	\$ -	\$ 12,112.55	\$ 12,443.75	\$ -	\$ -
October	\$ 317,860.47	\$ 310,678.20	\$ 14,045.37	\$ 24,699.44	\$ 5,106.88	\$ 4,361.74	\$ 5,028.67	\$ 5,053.22	\$ -	\$ -	\$ 12,112.55	\$ 23,922.74	\$ -	\$ -
November	\$ 294,348.41	\$ 254,859.08	\$ 7,196.09	\$ 5,023.07	\$ 5,595.97	\$ 2,940.19	\$ 5,240.67	\$ 2,216.44	\$ -	\$ -	\$ 12,112.55	\$ 11,478.99	\$ -	\$ -
December	\$ 788,057.72	\$ 727,728.65	\$ 7,144.70	\$ 4,516.08	\$ 12,647.24	\$ 1,537.24	\$ 10,670.87	\$ 1,719.37	\$ -	\$ -	\$ 10,295.46	\$ 11,478.99	\$ -	\$ 2,169.51
January	\$ 346,759.76	\$ 333,034.59	\$ 5,077.41	\$ 6,094.97	\$ 2,140.47	\$ 2,470.03	\$ 1,905.77	\$ 2,791.43	\$ -	\$ -	\$ 12,112.55	\$ 11,479.00	\$ 1,169.76	\$ -
February	\$ 1,399,144.29	\$ 1,269,694.23	\$ 14,336.52	\$ 14,448.44	\$ 2,020.50	\$ 3,042.81	\$ 3,664.48	\$ 4,442.79	\$ -	\$ -	\$ 12,112.55	\$ 11,478.99	\$ 1,528.12	\$ 1,010.65
March	\$ 202,317.96	\$ 125,938.84	\$ 17,959.00	\$ 18,463.97	\$ 3,628.64	\$ 3,190.94	\$ 7,001.09	\$ 6,261.48	\$ -	\$ -	\$ 12,112.55	\$ 11,478.99	\$ -	\$ 57.86
April	\$ 22,832.14	\$ 22,354.10	\$ -	\$ -	\$ 2,220.34	\$ 2,180.14	\$ 1,962.15	\$ 1,703.37	\$ -	\$ -	\$ 12,112.55	\$ 11,478.99	\$ 1,028.73	\$ -
May														
ADA Adj.														
June														
Totals	\$ 3,371,320.75	\$ 3,044,287.69	\$ 91,147.89	\$ 82,607.40	\$ 41,812.65	\$ 26,435.21	\$ 43,273.10	\$ 29,757.42	\$ -	\$ -	\$ 115,276.72	\$ 119,550.96	\$ 3,956.09	\$ 3,497.51
Commission	\$ 67,426.42	\$ 60,885.75	\$ 1,822.96	\$ 1,652.15	\$ 418.13	\$ 264.35	\$ 865.46	\$ 595.15	\$ -	\$ -	\$ 1,152.77	\$ 1,195.51	\$ 39.56	\$ 34.98
Total Net	\$ 3,303,894.34	\$ 2,983,401.94	\$ 89,324.93	\$ 80,955.25	\$ 41,394.52	\$ 26,170.86	\$ 42,407.64	\$ 29,162.27	\$ -	\$ -	\$ 114,123.95	\$ 118,355.45	\$ 3,916.53	\$ 3,462.53
Difference		\$ (327,033.06)		\$ (8,540.49)		\$ (15,377.44)		\$ (13,515.68)		\$ -		\$ 4,274.24		\$ (458.58)

	Sales Tax		Bank Excise Tax		Mixed Drink Tax		Statutory Local Tax		Marriage Licenses		Subtotal		2021-22% of Actual	2022-23 % of Budget
	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023	2020-2021	2022-2023		
July	\$ 374,777.02	\$ 421,100.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 149.38	\$ 114.49	\$ 386,602.52	\$ 447,895.80	5.1%	5.4%
August	\$ 367,431.34	\$ 432,580.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85.36	\$ 90.13	\$ 399,246.27	\$ 428,596.66	5.3%	5.2%
September	\$ 371,486.88	\$ 496,616.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97.22	\$ 82.83	\$ 402,354.66	\$ 522,748.17	5.3%	6.3%
October	\$ 363,856.95	\$ 392,440.02	\$ -	\$ -	\$ 13,171.95	\$ 13,304.80	\$ -	\$ -	\$ 139.90	\$ 136.42	\$ 731,322.74	\$ 774,596.58	9.6%	9.3%
November	\$ 427,773.87	\$ 420,689.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 192.07	\$ 121.80	\$ 752,459.63	\$ 697,329.56	9.9%	8.4%
December	\$ 377,553.14	\$ 415,739.51	\$ -	\$ -	\$ -	\$ -	\$ 31.20	\$ 97.40	\$ 97.22	\$ 87.70	\$ 1,206,497.55	\$ 1,165,074.45	15.9%	14.1%
January	\$ 451,682.57	\$ 433,205.57	\$ -	\$ -	\$ 12,835.55	\$ 13,304.80	\$ 35.00	\$ -	\$ 73.51	\$ 56.03	\$ 833,792.35	\$ 802,436.42	11.0%	9.7%
February	\$ 444,723.39	\$ 499,814.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35.00	\$ 37.94	\$ 43.85	\$ 1,877,567.79	\$ 1,804,011.38	24.7%	21.8%
March	\$ 334,417.34	\$ 400,259.71	\$ 18,000.43	\$ 24,654.60	\$ -	\$ -	\$ -	\$ -	\$ 66.39	\$ 51.16	\$ 595,503.40	\$ 590,357.55	7.8%	7.1%
April	\$ 349,435.80	\$ 399,405.45	\$ -	\$ -	\$ 12,673.34	\$ 25,391.92	\$ -	\$ -	\$ 61.65	\$ 75.52	\$ 402,326.70	\$ 462,589.49	5.3%	5.6%
May											\$ -	\$ -	0.0%	0.0%
ADA Adj.											\$ -	\$ -	0.0%	0.0%
June											\$ -	\$ -	0.0%	0.0%
Totals	\$ 3,863,138.30	\$ 4,311,851.42	\$ 18,000.43	\$ 24,654.60	\$ 38,680.84	\$ 52,001.52	\$ 66.20	\$ 132.40	\$ 1,000.64	\$ 859.93	\$ 7,587,673.61	\$ 7,695,636.06		
Commission	\$ 38,631.38	\$ 43,118.51	\$ 180.00	\$ 246.55	\$ 386.81	\$ 520.02	\$ 0.66	\$ 1.32	\$ 10.01	\$ 8.60	\$ 110,934.15	\$ 108,522.89		
Total Net	\$ 3,824,506.92	\$ 4,268,732.91	\$ 17,820.43	\$ 24,408.05	\$ 38,294.03	\$ 51,481.50	\$ 65.54	\$ 131.08	\$ 990.63	\$ 851.33	\$ 7,476,739.46	\$ 7,587,113.17		
Difference		\$ 448,713.12		\$ 6,654.17		\$ 13,320.68		\$ 66.20		\$ (140.71)		\$ 107,962.45		

Total budgeted projection for 2022 - 2023 is \$ 8,291,395 The year-to-date collection of \$ 7,695,636 is 92.8% of the total budgeted projection.

The amount collected year-to-date is \$ 107,962 more than this time last year. (This amount does not reflect commission fees.)

**Greeneville City Schools**  
**Comparative Summary of Revenue Collections**  
**For the Month Ended April 30, 2023**

<b>LOCAL REVENUE</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>Variance</b>	<b>Actual % Change</b>
<b>Property Tax</b>	\$ 3,371,320.75	\$ 3,044,287.69	\$ (327,033.06)	-9.70%
<b>Property Tax - Prior Year</b>	91,147.89	82,607.40	\$ (8,540.49)	-9.37%
Clerk & Master	41,812.65	26,435.21	\$ (15,377.44)	-36.78%
Interest & Penalty	43,273.10	29,757.42	\$ (13,515.68)	-31.23%
Pick-Up Taxes	-	-	\$ -	0.00%
In Lieu Of - Local Utility	115,276.72	119,550.96	\$ 4,274.24	3.71%
In Lieu Of - Other	3,956.09	3,497.51	\$ (458.58)	-11.59%
<b>Sales Tax</b>	<b>3,863,138.30</b>	<b>4,311,851.42</b>	<b>\$ 448,713.12</b>	<b>11.62%</b>
Bank Excise Tax	18,000.43	24,654.60	\$ 6,654.17	0.00%
Mixed Drink Tax	38,680.84	52,001.52	\$ 13,320.68	34.44%
Statutory Local Taxes	66.20	132.40	\$ 66.20	100.00%
Marriage Licenses	1,000.64	859.93	\$ (140.71)	-14.06%
<b>Totals</b>	<b>\$ 7,587,673.61</b>	<b>\$ 7,695,636.06</b>	<b>\$ 107,962.45</b>	<b>1.42%</b>

*Note: Amounts reflected do not take into consideration commission fees. Property tax, Interest & Penalty and Pick-Up Tax commission fees are calculated at 2% of total collections, while all other categories are calculated at 1% of total collections.*

*\* Total budgeted amount of local revenue attributable to the GTC is \$564,278*

<b>BEP REVENUE</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>Variance</b>
July	\$ -	\$ 400,115.00	\$ 400,115.00
August	1,607,700.00	1,694,900.00	\$ 87,200.00
September	1,607,700.00	1,694,900.00	\$ 87,200.00
October	1,607,700.00	1,694,900.00	\$ 87,200.00
November	1,607,700.00	1,694,900.00	\$ 87,200.00
December	1,607,700.00	1,694,900.00	\$ 87,200.00
January	1,620,900.00	1,723,100.00	\$ 102,200.00
February	1,609,900.00	1,699,600.00	\$ 89,700.00
March	1,609,900.00	1,699,600.00	\$ 89,700.00
April	1,609,900.00	1,808,100.00	\$ 198,200.00
May			
June			
<b>Totals</b>	<b>\$ 14,489,100.00</b>	<b>\$ 15,805,015.00</b>	<b>\$ 1,315,915.00</b>

# Greeneville City Schools

## General Purpose Financial Report

### For the Month of April 2023

Account #	Description	Month-to-Date	Year-to-Date	Total Budget	YTD % of Total Budget
<b><u>REVENUE</u></b>					
34565	Restricted for Support Services	\$ -	\$ -	3,143.00	
34590	Restricted for Other Purposes	\$ -	\$ -	17,650.00	
34760	Assigned for Instruction	\$ -	\$ -	182,225.00	0.0%
34765	Assigned for Support Services	\$ -	\$ -	2,292.00	0.0%
34785	Assigned for Capital Projects	\$ -	\$ -	242,353.00	0.0%
34790	Assigned for Other Purposes	\$ -	\$ -	111,875.00	0.0%
40000	Local Taxes	\$ 559,229.82	\$ 6,749,477.87	8,098,424.00	83.3%
41000	Marriage Licenses	\$ 43.16	\$ 712.41	1,090.00	65.4%
43511	Tuition	\$ 51,310.09	\$ 627,958.16	671,925.00	93.5% (1)
43570	Receipts from Individual Schools	\$ 18,816.10	\$ 114,346.37	115,100.00	99.3%
44000	Other Local Revenue	\$ 27,077.23	\$ 210,760.60	181,097.00	116.4%
46000	State Education Funds	\$ 1,803,041.63	\$ 15,169,182.19	17,129,905.00	88.6%
47100	Federal Through State Grants	\$ -	\$ 43,785.00	50,000.00	87.6%
47600	Direct Federal Funds (ROTC)	\$ 5,692.96	\$ 44,107.02	53,565.00	82.3%
49000	Operating Transfers & Insurance Recovery	\$ 1,766,074.85	\$ 4,725,104.35	6,061,471.00	78.0%
	<b>Total Revenues</b>	<b>\$ 4,231,285.84</b>	<b>\$ 27,685,433.97</b>	<b>\$ 32,922,115.00</b>	<b>84.1%</b>
<b><u>EXPENDITURES</u></b>					
		<b>MTD</b>	<b>YTD</b>		
71100	Regular Instruction	\$ 1,226,484.09	\$ 11,797,225.26	\$ 15,909,390.00	74.2%
71150	Alternative Instruction	10,793.14	83,354.17	121,298.00	68.7%
71200	Special Education	157,680.78	1,460,369.94	2,061,366.00	70.8%
71300	Vocational Education	15,064.32	133,139.22	181,407.00	73.4%
71400	Student Body	-	120.00	1,900.00	6.3%
72110	Attendance	6,837.08	62,048.33	82,552.00	75.2%
72120	Health Services	(107,313.75)	186,840.34	407,376.00	45.9%
72130	Other Student Support	88,355.19	893,269.64	1,288,797.00	69.3%
72210	Regular Instruction Support	123,114.51	1,143,758.86	1,495,018.00	76.5%
72220	Special Education Support	31,588.49	271,672.43	314,495.00	86.4%
72230	Vocational Education Support	-	-	2,400.00	0.0%
72250	Technology	70,574.05	730,129.71	1,028,529.00	71.0%
72310	Board of Education	39,050.26	772,662.69	880,759.00	87.7% (2)
72320	Office of Director	29,280.57	321,680.03	391,935.00	82.1%
72410	Office of Principal	142,430.64	1,381,266.83	1,684,911.00	82.0%
72510	Fiscal Services	26,326.37	280,592.69	341,883.00	82.1%
72520	Human Resources	23,024.35	249,027.04	315,098.00	79.0%
72610	Operation of Plant	160,794.50	1,796,385.81	2,124,673.00	84.5% (3)
72620	Maintenance of Plant	63,480.79	857,575.42	994,203.00	86.3% (3)
72710	Transportation	116,762.55	874,748.90	1,177,015.00	74.3%
73100	School Nutrition	-	5,820.74	-	N/A
73300	Community Services	2,162.11	22,828.66	25,652.00	89.0% (4)
73400	Early Childhood Education	43,777.07	415,185.06	557,495.00	74.5%
76100	Capital Outlay	9,290.00	47,515.56	742,353.00	6.4%
81300	Education Debt Service	-	-	328,700.00	0.0%
99100	Operating Transfers	19,292.30	284,450.70	462,910.00	61.4%
	<b>Total Expenditures</b>	<b>\$ 2,298,849.41</b>	<b>\$ 24,071,668.03</b>	<b>\$ 32,922,115.00</b>	<b>73.1%</b>
	<b>Net Revenue (Expense)</b>	<b>\$ 1,932,436.43</b>	<b>\$ 3,613,765.94</b>		

## Explanation of Footnotes

(1) Tuition Count as of 5/10/23 is 590 students.

(2) 2022-2023 Liability and Workers' Compensation Insurance Payments Reflected

(3) Reflects Open Purchase Orders for Routine Maintenance & Operations Expenditures

(4) Family Resource Center Donations to be Budgeted in General Purpose Budget Amendment #2

(5) Encumbrances Total \$1,388,007

# Greeneville City Schools

## Federal Projects Financial Report

### For the Month of April 2023

<u>REVENUE</u>	<u>Month-to-Date</u>	<u>Year-to-Date</u>	<u>Total Budget</u>	<u>YTD % of Total Budget</u>
Consolidated Administration	\$ -	\$ 52,015.55	\$ 109,580.00	47.5%
Title I-A	\$ -	\$ 271,649.40	658,832.00	41.2%
Title I-A Neglected	\$ -	\$ 32,902.16	80,444.00	40.9%
Title II-A	\$ -	\$ 35,339.80	123,351.00	28.6%
Title III	\$ -	\$ 5,221.27	53,166.00	9.8%
Title IV	\$ -	\$ 17,523.25	52,981.00	33.1%
21st Century Learning	\$ -	\$ 129,529.88	346,686.00	37.4%
Title V	\$ -	\$ 44,690.38	89,846.00	49.7%
IDEA Part B	\$ -	\$ 294,947.03	888,572.00	33.2%
IDEA Pre-School	\$ -	\$ 4,376.95	13,343.00	32.8%
ESSER 2.0**	\$ -	\$ 321,471.63	578,890.00	55.5%
ESSER 3.0**	\$ 39,606.17	\$ 578,419.64	2,953,947.00	19.6%
Fiscal Pre-Monitoring Supports Grant**	\$ -	\$ -	37,467.00	0.0%
Epidemiology & Laboratory Capacity Grant**	\$ -	\$ 250,894.74	619,127.00	40.5%
Resilient School Communities Grant**	\$ 31,122.65	\$ 31,122.65	163,062.00	19.1%
Governors Civics Grant**	\$ -	\$ -	544.00	0.0%
ARP Homeless**	\$ -	\$ 5,077.64	20,965.00	24.2%
Math Implementation Supports Grant**	\$ -	\$ -	71,250.00	0.0%
ARP Idea**	\$ -	\$ 35,707.71	119,890.00	29.8%
Literacy Training Stipend Grant	\$ -	\$ 33,000.00	33,000.00	100.0%
<b>Total Revenues</b>	<b>\$ 70,728.82</b>	<b>\$ 2,143,889.68</b>	<b>\$ 7,014,943.00</b>	<b>30.6%</b>

<u>EXPENDITURES</u>	<u>MTD</u>	<u>YTD</u>	<u>Total Budget</u>	<u>YTD % of Total Budget</u>
Consolidated Administration	\$ 8,006.93	\$ 86,527.22	\$ 109,580.00	79.0%
Title I-A	51,255.05	424,408.12	658,832.00	64.4%
Title I-A Neglected	6,697.13	60,714.53	80,444.00	75.5%
Title II-A	6,364.07	60,796.08	123,351.00	49.3%
Title III	26.60	10,905.20	53,166.00	20.5%
Title IV	3,390.82	30,584.54	52,981.00	57.7%
21st Century Grant	29,525.95	188,359.43	346,686.00	54.3%
Title V	5,905.08	65,603.86	89,846.00	73.0%
ARP Homeless**	364.97	8,425.92	20,965.00	40.2%
IDEA Part B	58,098.97	530,675.82	888,572.00	59.7%
IDEA Pre-School	2,367.87	10,965.86	13,343.00	82.2%
ESSER 2.0 **	41,022.06	401,977.03	578,890.00	69.4%
ESSER 3.0 **	95,823.46	711,914.52	2,953,947.00	24.1%
Fiscal Pre-Monitoring Supports Grant**	-	-	37,467.00	0.0%
Epidemiology & Laboratory Capacity **	180,359.48	491,405.27	619,127.00	79.4%
Resilient School Communities Grant**	10,992.17	43,738.58	163,062.00	26.8%
Governors Civics Grant**	431.70	431.70	544.00	79.4%
Math Implementation Supports Grant**	63,750.00	69,250.00	71,250.00	97.2%
ARP IDEA **	4,665.88	50,859.28	119,890.00	42.4%
Literacy Training Stipend Grant	-	38,202.90	33,000.00	115.8%
<b>Total Expenditures</b>	<b>\$ 569,048.19</b>	<b>\$ 3,285,745.86</b>	<b>\$ 7,014,943.00</b>	<b>46.8%</b>

<b>Net Revenue (Expense)</b>	<b>\$ (498,319.37)</b>	<b>\$ (1,141,856.18)</b>	<b>\$ -</b>
------------------------------	------------------------	--------------------------	-------------

\*Encumbrances Total \$419,215

\*\* Reflects CARES Act Funding Grants

# Greeneville City Schools

## Greene Technology Center Financial Report

### For the Month of April 2023

Account #	Description	Month-to-Date	Year-to-Date	Total Budget	YTD % of Total Budget	
<b><u>REVENUE</u></b>						
34590	AWS Testing	\$ -	\$ -	\$ 6,000.00	0.0%	
39000	Unassigned Fund Balance	\$ -	\$ -	\$ 88,053.00	0.0%	
40000	Local Taxes	56,419.80	507,778.20	564,198.00	90.0%	(1)
41000	Marriage Licenses	8.00	72.00	80.00	90.0%	(1)
43542	Contracts with Other LEAs (Greene County)	78,000.00	312,000.00	312,000.00	100.0%	(2)
44000	Other Local Revenue & Miscellaneous Refunds	3,849.95	70,305.22	67,939.00	103.5%	(4)
46511	Basic Education Program- State of TN (BEP)	76,361.80	687,256.20	763,618.00	90.0%	(1)
46000	Career Ladder	106.40	957.60	1,064.00	90.0%	
47100	Federal Through State- Carl Perkins	11,927.29	38,539.14	53,223.00	72.4%	
49000	Operating Transfer (Grv City) & Insurance Recovery	59,292.30	213,630.70	194,423.00	109.9%	(1)
	<b>Total Revenues</b>	<b>\$ 285,965.54</b>	<b>\$ 1,830,539.06</b>	<b>\$ 2,050,598.00</b>	<b>89.3%</b>	
<b><u>EXPENDITURES</u></b>						
71300	Vocational Education	\$ 88,733.77	\$ 763,520.35	\$ 1,055,213.00	72.4%	
72130	Other Student Support	10,489.52	101,971.82	143,017.00	71.3%	
72250	Technology	4,934.65	49,161.43	59,007.00	83.3%	
72310	Board of Education	2,867.66	101,260.86	115,188.00	87.9%	(3)
72410	Office of Principal	28,007.10	262,012.22	356,105.00	73.6%	
72610	Operation of Plant (Custodial)	18,659.91	185,436.42	220,120.00	84.2%	
72620	Maintenance of Plant	685.71	18,331.14	23,724.00	77.3%	
76100	Capital Outlay	-	14,358.34	25,000.00	57.4%	
71300	Perkins Funds- Vocational Education	2,502.04	30,962.21	33,884.00	91.4%	
72130	Perkins Funds- Other Student Support	(97.97)	7,225.74	15,745.00	45.9%	
72230	Perkins Funds- Vocational Education Support	63.43	3,588.34	3,595.00	99.8%	
	<b>Total Expenditures</b>	<b>\$ 156,845.82</b>	<b>\$ 1,537,828.87</b>	<b>\$ 2,050,598.00</b>	<b>75.0%</b>	
	<b>Net Revenue (Expense)</b>	<b>\$ 129,119.72</b>	<b>\$ 292,710.19</b>			

## Explanation of Footnotes

(1) Revenues Allocated to GTC are Paid in Equal Installments from GCS Over 9 Months- Beginning in August; Then Adjusted Per Actual Revenue in

(2) Represents Total Amount Received From Greene County Schools

(3) Reflects cost of 2022-2023 Liability and Workers' Compensation Insurance Payments

(4) Prior & Current Year John Deere Grant Proceeds/HAAS Donation Revenue Were Added in GTC Fiscal Year 2023 Amendment #2

Encumbrances total \$59,556

**Greeneville City Schools**  
**General Purpose Budget**  
**2023-2024**  
**Presented: May 2023**

Account #	Description	General Purpose Budget 2023-2024
34765	Assigned for Support Services	6,519
40000	Local Taxes	8,426,429
41000	Licenses & Permits	1,010
43000	Charges for Current Services (Education)	884,144
44000	Other Local Revenue	128,468
46000	State Education Funds & Other State Revenues	19,720,336
47100	Federal Through State	50,000
47600	Direct Federal (ROTC)	54,185
49000	City Appropriation, Indirect Cost, & Insurance Recovery	6,280,447
	<b>Total Revenues and Equity</b>	<b>\$ 35,551,538</b>
71100	Regular Instruction	17,032,304
71150	Alternative Instruction Program	135,284
71200	Special Education Program	2,623,296
71300	Vocational Education Program	189,959
71400	Student Body Education Program	1,500
72110	Attendance	113,895
72120	Health Services	434,320
72130	Other Student Support	1,428,963
72210	Regular Instruction - Support	1,479,439
72220	Special Education Program - Support	333,415
72230	Vocational Education Program - Support	2,400
72250	Technology	1,112,903
72310	Board of Education	898,667
72320	Office of the Superintendent	411,333
72410	Office of Principal	2,024,573
72510	Fiscal Services	361,526
72520	Human Resources	353,622
72610	Operation of Plant	2,342,010
72620	Maintenance of Plant	1,098,847
72710	Transportation	1,160,349
73300	Community Services	20,000
73400	Early Childhood Education	595,255
76100	Capital Outlay	600,000
81300	Education Debt Service	326,200
99100	Operating Transfers	471,478
	<b>Total Expenses</b>	<b>\$ 35,551,538</b>

# Greeneville City Board of Education

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Drug &amp; Alcohol Testing for Employees</b>	Descriptor Code: <b>5.403</b>	Revision Date: <b>06/22/23</b>
		Rescinds: <b>5.403</b>	Adoption Date: <b>12/13/18</b>

## 1 REASONABLE SUSPICION DRUG TESTING

2 Trained supervisors have the responsibility to observe and document the cause for reasonable  
3 suspicion, and when appropriate, refer the matter to the Director of Schools/designee. It is not the  
4 supervisor's responsibility to attempt diagnosis. All information, facts and circumstances leading to and  
5 supporting this suspicion should be included in a written report detailing the basis for the suspicion.  
6 After the report is filed, the employee shall be notified.

7 Any employee may be required to submit to substance screening if the following conditions exist: (list  
8 is not inclusive)

- 9 1. Observable phenomena while at work, such as direct observation of drug or alcohol use or of  
10 the physical symptoms or manifestations of being under the influence of a drug or alcohol;  
11
- 12 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work  
13 performance;  
14
- 15 3. A report of drug or alcohol use, provided by a reliable and credible source;  
16
- 17 4. Evidence that an individual has tampered with a drug or alcohol test during employment with  
18 the current covered employer;  
19
- 20 5. Information that an employee has caused, contributed to or been involved in an accident while  
21 at work; or  
22
- 23 6. Evidence that an employee has used, possessed, sold, solicited or transferred drugs or used  
24 alcohol while working or while on the covered employer's premises or while operating the  
25 covered employer's vehicle, machinery or equipment;

## 26 POST ACCIDENT DRUG TESTING

27 Testing shall be completed when an employee suffers a work-related injury requiring more than first  
28 aid or is involved in a job-related accident or incident which results in property damage of ~~\$200~~ **1,000**  
29 or more. Such testing will occur as soon as possible, but only after emergency or urgent medical care  
30 has been administered.

31 Under no circumstances shall an employee under reasonable suspicion or post-accident incident  
32 transport themselves to the testing facility and shall always be accompanied by a manager or  
33 supervisor.

## 1 TESTING FOR CDL EMPLOYEES

2 All drivers and applicants for driver positions who are required to hold a Commercial Driver's License  
3 (CDL) to perform their job function must adhere to the requirements of this policy and all procedures  
4 relating to this policy.<sup>1</sup>

5 The use, possession, sale, purchase or transfer of any controlled substances except medically  
6 prescribed drugs on school property, while on school business or while operating school vehicles and  
7 equipment is prohibited. Drinking alcoholic beverages during working hours, four (4) hours before  
8 reporting to work or having any measurable amount of alcohol in the employee's system during  
9 working hours is prohibited, whether on or off school property. Working hours include all breaks. Off-  
10 duty use of drugs and alcohol is prohibited to the extent that it affects driver's attendance or  
11 performance and their ability to pass required DOT alcohol and controlled substance tests. Any  
12 violation of this policy is grounds for termination as an employee of the Board and possible legal  
13 prosecution.

14 The use of any prescription drug that could affect the central nervous system or one that would impair  
15 reaction time shall be reported to the Director of Schools/Director of Transportation. Notice shall be  
16 given of non-prescription (over-the-counter) drugs being taken on a regular basis. The notice shall  
17 include the duration of ingestion and the possible side effects.

### 18 Procedures

19 The execution and enforcement of this policy will follow set procedures to screen bodily fluids,  
20 conduct breath testing, and/or search all employee/applicants for alcohol and drug use, and those  
21 employees suspected of violating this policy who are involved in a reportable accident or who are  
22 periodically or randomly selected. The procedures are designed not only to detect violations of this  
23 policy, but also to ensure fairness to each employee. Disciplinary action will be taken as necessary.

### 24 Implementation

25 The Director of Schools/Director of Transportation is authorized to implement this policy and  
26 procedures for the drug testing program, including a periodic review of the program to address any  
27 problems, changes and/or revisions of it, maintenance of all records required by the federal regulations,  
28 and determination upon Board approval of how the program will be accomplished, whether in-house,  
29 contracted or by consortium.

### 30 Dissemination

31 The Director of Schools/Director of Transportation shall be responsible for communicating this policy  
32 and the procedures to all employees affected by this policy and shall be accountable for its consistent  
33 enforcement.<sup>2</sup> The Director of Schools/Director of Transportation is designated to answer questions  
34 about this policy, procedures and all other matters involved in alcohol and controlled substance testing  
35 of CDL drivers and the reasonable suspicion testing of all other employees.  
36

---

Legal References

1. Omnibus Transportation Employee Testing Act of 1991, 49 USCA § 5331
2. 49 CFR § 382.601

---

Cross References

Alcohol & Drugs in the Workplace 1.804



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000152106013.1</b>	Sales Rep	Genyffer Reyes
<b>Total</b>	<b>\$247,500.00</b>	Phone	(800) 456-3355, 6180399
Customer #	2188538	Email	Genyffer_Reyes@Dell.com
Quoted On	May. 08, 2023	<b>Billing To</b>	LARRY JONES
Expires by	Jun. 07, 2023		GREENEVILLE CITY SCHOOL
Contract Name	Customer Purchase Agreement for Products and Services		PO BOX 1420
Contract Code	C000000381302		GREENVILLE, TN 37744-1420
Customer Agreement #	Wilson County Schools		
Deal ID	20284830		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Genyffer Reyes

---

Product	Unit Price	Quantity	Subtotal
SI# 350102 Dell Latitude 3140	\$330.00	750	\$247,500.00
	<b>Subtotal:</b>		<b>\$247,500.00</b>
	<b>Shipping:</b>		<b>\$0.00</b>
	<b>Non-Taxable Amount:</b>		<b>\$247,500.00</b>
	<b>Taxable Amount:</b>		<b>\$0.00</b>
	<b>Estimated Tax:</b>		<b>\$0.00</b>
	<b>Total:</b>		<b>\$247,500.00</b>

<b>SI# 350102 Dell Latitude 3140</b>	<b>Quantity</b>	<b>Subtotal</b>
Estimated delivery if purchased today:	<b>\$330.00</b>	<b>750</b>
May. 30, 2023		<b>\$247,500.00</b>
Contract # C000000381302		
Customer Agreement # Wilson County Schools		

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 3140 BTX	210-BFRX	-	750	-
Intel(R) Processor N100	379-BEZL	-	750	-
Windows 11 Pro, Natl Aca ENTRY. K12 EDU only. English, French, Spanish	619-AQKC	-	750	-
No Microsoft Office License Included	658-BCSB	-	750	-
Intel UHD Graphics for Intel Processor N100 with 4GB Memory and TPM	338-CGUT	-	750	-
4GB 4800MHz LPDDR5x	370-AHKI	-	750	-
128 GB, M.2, PCIe NVMe, SSD, Class 35	400-BPKF	-	750	-
11.6" HD (1366x768), Non-Touch, Single Mic, WLAN capable, Laptop	391-BHBL	-	750	-
I US non-backlit keyboard	583-BHFW	-	750	-
Intel AX201 Wireless Driver	555-BIFB	-	750	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz	555-BIEY	-	750	-
3 Cell 41 Whr ExpressCharge™ Capable Battery	451-BCTZ	-	750	-
65 Watt AC Adaptor	492-BBDD	-	750	-
Palmrest without World Facing Camera for 3 Cell Battery, Laptop or 2-in-1	346-BILR	-	750	-
E4 Power Cord 1M for US	537-BBBL	-	750	-
Quick Reference Guide Laptop	340-DCTQ	-	750	-
ENERGY STAR Qualified	387-BBLW	-	750	-
Fixed Hardware Configuration	998-FXJP	-	750	-
Dell Additional Software	658-BFRC	-	750	-
Min Model Ship, Type C, 65W, Clamshell	340-DDBP	-	750	-
Intel Process N100/N200 CPU Label	389-EFSH	-	750	-
Non-vPro	631-ADOU	-	750	-
Latitude 3140 Bottom Door for 3 Cell Battery with Type-C, Laptop or 2-in-1	321-BIBS	-	750	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	750	-
HD Camera, No Temporal Noise Reduction, No Camera Shutter, Single Mic	319-BBJO	-	750	-
Dell Limited Hardware Warranty	997-6727	-	750	-
Mail In Service after Remote Diagnosis, 1 Year	997-6728	-	750	-
No Accidental Damage Selected	981-4619	-	750	-
CFI Titan Code for CFI FIDA or Bypass SI	364-1846	-	750	-
CFI,Service,Software,Dell,CFI, RW,Install,Factory Install	364-6797	-	750	-
CFI Routing SKU	365-0257	-	750	-
Configuration Services	368-0001	-	750	-
CFI,Information Latitude,Notebook,Only	371-0940	-	750	-

CFI,Information,Estar,CFI,Allowed,Factory Install	372-9365	-	750	-
CFI,Information,CSRouting,Eligible,Factory Install	375-3088	-	750	-
Liftgate Service Latitude	368-2204	-	750	-
Advance Delivery Notice Fee, Latitude	368-2207	-	750	-
Inside Delivery Service, Single Destination, Latitude	368-2302	-	750	-

---

<b>Subtotal:</b>	<b>\$247,500.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$247,500.00</b>

# Important Notes

---

## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

# Ford of Murfreesboro

John Hamby  
 1550 NW Broad St.  
 Murfreesboro, TN 37129

## SALES QUOTATION STATE CONTRACT- 000072320

**TO:**  
 GREENEVILLE CITY SCHOOLS  
 2022 FORD F150 SUPER CAB 4WD PICKUP  
 OXFORD WHITE

F.O.B.  
 TERMS  
 DELIVERY  
 NUMBER

Thank you for your inquiry dated: February 14, 2022  
 We are pleased to quote you the following:

ITEM	QUANTITY		UNIT PRICE	DELIVERY DATE
1		2022 FORD F-150 SUPER CAB 4WD PICKUP		
2		5.0 LITER V-8 W/ 10 SPEED TRANSMISSION	\$28,057.00	
3		EXTERIOR- OXFORD WHITE		
4		Interior--- DARK SLATE VINYL		
5		options listed on window sticker		
6				
7		OPTIONS	\$7,020.00	
8				TBD
9		101 EQUIPMENT GRP, POWER WINDOWS/ LOCKS		
10		PERIMETER ALERT, REAR CAMERA ON DEMAND, REVERSE SENSING		
11		V-8 ENGINE, TOW PKG. CHROME PKG, ALUMINUM WHEELS,		
12		FOG LIGHTS, W/ LIFTGATE 1500 LB.		
		TOTAL X 1	\$35,077.00	

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

*John Hamby*  
 PER

February 14, 2022  
 DATE

Prepared by: JOHN HAMBY  
02/14/2022



Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 230

**As Configured Vehicle**

Code	Description	MSRP
<b>Base Vehicle</b>		
X1E	Base Vehicle Price (X1E)	\$37,505.00
<b>Packages</b>		
101A	Equipment Group 101A High	\$2,280.00
	- Option Discount	-\$750.00
	<i>Includes:</i>	
	- Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	
	- Tires: 265/70R17 BSW A/T	
	- Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i>	
	- SYNC 4	
	<i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	
	- XL Power Equipment Group	
	- Power Glass Sideview Mirrors w/Black Skull Caps <i>Includes heat and manual-folding.</i>	
	- Illuminated Entry	
	- MyKey	
	- Perimeter Alarm	
	- Power Door Locks	
	<i>Includes flip key and integrated key transmitter keyless-entry (includes Autolock).</i>	
	- Power Tailgate Lock	
	- Power Front & Rear Windows	
	- Cruise Control	
	- Reverse Sensing System	
<b>Powertrain</b>		
995	Engine: 5.0L V8 <i>Includes auto start-stop technology and flex-fuel capability.</i>	\$1,995.00
	<i>Includes:</i>	
	- 3.31 Axle Ratio	
	- GVWR: 7,050 lbs Payload Package	
44G	Transmission: Electronic 10-Speed Automatic	Included
	<i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	
X27	3.31 Axle Ratio	Included
NONGV2	GVWR: 7,050 lbs Payload Package	Included
<b>Wheels &amp; Tires</b>		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: JOHN HAMBY  
02/14/2022



Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)  
Price Level: 230

### As Configured Vehicle (cont'd)

Code	Description	MSRP
STDTR	Tires: 265/70R17 BSW A/T	Included
64F	Wheels: 17" Silver Painted Aluminum	Included
<b>Seats &amp; Seat Trim</b>		
A	Vinyl 40/20/40 Front Seat	N/C
<b>Other Options</b>		
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i>	Included
86A_	<i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i> XL Chrome Appearance Package	\$775.00
	- Option Discount	-\$500.00
85A	<i>Includes:</i> - Wheels: 17" Silver Painted Aluminum - Chrome Front & Rear Bumpers XL Power Equipment Group	Included
	<i>Includes:</i> - Power Glass Sideview Mirrors w/Black Skull Caps <i>Includes heat and manual-folding.</i> - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks <i>Includes flip key and integrated key transmitter keyless-entry (includes Autolock).</i> - Power Tailgate Lock - Power Front & Rear Windows	
53B	Class IV Trailer Hitch Receiver	\$205.00
	Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (99B) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>	
PAINT	Monotone Paint Application	STD
76R	Reverse Sensing System	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: JOHN HAMBY  
02/14/2022



Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)  
Price Level: 230

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
<b>Fleet Options</b>		
17C	Chrome Front & Rear Bumpers	Included
50S	Cruise Control	Included
WARANT	Fleet Customer Powertrain Limited Warranty	N/C
Requires valid FIN code.		
<p><i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i></p>		
<b>Interior Color</b>		
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
<b>Exterior Color</b>		
YZ_01	Oxford White	N/C
<b>SUBTOTAL</b>		
Destination Charge		\$41,510.00
<b>TOTAL</b>		\$1,695.00
		\$43,205.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



# Communication Services Order

## Service Attachment 1

Date Prepared: Tuesday, April 25, 2023  
 Organization: Greenville

Form Number: 1  
 Organization Type: Education - SP

**Installation Site**  
 Site Name: KLCO - K. Leonard Admin Offices (LEA)  
 129 W Depot St  
 Site Address: Greenville, TN 37743  
 Contact:

**Ship To Site**  
 Site Name: KLCO - K. Leonard Admin Offices (LEA)  
 129 W Depot St  
 Site Address: Greenville, TN 37743  
 ATTN: Beverly Miller

Term of Service Requested: Three (3) Years

*This Order is valid until 5:00 p.m., Central Time, on Wednesday, June 21, 2023*

Description	One-time	Monthly	Quantity	Total	
				One-time	Monthly
<b>ENA SmartVoice Services</b> - All ENA SmartVoice services include LNP and on-line management interfaces, both Administrator's and individual User Portals					
<b>Add-on Services</b>					
<b>Configuration and Engineering Consulting</b>					
Integration with Customer firewall (ICB based on Customer's network)		ICB			\$0.00
LAN/WAN/PBX integration with Customer premises systems (hourly rate)	\$175.00			\$0.00	
Basic Extension Configuration or Change (available via Administrator's portal)	\$10.00			\$0.00	
Virtual Extension Configuration (* NOT * available via Administrator's portal)	Included			\$0.00	
911 Configuration and changes	Included			\$0.00	

**IP Handsets and ATA's** - device models and pricing subject to change<sup>9</sup>; price includes configuration and testing

**Power-over-Ethernet Handsets** (no AC-power adapter included)

Yealink SIP-T58W Pro or equivalent	\$335.00		80	\$26,800.00	
------------------------------------	----------	--	----	-------------	--

<b>Subtotal Ordered Services</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Subtotal Ordered Equipment</b>	<b>\$26,800.00</b>	
<b>Estimated 911/E-911 Local Government Fees</b> - based on location <sup>1</sup>	location rate: \$1.50	<b>\$0.00</b>
<b>Estimated USF and Government Fees</b> - based on monthly voice service <sup>1</sup>	8.98%	<b>\$0.00</b>
<b>Total Ground-service Shipping Charges</b> <sup>8</sup>	<b>\$400.00</b>	
<b>Total Ordered</b>	<b>\$27,200.00</b>	<b>\$0.00</b>

**Service Order Acknowledged:**

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Printed Name \_\_\_\_\_

ENA Signature \_\_\_\_\_ Date \_\_\_\_\_

ENA Printed Name \_\_\_\_\_

<sup>1</sup> All fees, surcharges, taxes, 411 (Directory Assisted) Calls, International and non-Continental US LD calls are billed in addition to the flat monthly rate. Additional required taxes, if applicable, will be charged according to the province or territory to which the service is delivered. See Master Service Agreement for the per-call and per-minute charges that are not included.

<sup>2</sup> Availability of additional telephone numbers vary per LATA. Please see your ENA Account Manager for more details. Additional numbers are available with ENA SmartLink service.

<sup>3</sup> By default, service comes with International LD and 900/976 Calls disabled. International LD can be re-enabled upon customer request. 411 Calls can be disabled upon customer request.

<sup>4</sup> May not be available in all markets

<sup>5</sup> Customer must provide the end device; e.g., fax machine, paging adapter, analog handset, headset, etc. ENA does not provide, sell, install, nor service these devices unless the paging adapter is an ENA Algo SIP device

<sup>6</sup> The Basic Site Assessment will include an essential review of each site's network infrastructure including the network switching environment, Ethernet switch configurations, and requirements to enable 802.1Q, P802.1p and 802.1af (VLAN, QoS and PoE) capabilities. ENA Field Services may also perform basic tests on the fiber and copper uplinks between the MDF and each of the IDF's and may place a test VoIP call from each LAN segment. ENA SmartVoice service requires the customer's LAN environment to meet certain specifications. All service delivery prices are based on expected site readiness to receive the services. In the event that Basic Site Assessments determine a need for site make-ready work, service may not be available until such work is completed by customer.

<sup>7</sup> Enhanced Pinpoint 911 requires that each extension across the entire site participate and have its own telephone number. Customer must provide and actively maintain the Enhanced Pinpoint 911 database information.

<sup>8</sup> ENA end-user devices are shipped directly to the customer-requested location. A line item for shipping charges is included in the pricing proposal.

<sup>9</sup> ENA end-user device models and prices are subject to change. ENA may replace certain end-user device models over the course of the contract, as needed, based on availability and technology changes. ENA will work with each customer to discuss available end-user device models and revised pricing at time of any equipment order.

<sup>10</sup> On-site, Desktop Handset Installation includes unboxing and assembling the telephones, placing on the desk and connecting to the network (patch cable), assigning the extension, and removing empty boxes. Handset installation does not include cabling. Customer is responsible for having the cable run to the location where telephone is to be placed. Network jack needs to be easily accessible.

<sup>11</sup> On-site, SIP Notification Device Installation includes unboxing and assembling device, configuring device, mounting device on wall, connecting to the network (patch cable), and removing empty boxes. Device installation does not include cabling. Customer is responsible for having the cable run to the location where the device is to be mounted. Network jack needs to be easily accessible.

\* The pricing above is the gross monthly price for service. Any changes will be approved by the customer's designated personnel before implementation.

\* There are no traditional "line" restrictions imposed other than the physical limits of your hardware. All voice calls will have access to your entire Internet bandwidth, not just a segregated voice-only channel.

## **ATTORNEY-CLIENT FEE CONTRACT**

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between Greeneville City Schools Board of Education (“Client” or “District”) and Frantz Law Group, APLC (“Attorneys” or “We”) and encompasses the following provisions:

1.     **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
  
2.     **AUTHORIZED REPRESENTATIVES**
  - A. **CLIENT REPRESENTATIVES.** Client designates Steve Starnes, Director of Schools, or his/her designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
  
  - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Jade Koller of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate.
  
3.     **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with Social Media litigation, including the preparation and filing of the District’s individual action, ("Action"). Attorneys shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments.
  
4.     **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees of:

Twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client. Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost or common benefit fees; the "Gross Recovery." Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery, however, any such award of Attorneys' fees shall be proportionately applied as a credit against Client's obligation to pay its portion of the contingency fee amount and shall not be retained by the Attorneys as a separate payment in addition to the contingency fee.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; and (2) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The District shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the District's behalf as a result of the Services.
- (3) If, by judgment, the District is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
- (4) If, by judgment, there is *no* money recovery and the District receives In Kind relief, Attorneys acknowledge that District is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of

contingent fees will come from a common fund or court ordered Attorney's fees.

If Client and Attorney disagree as to the fair market value of any non-monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

A. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliated with either the Judicial Arbitration and Mediation Services (JAMS) or Judicate West (JW); in any event, Attorney and Client agree that the fee determined by arbitration shall not exceed twenty five percent (25%) of the gross recovery as defined in paragraph 5.

B. No General Fund Payments. Notwithstanding any other provision in this agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall School District general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. Other costs and expenses include case management computer services, Document Management Services, case administration/accounting fees and costs, outside attorney services and other similar items. ATTORNEYS may find it necessary and/or in the CLIENT(S)' best interests

to obtain the services of legal, clerical, and/or other personnel who are not ATTORNEYS regular employees, but outside independent contractors. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

**SHARED EXPENSES:** Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

**FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES:** Various Attorneys, including Frantz Law Group, frequently serve on plaintiffs' steering or executive committees in Multi-District Litigations (MDLs) and/or the California state court coordinated proceedings (JCCP's) and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in the same litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit fees," may be awarded to Attorneys by a court or courts directly from the assessments paid by The District and others who have filed claims in this litigation. Court orders generally have no bearing on the contractual relationship between our firm and your district and will not in any way reduce the amount of fees owed under this Agreement. Absent a court order to the contrary, the payment of a common benefit fee will not reduce the Attorney fees to be paid by Client under this agreement.

6. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

7. **DISCHARGE AND WITHDRAWAL.**

- A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files

and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys or fails to provide relevant information to Attorneys.

8. **ARBITRATION OF DISPUTES:** ATTORNEY and CLIENT agree that should any Dispute arise between them, it must be mediated first, before any claims are filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") at the JAMS location closest to the Client or at another mutually acceptable location before a retired judge or other mediator affiliated with JAMS, agreed to between the parties and, if the parties cannot agree, before a retired judge selected by JAMS. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, will be submitted to mandatory binding arbitration before JAMS. By signing this Agreement, CLIENT and ATTORNEY agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be decided in at the JAMS location closest to the Client or at such other mutually acceptable location, applying California law. CLIENT is not waiving rights to arbitration before the San Diego County Bar Association.
9. **AUTHORITY OF ATTORNEY.** Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.
10. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of

opinion only.

11. **MULTIPLE REPRESENTATIONS:** The District understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this agreement, The District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of The District and other multiple claimants and that The District nevertheless wants the Attorneys to represent The District, and that The District consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise The District, however, that The District remains completely free to seek other legal advice at any time even after The District signs this agreement.
  
12. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The District authorizes us to enter into and engage in group settlement discussions and agreements which may include The District's individual claims. Although The District authorizes us to engage in such group settlement discussions and agreements, The District will still retain the right to approve, and Attorneys are required to obtain The District's approval of, any settlement of The District's case.
  
13. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by District and Attorneys.

14. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name:  
Frantz Law Group, APLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
District Representative

\_\_\_\_\_

\_\_\_\_\_

1 James P. Frantz, Esq., (SBN 87492)  
2 William B. Shinoff, Esq., (SBN 280020)  
3 FRANTZ LAW GROUP, APLC  
4 402 West Broadway, Suite 860  
5 San Diego, CA 92101  
6 E: jpf@frantzlawgroup.com  
7 E: wshinoff@frantzlawgroup.com  
8 Tel: (619) 233-5945  
9 Fax: (619) 525-7672  
10 Attorneys for Plaintiff

11 **UNITED STATES DISTRICT COURT**  
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 **SAN RAMON VALLEY UNIFIED**  
14 **SCHOOL DISTRICT;**

15 **Plaintiffs,**

16 **v.**

17 **META PLATFORMS, INC.; FACEBOOK**  
18 **HOLDINGS, LLC; FACEBOOK**  
19 **OPERATIONS, LLC; META**  
20 **PLATFORMS TECHNOLOGIES, LLC;**  
21 **META PAYMENTS, INC.; INSTAGRAM,**  
22 **LLC; SICULUS, INC.; SNAP, INC.;**  
23 **TIKTOK, INC.; BYTEDANCE, INC.;**  
24 **ALPHABET, INC.; GOOGLE, LLC; XXVI**  
25 **HOLDINGS, INC.; WHATSAPP, INC.;**  
26 **and YOUTUBE, LLC.**

27 **Defendants.**

**Case No.: 3:23-cv-1766**

**COMPLAINT**

- 1. **PUBLIC NUISANCE**
- 2. **NEGLIGENCE**
- 3. **GROSS NEGLIGENCE**
- 4. **RICO**
- 5. **CONSPIRACY TO CONDUCT THE AFFAIRS OF THE ENTERPRISE THROUGH A PATTERN OF RACKETERRING ACTIVITY (18 U.S.C. § 1962)**

**JURY TRIAL DEMANDED**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Contents**

<b>I. INTRODUCTION</b>	<b>2</b>
<b>A. Defendants’ Role in the Youth Mental Health Crisis</b>	<b>2</b>
<b>II. JURISDICTION AND VENUE</b>	<b>5</b>
<b>III. PARTIES</b>	<b>5</b>
<b>A. Plaintiff</b>	<b>5</b>
<b>B. Facebook and Instagram Defendants</b>	<b>6</b>
<b>C. Snap Defendant</b>	<b>8</b>
<b>D. TikTok Defendants</b>	<b>8</b>
<b>E. YouTube Defendants (Alphabet Inc., XXVI Holdings, Google, and YouTube)</b>	<b>9</b>
<b>IV. FACTUAL ALLEGATIONS</b>	<b>10</b>
<b>A. Millions of Minors Have Become Addicted to Social Media</b>	<b>10</b>
<b>B. Research Has Confirmed Using Social Media Harms Minors</b>	<b>12</b>
<b>C. Defendants’ Platforms Have Caused America’s Minors to Face a Mental Health Crisis</b>	<b>15</b>
<b>D. Defendants Intentionally Market to, Design, and Operate Their Social Media Platforms for Users Who Are Minors</b>	<b>17</b>
<b>1. Meta Intentionally Marketed to and Designed Their Social Media Platforms for Minor Users, Substantially Contributing to the Mental Health Crisis</b>	<b>23</b>
<b>a) The Meta Platform</b>	<b>23</b>
<b>b. Meta Targets Minors</b>	<b>25</b>
<b>c. Meta Intentionally Maximizes the Times Users Spend on its Platforms</b>	<b>28</b>
<b>d. Meta’s Algorithms Are Manipulative and Harmful</b>	<b>29</b>
<b>e. Facebook’s and Instagram’s Harmful “Feeds”</b>	<b>31</b>
<b>f. Meta Is Aware That Its Platforms Are Harmful to Minors</b>	<b>33</b>
<b>2. Snapchat Intentionally Marketed to and Designed Its Social Media Platform for Minor Users and Has Substantially Contributed to the Youth Mental Health Crisis</b>	<b>35</b>
<b>a. Snap Designs and Markets Its Platform to Minors</b>	<b>37</b>
<b>b. Snap Intentionally Designs and Markets Exploitative Methods to Increase the Time Users Spend on its Platform</b>	<b>38</b>
<b>c. Snapchat’s Algorithms Are Manipulative and Harmful</b>	<b>40</b>

1	<b>d. Snap’s Conduct in Designing and Operating Its Platform Has Harmed Youth Mental Health</b>	<b>41</b>
2	<b>3. TikTok Intentionally Marketed to and Designed Its Social Media Platform for</b>	
3	<b>Minor Users and Has Substantially Contributed to the Youth Mental Health Crisis</b>	<b>43</b>
4	<b>a. TikTok’s Platform</b>	<b>43</b>
5	<b>b. TikTok Markets Its Platform to Minors</b>	<b>44</b>
6	<b>c. TikTok Intentionally Maximises the Time Users Spend on its Platform</b>	<b>47</b>
7	<b>d. TikTok’s Algorithms are Manipulative</b>	<b>48</b>
8	<b>e. TikTok’s Conduct in Designing and Operating its Platform Has Harmed The Mental Health of Minors</b>	<b>50</b>
9	<b>4. YouTube Intentionally Marketed to and Designed Its Social Media Platform for</b>	
10	<b>Minor Users, Substantially Contributing to the Mental Health Crisis</b>	<b>57</b>
11	<b>a. The YouTube Platform</b>	<b>57</b>
12	<b>b. YouTube Markets Its Platform to Minors</b>	<b>58</b>
13	<b>c. YouTube Intentionally Maximizes the Time Users Spend on its Platform</b>	<b>60</b>
14	<b>d. YouTube’s Algorithms are Harmful and Manipulative</b>	<b>61</b>
15	<b>e. YouTube’s Conduct in Designing and Operating its Platform Has</b>	<b>64</b>
16	<b>Harmed the Mental Health of Minors</b>	<b>64</b>
17	<b>E. The Effect of Social Media Use on School Districts</b>	<b>67</b>
18	<b>F. Impact of Social Media Use on Plaintiffs</b>	<b>71</b>
19	<b>V. THE COMMUNICATIONS DECENCY ACT, 47 U.S.C. § 230(c) EXPRESSLY</b>	
20	<b>ALLOWS INTERACTIVE COMPUTER SERVICE COMPANIES LIKE DEFENDANTS</b>	
21	<b>TO LIMIT HARMFUL CONTENT, AND THERE IS NOT IMMUNITY FOR</b>	
22	<b>DEFENDANTS’ CONDUCT</b>	<b>73</b>
23	<b>VI. CAUSES OF ACTION</b>	<b>75</b>
24	<b>VII. PRAYER FOR RELIEF</b>	<b>102</b>

**TABLE OF AUTHORITIES**

**STATUTES**

18 U.S.C. § 1341..... 100, 102, 105

18 U.S.C. § 1343..... 104

18 U.S.C. § 1961..... 96, 97, 99

18 U.S.C. § 1962..... 97, 102

18 U.S.C. § 1964..... 8, 96, 97

28 U.S.C. § 1331..... 8, 99

28 U.S.C. § 1391..... 8

**CASES**

*Barnes v. Yahoo!, Inc.*, 570 F.3d 1096, 1100–01 (9th Cir. 2009), ..... 76

*Lemmon v. Snap, Inc.*, 995 F.3d 1085, 1091 (9th Cir. 2021) ..... 76

*Malwarebytes Inc. v. Enigma Software Grp. USA, LLC*, 141 S. Ct. 13 (2020)..... 77

**OTHER**

Restatement (Second) of Torts § 581 (Am. Law Inst. 1977)..... 77

1 **I. INTRODUCTION**

2 **A. Defendants’ Role in the Youth Mental Health Crisis**

3 1. American youth are facing possibly the most severe mental health crisis in history.  
4 Along with the benefits of the rise of technology, also comes serious consequences. The major  
5 social media platforms including Facebook, Snapchat, Instagram, TikTok and YouTube have  
6 spent millions to develop and market their products to minors, keeping them coming back for  
7 more, and significantly contributing to this mental health crisis.

8 2. Meta Platforms, Inc., Facebook Holdings, LLC, Facebook Operations, LLC, Meta  
9 Payments Inc., Meta Platforms Technologies, LLC, Instagram, LLC, Siculus, Inc., Snap Inc.,  
10 TikTok Inc., ByteDance Inc., Alphabet Inc., Google LLC, XXVI Holdings Inc., Whatsapp, Inc.,  
11 and YouTube, LLC (hereinafter, “**Defendants**”) design, market, promote, and operate social  
12 media platforms. Over the past decade, each has grown their respective platforms exponentially,  
13 from millions to billions of users. Defendants have not only increased their users, but also  
14 enhanced the frequency of use of their platforms. Across the country, including in Plaintiffs’  
15 district, the youth mental health crisis has seen a sharp increase due to excessive use of  
16 Defendants’ platforms. More minors are struggling with mental health than ever before, with  
17 suicide now the second leading cause of death for American minors.

18 3. Defendants have engaged in the aforementioned acts for profit. Their business  
19 models are based on advertisements. Defendants’ users expend more time using Defendant’s  
20 platforms, allowing Defendants to sell more advertisements and increase their profits  
21 exponentially.

22 4. Minors are central to Defendants’ business models. Minors are more likely than not  
23 to have access to a cell phone and they gain access to social media. As one Defendant put it,  
24 “los[ing] the teen foothold in the U.S.[.]” would mean “los[ing] the pipeline” for growth.<sup>1</sup>

25 5. Defendants have maximized the time users—particularly minors—spend on their  
26

---

27 <sup>1</sup> Sheera Frenkel *et al.*, *Instagram Struggles with Fears of Losing Its ‘Pipeline’: Young Users*, N.Y. Times (Oct. 26,  
28 2021), <https://www.nytimes.com/2021/10/16/technology/instagram-teens.html>.

1 platforms by purposely designing, refining, and operating them to exploit the neurophysiology of  
2 the brain’s reward systems to ensure users come back frequently, and remain on the respective  
3 platforms for as much time as possible.

4 6. Minors are particularly susceptible to Defendants’ manipulative conduct in that their  
5 brains are not fully developed. Consequently, the minors lack the same emotional maturity,  
6 impulse control, and psychological resiliency as adult users.

7 7. Defendants have successfully exploited the vulnerable brains of minors, causing millions of  
8 students across the United States, including in Plaintiffs’ district, to become addicted to and  
9 excessively using Defendants’ social media platforms. Furthermore, the content Defendants  
10 direct to minors is many times harmful and exploitive (e.g., instigating vandalism, eating  
11 disorders, or encouraging self-harm).

12 8. Defendants’ misconduct is a substantial factor resulting in a youth mental health crisis,  
13 which has been marked by increasingly higher proportions of minors struggling with anxiety,  
14 depression, thoughts of self-harm, and suicidal ideation.

15 9. The state of children’s mental health led the American Academy of Pediatrics, the  
16 American Academy of Child and Adolescent Psychiatry, and the Children’s Hospital Association  
17 to declare a national emergency, and the U.S. Surgeon General to issue an advisory “to highlight  
18 the urgent need to address the nation’s youth mental health crisis.”<sup>2</sup>

19 10. The Centers for Disease Control and Prevention (“CDC”) highlighted this crisis in its  
20 most recent bi-annual Youth Risk Behavior Survey report, which evidences a steady and then  
21 accelerated increase in almost every category of risk between 2011 and 2021. The survey found  
22 that there is an increased use and popularity of YouTube, TikTok, and Snap Defendants’  
23 platforms during the same time period. The findings set forth in the report are that although the  
24 pandemic added to stressors for depression from isolation, the crisis pre-existed the pandemic.

---

25 <sup>2</sup> AAP-AACAP-CHA Declaration of a National Emergency in Child and Adolescent Mental Health, Am. Acad.  
26 Pediatrics (Oct. 19, 2021), [https://www.aap.org/en/advocacy/child-and-adolescent-healthy-mental-development/aap-  
aacap-cha-declaration-of-a-national-emergency-in-child-and-adolescent-mental-health/](https://www.aap.org/en/advocacy/child-and-adolescent-healthy-mental-development/aap-aacap-cha-declaration-of-a-national-emergency-in-child-and-adolescent-mental-health/); U.S.  
27 Surgeon General Issues Advisory on Youth Mental Health Crisis Further Exposed by COVID-19 Pandemic, U.S.  
28 Dep’t Health & Hum. Servs. (Dec. 6, 2021), [https://www.hhs.gov/sites/default/files/surgeon-general-youth-mental-  
health-advisory.pdf](https://www.hhs.gov/sites/default/files/surgeon-general-youth-mental-health-advisory.pdf)

1 Use of the YouTube, TikTok, and Snap defendants' platforms also increased during the  
2 pandemic. Dr. Victor Fornari, the vice chair of child and adolescent psychiatry for Norwell  
3 Health, which is New York's largest health system, argues that there is "no question" of an  
4 association between the use of social media and the dramatic increase in suicidal behavior and  
5 depressive mood.<sup>3</sup>

6 11. Defendants' algorithm's perpetuate content that is harmful to children. "Kids are  
7 now vulnerable to cyberbullying and critical comments, like 'I hate you', 'Nobody likes you'...  
8 It's like harpoons to their heart every time."<sup>4</sup>

9 12. Defendants' social media platforms produce an even greater burden on an already  
10 strained system as the youth mental health crisis continues getting worse, and Defendants'  
11 continue to profit. "We don't have enough therapists to care for all these kids."<sup>5</sup> In fact, the  
12 number of teens and adolescents waiting in the emergency room for mental health treatment for  
13 suicide nationwide has tripled from 2019 to 2021.<sup>6</sup>

14 13. President Joe Biden has also called attention to the harm social media has wrought  
15 on youth and implored all to "hold social media platforms accountable for the national  
16 experiment they're conducting on our children for profit."<sup>7</sup>

17 14. Minors in Plaintiff's school district, and others, are experiencing a similar health  
18 crisis as observed nationally.

19 15. Students that experience anxiety, depression, and other mental health issues perform  
20 worse in school, are less likely to attend school, more likely to engage in substance abuse, and to  
21 act out, all of which directly affects Plaintiffs' ability to function.

22 16. That is why 96 percent of school districts, including Plaintiff, provide mental health  
23

---

24 <sup>3</sup> Azeen Ghorayshi & Roni Caryn Rabin, *Teen Girls Report Record Levels of Sadness, C.D.C. Finds*, The New  
25 York Times (Feb. 13, 2023), <https://www.nytimes.com/2023/02/13/health/teen-girls-sadness-suicide-violence.html>  
(last visited Mar. 20, 2023).

26 <sup>4</sup> *Id.*

27 <sup>5</sup> *Id.*

28 <sup>6</sup> Stephen Stock, *Children Languish in Emergency Rooms Awaiting Mental Health Care*, CBS News (Feb. 27,  
2023) <https://www.cbsnews.com/news/emergency-rooms-children-mental-health/> (last visited Mar. 30, 2023).

<sup>7</sup> President Biden, State of the Union Address (Mar. 1, 2022) (transcript available at  
<https://www.whitehouse.gov/state-of-the-union-2022/>).

1 services to its students. But Plaintiff requires a comprehensive, long-term plan along with  
2 funding to drive a sustained reduction and abatement of the mental health crisis its minors are  
3 experiencing caused by Defendants.

## 4 **II. JURISDICTION AND VENUE**

5 17. The Court has subject-matter jurisdiction over this case under 18 U.S.C. § 1964 and 28  
6 U.S.C. § 1331 because the amount in controversy exceeds \$75,000, and because this action  
7 arises, in part, under the Racketeer Influenced and Corrupt Organizations Act (“RICO”).

8 18. The Court has personal jurisdiction over Defendants because they engage in business in  
9 the Northern District of California and have sufficient minimum contacts with the District.  
10 Defendants intentionally availed themselves of the markets in this State through deceptive and  
11 misleading promotion, marketing, and operations of their platforms at issue in this lawsuit in  
12 California, and by retaining significant profits and proceeds from these activities, to tender the  
13 exercise of jurisdiction by this Court permissible under California law and the United States  
14 Constitution.

15 19. Venue is appropriate in the Northern District of California pursuant to 28 U.S.C. §  
16 1391 because Defendants have engaged in substantial business operations and marketing in this  
17 District; because Defendants entered into relevant transactions and received substantial ill-gotten  
18 gains and profits from consumers who reside in this District. In addition, Plaintiffs reside in and  
19 were harmed by Defendants’ conduct in this District, and a substantial part of the events, acts  
20 and omissions giving rise to this action occurred in this District.

## 21 **III. PARTIES**

### 22 **A. Plaintiff**

23 20. Plaintiff SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT (“Plaintiff” or  
24 “SAN RAMON”) is a school district serving 30,068 students and is comprised of 37 schools  
25 spanning grades KG-12, consisting of 22 elementary schools, 8 middle schools, 5 high schools,  
26 and 2 alternative schools. San Ramon Valley is located in Contra Costa County, California, with  
27 a population of over 1.1 million residents.

1 21. Plaintiffs allege that Defendants design, advertising, marketing, and operation of their  
2 social media platforms and products target minors, and that these platforms are intentionally and  
3 deliberately designed to exploit and cause minors to become addicted, which has caused the  
4 harm to Plaintiffs alleged herein.

5 **B. Facebook and Instagram Defendants**

6 22. Defendant Meta Platforms, Inc. (“Meta”), formerly known as Facebook, Inc., is a  
7 Delaware corporation with its principal place of business in Menlo Park, California.

8 23. Defendant Meta develops and maintains social media platforms, communication  
9 platforms, and electronic devices that are widely available to users throughout the United States.  
10 The platforms developed and maintained by Meta include Facebook (including its self-titled app,  
11 Marketplace, and Workplace), Messenger (including Messenger Kids), Instagram, Whatsapp and  
12 a line of electronic virtual reality devices and services called Meta Quest (collectively, “**Meta**  
13 **platforms**”).

14 24. Meta transacts or has transacted business in this District and throughout the United  
15 States. At all times material to this Complaint, acting alone or in concert with its subsidiaries  
16 (identified below), Meta has advertised, marketed, and distributed the Meta platforms to  
17 consumers throughout the United States. At all times material to this Complaint, Meta  
18 formulated, directed, controlled, had the authority to control, or participated in the acts and  
19 practices set forth in this Complaint.

20 25. Meta’s subsidiaries include Facebook Holdings, LLC; Facebook Operations, LLC;  
21 Meta Payments Inc.; Meta Platforms Technologies, LLC; Instagram, LLC; Whatsapp, Inc. and  
22 Siculus, Inc.

23 26. Defendants Facebook Holdings, LLC (“**Facebook Holdings**”) was organized  
24 under the laws of the state of Delaware on March 11, 2020, and is a wholly owned subsidiary of  
25 Meta Platforms, Inc. Facebook Holdings is primarily a holding company for entities involved in  
26 Meta’s supporting and international endeavors, and its principal place of business is in Menlo  
27 Park, California. Defendant Meta is the sole member of Facebook Holdings.

1 27. Defendant Facebook Operations, LLC (“**Facebook Operations**”) was organized  
2 under the laws of the state of Delaware on January 8, 2012, and is a wholly owned subsidiary of  
3 Meta Platforms, Inc. The principal place of business of Facebook Operations is in Menlo Park,  
4 California. Defendant Meta is the sole member of Facebook Operations.

5 28. Defendant Meta Payments Inc. (“**Meta Payments**”) was incorporated in Florida  
6 on December 10, 2010, as Facebook Payments Inc. In July 2022, the entity’s name was amended  
7 to Meta Payments Inc. Meta Payments is a wholly owned subsidiary of Meta Platforms, Inc.  
8 Meta Payments manages, secures, and processes payments made through Meta, among other  
9 activities, and its principal place of business is in Menlo Park, California.

10 29. Defendant Meta Platforms Technologies, LLC (“**Meta Platforms Technologies**”) was  
11 organized under the laws of the state of Delaware as “Oculus VR, LLC” on March 21, 2014, and  
12 acquired by Meta on March 25, 2014. Oculus VR, LLC subsequently changed its name to  
13 “Facebook Technologies, LLC” on April 26, 2021 and then from “Facebook Technologies,  
14 LLC” to “Meta Platforms Technologies, LLC” on April 26, 2022. Meta Platforms Technologies  
15 develops Meta’s virtual and augmented reality technology, such as the Meta Quest line of  
16 services, among other technologies related to Meta’s platforms, and its principal place of  
17 business is in Menlo Park, California. Defendant Meta is the sole member of Meta Platforms  
18 Technologies.

19 30. Defendant Instagram, LLC (“Instagram”) was founded by Kevin Systrom and Mike  
20 Krieger in October 2010 and is a social media platform designed for photo and video sharing. In  
21 April 2012, Meta purchased the company for approximately \$1 billion. Meta reformed the  
22 limited liability company under the laws of the state of Delaware on April 7, 2012, and the  
23 company’s principal place of business is in Menlo Park, California. Defendant Meta is the sole  
24 member of Instagram.

25 31. Defendant Siculus, Inc. (“Siculus”) was incorporated in Delaware on October 19,  
26 2011. Siculus is a wholly owned subsidiary of Meta, which supports Meta platforms by  
27 constructing data facilities and other projects. Siculus’s principal place of business is in  
28

1 Menlo Park, California.

2 32. Defendant WhatsApp Inc. (“WhatsApp”) was founded by Brian Acton and Jan  
3 Koum in February 2009. WhatsApp is an instant messaging (“IM”) and voice-over-IP (“VoIP”)  
4 app. In February 2014, Meta purchased the company for \$19 billion. WhatsApp was  
5 incorporated under the laws of the state of Delaware on February 14, 2014, and the company’s  
6 principal place of business is in Menlo Park, California. Defendant Meta is the sole member of  
7 WhatsApp.

8 **C. Snap Defendant**

9 33. Defendant Snap Inc. (“Snap”) is a Delaware corporation with its principal place  
10 of business in Santa Monica, California. Snap transacts or has transacted business in this District  
11 and throughout the United States. At all times material to this Complaint, acting alone or in  
12 concert with others, Snap has developed, advertised, marketed, and distributed the Snapchat  
13 social media platform to consumers throughout the United States. At all times material to this  
14 Complaint, Snap formulated, directed, controlled, had the authority to control, or participated in  
15 the acts and practices set forth herein.

16 **D. TikTok Defendants**

17 34. Defendant TikTok Inc. (“TikTok”) is a social media platform owned by the Chinese  
18 company, ByteDance Inc. TikTok was incorporated in California on April 30, 2015, with its  
19 principal place of business in Culver City, California. TikTok Inc. transacts or has transacted  
20 business in this District and throughout the United States. At all times material to this Complaint,  
21 acting alone or in concert with others, TikTok Inc. has advertised, marketed, and distributed the  
22 TikTok social media platform to consumers throughout the United States. At all times material to  
23 this Complaint, acting alone or in concert with ByteDance Inc., TikTok Inc. formulated, directed,  
24 controlled, had the authority to control, or participated in the acts and practices set forth in this  
25 Complaint.

26 35. Defendant ByteDance Inc. (“ByteDance”) is a Chinese company that has incorporated  
27 in Delaware, with its principal place of business in Mountain View, California. ByteDance  
28

1 transacts or has transacted business in this District and throughout the United States. At all times  
2 material to this Complaint, acting alone or in concert with others, ByteDance has advertised,  
3 marketed, and distributed the TikTok social media platform to consumers throughout the United  
4 States. At all times material to this Complaint, acting alone or in concert with TikTok Inc.,  
5 ByteDance formulated, directed, controlled, had the authority to control, or participated in the  
6 acts and practices set forth in this Complaint.

7 **E. YouTube Defendants (Alphabet Inc., XXVI Holdings, Google, and YouTube)**

8 36. Defendant Alphabet Inc. is a Delaware corporation with its principal place of  
9 business in Mountain View, California. Alphabet Inc. is the sole stockholder of XXVI Holdings  
10 Inc.

11 37. Defendant XXVI Holdings Inc. is a Delaware corporation with its principal place  
12 of business in Mountain View, California. XXVI Holdings, Inc. is a wholly owned subsidiary of  
13 Alphabet Inc. and the managing member of Google LLC (“Google”).

14 38. Defendant Google is a limited liability company organized under the laws of the  
15 state of Delaware, and its principal place of business is in Mountain View, California. Google  
16 LLC is a wholly owned subsidiary of XXVI Holdings Inc., and the managing member of  
17 YouTube, LLC. Google LLC transacts or has transacted business in this District and throughout  
18 the United States. At all times material to this Complaint, acting alone or in concert with others,  
19 Google LLC has advertised, marketed, and distributed its YouTube video sharing platform to  
20 consumers throughout the United States. At all times material to this Complaint, acting alone or  
21 in concert with YouTube, LLC, Google LLC formulated, directed, controlled, had the authority  
22 to control, or participated in the acts and practices set forth in this Complaint.

23 39. Defendant YouTube, LLC is a limited liability company organized under the laws  
24 of the state of Delaware, and its principal place of business is in San Bruno, California.  
25 YouTube, LLC is a wholly owned subsidiary of Google LLC. YouTube, LLC transacts or has  
26 transacted business in this District and throughout the United States. At all times material to this  
27 Complaint, acting alone or in concert with Defendant Google LLC, YouTube, LLC has

1 advertised, marketed, and distributed its YouTube social media platform to consumers  
 2 throughout the United States. At all times material to this Complaint, acting alone or in concert  
 3 with Google LLC, YouTube, LLC formulated, directed, controlled, had the authority to control,  
 4 or participated in the acts and practices set forth in this Complaint.

#### 5 IV. FACTUAL ALLEGATIONS

##### 6 A. Millions of Minors Have Become Addicted to Social Media

7 40. According to a Harvard University study, the effect social media has on the brain  
 8 exploits “the same neural circuitry” as “gambling and recreational drugs to keep consumers  
 9 using their products as much as possible.”<sup>8</sup>

10 41. As described at length herein, each Defendant designed and marketed their exploitive  
 11 social media platform to be extremely popular among minors. Ninety percent of children ages  
 12 13–17 use social media.<sup>9</sup> Younger children also regularly use social media. One study reported  
 13 38 percent of children ages 8–12 used social media in 2021.<sup>10</sup> Other studies reveal numbers as  
 14 high as 49 percent of children ages 10–12 use social media, and 32 percent of children ages 7–9  
 15 use social media.<sup>11</sup>

16 42. The most popular of these platforms is YouTube. A vast majority, 95 percent, of  
 17 children ages 13-17 have used YouTube.<sup>12</sup>

18 43. As of July 2020, “TikTok classified more than a third of its 49 million daily  
 19 users in the United States as being 14 years old or younger[,]” and that likely underestimates  
 20 those under 14 and older teenagers (i.e., those between 15 and 18 years old) because TikTok

21  
 22 <sup>8</sup> Addiction Center, *Social Media Addiction*, <https://www.addictioncenter.com/drugs/social-media-addiction/>  
 (last visited Mar. 30, 2022)

23 <sup>9</sup> *Social Media and Teens*, Am. Acad. Child & Adolescent Psychiatry (Mar. 2018), 23  
 24 [https://www.aacap.org/AACAP/Families\\_and\\_Youth/Facts\\_for\\_Families/FFF-Guide/Social-Media-and-Teens-](https://www.aacap.org/AACAP/Families_and_Youth/Facts_for_Families/FFF-Guide/Social-Media-and-Teens-100.aspx)  
 100.aspx. (last visited Mar. 30, 2023)

25 <sup>10</sup> Victoria Rideout et al., *The Common Sense Census: Media Use by Tweens and Teens*, 2021 at 5, Common Sense  
 26 Media (2022), [https://www.common sense media.org/sites/default/files/research/report/8-18-census-integrated-report-](https://www.common sense media.org/sites/default/files/research/report/8-18-census-integrated-report-final-web_0.pdf)  
 final-web\_0.pdf. (last visited Mar. 30, 2023)

27 <sup>11</sup> *Sharing Too Soon? Children and Social Media Apps*, C.S. Mott Child.’s Hosp. Univ. Mich. Health (Oct.  
 18,2021), <https://mottpoll.org/reports/sharing-too-soon-children-and-social-media-apps>

28 <sup>12</sup> Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10,  
 2022),<https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/>.

1 claims not to know how old a third of its daily users are.<sup>13</sup> TikTok is now the second most  
2 popular social media platform with over 67 percent of children ages 13–17 having used the  
3 app.<sup>14</sup>

4 44. Instagram also is wildly popular amongst minors, with 62 percent of children ages  
5 13–17 reporting they have used the platform.<sup>15</sup>

6 45. Snapchat also is popular with minors, with 59 percent of children ages 13–17  
7 reporting they have used the platform.<sup>16</sup>

8 46. Facebook is among the five most popular social media platforms, with 32  
9 percent of children ages 13–17 reporting they have used the Facebook platform.<sup>17</sup>

10 47. Teenagers who use these social media platforms are also likely to use them every  
11 day. One study estimates that 62 percent of children ages 13–18 use social media every day.<sup>18</sup> An  
12 increasing number of younger children also use social media daily with 18 percent of children  
13 ages 8–12 reporting using a social media site at least once a day.<sup>19</sup>

14 48. In fact, another study found that some teenagers never stop looking at social media.<sup>20</sup>

15 49. Almost 20 percent of teens use YouTube almost constantly.<sup>21</sup> TikTok and  
16 Snapchat are close behind, with near constant use rates among teens at 16 percent and 15 percent  
17 respectively.<sup>22</sup> Meanwhile, 10 percent of teens use Instagram almost constantly.<sup>23</sup> And two  
18 percent of teens report using Facebook almost constantly.<sup>24</sup>

---

19 <sup>13</sup> Raymond Zhong & Sheera Frenkel, *A Third of TikTok's U.S. Users May Be 14 or Under, Raising Safety*  
20 *Questions*, N.Y. Times (Sept. 17, 2020), <https://www.nytimes.com/2020/08/14/technology/tiktok-underage-users-ftc.html>.

21 <sup>14</sup> 12 Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10,  
2022), <https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/>.

22 <sup>15</sup> *Id.*

23 <sup>16</sup> *Id.*

24 <sup>17</sup> *Id.*

25 <sup>18</sup> Victoria Rideout et al., *The Common Sense Census: Media Use by Tweens and Teens*, 2021 at 4, Common Sense  
26 Media (2022), [https://www.commonsensemedia.org/sites/default/files/research/report/8-18-census-integrated-report-final-web\\_0.pdf](https://www.commonsensemedia.org/sites/default/files/research/report/8-18-census-integrated-report-final-web_0.pdf).

27 <sup>19</sup> 17 *Id.* at 5.

28 <sup>20</sup> 19 Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10, 2022),  
<https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/>.

<sup>21</sup> *Id.*

<sup>22</sup> *Id.*

<sup>23</sup> *Id.*

<sup>24</sup> *Id.*

1 50. Teenagers are aware of the hold social media has on their lives, but they cannot stop  
 2 using it. Thirty-six percent of teenagers admit they spend too much time on social media.<sup>25</sup>  
 3 And over half of teens say that giving up social media would be somewhat hard, with nearly one-  
 4 in-five teens saying giving up social media would be very hard.<sup>26</sup> And of the subgroup of  
 5 teenagers who use at least one platform “almost constantly,” 71 percent said giving up social  
 6 media would be hard, with 32 percent saying giving up social media would be very hard.<sup>27</sup>

7 51. Due to the excessive overuse of Defendants’ platforms, minors become accustomed  
 8 to and even addicted to checking them. Teenagers who characterize themselves as spending too  
 9 much time on social media are almost twice as likely to say that giving up social media would be  
 10 hard, as teens who see their social media usage as about right.<sup>28</sup>

11 52. Another study shows that among teenagers who regularly use social media, 32  
 12 percent “wouldn’t want to live without” YouTube.<sup>29</sup> Twenty percent of teenagers said the same  
 13 about Snapchat; 13 percent said the same about both TikTok and Instagram; and 6 percent said  
 14 the same about Facebook.<sup>30</sup>

15 53. Despite using social media frequently, most minors do not enjoy it. In a study  
 16 conducted using data collected since 2015, Only 27 percent of boys and 42 percent of girls ages  
 17 8–18 reported enjoying social media “a lot” in 2021.<sup>31</sup>

18 54. A University of Michigan Mott Poll conducted in October, 2021 suggested that  
 19 schools should be an integral part of addressing overuse of social media and unsafe use—placing  
 20 a financial burden on schools.<sup>32</sup>

## 21 **B. Research Has Confirmed Using Social Media Harms Minors**

22 55. Social media use—especially excessive use—has severe and wide-ranging effects

23 <sup>25</sup> *Id.*

24 <sup>26</sup> *Id.*

25 <sup>27</sup> *Id.*

26 <sup>28</sup> *Id.*

27 <sup>29</sup> Victoria Rideout et al., *Common Sense Census: Media use by tweens and teens, 2021* at 31, Common Sense  
 28 Media (2022), 00.

<sup>30</sup> *Id.*

<sup>31</sup> *Id.* at 34.

<sup>32</sup> C.S. Mott Children’s Hospital, Univ. of Mich. Health, *Sharing Too Soon? Children and Social Media Apps* (Oct.  
 18, 2021), <https://mottpoll.org/reports/sharing-too-soon-children-and-social-media-apps> (last visited Mar. 21, 2023).

1 on youth mental health. Social media use is linked to increases in mental, emotional,  
 2 developmental, and behavior disorders. Defendants are aware of this, as independent research  
 3 and internal data from Defendants' platforms show social media has a direct negative impact on  
 4 teenagers' mental health on several fronts.

5 56. In general, electric screen use causes lower psychological well-being.<sup>33</sup> This  
 6 link is especially evident among adolescents. Those with high screen time are twice as likely to  
 7 receive diagnoses of depression, anxiety, or need treatment for mental or behavior health  
 8 conditions compared to low screen time users.<sup>34</sup>

9 52. Increased social media use increases depressive symptoms, suicide-related  
 10 outcomes, and suicide rates among adolescents.<sup>35</sup> One reason this is true is because it encourages  
 11 unhealthy social comparison and feedback seeking behaviors.<sup>36</sup> Because adolescents spend a  
 12 majority of their time on social media looking at other users' profiles and photos, they are likely  
 13 to engage in negative comparisons with their peers.<sup>37</sup> Specifically, adolescents are likely to  
 14 engage in harmful upward comparisons with others they perceive to be more popular.<sup>38</sup>

15 53. Clinicians have also observed a clear relationship between social media use  
 16  
 17

18 <sup>33</sup> Jean M. Twenge & W. Keith Campbell, *Associations between screen time and lower psychological well-being*  
 19 *among children and adolescents: Evidence from a population-based study*, 12 *Prev. Med. Rep.* 271–83 (2018),  
 20 <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6214874/>; Ariel Shensa et al., *Social Media Use and Depression*  
 21 *and Anxiety Symptoms: A Cluster Analysis*, 42(2) *Am. J. Health Behav.* 116–28 (2018), 18  
 22 <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5904786/>.

21 <sup>34</sup> Jean M. Twenge & W. Keith Campbell, *Associations between screen time and lower psychological well-being*  
 22 *among children and adolescents: Evidence from a population-based study*, 12 *Prev. Med. Rep.* 271–83 (2018),  
 23 <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6214874/>.

22 <sup>35</sup> Jean M. Twenge et al., *Increases in Depressive Symptoms, Suicide-Related Outcomes, and Suicide Rates Among*  
 23 *U.S. Adolescents After 2010 and Links to Increased New Media Screen Time*, 6 *Clinical Psych. Sci.* 3–17 (2017),  
 24 <https://doi.org/10.1177/2167702617723376>.

23 <sup>36</sup> Jacqueline Nesi & Mitchell J Prinstein, *Using Social Media for Social Comparison and Feedback-Seeking:*  
 24 *Gender and Popularity Moderate Associations with Depressive Symptoms*, 43 *J. Abnormal Child Psych.* 1427–38  
 25 (2015), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5985443/>.

24 <sup>37</sup> *Id.*; see also Nino Gugushvili et al., *Facebook use intensity and depressive symptoms: a moderated mediation*  
 25 *model of problematic Facebook use, age, neuroticism, and extraversion* at 3, *BMC Psych.* 10, 279 (2022),  
 26 <https://doi.org/10.1186/s40359-022-00990-7> (explaining that youth are particularly vulnerable because they “use  
 27 social networking sites for construing their identity, developing a sense of belonging, and for comparison with  
 28 others”).

<sup>38</sup> *Id.*

1 and disordered eating behavior in minors.<sup>39</sup> The more social media accounts an adolescent has,  
 2 the greater disordered eating behaviors they exhibit. Additionally, research shows the more time  
 3 young girls spend on social media platforms, such as Instagram and Snapchat, the more likely  
 4 they are to develop disordered eating behaviors.<sup>40</sup>

5 54. Social media use has also caused an increase in cyberbullying. The more time an  
 6 individual, especially males, spend on social media, the more likely they are to commit acts of  
 7 cyberbullying.<sup>41</sup> Cyberbullying is now so common that most American teens, 59 percent, have  
 8 experienced some form of cyberbullying.<sup>42</sup> This number includes 42 percent of teens  
 9 experiencing name calling; 32 percent being subject to false rumors; 25 percent receiving an  
 10 unsolicited explicit image; 21 percent being subject to online stalking; 16 percent receiving  
 11 physical threats online; and 7 percent having had explicit images of them shared without their  
 12 consent.<sup>43</sup>

13 55. Social media use also contributes to sleep deprivation. Young adults who spend  
 14 excessive time on social media during the day or check it frequently throughout the week are  
 15 more likely to suffer sleep disturbances than their peers who use social media infrequently.<sup>44</sup> In  
 16 turn, disturbed and insufficient sleep is associated with poor health outcomes.<sup>45</sup>

17 56. Defendants exacerbate the disruption of sleep by sending push notifications and emails  
 18 either at night when children should be sleeping or during school hours when they should  
 19  
 20

---

21 <sup>39</sup> Simon M. Wilksch et al., *The relationship between social media use and disordered eating in young adolescents*,  
 22 53 Int'l J. Eating Disorders 96–106 (2020), <https://pubmed.ncbi.nlm.nih.gov/31797420/>.

23 <sup>40</sup> *Id.*

24 <sup>41</sup> Amanda Giordano et al., *Understanding Adolescent Cyberbullies: Exploring Social Media Addiction and*  
 25 *Psychological Factors*, 7(1) J. Child & Adolescent Counseling 42–55 (2021),  
 26 <https://www.tandfonline.com/doi/abs/10.1080/23727810.2020.1835420?journalCode=ucac20>.

27 <sup>42</sup> Monica Anderson, A Majority of Teens Have Experienced Some Form of Cyberbullying, Pew Rsch. Ctr. (Sept.  
 28 27, 2018), <https://www.pewresearch.org/internet/2018/09/27/a-majority-of-teens-have-experienced-some-form-of-cyberbullying/>.

<sup>43</sup> *Id.*

<sup>44</sup> Jessica C. Levenson et al., *The Association Between Social Media Use and Sleep Disturbance Among Young*  
 Adults, 85 Preventive Med. 36–41 (Apr. 2016),  
<https://www.sciencedirect.com/science/article/abs/pii/S0091743516000025>.

<sup>45</sup> *Id.*

1 be studying, thereby encouraging children to re-engage with Defendants’ platforms at times  
2 when using them is harmful to their health and well-being.<sup>46</sup>

3 57. Further, children are especially vulnerable to developing harmful behaviors because  
4 their prefrontal cortex is not fully developed.<sup>47</sup> Consequently, they find it particularly difficult to  
5 exercise the self-control required to regulate their own use of Defendants’ platforms. In this  
6 regard, self-regulation allows people to delay gratification, postponing an immediate reward for a  
7 better reward later. Adolescents’ low capacity for self-regulation means they are particularly  
8 vulnerable to the immediately pleasurable, but ultimately harmful, effects of the repeated  
9 dopamine spikes caused by an external stimulus, such as “likes” that activate the reward  
10 system in the brain.<sup>48</sup>

11 58. Defendants’ reward-based learning systems “contribute to the maintenance of  
12 excessive usage patterns.”<sup>49</sup>

13 59. With respect to this, minors are especially vulnerable to long-term harm from  
14 Defendants’ platforms because excessive and problematic use can disrupt the development of  
15 their cognitive function and their brains at a critical stage.

### 16 **C. Defendants’ Platforms Have Caused America’s Minors to Face a Mental Health** 17 **Crisis**

18 62. The number of minors using Defendants’ social media platforms and the intensity  
19 of their use has increased significantly since 2008, which has contributed to a wide range of  
20 negative effects on youth mental health.

21 63. Today, one in five children ages 3–17 in the United States have a mental,  
22 emotional, developmental, or behavioral disorder.<sup>50</sup>

---

23 <sup>46</sup> See, e.g., Beatrice Nolan, Kids are waking up in the night to check their notifications and are losing about 1  
24 night’s worth of sleep a week, study suggests, Bus. Insider (Sept. 19, 2022),  
<https://www.businessinsider.com/social-media-costing-children-one-night-sleep-study-2022-9> (approximately  
25 12.5% of children report waking up to check social media notifications).

26 <sup>47</sup> Nino Gugushvili et al., *Facebook use intensity and depressive symptoms: a moderated mediation model of*  
*problematic Facebook use, age, neuroticism, and extraversion* at 3, BMC Psych. 10, 279 (2022),  
<https://doi.org/10.1186/s40359-022-00990-7>.

27 <sup>48</sup> *Id.*

28 <sup>49</sup> *Id.*

<sup>50</sup> U.S. Surgeon General Issues Advisory on Youth Mental Health Crisis Further Exposed by COVID-19 Pandemic,  
Complaint

1           64. On December 7, 2021, the United States Surgeon General issued an advisory on the  
2 youth mental health crisis.<sup>51</sup> In issuing the advisory, the Surgeon General noted, “[m]ental health  
3 challenges in children, adolescents, and young adults are real and widespread. Even before the  
4 pandemic, an alarming number of young people struggled with feelings of helplessness,  
5 depression, and thoughts of suicide — and rates have increased over the past decade.”<sup>52</sup>

6           65. While the report highlights ways in which the COVID-19 pandemic has  
7 exacerbated mental health issues for American youth, it also highlights the mental health  
8 challenges youth faced before the pandemic. Specifically, the report notes that before the  
9 pandemic, “mental health challenges were the leading cause of disability and poor life outcomes  
10 in young people.”<sup>53</sup>

11           66. Before the pandemic, one-in-five children ages 3–17 in the United States had a  
12 mental, emotional, developmental, or behavior disorder.<sup>54</sup>

13           67. From 2009–19, the rate of high school students who reported persistent feelings  
14 of sadness or hopelessness increased by 40 percent (to one out of every three kids).<sup>55</sup> The share  
15 of kids seriously considering attempting suicide increased by 36 percent and the share creating a  
16 suicide plan increased by 44 percent.<sup>56</sup>

17           68. From 2007 to 2019, suicide rates among youth ages 10–24 in the United States  
18 increased by 57 percent.<sup>57</sup> By 2018, suicide was the second leading cause of death for youth ages  
19 10–24.<sup>58</sup>

20           69. From 2007 to 2016, emergency room visits for youth ages 5–17 rose 117 percent

---

21 U.S. Dep’t Health & Hum. Servs. (Dec. 6, 2021), <https://www.hhs.gov/sites/default/files/surgeon-general-youth-mental-health-advisory.pdf>

22 <sup>51</sup> *Id.*

23 <sup>52</sup> *Id.*

24 <sup>53</sup> *Id.*

25 <sup>54</sup> *Id.*

26 <sup>55</sup> Protecting Youth Mental Health: The U.S. Surgeon General’s Advisory at 8, U.S. Dep’t Health & Hum. Servs. (Dec. 7, 2021), <https://www.hhs.gov/sites/default/files/surgeon-general-youth-mental-health-advisory.pdf>.

27 <sup>56</sup> *Id.*

28 <sup>57</sup> *Id.*

<sup>58</sup> AAP-AACAP-CHA Declaration of a National Emergency in Child and Adolescent Mental Health, *Am. Acad. Pediatrics* (Oct. 19, 2021), <https://www.aap.org/en/advocacy/child-and-adolescent-healthy-mental-development/aap-aacap-cha-declaration-of-a-national-emergency-in-child-and-adolescent-mental-health/>.

Complaint

1 for anxiety disorders, 44 percent for mood disorders, and 40 percent for attention disorders.<sup>59</sup>

2 70. This and other data led the American Academy of Pediatrics, the American  
3 Academy of Child and Adolescent Psychiatry, and the Children’s Hospital Association to join  
4 the Surgeon General and declare a national emergency in child and adolescent mental health.<sup>60</sup>

5 71. President Biden also addressed the mental health crisis Defendants’ platforms  
6 have caused to minors in his state of the union address in 2022.<sup>61</sup> In that address, he noted that  
7 children were struggling from the harms of social media—even before the pandemic—and called  
8 on all Americans to “hold social media platforms accountable for the national experiment they’re  
9 conducting on our children for profit.”<sup>62</sup>

10  
11 **D. Defendants Intentionally Market to, Design, and Operate Their Social Media  
12 Platforms for Users Who Are Minors**

13 72. The mental health crisis minors are facing today is the direct result of the Defendants’  
14 deliberate choices and affirmative actions to design and market their social media platforms to  
15 attract minors.

16 73. Defendants each run and operate social media platforms. The interactive features  
17 Defendants provide on their platforms are similar in many respects. For example, Facebook,  
18 Instagram, Snap, TikTok, and YouTube all offer tailored “feeds” of content governed by  
19 algorithms (also designed by Defendants) intended to learn the user’s interests; ways to publicly  
20 express affirmation for such personalized content through “likes,” comments, and sharing or  
21 reposting the content; and, each is known to copy the designs and features of one another.<sup>63</sup>

22  
23 <sup>59</sup> Matt Richtel, A Teen’s Journey Into the Internet’s Darkness and Back Again, N.Y. Times (Aug. 22, 2022),  
24 <https://www.nytimes.com/2022/08/22/health/adolescents-mental-health-technology.html>.

25 <sup>60</sup> AAP-AACAP-CHA Declaration of a National Emergency in Child and Adolescent Mental Health, Am. Acad.  
26 Pediatrics (Oct. 19, 2021), [https://www.aap.org/en/advocacy/child-and-adolescent-healthy-mental-  
27 development/aap-aacap-cha-declaration-of-a-national-emergency-in-child-and-adolescent-mental-health/](https://www.aap.org/en/advocacy/child-and-adolescent-healthy-mental-development/aap-aacap-cha-declaration-of-a-national-emergency-in-child-and-adolescent-mental-health/).

28 <sup>61</sup> President Biden, State of the Union Address (Mar. 1, 2022) (transcript available at  
<https://www.whitehouse.gov/state-of-the-union-2022/>).

<sup>62</sup> *Id.*

<sup>63</sup> See, e.g., Kevin Hurler, *For Sites Like Instagram and Twitter, Imitation Is the Only Form of Flattery*, Gizmodo  
(Aug. 16, 2022), <https://gizmodo.com/instagram-tiktok-snapchat-facebook-meta-1849395419>.

1           74. Defendants’ use a tried and true method of profiting from their social media  
2 platforms: by selling to advertisers. Defendants collect data on their users’ viewing habits and  
3 behaviors, and they use that data to sell advertisers to promote their products. Advertisers pay to  
4 target advertisements to specific categories of users, including minors.

5           75. Defendants view young, adolescent, and even pre-adolescent users as one of their  
6 most valuable commodities, since they are the consumers of their advertisements. Young users  
7 are integral to Defendants’ business model and advertising revenue, as children are more likely  
8 than adults to use social media.

9           76. Defendants’ tactics are working, as 95 percent of children ages 13–17 have  
10 cellphones,<sup>64</sup> 90 percent use social media,<sup>65</sup> and 28 percent buy products and services through  
11 social media.<sup>66</sup>

12           77. To profit from minors, Defendants intentionally market their platforms  
13 to youths and adolescents. For children under 13, the Children’s Online Privacy Protection Act  
14 (“COPPA”)<sup>67</sup> regulates the conditions under which platforms, like Defendants can collect and  
15 use their information.

16           78. COPPA requires platforms that either target children under age 13 or have actual  
17 knowledge of users under age 13 to obtain “verifiable parental consent” prior to collecting and  
18 using information about children under age 13.<sup>68</sup> Defendants have violated COPPA by leaving  
19 users to self-report their age, and having no safeguards in place to verify. Defendants doubled  
20 down on profiting from pre-adolescent audiences by offering “kid versions” of their platforms  
21 that, while not collecting and using their information, are “designed to fuel [kids’] interest in the  
22  
23

---

24 <sup>64</sup> Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10, 2022),  
25 <https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/>.

26 <sup>65</sup> Social Media and Teens, Am. Acad. Child & Adolescent Psychiatry (Mar.  
2018), [https://www.aacap.org/AACAP/Families\\_and\\_Youth/Facts\\_for\\_Families/FFF-Guide/Social-Media-and-Teens-100.aspx](https://www.aacap.org/AACAP/Families_and_Youth/Facts_for_Families/FFF-Guide/Social-Media-and-Teens-100.aspx).

27 <sup>66</sup> Erinn Murphy et al., *Taking Stock with Teens, Fall 2021* at 13, Piper Sandler (2021), [tinyurl.com/89ct4p88](https://www.tinyurl.com/89ct4p88).

28 <sup>67</sup> See 15 U.S.C. §§ 6501-6506.

<sup>68</sup> *Id.*

1 grown-up version.”<sup>69</sup> Defendants are essentially grooming pre-adolescents to become addicted to  
2 their platforms, for profit.

3 79. Defendants have also intentionally designed and operated their platforms to  
4 maximize users’ screen time. This has been accomplished by building features and operating  
5 their platforms in a manner intended to exploit human psychology using complex algorithms  
6 driven by advanced artificial intelligence and machine-learning systems. Defendants have  
7 adapted their platforms in ways that promote excessive and problematic use, and they have done  
8 so in ways known to be harmful to children.

9 80. An example of how Defendants maximize the time users spend on their platforms  
10 involves the design of feeds. These feeds include photos, videos, and/or sponsored or promoted  
11 content. Each feed uses an algorithm to curate content for users to consume endlessly. Google’s  
12 former design ethicist, Tristan Harris, explained that this never-ending stream is designed to  
13 “keep [users] scrolling, and purposely eliminate any reason for [them] to pause, reconsider or  
14 leave.”<sup>70</sup> Defendants’ feeds take “an experience that was bounded and finite, and turn it into a  
15 bottomless flow that keeps going.”<sup>71</sup> This “flow state,” as psychologists describe it, “fully  
16 immerse[s]” users, distorts their perception of time, and “has been shown to be associated with  
17 problematic use of social networking sites.”<sup>72</sup>

18 81. Another way Defendants manipulate users is through social reciprocity.  
19 “Reciprocity,” in this context means the powerful social phenomenon of how people respond to  
20 positive or hostile actions. Reciprocity means that in response to friendly actions, people respond  
21 in a friendly manner and vice versa.<sup>73</sup>

22 <sup>69</sup> Leonard Sax, *Is TikTok Dangerous for Teens?*, Inst. Fam. Stud. (Mar. 29, 2022), <https://ifstudies.org/blog/is-tiktok-dangerous-for-teens->

23 <sup>70</sup> Von Tristan Harris, *The Slot Machine in Your Pocket*, Spiegel Int’l (July 27, 2016),  
24 <https://www.spiegel.de/international/zeitgeist/smartphone-addiction-is-part-of-the-design-a-1104237.html>.

25 <sup>71</sup> *Id.*

26 <sup>72</sup> Gino Gugushvili et al., *Facebook use intensity and depressive symptoms: a moderated mediation model of*  
27 *problematic Facebook use, age, neuroticism, and extraversion at 3*, BMC Psych. 10, 279 (2022),  
28 <https://doi.org/10.1186/s40359-022-00990-7>.

<sup>73</sup> Ernst Fehr & Simon Gächter, *Fairness and Retaliation: The Economics of Reciprocity*, 14(3) J. Econ. Persps.  
159–81 (2000), [https://www.researchgate.net/profile/Ernst-Fehr-2/publication/23756527\\_Fairness\\_and\\_Retaliation\\_The\\_Economics\\_of\\_Reciprocity/links/5eb024e945851592d6b87d3b/Fairness-and-Retaliation-The-Economics-of-Reciprocity.pdf](https://www.researchgate.net/profile/Ernst-Fehr-2/publication/23756527_Fairness_and_Retaliation_The_Economics_of_Reciprocity/links/5eb024e945851592d6b87d3b/Fairness-and-Retaliation-The-Economics-of-Reciprocity.pdf).

1           82. Reciprocity is a known and widely used tactic of Defendants. It is why Facebook and  
2 Snapchat automatically tell a “sender when you ‘saw’ their message, instead of letting you avoid  
3 disclosing whether you read it. As a consequence, you feel more obligated to respond[,]”  
4 immediately.<sup>74</sup> That keeps users on the platform or, through push notifications—another  
5 dangerous tool—users feel psychologically compelled to return to and use the platform.

6           83. Additionally, Defendants manipulate users to keep using or returning to their  
7 platforms through the use of intermittent variable rewards (“IVR”). One commonly known  
8 example of IVR is slot machines.<sup>75</sup> Slot machines, like Defendants’ platforms, are designed to  
9 provide an intermittent reward that varies in value. IVR produces a dopamine response in the  
10 brain of the consumer, which in turn develops anticipation and craving. IVR is the fundamental  
11 way that gambling creates addiction, and it is used by Defendants to promote the same desire in a  
12 consumer’s brain to use their platforms.

13           84. Defendants use IVR heavily in the design and operations of their platforms by  
14 “link[ing] a user’s action (like pulling a lever) with a variable reward.”<sup>76</sup> For example, when  
15 “we swipe down our finger to scroll the Instagram feed, we’re playing a slot machine to see what  
16 photo comes next.”<sup>77</sup> The platform also delays the time it takes to load the feed. “This is because  
17 without that three-second delay, Instagram wouldn’t feel variable.”<sup>78</sup> Without that delay, there  
18 would be no time for users’ anticipation to build. In slot machine terms, there would be “no  
19 sense of will I win? because you’d know instantly. So the delay isn’t the app loading. It’s the  
20 cogs spinning on the slot machine.”<sup>79</sup> Each of the Defendants’ platforms exploits this  
21 biochemical reaction among its users, typically using “likes,” “hearts,” a thumbs up, or other  
22 forms of approval that serve as the reward.

23 <sup>74</sup> Von Tristan Harris, *The Slot Machine in Your Pocket*, Spiegel Int’l (July 27,  
24 2016), <https://www.spiegel.de/international/zeitgeist/smartphone-addiction-is-part-of-the-design-a-1104237.html>.

25 <sup>75</sup> See, e.g., Julian Morgans, *The Secret Ways Social Media is Built for Addiction*, Vice (May 17, 2017),  
<https://www.vice.com/en/article/vv5jkb/the-secret-ways-social-media-is-built-for-addiction>.

26 <sup>76</sup> Von Tristan Harris, *The Slot Machine in Your Pocket*, Spiegel Int’l (July 27, 2016),  
<https://www.spiegel.de/international/zeitgeist/smartphone-addiction-is-part-of-the-design-a-1104237.html>.

27 <sup>77</sup> *Id.*

28 <sup>78</sup> Julian Morgans, *The Secret Ways Social Media is Built for Addiction*, Vice (May 17, 2017),  
<https://www.vice.com/en/article/vv5jkb/the-secret-ways-social-media-is-built-for-addiction>.

<sup>79</sup> *Id.*

1 85. As discussed above, Defendants specifically target minors. “Everyone innately  
2 responds to social approval, but some demographics, in particular teenagers, are more vulnerable  
3 to it than others.”<sup>80</sup>

4 86. Minors are especially vulnerable both to the ways in which Defendants manipulate  
5 users to maximize their “watch time,” and to the resulting harms. Children’s brains undergo a  
6 fundamental shift around age 10 that makes “preteens extra sensitive to attention and admiration  
7 from others.”<sup>81</sup>

8 87. In adolescence, the structures of the brain “closely tied” to social media activity  
9 and that drive instinctual behavior begin to change.<sup>82</sup> The ventral striatum is one of those  
10 structures. It receives a rush of dopamine and oxytocin, known as the “happy hormones[,]”  
11 whenever we experience social rewards.<sup>83</sup> Between the ages of 10 and 12, the receptors for those  
12 happy hormones begin to multiply in this region of the brain, which makes compliments on a  
13 new hairstyle, laughter from a classmate, or other social rewards “start to feel a lot more  
14 satisfying.”<sup>84</sup>

15 88. Prior to the rise of social media, these biological changes incentivized children to  
16 develop healthy social skills and connections. “But arriving at school in a new pair of designer  
17 jeans, hoping your crush will smile at you in the hallway, is worlds away from posting a video on  
18 TikTok that may get thousands of views and likes,” according to Mitch Prinstein, Chief Science  
19 Officer for the American Psychology Association.<sup>85</sup>

20 89. Part of what makes the “interactions so different,”<sup>86</sup> is that they are often permanent  
21 and public in nature. There is no public record tracking the number of consecutive days you have  
22 spoken to someone, like there is for Snap “streaks.” Similarly, “[a]fter you walk away from a  
23

---

24 <sup>80</sup> Von Tristan Harris, *The Slot Machine in Your Pocket*, Spiegel Int’l (July 27, 2016),

<https://www.spiegel.de/international/zeitgeist/smartphone-addiction-is-part-of-the-design-a-1104237.html>.

25 <sup>81</sup> Zara Abrams, *Why young brains are especially vulnerable to social media*, Am. Psych. Ass’n (Aug. 25, 2022),  
<https://www.apa.org/news/apa/2022/social-media-children-teens>.

26 <sup>82</sup> *Id.*

<sup>83</sup> *Id.*

27 <sup>84</sup> *Id.*

<sup>85</sup> *Id.*

28 <sup>86</sup> *Id.*

1 regular conversation, you don't know if the other person liked it, or if anyone else liked it[.]”<sup>87</sup>  
2 On Defendants’ platforms, kids, their friends, and even complete strangers can publicly deliver  
3 or withhold social rewards in the form of likes, comments, views and follows.<sup>88</sup>

4 90. These social rewards release dopamine and oxytocin in the brains of children and  
5 adults alike, but there are two key differences, as Chief Science Officer Prinstein explained:  
6 “First, adults tend to have a fixed sense of self that relies less on feedback from peers. Second,  
7 adults have a more mature prefrontal cortex, an area that can help regulate emotional responses  
8 to social rewards.”<sup>89</sup>

9 91. Minors, by contrast, are in a “period of personal and social identity formation,” much  
10 of which “is now reliant on social media.”<sup>90</sup>“Due to their limited capacity for self-regulation and  
11 their vulnerability to peer pressure,” adolescents “are at greater risk of developing mental  
12 disorder.”<sup>91</sup>

13 92. Together, Defendants have designed, promoted, marketed, and operated their social  
14 media platforms to maximize the number of minors who use their platforms and the time they  
15 spend on those platforms. Despite knowing that social media inflicts harms on children,  
16 Defendants have continued to create more advanced and adapted versions of their platforms with  
17 features curated to keep users engaged and maximize the amount of time they spend using their  
18 platforms. Defendants’ conduct in designing and marketing exploitive and manipulative  
19 platforms, minors spend excessive amounts of time on Defendants’ platforms.  
20  
21  
22

---

23 <sup>87</sup> *Id.*

24 <sup>88</sup> *Id.*

25 <sup>89</sup> *Id.*

26 <sup>90</sup> Betul Keles et al., *A systematic review: the influence of social media on depression, anxiety and psychological*  
27 *distress in adolescents*, Int’l J. Adolescence & Youth (202) 25:1, 79–93 (Mar. 3, 2019),  
28 [https://www.researchgate.net/publication/331947590\\_A\\_systematic\\_review\\_the\\_influence\\_of\\_social\\_media\\_on\\_depression\\_anxiety\\_and\\_psychological\\_distress\\_in\\_adolescents/fulltext/5c94432345851506d7223822/A-systematic-review-the-influence-of-social-media-on-depression-anxiety-and-psychological-distress-in-adolescents.pdf](https://www.researchgate.net/publication/331947590_A_systematic_review_the_influence_of_social_media_on_depression_anxiety_and_psychological_distress_in_adolescents/fulltext/5c94432345851506d7223822/A-systematic-review-the-influence-of-social-media-on-depression-anxiety-and-psychological-distress-in-adolescents.pdf).

<sup>91</sup> *Id.*

1 93. Defendants' campaigns and design were wildly successful. Most teenagers use the  
2 same five social media platforms: YouTube, TikTok, Instagram, Snapchat, and Facebook.<sup>92</sup> Each  
3 of these platforms individually represents that they have a high numbers of teenage users.

4  
5 **1. Meta Intentionally Marketed to and Designed Their Social Media**  
6 **Platforms for Minor Users, Substantially Contributing to the Mental Health**  
7 **Crisis**

8 **a) The Meta Platform**

9 94. The Meta platform, including Facebook and Instagram, are among the most popular  
10 social networking platforms in the world, with more than 3.6 billion users worldwide.<sup>93</sup>

11 **(i) Facebook**

12 95. Facebook is a social networking platform included in Meta.

13 96. Since its release in 2004, Facebook has become the largest social network in the  
14 world. As of October 2021, Facebook had approximately 2.9 billion monthly active users,  
15 approximately 2 billion of whom use Facebook every day.<sup>94</sup>

16 97. When Facebook was first released, it was not widely used, initially. Only students at  
17 certain colleges and universities could use the social media platform, and verification of college  
18 enrollment was required for access.

19 98. In 2005, Facebook expanded and became accessible to students at additional  
20 universities around the world, after which Meta launched a high school version of Facebook that  
21 also required an invitation to join. In the early stages, exclusivity rather than profit was the focus.

22 99. Meta slowly expanded eligibility for Facebook to add additional users to its network.

23 100. In September 2006, Facebook became available to all internet users. Meta initially  
24 claimed that it was open only to persons aged 13 and older with a valid email address; however,  
25 on information and belief, Meta did not require any verification of a user's age or identity, and

26 <sup>92</sup> Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10, 2022),  
<https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/>.

27 <sup>93</sup> Felix Richter, *Meta Reaches 3.6 Billion People Each Month*, Statista (Oct. 29, 2021),  
<https://www.statista.com/chart/2183/facebook-mobile-users/>.

28 <sup>94</sup> See id.; S. Dixon, *Number of Daily Active Facebook Users Worldwide as of 3rd Quarter 2022 (in Millions)*,  
Statista (Oct. 27, 2022), <https://www.statista.com/statistics/346167/facebook-global-dau/>.

1 did not actually verify users' email addresses, so underage users could easily register an account  
2 with and access Facebook.

3 101. Facebook then underwent a series of changes aimed at increasing user engagement,  
4 profits and platform growth, without regard to user safety, including the following:

5 (a) In 2009, Facebook launched the "like" button;

6 (b) In 2011, Facebook launched Messenger, its direct messaging service, and started  
7 allowing people to subscribe to non-friends. In essence, Facebook Messenger can be used just  
8 like texting;

9 (c) In 2012, advertisements appeared on Facebook news feed and a real-time bidding  
10 system was launched through which advertisers could bid on users based on their visits to third-  
11 party websites;

12 (d) In 2014, Facebook's facial recognition algorithm (DeepFace) reached precise  
13 accuracy in identifying faces;

14 (e) In 2015, Facebook made significant changes to its news feed algorithm to  
15 determine what content to show users, and launched its live-streaming service;

16 (f) In 2016, Facebook launched games for its social media platform, so that users  
17 could play games without having to leave the platform; and

18 (g) In 2017, Facebook launched Facebook Creator, an app for mobile video posts,  
19 which assists with content creation.

20 **(ii) Instagram**

21 102. Instagram is a social media platform that launched in 2010, which Meta acquired for  
22 \$1 Billion in April, 2012.

23 103. Instagram allows users to share photos and videos with other users, and to view  
24 other users' photos and videos. These photos and videos appear on users' Instagram "feeds,"  
25 which are endless.

26 104. After being acquired by Meta, Instagram experienced huge user growth, from  
27 approximately 10 million monthly active users in September 2012 to more than one billion  
28

1 monthly active users worldwide today, including approximately 160 million users in the United  
2 States.<sup>95</sup>

3 105. The number of Instagram users continues to climb, and it has been projected to reach  
4 nearly one-third of the world's internet users by 2025. "In 2021, there were 1.21 billion monthly  
5 active users of Meta's Instagram, making up over 28 percent of the world's internet users. By  
6 2025, it has been forecast that there will be 1.44 billion monthly active users of the social media  
7 platform, which would account for 31.2 percent of global internet users."<sup>96</sup>

8 106. Instagram's user growth was driven by design and development changes to the  
9 Instagram platform that increased engagement at the expense of the health and well-being of  
10 Instagram's users—especially the children using the platform.

11 107. Instagram continued its addictive methods when in August 2020, Instagram began  
12 promoting and recommending short videos to users, called Reels.<sup>97</sup> Like TikTok, Instagram  
13 allows users to view an endless feed of Reels that are recommended and curated to users by  
14 Instagram's algorithm.

15 108. Instagram has become the most popular photo sharing social media platform  
16 among children in the United States. According to a Pew research study from 2021,  
17 approximately 72 percent of children aged 13–17 in the United States use Instagram.<sup>98</sup>

#### 18 **b. Meta Targets Minors**

19 109. To maximize the revenue generated from advertisers, Meta has expended  
20 significant effort to attract minors, including teens and preteens, to its platforms by designing  
21 features that appeal to them. Meta also views teenagers as a way to attract other potential users,  
22 for example by using teenagers to recruit parents who want to participate in their children's lives  
23

---

24 <sup>95</sup> S. Dixon, Number of Instagram Users Worldwide from 2020 to 2025 (in Billions), Statista (May 23, 2022),  
25 <https://www.statista.com/statistics/183585/instagram-number-of-global-users/>.

26 <sup>96</sup> S. Dixon, *Number of Instagram Users Worldwide from 2020 to 2025* (in Billions), Statista (Feb. 15, 2023),  
27 <https://www.statista.com/statistics/183585/instagram-number-of-global-users/>.

28 <sup>97</sup> Introducing Instagram Reels, Instagram (Aug. 5, 2020),  
<https://about.instagram.com/blog/announcements/introducing-instagram-reels-announcement>.

<sup>98</sup> Katherine Schaeffer, *7 Facts About Americans and Instagram*, Pew Rsch. Ctr. (Oct. 7, 2021),  
<https://www.pewresearch.org/fact-tank/2021/10/07/7-facts-about-americans-and-instagram/>.

1 as well as younger siblings who look to older siblings as models for which social media  
2 platforms to use and how to use them.<sup>99</sup>

3 109. Meta explicitly targets minors. An internal Instagram marketing plan shows that  
4 Meta is aware “[i]f we lose the teen foothold in the U.S. we lose the pipeline” for growth.<sup>100</sup>  
5 To ensure that did not happen, Meta’s Instagram devoted almost all of its \$390 million annual  
6 marketing budget for 2018 to target teenagers.<sup>101</sup>

7 110. Meta also views preteens as a “valuable but untapped audience,”  
8 even contemplating “exploring playdates as a growth lever.”<sup>102</sup> Meta formed a team to study  
9 preteens, designed more products designed for them, and focused their strategy on the “business  
10 opportunities” created.<sup>103</sup>

11 111. The Meta platforms are designed to be used by children and are actively marketed to  
12 children throughout the United States. Internal Meta documents establish that Meta spends  
13 hundreds of millions of dollars researching, analyzing, and marketing to children to find ways to  
14 make its platforms more appealing to these age groups and to maximize the time children spend  
15 on its platforms, as these age groups are seen as essential to Meta’s long-term profitability and  
16 market dominance.<sup>104</sup> For instance, after Instagram’s founders left Meta in September 2018,  
17 “Facebook went all out to turn Instagram into a main attraction for young audiences,” and  
18 “began concentrating on the ‘teen time spent’ data point,” in order to “drive up the amount of  
19 time that teenagers were on the app with features including Instagram Live, a broadcasting tool,  
20 and Instagram TV, where people upload videos that run as long as an hour.”<sup>105</sup>

---

22 <sup>99</sup> Sheera Frenkel et al., *Instagram Struggles with Fears of Losing Its ‘Pipeline’: Young Users*, N.Y. Times (Oct.  
23 26, 2021), <https://www.nytimes.com/2021/10/16/technology/instagram-teens.html>.

24 <sup>100</sup> *Id.*

25 <sup>101</sup> *Id.*

26 <sup>102</sup> *Id.*

27 <sup>103</sup> Georgia Wells & Jeff Horwitz, *Facebook’s Effort to Attract Preteens Goes Beyond Instagram Kids, Documents*  
28 *Show; It has investigated how to engage young users in response to competition from Snapchat, TikTok;*  
*‘Exploring playdates as a growth lever*, Wall St. J. (Sept. 28, 2021), [https://www.wsj.com/articles/facebook-](https://www.wsj.com/articles/facebook-instagram-kids-tweens-attract-11632849667)  
[instagram-kids-tweens-attract-11632849667](https://www.wsj.com/articles/facebook-instagram-kids-tweens-attract-11632849667) (Last visited Mar. 21, 2023).

<sup>104</sup> *Id.*

<sup>105</sup> Sheera Frenkel et al., *Instagram Struggles with Fears of Losing Its ‘Pipeline’: Young Users*, N.Y. Times (Oct.  
26, 2021), <https://www.nytimes.com/2021/10/16/technology/instagram-teens.html>.

1 112. Similarly, Instagram’s popularity among young people is the direct result of Meta’s  
 2 deliberate efforts to target children—which in turn is driven by the desire of advertisers and  
 3 marketers to target children on Meta’s platforms. In fact, Meta’s acquisition of Instagram was  
 4 primarily motivated by its desire to make up for declines in the use of Facebook by children, and  
 5 Meta views Instagram as central to its ability to attract and retain young audiences. A 2018  
 6 internal Meta marketing report exposes this, bemoaning the loss of teenage users to  
 7 competitors’ platforms as “an existential threat.”<sup>106</sup> In contrast, a Meta presentation from 2019  
 8 indicated that “Instagram is well positioned to resonate and win with young people,” and “[t]here  
 9 is a path to growth if Instagram can continue their trajectory.”<sup>107</sup>

10 113. With respect to pre-teens, Meta’s policy is that they cannot register an account, but it  
 11 knowingly disregards and fails to enforce this policy. Since at least 2011, Meta has known that  
 12 its age-verification protocols are largely inadequate, estimating at that time that it removed  
 13 20,000 children under age 13 from Facebook every day.<sup>108</sup> In 2021, Adam Mosseri, the Meta  
 14 executive in charge of Instagram, acknowledged users under 13 can still “lie about [their] age  
 15 now,” to register an account.<sup>109</sup>

16 114. Meta has yet to implement protocols to verify a users’ age, likely due to the fact it  
 17 has strong business incentives not to. Meta also has agreements with cell phone manufacturers  
 18 and/or providers and/or retailers, who often pre-install its platforms on mobile devices prior to  
 19 sale and without regard to the age of the intended user of each such device. That is, even though  
 20 Meta is prohibited from providing the Meta platforms to users under the age of 13, Meta  
 21 knowingly and actively promotes and provides underage users access to its platforms by

22 <sup>106</sup> *Id.*

23 <sup>107</sup> Georgia Wells et al., *Facebook Knows Instagram Is Toxic for Teen Girls, Company Documents Show; Its own*  
 24 *in-depth research shows a significant teen mental-health issue that Facebook plays down in public*, Wall St. J.  
 (Sept. 14, 2021), <https://www.wsj.com/articles/facebook-knows-instagram-is-toxic-for-teen-girls-company-documents-show-11631620739>.

25 <sup>108</sup> Austin Carr, *Facebook Booting “20,000” Underage Users Per Day: Reaction to Growing Privacy Concerns?*,  
 26 *Fast Co.* (Mar. 22, 2011), <https://www.fastcompany.com/1741875/facebook-booting-20000-underage-users-day-reaction-growing-privacy-concerns>.

27 <sup>109</sup> Georgia Wells & Jeff Horwitz, *Facebook’s Effort to Attract Preteens Goes Beyond Instagram Kids, Documents*  
 28 *Show; It has investigated how to engage young users in response to competition from Snapchat, TikTok;*  
*‘Exploring playdates as a growth lever*, Wall St. J. (Sept. 28, 2021), <https://www.wsj.com/articles/facebook-instagram-kids-tweens-attract-11632849667>.

1 encouraging and allowing cell phone manufacturers to pre-install the platforms on mobile  
2 devices indiscriminately. Consequently, approximately 11 percent of United States children  
3 between the ages of 9 and 11 used Instagram in 2020,<sup>110</sup> despite Meta claiming to remove  
4 approximately 600,000 underage users per quarter.<sup>111</sup>

5 115. Meta's efforts to attract young users have been successful.

6 **c. Meta Intentionally Maximizes the Times Users Spend on its Platforms**

7 116. The Meta platforms are designed to maximize time spent on the platform, utilizing  
8 features that exploit the natural human need for social interaction and the neurophysiology of the  
9 brain's reward systems to keep users endlessly scrolling, posting, "liking," commenting, and  
10 returning to the app to check engagement on their posts. Minors' brains, which are in  
11 developmental stages, are especially vulnerable to such misuse.

12 117. One of the ways in which Meta employs IVR is through its push notifications, which  
13 promote habitual use and are designed to prompt users to open the app and be exposed to content  
14 selected to maximize the use of Meta's platforms. In particular, Meta purposefully delays  
15 notifications of likes and comments into notifying in several bursts rather than notifying users in  
16 real time, so as to create dopamine responses that leave users craving more and promoting  
17 addiction. Meta's push notifications are specifically designed to manipulate users into to  
18 reengaging with Meta's platforms to increase user engagement regardless of a user's age.

19 118. Meta also exploits IVR to manipulate users with one of its most defining features:  
20 the "Like" button. Meta is aware that "Likes" are a source of social comparison harm for many  
21 users, as detailed below. Several former Meta employees involved in creating the Like button  
22  
23  
24

25 <sup>110</sup> Brooke Auxier et al., *Parenting Children in the Age of Screens*, Pew Rsch. Ctr. (July 28, 2020),  
26 <https://www.pewresearch.org/internet/2020/07/28/childrens-engagement-with-digital-devices-screen-time/>.

27 <sup>111</sup> Georgia Wells & Jeff Horwitz, *Facebook's Effort to Attract Preteens Goes Beyond Instagram Kids, Documents*  
28 *Show; It has investigated how to engage young users in response to competition from Snapchat, TikTok;*  
*'Exploring playdates as a growth lever*, Wall St. J. (Sept. 28, 2021), <https://www.wsj.com/articles/facebook-instagram-kids-tweens-attract-11632849667>.

1 have spoken publicly about the manipulative nature of Meta’s platforms and the harm they cause  
2 users.<sup>112</sup>

3 119. Additionally, Meta designed other features of its platforms on IVR principles,  
4 such as posts, comments, tagging, and the “pull to refresh” feature, which enables a user to scroll  
5 endlessly through content.

6 120. Other design decisions were motivated by social reciprocity, such as the use of visual  
7 cues to reflect that someone is currently typing a response to a message, which keeps the user on  
8 the platform longer awaiting the message response, and providing read receipts for messages.

9 121. The Meta platforms are designed to encourage users to post content and to interact  
10 with other users’ posts. Each new post that appears on a user’s feed functions as a dopamine-  
11 producing social interaction in the user’s brain. Similarly, likes, comments, and other interactions  
12 with user’s posts function as an even stronger dopamine- producing stimulus than does seeing  
13 new posts from other users. Thus, users are motivated to post content they expect will encourage  
14 interaction. Meta has purposefully designed its platforms to essentially trap users (especially  
15 minors) in endless cycles of “little dopamine loops.”<sup>113</sup>

16 **d. Meta’s Algorithms Are Manipulative and Harmful**

17 122. Meta designs and employs advanced algorithms and artificial intelligence to  
18 keep its platforms as engaging and habit forming as possible. For example, the Meta  
19 platforms display curated content and recommendations that are customized to each user  
20 by using sophisticated algorithms. The proprietary services developed through such algorithms  
21 include: News Feed (a feed of stories and posts published on the platform, some of which  
22 are posted by connections/friends and others that are picked by Meta’s algorithms), People You  
23 May Know (algorithm-based suggestions of persons or accounts), Suggested for You, and  
24 Discover (algorithm-based recommendations). Such algorithm-based content and

25 <sup>112</sup> See, e.g., Paul Lewis, “‘Our minds can be hijacked’: the tech insiders who fear a smartphone dystopia”, The  
26 Guardian (Oct. 6, 2017), <https://www.theguardian.com/technology/2017/oct/05/smartphone-addiction-silicon-valley-dystopia> (last visited Mar. 23, 2023)

27 <sup>113</sup> Allison Slater Tate, *Facebook whistleblower Frances Haugen says parents make 1 big mistake with social*  
28 *media*, Today (Feb. 7, 2022), <https://www.today.com/parents/teens/facebook-whistleblower-frances-haugen-rca15256> (last visited Mar. 30, 2023).

1 recommendations are presented to each user while the user is on the platform, and through  
2 notifications sent to the user’s smartphone and email address when the user is not on the  
3 platform.

4 123. Meta’s algorithms are not based exclusively on user requests, or even user inputs.  
5 Meta’s algorithms combine information entered or posted by the user on the platform with the  
6 user’s demographics and other data points collected and analyzed by Meta, make assumptions  
7 about that user’s interests and preferences, make predictions about what else might appeal to the  
8 user, and then make very specific recommendations of posts and pages to view and groups to  
9 visit and join based on rankings that will optimize Meta’s key performance indicators. Meta’s  
10 design dictates the way content is presented, such as its ranking and prioritization.<sup>114</sup>

11 124. Meta’s current use of algorithms in its platforms is driven and designed to  
12 maximize user engagement. Recently, Meta has transitioned away from chronological  
13 ranking, which organized the interface according to when content was posted or sent, to  
14 prioritize Meaningful Social Interactions (“MSI”), which emphasizes users’ connections and  
15 interactions such as likes and comments and gives greater significance to the interactions of  
16 connections that appeared to be the closest to users. Meta developed and employed an  
17 “amplification algorithm” to execute engagement-based ranking, which considers a post’s likes,  
18 shares, and comments, as well as a user’s past interactions with similar content, and shows the  
19 post in the user’s newsfeed if it otherwise meets certain benchmarks.

20 125. Meta’s algorithms secretly operate on the principle that intense reactions compel  
21 attention. Because these algorithms measure reactions and contemporaneously immerse users in  
22 the most reactive content, these algorithms effectively work to steer users toward the most  
23 negative content, because negative content routinely elicits passionate reactions.

24 126. Due to its focus on user engagement, Meta’s algorithms promote content that is  
25 objectionable and harmful to many users, including minors. Meta was very aware of the harmful  
26 content that it was promoting, yet failed to change its algorithms because the inflammatory

---

27 <sup>114</sup> See, e.g., Adam Mosseri, *Shedding More Light on How Instagram Works*, Instagram (June 8, 2021),  
28 <https://about.instagram.com/blog/announcements/shedding-more-light-on-how-instagram-works>

1 content that its algorithms were feeding to users fueled their return to the platforms and led to  
2 more engagement—which in turn helped Meta sell more advertisements, and more profit.  
3 Meta’s algorithms promote harmful content because such content increases user engagement,  
4 which thereby increases its appeal to advertisers and increases its overall value and profitability.

5 127. Meta’s shift from chronological ranking to algorithm-driven content and  
6 recommendations has changed the Meta platforms in ways that are dangerous and  
7 harmful to children, whose psychological susceptibility to habit-forming platforms put them at  
8 greater risk of harm from the Meta platforms’ exploitive and harmful features. In this regard, the  
9 algorithms used by Meta’s platforms exploit child users’ diminished decision-making capacity,  
10 impulse control, emotional maturity, and psychological resiliency caused by users’ incomplete  
11 brain development—and Meta specifically designs its platforms with these vulnerabilities in  
12 mind.

13 **e. Facebook’s and Instagram’s Harmful “Feeds”**

14 128. Facebook and Instagram feature a primary component which is promoting to each  
15 user a “feed” that is generated by an algorithm for that user, which consists of a series of photos,  
16 videos, and text posts posted by accounts that the user follows, along with advertising and  
17 content specifically selected by algorithms and promoted by Meta.

18 129. These feeds are endless lists of content that encourage users to scroll continuously  
19 without any natural end points, thus making it less likely the user would leave the app. In this  
20 regard, “[u]nlike a magazine, television show, or video game,” the Meta platforms only rarely  
21 prompt their users to take a break by using “stopping cues.”<sup>115</sup> Meta’s “bottomless scrolling”  
22 feature is designed to encourages users to use its platforms for unlimited periods of time.

23 130. Meta also controls a user’s feed through certain ranking mechanisms, escalation  
24 loops, and promotion of advertising and content specifically selected and promoted by Meta  
25 based on, among other things, its ongoing planning, assessment, and prioritization of the types of  
26 information most likely to increase user engagement.

27 <sup>115</sup> See Zara Abrams, *How Can We Minimize Instagram’s Harmful Effects?*, Am. Psych. Ass’n (Dec. 2, 2021),  
28 <https://www.apa.org/monitor/2022/03/feature-minimize-instagram-effects>.

1 131. As described above, the algorithms generating a user’s feed encourage excessive  
2 use and promote harmful content, particularly where the algorithm is designed to prioritize the  
3 number of interactions rather than the quality of interactions.

4 132. Meta utilizes private information of its child users to “precisely target [them] with  
5 content and recommendations, assessing what will provoke a reaction,” including encouragement  
6 of “destructive and dangerous behaviors,” which is how Meta “can push teens into darker and  
7 darker places.”<sup>116</sup> As such, Meta’s “amplification algorithms, things like engagement based  
8 ranking . . . can lead children . . . all the way from just something innocent like healthy recipes to  
9 anorexia promoting content over a very short period of time.”<sup>117</sup> Meta thus specifically selects  
10 and pushes this harmful content on its platforms, for which it is then paid, and does so both for  
11 direct profit and also to increase user engagement, resulting in additional profits down the road.

12 133. Meta’s Instagram platform features a feed of “Stories,” which are short-lived  
13 photo or video posts that are accessible only for 24 hours. This feature encourages constant,  
14 repeated, and compulsive use of Instagram, so that users do not miss out on content before it  
15 disappears. As with other feeds, the presentation of content in a user’s Stories is generated by an  
16 algorithm designed by Meta to maximize the amount of time a user spends on the app.

17 134. Instagram also features a feed called “Explore,” which displays content posted by  
18 users not previously “followed.” The content in “Explore” is selected and presented by an  
19 algorithm designed by Meta to maximize the amount of time a user spends on the app. As with  
20 other feeds, the Explore feature may be scrolled endlessly, and its algorithm will continually  
21 generate new recommendations, encouraging users to use the app for unlimited periods of time.

22 135. Instagram features a feed called “Reels,” which presents short video posts by  
23 users not previously followed. These videos play automatically, without input from the user,  
24 encouraging the user to stay on the app for indefinite periods of time. As with other feeds, Reels  
25 content is selected and presented by an algorithm designed by Meta to maximize the amount of

26 <sup>116</sup> See *Facebook Whistleblower Frances Haugen Testifies on Children & Social Media Use: Full Senate Hearing*  
27 *Transcript* at 09:02, Rev (Oct. 5, 2021), <https://www.rev.com/blog/transcripts/facebook-whistleblower-frances-haugen-testifies-on-children-social-media-use-full-senate-hearing-transcript>

28 <sup>117</sup> *Id.* at 37:34 (statement by Ms. Frances Haugen).

1 time a user spends on the app.

2 **f. Meta Is Aware That Its Platforms Are Harmful to Minors**

3 136. For years, Meta has been aware that the content it is intentionally promoting to users,  
4 including children, is harmful to their physical and mental health, yet failed to mitigate or stop  
5 the damage it was perpetuating, due to profit.

6 137. In an internal slide presentation in 2019, Meta’s own researchers studying  
7 Instagram’s effects on children concluded that “[w]e make body image issues worse for one in  
8 three teen girls[.]”<sup>118</sup> This presentation was one of many documents leaked by former Meta  
9 employee Frances Haugen to journalists at the Wall Street Journal and federal regulators in  
10 2021.<sup>119</sup> The Wall Street Journal’s reporting on the documents began in September 2021 and  
11 caused a national and international uproar.

12 138. The leaked documents confirmed what social scientists have long suspected; that  
13 social media platforms like Meta’s can cause serious harm to the mental and physical health of  
14 children. Moreover, this capacity for harm is by design—what makes the Meta platforms  
15 profitable is precisely what harms its young users.

16 139. Upon information and belief, at least as far back as 2019, Meta initiated a  
17 Proactive Incident Response experiment, which began researching the effect of Meta on the  
18 mental health of today’s children.<sup>120</sup> Meta’s own in-depth analyses show significant mental-  
19 health issues stemming from the use of Instagram among teenage girls, many of whom linked  
20 suicidal thoughts and eating disorders to their experiences on the app.<sup>121</sup> In this regard, Meta’s

21  
22 <sup>118</sup> Georgia Wells et al., *Facebook Knows Instagram Is Toxic for Teen Girls, Company Documents Show; Its own*  
23 *in-depth research shows a significant teen mental-health issue that Facebook plays down in public*, Wall St. J. (Sept.  
24 14, 2021), [https://www.wsj.com/articles/facebook-knows-instagram-is-toxic-for-teen-girls-company-documents-](https://www.wsj.com/articles/facebook-knows-instagram-is-toxic-for-teen-girls-company-documents-show-11631620739)  
25 [show-11631620739](https://www.wsj.com/articles/facebook-knows-instagram-is-toxic-for-teen-girls-company-documents-show-11631620739)

26 <sup>119</sup> See Paul Marsden, *The ‘Facebook Files’ on Instagram Harms—All Leaked Slides on a Single Page*, Digital  
27 Wellbeing (Oct. 20, 2021), [https://digitalwellbeing.org/the-facebook-files-on-instagram-harms-all-leaked-slides-on-](https://digitalwellbeing.org/the-facebook-files-on-instagram-harms-all-leaked-slides-on-a-single-page/)  
28 [a-single-page/](https://digitalwellbeing.org/the-facebook-files-on-instagram-harms-all-leaked-slides-on-a-single-page/). See also Dell Cameron et al., *Read the Facebook Papers for Yourself*, Gizmodo (Apr. 18, 2022),  
<https://gizmodo.com/facebook-papers-how-to-read-1848702919>.

<sup>120</sup> See *Facebook Whistleblower Testifies on Protecting Children Online*, C-SPAN (Oct. 5, 2021), [https://www.c-](https://www.c-span.org/video/?515042-1/whistleblower-frances-haugen-calls-congress-regulate-facebook)  
[span.org/video/?515042-1/whistleblower-frances-haugen-calls-congress-regulate-facebook](https://www.c-span.org/video/?515042-1/whistleblower-frances-haugen-calls-congress-regulate-facebook).

<sup>121</sup> See Georgia Wells et al., *Facebook Knows Instagram Is Toxic for Teen Girls, Company Documents Show*, Wall  
St. J. (Sept. 14, 2021, 7:59 AM), [https://www.wsj.com/articles/facebook-knows-instagram-is-toxic-for-teen-girls-](https://www.wsj.com/articles/facebook-knows-instagram-is-toxic-for-teen-girls-company-documents-show-11631620739?mod=hp_lead_pos7&mod=article_inline)  
[company-documents-show-11631620739?mod=hp\\_lead\\_pos7&mod=article\\_inline](https://www.wsj.com/articles/facebook-knows-instagram-is-toxic-for-teen-girls-company-documents-show-11631620739?mod=hp_lead_pos7&mod=article_inline).

1 researchers have repeatedly found that Instagram is harmful for a sizable percentage of teens that  
2 use the platform.<sup>122</sup>

3 140. In particular, the researchers found that “[s]ocial comparison,” or peoples’  
4 assessment of their own value relative to that of others, is “worse on Instagram” for teens than on  
5 other social media platforms.<sup>123</sup> One in five teens reported that Instagram “makes them feel  
6 worse about themselves.”<sup>124</sup> Roughly two in five teen users reported feeling “unattractive,” while  
7 one in 10 teen users reporting suicidal thoughts traced them to Instagram.<sup>125</sup> Teens “consistently”  
8 and without prompting blamed Instagram “for increases in the rate of anxiety and depression.”<sup>126</sup>  
9 And although teenagers identify Instagram as a source of psychological harm, they often lack the  
10 self-control to use Instagram less. Also, according to Meta’s own researchers, young users are  
11 not capable of controlling their Instagram use to protect their own health.<sup>127</sup> Such users “often  
12 feel ‘addicted’ and know that what they’re seeing is bad for their mental health but feel unable to  
13 stop themselves.”<sup>128</sup>

14 141. Similarly, in a March 2020 presentation posted to Meta’s internal message board,  
15 researchers found that “[t]hirty-two percent of teen girls said that when they felt bad about their  
16 bodies, Instagram made them feel worse.”<sup>129</sup> Sixty-six percent of teen girls and 40 percent of  
17 teen boys have experienced negative social comparison harms on Instagram.<sup>130</sup> Further,  
18 approximately 13 percent of teen-girl Instagram users say the platform makes thoughts of

---

19  
20 <sup>122</sup> *Id.*

<sup>123</sup> *Id.*

<sup>124</sup> *Id.*

<sup>125</sup> *Id.*

<sup>126</sup> *Id.*

<sup>127</sup> *Id.*

<sup>128</sup> *Id.*

<sup>129</sup> *Id.*; *See also Teen Girls Body Image and Social Comparison on Instagram—An Exploratory Study in the U.S.*,  
24 Wall St. J. (Sept. 29, 2021), <https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-comparison-on-instagram.pdf>; *see also Hard Life Moments-Mental Health Deep Dive* at 14, Facebook (Nov. 2019),  
25 <https://about.fb.com/wp-content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf>; Paul Marsden,  
26 *The ‘Facebook Files’ on Instagram harms – all leaked slides on a single page* at slide 14, Dig. Wellbeing (Oct. 20,  
2021) <https://digitalwellbeing.org/the-facebook-files-on-instagram-harms-all-leaked-slides-on-a-single-page> (hard  
life moment – mental health deep dive)

<sup>130</sup> *Teen Girls Body Image and Social Comparison on Instagram—An Exploratory Study in the U.S.* at 9, Wall St. J.  
27 (Sept. 29, 2021), [https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-comparison-on-](https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-comparison-on-instagram.pdf)  
28 [instagram.pdf](https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-comparison-on-instagram.pdf).

1 “suicide and self harm” worse, and 17 percent of teen-girl Instagram users say the platform  
 2 makes “[e]ating issues” worse.<sup>131</sup> Meta’s researchers also acknowledged that “[m]ental health  
 3 outcomes” related to the use of Instagram “can be severe,” including “Body Dissatisfaction,”  
 4 “Body Dysmorphia,” “Eating Disorders,” “Loneliness,” and “Depression.”<sup>132</sup>

5 142. The leaked documents show that Meta is aware of the harmful nature of its  
 6 platforms, and the specific design features that lead to excessive use and harm to children. For  
 7 instance, Meta knows that Instagram’s Explore, Feed, and Stories features contribute to social  
 8 comparison harms “in different ways.” Moreover, specific “[a]spects of Instagram exacerbate  
 9 each other to create a perfect storm” of <sup>133</sup>harm to users, and that the “social comparison sweet  
 10 spot”—a place of considerable harm to users, particularly teenagers and teen girls—lies at the  
 11 center of Meta’s model and platforms’ features.<sup>134</sup> In this regard, Meta’s researchers wrote that  
 12 “[s]ocial comparison and perfectionism are nothing new, but Instagram is ‘the reason’ why there  
 13 are higher levels of anxiety and depression in young people.”<sup>135</sup>

14 **2. Snapchat Intentionally Marketed to and Designed Its Social Media Platform for**  
 15 **Minor Users and Has Substantially Contributed to the Youth Mental Health**  
 16 **Crisis**

17 143. Snapchat was created in 2011 by Stanford University students Evan Spiegel and  
 18 Bobby Murphy, who serve as Snap Inc.’s CEO and CTO respectively.<sup>136</sup>

19 144. Snapchat started as a photo sharing platform that allows users to form groups and  
 20 share photos, known as “snaps,” that disappear after being viewed by the recipients. Snapchat  
 21 became well known for this self-destructing content feature. But Snapchat quickly evolved from

22 <sup>131</sup> *Hard Life Moments-Mental Health Deep Dive* at 14, Facebook (Nov. 2019), [https://about.fb.com/wp-](https://about.fb.com/wp-content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf)  
 23 [content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf](https://about.fb.com/wp-content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf); Paul Marsden, *The Facebook Files’ on*  
 24 *Instagram arms – all leaked slides on a single page* at slide 14, Dig. Wellbeing (Oct. 20, 2021),  
 25 <https://digitalwellbeing.org/the-facebook-files-on-instagram-harms-all-leaked-slides-on-a-single-page>

26 <sup>132</sup> *Teen Girls Body Image and Social Comparison on Instagram—An Exploratory Study in the U.S.* at 34, Wall St.  
 27 J. (Sept. 29, 2021), [https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-comparison-on-](https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-comparison-on-instagram.pdf)  
 28 [instagram.pdf](https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-comparison-on-instagram.pdf).

<sup>133</sup> *Id.* at 31.

<sup>134</sup> *Id.* at 31.

<sup>135</sup> *See Hard Life Moments-Mental Health Deep Dive* at 53, Facebook (Nov. 2019), [https://about.fb.com/wp-](https://about.fb.com/wp-content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf)  
 29 [content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf](https://about.fb.com/wp-content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf).

<sup>136</sup> Katie Benner, *How Snapchat is Shaping Social Media*, N.Y. Times (Nov. 30, 2016),  
 30 <https://www.nytimes.com/2016/11/30/technology/how-snapchat-works.html>.

1 only functioning as a photo-sharing app, as Snap made design changes and rapidly developed  
2 new features targeting teens, which ultimately increased Snapchat’s popularity among minors.

3 145. In 2012, Snap added video sharing capabilities, pushing the number of “snaps” to  
4 50 million per day.<sup>137</sup> A year later, Snap added the “Stories” function, which allows users to  
5 upload a rolling compilation of snaps that the user’s connections can view for 24 hours.<sup>138</sup> The  
6 following year, Snap added a feature that enabled users to communicate with one another in real  
7 time “via text or video.”<sup>139</sup> It also added the “Our Story” feature, expanding on the original stories  
8 function by allowing users in the same location to add their photos and videos to a single  
9 publicly viewable content stream.<sup>140</sup> Snap also gave users the capability to add filters and graphic  
10 stickers onto photos showing a user’s location, through a feature it refers to as “Geofilters.”<sup>141</sup>

11 146. In 2015, Snap added a “Discover” feature that promotes videos from news outlets  
12 and other content creators.<sup>142</sup> Users can view content by scrolling through the Discover  
13 feed. After the selected video ends, Snapchat automatically plays other video content in a  
14 never ending stream until a user manually exits the stream.

15 147. In 2020, Snap added the “Spotlight” feature through which it serves users “an  
16 endless feed of user-generated content” Snap curates from the 300 million daily Snapchat  
17 users.<sup>143</sup>

18 148. Today Snapchat is one of the largest social media platforms in the world. By its  
19 own estimates, Snapchat has 363 million daily users, including 100 million daily users in North

---

20 <sup>137</sup> J.J. Colao, *Snapchat Adds Video, Now Seeing 50 Million Photos A Day*, Forbes (Dec. 14, 2012),  
21 <https://www.forbes.com/sites/jjcolao/2012/12/14/snapchat-adds-video-now-seeing-50-million-photos-a-day/?sh=55425197631b>.

22 <sup>138</sup> Ellis Hamburger, *Snapchat’s Next Big Thing: ‘Stories’ That Don’t Just Disappear*, Verge (Oct. 3, 2013),  
23 <https://www.theverge.com/2013/10/3/4791934/snapchats-next-big-thing-stories-that-dont-just-disappear>.

24 <sup>139</sup> Romain Dillet, *Snapchat Adds Ephemeral Text Chat and Video Calls*, TechCrunch (May 1, 2014),  
25 <https://techcrunch.com/2014/05/01/snapchat-adds-text-chat-and-video-calls/>.

26 <sup>140</sup> Laura Stampler, *Snapchat Just Unveiled a New Feature*, Time (June 17, 2014),  
27 <https://time.com/2890073/snapchat-new-feature/>.

28 <sup>141</sup> Angela Moscaritolo, *Snapchat Adds ‘Geofilters’ in LA*, New York, PC Mag. (July 15, 2014)  
<https://www.pcmag.com/news/snapchat-adds-geofilters-in-la-new-york>.

<sup>142</sup> Steven Tweedie, *How to Use Snapchat’s New ‘Discover’ Feature*, Bus. Insider (Jan. 27, 2015),  
<https://www.businessinsider.com/how-to-use-snapchat-discover-feature-2015-1>.

<sup>143</sup> Salvador Rodriguez, *Snap is launching a competitor to TikTok and Instagram Reels*, CNBC (Nov. 23, 2020),  
<https://www.cnn.com/2020/11/23/snap-launching-a-competitor-to-tiktok-and-instagram-reels.html>.

1 America.<sup>144</sup> Snapchat reaches 90 percent of people ages 13–24 in over twenty countries and  
 2 reaches nearly half of all smartphone users in the United States.<sup>145</sup>

3 **a. Snap Designs and Markets Its Platform to Minors**

4 149. Snapchat’s commercial success is due to its advertising. In 2014, Snap began  
 5 running advertisements on Snapchat.<sup>146</sup> Since then, Snapchat’s business model has revolved  
 6 around its advertising revenue, which has boomed. Snap now expects to generate \$4.86 billion in  
 7 Snapchat advertising revenue for 2022.<sup>147</sup>

8 150. Snap specifically markets Snapchat to children ages 13–17 because they are a key  
 9 demographic for Snap’s advertising business. Internal documents describe users between the  
 10 ages pf 13-34 as “critical” to Snap’s advertising success because of the common milestones  
 11 achieved within that age range.<sup>148</sup>

12 151. In addition to its marketing, Snap has targeted a younger audience by designing  
 13 Snapchat in a manner that older individuals find hard to use.<sup>149</sup> The effect of this design is that  
 14 Snapchat is a platform where its young users are insulated from older users, including their  
 15 teachers and their parents. Snap is well aware of this model, as Snap’s CEO boasts, “[w]e’ve  
 16 made it very hard for parents to embarrass their children[.]”<sup>150</sup>

17 152. Snap also designed Snapchat in a way that enables minor users to hide content from  
 18 their parents by ensuring that photos, videos, and chat messages quickly disappear. This design  
 19 further insulates children from adult oversight.

20  
 21 <sup>144</sup> October 2022 Investor Presentation at 5, Snap Inc. (Oct. 20, 2022), <https://investor.snap.com/events-and-presentations/presentations/default.aspx>.

22 <sup>145</sup> *Id.* at 6-7

23 <sup>146</sup> Sara Fischer, *A timeline of Snap’s advertising, from launch to IPO*, Axios (Feb. 3, 2017),  
<https://www.axios.com/2017/12/15/a-timeline-of-snaps-advertising-from-launch-to-ipo-1513300279>.

24 <sup>147</sup> Bhanvi Staija, *TikTok’s ad revenue to surpass Twitter and Snapchat combined in 2022*, Reuters (Apr. 11, 2022),  
<https://www.reuters.com/technology/tiktoks-ad-revenue-surpass-twitter-snapchat-combined-2022-report-2022-04-11/>.

25 <sup>148</sup> October 2022 Investor Presentation at 27, Snap Inc. (Oct. 20, 2022), <https://investor.snap.com/events-and-presentations/presentations/default.aspx>.

26 <sup>149</sup> See Hannah Kuchler & Tim Bradshaw, *Snapchat’s Youth Appeal Puts Pressure on Facebook*, Fin. Times (Aug.  
 27 21, 2017), <https://www.ft.com/content/07e4dc9e-86c4-11e7-bf50-e1c239b45787>.

28 <sup>150</sup> Max Chafkin & Sarah Frier, *How Snapchat Built a Business by Confusing Olds*, Bloomberg (Mar. 3, 2016),  
<https://www.bloomberg.com/features/2016-how-snapchat-built-a-business/>.

1 153. Moreover, Snap added as a feature the ability for users to create cartoon avatars  
 2 modeled after themselves.<sup>151</sup> By using an artform generally associated with and directed at  
 3 younger audiences, Snap further designed Snapchat to attract teenagers and younger children.

4 154. In 2013, Snap also marketed Snapchat *specifically* to kids under 13 through a  
 5 feature it named “SnapKidz.”<sup>152</sup> This feature—part of the Snapchat platform—allowed children  
 6 under 13 to take photos, draw on them, and save them locally on the device.<sup>153</sup> Kids could also  
 7 send these images to others or upload them to other social media sites.<sup>154</sup>

8 155. Although the SnapKidz feature was later discontinued and Snap claims to now  
 9 prohibit users under the age of 13, its executives have admitted that its age verification “is  
 10 effectively useless in stopping underage users from signing up to the Snapchat app.”<sup>155</sup> Snap’s  
 11 purported safeguards are nothing more than a façade.

12 156. Snap’s efforts to attract young users have been successful. Teenagers consistently  
 13 name Snapchat as a favorite social media platform. The latest figures show 13 percent of  
 14 children ages 8–12 used Snapchat in 2021,<sup>156</sup> and almost 60 percent of children ages 13–17 use  
 15 Snapchat.<sup>157</sup>

16 **b. Snap Intentionally Designs and Markets Exploitative Methods to**  
 17 **Increase the Time Users Spend on its Platform**

18 158. Snap promotes excessive use of its platform through design features and manipulative  
 19 algorithms intended to maximize users’ screen time.

20 <sup>151</sup> Kif Leswing, *Snapchat just introduced a feature it paid more than \$100 million for*, Bus. Insider (July 19,  
 21 2016), <https://www.businessinsider.com/snapchat-just-introduced-a-feature-it-paid-more-than-100-million-for-2016-7>.

22 <sup>152</sup> Larry Magid, *Snapchat Creates SnapKidz – A Sandbox for Kids Under 13*, Forbes (June 23, 2013),  
 23 <https://www.forbes.com/sites/larrymagid/2013/06/23/snapchat-creates-snapkidz-a-sandbox-for-kids-under-13/?sh=7c682a555e5a>.

24 <sup>153</sup> *Id.*

25 <sup>154</sup> *Id.*

26 <sup>155</sup> Isobel Asher Hamilton, *Snapchat admits its age verification safeguards are effectively useless*, Bus. Insider  
 27 Mar. 19, 2019), <https://www.businessinsider.com/snapchat-says-its-age-verification-safeguards-are-effectively-useless-2019-3>.

28 <sup>156</sup> Victoria Rideout et al., *Common Sense Census: Media use by tweens and teens*, 2021 at 5, Common Sense  
 Media (2022), [https://www.commonsensemedia.org/sites/default/files/research/report/8-18-census-integrated-report-final-web\\_0.pdf](https://www.commonsensemedia.org/sites/default/files/research/report/8-18-census-integrated-report-final-web_0.pdf).

<sup>157</sup> Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10, 2022),  
<https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/>.

1 159. Snap has implemented inherently and intentionally exploitive features into  
2 Snapchat, including “Snapstreaks,” (tracking and displaying how many consecutive days two  
3 users reply to each other) various trophies and reward systems, quickly disappearing messages,  
4 and filters. Snap designed these features, along with others, to maximize the amount of time  
5 users spend on its platform.

6 160. Snaps are intended to manipulate users by activating the rule of reciprocity.<sup>158</sup>  
7 Whenever a user gets a snap, they feel obligated to send a return snap. Snapchat tells users  
8 each time they receive a snap by pushing a notification to the recipient’s cellphone. These  
9 notifications are designed to motivate users to open Snapchat and view content, increasing the  
10 amount of time users spend on Snapchat. Further, because snaps disappear within ten seconds of  
11 being viewed, users feel compelled to reply immediately. This disappearing nature of snaps is a  
12 defining characteristic of Snapchat and intended keep users on the platform.

13 161. Snap also keeps users coming back to the Snapchat platform through the  
14 “Snapstreaks” feature.<sup>159</sup> A “streak” is a counter within Snapchat that tracks how many  
15 consecutive days two users have sent each other snaps. If a user fails to snap the other user  
16 within 24 hours, the streak ends. Snap adds extra urgency by putting an hourglass emoji next to a  
17 friend’s name if a Snapchat streak is about to end.<sup>160</sup> This design implements a system where a  
18 user must “check constantly or risk missing out.”<sup>161</sup> And this feature is particularly effective on  
19 teenage and minor users. “For teens in particular, streaks are a vital part of using the app, and of  
20 their social lives as a whole.”<sup>162</sup> Some children become so obsessed with maintaining a

21  
22 <sup>158</sup> Nir Eyal, *The Secret Psychology of Snapchat*, Nir & Far (Apr. 14, 2015),  
<https://www.nirandfar.com/psychology-of-snapchat/>.

23 <sup>159</sup> See Avery Hartmans, *These are the sneaky ways apps like Instagram, Facebook, Tinder lure you in and get you*  
24 *‘addicted’*, Bus. Insider (Feb. 17 2018), [https://www.businessinsider.com/how-app-developers-keep-us-addicted-](https://www.businessinsider.com/how-app-developers-keep-us-addicted-to-our-smartphones-2018-1#snapchat-uses-snapstreaks-to-keep-you-hooked-13)  
25 [to-our-smartphones-2018-1#snapchat-uses-snapstreaks-to-keep-you-hooked-13](https://www.businessinsider.com/how-app-developers-keep-us-addicted-to-our-smartphones-2018-1#snapchat-uses-snapstreaks-to-keep-you-hooked-13); see generally Virginia Smart &  
26 Tyana Grundig, ‘We’re designing minds’: Industry insider reveals secrets of addictive app trade, CBC (Nov. 3,  
2017), <https://www.cbc.ca/news/science/marketplace-phones-1.4384876>; Julian Morgans, *The Secret Ways Social*  
27 *Media is Built for Addiction*, Vice (May 17, 2017), [https://www.vice.com/en/article/vv5jkb/the-secret-ways-social-](https://www.vice.com/en/article/vv5jkb/the-secret-ways-social-media-is-built-for-addiction)  
28 [media-is-built-for-addiction](https://www.vice.com/en/article/vv5jkb/the-secret-ways-social-media-is-built-for-addiction).

<sup>160</sup> Lizette Chapman, *Inside the Mind of a Snapchat Streaker*, Bloomberg (Jan. 30, 2017),  
<https://www.bloomberg.com/news/features/2017-01-30/inside-the-mind-of-a-snapchat-streaker>.

<sup>161</sup> *Id.*

<sup>162</sup> Avery Hartmans, *These are the sneaky ways apps like Instagram, Facebook, Tinder lure you in and get you*

1 Snapstreak that they give their friends access to their accounts when they may be away from  
2 their phone for a day or more, such as on vacation.<sup>163</sup>

3 162. Snap also designed features that operate on IVR principles to maximize the time  
4 users are on its platform. The “rewards” come in the form of a user’s “Snapscore,” (increases  
5 with each snap a user sends and receives) and other signals of recognition similar to “likes” used  
6 in other platforms. The increase in Snapscore and other trophies and charms users can earn by  
7 using the app operate on variable reward patterns. Like Snapstreaks, these features are designed  
8 to incentivize sending snaps and increase the amount of time users spend on Snapchat.

9 163. Snap also designs photo and video filters and lenses, which are central to  
10 Snapchat’s function. Snap designed its filters and lenses in a way to further maximize the amount  
11 of time users spend on Snapchat. One way Snap uses its filters to hook minor users is by creating  
12 temporary filters that impose a sense of urgency to use them before they disappear. Another way  
13 Snap designed its filters to increase screen use is by gamification. Many filters include games,<sup>164</sup>  
14 creating competition between users by sending each other snaps with scores. Snap also tracks  
15 data on the most commonly used filters and develops new filters based on this data.<sup>165</sup> Snap  
16 personalizes filters to further entice individuals to use Snapchat more.<sup>166</sup> Snap designs and  
17 modifies these filters to maximize the amount of time users spend on Snapchat.

### 18 **c. Snapchat’s Algorithms Are Manipulative and Harmful**

19 164. Snap also uses complex algorithms to suggest friends to users and recommend  
20 content in order to keep users using Snapchat.

21  
22 <sup>163</sup> *‘addicted’*, Bus. Insider (Feb. 17 2018), <https://www.businessinsider.com/how-app-developers-keep-us-addicted-to-our-smartphones-2018-1#snapchat-uses-snapstreaks-to-keep-you-hooked-13>; see generally Cathy Becker,  
23 Experts warn parents how Snapchat can hook in teens with streaks, ABC News (July 27, 2017),  
<https://abcnews.go.com/Lifestyle/experts-warn-parents-snapchat-hook-teens-streaks/story?id=48778296>.

24 <sup>163</sup> Caroline Knorr, *How to resist technology addiction*, CNN (Nov. 9, 2017),  
<https://www.cnn.com/2017/11/09/health/science-of-tech-obsession-partner/index.html>; Jon Brooks, 7 Specific  
25 Tactics Social Media Companies Use to Keep You Hooked, KQED (June 9, 2017),  
<https://www.kqed.org/futureofyou/397018/7-specific-ways-social-media-companies-have-you-hooked>.

26 <sup>164</sup> Josh Constine, *Now Snapchat Has ‘Filter Games’*, TechCrunch (Dec. 23, 2016),  
<https://techcrunch.com/2016/12/23/snapchat-games/>.

27 <sup>165</sup> *How We Use Your Information*, Snap Inc., <https://snap.com/en-US/privacy/your-information> (last visited Dec.  
28 8, 2022).

<sup>166</sup> *Id.*

1           165.Snap notifies users based on an equation Snap uses to determine whether to suggest  
2 someone add someone else as a friend on Snapchat. This is known as “Quick Add.” By using an  
3 algorithm to suggest friends to users, Snapchat increases the odds users will add additional  
4 friends, send additional snaps, and increase use spending more time on Snapchat.

5           166. Snapchat also utilizes “Discover” and “Spotlight” features that use algorithms to  
6 suggest content to users. The Discover feature includes content from news and other media  
7 outlets.<sup>167</sup> A user’s Discover content is populated by an algorithm, and constantly changes  
8 depending on how a user interacts with the content.<sup>168</sup> Similarly, the Spotlight feature promotes  
9 popular videos from other Snapchat users, and is based on an algorithm that determines whether  
10 a user has positively or negatively engaged with similar content.<sup>169</sup> Snap programs its algorithms  
11 to push content to users that will keep them engaged on Snapchat and, thereby, increase the  
12 amount of time users spend on Snapchat, worsening their mental health.

13                   **d. Snap’s Conduct in Designing and Operating Its Platform Has Harmed  
14 Youth Mental Health**

15           167. The way in which Snap has designed and operated Snapchat has caused minors to  
16 suffer increased anxiety, depression, disordered eating, cyberbullying, and sleep deprivation.

17           168. Snap is aware Snapchat is harming children because, as alleged above, Snap  
18 intentionally designed Snapchat to maximize engagement by preying on the psychology of  
19 children through its use of algorithms and other features including Snapstreaks, various trophies  
20 and reward systems, quickly disappearing messages, filters, and games.

21           169.Snap reasonably should know that its conduct has negatively affected youth. Snap’s  
22 conduct has been the subject of inquiries by the United States Senate regarding Snapchat’s use  
23 “to promote bullying, worsen eating disorders, and help teenagers buy dangerous drugs or  
24

---

25 <sup>167</sup> Steven Tweedie, *How to Use Snapchat’s New ‘Discover’ Feature*, Bus. Insider (Jan. 27, 2015),  
<https://www.businessinsider.com/how-to-use-snapchat-discover-feature-2015-1>.

26 <sup>168</sup> How We Use Your Information, Snap Inc., <https://snap.com/en-US/privacy/your-information> (last visited Dec.  
27 8, 2022).

28 <sup>169</sup> Sara Fischer, *Snapchat launches Spotlight, a TikTok competitor*, Axios (Nov. 23, 2020),  
<https://www.axios.com/2020/11/23/snapchat-launches-spotlight-tiktok-competitor>; <https://snap.com/en-US/privacy/your-information>

1 engage in reckless behavior.”<sup>170</sup> Further, Senators from across the ideological spectrum have  
2 introduced bills that would ban many of the features Snapchat uses, including badges and other  
3 awards recognizing a user’s level of engagement with the platform.<sup>171</sup> Despite these calls for  
4 oversight from Congress, Snap has failed to limit or stop its use of streaks, badges, and other  
5 awards that recognize and promote users’ level of engagement with Snapchat.

6 170. Snap also knows or should know of Snapchat’s other negative effects on minors  
7 because of widely available published research findings. For instance, *the Journal of the*  
8 *American Medical Association* has recognized that Snapchat’s effect on how young people view  
9 themselves is so severe, that it named a new disorder, “Snapchat dysmorphia,” after the  
10 platform.<sup>172</sup> This disorder describes people, usually young women, seeking plastic surgery to  
11 make themselves look like the way they do through Snapchat filters.<sup>173</sup> The rationale underlying  
12 this disorder is that beauty filters on social media, like Snapchat, create a “sense of unattainable  
13 perfection” that is alienating and damaging to a person’s self-esteem.<sup>174</sup> One social psychologist  
14 summed the effect as “the pressure to present a certain filtered image on social media can  
15 certainly play into [depression and anxiety] for younger people who are just developing their  
16 identities.”<sup>175</sup>

17 171. Despite knowing Snapchat harms its young users, Snap continues to update and  
18 add features intentionally designed to maximize the amount of time users spend on Snapchat.  
19 Snap continues its harmful conduct because its advertising revenue relies on Snapchat’s users

---

21 <sup>170</sup> Bobby Allyn, *4 Takeaways from the Senate child safety hearing with YouTube, Snapchat and TikTok*, Nat’l Pub.  
22 Radio (Oct. 26, 2021), <https://www.npr.org/2021/10/26/1049267501/snapchat-tiktok-youtube-congress-child-safety-hearing>.

23 <sup>171</sup> See Abigail Clukey, *Lawmaker Aims To Curb Social Media Addiction With New Bill*, Nat’l Pub. Radio (Aug. 3,  
24 2019), <https://www.npr.org/2019/08/03/747086462/lawmaker-aims-to-curb-social-media-addiction-with-new-bill>;  
25 Social Media Addiction Reduction Technology Act, S. 2314, 116th Cong. (2019); Kids Internet Design and Safety  
26 Act, S. 2918, 117th Cong. (2021).

27 <sup>172</sup> *Snapchat Dysmorphia’: When People Get Plastic Surgery To Look Like A Social Media Filter*, WBUR (Aug  
28 29, 2018), <https://www.wbur.org/hereandnow/2018/08/29/snapchat-dysmorphia-plastic-surgery>.

<sup>173</sup> *Id.*

<sup>174</sup> Nathan Smith & Allie Yang, *What happens when lines blur between real and virtual beauty through filters*,  
ABC News (May 1, 2021), <https://abcnews.go.com/Technology/lines-blur-real-virtual-beauty-filters/story?id=77427989>

<sup>175</sup> *Id.*

1 consuming large volumes of content on its platform.

2 **3. TikTok Intentionally Marketed to and Designed Its Social Media Platform for**  
 3 **Minor Users and Has Substantially Contributed to the Youth Mental Health**  
 4 **Crisis**

5 **a. TikTok's Platform**

6 172. TikTok is a social media platform that describes itself as “the leading destination  
 7 for short-form mobile video.”<sup>176</sup> According to TikTok, it is primarily a platform where users  
 8 “create and watch short-form videos.”<sup>177</sup>

9 173. TikTok's predecessor, Musical.ly, launched in 2014 as a place where people  
 10 could create and share 15-second videos of themselves lip-syncing or dancing to their favorite  
 11 music.<sup>178</sup>

12 174. In 2017, ByteDance launched an international version of a similar platform that  
 13 also enabled users to create and share short lip-syncing videos that it called TikTok.<sup>179</sup>

14 175. That same year, ByteDance acquired Musical.ly to leverage its young user base in  
 15 the United States, of almost 60 million monthly active users.<sup>180</sup>

16 176. Months later, the apps were merged under the TikTok brand.<sup>181</sup>

17 177. Since then, TikTok has expanded the length of time for videos from 15-seconds to  
 18 up to 10 minutes;<sup>182</sup> created a fund that was expected to grow to over \$1 billion within three

19 <sup>176</sup> About: Our Mission, TikTok, <https://www.tiktok.com/about> (last visited Dec. 8, 2022).

20 <sup>177</sup> *Protecting Kids Online: Snapchat, TikTok, and YouTube: Hearing Before the Subcomm. On Consumer*  
 21 *Protection, Product Safety, and Data Security*, 117 Cong. (2021) (statement of Michael Beckerman, VP and Head  
 22 of Public Policy, Americas, TikTok).

23 <sup>178</sup> Biz Carson, *How a failed education startup turned into Musical.ly, the most popular app you've probably never*  
 24 *heard of*, Bus. Insider (May, 28, 2016), <https://www.businessinsider.com/what-is-musically-2016-5>.

25 <sup>179</sup> Paresh Dave, *China's ByteDance scrubs Musical.ly brand in favor of TikTok*, Reuters (Aug. 1, 2018),  
 26 <https://www.reuters.com/article/us-bytedance-musically/chinas-bytedance-scrubs-musical-ly-brand-in-favor-of-tiktok-idUSKBN1KN0BW>.

27 <sup>180</sup> Liza Lin & Rolfe Winkler, *Social-Media App Musical.ly Is Acquired for as Much as \$1 Billion; With 60 million*  
 28 *monthly users, startup sells to Chinese maker of news app Toutiao*, Wall St. J. (Nov. 10, 2017),  
<https://www.wsj.com/articles/lip-syncing-app-musical-ly-is-acquired-for-as-much-as-1-billion-1510278123>.

<sup>181</sup> Paresh Dave, *China's ByteDance scrubs Musical.ly brand in favor of TikTok*, Reuters (Aug. 1, 2018),  
<https://www.reuters.com/article/us-bytedance-musically/chinas-bytedance-scrubs-musical-ly-brand-in-favor-of-tiktok-idUSKBN1KN0BW>.

<sup>182</sup> Andrew Hutchinson, *TikTok Confirms that 10 Minute Video Uploads are Coming to All Users*,  
 SocialMediaToday (Feb. 28, 2022), <https://www.socialmediatoday.com/news/tiktok-confirms-that-10-minute-video-uploads-are-coming-to-all-users/619535/>.

1 years to incentivize users to create videos that even more people will watch;<sup>183</sup> and had users  
2 debut their own songs, share comedy skits,<sup>184</sup> and “challenge” others to perform an activity.<sup>185</sup>

3 178. TikTok marketed and designed its platform to enable endless scrolling.

4 179. “[O]ne of the defining features of the TikTok platform,” is its “For You” feed.<sup>186</sup>

5 There, users are served with an unending stream of videos TikTok curates for them based on  
6 complex, machine-learning algorithms intended to keep users on its platform. TikTok itself  
7 describes the feed as “central to the TikTok experience and where most of our users spend their  
8 time.”<sup>187</sup> *The New York Times* described it like this:

9 It’s an algorithmic feed based on videos you’ve interacted with, or  
10 even just watched. It never runs out of material. It is not, unless you  
11 train it to be, full of people you know, or things you’ve explicitly told  
12 it you want to see. It’s full of things that you seem to have  
13 demonstrated you want to watch, no matter what you actually say you  
14 want to watch.<sup>188</sup>

15 180. The “For You” feed has quickly garnered TikTok hundreds of millions of users.  
16 Since 2018, TikTok has grown from 271 million global users to more than 1 billion global  
17 Monthly users as of September 2021.<sup>189</sup>

#### 18 **b. TikTok Markets Its Platform to Minors**

19  
20  
21 <sup>183</sup> Vanessa Pappas, *Introducing the \$200M TikTok Creator Fund, TikTok* (July 29, 2021),  
22 <https://newsroom.tiktok.com/en-us/introducing-the-200-million-tiktok-creator-fund>.

23 <sup>184</sup> Joseph Steinberg, *Meet Musical.ly, the Video Social Network Quickly Capturing the Tween and Teen Markets*,  
24 Inc. (June 2, 2016), [https://www.inc.com/joseph-steinberg/meet-musically-the-video-social-network-quickly-](https://www.inc.com/joseph-steinberg/meet-musically-the-video-social-network-quickly-capturing-the-tween-and-teen-m.html)  
25 [capturing-the-tween-and-teen-m.html](https://www.inc.com/joseph-steinberg/meet-musically-the-video-social-network-quickly-capturing-the-tween-and-teen-m.html).

26 <sup>185</sup> John Herrman, *How TikTok is Rewriting the World*, N.Y. Times (Mar. 10, 2019),  
27 <https://www.nytimes.com/2019/03/10/style/what-is-tik-tok.html>.

28 <sup>186</sup> *How TikTok recommends videos #ForYou*, TikTok (June 18, 2020), [https://newsroom.tiktok.com/en-us/how-](https://newsroom.tiktok.com/en-us/how-tiktok-recommends-videos-for-you)  
29 [tiktok-recommends-videos-for-you](https://newsroom.tiktok.com/en-us/how-tiktok-recommends-videos-for-you).

<sup>187</sup> *Id.*

<sup>188</sup> John Herrman, *How TikTok is Rewriting the World*, N.Y. Times (Mar. 10, 2019),  
30 <https://www.nytimes.com/2019/03/10/style/what-is-tik-tok.html>.

<sup>189</sup> Jessica Bursztynsky, *TikTok says 1 billion people use the app each month*, CNBC (Sept. 27, 2021),  
31 <https://www.cnn.com/2021/09/27/tiktok-reaches-1-billion-monthly-users.html>.

1 181. TikTok has built its business plan around advertising revenue, which has flourished.  
2 In 2022, TikTok is projected to receive \$11 billion in advertising revenue, over half of which is  
3 expected to come from the United States.<sup>190</sup>

4 182. TikTok, since its beginning as Musical.ly, has been designed and developed with  
5 Minors in mind.

6 183. Alex Zhu and Louis Yang, the co-founders of Musical.ly, raised \$250,000 to  
7 build an app that experts could use to create short, three- to five-minute videos explaining a  
8 subject.<sup>191</sup> The day they released the app, Zhu said they knew “[i]t was doomed to be a failure,”  
9 because “[i]t wasn’t entertaining, and it didn’t attract teens.”<sup>192</sup>

10 184. According to Zhu, he stumbled upon the idea that would come to be TikTok while  
11 observing teens on a train, half of whom were listening to music while the other half took selfies  
12 or videos and shared the results with friends.<sup>193</sup> “That’s when Zhu realized he could combine  
13 music, videos, and a social network to attract the early-teen demographic.”<sup>194</sup>

14 185. Zhu and Yang thereafter developed the short-form video app that is now known  
15 as TikTok.

16 186. TikTok was marketed to minors in its design and content. For example, the Federal  
17 Trade Commission (“FTC”) alleged that the app initially centered around a child-oriented  
18 activity (i.e., lip syncing); featured music by celebrities that then appealed primarily to teens and  
19 tweens, such as Selena Gomez and Ariana Grande; labelled folders with names meant to appeal  
20 to youth, such as “Disney” and “school”; included songs in such folders related to Disney  
21 television shows and movies, such as “Can You Feel the Love Tonight” from the movie “The  
22  
23

---

24 <sup>190</sup> Bhanvi Staija, *TikTok’s ad revenue to surpass Twitter and Snapchat combined in 2022*, Reuters (Apr. 11, 2022),  
25 <https://www.reuters.com/technology/tiktoks-ad-revenue-surpass-twitter-snapchat-combined-2022-report-2022-04-11/>.

26 <sup>191</sup> Biz Carson, *How a failed education startup turned into Musical.ly, the most popular app you’ve probably never heard of*, Bus. Insider (May 28, 2016), <https://www.businessinsider.com/what-is-musically-2016-5>.

27 <sup>192</sup> *Id.*

28 <sup>193</sup> *Id.*

<sup>194</sup> *Id.*

1 Lion King” and “You’ve Got a Friend in Me” from the movie “Toy Story” and songs covering  
2 school-related subjects or school-themed television shows and movies.<sup>195</sup>

3 187. The target demographic was also reflected in the sign-up process. In 2016, the  
4 birthdate for those signing up for the app defaulted to the year 2000 (i.e., 16 years old).<sup>196</sup>

5 188. TikTok also cultivated a younger demographic in unmistakable, covert, ways. In  
6 2020, *The Intercept* reported on a document TikTok prepared for its moderators instructing the  
7 moderators that videos of “senior people with too many wrinkles” are disqualified for the “For  
8 You” feed because that would make “the video . . . much less attractive [and] not worth[] . . .  
9 recommend[ing.]”<sup>197</sup>

10 189. In December 2016, Zhu confirmed the company had actual knowledge that “a lot  
11 of the top users are under 13.”<sup>198</sup>

12 190. The FTC alleged that despite the company’s knowledge of these and a  
13 “significant percentage” of other users who were under 13, the company failed to comply with  
14 the COPPA.<sup>199</sup>

15 191. TikTok settled those claims in 2019 by agreeing to pay what was then the largest  
16 ever civil penalty under COPPA and to several forms of injunctive relief.<sup>200</sup>

17 192. In an attempt to come into compliance with the consent decree and COPPA,  
18 TikTok made available to users under 13 what it describes as a “limited, separate app  
19 experience.”<sup>201</sup> The child version of TikTok restricts users from posting videos through the app.

---

21 <sup>195</sup> Complaint for Civil Penalties, Permanent Injunction, and Other Equitable Relief (“Musical.ly Complaint”) at p.  
22 8, ¶¶ 26–27, *United States v. Musical.ly*, 2:19-cv-01439-ODW-RAO (C.D. Cal. Feb. 27, 2019) Dkt. # 1.

23 <sup>196</sup> Melia Robinson, *How to use Musical.ly, the app with 150 million users that teens are obsessed with*, Bus.  
24 Insider (Dec. 7, 2016), <https://www.businessinsider.com/how-to-use-musically-app-2016-12>.

25 <sup>197</sup> Sam Biddle et al., *Invisible Censorship: TikTok Told Moderators to Suppress Posts by “Ugly” People and the  
26 Poor to Attract New Users*, *Intercept* (Mar. 15, 2020), [https://theintercept.com/2020/03/16/tiktok-app-moderators-  
27 users-discrimination/](https://theintercept.com/2020/03/16/tiktok-app-moderators-users-discrimination/)

28 <sup>198</sup> Jon Russell, *Muscal.ly defends its handling of young users, as it races past 40M MAUs* at 8:58–11:12,  
TechCrunch (Dec. 6, 2016), <https://techcrunch.com/2016/12/06/musically-techcrunch-disrupt-london/>.

<sup>199</sup> See generally *Musical.ly Complaint*, ¶19.

<sup>200</sup> Lesley Fair, *Largest FTC COPPA settlement requires Musical.ly to change its tune*, FTC (Feb. 27, 2019),  
[https://www.ftc.gov/business-guidance/blog/2019/02/largest-ftc-coppa-settlement-requires-musically-change-its-  
tune](https://www.ftc.gov/business-guidance/blog/2019/02/largest-ftc-coppa-settlement-requires-musically-change-its-tune).

<sup>201</sup> Dami Lee, *TikTok stops young users from uploading videos after FTC settlement*, *Verge* (Feb. 27, 2019),

1 Children can still, however, record and watch videos on TikTok.<sup>202</sup> For that reason, experts fear  
2 the app is “designed to fuel [children’s] interest in the grown-up version.”<sup>203</sup>

3 193. The aforementioned ways TikTok markets to and obtained a young user base  
4 are manifestations of Zhu’s views about the importance of user engagement to growing TikTok.  
5 Zhu explained the target demographic to *The New York Times*: “[T]eenage culture doesn’t exist”  
6 in China because “teens are super busy in school studying for tests, so they don’t have the time  
7 and luxury to play social media apps.”<sup>204</sup> By contrast, Zhu describes “[t]eenagers in the U.S. [as]  
8 a golden audience.”<sup>205</sup>

9 194. TikTok’s efforts to attract young users have been successful. That is why 67%  
10 percent of children ages 13–17 report having used TikTok, and 16% say they use it almost  
11 constantly.<sup>206</sup>

### 12 **c. TikTok Intentionally Maximises the Time Users Spend on its Platform**

13 195. TikTok developed and marketed features that exploit the brains of minors such as  
14 IVRs and reciprocity to maximize the time users spend on TikTok.

15 196. TikTok employs design elements and complex algorithms to simulate variable  
16 reward patterns in a flow-inducing stream of short-form videos intended to captivate its user’s  
17 attention for as long as possible.

18 196. TikTok drives habitual use of its platform using design elements that operate on  
19 principles of IVR. For example, TikTok designed its platform to allow users to like and reshare  
20 videos. Those features serve as rewards for users who create content on the platform. Receiving  
21 a like or reshare indicates that others approve of that user’s content and satisfies their natural

---

22 <https://www.theverge.com/2019/2/27/18243510/tiktok-age-young-user-videos-ftc-settlement-13-childrens-privacy-law>

23 <sup>202</sup> *Id.*

24 <sup>203</sup> Leonard Sax, *Is TikTok Dangerous for Teens?*, Inst. Fam. Stud. (Mar. 29, 2022), <https://ifstudies.org/blog/is-tiktok-dangerous-for-teens->

25 <sup>204</sup> Paul Mozur, *Chinese Tech Firms Forced to Choose Market: Home or Everywhere Else*, N.Y. Times (Aug. 9,  
26 2016), <https://www.nytimes.com/2016/08/10/technology/china-homegrown-internet-companies-rest-of-the-world.html>.

27 <sup>205</sup> *Id.*

28 <sup>206</sup> Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10, 2022)  
<https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/>

1 desire for acceptance.<sup>207</sup> Studies have shown that “likes” activate the reward region of the  
 2 brain.<sup>208</sup> The release of dopamine in response to likes creates a positive feedback loop.<sup>209</sup> Users  
 3 will repeatedly return to TikTok in hope of another pleasurable experience.<sup>210</sup>

4 197. TikTok also uses reciprocity to manipulate users to use the platform. TikTok  
 5 invokes reciprocity through features like “Duet” which allows users to post a video  
 6 side-by-side with a video from another TikTok user. Duet functions as a way for users to post  
 7 reactions to the videos of TikTok content creators. The response is intended to provoke a  
 8 reciprocal response from the creator of the original video.

9 198. TikTok offers video filters, lenses, and music, which are intended to keep users on its  
 10 platform. TikTok has gamified its platform through “challenges.” These challenges are  
 11 essentially campaigns in which users compete to perform a specific task. By fostering  
 12 competition, TikTok incentivizes users to use its platform more frequently.

13 199. TikTok’s defining feature, the “For You” feed, is a curated, endless stream  
 14 of short-form videos intended to keep users on its platform, longer. In that way, TikTok feeds  
 15 users beyond the point they are satiated. The ability to scroll ad infinitum, coupled with the  
 16 variable reward pattern of TikTok induces a flow-like state for users that distorts their sense of  
 17 time.<sup>211</sup> The “For You” feed is yet another way TikTok increases the time users spend on its  
 18 platform.

#### 19 **d. TikTok’s Algorithms are Manipulative**

20 200. The first thing a user sees when they open TikTok is the “For You” feed, even if  
 21

---

22  
 23 <sup>207</sup> See, e.g., Lauren E. Sherman et al., *The Power of the Like in Adolescence: Effects of Peer Influence on Neural*  
 24 *and Behavioral Responses to Social Media*, 27(7) *Psych. Sci.* 1027–35 (July 2016),  
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5387999/>.

25 <sup>208</sup> *Id.*

26 <sup>209</sup> Rasan Burhan & Jalal Moradzadeh, *Neurotransmitter Dopamine (DA) and its Role in the Development of Social*  
 27 *Media Addiction*, 11(7) *J. Neurology & Neurophysiology* 507 (2020), [https://www.iomcworld.org/open-](https://www.iomcworld.org/open-access/neurotransmitter-dopamine-da-and-its-role-in-the-development-of-social-media-addiction.pdf)  
 28 [access/neurotransmitter-dopamine-da-and-its-role-in-the-development-of-social-media-addiction.pdf](https://www.iomcworld.org/open-access/neurotransmitter-dopamine-da-and-its-role-in-the-development-of-social-media-addiction.pdf).

<sup>210</sup> *Id.*

<sup>211</sup> Christian Montag et al., *Addictive Features of Social Media/Messenger Platforms and Freemium Games against*  
 the *Background of Psychological and Economic Theories*, 16(14) *Int’l J. Env’t Rsch. & Pub. Health* 2612 (July 23,  
 2019), <https://doi.org/10.3390/ijerph16142612>.

1 they have never posted anything, followed anyone, or liked a video.<sup>212</sup>

2 202. The “For You” page presents users with a “stream of videos” TikTok claims are  
3 “curated to [each user’s] interests.”<sup>213</sup>

4 203. According to TikTok, it populates each user’s “For You” feed by “ranking videos  
5 based on a combination of factors,” that include, among others, any interests expressed when a  
6 user registers a new account, videos a user likes, accounts they follow, hashtags, captions,  
7 sounds in a video they watch, and certain device settings, such as their language preferences and  
8 where they are located.<sup>214</sup>

9 204. Importantly, some factors weigh heavier than others. To illustrate, TikTok explains  
10 that an indicator of interest, such as “whether a user finishes watching a longer video from  
11 beginning to end, would receive greater weight than a weak indicator, such as whether the  
12 video’s viewer and creator are both in the same country.”<sup>215</sup>

13 205. TikTok claims it ranks videos in this way because the length of time a user spends  
14 watching a video is a “strong indicator of interest[.]”<sup>216</sup>

15 206. Zhu offered a different explanation. Zhu repeatedly told interviewers that he  
16 was “focused primarily on increasing the engagement of existing users.”<sup>217</sup> “Even if you have  
17 tens of millions of users,” Zhu explained, “you have to keep them *always* engaged.”<sup>218</sup>

18 207. The decisions TikTok made in programming/creating its algorithms are intended to  
19 do just that, as TikTok candidly explained in an internal document titled, “TikTok Algo 101.”  
20 The document, which TikTok has confirmed is authentic, “explains frankly that in the pursuit of

21  
22 <sup>212</sup> Brian Feldman, *TikTok is Not the Internet’s Eden*, N.Y. Mag. (Mar. 16, 2020),  
<https://nymag.com/intelligencer/2020/03/tiktok-didnt-want-you-to-see-ugly-or-poor-people-on-its-app.html>.

23 <sup>213</sup> *How TikTok recommends videos #ForYou*, TikTok (June 18, 2020), <https://newsroom.tiktok.com/en-us/how-tiktok-recommends-videos-for-you>.

24 <sup>214</sup> *Id.*

25 <sup>215</sup> *Id.*

26 <sup>216</sup> *Id.*

27 <sup>217</sup> Joseph Steinberg, *Meet Musical.ly, the Video Social Network Quickly Capturing the Tween and Teen Markets*,  
Inc. (June 2, 2016), <https://www.inc.com/joseph-steinberg/meet-musically-the-video-social-network-quickly-capturing-the-tween-and-teen-m.html>.

28 <sup>218</sup> Biz Carson, *How a failed education startup turned into Musical.ly, the most popular app you’ve probably never heard of*, Bus. Insider (May 28, 2016), <https://www.businessinsider.com/what-is-musically-2016-5> (emphasis added).

1 the company’s ‘ultimate goal’ of adding daily active users, it has chosen to optimize for two  
 2 closely related metrics in the stream of videos it serves: ‘retention’ — that is, whether a user  
 3 comes back and ‘time spent.’”<sup>219</sup>

4 208. “This system means that watch time is key.”<sup>220</sup> Guillaume Chaslot, founder of  
 5 Algo Transparency, who reviewed the document at the request of the New York Times,  
 6 explained that “rather than giving [people] what they really want,” TikTok’s “algorithm tries to  
 7 get people addicted[.]”<sup>221</sup>

8 209. The algorithm, along with the design elements, condition users through reward-based  
 9 learning processes to facilitate the formation of habit loops that encourage excessive use.

10 210. The end result is that TikTok uses “a machine-learning system that analyzes each  
 11 video and tracks user behavior so that it can serve up a continually refined, never-ending stream  
 12 of TikToks optimized to hold [user’s] attention.”<sup>222</sup>

13 **e. TikTok’s Conduct in Designing and Operating its Platform Has Harmed The  
 14 Mental Health of Minors**

15 211. TikTok’s decision to design, market and program its algorithm to prioritize user  
 16 engagement causes harmful and exploitive content to be amplified to the youth market it has  
 17 cultivated.

18 212. According to The Integrity Institute, a nonprofit of engineers, product managers,  
 19 data scientists, and others, prioritizing user engagement amplifies misinformation on TikTok  
 20 (and other platforms).<sup>223</sup> That pattern, the Integrity Institute notes, is “true for a broad range of  
 21 harms,” such as hate speech and self-harm content, in addition to misinformation.<sup>224</sup>

22 <sup>219</sup> Ben Smith, *How TikTok Reads Your Mind*, N.Y. Times (Dec. 5, 2021),  
<https://www.nytimes.com/2021/12/05/business/media/tiktok-algorithm.html>.

23 <sup>220</sup> *Id.*

24 <sup>221</sup> *Id.*

25 <sup>222</sup> Jia Tolentino, *How TikTok Holds Our Attention*, New Yorker (Sept. 30, 2019),  
<https://www.newyorker.com/magazine/2019/09/30/how-tiktok-holds-our-attention>.

26 <sup>223</sup> Misinformation Amplification Analysis and Tracking Dashboard, Integrity Inst. (Oct. 13, 2022),  
<https://integrityinstitute.org/our-ideas/hear-from-our-fellows/misinformation-amplification-tracking-dashboard>;  
 see also Steven Lee Myers, *How Social Media Amplifies Misinformation More Than Information*, N.Y. Times  
 (Oct. 13, 2022), <https://www.nytimes.com/2022/10/13/technology/misinformation-integrity-institute-report.html>.

27 <sup>224</sup> Misinformation Amplification Analysis and Tracking Dashboard, Integrity Inst. (Oct. 13, 2022),  
<https://integrityinstitute.org/our-ideas/hear-from-our-fellows/misinformation-amplification-tracking-dashboard>.

1           213. The Integrity Institute’s analysis builds on a premise Mark Zuckerberg  
2 (hereinafter “Zuckerberg”), the CEO of Facebook, described as the “Natural Engagement  
3 Pattern.”<sup>225</sup>

4           214. According to Zuckerberg “no matter where we draw the lines for what is allowed,  
5 as a piece of content gets close to that line, people will engage with it more on average[.]”<sup>226</sup>

6           215. This has important implications for platform design, as the Integrity Institute  
7 explains:

8                   when platforms use machine learning models to predict user engagement on  
9                   content, we should expect the predicted engagement to follow the actual  
10                  engagement. When those predictions are used to rank and recommend  
11                  content, specifically when a higher predicted engagement score means the  
12                  content is more likely to be recommended or placed at the top of feeds, then  
13                  we expect that misinformation will be preferentially distributed and  
14                  amplified on the platform.<sup>227</sup>

15           216. Put differently, if you use past engagement to predict future engagement, as  
16 TikTok does, you are most likely to populate users “For You” feed with harmful content.

17           217. The Integrity Institute tested its theory by analyzing a category of harmful  
18 content: misinformation. Specifically, the Integrity Institute compared the amount of engagement  
19 (e.g., number of views) a post containing misinformation received as compared to prior posts  
20 from the same content creator.<sup>228</sup>

21           218. For example, a TikTok user’s historical posts received on average 75,000 views.  
22 When that same user posted a false statement (as determined by the International Fact Checking  
23 Network), the post received 775,000 views. In this case, TikTok amplified the misinformation 10  
24 times more than this user’s typical content.<sup>229</sup>

25           219. After analyzing many other posts from other users, the Integrity Institute found

---

26 <sup>225</sup> Mark Zuckerberg, A Blueprint for Content Governance and Enforcement, Facebook (May 5, 2021),  
27 <https://www.facebook.com/notes/751449002072082/>.

28 <sup>226</sup> *Id.*

<sup>227</sup> *Misinformation Amplification Analysis and Tracking Dashboard*, Integrity Inst. (Oct. 13, 2022),  
<https://integrityinstitute.org/our-ideas/hear-from-our-fellows/misinformation-amplification-tracking-dashboard>.

<sup>228</sup> *Id.*

<sup>229</sup> *Id.*

1 that TikTok on average amplified misinformation 29 times more than other content.<sup>230</sup>

2 220. A separate investigation by NewsGuard found TikTok’s search algorithm  
3 similarly amplified misinformation. TikTok’s search engine, like its “For You” feed, is a favorite  
4 among youth, with 40 percent preferring it (and Instagram) over Google.<sup>231</sup> Unfortunately,  
5 NewsGuard found that 1 in 5 of the top 20 TikTok search results on prominent news topics, such  
6 as school shootings and COVID vaccines, contain misinformation.<sup>232</sup>

7 221. Misinformation is just one type of harmful content TikTok amplifies to its young  
8 users. Investigations by *The Wall Street Journal* found TikTok inundated young users with  
9 videos about depression, self-harm, drugs, and extreme diets, among other harmful content.

10 222. In one investigation, *The Wall Street Journal* found TikTok’s algorithm quickly  
11 pushed users down rabbit holes where they were more likely to encounter harmful content. *The*  
12 *Wall Street Journal* investigated how TikTok’s algorithm chose what content to promote to users  
13 by having 100 bots scroll through the “For You” feed.<sup>233</sup> Each bot was programmed with  
14 interests, such as extreme sports, forestry, dance, astrology, and animals.<sup>234</sup> Those interests were  
15 not disclosed in the process of registering their accounts.<sup>235</sup> Rather, the bots revealed their  
16 interests through their behaviors, specifically the time they spent watching the videos TikTok  
17 recommended to them. Consistent with TikTok’s internal “Algo 101” document, *The Wall Street*  
18 *Journal* found that time spent watching videos to be “the most impactful data on [what] TikTok  
19 serves you.”<sup>236</sup>

20 223. Over the course of 36 minutes, one bot watched 224 videos, lingering over videos  
21 with hashtags for “depression” or “sad.”<sup>237</sup> From then on, 93 percent of the videos TikTok

---

22 <sup>230</sup> *Id.*

23 <sup>231</sup> Wanda Pogue, *Move Over Google. TikTok is the Go-To Search Engine for Gen Z*, Adweek (Aug. 4, 2022),  
24 <https://www.adweek.com/social-marketing/move-over-google-tiktok-is-the-go-to-search-engine-for-gen-z/>.

25 <sup>232</sup> Jack Brewster et al., *Misinformation Monitor*, NewsGuard (Sept. 2022),

<https://www.newsguardtech.com/misinformation-monitor/september-2022/>.

26 <sup>233</sup> *Inside TikTok’s Algorithm: A WSJ Video Investigation*, Wall St. J. (July 21, 2021),

<https://www.wsj.com/articles/tiktok-algorithm-video-investigation-11626877477>.

27 <sup>234</sup> *Id.*

<sup>235</sup> *Id.*

<sup>236</sup> *Id.*

28 <sup>237</sup> *Id.*

1 showed this account were about depression or sadness.<sup>238</sup>

2 224. That is the rule, not an exception. Guillaume Chaslot, a former engineer for Google  
3 who worked on the algorithm for YouTube and the founder of Algo Transparency, explained that  
4 90–95 percent of the content users see on TikTok is based on its algorithm.<sup>239</sup>

5 225. “Even bots with general mainstream interests got pushed to the margin as  
6 recommendations got more personalized and narrow.”<sup>240</sup> Deep in these rabbit holes, *The Wall*  
7 *Street Journal* found “users are more likely to encounter potential harmful content.”<sup>241</sup> For  
8 example, one video *The Wall Street Journal* found encouraged suicide, urging the user to “Just  
9 go. Leave. Stop trying. Stop pretending. You know it and so do they. Do Everyone a favor and  
10 leave.”<sup>242</sup>

11 226. Chaslot explained why TikTok feeds users this content:

12 [T]he algorithm is able to find the piece of content that you’re vulnerable to. That will  
13 make you click, that will make you watch, but it doesn’t mean you really like it. And that  
14 it’s the content that you enjoy the most. It’s just the content that’s most likely to make you  
15 stay on the platform.<sup>243</sup>

16 228. An additional investigation by *The Wall Street Journal* using bots found “that  
17 through its powerful algorithms, TikTok can quickly drive minors—among the biggest users of  
18 the app—into endless spools of content about sex and drugs.”<sup>244</sup>

19 229. The bots in this investigation were registered as users aged 13 to 15 and, as  
20 before, programmed to demonstrate interest by how long they watched the videos TikTok’s  
21 algorithms served them.<sup>245</sup> Videos that did not match their interests, the bots scrolled through  
22

---

23 <sup>238</sup> *Id.*

24 <sup>239</sup> *Id.*

25 <sup>240</sup> *Id.*

26 <sup>241</sup> *Id.*

27 <sup>242</sup> *Id.*

28 <sup>243</sup> *Id.*

<sup>244</sup> Rob Barry et al., *How TikTok Serves up Sex and Drug Videos to Minors*, Wall St. J. (Sept. 8, 2021),  
[https://www.wsj.com/articles/tiktok-algorithm-sex-drugs-minors-11631052944?st=e92pu5734lvc7ta&reflink=desktopwebshare\\_permalink](https://www.wsj.com/articles/tiktok-algorithm-sex-drugs-minors-11631052944?st=e92pu5734lvc7ta&reflink=desktopwebshare_permalink).

<sup>245</sup> *Id.*

1 without pausing.<sup>246</sup> The bots lingered on videos that matched any of their programmed  
2 interests.<sup>247</sup>

3 230. Every second the bot hesitated or re-watched a video again proved key to what  
4 TikTok recommended to the accounts, which the Wall Street Journal found was used to “drive  
5 users of any age deep into rabbit holes of content[.]”<sup>248</sup>

6 231. For example, one bot was programmed to pause on videos referencing drugs, among  
7 other topics. The first day on the platform, the “account lingered on a video of a young woman  
8 walking through the woods with a caption” referencing “stoner girls.”<sup>249</sup> The following day the  
9 bot viewed a video of a “marijuana-themed cake.”<sup>250</sup> The “majority of the next thousand videos”  
10 TikTok directed at the teenage account “tout[ed] drugs and drug use, including marijuana,  
11 psychedelics and prescription medication.”<sup>251</sup>

12 232. TikTok similarly zeroed in on and narrowed the videos it showed accounts whether  
13 the bot was programmed to express interest in drugs, sexual imagery, or a multitude of interests.  
14 In the first couple of days, TikTok showed the bots a “high proportion of popular videos.”<sup>252</sup>  
15 “But after three days, TikTok began serving a high number of obscure videos.”<sup>253</sup>

16 233. For example, a bot registered as a 13-year-old was shown a series of popular  
17 videos upon signing up.<sup>254</sup> The bot, which was programmed to demonstrate interest in sexual text  
18 and imagery, also watched sexualized videos. Later, “[i]t experienced one of the most extreme  
19 rabbit holes among *The Wall Street Journal’s* accounts. Many videos described how to tie knots  
20 for sex, recover from violent sex acts and discussed fantasies about rape.”<sup>255</sup> At one point,  
21 “more than 90 percent of [one] account’s video feed was about bondage and sex.”<sup>256</sup>

---

22  
23 <sup>246</sup> *Id.*

24 <sup>247</sup> *Id.*

25 <sup>248</sup> *Id.*

26 <sup>249</sup> *Id.*

27 <sup>250</sup> *Id.*

28 <sup>251</sup> *Id.*

<sup>252</sup> *Id.*

<sup>253</sup> *Id.*

<sup>254</sup> *Id.*

<sup>255</sup> *Id.*

<sup>256</sup> *Id.*

1           234. At least 2,800 of the sexualized videos that were shown to *The Wall Street Journal's*  
 2 bots were labeled as being for adults only.<sup>257</sup> Yet, TikTok directed these videos to the minor  
 3 accounts because, as TikTok told the Wall Street Journal, it does not “differentiate  
 4 between videos it serves to adults and minors.”<sup>258</sup>

5           235. TikTok also directed a concentrated stream of videos at accounts programmed to  
 6 express interest in a variety of topics. One such account was programmed to linger over hundreds  
 7 of Japanese film and television cartoons. “In one streak of 150 videos, all but four” of the videos  
 8 TikTok directed at the account, “featured Japanese animation—many with sexual themes.”<sup>259</sup>

9           236. The relentless stream of content intended to keep users engaged “can be especially  
 10 problematic for young people,” because they may lack the capability to stop watching, says  
 11 David Anderson, a clinical psychologist at the nonprofit mental health care provider, The Child  
 12 Mind Institute.<sup>260</sup>

13           237. In a similar investigation, *The Wall Street Journal* found TikTok “flood[ed] teen  
 14 users with videos of rapid-weight-loss competitions and ways to purge food that health  
 15 professionals say contribute to a wave of eating-disorder cases spreading across the country.”<sup>261</sup>

16           238. In this investigation, *The Wall Street Journal* analyzed the tens of thousands of  
 17 videos TikTok recommended to a dozen bots registered as 13-year-olds. As before, the bots were  
 18 given interests. Bots scrolled quickly through videos that did not match their interests and  
 19 lingered on videos that did.<sup>262</sup> The accounts registered as 13-year-olds were programmed at  
 20 different times to display interests in weight loss, gambling, and alcohol.<sup>263</sup>

21           239. “TikTok’s algorithm quickly gave users the content they’ll watch, for as long  
 22

---

23 <sup>257</sup> *Id.*

24 <sup>258</sup> *Id.*

25 <sup>259</sup> *Id.*

26 <sup>260</sup> *Id.*

27 <sup>261</sup> Tawnell D. Hobbs et al., *The Corpse Bride Diet: How TikTok Inundates Teens with Eating-Disorder Videos*,  
 Wall St. J. (Dec. 17, 2021), <https://www.wsj.com/articles/how-tiktok-inundates-teens-with-eating-disorder-videos-11639754848> (some of the accounts performed searches or sent other, undisclosed signals indicating their preferences).

28 <sup>262</sup> *Id.*

<sup>263</sup> *Id.*

1 as they'll watch it.”<sup>264</sup> For example, TikTok streamed gambling videos to a bot registered to a  
 2 13-year-old after it first searched for and favorited several such videos.<sup>265</sup> When the bot began  
 3 demonstrating interest in weight loss videos, the algorithm adapted quickly.<sup>266</sup>

4 240. After the change in programming, weight-loss videos accounted for well over 40  
 5 percent of the content TikTok’s algorithm recommended to the user.<sup>267</sup>

6 241. The other accounts were also flooded with weight-loss videos. Over the course of  
 7 about 45 days, TikTok inundated the accounts with more than 32,000 such videos, “many  
 8 promoting fasting, offering tips for quickly burning belly fat and pushing weight-loss detox  
 9 programs and participation in extreme weight-loss competitions.”<sup>268</sup> Some encouraged purging,  
 10 eating less than 300 calories a day, consuming nothing but water some days, and other hazardous  
 11 diets.<sup>269</sup>

12 242. According to Alyssa Moukheiber, a treatment center dietitian, TikTok’s powerful  
 13 algorithm and the harmful streams of content it directs at young users can tip them into unhealthy  
 14 behaviors or trigger a relapse.<sup>270</sup>

15 243. Sadly, the TikTok algorithm had its intended effect for the several teenage girls  
 16 interviewed by *The Wall Street Journal* (and upon information and belief, many others), who  
 17 reported developing eating disorders or relapsing after being influenced by the extreme diet  
 18 videos TikTok promoted to them.<sup>271</sup>

19 244. Katie Bell, a co-founder of the Healthy Teen Project, “said the majority of her 17  
 20 teenage residential patients told her TikTok played a role in their eating disorders.”<sup>272</sup>

21 245. Others, like Stephanie Zerwas, an associate professor of psychiatry at the  
 22 University of North Carolina at Chapel Hill, could not recount how many of her young patients  
 23

---

24 <sup>264</sup> *Id.*

25 <sup>265</sup> *Id.*

26 <sup>266</sup> *Id.*

27 <sup>267</sup> *Id.*

28 <sup>268</sup> *Id.*

<sup>269</sup> *Id.*

<sup>270</sup> *Id.*

<sup>271</sup> *Id.*

<sup>272</sup> *Id.*

1 told her that “I’ve started falling down this rabbit hole, or I got really into this or that influencer  
2 on TikTok, and then it started to feel like eating-disorder behavior was normal, that everybody  
3 was doing that.”<sup>273</sup>

4 246. This trend extends nationwide. The National Association of Anorexia Nervosa  
5 and Associated Disorders has fielded 50 percent more calls to its hotline since the pandemic  
6 began, most of whom it says are from young people or parents on their behalf.<sup>274</sup>

7 247. Despite the ample evidence that TikTok’s design and operation of its platform  
8 harms the tens of millions of minors who use it, TikTok continues to manipulate them into  
9 returning to the platform again and again so that it may serve them ads in between the exploitive  
10 content it amplifies.

11 **4. YouTube Intentionally Marketed to and Designed Its Social Media**  
12 **Platform for Minor Users, Substantially Contributing to the Mental Health**  
13 **Crisis**

14 **a. The YouTube Platform**

15 248. YouTube is a platform where users can post, share, view, and comment on videos  
16 related to a vast range of topics. The platform became available publicly in December 2005, and  
17 was acquired by Google in 2006.

18 249. YouTube reports that today it has over 2 billion monthly logged-in users.<sup>275</sup> Even  
19 more people use YouTube each month because consumers do not have to register an account to  
20 view a video on YouTube. As a result, anyone can view most content on YouTube—regardless  
21 of age.

22 250. Users, whether logged in or not, watch billions of hours of videos every day.<sup>276</sup>

23 251. Users with accounts can post their own videos, comment on others, and since  
24 2010 express their approval of videos through “likes.”<sup>277</sup>

25 252. Beginning in 2008 and through today, YouTube has recommended videos to

26 <sup>273</sup> *Id.*

27 <sup>274</sup> *Id.*

28 <sup>275</sup> *YouTube for Press*, YouTube, <https://blog.youtube/press/> (last visited Dec. 8, 2022).

<sup>276</sup> *Id.*

<sup>277</sup> Josh Lowensohn, *YouTube’s big redesign goes live to everyone*, CNET (Mar. 31, 2010),  
<https://www.cnet.com/culture/youtubes-big-redesign-goes-live-to-everyone/>.

1 users.<sup>278</sup> Early on, the videos YouTube recommended to users were the most popular videos  
 2 across the platform.<sup>279</sup> YouTube admits “[n]ot a lot of people watched those videos[,]” at least  
 3 not based on its recommendation.<sup>280</sup>

4 253. Since then, YouTube has designed and refined its recommendation system using  
 5 machine learning algorithms that today take into account a user’s “likes,” time spent watching a  
 6 video, and other behaviors to tailor its recommendations to each user.<sup>281</sup>

7 254. YouTube automatically plays those recommendations for a user after they finish  
 8 watching a video. This feature, known as “autoplay,” was implemented in 2015. YouTube turns  
 9 the feature on by default, which means videos automatically and continuously play for users  
 10 unless they turn it off.<sup>282</sup>

11 255. YouTube purports to disable by default its autoplay feature for users aged 13–  
 12 17.<sup>283</sup> But, as mentioned above, YouTube does not require users to log in or even have an  
 13 account to watch videos. For them or anyone who does not self-report an age between 13 and 17,  
 14 YouTube defaults to automatically playing the videos its algorithm recommends to the user.

#### 15 **b. YouTube Markets Its Platform to Minors**

16 256. The primary way YouTube profits is through advertising. YouTube made \$19  
 17 billion in ad revenue in 2021 alone.<sup>284</sup>

18 257. “In 2012, YouTube concluded that the more people watched, the more ads it  
 19 could run[.]”<sup>285</sup> “So YouTube . . . set a company-wide objective to reach one billion hours of  
 20

21 <sup>278</sup> Cristos Goodrow, *On YouTube’s recommendation system*, YouTube (Sept. 15, 2021),  
 22 <https://blog.youtube/inside-youtube/on-youtubes-recommendation-system/>.

23 <sup>279</sup> *Id.*

24 <sup>280</sup> *Id.*

25 <sup>281</sup> *Id.*

26 <sup>282</sup> *Autoplay videos*, YouTube Help,

27 <https://support.google.com/youtube/answer/6327615?hl=en#:~:text=For%20users%20aged%2013%2D17,turned%20off%20Autoplay%20for%20you> (last visited Dec. 8, 2022).

28 <sup>283</sup> *Id.*

<sup>284</sup> Alphabet Inc., Annual Report, Form 10-k at 60 (2021),

<https://www.sec.gov/ix?doc=/Archives/edgar/data/1652044/000165204422000019/goog-20211231.htm>.

<sup>285</sup> Mark Bergen, *YouTube Executive Ignores Warnings, Letting Toxic Videos Run Rampant*, Bloomberg (Apr. 2, 2019), <https://www.bloomberg.com/news/features/2019-04-02/youtube-executives-ignored-warnings-letting-toxic-videos-run-rampant?leadSource=verify%20wall>.

1 viewing a day[.]”<sup>286</sup>

2 258. “[T]he best way to keep eyes on the site,” YouTube realized, was “recommending  
3 videos, alongside a clip or after one was finished.”<sup>287</sup> That is what led to the development of its  
4 recommendation algorithm and autoplay feature.

5 259. YouTube has long known minors use its platforms in greater proportion than older  
6 demographics.

7 260. Still, YouTube has not implemented even rudimentary protocols to verify the age  
8 of users. Anyone can watch a video on YouTube without registering an account or reporting their  
9 age.

10 261. Instead, YouTube leveraged its popularity among youth to increase its revenue  
11 from advertisements by marketing its platform to popular brands of children’s products. For  
12 example, Google pitched Mattel, the maker of Barbie and other popular kids’ toys, by telling its  
13 executives that “YouTube is today’s leader in reaching children age 6–11 against top TV  
14 channels.”<sup>288</sup> When presenting to Hasbro, the maker of Play-Doh, My Little Pony, and other  
15 kids’ toys, Google boasted that “YouTube was unanimously voted as the favorite website for  
16 kids 2-12,” and that “93% of tweens visit YouTube to watch videos.”<sup>289</sup> In a different  
17 presentation to Hasbro, YouTube was referenced as “[t]he new ‘Saturday Morning Cartoons,’”  
18 and claimed that YouTube was the “#1 website regularly visited by kids” and “the #1 source  
19 where children discover new toys + games.”<sup>290</sup>

20 262. In addition to turning a blind eye towards underage users of its platform,  
21 YouTube developed and marketed a version of YouTube specifically for children under the age  
22 of 13.

---

25 <sup>286</sup> *Id.*

26 <sup>287</sup> *Id.*

27 <sup>288</sup> Complaint for Permanent Injunction, Civil Penalties, and Other Equitable Relief, Exhibit A, *FTC v. Google LLC et al.*, No. 1-19-cv-02642-BAH (D.D.C. Sept. 4, 2019), Dkt. # 1-1.

28 <sup>289</sup> *Id.*

<sup>290</sup> *Id.*

1 263. YouTube’s efforts to attract young users have been successful. A vast majority, 95  
2 percent, of children ages 13–17 have used YouTube.<sup>291</sup>

3 **c. YouTube Intentionally Maximizes the Time Users Spend on its Platform**

4 264. Google designed YouTube to maximize user engagement, predominantly through  
5 the amount of time users spend watching videos on the platform. To that end, Google employs  
6 design elements and complex algorithms to create a never-ending stream of videos intended to  
7 grip user’s attention.

8 265. Like the other Defendants’ social media platforms, Google developed features  
9 that exploit psychological phenomenon such as IVR to maximize the time users spend on  
10 YouTube.

11 266. YouTube uses design elements that operate on principles of IVR to drive both  
12 YouTube content creators and YouTube viewers into habitual, excessive use. Google designed  
13 YouTube to allow users to like, comment, and share videos and to subscribe to content creator’s  
14 channels. These features serve as rewards for users who create and upload videos to YouTube.  
15 As described above, receiving a like indicates others’ approval and activates the reward region of  
16 the brain.<sup>292</sup> The use of likes, therefore, encourages users to use YouTube over and over, seeking  
17 future pleasurable experiences.

18 267. YouTube also uses IVR to encourage users to view others content. One of the  
19 ways Google employs IVR into YouTube’s design is through subscriber push notifications and  
20 emails, which are designed to prompt users to watch YouTube content and encourages excessive  
21 use of the platform. When a user “subscribes” to another user’s channel, they receive  
22 notifications every time that user uploads new content, prompting them to open YouTube and  
23 watch the video.<sup>293</sup>

24 \_\_\_\_\_  
25 <sup>291</sup> *Id.*

26 <sup>292</sup> See, e.g., Lauren E. Sherman et al., The Power of the Like in Adolescence: Effects of Peer Influence on Neural  
and Behavioral Responses to Social Media, 27(7) Psych. Sci. 1027–35 (July 2016),  
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5387999/>.

27 <sup>293</sup> Manage YouTube Notifications, YouTube,  
28 <https://support.google.com/youtube/answer/3382248?hl=en&co=GENIE.Platform%3DDesktop> (last visited Dec.  
8, 2022).

1        268. One of YouTube’s defining features is its panel of recommended videos.  
2 YouTube recommends videos to users on both the YouTube home page and on every individual  
3 video page in an “Up Next” panel.<sup>294</sup> This list automatically populates next to the video a user is  
4 currently watching. This recommended video list is a never-ending feed of videos intended to  
5 keep users on the app watching videos without having to affirmatively click or search for other  
6 videos. This constant video stream, comprised of videos recommended by YouTube’s  
7 algorithms, is the primary way Google increases the time users spend on YouTube.

8                    **d. YouTube’s Algorithms are Harmful and Manipulative**

9        269. Google uses algorithms throughout YouTube to recommend videos to users.  
10 These algorithms select videos that populate the YouTube homepage, rank results in user  
11 searches, and suggest videos for viewers to watch next. These algorithms are manipulative by  
12 design and increase the amount of time users spend on YouTube.

13        270. Google began building the YouTube recommendation system in 2008.<sup>295</sup> When  
14 Google initially developed its recommendation algorithms, the end goal was to maximize the  
15 amount of time users spend watching YouTube videos. A YouTube spokesperson admitted as  
16 much, saying YouTube’s recommendation system was initially set up to “optimize” the amount  
17 of time users watch videos.<sup>296</sup>

18        271. Former YouTube engineer Guillaume Chaslot has also stated that when he worked  
19 for YouTube designing its recommendation algorithm, the priority was to keep viewers on the  
20  
21  
22  
23  
24

---

25 <sup>294</sup> Recommended Videos, YouTube, <https://www.youtube.com/howyoutubeworks/product-features/recommendations/> (last visited Dec. 8, 2022).

26 <sup>295</sup> Cristos Goodrow, On YouTube’s recommendation system, YouTube (Sept. 15, 2021),  
<https://blog.youtube/inside-youtube/on-youtubes-recommendation-system/>.

27 <sup>296</sup> Ben Popken, *As algorithms take over, YouTube’s recommendations highlight a human problem*, NBC (Apr. 19,  
28 2018), <https://www.nbcnews.com/tech/social-media/algorithms-take-over-youtube-s-recommendations-highlight-human-problem-n867596>.

1 site for as long as possible to maximize “watch time.”<sup>297</sup> Chaslot further stated that “[i]ncreasing  
2 users’ watch time is good for YouTube’s business model” because the more people watch  
3 videos, the more ads they see and YouTube’s advertising revenue increases.<sup>298</sup>

4 272. Early on, one of the primary metrics behind YouTube’s recommendation  
5 algorithm was clicks. As YouTube describes, “[c]licking on a video provides a strong indication  
6 that you will also find it satisfying.”<sup>299</sup> But as YouTube learned, clicking on a video does not  
7 mean a user actually watched it. Thus, in 2012, YouTube also started tracking watch time—the  
8 amount of time a user spends watching a video.<sup>300</sup> YouTube made this switch to keep people  
9 watching for as long as possible.<sup>301</sup> In YouTube’s own words, this switch was successful. “These  
10 changes have so far proved very positive -- primarily less clicking, more watching. We saw the  
11 amount of time viewers spend watching videos across the site increase immediately[.]”<sup>302</sup> And in  
12 2016, YouTube started measuring “valued watchtime” via user surveys to ensure that viewers are  
13 satisfied with their time spent watching videos on YouTube.<sup>303</sup> All of these changes to  
14 YouTube’s algorithms were made to ensure that users spend more time watching videos and ads.

15 273. YouTube’s current recommendation algorithm is based on deep-learning neural  
16 networks that retune its recommendations based on the data fed into it.<sup>304</sup> While this algorithm is  
17 incredibly complex, its process can be broken down into two general steps. First, the algorithm  
18

---

19 <sup>297</sup> William Turton, *How YouTube’s algorithm prioritizes conspiracy theories*, Vice (Mar. 5, 2018),  
20 <https://www.vice.com/en/article/d3w9ja/how-youtubes-algorithm-prioritizes-conspiracy-theories>.

21 <sup>298</sup> Jesselyn Cook & Sebastian Murdock, *YouTube is a Pedophile’s Paradise*, Huffington Post (Mar. 20, 2020),  
22 [https://www.huffpost.com/entry/youtube-pedophile-paradise\\_n\\_5e5d79d1c5b6732f50e6b4db](https://www.huffpost.com/entry/youtube-pedophile-paradise_n_5e5d79d1c5b6732f50e6b4db).

23 <sup>299</sup> Cristos Goodrow, *On YouTube’s Recommendation System*, YouTube (Sept. 15, 2021),  
24 <https://blog.youtube/inside-youtube/on-youtubes-recommendation-system/>.

25 <sup>300</sup> *Id.*

26 <sup>301</sup> Dave Davies, *How YouTube became one of the planet’s most influential media businesses*, NPR (Sept. 8, 2022),  
27 <https://www.npr.org/2022/09/08/1121703368/how-youtube-became-one-of-the-planets-most-influential-media-businesses>.

28 <sup>302</sup> Eric Meyerson, *YouTube Now: Why We Focus on Watch Time*, YouTube (Aug. 10, 2012),  
<https://blog.youtube/news-and-events/youtube-now-why-we-focus-on-watch-time/>.

<sup>303</sup> Cristos Goodrow, *On YouTube’s recommendation system*, YouTube (Sept. 15, 2021),  
<https://blog.youtube/inside-youtube/on-youtubes-recommendation-system/>.

<sup>304</sup> Alexis C. Madrigal, *How YouTube’s Algorithm Really Works*, Atl. (Nov. 8, 2018),  
<https://www.theatlantic.com/technology/archive/2018/11/how-youtubes-algorithm-really-works/575212/>; Paul  
Covington et al., *Deep Neural Networks for YouTube Recommendations*, Google (2016),  
<https://storage.googleapis.com/pub-tools-public-publication-data/pdf/45530.pdf>.

1 compiles a shortlist of several hundred videos by finding videos that match the topic and other  
2 features of the video a user is currently watching.<sup>305</sup> Then the algorithm ranks the list according  
3 to the user’s preferences, which the algorithm learns by tracking a user’s clicks, likes, and other  
4 interactions.<sup>306</sup> In short, the algorithms track and measure a user’s previous viewing habits and  
5 then finds and recommends other videos the algorithm thinks will hold the consumer’s attention.

6 274. YouTube’s recommendation system “is constantly evolving, learning every day  
7 from over 80 billion pieces of information.”<sup>307</sup> Some of the information the recommendation  
8 algorithm relies on to deliver recommended videos to users includes users’ watch and search  
9 history, channel subscriptions, clicks, watch time, survey responses, shares, likes, dislikes, users’  
10 location (country) and the time of day.<sup>308</sup>

11 275. The recommendation algorithm can determine what “signals” or factors are more  
12 important to individual users.<sup>309</sup> For example, if a user shares every video they watch, including  
13 videos the user gives a low rating, the algorithm learns not to heavily factor the user’s shares  
14 when recommending content.<sup>310</sup> Thus, the recommendation algorithm “develops dynamically” to  
15 individual user’s viewing habits and makes highly specific recommendations to keep individual  
16 users watching videos.<sup>311</sup>

17 276. In addition to the algorithm’s self-learning, Google engineers consistently update  
18 YouTube’s recommendation and ranking algorithms, making several updates every month,  
19 according to YouTube Chief Product Officer Neal Mohan.<sup>312</sup> The end goal is to increase the

---

20 <sup>305</sup> Karen Hao, *YouTube is experimenting with ways to make its algorithm even more addictive*, MIT Tech. Rev.  
21 (Sept. 27, 2019), <https://www.technologyreview.com/2019/09/27/132829/youtube-algorithm-gets-more-addictive/>;  
22 Paul Covington et al., *Deep Neural Networks for YouTube Recommendations*, Google (2016),  
<https://storage.googleapis.com/pub-tools-public-publication-data/pdf/45530.pdf>.

23 <sup>306</sup> *Id.*

24 <sup>307</sup> Cristos Goodrow, *On YouTube’s Recommendation System*, YouTube (Sept. 15, 2021),  
<https://blog.youtube/inside-youtube/on-youtubes-recommendation-system/>.

25 <sup>308</sup> *Recommended Videos*, YouTube, <https://www.youtube.com/howyoutubeworks/product-features/recommendations/#signals-used-to-recommend-content> (last visited Dec. 8, 2022).

26 <sup>309</sup> *Id.*

27 <sup>310</sup> *Id.*

28 <sup>311</sup> *Id.*

<sup>312</sup> Nilay Patel, *YouTube Chief Product Officer Neal Mohan on The Algorithm, Monetization, and the Future for Creators*, Verge (Aug. 3, 2021), <https://www.theverge.com/22606296/youtube-shorts-fund-neal-mohan-decoder-interview>.

1 amount of time users spend watching content on YouTube.

2 277. Because Google has designed and refined its algorithms to be manipulative, these  
3 algorithms are incredibly successful at getting users to view content based on the algorithm's  
4 recommendation. Mohan stated in 2018 that YouTube's AI-driven recommendations are  
5 responsible for 70 percent of the time users spend on YouTube.<sup>313</sup> In other words, 70 percent of  
6 all YouTube content that users watch was recommended to users by YouTube's algorithms as  
7 opposed to users purposely searching for and identifying the content they watch.

8 278. Mohan also stated that recommendations keep mobile device users watching  
9 YouTube for more than 60 minutes at a time on average.<sup>314</sup>

10 279. Given that people watch more than one billion hours of YouTube videos daily,<sup>315</sup>  
11 YouTube's recommendation algorithms are responsible for hundreds of millions of hours that  
12 users spend watching videos on YouTube.

13 **e. YouTube's Conduct in Designing and Operating its Platform Has  
14 Harmed the Mental Health of Minors**

15 280. By designing YouTube's algorithms to prioritize and maximize the amount of  
16 time users spend watching videos, Google has harmed the mental health of minors. In particular,  
17 YouTube has harmed the mental health of minors by recommending content to youth through its  
18 algorithms.

19 281. YouTube's algorithms push its young users down rabbit holes where they are  
20 likely to encounter content that is violent, sexual, or encourages self-harm, encourages eating  
21 disorders, among other types of harmful content.

22 282. Research by the Tech Transparency Project ("TTP") shows that YouTube Kids  
23 fed children content that involved drug culture, guns, and beauty and diet tips that could lead to  
24 harmful body image issues.<sup>316</sup> Among the videos TTP found were step-by-step instructions on

---

25 <sup>313</sup> Joan E. Solsman, YouTube's AI is the puppet master over most of what you watch, CNET (Jan. 20, 2018),  
<https://www.cnet.com/tech/services-and-software/youtube-ces-2018-neal-mohan/>.

26 <sup>314</sup> *Id.*

27 <sup>315</sup> Shira Ovide, The YouTube Rabbit Hole is Nuanced, N.Y. Times (Apr. 21, 2022),  
<https://www.nytimes.com/2022/04/21/technology/youtube-rabbit-hole.html>.

28 <sup>316</sup> Alex Hern, *YouTube Kids shows videos promoting drug culture and firearms to toddlers*, Guardian (May 5,  
2022), <https://www.theguardian.com/technology/2022/may/05/youtube-kids-shows-videos-promoting-drug->

1 how to conceal a gun, guides on how to bleach one’s face at home, and workout videos  
 2 emphasizing the importance of burning calories and telling kids to “[w]iggle your jiggle.”<sup>317</sup> This  
 3 research shows that YouTube Kids not only lets inappropriate content slip through its  
 4 algorithmic filters, but actively directed the content to kids through its recommendation engine.

5 283. Amanda Kloer, a campaign director with the child safety group ParentsTogether,  
 6 spent an hour on her child’s YouTube Kids profile and found videos “encouraging kids how to  
 7 make their shirts sexier, a video in which a little boy pranks a girl over her weight, and a video in  
 8 which an animated dog pulls objects out of an unconscious animated hippo’s butt.”<sup>318</sup> Another  
 9 parent recounted that YouTube Kids’ autoplay function led her 6-year-old daughter to an  
 10 animated video that encouraged suicide.<sup>319</sup>

11 284. Other youth are fed content by YouTube’s algorithms that encourages self-harm.  
 12 As reported by PBS Newshour, a middle-schooler named Olivia compulsively watched YouTube  
 13 videos every day after she came home from school.<sup>320</sup> Over time she became depressed and  
 14 started searching for videos on how to commit suicide. Similar videos then gave her the idea of  
 15 overdosing. Weeks later she was in the hospital after “downing a bottle of Tylenol.”<sup>321</sup>  
 16 Ultimately, she was admitted into rehab for digital addiction because of her compulsive  
 17 YouTube watching.<sup>322</sup>

18 285. According to the Pew Research Center, 46 percent of parents say their child has  
 19 encountered inappropriate videos on YouTube.<sup>323</sup> And children are not encountering these videos  
 20 on their own volition. Rather, they are being fed harmful and inappropriate videos through  
 21 culture-firearms-toddlers.

22 <sup>317</sup> *Guns, Drugs, and Skin Bleaching: YouTube Kids Poses Risks to Children*, Tech Transparency Project (May 5,  
 2022), <https://www.techtransparencyproject.org/articles/guns-drugs-and-skin-bleaching-youtube-kids-still-poses-risks-children>.

23 <sup>318</sup> Rebecca Heilweil, *YouTube’s kids app has a rabbit hole problem*, Vox (May 12, 2021),  
 24 <https://www.vox.com/recode/22412232/youtube-kids-autoplay>.

25 <sup>319</sup> *Id.*

26 <sup>320</sup> Lesley McClurg, *After compulsively watching YouTube, teenage girl lands in rehab for ‘digital addiction’*, PBS  
 (May 16, 2017), <https://www.pbs.org/newshour/health/compulsively-watching-youtube-teenage-girl-lands-rehab-digital-addiction>.

27 <sup>321</sup> *Id.*

28 <sup>322</sup> *Id.*

<sup>323</sup> Brooke Auxier et al., *Parenting Children in The Age of Screens*, Pew Rsch. Ctr. (July 28, 2020),  
<https://www.pewresearch.org/internet/2020/07/28/parental-views-about-youtube/>.

1 YouTube’s algorithms. Again, YouTube’s AI-driven recommendations are responsible for 70  
2 percent of the time users spend on YouTube.<sup>324</sup>

3 286. Other reports have also found that YouTube’s recommendation algorithm  
4 suggests a wide array of harmful content, including videos that feature misinformation, violence,  
5 and hate speech, along with other content that violates YouTube’s policies.<sup>325</sup> A 2021  
6 crowdsourced investigation from the Mozilla Foundation involving 37,000 YouTube users  
7 revealed that 71 percent of all reported negative user experiences came from videos  
8 recommended by YouTube to users.<sup>326</sup> And users were 40 percent more likely to report a  
9 negative experience with a video recommended by YouTube’s algorithm than with a video they  
10 searched for.<sup>327</sup>

11 287. The inappropriate and disturbing content YouTube’s algorithms expose children  
12 to have adverse effects on mental health. Mental health experts have warned that YouTube is a  
13 growing source of anxiety and inappropriate sexual behavior among kids under the age of 13.<sup>328</sup>

14 288. Further the harmful content YouTube’s algorithms expose children to harm brain  
15 development. “Children who repeatedly experience stressful and/or fearful emotions may under  
16 develop parts of their brain’s prefrontal cortex and frontal lobe, the parts of the brain responsible  
17 for executive functions, like making conscious choices and planning ahead,” according to  
18 “Donna Volpitta, Ed.D., founder of The Center for Resilient Leadership.”<sup>329</sup>

19 289. Even though much of the content YouTube’s algorithms feed to youth is harmful,  
20 it triggers chemical reactions that encourage youth to spend more time watching videos on  
21 YouTube. According to Dr. Volpita, watching “fear-inducing videos cause the brain to receive a  
22 small amount of dopamine,” which acts as a reward and creates a desire to do something over

23 <sup>324</sup> Joan E. Solsman, YouTube’s AI is the puppet master over most of what you watch, CNET (Jan. 20, 2018),  
24 <https://www.cnet.com/tech/services-and-software/youtube-ces-2018-neal-mohan/>.

25 <sup>325</sup> Brandy Zadrozny, YouTube’s recommendations still push harmful videos, crowdsourced study finds, NBC  
26 News (July 17, 2021), <https://www.nbcnews.com/tech/tech-news/youtubes-recommendations-still-push-harmful-videos-crowdsourced-study-rcna1355>.

27 <sup>326</sup> *Id.*

28 <sup>327</sup> *Id.*

<sup>328</sup> Josephine Bila, YouTube’s dark side could be affecting your child’s mental health, CNBC (Feb. 13, 2018),  
<https://www.cnbc.com/2018/02/13/youtube-is-causing-stress-and-sexualization-in-young-children.html>.

<sup>329</sup> *Id.*

1 and over.<sup>330</sup> This dopaminergic response is in addition to the reward stimulus YouTube provides  
2 users through IVR.

3 290. Mental health professionals across the country have seen an increase in children  
4 experiencing mental health issues because of YouTube. Natasha Daniels, a child psychotherapist  
5 in Arizona, has said she has seen a rise in cases of children suffering from anxiety because of  
6 videos they watched on YouTube.<sup>331</sup> Because of their anxiety, these children “exhibit loss of  
7 appetite, sleeplessness, crying fits, and fear.”<sup>332</sup>

8 291. In addition to causing anxiety, watching YouTube is also associated with  
9 insufficient sleep.<sup>333</sup> In one study on the effect of app use and sleep, YouTube was the only app  
10 consistently associated with negative sleep outcomes.<sup>334</sup> For every 15 minutes teens spent  
11 watching YouTube, they had a 24 percent greater chance of getting fewer than seven hours of  
12 sleep.<sup>335</sup> YouTube is particularly problematic on this front because of YouTube’s  
13 recommendation and autoplay feature make it “so easy to finish one video” and watch the next,  
14 said Dr. Alon Avidan, director of the UCLA Sleep Disorders Center.<sup>336</sup> In turn, insufficient sleep  
15 is associated with poor health outcomes.<sup>337</sup> Thus, YouTube exacerbates an array of youth mental  
16 health issues by contributing to sleep deprivation.

17 292. Despite the vast evidence that YouTube’s design and algorithms harms millions  
18 of youths, Google continues to manipulate them into staying on the platform and watching more  
19 and more videos so that it can increase its ad revenue.

## 20 **E. The Effect of Social Media Use on School Districts**

21 \_\_\_\_\_  
22 <sup>330</sup> *Id.*

23 <sup>331</sup> *Id.*

24 <sup>332</sup> *Id.*

25 <sup>333</sup> Meg Pillion et al., What’s ‘app’-ning to adolescent sleep? Links between device, app use, and sleep outcomes,  
26 100 *Sleep Med.* 174–82 (Dec. 2022),

27 <https://www.sciencedirect.com/science/article/abs/pii/S1389945722010991?via%3Dihub>.

28 <sup>334</sup> *Id.*

<sup>335</sup> *Id.*

<sup>336</sup> Cara Murez, One App is Especially Bad for Teens’ Sleep, *U.S. News* (Sept. 13, 2022),

<https://www.usnews.com/news/health-news/articles/2022-09-13/one-app-is-especially-bad-for-teens-sleep>.

<sup>337</sup> Jessica C. Levenson et al., The Association Between Social Media Use and Sleep Disturbance Among Young  
Adults, 85 *Preventive Med.* 36–41 (Apr. 2016),

<https://www.sciencedirect.com/science/article/abs/pii/S0091743516000025>.

1 293. School districts are uniquely harmed by the current youth mental health crisis.  
 2 This is because schools are one of the main providers for mental health services for school-aged  
 3 children.<sup>338</sup> Indeed, over 3.1 million children ages 12–17 received mental health services through  
 4 an education setting in 2020, more than any other non-specialty mental health service setting.<sup>339</sup>

5 294. Most schools offer mental health services to students. In the 2021–22 school year,  
 6 96 percent of public schools reported offering at least one type of mental health service to their  
 7 students.<sup>340</sup> But 88 percent of public schools did not strongly agree that they could effectively  
 8 provide mental health services to all students in need.<sup>341</sup> The most common barriers to providing  
 9 effective mental health services are (1) insufficient number of mental health professionals; (2)  
 10 inadequate access to licensed mental health professionals; and (3) inadequate funding.<sup>342</sup> Student  
 11 opinions also reflect that schools are unable to provide adequate mental health services. Less  
 12 than a quarter of students in grades 6–12 report accessing counseling or psychological services  
 13 when they are upset, stressed, or having a problem.<sup>343</sup> And of the students who access mental  
 14 health services, only 41 percent of middle schoolers and 36 percent of high schoolers are  
 15 satisfied with the services they receive.<sup>344</sup>

16 295. In part, schools are struggling to provide adequate mental health services because  
 17 of the increase in students seeking these services. More than two-thirds of public schools  
 18 reported an increase in the percent of students seeking mental health services from school since  
 19 the start of the pandemic.<sup>345</sup>

---

21 <sup>338</sup> National Survey on Drug Use and Health, SAMHSA (2019 & 1st & 4th Qs. 2020),  
 22 <https://www.samhsa.gov/data/report/2020-nsduh-detailed-tables>.

23 <sup>339</sup> *Id.*

24 <sup>340</sup> Roughly Half of Public Schools Report That They Can Effectively Provide Mental Health Services to All  
 25 Students In Need, Nat'l Ctr. Educ. Stat. (May 31, 2022),  
 26 [https://nces.ed.gov/whatsnew/press\\_releases/05\\_31\\_2022\\_2.asp](https://nces.ed.gov/whatsnew/press_releases/05_31_2022_2.asp).

27 <sup>341</sup> *Id.*

28 <sup>342</sup> *Id.*

<sup>343</sup> *Insights From the Student Experience, Part I: Emotional and Mental Health* at 2, YouthTruth (2022),  
[https://youthtruthsurvey.org/wp-content/uploads/2022/10/YouthTruth\\_EMH\\_102622.pdf](https://youthtruthsurvey.org/wp-content/uploads/2022/10/YouthTruth_EMH_102622.pdf).

<sup>344</sup> *Id.*

<sup>345</sup> Roughly Half of Public Schools Report That They Can Effectively Provide Mental Health Services to All  
 Students In Need, Nat'l Ctr. Educ. Stat. (May 31, 2022),  
[https://nces.ed.gov/whatsnew/press\\_releases/05\\_31\\_2022\\_2.asp](https://nces.ed.gov/whatsnew/press_releases/05_31_2022_2.asp).

1 296. During this same period, adolescents increased their social media use, also raising  
2 levels of excessive and problematic use of digital media.<sup>346</sup> And these higher rates of social  
3 media use are related to higher “ill-being.”<sup>347</sup> Thus, the increase in adolescent social media use  
4 during the pandemic has caused an increase in adolescents experiencing mental health problems.

5 297. That relationship is reflected in reports from public schools. Over 75 percent of  
6 public schools reported an increase in staff expressing concerns about student depression,  
7 anxiety, and other disturbances since the start of the pandemic.<sup>348</sup> Students receiving mental  
8 health services in educational settings predominately do so because they “[f]elt depressed,”  
9 “[t]hought about killing [themselves] or tried to” or “[f]elt very afraid and tense.”<sup>349</sup>

10 298. Anxiety disorders are also up, affecting 31.9 percent of adolescents between 13  
11 and 18 years old.<sup>350</sup> “Research shows that untreated teenagers with anxiety disorders are at  
12 higher risk to perform poorly in school, miss out on important social experiences, and engage in  
13 substance abuse.”<sup>351</sup>

14 299. Schools are struggling not only to provide students with mental health services  
15 but also to deliver an adequate education because of the youth mental health crisis. Students in  
16 grades 6–12 identify depression, stress, and anxiety as the most prevalent obstacles to  
17 learning.<sup>352</sup> Most middle school and high school students also fail to get enough sleep on school  
18 nights, which contributes to poor academic performance.<sup>353</sup> These negative mental health

---

19  
20 <sup>346</sup> Laura Marciano et al., *Digital Media Use and Adolescents' Mental Health During the Covid-19 Pandemic: A Systematic Review and Meta-Analysis*, *Frontiers Pub. Health* (Feb. 2022),  
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8848548/>.

21 <sup>347</sup> *Id.*

22 <sup>348</sup> Roughly Half of Public Schools Report That They Can Effectively Provide Mental Health Services to All Students In Need, *Nat'l Ctr. Educ. Stat.* (May 31, 2022),  
[https://nces.ed.gov/whatsnew/press\\_releases/05\\_31\\_2022\\_2.asp](https://nces.ed.gov/whatsnew/press_releases/05_31_2022_2.asp).

23 <sup>349</sup> Rachel N. Lipari et al., *Adolescent Mental Health Service Use and Reasons for Using Services in Specialty, Educational, and General Medical Settings*, SAMHSA (May 5, 2016),  
24 [https://www.samhsa.gov/data/sites/default/files/report\\_1973/ShortReport-1973.html#:~:text=The  
25 percent20Substance percent20Abuse percent20and percent20Mental,273 percent20DTALK percent20\(8255\)](https://www.samhsa.gov/data/sites/default/files/report_1973/ShortReport-1973.html#:~:text=The%20percent20Substance%20Abuse%20and%20Mental,273%20percent20DTALK%20(8255)).

26 <sup>350</sup> Anxiety Disorders: Facts and Statistics, Anxiety & Depression Ass'n Am., <https://adaa.org/understanding-anxiety/facts-statistics> (last visited Dec. 8, 2022).

27 <sup>351</sup> *Id.*

28 <sup>352</sup> Insights From the Student Experience, Part I: Emotional and Mental Health at 2–3, YouthTruth (2022),  
[https://youthtruthsurvey.org/wp-content/uploads/2022/10/YouthTruth\\_EMH\\_102622.pdf](https://youthtruthsurvey.org/wp-content/uploads/2022/10/YouthTruth_EMH_102622.pdf).

<sup>353</sup> Anne G. Wheaton et al., Short Sleep Duration Among Middle School and High School Students-United States, Complaint

1 outcomes are also the most common symptoms of excessive social media use.

2 300. The youth mental health crisis has also caused a wide range of other behavioral  
3 issues among students that interfere with schools' ability to teach. In 2022, 61 percent of public  
4 schools saw an increase in classroom disruptions from student misconduct compared to school  
5 years before the pandemic.<sup>354</sup> Fifty-eight percent of public schools also saw an increase in  
6 rowdiness outside of the classroom, 68 percent saw increases in tardiness, 27 percent saw  
7 increases in students skipping classes, 55 percent saw increases in the use of electronic devices  
8 when not permitted, 37 percent saw an increase in bullying, 39 percent saw an increase in  
9 physical fights between students, and 46 percent saw an increase in threats of fights between  
10 students.<sup>355</sup>

11 301. Further exacerbating school's struggle to teach is the fact students are not  
12 showing up to school. Indeed, student absenteeism has greatly increased. In the 2021–22 school  
13 year, 39 percent of public schools experienced an increase in chronic student absenteeism  
14 compared to the 2020–21 school year, and 72 percent of public schools saw increased chronic  
15 student absenteeism compared to school years before the pandemic.<sup>356</sup> Following suit, vandalism  
16 has increased in 2022, with 36 percent of public schools reporting increased acts of student  
17 vandalism on school property.<sup>357</sup>

18 302. School districts have borne increased costs and expenses in response to the youth  
19 mental health crisis. These costs include:

20 (a) hiring additional mental health personnel (41 percent of public schools added staff  
21 to focus on student mental health);<sup>358</sup>

22 (b) developing additional mental health resources (46 percent of public schools  
23 created or expanded mental health programs for students, 27 percent added

24  
25 2015, 67(3) Morbidity & Mortality Wkly. Rpt. 85–90 (Jan. 26, 2018),  
<http://dx.doi.org/10.15585/mmwr.mm6703a1>.

26 <sup>354</sup> 2022 School Pulse Panel, U.S. Dep't Educ., Inst. Educ. Sci. (2022), <https://ies.ed.gov/schoolsurvey/spp/>.

27 <sup>355</sup> *Id.*

28 <sup>356</sup> *Id.*

<sup>357</sup> *Id.*

<sup>358</sup> *Id.*

1 student classes on social, emotional, and mental health and 25 percent offered guest  
2 speakers for students on mental health);<sup>359</sup>

3 (c) training teachers to help students with their mental health (56 percent of public  
4 schools offered professional development to teachers on helping students with  
5 mental health);<sup>360</sup>

6 (d) increasing disciplinary services and hiring additional personnel for disciplinary  
7 services in response to increased bullying and harassment over social media;

8 (e) addressing property damaged as a result of students acting out because of mental,  
9 social, and emotional problems Defendants' conduct caused;

10 (f) diverting time and resources from instruction activities to notify parents and  
11 guardians of students' behavioral issues and attendance;

12 (g) investigating and responding to threats made against schools and students over  
13 social media;

14 (h) updating its student handbook to address use of Defendants' platforms; and

15 (i) updating school policies to address use of Defendants' platforms.

## 16 **F. Impact of Social Media Use on Plaintiffs**

17 304. SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT has been directly impacted  
18 by the mental health crisis among youth in its community.

19 305. The increased use of and dependency on social media has led to an increase in the  
20 number of Plaintiff's students in crisis, acting out, vandalizing school property, and in need of  
21 mental health services.

22 306. In an attempt to address the decline in students' mental, emotional, and social  
23 health, Plaintiff has been forced to divert resources and expend additional resources to:

24 a. hire additional personnel, including counselors and medical professionals to  
25 address mental, emotional, and social health issues;

26 b. develop additional resources to address mental, emotional, and social health

27 <sup>359</sup> *Id.*

28 <sup>360</sup> *Id.*

1 issues;

2 c. increase training for teachers and staff to identify students exhibiting symptoms  
3 affecting their mental, emotional, and social health;

4 d. train teachers, staff, and members of the community about the harms caused by  
5 Defendants' wrongful conduct;

6 e. develop lesson plans to teach students about the dangers of using Defendants'  
7 platforms;

8 f. educate students about the dangers of using Defendants' platforms;

9 g. update its student handbook to address use of Defendants' platforms; and

10 h. update school policies to address use of Defendants' platforms.

11 315. Additionally, more students have been acting out as a result of the decline  
12 Defendants caused in students mental, emotional, and social health. As a result, Plaintiff has  
13 been forced to divert resources and expend additional resources to:

14 a. repair damaged property as a result of the exploitive and harmful content  
15 Defendants directed to students;

16 b. increase disciplinary services and time spent addressing bullying, harassment, and  
17 threats;

18 c. confiscate devices on which students were compelled by Defendants' conduct to  
19 use while in class or school campuses to access Defendants' platforms;

20 d. meet with students and the parents of students caught using Defendants' platforms  
21 at school;

22 e. divert time and resources from instruction activities to notify parents and  
23 guardians of students' behavioral issues and attendance; and

24 f. investigate and respond to threats made against schools and students over social  
25 media.

26 316. As a result, the rest of Plaintiff's staff must work in overdrive to help students with  
27 mental health concerns.

1 317. Plaintiff requires significantly greater and long-term funding to address the  
2 nuisance Defendants have created. It is time, as President Biden declared, to get “all Americans  
3 the mental health services they need.”<sup>361</sup>

4 **V. THE COMMUNICATIONS DECENCY ACT, 47 U.S.C. § 230(c)**  
5 **EXPRESSLY ALLOWS INTERACTIVE COMPUTER SERVICE COMPANIES**  
6 **LIKE DEFENDANTS TO LIMIT HARMFUL CONTENT, AND THERE IS NOT**  
7 **IMMUNITY FOR DEFENDANTS’ CONDUCT**

8 318. Plaintiff anticipates that Defendants will raise section 230 of the Communications  
9 Decency Act, 47 U.S.C. § 230(c)(1), as a shield for their conduct. But section 230 is no shield for  
10 Defendants’ own acts in designing, marketing, and operating social media platforms that are  
11 harmful to youth.

12 319. Section 230 was enacted by Congress to address the harms associated with certain  
13 content and drafted to limit liability for “Good Samaritans” seeking to restrict such harmful  
14 content. It is entitled, “Protection for ‘Good Samaritan’ blocking and screening of offensive  
15 material.”

16 320. Section 230 provides immunity from liability only to “(1) a provider or user of an  
17 interactive computer service (2) whom a plaintiff seeks to treat, under a state law cause of action,  
18 as a publisher or speaker (3) of information provided by another information content provider.”  
19 *Barnes v. Yahoo!, Inc.*, 570 F.3d 1096, 1100–01 (9th Cir. 2009), as amended (Sept. 28, 2009).

20 322. Publication generally involves traditional editorial functions, such as reviewing,  
21 editing, and deciding whether to publish or to withdraw from publication third-party content.  
22 *Lemmon v. Snap, Inc.*, 995 F.3d 1085, 1091 (9th Cir. 2021).

23 323. Publication does not, however, include duties related to designing and marketing  
24 a social media platform. *See id.* at 1092–93.

25 324. Plaintiff expressly disavows any claims or allegations that attempt to hold  
26 Defendants liable as the publisher or speaker of any information provided by third parties.

27 325. Section 230 does not immunize Defendants’ conduct because, among other

---

28 <sup>361</sup> President Biden, State of the Union Address (Mar. 1, 2022) (transcript available at  
<https://www.whitehouse.gov/state-of-the-union-2022/>).

1 considerations: (1) Defendants are liable for their own affirmative conduct in recommending and  
2 promoting harmful content to youth; (2) Defendants are liable for their own actions designing  
3 and marketing their social media platforms in a way that causes harm; (3) Defendants are liable  
4 for the content they create that causes harm; and (4) Defendants are liable for distributing,  
5 delivering, and/or transmitting material that they know or have reason to know is harmful,  
6 unlawful, and/or tortious.

7 326. First, Plaintiff is not alleging Defendants are liable for what third-parties have  
8 said on Defendants' platforms but, rather, for Defendants' own conduct. As described above,  
9 Defendants affirmatively recommend and promote harmful content to minors, such as pro-  
10 anorexia and eating disorder content, and Snapchat filters which promote plastic surgery or body  
11 dysmorphia. Recommendation and promotion of damaging material is not a traditional editorial  
12 function and seeking to hold Defendants liable for these actions is not seeking to hold them liable  
13 as a publisher or speaker of third party-content.

14 327. Second, Plaintiff's claims arise from Defendants' status as designers and  
15 marketers of dangerous social media platforms that have injured the health, comfort, and repose  
16 of its community. The nature of Defendants' platforms centers around Defendants' use of  
17 algorithms and other design features that encourage users to spend the maximum amount of  
18 time on their platforms—not on particular third party content. The algorithms Defendants  
19 designed and employ adapt to the social media activity of individual users to promote whatever  
20 content will trigger a particular user's attention and maximize their use of the platform, for as  
21 long as possible. Defendants' algorithms are user-focused rather than content-based and are  
22 indifferent to the nature and type of content they promote to users, provided that such content  
23 increases the time users spend on their platforms. In that respect, they are content neutral.

24 328. Third, Defendants are liable for the content they create. In addition to content  
25 such as Snapchat filters which promote body dysmorphia, Defendants send emails and  
26 notifications to youth including material they create which often promotes certain harmful  
27 content.

1 329. Fourth, Plaintiff does not seek to hold Defendants liable as publishers or speakers  
2 of information provided by other content providers, but instead Plaintiff seeks to hold them liable  
3 for distributing material they know or should know is harmful or unlawful. *See Malwarebytes*  
4 *Inc. v. Enigma Software Grp. USA, LLC*, 141 S. Ct. 13 (2020) (statement of Justice Thomas  
5 respecting denial of certiorari discussing the distinction between distributor and publisher  
6 liability); cf. Restatement (Second) of Torts § 581 (Am. Law Inst. 1977) (“[O]ne who only  
7 delivers or transmits defamatory matter published by a third person is subject to liability if, but  
8 only if, he knows or has reason to know of its defamatory character.”)

9 330. Plaintiff’s claim is based upon Defendants’ own conduct, which has resulted in the  
10 exacerbation of the public health crisis from which Plaintiffs’ students are suffering.

## 11 VI. CAUSES OF ACTION

### 12 COUNT ONE – VIOLATIONS OF PUBLIC NUISANCE LAW

13 331. Plaintiff incorporates each preceding paragraph as though set forth fully herein.

14 333. Defendants have created and maintained a public nuisance which proximately caused  
15 injury to Plaintiff.

16 334. Plaintiff, in the operation of its schools, has a right to be free from conduct that  
17 endangers their health and safety, and the health and safety of their employees and students. Yet  
18 Defendants have engaged in conduct and omissions which unreasonably and injuriously  
19 interfered with the public health and safety in Plaintiff’s community and created substantial and  
20 unreasonable annoyance, inconvenience, and injury to the public by their production, promotion,  
21 design, distribution, and marketing of their social media platforms, for use by youth in Plaintiff’s  
22 schools. Defendants’ actions and omissions have substantially, unreasonably, and injuriously  
23 interfered with Plaintiff’s functions and operations and affected the public health, safety and  
24 welfare of Plaintiff’s community.

25 335. Each Defendant has created or assisted in the creation of a condition that is injurious  
26 to the health and safety of Plaintiff and its students and interferes with the comfortable  
27 enjoyment of life and property of Plaintiff’s community.

1 336. Defendants' conduct has directly caused a severe disruption of public health, order  
2 and safety. Defendants' conduct is ongoing and continues to produce permanent and long-lasting  
3 damage.

4 337. This harm to Plaintiff and the public is substantial, unreasonable, widespread and  
5 ongoing.

6 338. Because of the mental health crisis caused by Defendants, Plaintiffs' schools can no  
7 longer operate, use, or enjoy their property free from injury or interference.

8 339. Defendants' design, manufacture, production, marketing, and promotion of such  
9 addictive, manipulative and harmful social media platforms, when such actions were taken with  
10 the intent to market to, and in fact, were marketed to youth through targeted campaigns,  
11 unreasonably interfered with a public right in that the results of Defendants' actions created and  
12 maintained a condition dangerous to the public's health, was offensive to community moral  
13 standards, or unlawfully obstructed the public in free use of public property. Defendants  
14 intentionally created and maintained a public nuisance by, among other acts:

- 15 a. Designing social media platforms that were uniquely youth oriented;
- 16 b. Designing a product that was meant to facilitate use by minors, both generally and  
17 in a way that was branded youth friendly;
- 18 c. Failing to sufficiently study and conduct necessary tests to determine whether  
19 their platforms were safe for children/minor users;
- 20 d. Creating, producing, maintaining, distributing, managing, marketing, promoting,  
21 and delivering their platforms to the general public and to Plaintiff's students  
22 without thorough and adequate pre-and post market testing;
- 23 e. Designing and using algorithms which promote harmful, destructive content to be  
24 consumed by the user, regardless of age;
- 25 f. Failing to act on data, reports, analysis, opinions, or information known, or that  
26 should have been known in the exercise of reasonable diligence, pertaining to  
27

1 Defendants' platform and the risks and hazards posed to children, adolescents and  
2 minors;

- 3 g. Designing their social media platforms to encourage excessive amounts of time  
4 that users spend on the platform and causing mental and emotional harm,  
5 particularly to children/minors, using manipulative technology such as algorithm-  
6 based feeds, IVR and social reciprocity;
- 7 h. Failing to employ adequate safeguards in the creation, maintenance, and operation  
8 of their platforms to ensure they would not encourage excessive and harmful use;
- 9 i. Failing to take reasonably adequate steps to prevent their platforms from being  
10 promoted, distributed, and used by minors under the age of 13;
- 11 j. Designing engineering, developing, and maintaining their platforms to appeal to  
12 children, adolescents and teens, where such minors lack the same cognitive  
13 development as adults and are particularly vulnerable to social reward-based  
14 manipulative tactics such as algorithm-based feeds and social reciprocity;
- 15 k. Failing to disclose to or warn Plaintiffs, users, consumers, and the general public  
16 of the negative mental and emotional health consequences associated with their  
17 platforms and social media generally, especially for children/minors;
- 18 l. Failing to provide reasonably adequate warnings to youth users or the parents or  
19 guardians of such minors, where Defendants could reasonably foresee such  
20 minors would use their platforms;
- 21 m. Failing to disclose to Plaintiffs, Plaintiffs' students, and the general public that  
22 Defendants' platforms are designed to maximize the time children, adolescents,  
23 and teens spend on Defendants' platforms and that such platforms cause negative  
24 mental, emotional, and social health consequences, particularly among minors;
- 25 n. Failing to warn Plaintiff, Plaintiff's students, and the public of the true risks of  
26 using Defendants' platforms;
- 27  
28



1 342. Defendants' conduct has affected and continues to affect a substantial number of  
2 people within Plaintiffs' school district and is likely to continue causing significant harm.

3 343. But for Defendants' actions, Plaintiffs' students would not use social media  
4 platforms as often or for as long as they do, be deluged with exploitive and harmful content  
5 to the same degree, and the public health crisis that currently exists as a result of Defendants'  
6 conduct would have been averted.

7 344. Defendants knew or should have known that their conduct would create a public  
8 nuisance. Defendants knew or should have known, that their acts and omissions involved in the  
9 development, promotion and use of their platforms would cause students to excessively use their  
10 platforms. Defendants knew, or reasonably should have known, that their tactics to encourage  
11 user engagement with their platforms were designed to appeal to minors, and that their acts and  
12 omissions intended to increase minors' use of their platforms were causing harm to minors in  
13 Plaintiff's school district and to Plaintiff itself.

14 345. Thus, the public nuisance caused by Defendants was reasonably foreseeable,  
15 including the financial and economic losses incurred by Plaintiffs.

16 346. Alternatively, each Defendants' conduct was a substantial factor in bringing about the  
17 public nuisance as described herein. By designing, marketing, promoting, and operating their  
18 platforms in a manner intended to maximize the time youth spend on their respective  
19 platforms—despite knowledge of the harms to youth from their wrongful conduct—Defendants  
20 directly accelerated and enabled the widespread, excessive, and habitual use of their platforms  
21 and the public nuisance affecting SAN RAMON VALLEY UNIFIED . By seeking to capitalize  
22 on their success by refining their platforms to increase the time youth spend on their platforms,  
23 Defendants directly contributed to the public health crisis and the public nuisance affecting  
24 Plaintiffs.

25 347. Defendants' conduct is especially injurious to SAN RAMON VALLEY UNIFIED  
26  
27  
28

1 SCHOOL DISTRICT because, as a direct and proximate cause of Defendants’ conduct creating  
2 or assisting in the creation of a public nuisance, Plaintiff and its students and employees have  
3 sustained and will continue to sustain substantial injuries.

4 348. Defendants, and each of them, facilitated and permitted the conditions to exist that  
5 caused the harms herein mentioned.

6 349. Defendants directly facilitated the rise of the youth suicide crisis.

7 350. Plaintiffs have attempted to mitigate the harm and disruption caused by  
8 Defendants’ conduct, including the following:

- 9 a. Hiring additional personnel to address mental, emotional, and social health crises  
10 and security;
  - 11 b. Developing and spending additional resources to address mental, emotional, and  
12 social health issues;
  - 13 c. Increasing training for teachers and staff to identify students exhibiting symptoms  
14 impacting their mental, emotional, and social health;
  - 15 d. Implementing additional training for teachers, staff, and members of the  
16 community about the harms caused by Defendants’ wrongful conduct;
  - 17 e. Developing/altering lesson plans to teach students about the dangers of using  
18 Defendants’ platforms;
  - 19 f. Educating students, staff and parents about the dangers of using Defendants’  
20 platforms;
  - 21 g. Remediating property damaged as a result of students acting out because of  
22 mental, social, and emotional problems caused by Defendants’ conduct;
  - 23 h. Increasing time and resources spent addressing bullying, harassment, and threats;
  - 24 i. Confiscating electronic devices on which students use Defendants’ platforms  
25 while in class or on Plaintiffs’ campus;
- 26  
27  
28

- 1 j. Meeting with students and the parents caught using Defendants' platforms at
- 2 school or other disciplinary matters related to students' use of Defendants'
- 3 platforms;
- 4 k. Diverting time and resources from instruction activities to notify parents and
- 5 guardians of students' behavioral issues and attendance issues caused by use of
- 6 Defendants' platforms;
- 7 l. Investigating and responding to threats made against Plaintiff's schools and
- 8 students originating on or because of social media;
- 9 m. Updating student handbook(s) to address use of Defendants' platforms;
- 10 n. Modifying school policies to address use of Defendants' platforms; and
- 11 o. Addressing increased incidence of vandalism, property damage, crime, and
- 12 increased need for discipline of students caused by use of Defendants' platforms.

13 353. Fully abating the youth mental health crisis resulting from Defendants' conduct will  
14 require much more than these steps.

15 354. As detailed herein, Plaintiff has suffered special injury, different in kind from those  
16 suffered by the general public, including but not limited to, those arising from: discipline and  
17 suspensions related to incidents of social media use in Plaintiff's schools have increased at  
18 alarming rates; property damage due to "challenges" and other content promoted and spread by  
19 Defendants' platforms; Plaintiff has had to closely monitor and stop the use of electronic devices  
20 in Plaintiff's schools as to prevent social media being used during a time when students should  
21 be learning; Plaintiff has had to divert resources toward the mental health crisis caused by  
22 Defendants; Plaintiff has had to change lesson plans and educational courses to mitigate the  
23 youth bullying, eating disorders, and suicide content promulgated on defendants' platforms;  
24 Plaintiff has had to devote and divert staff resources to conduct staff training on the dangers of  
25 social media use; Plaintiff has had to hire additional school counselors and staff to address the  
26 youth mental health crisis caused by widespread use by minors of Defendants' platforms.

1 355.Plaintiffs therefore request all the relief to which it is entitled in its own right and  
2 relating to the special damage or injury it has suffered, and not in any representative or *parens*  
3 *patriae* capacity on behalf of students, including damages in an amount to be determined at trial  
4 and an order providing for the abatement of the public nuisance that Defendants have created or  
5 assisted in the creation of, and enjoining Defendants from future conduct contributing to the  
6 public nuisance described above.

7 356.Defendants engaged in conduct, as described above, that constituted malice,  
8 oppression, or fraud, with intent to cause injury and/or with willful and knowing disregard of the  
9 rights or safety of another, being fully aware of the probable dangerous consequences of the  
10 conduct and deliberately failing to avoid those consequences.

11 357.Defendants regularly risk the lives and health of consumers and users of its platforms  
12 with full knowledge of the dangers of its platforms. Defendants made conscious decisions not to  
13 redesign, alter the platforms, warn, or inform the unsuspecting public, including Plaintiff's  
14 students or Plaintiff. Defendants' willful, knowing and reckless conduct, constituting malice,  
15 oppression or fraud therefore warrants an award of aggravated or punitive damages.

16 **COUNT II**  
17 **NEGLIGENCE**

18 358.Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth  
19 herein.

20 359.Defendants owed Plaintiffs a duty to not expose Plaintiffs to an unreasonable risk of  
21 harm, and to act with reasonable care as a reasonably careful person and/or company would act  
22 under the circumstances.

23 360.At all times relevant herein, Defendants owed a duty to consumers and the general  
24 public, including Plaintiffs, to exercise reasonable care in the creation, production, maintenance,  
25 distribution, management, marketing, promotion, and delivery of Defendants' social media  
26 platforms, including the duty to take all reasonable steps necessary to design, research , market,  
27

1 advertise, promote, operate, and distribute their platforms in a way that is not unreasonably  
2 dangerous to users, including minors.

3 361. At all times relevant herein, Defendants knew or, in the exercise of reasonable care,  
4 should have known of the hazards and dangers of their respective social media platforms and  
5 specifically, the health hazards their platforms posed to youth in particular, especially prolonged  
6 use of such platforms where exposure to harmful content was reasonably foreseeable.

7 362. At all times relevant herein, Defendants knew or, in the exercise of reasonable care,  
8 should have known that use of Defendants' social media platforms by minors would create a  
9 dangerous and unreasonable risk of injury to Plaintiffs.

10 363. Defendants also knew, or in the exercise of reasonable care should have known, that  
11 users and consumers of Defendants' social media platforms were unaware of the risks associated  
12 with the use of Defendants' platforms, or the magnitudes of such risks. These risks include, but  
13 are not limited to, the risks of excessive social media use and the risks of the probability that  
14 algorithm-based recommendations would expose minor users to content that is violent, sexual, or  
15 encourages self-harm, among other types of harmful content, or that mental and emotional illness  
16 could result.

17 364. Defendants, by actions, inactions, representations and omissions, breached their duty  
18 of reasonable care, failed to exercise ordinary care, and failed to act as a reasonably careful  
19 person and/or company would act under the circumstances in the creation, production,  
20 maintenance, distribution, management, marketing, promotion, and delivery of their social media  
21 platforms, in that Defendants' creation, production, maintenance, distribution, management,  
22 marketing, promotion, and delivery social media platforms that Defendants knew or had reason  
23 to know would negatively impact the mental health of consumers, particularly minors, and the  
24 schools they attend, and failed to prevent or adequately warn of these serious risks and injuries.

25 365. Despite their knowledge, opportunity, ability, and means to investigate, study, and  
26 test their social media platforms, and to provide adequate warnings, Defendants failed to take  
27

1 these action. Defendants have wrongfully concealed information and have made false and/or  
2 misleading statements concerning the safety and use of Defendants' social media platforms.

3 366. Defendants breached their duty in the following ways, including but not limited to:

- 4 a. Creating, designing, producing, maintaining, distributing, managing, marketing,  
5 promoting, and delivering their platforms to the public, Plaintiffs, and Plaintiffs'  
6 students without thorough or adequate pre and post market testing/analysis;
- 7 b. Failing to sufficiently study and conduct necessary tests to determine whether or  
8 not their platforms were safe for children/minor users;
- 9 c. Failing to use reasonable care in the creation, production, maintenance,  
10 distribution, management, marketing, promotion, and delivery of their platforms  
11 to avoid exposure to risk and danger, such as excessive usage by children/minors  
12 and exposure to harmful content;
- 13 d. Failing to act on data, reports, analysis, opinions, or information known, or that  
14 which should have been known in the exercise of reasonable diligence, pertaining  
15 to Defendants' platform and the risks and hazards posed to children;
- 16 e. Designing their social media platforms to encourage excessive amounts of time  
17 that users spend on their platforms, and causing mental and emotional harm,  
18 particularly among children/minors, by way of algorithm-based feeds, IVR, social  
19 reciprocity, and reward-based content.
- 20 f. Failing to employ adequate safeguards in the creation, maintenance, and operation  
21 of their platforms to ensure they would not encourage excessive and harmful use;
- 22 g. Failing to take reasonably adequate steps to prevent their platforms from being  
23 promoted, distributed, and used by minors under the age of 13;
- 24 h. Designing engineering, developing, and maintaining their platforms to appeal to  
25 children, adolescents and teens, where such minors lack the same cognitive  
26 development as adults and are particularly vulnerable to social reward-based  
27 manipulative tactics like social reciprocity.

- 1 i. Failing to disclose to or warn Plaintiffs, users, consumers, and the general public  
2 of the negative mental and emotional health consequences associated with their  
3 platforms and social media generally, especially for children and minors;
- 4 j. Failing to provide reasonably adequate warnings to child and minor users or the  
5 parents of such minors, where Defendants could reasonably foresee such minors  
6 would use their platforms;
- 7 k. Failing to disclose to Plaintiffs, users, consumers, and the public that Defendants'  
8 platforms are designed to maximize the time users, particularly minors, spend on  
9 Defendants' platforms and that such platforms cause negative mental, emotional,  
10 and social health consequences;
- 11 l. Failing to warn users and the general public, including Plaintiffs and students of  
12 Plaintiffs of the true risks of using Defendants' platforms;
- 13 m. Advertising, marketing; and promoting Defendants' platforms while concealing  
14 and failing to disclose or warn of the dangers known by Defendants to be  
15 associated with, or caused by, minors' use of Defendants' platforms;
- 16 n. Continuing the creation, production, maintenance, distribution, management,  
17 marketing, promotion, and delivery of Defendants' platforms with knowledge that  
18 Defendants' platforms are unreasonably unsafe, addictive, and dangerous to  
19 children's mental and emotional health;
- 20 o. Failing to change Defendants' algorithms, which are used to suggest content to  
21 users in a manner that would no longer concentrate on maximizing the amount of  
22 time users spend on Defendants' platforms notwithstanding the reasonably  
23 foreseeable mental and emotional safety risks this posed to Defendants'  
24 minor/children users;
- 25 p. Failing to adequately limit Defendants' algorithm-based recommendations to  
26 filter out content that expose children and minor users to content that is violent,  
27 sexual, or encourages self-harm, among other types of harmful content;
- 28

1 q. Representing that Defendants' platforms were safe for children, adolescent, and  
2 teen users when, in fact, Defendants knew or should have known that the  
3 platforms presented a clear and present danger for youth's mental and emotional  
4 health; and

5 r. Additional failures, acts or omissions as set forth at length herein.

6 367. Defendants knew or should have known that it was foreseeable that Plaintiffs would  
7 suffer injuries as a result of Defendants' failure to exercise reasonable care in creating,  
8 producing, maintaining, distributing, managing, marketing, promoting, and delivering  
9 Defendants' platforms, particularly when Defendants' platforms were intentionally and  
10 deliberately designed, maintained, and marketed to maximize the time children/minors spend on  
11 Defendants' platforms, especially when Defendants' platforms were intentionally and  
12 deliberately designed, maintained, and marketed to maximize the time children/minors spend on  
13 Defendants' platforms.

14 368. The full extent and scale of the injuries caused by the intended usage of Defendants'  
15 social media platforms could not be known to Plaintiffs.

16 369. Defendants' negligence was the legal and proximate cause of the injuries, harm and  
17 economic losses that Plaintiffs suffered and will continue to suffer. But for Defendants'  
18 negligence as described herein, such injuries, harm and economic losses would not have  
19 occurred.

20 370. The mental health crisis caused by Defendants has caused a major disruptive  
21 behavioral crisis in Plaintiffs' schools, and Plaintiffs have had to take steps to mitigate the harm  
22 and disruption caused by Defendants' conduct, including but not limited to:

- 23 a. Providing training to teachers and staff to recognize and build awareness of  
24 Defendants' harmful platforms and the consequences of use of same;
- 25 b. Hiring additional teachers and staff to alleviate the youth mental health crisis,  
26 including mental, emotional, and social harm caused to students and members of  
27 the community;

- 1 c. Modifying lesson plans and implementing additional efforts to raise awareness
- 2 and educate Plaintiffs' students and the community Plaintiffs serve regarding
- 3 Defendants' harmful platforms and related negative consequences;
- 4 d. Remediating damage to property proximately caused by use of Defendants'
- 5 platforms;
- 6 e. Hiring additional staff to mitigate and address students in crisis and/or harmed by
- 7 use of Defendants' platforms;
- 8 f. Mitigating distraction and other negative impacts on teaching and inhibiting
- 9 learning of students proximately caused by Defendants' platforms;
- 10 g. Identifying and confiscating devices wherein Defendants' platforms are used
- 11 during school hours and on campus;
- 12 h. Addressing the increasing safety risks related to bullying, threats, and other
- 13 harmful behaviors proximately caused by Defendants' platforms;
- 14 i. Increasing staffing and resources devoted to alleviating mental, emotional, and
- 15 social health issues;
- 16 j. Using additional resources to address disciplinary issues and anti-bullying
- 17 actions;
- 18 k. Amending policies and updating student handbook(s) to address the hazards and
- 19 disruptions caused by use of Defendants' platforms in school and on campus; and
- 20 l. Addressing and mitigating the increased incidence of vandalism, damaged
- 21 property, crime, and increased need for student discipline and campus security.

22 371. Defendants' conduct, as described above, was intended to serve their own interests  
23 despite having reason to know and consciously disregarding a substantial risk that their conduct  
24 was likely to significantly injure the rights of others, including Plaintiffs, Defendants have  
25 consciously pursued a course of conduct knowing that it created a substantial risk of significant  
26 harm to others, including Plaintiffs. Defendants regularly risk the health of consumers and users  
27 of their platforms, including minors and children, with full knowledge of the dangers of their

1 platforms. Defendants consciously decided not to redesign, warn, or inform the unsuspecting  
2 public, including Plaintiffs and Plaintiffs' students. Defendants' willful, knowing, and reckless  
3 conduct therefore warrants, and Plaintiffs seek, an award of aggravated or punitive damages.

4 **COUNT THREE**

5 **GROSS NEGLIGENCE**

6 372.Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth  
7 herein.

8 373.Defendants were grossly negligent in designing, manufacturing, supplying,  
9 distributing, inspecting (or not inspecting), testing (or not testing), marketing, promoting,  
10 advertising, packaging, and/or labeling Defendants' platforms.

11 374.Defendants owed Plaintiffs a duty to not expose Plaintiffs to an unreasonable risk of  
12 harm, and to act with reasonable care as a reasonably careful person and/or company would act  
13 under the circumstances.

14 375.At all time relevant herein, Defendants owed a duty to consumers and the general  
15 public, including Plaintiffs, to exercise reasonable care in the creation, production, maintenance,  
16 distribution, management, marketing, promotion, and delivery of Defendants' social media  
17 platforms, including the duty to take all reasonable steps necessary to design, research , market,  
18 advertise, promote, operate, and distribute their platforms in a way that is not unreasonably  
19 dangerous to consumers and users, including youth.

20 376.At all times relevant herein, Defendants owed a duty to consumers and the general  
21 public, including Plaintiffs, to exercise reasonable care in the creation, production, maintenance,  
22 distribution, management, marketing, promotion, and delivery of their social media platforms.  
23 This included a duty to provide accurate, true, and correct information about the harms and risks  
24 of using Defendants' platforms, including the harms and risks to youth. This also included a duty  
25 to give accurate and complete warnings about the potential adverse effects of extended use of  
26 Defendants' platforms by children/minors, and the dangers and risks from the features of their  
27 platforms, such as algorithm-driven harmful content recommendations.



- 1 c. Failing to use reasonable and prudent care in the creation, production,  
2 maintenance, distribution, management, marketing, promotion, and delivery of  
3 their platforms to avoid exposure to risk and danger, such as excessive usage by  
4 youth and exposure to harmful content;
- 5 d. Failing to act on data, reports, analysis, opinions, or information known, or that  
6 should have been known in the exercise of reasonable diligence, pertaining to  
7 Defendants' platform and the risks and hazards posed to children, adolescents and  
8 teens;
- 9 e. Designing their social media platforms to encourage excessive amounts of time  
10 that users spend on their platforms and causing mental and emotional harm,  
11 particularly to children/minors, using tactics such as algorithm-based feeds, IVR  
12 and social reciprocity;
- 13 f. Failing to employ adequate safeguards in the creation, maintenance, and operation  
14 of their platforms to ensure they would not encourage excessive and harmful use;
- 15 g. Failing to take reasonably adequate steps to prevent their platforms from being  
16 promoted, distributed, and used by minors under the age of 13;
- 17 h. Designing engineering, developing, and maintaining their platforms to appeal to  
18 children, adolescents and teens, where such minors lack the same cognitive  
19 development as adults and are particularly vulnerable to social reward-based  
20 manipulative tactics such as algorithm-based feeds and social reciprocity;
- 21 i. Failing to disclose to or warn Plaintiffs, users, consumers, and the general public  
22 of the negative mental and emotional health consequences associated with their  
23 platforms and social media generally, especially for children/minors;
- 24 j. Failing to provide reasonably adequate warnings to youth users or the parents or  
25 guardians of such minors, where Defendants could reasonably foresee such  
26 minors would use their platforms;
- 27  
28

- 1 k. Failing to disclose to Plaintiffs, Plaintiffs' students, and the general public that  
2 Defendants' platforms are designed to maximize the time children, adolescents,  
3 and teens spend on Defendants' platforms and that such platforms cause negative  
4 mental, emotional, and social health consequences, particularly among minors;
- 5 l. Failing to warn Plaintiffs, Plaintiffs' students, and the public of the true risks of  
6 using Defendants' platforms;
- 7 m. Advertising, marketing, and recommending Defendants' platforms while  
8 concealing and failing to disclose or warn of the dangers known by Defendants to  
9 be associated with, or caused by, minors' use of Defendants' platforms;
- 10 n. Continuing the creation, production, maintenance, distribution, management,  
11 marketing, promotion, and delivery of Defendants' platforms with knowledge that  
12 Defendants' platforms are unreasonably unsafe, addictive, and dangerous to  
13 minors, and otherwise harmful to minors' mental and emotional health;
- 14 o. Failing to change Defendants' algorithms, which are used to recommend content  
15 to users, in a manner that would no longer concentrate on maximizing the amount  
16 of time users spend on Defendants' platforms notwithstanding the reasonably  
17 foreseeable mental and emotional safety risks this posed to Defendants' minor  
18 users;
- 19 p. Failing to adequately limit Defendants' algorithm-based recommendations to  
20 filter out content that exposes youth users to content that is violent, sexual, or  
21 encouraging self-harm and other types of harmful content; and
- 22 q. Representing that Defendants' platforms were safe for child, adolescent, and teen  
23 users when, in fact, Defendants knew or should have known that the platforms  
24 created a clear and present danger for the mental and emotional health of minors.

25 382. Defendants knew new or should have known that it was foreseeable that Plaintiffs  
26 would suffer injuries as a result of Defendants' failure to exercise reasonable care in designing,  
27 researching, developing, testing, marketing, supplying, promoting, advertising, operating, and  
28

1 distributing Defendants' platforms, particularly when Defendants' platforms were designed,  
2 developed, operated and marketed to maximize the time youth spend on Defendants' platforms.

3 383. Plaintiffs did not know the nature and extent of the injuries that could result from the  
4 intended use of Defendants' social media platforms by Plaintiffs' students.

5 384. Defendants negligence produced, and was the proximate cause of, the injuries, harm,  
6 and economic losses that Plaintiffs suffered and will continue to suffer. Such injuries, harm, and  
7 economic losses would not have happened without Defendants' negligence as described herein.

8 385. The mental health crisis caused and/or significantly contributed to by Defendants has  
9 caused a major disruptive behavioral situation in Plaintiffs' schools, and Plaintiffs has had to  
10 take steps to mitigate the harm and disruption caused by Defendants' conduct, including the  
11 following:

- 12 a. Hiring additional staff and training staff to recognize and build awareness of  
13 Defendants' harmful platforms and the harmful consequences of their use;
- 14 b. Hiring additional staff and personal to alleviate the youth mental health crisis,  
15 including mental, emotional, and social harm caused to students;
- 16 c. Creating and designing lesson plans to include efforts to build awareness and  
17 educate students regarding Defendants' harmful platforms and related negative  
18 consequences;
- 19 d. Remediating damage to property proximately caused by use of Defendants'  
20 platforms;
- 21 e. Hiring additional staff and spending resources providing training to identify and  
22 address students in crisis or otherwise negatively impacted by use of Defendants'  
23 platforms;
- 24 f. Mitigating negative impacts to teaching and learning of students proximately  
25 caused by Defendants' platforms;
- 26 g. Identifying and confiscating devices wherein Defendants' platforms are used on  
27 campus and during class;

- 1 h. Addressing and mitigating safety risks caused by bullying, threats, and other
- 2 harmful behaviors proximately caused by Defendants' platforms;
- 3 i. Repurposing existing staff and resources to address and mitigate the mental,
- 4 emotional, and social issues caused by use of Defendants' platforms;
- 5 j. Amending school policy and handbook(s) to address the dangers and disruptions
- 6 caused by use of Defendants' platforms on campus; and
- 7 k. Addressing the increased incidence of vandalism, property damage, crime, and
- 8 need for student discipline including detention, truancy, and increased security
- 9 proximately caused by Defendants' platforms.

10 386. Defendants breached the duties they owed to Plaintiffs and in doing so, were wholly  
11 unreasonable. Defendants' conduct, as described above, was intended to serve their own interests  
12 despite having reason to know and consciously disregarding a substantial risk that their conduct  
13 was likely to significantly injure the rights of others, including Plaintiffs. Defendants consciously  
14 pursued a course of conduct knowing that it created a substantial risk of significant harm to  
15 others, including Plaintiffs and Plaintiffs' students.

16 387. As a foreseeable consequence of Defendants' breaches of their duties, Plaintiffs have  
17 suffered and will continue to suffer direct and consequential economic and other injuries as a  
18 result of dealing with the youth mental health crisis in Plaintiffs' schools, as described herein,  
19 including but not limited to expending, diverting, and increasing resources to address this crisis.

20 388. Defendants engaged in conduct, as described above, that constitutes malice, and  
21 oppression, with intent to cause injury and/or with willful and knowing disregard of the rights or  
22 safety of Plaintiffs, being fully aware of the probable dangerous consequences of the conduct and  
23 deliberately failing to avoid those consequences.

24 389. Defendants' conduct constituting malice, and oppression, was committed by one or  
25 more officers, directors, or managing agents of Defendants, who acted on behalf of Defendants;  
26 was authorized by one or more officers, directors, or managing agents of Defendants, and  
27

1 adopted or approved that conduct by one or more of such officers, directors, or managing agents  
2 after the conduct occurred.

3 390. Defendants regularly risk the lives and health of minors and other users of their  
4 platforms with full knowledge of the dangers of their platforms. Defendants made conscious  
5 decisions not to redesign, re-label, warn, or inform the unsuspecting public, including Plaintiffs  
6 and Plaintiffs' students. Defendants' willful, knowing and reckless conduct therefore warrants,  
7 and Plaintiffs seek, an award of aggravated or punitive damages.

8 **COUNT FOUR**

9 **VIOLATIONS OF THE RACKETTER INFLUENCED AND CORRUPT**  
10 **ORGANIZATIONS ACT ("RICO")**

11 391. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth  
12 herein.

13 392. This claim is brought by Plaintiffs against all Defendants (the "RICO Defendants"  
14 for purposes of this Count III and Count IV) for actual damages, treble damages, and equitable  
15 relief under 18 U.S.C. § 1964, for violations of RICO, 18 U.S.C. § 1961 et seq.

16 393. Pursuant to RICO, it is "unlawful for any person employed by or associated with any  
17 enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to  
18 conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a  
19 pattern of racketeering activity." 18 U.S.C. § 1962(c).

20 394. At all times relevant herein, each RICO Defendant is and has been a "person" within  
21 the meaning of 18 U.S.C. § 1961(3), because they are capable of holding, and do hold, "a legal  
22 or beneficial interest in property."

23 395. Each RICO Defendant conducted the affairs of an enterprise through a pattern of  
24 racketeering activity, in violation of 18 U.S.C. § 1962(c), as described herein.

25 396. Each Plaintiff is a "person" within the meaning of 18 U.S.C. § 1961(3), and has  
26 standing to sue under 18 U.S.C. § 1964(c) because they were and are injured in their business  
27 and/or property "by reason of" the RICO violations described herein.

1 397.Plaintiffs demand all applicable relief as set forth in Plaintiffs’ Prayer for Relief.

2 **The Enterprise:**

3 398.Section 1961(4) defines an enterprise as “any individual, partnership corporation,  
4 association, or other legal entity, and any union or group of individuals associated in fact  
5 although not a legal entity.” 18 U.S.C. § 1961(4).

6 399.RICO Defendants form an association-in-fact for the common and continuing  
7 purpose described herein and constitute an enterprise within the meaning of 18 U.S.C. § 1961(4)  
8 engaged in the conduct of their affairs through a continuing pattern of racketeering activity. The  
9 members of the enterprise functioned as a continuing unit with an ascertainable structure  
10 separate and distinct from that of the conduct of the pattern of racketeering activity. There may  
11 also be other members of the enterprise who are currently unknown to Plaintiffs.

12 400.Alternatively, each of the RICO Defendants is a corporation, company, or other legal  
13 entity, and therefore an enterprise within the meaning of 18 U.S.C § 1961(4).

14 401.The enterprise functioned as a continuing unit to achieve shared goals through  
15 unlawful means, including the following: (1) to preserve and enhance the market for its social  
16 media platforms and RICO Defendants’ own profits, regardless of the truth, the law, or the health  
17 consequences to the American people, including Plaintiffs’ students and the communities  
18 Plaintiffs serve; (2) to deceive consumers, especially children, adolescents, and teenagers into  
19 using their platforms by falsely maintaining that there is doubt as to whether their platforms are  
20 responsible for the apparent mental or emotional health consequences to children, adolescents,  
21 and teenagers, despite that RICO Defendants knew otherwise; (3) to deceive consumers,  
22 especially children, adolescents, and teenagers, into using their platforms by falsely maintaining  
23 that RICO Defendants could mitigate the mental or emotional health consequences to children,  
24 adolescents, and teenagers, despite that RICO Defendants knew that these negative consequences  
25 were inherent to its platforms’ features and technology; (4) to deceive consumers, especially  
26 children, adolescents, and teenagers, into becoming or staying addicted to their platforms by  
27 maintaining that their platforms were not addictive or that any addictive consequences could be

1 mitigated, despite the fact that RICO defendants knew that their platforms were inherently  
2 addictive by design; (5) to deceive consumers, particularly children, adolescents, and teenagers,  
3 by claiming that they did not market to children, adolescents, and teenagers, while engaging in  
4 marketing and manipulation of their platform algorithms with the intent of causing children,  
5 adolescents, and teenagers to engage in excessive use of their platforms, regardless of the health  
6 or safety concerns; and (6) to deceive consumers about the mental and emotional health risks to  
7 children, adolescents, and teenagers associated with RICO Defendants' platforms, including that  
8 their platforms were intentionally and deliberately designed to target children, adolescents, and  
9 teenagers and to encourage excessive and harmful behavior, and that RICO Defendants had the  
10 ability to manipulate and did manipulate their platforms to be highly addictive, and that RICO  
11 Defendants targeted children, adolescents, and teenagers specifically.

12 402. The enterprise has pursued a course of conduct of deceit and misrepresentation and  
13 conspiracy to make misrepresentations to the public, to withhold from the public facts material to  
14 the decision to use or permit children, adolescents, and teenagers to use RICO Defendants'  
15 platforms, to promote and maintain sales from RICO Defendants' platforms, and the profits  
16 derived therefrom, as well as to shield themselves from public, judicial, and governmental  
17 scrutiny.

18 403. Each enterprise has engaged in, and its activities have affected, foreign and interstate  
19 commerce.

20 **Pattern of Racketeering Activity:**

21 404. RICO Defendants, each of whom are persons associated with, or employed by, the  
22 enterprise, did knowingly, willfully and unlawfully conduct or participate, directly or indirectly  
23 in the affairs of the enterprise through a pattern of racketeering activity within the meaning of 18  
24 U.S.C. § 1961(1), 1961(5), and 1962(c). The racketeering activity was made possible by each  
25 RICO Defendant's regular and repeated use of the facilities and services of the enterprise. Each  
26 RICO Defendant had the specific intent to engage in the substantive RICO violations alleged  
27 herein.

1 405.RICO Defendants controlled the resources and instrumentalities of the enterprise and  
2 used that control to perpetrate numerous misleading schemes involving the use of mail and  
3 wires. Foremost, separate and apart from their regular business dealings, RICO Defendants  
4 misled and continue to mislead the public on the mental health dangers for youth on their  
5 platforms.

6 406.RICO Defendants had the common purpose of preserving and enhancing the market  
7 for their platforms and for youth as consumers for RICO Defendants' own profits, regardless of  
8 the truth, the law, or the health consequences to the American people, including Plaintiffs'  
9 students and the communities Plaintiffs serve.

10 407.RICO Defendants deceived consumers to use RICO Defendants' platforms while  
11 concealing and/or suppressing the relevant findings and research. RICO Defendants deceived  
12 consumers, particularly parents and children, adolescents, and teenagers, by claiming that they  
13 did not market to children, adolescents, and teenagers, while engaging in marketing and  
14 manipulation of their platform algorithms with the intent of causing children, adolescents, and  
15 teenagers to engage in excessive use of their platforms, regardless of the health or safety  
16 concerns.

17 408.RICO Defendants achieved their common purpose through co-conspirators' actions  
18 in deceiving consumers, regulators, and the general public about the dangerous nature of their  
19 platforms. Through the enterprise, RICO Defendants engaged in a pattern of racketeering activity  
20 consisting of numerous acts of racketeering in the Northern District of California and elsewhere,  
21 including mail fraud and wire fraud, indictable offenses under 18 U.S.C. §§ 1341, 1343

22 409.RICO Defendants are each an enterprise that is engaged in and affects interstate  
23 commerce because the companies sold and continue to sell products across the United States, as  
24 alleged herein.

25 **Predicate Acts: Use of Mail and Wires to Mislead the Public in Violation of 18**  
26 **U.S.C. §§ 1341, 1343**

1 410.From a time unknown and continuing until the time of filing of this complaint, in the  
2 Northern District of California and elsewhere, RICO Defendants and others, known and  
3 unknown, did knowingly and intentionally devise and intend to devise a scheme and artifice to  
4 mislead, and obtain money and property from, members of the public by means of material false  
5 and misleading pretenses, representations, and promises, and omissions of material facts,  
6 knowing that the pretenses, representations, and promises, were false when made.

7 411.It was part of said scheme and artifice that the RICO Defendants would represent  
8 that their platforms pose no substantial risk of mental or emotional health concern to children,  
9 adolescents, and teenagers, and were not addictive, when in fact, their platforms did pose such  
10 risks, and that their platforms were intentionally and deliberately designed to target children,  
11 adolescents, and teenagers and encourage excessive and harmful behavior.

12 412.It was further part of said scheme and artifice that the RICO Defendants and their co-  
13 conspirators would and did maintain sales and profits of their platforms, by concealing, and  
14 suppressing material information regarding the mental and emotional health risks to children,  
15 adolescents, and teenagers associated with their usage, including that their platforms were  
16 intentionally and deliberately designed to target children, adolescents, and teenagers and to  
17 encourage excessive and harmful behavior, and that they had the ability to manipulate and did  
18 manipulate their platforms to be highly addictive, and that RICO Defendants targeted children,  
19 adolescents, and teenagers specifically.

20 413.It was also part of said scheme and artifice that, in order to conceal the health risks of  
21 their platforms, RICO Defendants and their co-conspirators would and did make false  
22 representations and misleading statements to the public, and would and did falsely represent that  
23 Defendants would fund and conduct objective, scientific research, and disclose the results of  
24 such research, to resolve concerns about mental and emotional health related issues to youth, and  
25 would and did falsely represent that Defendants did not target children, adolescents, and  
26 teenagers, and did suppress and hide adverse research results, did misrepresent and fail to  
27

1 disclose their ability to manipulate and the manipulation of their platforms and their addictive  
2 qualities, and would and did misrepresent their actions to government personnel, and others.

3 414.It was further a part of said scheme and artifice that RICO Defendants and their co-  
4 conspirators would and did misrepresent, conceal, and hide and cause to be misrepresented,  
5 concealed, and hidden, the purpose of, and acts done in furtherance of, the scheme.

6 415.It was a further part of said scheme and artifice, and in furtherance thereof, that  
7 RICO Defendants would and did communicate with each other and with their co-conspirators  
8 and others, in person, by mail, and by telephone and other interstate and foreign wire facilities,  
9 regarding the true nature of their platforms and the mental and emotional health risks to children,  
10 adolescents, and teenagers.

11 416.It was further part of said scheme and artifice that RICO Defendants' made  
12 communications directed toward government officials and to the public in furtherance of their  
13 conspiracy to deceive the public by means of telephone, mail, internet, wire transmissions, and  
14 other forms of interstate commerce and communications.

15 417.For purposes of executing and attempting to execute that scheme and artifice, RICO  
16 Defendants and their co-conspirators would and did knowingly transmit and cause to be  
17 transmitted in interstate and foreign commerce by means of wire, radio and television  
18 communication writings, signs, signals, pictures and sounds (collectively "transmissions") in  
19 violation of 18 U.S.C. §§ 1343.

20 418.For the purpose of executing and attempting to execute the scheme and artifice  
21 described herein, RICO Defendants and their co-conspirators would and did: knowingly place  
22 and cause to be placed in any post office or authorized depository for mail matter, matters and  
23 things to be sent and delivered by the United States Postal Service (and its predecessor, the  
24 United States Post Office Department); took and received therefrom such matters and things; and  
25 knowingly caused to be delivered by mail according to the direction thereon, and at the place at  
26 which it is directed to be delivered by the person to whom it is addressed, any such matter and  
27 thing, in violation of 18 U.S.C. § 1341.

1 **COUNT FIVE**

2 **CONSPIRACY TO CONDUCT THE AFFAIRS OF THE ENTERPRISE THROUGH**  
3 **A PATTERN OF RACKETEERING ACTIVITY**

4 **(18 U.S.C. § 1962)**

5 419. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

6 420. From a time unknown and continuing until the time of filing of this Complaint, in the  
7 Northern District of California and elsewhere, RICO Defendants and others known and unknown  
8 did unlawfully, knowingly and intentionally combine, conspire, confederate, and agree together  
9 with each other, and others whose names are both known and unknown, to conduct and  
10 participate, directly and indirectly, in the conduct of the affairs of the aforementioned enterprise,  
11 which was engaged in the activities of which affected, interstate and foreign commerce, through  
12 a pattern of activity consisting of multiple acts indictable under 18 U.S.C. §§ 1341 and 1343, in  
13 violation of 18 U.S.C. § 1962(d).

14 421. Each of the RICO Defendants agreed that at least two acts of racketeering activity  
15 would be committed by a member of the conspiracy in furtherance of the conduct of the  
16 enterprise. It was part of the conspiracy that RICO Defendants and their co-conspirators would  
17 commit numerous acts of racketeering activity in the conduct of the affairs of the enterprise,  
18 including but not limited to, acts of racketeering set forth below.

19 422. From a time unknown and continuing until the time of filing of this complaint, in the  
20 Northern District of California and elsewhere, RICO Defendants and others known and unknown  
21 did knowingly and intentionally devise and intend to devise a scheme and artifice to mislead, and  
22 obtain money and property from, members of the public by means of material false and mislead  
23 pretenses, representations, and promises, and omissions of material facts, knowing that the  
24 pretenses, representations, and promises, were false when made.

25 423. It was part of said scheme and artifice that the RICO Defendants would represent  
26 that their platforms pose no substantial risk of mental or emotional health concern to children,  
27 adolescents, and teenagers, and were not addictive, when in fact, their platforms did pose such

1 risks, and that their platforms were intentionally and deliberately designed to target children,  
2 adolescents, and teenagers and encourage excessive and harmful behavior.

3 424.It was further part of said scheme and artifice that RICO Defendants and their co-  
4 conspirators would and did maintain sales and profits of their platforms, by concealing, and  
5 suppressing material information regarding the mental and emotional health risks to children,  
6 adolescents, and teenagers associated with their usage, including that their platforms were  
7 intentionally and deliberately designed to target children, adolescents, and teenagers and to  
8 encourage excessive and harmful behavior, and that they had the ability to manipulate and did  
9 manipulate their platforms to be highly addictive, and that RICO Defendants targeted children,  
10 adolescents, and teenagers specifically.

11 425.It was further part of said scheme and artifice that, in order to conceal the health risks  
12 of their platforms, RICO Defendants and their co-conspirators would and did make false  
13 representations and misleading statements to the public, and would and did falsely represent that  
14 Defendants would fund and conduct objective, scientific research, and disclose the results of  
15 such research, to resolve concerns about mental and emotional health related issues to youth, and  
16 would and did falsely represent that Defendants did not target children, adolescents, and  
17 teenagers, and would and did suppress and hide adverse research results, would and did  
18 misrepresent and fail to disclose their ability to manipulate and the manipulation of their  
19 platforms and their addictive qualities, and would and did misrepresent their actions to  
20 government personnel and others.

21 426.It was a further part of said scheme and artifice that RICO Defendants and their co-  
22 conspirators would and did misrepresent, conceal, and hide and cause to be misrepresented,  
23 concealed, and hidden, the purpose of, and acts done in furtherance of, the scheme.

24 427.It was a further part of said scheme and artifice, and in furtherance thereof, that  
25 RICO Defendants would and did communicate with each other and with their co-conspirators  
26 and others, in person, by mail, and by telephone and other interstate and foreign wire facilities,  
27

1 regarding the true nature of their platforms and the mental and emotional health risks to children,  
2 adolescents, and teenagers.

3 428. It was further part of said scheme and artifice that RICO Defendants' made  
4 communications directed toward government officials and to the public in furtherance of their  
5 conspiracy to deceive the public by means of telephone, mail, internet, wire transmissions, and  
6 other forms of interstate commerce and communications.

7 429. For purposes of executing and attempting to execute that scheme and artifice, RICO  
8 Defendants and their co-conspirators would and did knowingly transmit and cause to be  
9 transmitted in interstate and foreign commerce by means of wire, radio and television  
10 communication writings, signs, signals, pictures and sounds (hereinafter "transmissions") in  
11 violation of 18 U.S.C. § 1343.

12 430. For the purpose of executing and attempting to execute the scheme and artifice  
13 herein described, RICO Defendants and their co-conspirators would and did: knowingly place  
14 and cause to be placed in any post office or authorized depository for mail matter, matters and  
15 things to be sent and delivered by the United States Postal Service (and its predecessor, the  
16 United States Post Office Department); took and received therefrom such matters and things; and  
17 knowingly caused to be delivered by mail according to the direction thereon, and at the place at  
18 which it is directed to be delivered by the person to whom it is addressed, any such matter and  
19 thing, in violation of 18 U.S.C. § 1341.

20 **VII. PRAYER FOR RELIEF**

21  
22 WHEREFORE, Plaintiff prays for judgment as follows:

23 431. Entering an Order that the conduct alleged herein constitutes a public nuisance  
24 under California law;

25 432. Entering an Order that Defendants are jointly and severally liable;

26 433. Entering an Order requiring Defendants to abate the public nuisance described  
27 herein and to deter and/or prevent the resumption of such nuisance;

28 Complaint

1 434. Enjoining Defendants from engaging in further actions causing or contributing to  
2 the public nuisance as described herein;

3 435. Awarding equitable relief to fund prevention education and treatment for  
4 excessive and problematic use of social media;

5 436. Awarding actual and compensatory damages;

6 437. Awarding statutory damages in the maximum amount permitted by law;

7 438. Awarding reasonable attorneys' fees and costs of suit;

8 439. Awarding pre-judgment and post-judgment interest; and

9 440. Such other and further relief as the Court deems just and proper under the  
10 circumstances.

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**VIII. JURY TRIAL DEMAND**

Plaintiff hereby demands a trial by jury.

DATED: April 12, 2023

Respectfully Submitted,

/s/James Frantz, Esq.  
CA Bar # 87492;  
jpf@frantzlawgroup.com

/s/William B. Shinoff, Esq.  
CA Bar # 280020;  
wshinoff@frantzlawgroup.com

FRANTZ LAW GROUP, APLC  
402 W. Broadway, Ste. 860  
San Diego, CA 92101  
P: (619) 233-5945  
F: (619) 525-7672

*Attorneys for Plaintiff*  
SAN RAMON VALLEY UNIFIED SCHOOL  
DISTRICT



# Frantz Law Group, APLC

Social Media Litigation

# Social Media Litigation: Everything You Need to Know

Over the past three years, Frantz Law Group attorneys and staff have been working tirelessly representing nearly 1,000 school districts across the country against JUUL Labs, Altria and other named defendants to hold them accountable for the youth vaping epidemic that is impacting our nation. As a result of our efforts, along with other law firms, a proposed settlement was reached with JUUL Labs and its Founders, Directors and Board Members in December 2022. You can read further about this proposed settlement:

[JUUL agrees to pay \\$1.2 billion in youth-vaping settlement - Bloomberg News | Reuters](#)

Despite the proposed settlement with JUUL Labs, Inc. et al., we continue our litigation against Altria and other defendants for the vaping epidemic. There is another challenge being faced by school districts that needs to be addressed now: the mental health crisis of students that has been caused by social media companies. We see children constantly using these platforms, at home and at school, often to the point of developing a severe addiction. Inadequate age verification measures, insufficient parental controls, targeted algorithms, constant notifications and endless scrolling have been designed to addict students.

The United States Surgeon General has declared a national advisory on the youth mental health crisis, blaming social media, in part, for the growing number of youths experiencing depression, anxiety, and other mental health challenges. You can read the full report [HERE](#). The CDC National Youth Risk Behavior Survey found that the rate of teen depression rose by more than 60% between 2011 and 2018.

# Social Media Litigation: Everything You Need to Know

Frantz Law Group has commenced litigation on behalf of public entities, such as school districts, against Meta, TikTok, Snap, and YouTube as well as other social media companies. This lawsuit alleges that these companies have caused a mental health crisis among children and teenagers that is marked by higher proportions of anxiety, depression and thoughts of self-harm, all of which severely affect their ability to succeed in school.

Many children and teenagers spend an inordinate amount of time scrolling through Meta, Instagram, TikTok and other social media platforms, where they are subjected to often harmful and exploitative content that encourages disordered eating, unhealthy social comparison and cyberbullying.

As a result of this harmful content, students are experiencing anxiety, depression, and other mental health issues. Students performing worse in school, are less likely to attend school, are more likely to engage in substance use and to act out somewhat violently, all of which affects a public entity's ability to fulfill its educational mission.

# **How will filing a lawsuit against social media companies benefit your public entity?**

Suing social media companies provides public entities the opportunity to recover financial reimbursement for the expenses the public entities have incurred because of the youth mental health crisis. Some entities have spent thousands of dollars, countless hours, and other important resources to implement or adjust their methods of supervising students, disciplining student behavior, and assisting addicted students who are constantly accessing social media platforms on school property. Even if your public entity has not yet expended substantial resources to deal with this problem, investigating claims and potentially filing a lawsuit can assist to obtain the “future damages” to mitigate the social media-caused mental health crisis present in your public entity.

Beyond the opportunity for financial recovery, public entity participation in this litigation is critical. Social media companies have targeted children with addictive and harmful products that feature no warnings or instructions for safe usage. Public entities have been especially impacted and are in a unique position to take a stand against this misconduct. Public entities joining together in this litigation will play a pivotal role in holding social media companies accountable and sending the message to these companies that profits should not be prioritized at the expense of children’s health and safety. Social media companies need to be held accountable for the harm they are causing and should provide schools with financial resources to mitigate this mental health crisis on the front lines.



## Frantz Law Group has trial-tested their extensive experience securing landmark verdicts and settlements\*

- **\$13.5 billion** -against Pacific Gas & Electric (PG&E) in 2020 on behalf of thousands of victims harmed in the 2017 and 2018 Northern California wildfires (Frantz Law Group represents 4,500 clients of approximately 40,000 victims). Mr. Frantz played an integral role in obtaining this landmark settlement.\*\*
- **\$1.8 billion**-against Southern California Gas Company in 2021 (Frantz Law Group represents 8,202 clients of approximately 35,000 victims)\*\*
- **\$1.2 billion**-pending settlement against JUUL Labs, Inc. in December 2022 (Frantz Law Group represents nearly 1,000 clients of 1,400 school districts)\*\*
- **\$800 million**-against MGM Resorts International on behalf of victims of the 2017 Las Vegas Shooting at Mandalay Bay (Frantz Law Group represented 201 clients of approximately 586 victims). Mr. Frantz played a very important part in achieving this historic settlement.\*\*
- **\$580 million**-catastrophic injury/wrongful death in various types of personal injury claims and tractor trailer crashes

*\*Results in other matters do not constitute a guarantee, warranty, or prediction of the outcome of your legal matter. Results are dependent on the facts of each case, and the results may vary based on different facts.*

*\*\*This is the amount recovered by all victims as part of a collective settlement. Under the settlement terms, each plaintiff's recovery is determined based on various factors. These amounts are not the totals recovered by Frantz Law Group clients.*

*James P. Frantz, Esq. approves the content of this document.*

# Frantz Law Group Social Media Litigation Attorneys



James P. Frantz's 43 years of legal experience includes litigating catastrophic injury claims, tractor-trailer collisions, amusement park accidents, products liability, motorcycle, and automobile collisions, aviation accidents, fire and explosion related injuries and wrongful death claims, mass transit accidents, construction accidents, industrial accidents, complex business disputes, class actions, and mass torts. Mr. Frantz currently serves on the Plaintiffs' Steering Committee for the Porter Ranch Gas Leak litigation (one of the largest mass tort lawsuits in U.S. history), as well as the Plaintiffs' Steering Committee in the wildfire litigation against Pacific Gas & Electric (PG&E) and Southern California Edison (SCE).

The Daily Transcript honored Mr. Frantz as one of the Top 10 Attorneys. Mr. Frantz has been nominated for Top Attorneys in the insurance and personal injury category 2010 – 2023. Mr. Frantz has also been honored as a Super Lawyer and Tier One Best Lawyers of America for 15 consecutive years.

Mr. Frantz is a cum laude graduate of the University of California at Santa Barbara and a graduate of Thomas Jefferson School of Law. He represented the San Diego County Bar Association as a Delegate to the State Bar of California and has served as a Special Master for the State Bar of California for the past 30 years. He has also been an Arbitrator for 30 years. He is a Master of the William B. Enright Chapter of the American Inns of Court. He is a Fellow and Associate of the prestigious American Board of Trial Advocates and is AV rated by Martindale-Hubbell.

- **\$55.4 million jury verdict\***-awarded to the families of four Marines who were killed as a result of the negligence of San Diego Gas & Electric Utility (no pre-trial offer was made by defendants).
- **\$223 million jury verdict\***-awarded in a professional negligence case (top pretrial offer was \$100,000).
- **\$18.5 million verdict\***- Mr. Frantz's expertise was sought by Congress where he testified as a product liability expert with respect to the litigation he prosecuted against a drug manufacturer in which he won (with co-counsel) an \$18.5 million verdict. Within months of Mr. Frantz's congressional testimony, the product was banned by the federal government due to significant safety concerns.

*\*Reduced and appealed; resolved for a confidential amount*

# Frantz Law Group Social Media Litigation Attorneys



William Shinoff is a trial lawyer at Frantz Law Group and specializes in litigating complex litigation and mass tort cases on behalf of public entities across the country. Mr. Shinoff attributes his love and passion for the courtroom to his family roots in the legal profession. Prior to joining Frantz Law Group, Mr. Shinoff represented School Districts and Public Entities throughout Southern California at one of the premier Public Entity law firms in Southern California. During his nine years representing public entities, Mr. Shinoff litigated matters in both state and federal court throughout California. Currently, Mr. Shinoff is the lead attorney for Frantz Law Group representing nearly 1000 public entities across the country against Juul Labs, Inc. and Altria in youth vaping litigation.

Mr. Shinoff's unique defense background enables him to deal with large corporate entities and big insurance companies and navigate through the smoke and mirrors of insurance company Bureaucracy. Mr. Shinoff strives to take a hands-on approach with his clients and makes sure they are completely satisfied and comforted throughout the litigation process.

Mr. Shinoff began his undergraduate studies at the University of Miami, Florida and completed his education at the University of Victoria, British Columbia where he obtained a bachelor's degree. Following university, he graduated cum laude from California Western School of Law where he was an associate editor on the Law Review Journal. He is admitted to practice law in California and Texas.

# Frantz Law Group Social Media Litigation Attorneys



Regina Bagdasarian graduated magna cum laude from California Western School of Law where she served as Editor in Chief of California Western Law Review. Recognized for her excellence in legal research and writing, Ms. Bagdasarian served as an editor and researcher for an amicus curiae (friend of the court) brief submitted to the United States Supreme Court regarding the Alien Tort Statute and Torture Victims Protection Act. Ms. Bagdasarian was also a member of the Moot Court Appellate Team where she was recognized for expertise in written and oral advocacy.

In her current practice, Ms. Bagdasarian focuses on complex matters involving nuanced analysis and application of the law. She is committed to zealous advocacy on behalf of the firm's clients.

Prior to attending law school, Ms. Bagdasarian worked extensively in product development, marketing, and international brand management. This unique combination of legal training and business experience provides Ms. Bagdasarian with both the legal acumen and practical experience with which to assess legal issues and implement strategies for success. Ms. Bagdasarian brings a combination of creativity, tenacity, intellectual curiosity, and attention to detail to every client and case.

# Frantz Law Group Social Media Litigation Attorneys



Ed Chapin is an accomplished trial lawyer, who during his illustrious legal career, he has taken upwards of 100 cases to trial in federal and state courts.

Recent noteworthy trials in which Ed was the lead counsel include a civil lawsuit, where 22 female plaintiffs across the U.S. alleged the website's owners, operators and associated businesses exploited them after answering modeling advertisements on Craigslist. Ed and his team obtained a \$20 million plus award after a 99-day bench trial in California Superior Court.

In 2018, Ed obtained a \$5.4 million jury verdict and award of attorney fees for Beth Burns, the winningest women's basketball coach in San Diego State University's history. Ed's litigation acumen in this public jury trial that focused on SDSU's Title IX violations highlights how even the most powerful institutions can be made to take responsibility for the damage they cause to individual's careers and overall wellbeing.

Previously, Ed was lead counsel for the chemical manufacturer involved in the noteworthy toxic tort litigation featured in the academy award winning movie, the *Erin Brockovich Story*. This case involved over 4,000 plaintiffs who claimed personal injury and wrongful death attributed to exposure to toxins at 3 sites in southern and central California.

# Frantz Law Group Social Media Litigation Attorneys



Prior to joining Frantz Law Group, George Stiefel III was trusted with advising the top judges in the State of New York. He clerked at New York's highest court, the Court of Appeals, for two years, gaining valuable insight into the thinking process of judges. Prior to that, he clerked at the New York State Supreme Court, Appellate Division. After clerking, Mr. Stiefel joined the New York State Executive Chamber and was quickly appointed as Freedom of Information Law Counsel, a senior staff position in the Governor's office.

These prior experiences have uniquely armed Mr. Stiefel with substantial knowledge and experience in a broad array of many substantive areas of law and a diverse set of skills. He has successfully parlayed these skills and experience to private civil litigation practice. He takes pride and passion in assisting the firm's clients in obtaining a successful resolution of their claims through trial or settlement. His law and motion skills are unparalleled.

# Frantz Law Group Social Media Litigation Attorneys



Jade S. Koller is a trial attorney at Frantz Law Group with extensive civil litigation experience including catastrophic personal injury, wrongful death, fiduciary disputes, contract disputes, and mass tort cases. Ms. Koller plays an integral role in representing public entities across the United States in the JUUL multidistrict litigation. Ms. Koller also spent several years defending major insurance companies in personal injury matters, which provides her a full perspective into the litigation process on both sides.

Ms. Koller graduated from the University of Kentucky where she received a B.A. in Political Science, and she received her law degree from Washington University in St. Louis Law School. Ms. Koller is licensed in California, Illinois, Missouri, and Kentucky.

# Frantz Law Group Social Media Litigation Attorneys



Kristina Aghazaryan is an attorney at Frantz Law Group. Frantz Law Group specializes in litigating complex catastrophic personal injury, wrongful death, and mass tort cases. Ms. Aghazaryan was instrumental in the JUUL Vaping Litigation in which Frantz Law Group represented nearly 1,000 School Districts and Public Entities.

Kristina has a B.A. from the University of California, Irvine, where she majored in Psychology and Social Behavior. She received her J.D. from Thomas Jefferson School of Law in San Diego, California. During her time in law school Kristina was the President of the Student Bar Association and Chair of Moot Court Honor Society.

# **Social Media Litigation FAQ's**



# Frequently Asked Questions

- What legal claims do public entities have against social media companies?

Cases against social media companies involving public entities are based on a cause of action, this is, legal theory known as “public nuisance”. Public nuisance allows both government and private entities to hold companies liable for unique damages incurred as a result of the companies’ conduct. This cause of action has been successfully utilized by government and private entities to redress several similar public health epidemics, most notably the JUUL e-cigarette epidemic, current opioid crisis, and the original tobacco litigation in the 1990’s. Social media companies have caused a youth mental health crisis that has significantly impacted schools. Utilizing the public nuisance liability theory allows public entities to hold social media companies accountable for their conduct and the damage caused.

- How much of our staff’s time will this take up?

This is difficult to predict with certainty, but we anticipate minimal inconvenience and interruption. We understand that your school administrators are extremely busy, so we will do everything we can to make this process as efficient as possible. Because we anticipate your case may be consolidated in the Multidistrict Litigation (MDL) for pre-trial coordination, most of the litigation efforts will focus on issues common to all litigants. There will be some case-specific discovery in the MDL, but that would be mostly in the form of written discovery and document production. Given the expected large number of cases filed in MDL, the number of cases selected for more in-depth discovery and trials is usually relatively small. However, if your case is selected for trial, more in-depth discovery would occur in the form of depositions of key administrators.

- What are the costs/risks for public entities participating in this litigation?

Frantz Law Group will work on a contingency fee basis, meaning you are not required to pay any legal fees or expenses unless there is a financial compensation. All expenses associated with pursuing this claim will be advanced by the legal team. If there is a recovery Frantz Law Group will be reimbursed for expenses and fees out of the amount of recovery. If the case is not successful, the public entity will not owe Frantz Law Group for any legal fees or expenses whatsoever.

# Additional Resources to Review

US Senators blast Big tech and called for the passage of federal legislation to regulate tech platforms in the midst of a mental health crisis among young Americans.

[Senators blast Big Tech companies over kids' safety amid renewed push for legislation - CNN](#)

Frantz Law Group contract was approved to provide services in connection to pursuing claims for damages associated with social media litigation.

[HPS to offer open campus with restrictions | News | tahlequahdailypress.com](#)

Former Meta product manager testifies before congress and reveals internal research by Meta that shows the company was aware of how harmful their programs are to the mental health of child users, teenage girls in particular.

[Frances Haugen Written Testimony.pdf \(mcusercontent.com\)](#)

Fourteen-year-old Adriana Kuch could not bear the humiliation after she was attacked inside her New Jersey high school and the clip of the assault was posted to TikTok.

[After Teen's Suicide, a New Jersey Community Grapples With Bullying \(yahoo.com\)](#)

# Social Media Litigation

We would be honored to represent your public entity in this matter.

**Please review and sign up by using our electronic Sign-Up Packet:**

[FLG Social Media Litigation](#)





# Frantz Law Group

A Professional Law Corporation  
TRIAL ATTORNEYS



## FRANTZ LAW GROUP, APLC

Email: [socialmedia@frantzlawgroup.com](mailto:socialmedia@frantzlawgroup.com)

Web: [www.frantzlawgroup.com](http://www.frantzlawgroup.com)

Toll free: 855-735-5945

Fax: 619-525-7672

SANTA ROSA  
Fountaingrove Center  
3558 Round Barn Blvd  
Suite 215  
Santa Rosa, CA 95403  
Ph: (707) 236-631

CHICO  
527 Flume Street  
Suite 5  
Chico, CA 95928  
Ph: (530) 423-6774

SAN FRANCISCO  
Providian Financial  
Building  
201 Mission Street  
12th Floor  
San Francisco, CA  
94105

BAKERSFIELD  
Cal Twin Towers  
4900 California Ave.  
Tower B, 2nd Floor  
Bakersfield, CA 93309  
Ph: (661) 469-4612

SAN DIEGO  
Emerald Plaza  
402 West Broadway  
Suite 860  
San Diego, CA 92101  
Ph: (619) 233-5945  
Fax: (619) 525-7672  
Toll Free: (855) 735-5945

LOS ANGELES  
Century Plaza  
2029 Century Park E  
Suite 400  
Los Angeles, CA 90067  
Ph: (323) 425-8138

SACRAMENTO  
428 J Street  
4<sup>th</sup> Floor  
Sacramento, CA 95814  
Ph: (916) 492-6059

RIVERSIDE  
Turner Riverwalk  
11801 Pierce Street  
Suite 200  
Riverside, CA 92505  
Ph: (951) 225-4097

VENTURA  
Barrister Executive Suites,  
INC.  
1500 Palma Dr.  
Ventura, CA 93003  
Ph: (805) 586-3605

SANTA BARBARA  
Santa Barbara Office  
7 West Figueroa Street  
Santa Barbara, CA 93101  
Ph: (805) 586-2412

FRESNO  
River Bluff  
8050 N. Palm Ave.  
Fresno, CA 93711  
Ph: (559) 400-7177

ST. HELENA  
Offices at Southbridge  
1030 Main Street  
Suite 212  
St. Helena, CA 94574  
Ph: (707) 236-6316

HAWAII  
7 Waterfront Plaza  
500 Ala Moana Blvd.  
Suite 400  
Honolulu, HI 96813  
Ph: (808) 354-0112