

**GMSD Board Business Meeting**  
**July 27, 2021 6:00 PM**  
Board Room, GMSD Office

1. Call to Order
2. Moment of Silence
3. Pledge of Allegiance
4. Approval of Agenda
5. Recognition and Awards
6. REPORTS
  - 6.A. TLN Update (Tennessee Legislature)
  - 6.B. Chairman's Report
  - 6.C. Superintendent's Report
7. Citizens to be heard
8. CONSENT AGENDA
  - 8.A. Approval of the Minutes
  - 8.B. GBOE Resolution - 1/2021-2022
  - 8.C. Revision of Policies - Second Reading
  - 8.D. Revision of Policies - First Reading
  - 8.E. Miscellaneous FY21-22 Budget Amendments # 2,3 &4
9. BOARD ACTION ITEMS
  - 9.A. Approval of Pearson Contract
  - 9.B. Change Order #1 for the Houston Middle School Addition Project
  - 9.C. GBOE Resolution 2/2021-2022
10. Announcements
11. Adjournment

**Germantown Board of Education**  
**TLN Report (July 27, 2021)**

Last month, the Tennessee Department of Education announced \$4.5 million in Grow Your Own grants, which establish partnerships between Educator Preparation Providers and school districts. These grants are designed to foster partnerships to provide innovative, no-cost pathways to the teaching profession. GMSD is a Grow Your Own district and has several teachers and assistants pursuing endorsements and certification through the program.

Additionally, several new education-related laws took effect earlier this month. Those laws include:

- a ban on textbooks or instructional materials marketed or created to align exclusively with Common Core;
- a grant of civil immunity to teachers and school staff using reasonable force to maintain order;
- an unfunded authorization for districts to equip schools with bleeding control kits;
- a requirement that districts sharing information regarding state vaccination requirements also share information regarding exemptions from those requirements;
- revisions to an earlier law clarifying the situations in which students with special needs can be placed in isolation or physical restraints; and
- a requirement that districts provide links on their websites where information on textbooks and other instructional materials can be found.

In federal news, the Department of Education is seeking an increase in federal funding for education, including an increase in discretionary spending for various Department programs. According to the Secretary of Education, over the last decade, federal investment in elementary and secondary education has grown at just 1% annually.

Additionally, last month the federal Department of Education released a notice of interpretation stating, in light of last year's Supreme Court ruling in *Bostock v. Clayton County*, that for purposes of Title IX (the federal law prohibiting sex discrimination in education), sex discrimination includes discrimination based on sexual orientation and gender identity. This is a change in the Department's position and could result in conflicts with legislation recently passed in several states.

In legal news, the United States Supreme Court recently decided *Mahanoy Area School District v. B.L.*, a First Amendment case addressing students' off-campus free speech rights. The Court declared schools do have the power to punish students for speech occurring online or off campus if it substantially disrupts school, but found the student's particular speech in this case did not rise to that level.



**GBOE RESOLUTION 1/2021-2022**

**A RESOLUTION OF THE GERMANTOWN MUNICIPAL SCHOOL DISTRICT  
ADOPTING THE SHELBY COUNTY HAZARDS  
MITIGATION PLAN**

**WHEREAS**, the Germantown Municipal School District, in Germantown, Tennessee recognizes the potential threat that natural and technological hazards pose to persons and property;  
AND

**WHEREAS**, the act of undertaking hazards mitigation actions prior to disaster occurrence will reduce the potential for personal harm and the destruction of property, thereby saving taxpayer dollars; AND

**WHEREAS**, the adoption by Germantown Municipal School District of a hazards mitigation plan is required as a condition of receiving future grant funding for mitigation projects.

**NOW, THEREFORE, BE IT RESOLVED** by the Germantown Municipal School District of Germantown, Tennessee, that the Germantown Municipal School District hereby adopts the Shelby County Hazards Mitigation Plan as an official plan.

**BE IT FURTHER RESOLVED** that the Germantown Municipal School District authorizes the Shelby County Office of Preparedness Emergency Management Agency, on behalf of Germantown Municipal School District, as well as other municipalities and school districts located within Shelby County, to submit the adopted Hazards Mitigation Plan to Federal Emergency Management Agency officials for final review and approval.

**THIS RESOLUTION** is adopted as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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**Amy Eoff**  
**Chairman**  
**Germantown Board of Education**

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**Jason Manuel**  
**Superintendent**  
**Germantown Municipal School District**

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in May</b>	Descriptor Term: <b>Student Board Representative</b>	Descriptor Code: <b>1.102.1</b>	Issued Date: <b>07/27/21</b>
		Rescinds:	Issued:

1 The Board recognizes the value of communicating with students and considering their ideas and  
2 perspectives regarding the educational program. The Board also believes in supporting student  
3 leadership and fostering interest in public service. In order to facilitate student input and involvement,  
4 the Board establishes an advisory, non-voting Student Board Representative position.

5  
6 Student Board Representative will be selected by the Houston High School principal or his/her  
7 designee after an application process and shall serve a one-year term. S/he shall be a current Houston  
8 High School student in good standing entering his/her junior or senior year. **In order to receive a**  
9 **diversity of opinions and perspective, the children of GMSD Staff and Board Members are not**  
10 **preferred.**

11  
12 The Board may remove a Student Board Representative during the term if s/he becomes ineligible or  
13 fails to fulfill his/her responsibilities. In the event of a vacancy prior to the expiration of the term, an  
14 alternate will be appointed by the Houston High School principal.

15  
16 Student Board Representative will:

- 17 • Attend all regularly scheduled, monthly board work sessions and business meetings.
- 18 • Contribute to board discussion by being prepared for meetings and providing student insight  
19 and perspective.
- 20 • Report to students about the work of the board and district activities.
- 21 • Give a report to the Board at the end of the year regarding the experience of serving and  
22 provide any appropriate information that may help to improve the effectiveness of such  
23 service.
- 24 • Act and dress, while serving, in a manner consistent with other school board members and in  
25 accordance with the school board Code of Ethics.
- 26 • Maintain his/her status as a student in good standing during his/her term of service.

27  
28 Student Board Representative may:

- 29 • Attend some board special events and meetings after consultation with the **Board Chairman,**  
30 and if scheduling allows.
- 31 • Present a report at regular meetings regarding student activities in the district.
- 32 • Be appointed to committees of the Board.

33  
34 Student Board Representative will NOT:

- 35 • Make motions, second motions, or vote.
- 36 • Attend executive sessions.
- 37 • Hold board offices.

- 1           • Participate in board discussions or receive board materials concerning topics such as, but not  
2           limited to sensitive personnel matters, legal action strategy, negotiations strategy, individual  
3           student discipline, or other confidential matters as deemed necessary by the Board.  
4           • Receive compensation for their service to the school board.

5  
6

7   The Board will:

- 8           • Ensure that the Student Board Representative receives training and monthly materials needed to  
9           satisfactorily serve.  
10          • Consider, respectfully, the Student Board Representative's positions and recommendations as  
11          one element of its decision-making process.

12

# Germantown Municipal School District

Monitoring:  <b>Review: Annually, in January</b>	Descriptor Term: <h2 style="text-align: center;">Separation Practices for Non-Tenured Teachers</h2>	Descriptor Code: <h3 style="text-align: center;">5.201</h3>	Issued Date: <span style="background-color: yellow;">07/27/21</span> 2/20/18 09/18/17
		Rescinds: <h3 style="text-align: center;">5.201</h3>	Issued: <h3 style="text-align: center;">05/16/16</h3>

1    **SUSPENSION PENDING AN INVESTIGATION<sup>1</sup>**

2    The Superintendent may suspend a teacher at any time that may seem necessary, pending investigation  
 3    or final disposition of a case before the board or an appeal. If the matter under investigation is not the  
 4    subject of an ongoing criminal investigation or a department of children’s services investigation, and if  
 5    no charges for dismissal have been made, a suspension pending investigation shall not exceed ninety  
 6    (90) days in duration. Under no circumstances shall the Superintendent suspend a non-tenured teacher  
 7    with pay. If vindicated or reinstated, the non-tenured teacher shall be paid full salary for the period of  
 8    suspension.

9    **SUSPENSION OF THREE DAYS OR LESS<sup>2</sup>**

10    A Superintendent/designee may suspend a teacher for incompetence, inefficiency, neglect of duty,  
 11    unprofessional conduct and insubordination. Before an employee is suspended he/she shall be: (1)  
 12    provided with written notice, including the reasons for the suspension along with an explanation of the  
 13    evidence; (2) given an opportunity to respond to the director at a recorded conference, if requested  
 14    within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both  
 15    parties may be represented by counsel at the conference, which shall be recorded.

16    **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS<sup>2</sup>**

17    The Superintendent may dismiss or suspend for more than three days any non-tenured teacher during  
 18    the contract year for incompetence, inefficiency, insubordination, improper conduct, or neglect of duty  
 19    after giving the non-tenured teacher, in writing, due notice of the charges.

20    The Superintendent shall give the non-tenured teacher an opportunity for a full and complete hearing  
 21    before an impartial hearing officer.

22    The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will  
 23    hear the case and the employee shall have the right to:

- 24            1. Be represented by counsel;

- 1           2. Call and subpoena witnesses;
- 2           3. Examine all witnesses; and
- 3           4. Require that all testimony be given under oath.

4 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to  
5 the affected employee within ten (10) working days following the close of the hearing. The employee  
6 may appeal the decision to the Board within ten (10) working days of the hearing officer rendering the  
7 written decision to the employee. Written notice of appeal to the Board shall be given to the  
8 Superintendent. Within twenty (20) days of receipt of notice, the Superintendent shall prepare a copy  
9 of the proceedings, transcript, documentary and other evidence presented and provide the Board a copy  
10 of the same. The Board shall hear the appeal. No new evidence shall be introduced. The non-tenured  
11 teacher may appear in person or be represented by counsel and argue why the decision should be  
12 modified or reversed. The Board shall take one of the following actions:

- 13           1. Sustain the decision;
- 14           2. Send the record back if additional evidence is necessary; or
- 15           3. Revise the penalty or reverse the decision.

16 Before any decision to dismiss is made, a majority of the membership of the Board shall concur in  
17 sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days  
18 after the conclusion of the hearing.

19 The Superintendent shall also have the right to appeal any adverse ruling by the Hearing Officer in the  
20 same manner as the non-tenured teacher.

21 Within twenty (20) days after receipt of notice of the decision of the Board, either party may appeal to  
22 the chancery court in the county where the school system is located. The Board shall provide the entire  
23 record of the hearing to the court.

## 24 **NONRENEWAL**

25 Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of  
26 employment enjoyed by tenured teachers except that they have no claim upon continuing employment  
27 or tenure protections.

28 The principal is responsible for discussing deficiencies as part of the evaluation process with the non-  
29 tenured teacher and providing assistance for overcoming these deficiencies.

30 The Superintendent is under no obligation to re-employ non-tenured teachers at the end of their  
31 contract period. If the Superintendent determines not to renew the contract of a non-tenured teacher,<sup>1</sup>

1 the following action shall be taken:

- 2 1. The Board shall be notified at the next regular board meeting; and
- 3 2. ~~Written notice of non-renewal shall be hand delivered or sent to the employee by registered~~  
4 ~~mail so that it will be received by the employee within five (5) business days following the~~  
5 ~~last instructional day for the school year.~~<sup>3</sup> Written notice of non-renewal shall be sent to  
6 the teacher within five (5) business days following the last instructional day for the school  
7 year. "Last instructional day" means the last day of the school year on which students are  
8 required to report to school. Written notice shall be sent by the Superintendent to the  
9 teacher by certified mail or overnight carrier to the teacher's physical mailing address on  
10 record with GMSD or transmitted via electronic mail to the email address used by GMSD  
11 to communicate with the teacher.<sup>3</sup>  
12

### 13 RESIGNATION

14 A teacher shall give the Superintendent notice of resignation at least thirty (30) days before the  
15 effective date of the resignation.<sup>4</sup> The Board may waive the thirty (30) days notice requirement and  
16 permit a teacher to resign in good standing.

17 The conditions under which it is permissible to break a contract with the Board are as follows:

18 The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement  
19 of a physician approved by the Board;

- 20 1. The incapacity on the part of the teacher to perform the contract as evidenced by the  
21 certified statement of a physician approved by the Board;
- 22 2. The drafting of the teacher into Military Service by a Selective Service Board; OR
- 23 3. The release by the Board of the teacher from the contract which the teacher has entered into  
24 with the Board.

25 Any teacher on leave shall notify the Superintendent in writing at least thirty (30) days prior to the date  
26 of return if the teacher does not intend to return to the position from which he/she has taken leave.  
27 Failure to render such notice may be considered a breach of contract.<sup>5</sup>

28 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with  
29 the ~~Commissioner~~ State Board of Education and request the suspension of a teacher's certificate. After  
30 the ~~Commissioner~~ State Board of Education has provided the teacher an opportunity for defense during  
31 a hearing, the ~~Commissioner~~ State Board of Education may suspend the certificate for no less than  
32 thirty (30) and no more than three hundred sixty-five (365) days.<sup>6</sup>

## 1 RETIREMENT

2 Retirement shall mean a termination of services under conditions which will allow the employee to  
3 draw benefits from retirement plans and/or social security benefits.

4 Employees eligible for retirement benefits may elect to retire at any age according to the provisions of  
5 the retirement system.

6 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the  
7 responsibility of the retiring employee to provide verification of eligibility in writing from TCRS to the  
8 central office. It shall be the responsibility of the retiring employee to file for benefits.

9 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year  
10 without loss of retirement benefits.<sup>7</sup>

11 Retired teachers may substitute one-hundred twenty (120) days per year without loss of retirement  
12 benefits and may substitute for additional days if the Director of Schools certifies in writing to the  
13 division of retirement that no other qualified personnel are available to substitute teach.<sup>8</sup>

14 The Superintendent may employ teachers retired for at least one year for full-time employment as a  
15 kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost  
16 or suspended under certain conditions, which include but are not limited to the following:<sup>9</sup>

- 17 1. The Superintendent of the employing system must certify in writing that no other qualified  
18 individuals are available to fill the position;
- 19 2. The Commissioner of Education must certify that the employing school system serves an  
20 area that lacks qualified teachers to serve in the position to be filled;
- 21 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 22 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue  
23 leave or receive medical insurance coverage; and
- 24 5. The salary paid to the retired member shall not be less than the rate of compensation set by  
25 the Board for teachers with no experience filling similar positions, nor more than eighty-  
26 five percent (85%) of the rate of compensation set by Board for teachers with comparable  
27 training and years of experience filling similar positions.

## 29 REPORTING

30 It is the responsibility of the Superintendent to report to the State Board of Education licensed  
31 educators and individuals teaching on a temporary permit who have been suspended or dismissed, or  
32 who have resigned, following allegations of misconduct, including sexual misconduct; provided that

1 the misconduct and/or sexual misconduct was of such a nature that if substantiated, would warrant  
2 consideration for license suspension, revocation, or formal reprimand by the State Board of Education.  
3 The report shall be submitted within 30 days of the suspension, dismissal, or resignation.

4 The Superintendent shall also report to the State Board of Education, licensed educators and  
5 individuals teaching on a temporary permit who have received felony convictions and convictions for  
6 any offense listed in State law, State Board Rules or Policies as constituting grounds for automatic  
7 license revocation or automatic permanent revocation. The report shall be submitted within 30 days of  
8 receiving knowledge of the conviction.<sup>9</sup>

9

10 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*  
11 *does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of*  
12 *non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this*  
13 *policy.)*

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Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(GG); TCA 49-5-512(d)
3. TCA 49-5-409
4. TCA 49-5-508
5. TCA 49-5-706
6. TCA 49-5-411(b); Public Acts of 2021, Chapter No. 493
7. TCA 8-36-821
8. Public Acts of 2017, Chapter No. 287
9. TRR/MS 0520-02-03-.09(2); TCA 49-5-417©; Public Acts of 2021, Chapter No. 211

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Cross References

Recommendations and File Transfers 5.203

# Germantown Municipal School District

Monitoring:  <b>Review: Annually, in March</b>	Descriptor Term:  <h2 style="text-align: center;">Physical Assault Leave</h2>	Descriptor Code: <b>5.307</b>	Issued Date: <b>07/**/21</b>
		Rescinds:	Issued: <b>05/05/14</b>

1 A teacher who is absent from assigned duties as a result of personal injury caused by physical assault or  
 2 other violent criminal acts committed in the course of the teacher's employment duties shall receive  
 3 workers' compensation or comparable benefits without loss of accumulated or granted sick, personal, or  
 4 professional leave.<sup>1</sup>

5 The school system shall continue to pay the teacher's full benefits including, but not limited to health  
 6 insurance benefits, until the earlier of the date on which the teacher is released by the teacher's physician  
 7 to return to work or the date on which the teacher is determined by the teacher's physician to be  
 8 permanently disabled from returning to work.<sup>2</sup> "Full benefits," as used in this section means the benefits  
 9 the teacher was receiving from GMSD when the teacher was placed on leave due to the teacher's personal  
 10 injury. "Full benefits," as used herein does not include the teacher's full salary.

11 A signed statement listing the cause of the absence shall be provided by the employee on forms  
 12 furnished by the director of schools and shall promptly be given to the immediate supervisor in support  
 13 of all claims. A certificate from the physician on forms furnished by the director of schools may also  
 14 be required to verify the extent of the injury.<sup>3</sup>

15

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Legal References

1. TCA 49-5-714(a)
2. TCA 49-5-714(b)
3. TRR/MS 0520-01-02-.04(5)(b)

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Cross References

- Worker's Compensation 3.602  
 Long Term Leaves of Absence 5.304

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Board Member Development Opportunities</b>	Descriptor Code: <b>1.204</b>	Issued Date: <b>08/**/21</b>
		Rescinds:	Issued: <b>12/02/13</b>

1 The Board shall participate in activities designed to assist board members in improving their skills  
2 as members of a policy-making body.

3 In order to control both the investment of time and funds necessary to implement this policy, the  
4 Board establishes these principles and procedures for its guidance:

- 5 1. Funds for participation at such meetings shall be budgeted on an annual basis. The Board as  
6 a whole shall retain the authority to approve or disapprove the participation of members in  
7 planned activities;
- 8 2. Reimbursement to board members for their travel expenses shall be in accord with the travel  
9 expense policy for staff members;<sup>1</sup>
- 10 3. When a conference, convention or workshop is not attended by the full Board, those  
11 participating should share information and materials acquired at the meeting.  
12  
13

## 14 **APPLICABLE UNTIL JULY 1, 2022**

15 All newly-elected Board Members shall attend a fourteen (14) hour orientation during their first year in  
16 office. The School Board Academy shall be administered by the State Department of Education.

17 The annual program of the School Board Academy will consist of modules approved by the State Board  
18 of Education. The Tennessee School Boards Association (TSBA) shall develop and conduct the majority  
19 of the approved modules.

## 20 **EFFECTIVE JULY 1, 2022**

21 Beginning on July 1, 2022, newly elected or newly appointed Board Members shall, at a minimum,  
22 participate in twenty-one (21) hours of training during their first year in office. The twenty-one (21)  
23 hours shall include fourteen (14) hours of orientation training courses covering topics outlined below;  
24 however, if a new Board Member has been elected to the Board with a break in service of more than  
25 four (4) years, the new Board Member may choose to substitute any orientation training course with any  
26 other approved training course to count toward the required fourteen (14) hours of orientation training.  
27 The remaining seven (7) hours shall be selected from any additional approved training course(s). All  
28 required training hours shall be completed within twelve (12) months of joining the School Board.

29 The content of the training courses shall cover the following topics:

- 1 i. Education's governance structure;
- 2 ii. School data and finance;
- 3 iii. Communication and engagement;
- 4 iv. Board policies;
- 5 v. Strategic planning;
- 6 vi. School law;
- 7 vii. Board/Director of Schools relations;
- 8 viii. Board/staff relations;
- 9 ix. Board/student relations;
- 10 x. Tennessee open meetings and open records requirements; and
- 11 xi. Conflict of Interest and ethics.

12 All training courses shall be approved by the State of Tennessee Board of Education.

13 **Effective until July 1, 2022:**

14 Every Board Member shall participate annually in seven (7) hours of training provided by the School  
 15 Board Academy. The School Board Academy shall be administered by the State Department of  
 16 Education.

17 **Effective July 1, 2022:**

18 Effective July 1, 2022, Board Members with one (1) or more years of service with a break in service of  
 19 no more than four (4) years shall, at a minimum, complete seven (7) hours of training each fiscal year.  
 20 Said Board Members shall select any training course approved by the Tennessee State Board of  
 21 Education to meet the seven (7) hours of training required.

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Legal References

1. TCA § 49-2-2001(c)
2. T.C.A. § 49-2-202
3. State Board of Education Rule 0520-01-02-.11

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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

# Germantown Municipal School District

Monitoring: <b>Review: Annually in June</b>	Descriptor Term: <b>Reporting Threats of Mass Violence</b>	Descriptor Code: <b>1.810</b>	Issued Date: <b>08/**/21</b>
		Rescinds:	Issued:

## 1 **DEFINITIONS**

2 “Mass violence” means any act which a reasonable person would conclude could lead to the serious  
3 bodily injury, or the death of two or more persons.

4 “Means of communication” means direct and indirect verbal, written, or electronic communications,  
5 including graffiti, pictures, diagrams telephone calls, voice over internet protocol calls, video messages,  
6 voice mails, electronic mail, social media posts, instant messages, chat group posts, text messages, and  
7 any other recognized means of conveying information.

8 “School” means any GMSD school.

9 “School property” means any school building or bus, school campus, grounds, recreational area, athletic  
10 field or other property owned, used, or operated by GMSD.

## 11 **THREATS OF MASS VIOLENCE ARE STRICTLY PROHIBITED**

12 A person who recklessly, by any means of communication, threatens to commit an act of mass violence  
13 on school property or at a GMSD school-related activity commits a Class A misdemeanor.

14 Any GMSD employee that by any means of communication, threatens to commit an act of mass violence  
15 on school property or at a GMSD school-related activity shall receive a disciplinary action, up to and  
16 including termination.

17 Any GMSD student that by any means of communication, threatens to commit an act of mass violence  
18 on school property or at a GMSD school-related activity shall result in disciplinary action pursuant to  
19 the GMSD Discipline Policy.

## 20 **REPORTING**

21 Any person who has knowledge of a threat of mass violence on school property or at a GMSD school-  
22 related activity shall report the threat immediately to:

23 a) The local law enforcement agency with jurisdiction over the school property or a GMSD school-  
24 related activity; AND

25 b) The Principal of the school property or GMSD school related activity that is the threatened  
26 subject of mass violence.

1 The report must include, to the extent known by the reporter, the nature of the threat of mass violence,  
2 the name and address of the person making the threat, the facts requiring the report, and any other  
3 pertinent information.

#### 4 **FAILURE TO REPORT**

5 Failure of a GMSD employee to report a threat of mass violence on a school property or at a GMSD  
6 school-related activity shall result in disciplinary action up to and including termination.

7 Failure of a GMSD student to report a threat of mass violence on a school property or at a GMSD school-  
8 related activity shall result in disciplinary action pursuant to the GMSD Discipline Policy.

9 Any person who has knowledge of a threat of mass violence on school property or at a GMSD school-  
10 related activity and knowingly fails to report the threat commits a Class B misdemeanor.<sup>1</sup>

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#### Legal References

1. T.C.A. § 39-16-517

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term: <b>Emergency School Closures</b>	Descriptor Code: <b>3.204</b>	Issued Date: <b>08/**/21</b>
		Rescinds: <b>3.204</b>	Issued: <b>07/21/14</b>

1 In the event of an emergency, either pending or ongoing, the Superintendent or designee will make  
2 school closure decisions at the district level. These closures may involve individual schools or the entire  
3 district. Subsequently, the reopening of schools subject to emergency closure will be at the discretion of  
4 the same authority. Emergency School Closures

5  
6 In making the decision to close schools, the superintendent considers many factors including  
7 the following relative to the fundamental concern for the safety and health of children:

- 8 1. Weather conditions, both existing and predicted;
- 9 2. Driving, traffic, and parking conditions, affecting public and private transportation  
10 facilities;
- 11 3. Actual occurrence or imminent possibility of any emergency condition which would  
12 make the operation of schools difficult or dangerous; and  
13
- 14 4. Inability of teaching personnel to report for duty that might result in inadequate  
15 supervision of students.  
16  
17  
18

19 Notwithstanding, the language above, during an emergency, if the Governor of the State of Tennessee  
20 issues an Executive Order with statewide applicability that requires schools to be open for in-person  
21 learning and instruction, then the Executive Order shall supersede the Superintendent's, or designee's,  
22 decision to close schools.

23 In the event schools are closed due to inclement weather or other calamity, all extracurricular activities  
24 scheduled within the district for those days will be canceled or postponed, unless otherwise approved  
25 by the Superintendent.

## 26 EMPLOYEE RESPONSIBILITIES

27 In the event of an emergency that requires closure of a school building, group of schools, or the entire  
28 district, the Superintendent is authorized to continue to pay employees who are not able to physically  
29 report for duty as a result. These employees shall receive their regular wages. Such payments shall not  
30 exceed the number of days budgeted for each employee.

31 During such emergencies, the location of employees' work shall be directed by the Superintendent.  
32 ~~Superintendent may designate certain employees as essential. Such employees shall work as directed by~~

- 1 ~~the Superintendent, whether that is by physical appearance at work or teleworking under Policy 5.1151.~~
- 2 ~~Essential employees must use leave to be excused from work absent special permission as determined~~
- 3 ~~by the Superintendent/designee.~~

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Cross References

Telework During Emergencies 5.1151

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Legal References

T.C.A. § 58-2-101  
Public Chapter No. 96 (2021)

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Special Education</b>	Descriptor Code: <b>4.202</b>	Issued Date: <b>08/**/21</b>
		Rescinds: <b>4.202</b>	Issued: <b>03/19/18</b>

1 The GMSD Assistant Superintendent for Exceptional Student Education shall be responsible for  
2 ensuring that the District has a procedure for identifying and evaluating children who are suspected of  
3 having a disability and that the procedure is being properly implemented.<sup>1,2,3</sup>

4 A free appropriate public education (FAPE) shall be available to all children with disabilities,  
5 aged three (3) through the school year the student turns twenty-two (22), including those children who  
6 have been suspended or expelled from school for more than ten (10) school days in a school year.

7 The GMSD Assistant Superintendent for Exceptional Student Education, in coordination with the  
8 GMSD Chief Financial Officer shall be responsible for developing a procedure for the administration  
9 of IDEA and preschool funds and shall maintain appropriate records and reports to be used in planning  
10 and evaluating special education programs and services.

11 Students with disabilities shall be educated with the general student population to the maximum extent  
12 appropriate and should be placed in separate or special classes only when the severity of the disability  
13 is such that education in regular classes, even with the use of supplementary aids and services, cannot  
14 be accomplished satisfactorily, **as determined by the student's IEP team.**

15 Eligibility standards and options for service for special education services shall be based upon the  
16 criteria specified in state regulations.

17 ~~Students receiving special education services shall not be restrained, except as permitted by state law  
18 and regulations.~~

## ISOLATION AND RESTRAINT

### 20 **DEFINITIONS<sup>4</sup>**

21 “Emergency ~~Situations~~” means that a **student's** ~~child's~~ behavior poses a threat to the physical safety of  
22 the student or others nearby.

23 “Isolation” or “Seclusion” means the confinement of a student alone, **with no other students, staff, or**  
24 **persons present,** in a room with or without a door, or other enclosed area or structure pursuant to  
25 T.C.A. § 49-10-1305(g) where the student is physically prevented from leaving **because a door, object,**  
26 **or school personnel is blocking the student's exit;** and does not include time-out, a behavior  
27 management procedure in which the opportunity for positive reinforcement is withheld, contingent  
28 upon the demonstration of undesired behavior; provided, that time-out may involve the voluntary  
29 separation of **a student receiving special education services** ~~an individual student~~ from others.

1 “Physical holding restraint” means the use of body contact by school personnel with a student to  
2 restrict freedom of movement or normal access to the student’s body **except for:**

3 **(A) The holding of a student by an adult in order to calm or comfort the student in the absence of an**  
4 **emergency;**

5 **(B) Contact necessary to physically escort a student from one area to another in the absence of an**  
6 **emergency;**

7 **(C) Assisting a student in completing a task or response if the student does not resist or if the**  
8 **resistance is of a minimal intensity or duration;**

9 **(D) Physically redirecting a student if the student does not resist or if the resistance is of minimal**  
10 **intensity or duration; or**

11 **(E) School personnel blocking a student’s exit or elopement by physically placing themselves in**  
12 **front of the student.**

13 “Behavior intervention training program” means a training program in **evidence-based positive**  
14 **behavioral supports, evidence-based crisis intervention and evidence-based techniques for the safe use**  
15 **of restraint and isolation.**

16 “Mechanical restraint” means the application of a mechanical device, material, or equipment attached or  
17 adjacent to the student’s body, including ambulatory restraints, which the student cannot easily remove  
18 and that restrict freedom of movement or normal access to the student’s body. “Mechanical restraint”  
19 does not include the use of restraints for medical immobilization, adaptive support, or medical protection,  
20 or the use of a seatbelt or other device, including, but not limited to, a belting system or harness, to secure  
21 a child with a disability during transit on a bus or vehicle operated by GMSD or a provider contracted to  
22 serve GMSD’s transportation needs.

23 “Chemical restraint” means a medication that is prescribed to restrict a student’s freedom of movement  
24 for the control of extreme violent physical behavior. Chemical restraints are medications used in addition  
25 to, or in replacement of, a student’s regular drug regimen to control extreme violent physical behavior.  
26 The medications that comprise the student’s regular medical regimen, including PRN medications, are  
27 not considered chemical restraints, even if their purpose is to treat ongoing behavioral symptoms.

28 “Restraint” means a chemical restraint, mechanical restraint, or physical holding restraint.

29 “Positive behavioral supports” means a systematic approach using **evidence-based practices to improve**  
30 **school environments, and to prevent and respond to problem behavior that :**

31 **(A) Is proactive and instructional, rather than reactive and punitive;**

32 **(B) Operates on the following three (3) levels:**

33 **(i) Individual;**

34 **(ii) Group or classroom; and**

- 1 (iii) The whole school;
- 2 (C) Includes a system of continual data collection;
- 3 (D) Utilizes data-based decision-making;
- 4 (E) Applies research-validated positive behavioral interventions; and
- 5 (F) Improves academic and social outcomes for all students, including those with the most complex  
6 and intensive behavioral needs.

## 7 **REQUIREMENTS FOR USING ISOLATION OR RESTRAINTS**

8 For a ~~A~~ student receiving special education services, isolation or a physical holding restraint may only  
9 be used in emergency situations. ~~may be physically restrained or isolated only in emergency~~  
10 ~~situations. Only the Principal or Principal's designee may authorize the use of isolation or restraint.~~

11 Individualized education programs that provide for the use of ~~restraint or~~ isolation or a physical  
12 holding restraint for certain behavior ~~in emergency situations~~ must ~~shall~~ contain a data driven  
13 functional behavior assessment and a plan for modification of the behavior developed and  
14 implemented by a qualified team of professionals.

15 In the event that a physical holding restraint or isolation is imposed on a student, it shall be imposed by  
16 ~~any~~ school personnel who have been trained and certified for completing a behavior intervention  
17 training program or other school personnel when trained and certified personnel are not immediately  
18 available. ~~including transportation and immobilization procedures through either the Crisis~~  
19 ~~Prevention Institute or the Professional Crisis Management Association; or other school personnel only~~  
20 ~~if personnel who have been certified for completing a behavior intervention training program are~~  
21 ~~not immediately available. Whenever possible, an additional school staff member should serve as an~~  
22 ~~observer to any act of physical restraint performed on a student. School personnel shall maintain a~~  
23 ~~continuous direct line of sight to a student who is in isolation.~~

24 If school personnel impose isolation or restraint, then the school shall immediately contact the school  
25 Principal or his/her designee. The Principal or his/her designee must observe and evaluate the student's  
26 condition within a reasonable time after the isolation or restraint was used. The Principal or his/her  
27 designee shall notify the student's parent or guardian orally or by written or printed communication on  
28 the same day the isolation or restraint was used.

29 An IEP team meeting must be convened within ten (10) days of the use of a restraint if:

- 30 (1) The student's IEP does not provide for the use of a physical holding restraint generally,  
31 or for the behavior that precipitated the use of the restraint; or
- 32
- 33 (2) A physical holding restraint is used for an extended period of time, as determined by the  
34 state board of education.

35 An IEP team meeting must be convened within ten (10) days of the use of an isolation if:

- 1 (1) The student's IEP does not provide for the use of an isolation generally, or for the
- 2 behavior that precipitated the use of the isolation; or
- 3 (2) An isolation is used for an extended period of time, as determined by the state board of
- 4 education.

#### 5 **RESTRICTIONS ON ADMINISTRATION OF, OR USE OF, ISOLATION OR RESTRAINT**

6 Administering a chemical restraint to a student receiving special education services is prohibited;

7 provided that chemical restraints are not prohibited when administered for therapeutic purposes under

8 the direction of a physician and with the student's parent or guardian's consent to administer such

9 chemical restraint.

10 Administering a noxious substance to a student receiving special education services, as defined by

11 T.C.A. § 49-10-102 is prohibited.

12 The use of any mechanical restraint on any student receiving special education services is prohibited.

13 The use of isolation or restraint as a means of coercion, punishment, convenience or retaliation on any

14 student receiving special education services is prohibited.

15 Removing or disabling any equipment or device that a student requires, including, but not limited to, a

16 power wheelchair, brace, augmentative communication device, or walker, as a means of coercion,

17 punishment, convenience, or retaliation on any student receiving special education services is prohibited.

18 The use of a locked door, or any physical structure, mechanism, or device that substantially accomplishes

19 the function of locking a student in a room, structure, or area, is prohibited.

20 Any enclosed area or structure used as an isolation room shall be:

- 21 a) Unlocked and incapable of being locked;
- 22 b) Free of any condition that could be a danger to the student;
- 23 c) Well ventilated and temperature controlled;
- 24 d) Sufficiently lighted for the comfort and well-being of the student;
- 25 e) Where school personnel are in continuous direct visual contact with the student at all
- 26 times;
- 27 f) At least forty (40) square feet ; and
- 28 g) In compliance with all applicable state and local fire, health, and safety codes.

29 Actions undertaken by school personnel to break up a fight or to take a weapon from a student are not

30 prohibited; however, these acts shall be reported to the Principal of the school where the fight took

31 place or the weapon was taken.

32 ~~If a student's individualized education program does not provide for the use of isolation or restraint for~~

33 ~~the behavior precipitating such action or if school personnel are required to use isolation or restraint~~

34 ~~over an extended period of time as determined by Department of Education rules, then an individual~~

1 ~~education program meeting shall be convened with ten (10) days following the use of the isolation or~~  
2 ~~restraint.~~

3 ~~School personnel who must isolate or restrain a student receiving special education services, shall~~  
4 ~~report the incident to the school Principal or the Principal's designee who shall record the use of the~~  
5 ~~isolation or restraint and the facts surrounding such use on the form provided by the Tennessee~~  
6 ~~Department of Education.~~

## 7 **TRAINING**

8 GMSD will **strive to** provide training for all GMSD administrators and special education teachers  
9 **concerning behavior intervention.**

10 ~~As stated above, in the event that restraint or isolation is imposed on a student, it shall be imposed by~~  
11 ~~school personnel who have been certified for completing a behavior intervention training program,~~  
12 ~~unless personnel who have been certified for completing a behavior intervention training program are~~  
13 ~~not immediately available.~~

14 Staff members who are primarily authorized to perform isolation or restraint functions must receive  
15 annual behavior intervention training including transportation and immobilization procedures through  
16 the Crisis Prevention Institute or the Professional Crisis Management Association.

## 17 **Responsibility**

18 Each Principal shall be responsible for ensuring that staff in his/her building receives training. The  
19 Department of Exceptional Student Education is responsible for reviewing school documentation of  
20 the use of isolation and restraint and for implementing this Policy.

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### Legal References

TRR/MS 0520-01-09  
T.C.A. § 49-10-101 et. seq.  
Education of Individuals with Disabilities 20  
U.S. C. Sections 1400-1485. Section 504 of the  
Rehabilitation Act of 1973. (Note: 504 of the  
Rehabilitation Act of 1973 has been interpreted  
by the courts to protect individuals with  
contagious diseases.)  
T.C.A. § 49-10-1303  
T.C.A. § 49-10-1305; TRR/MS 0520-1-9-.23  
T.C.A. § 49-10-1301, *et seq.*

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in August</b>	Descriptor Term: <b>Temporary Instructional Policy for Students Testing Positive for COVID-19 or Possible Exposure to COVID-19</b>	Descriptor Code: <b>4.205</b>	Issued Date: <b>08/**/21</b>
		Rescinds:	Issued:

1 For the 2021-22 school year only, at the discretion of the Superintendent, students who are  
 2 temporarily quarantined due to a positive COVID-19 test result or possible exposure to COVID-19  
 3 may participate in remote instruction offered by GMSD on a temporary basis during the period of  
 4 quarantine only.

5 Students who participate in remote instruction during a temporary COVID-19 Quarantine Period may  
 6 be counted as present as long as the student exhibits proof of attendance by daily periodic visual,  
 7 verbal, and/or written confirmation of student participation in 6 ½ hours of instructional time per day  
 8 for grades 1-12 and 4 hours of instructional time per day for kindergarten. Students will be provided  
 9 required methods of proof of attendance by their respective teachers.

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term:  <b>Interscholastic Athletics</b>	Descriptor Code: <b>4.301</b>	Issued Date: <b>08/**/21</b>
		Rescinds:	Issued: <b>08/18/14</b>

1 No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be  
2 treated differently from another person or otherwise be discriminated against in any athletic program of  
3 the school. Equal athletic opportunity shall be provided for members of both sexes.<sup>1</sup>

4 The Principal shall be held responsible for the administration and control of interscholastic athletic  
5 programs with in his/her school.

## 6 **Scheduling Athletic Events**

7 The Principal is authorized to schedule events for his/her school subject to the approval of the  
8 Superintendent. Principals shall ensure that school regulations regarding participation in sport are  
9 reasonable. Athletic schedule shall be filed in each school Principal's office. The Principal or his/her  
10 designee must accompany Athletic teams on trips. The Principal or his/her designee approves  
11 transportation of the teams to athletic games.

## 12 **Information Required to Participate**

13 Before being allowed to participate in the first practice session of the sport, the following information  
14 must be on file in the Principal's office for each participant:

- 15 • Written evidence that the student has permission to participate. The parent or guardian must  
16 also sign the document.  
17
- 18 • Written evidence the student and parent/guardian are aware of the TSSAA Concussion Policy.  
19 Parents and/or Guardian must sign-~~ed~~ and return~~ed~~ the Student-athlete & Parent/Legal  
20 Guardian Concussion Statement to the proper designee ~~assigned by the Principal for being~~  
21 ~~allowed to practice or participate in any athletic contest.~~  
22
- 23 • Written evidence that the student has passed a physical examination.<sup>3</sup> This must be signed by a  
24 doctor of medicine, osteopathic physician, and physician assistant or certified nurse  
25 practitioner. Physical examinations must be given on or after May 1 and are then current for 13  
26 months or the entire upcoming school year.  
27
- 28 • Written evidence that the student is covered by family insurance policy. This statement must  
29 list the name of the company and be signed by the parent or guardian. If the student is not  
30 covered by family policy, the student must have the special senior high football policy or  
31 student insurance that covers all middle, ninth and senior high sports except senior high

1 football. Coverage shall not be less than the limits set forth in T.C.A. § 29-20-403.

- 2 • If an athlete goes to an athletic screening examination and is referred to another physician for  
3 further evaluation, the parents or guardian must provide the coach with written evidence that  
4 the student has passed a physical examination and the physician must address the condition for  
5 Athletic Program General Rules and Regulations which the student was referred. The  
6 physician must also specify any accommodations that are needed or must be made.
- 7 • A student's gender for purposes of participation in a middle or high school interscholastic  
8 activity or event must be determined by the student's sex at the time of the student's birth, as  
9 indicated on the student's original birth certificate. Each student participating in a middle or  
10 high school interscholastic activity must present the student's original birth certificate. If a  
11 student's original birth certificate does not appear to be the original birth certificate or does not  
12 indicate the student's sex upon birth, then the student must provide other evidence indicating  
13 the student's sex at the time of birth. The student or the student's parent or guardian must pay  
14 any costs associated with providing evidence of birth.

### 15 **Hiring of Coaches**

16 Principals must make sure that the TSSAA and GMSD policies are followed if he/she thinks he/she  
17 may need a non-faculty coach. A letter from the Principal to the Athletic Director must be sent  
18 requesting this assistance. The position will then be advertised. Next, the Director of Student Services  
19 and the Athletic Director must approve this request. An application will have to be completed  
20 including fingerprinting and background check. Then, the TSSAA will have to approve the request.  
21 Until all these steps are followed, no non-faculty coach can be assigned. Please note that all new  
22 teachers who coach hired in 2000 and thereafter will be required to attend the TSSAA coaches'  
23 certification program. Every coach is to finish his/her season once it is scheduled.

### 24 **Safety/Sportsmanship**

25 Safety always must be the number one concern. Principals must make sure that the "Heat Stress  
26 Guidelines" and "Lightning Guidelines" are followed, that each coach has an emergency plan ready in  
27 case of injury, but no athlete is allowed to practice unless a current physical, parent permission and  
28 proof of insurance form is on file. Emergency cards are to be taken to all practices, scrimmages and  
29 games. Good sportsmanship is required. Coaches and players are to set examples for good  
30 sportsmanship at all times. Nothing else will be acceptable.

### 31 **Scheduling of Athletic Events**

32 Athletic events must adhere to the following scheduling rules:

- 33 • All athletic practice must be held outside of school hours unless the specific practice is  
34 approved on an annual basis by the Board of Education and reflected in the minutes.  
35
- 36 • There shall be no games or matches scheduled during examination week until examinations are  
37 completed.

- 1
- 2 • All practice sessions and games shall be under the supervision of qualified personnel.
- 3
- 4 • Middle school and high school coaching positions can be assigned to non-faculty if the position
- 5 has been advertised and no full-time or retired employee with a teaching license who meets the
- 6 qualifications required for coaching this specific sport in question is available.
- 7
- 8 • No Principal or teacher of any school under the control of the Board shall dismiss his/her
- 9 school or any group of students for the purpose of attending the practice of any interscholastic
- 10 sport during the school day without written permission from the district office. This does not
- 11 prevent the inclusion of regular physical training lessons in the daily school program.
- 12
- 13 • All TSSAA regulations must be followed.<sup>2</sup>
- 14
- 15 • All non-faculty coaches must be approved by the Principal, the Director of Student Services,
- 16 and the TSSAA.

### 17 **Hazing**

18 Coaches, employees and volunteers of the school district shall not encourage, permit, condone or

19 tolerate hazing activities.

### 20 **Verification of Age for Grades 7 through 12**

21 Verification of birthday is required for athletic eligibility in all sports for grades 7 through 12.

### 22 **Revenue Collection Rules and Procedures**

23 Whenever money is collected for admission to an athletic contest, a ticket must be given to the

24 consumer.

- 25 • A ticket reconciliation report is required for all events for which a fee is charged.
- 26 • The ticket reconciliation report and money must be given to the Principal or Principal's
- 27 designee for deposit within three days of event. However, it is recommended that money be
- 28 deposited daily.
- 29 • For further details for paid admission and collection/deposits, please refer to the Tennessee
- 30 Internal School Uniform Accounting Policy Manual, Section 5, pp. 5-5 and 5-6. A copy of the
- 31 Manual should be located at each school's main office. It is also located on the state website
- 32 <http://www.state.tn.us/education/fa/ed331936sec.pdf>.

### 33 **Security Rule**

34 Each school must have an administrator or designee at every athletic contest. TSSAA and this policy

35 require an administrator to be present at each varsity football, basketball, and soccer contest. Each

36 administrator or designee must identify himself/herself to all who are directing or supervising the

1 contest. Also, an administrator and police officer(s) must be present at each middle school and ninth  
2 grade football and basketball contest. Principals of 7-12 schools are required to have police officers at  
3 all football and basketball contests. The employment of police officers and the number to be employed  
4 at all athletic contests is also left to the discretion of the Principal.

### 5 **CPR & AED TRAINING**

6 All coaches, whether employed by GMSD or as a volunteer, shall annually receive training in  
7 cardiopulmonary resuscitation (CPR) and in the use of automated external defibrillators (AED).

### 8 **CARDIAC ARREST EDUCATION**

9 All coaches, whether employed by GMSD or as a volunteer, shall annually complete a sudden cardiac  
10 arrest education program.

### 11 **SEVERE WEATHER**

12 A. All coaches, whether employed by GMSD or as a volunteer, that participate in outdoor training,  
13 practice, or competition, shall annually complete a heat illness prevention course approved by  
14 the Department of Health. Said course shall be completed no later than ninety (90) days after the  
15 start of the coach's employment or volunteer service. After the coach completes the first heat  
16 illness prevention course, the coach shall annually acknowledge in writing that the coach  
17 completed the course and that the coach understands the requirements and importance of the  
18 course.

19 B. All coaches, whether employed by GMSD or as a volunteer, that participate in outdoor training,  
20 practice, or competition, shall annually receive training on activity modifications based on  
21 environmental conditions, such as lightning.

### 22 **INFORMATIONAL MEETING**

23 An informational meeting shall be held before the start of each school athletic season for students,  
24 parents, coaches, and school officials to learn about the symptoms and warning signs of sudden cardiac  
25 arrest; heat illness; concussions and other head injuries; and other health, safety, and wellness issues  
26 related to sports participation, and to receive information about electrocardiogram (EKG) testing, and  
27 each of the safety plans and policies implemented by GMSD.

### 28 **COACHES' CODE OF CONDUCT**

29 All coaches, whether employed by GMSD or as a volunteer, shall adhere to the following Coaches' Code  
30 of Conduct:

**As an employee coach or volunteer coach for GMSD athletics, I will:**

1. Be aware that I have tremendous influence, for either good or ill, on the education of the student- athlete and, thus, shall never place the value of winning above the value of instilling the highest ideals of character.
2. In all personal contact with student-athletes, parents, officials, athletic directors, school administrators, the media, and the public, I will strive to set an example of the highest ethical and moral conduct.
3. Take an active role in the prevention of drug, alcohol, and tobacco abuse.
4. Avoid the use of alcohol and tobacco products when in contact with players.
5. Master the contest rules and teach them to student-athletes. I shall not seek an advantage by circumvention of the spirit or letter of the rules.
6. Respect and support contest officials. I shall not indulge in conduct which would incite players or spectators against the officials. Public criticism of officials is prohibited.
7. Before and after contests, I will meet and exchange cordial greetings with opposing team coaches to set the correct tone for the event.
8. Not exert pressure on faculty members to give student-athletes special consideration.
9. Conduct myself in a dignified manner relating to emotions, language, attitude, and actions.
10. Refrain from physical contact with athletes except where necessary for the development of the athletes' skill(s) or athletic ability.
11. Strive to develop in each athlete the qualities of leadership, initiative, and good judgment.
12. Respect each individual athlete.
13. Seek to inculcate good health habits, including the establishment of sound training rules.
14. Fulfill responsibilities to provide an environment free of safety hazards.
15. Display modesty in victory and graciousness in defeat.

1 **BACKGROUND CHECKS**

2 All GMSD employee and volunteer coaches, and all persons engaged or contracted to, referee or officiate  
3 at any interscholastic athletic event, shall pass a background check conducted by the Tennessee Bureau  
4 of Investigation.

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Legal References

- 34 CFR § 106.41
- TRR/MS 0520-01-02-.08(1)
- TRR/MS 0520-01-03-.08(2)(b)
- T.C.A. § 49-6-1501
- T.C.A. § 49-6-1503
- Public Chapter 40 (2021)

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Cross References

Attendance 6.200

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in May</b>	Descriptor Term:  <b>Textbooks</b>	Descriptor Code: <b>4.401</b>	Issued Date: <b>08/**/21</b>
		Rescinds:	Issued: <b>09/15/14</b>

## 1 SELECTION<sup>1</sup>

2 The selection of textbooks shall be completed according to the laws and policies required by the State  
3 of Tennessee and the State Textbook Commission. The responsibility for textbook selection rests with  
4 the local textbook selection committees subject to approval by the Board. The Superintendent shall  
5 establish a procedure for providing citizens of the community with an opportunity to examine proposed  
6 textbooks prior to their final adoption, including public notice of time and location at which textbooks  
7 may be examined.<sup>2</sup>

## 8 COMPLAINTS & RECONSIDERATION

9 The Superintendent shall develop forms and procedures to enable citizens to file complaints regarding  
10 the selection or content of approved textbooks. Following the conclusion of this administrative process,  
11 a complainant may appeal an outcome to the Board.

## 12 DISTRIBUTION

13 The Superintendent shall designate an employee to be responsible for the purchase and distribution of  
14 textbooks in each school. The principal shall be responsible for seeing that each student receives  
15 required textbooks at no cost to the student.

## 16 CARE OF TEXTBOOKS<sup>3</sup>

17 Textbooks are property of the Board and shall be returned at the end of the school year, upon completion  
18 of the course or upon withdrawal from a course or school. ~~Parents are to sign an agreement stating they  
19 shall be responsible for the textbooks received and used by their children.~~

20 The following reimbursement schedule shall be used as a guide for collecting fines for lost or destroyed  
21 books:

22	<b>Age of Book</b>	<b>Amount Collected</b>
23	1 - 2 years	100% of replacement cost
24	3 - 4 years	75% of replacement cost
25	5 or more years	50% of replacement cost

26 In cases where the book is damaged to the extent it is no longer useable, the amount collected shall  
27 conform to the reimbursement schedule for lost books. A fine may only be assessed in cases where the  
28 pupil or parent damages, loses, or defaces the textbook either through willful intent or neglect.<sup>3</sup>

1 Following an interview with parties and an investigation, if needed, the principal may assess the  
2 appropriate fine and notify the parents in writing.

3 The principal may include with the notice a provision stating that failure to pay the fine imposed  
4 within a reasonable time may result in the imposition of one of the following sanctions:<sup>4</sup>

- 5 1. Refusal to issue any additional textbooks until restitution is made; or
- 6
- 7 2. Withholding of all grade cards, diplomas, certificates of progress, or transcripts until restitution  
8 is made.

9 The principal may waive the assessment of fines when in his/her judgment the student is the victim of  
10 uncontrollable circumstances and not responsible for the damages.

## 11 **INSPECTION**

12 Building administrators under the direction of the Superintendent shall revise a list of textbooks used  
13 by the schools annually. Textbooks shall be available for inspection by parents/guardians upon  
14 request, and the director of schools shall develop procedures for the inspection of materials and  
15 distribute these procedures to each principal.<sup>5</sup>

## 16 **TEACHER RESPONSIBILITIES**

17 Teachers are required to use the state adopted textbooks purchased by the district as their main delivery of  
18 instruction in all classes. Teachers may supplement the state adopted textbooks with additional instructional  
19 supplemental materials listed in the course assigned pacing guide. Use of textbooks not on the state adoption  
20 list purchased by the district or instructional materials not listed within the pacing guides requires  
21 administrator review and written approval. Failure to follow this Policy and any accordant procedures may  
22 result in disciplinary action, up to and including termination.

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### Legal References

1. TCA 49-6-2207(c), (e)-(f); TCA 49-6-2202(d)
2. 20 USCS § 1232h(a); TCA 49-6-7003
3. TCA 49-3-310(1)(B)
4. TCA 49-3-310(1)(C)
5. 20 USCA § 1232h(a); TCA 49-6-7003
6. **T.C.A. § 49-6-2206**

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### Cross References

Surplus Property Sales 2.403  
Student Fees and Fines 6.709

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Graduation Requirements</b>	Descriptor Code: <b>4.605</b>	Issued Date: <b>08/**/21</b>
		Rescinds:	Issued: <b>04/19/21</b>

## 1 *General*

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

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

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

## 8 **TRADITIONAL HIGH SCHOOL DIPLOMA REQUIREMENTS**

9 Before graduation, every student shall:<sup>1</sup>

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

### 15 Course Graduation Requirements:

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

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

## 27 **SPECIAL EDUCATION STUDENTS<sup>4</sup>**

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

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

### 3 *Special Education Diploma*

4 A special education diploma shall be awarded to students who have not met the requirements for  
5 a regular high school diploma,<sup>5</sup> but have:

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

### 9 *Occupational Diploma*

10 Special education students who do not meet the requirements for a regular high school diploma  
11 may be awarded an occupational diploma if the student has:<sup>1,4</sup>

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

18 The decision to attain an occupational diploma shall be made at the conclusion of the student's  
19 10<sup>th</sup> grade year or two (2) academic years prior to the expected graduation date.

### 20 *Alternative Academic Diploma*

21 Special education students who do not meet the requirements for a regular high school diploma  
22 may be awarded an alternate academic diploma if the student has:<sup>4</sup>

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

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

## 1 STUDENT LOAD

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

## 5 EARLY GRADUATION<sup>7</sup>

6 High school students shall be permitted to complete an early graduation program. Students  
7 intending to graduate early shall inform the school principal of this intent prior to the beginning of  
8 9<sup>th</sup> grade or as soon thereafter as the intent is known.

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

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

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

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### Legal References

1. TCA § 49-6-6001; State Board of Education Policy 2.103; TRR/MS 0520-01-03-.06
2. TCA § 49-6-6001(b); State Board of Education Policy 2.103
3. TCA § 49-6-408; State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06; State Board of Education Policy 2.103
5. TCA § 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.06
7. TCA § 49-6-8103; State Board of Education Policy 2.103

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### Cross References

Honor Roll, Awards, & Laude System 4.602  
Credit for Prior Courses 4.604

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Programs for Students with Disabilities</b>	Descriptor Code: <b>4.613</b>	Issued Date: <b>08/**/21</b> <b>04/16/18</b> <b>04/18/17</b>
		Rescinds: <b>4.613</b>	Issued: <b>09/15/14</b>

1 All students with disabilities between the ages of three (3) and twenty-one (21), inclusive, enrolled in  
2 the Germantown Municipal School District shall be provided with a free and appropriate public  
3 education.<sup>1</sup>

4 Students with disabilities shall be educated in the least restrictive environment. In order to assure that  
5 each student with a disability is appropriately educated within the least restrictive environment, support  
6 services are provided to assure that he/she can derive educational benefit.

7 The needs of certain students are so great that special instructional services or special facilities are  
8 necessary beyond that of the regular classroom. Any educational placement, other than the regular  
9 classroom, is made only when it has been determined by the Individual Education Plan (IEP) team that  
10 such placement is appropriate. Parents or legal guardians have a right to due process procedures if  
11 they feel that such placement is not appropriate.

12 ~~Homebound placements, for students with disabilities who are eligible pursuant to IDEA and state~~  
13 ~~regulations, shall be provided by qualified personnel, pursuant to the IDEA and state regulations. The~~  
14 ~~homebound placement may be provided at home, hospital or related site.~~

15 ~~Special Education funds shall not be used to fund homebound placements for students with medical~~  
16 ~~conditions of a short duration or temporary nature, and not previously certified as eligible pursuant to~~  
17 ~~the IDEA and state regulations.~~

18 ~~The IEP team shall consider a medical homebound placement only upon certification by a licensed~~  
19 ~~doctor of medicine or osteopathy that a student with a disability needs a homebound placement, is~~  
20 ~~expected to be absent from school due to a physical or mental condition for at least ten~~  
21 ~~(10) consecutive school days and that the student can receive instruction in a homebound placement~~  
22 ~~without endangering the health of personnel providing it.~~

23 ~~Homebound placements shall not exceed thirty (30) school days in duration. The IEP shall contain a~~  
24 ~~goal of returning the student to a less restrictive environment within the school year, unless there is a~~  
25 ~~medical necessity that requires extended homebound instruction, in which case an additional~~  
26 ~~homebound placement of thirty (30) school days or less may be instituted.~~

27 ~~Where behavioral and/or disciplinary issues cannot be safely addressed in any other educational~~  
28 ~~setting, the IEP team may consider a homebound placement. Such changes in placement may be~~  
29 ~~instituted strictly on an emergency basis and for a temporary period of time not to exceed thirty (30)~~  
30 ~~school days to determine how to best address the student's needs. The IEP team must document that a~~

- 1 ~~homebound placement is necessary, temporary and consistent with requirements for the provision of a~~
- 2 ~~free appropriate public education.~~
- 3 ~~The frequency and duration of instruction necessary to provide a free appropriate public~~
- 4 ~~education during a homebound placement will be determined by the IEP team.~~

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Legal References

1. T.C.A. § 49-10-103(c), (e); T.C.A. § 49-10-1301, et. seq.;  
Tenn. State Board of Education Rule No. 0520-1-9-23

# Germantown Municipal School District

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Homebound Instruction</b>	Descriptor Code: <b>4.614</b>	Amended Date: <b>08/**/21</b>
		Rescinds:	Last Issued: --/--/--

## **I. HOMEBOUND INSTRUCTION GENERALLY**

A student qualifies for a medical homebound instruction program if the student's treating physician certifies in writing that the student has a medical condition that prevents the student from attending regular classes. A student is prevented from attending regular classes if the student will miss more than ten (10) consecutive instructional days over the period of the school year due to the medical condition.

Once a student has qualified for a medical homebound instruction program, the homebound instruction period shall be determined by the student's review team on a case-by-case basis and shall take into consideration the recommendations of the student's treating physician. Student review teams shall be comprised of the school staff, including the student's 504 team or IEP team if applicable, who are familiar with the health and educational needs of the student for whom a medical homebound instruction program is being requested.

The student's review team shall consider the student's grade level, academic status, physical abilities, individual academic needs, homebound instruction period, and similar factors when determining the amount of instructional time per week provided to the student under a medical homebound instruction program.

A medical homebound instruction program shall consist of a minimum of three (3) hours of instruction per week while school is in session for the homebound instruction period determined by the student's review team.

For students receiving special education and related services, the frequency and duration of instruction necessary to provide a free appropriate public education for a student with a disability during a medical homebound instruction program placement shall be determined by the student's IEP team but, shall not be less than the minimum of three (3) hours per week.

Pursuant to the recommendation of the student's review team, the homebound instruction program may be provided at a student's home, hospital, or related site, by contracting with a hospital or related site to provide educational services to the student or online or virtually, if GMSD is conducting online or virtual programs.

An adult, other than the homebound teacher, shall be present during the homebound instruction period.

### **Recertification for Medical Homebound**

A medical homebound instruction program for longer than the initial medical homebound instruction period shall only be provided to a student who is recertified in writing by his/her treating physician as having a medical condition that, in the student's treating physician's judgment, continues to prevent the student from returning to regular classes.

The initial medical homebound instruction period and any additional medical homebound instruction period shall be for the number of school days certified by the student's review team.

Recertification must be obtained upon the expiration of each additional medical homebound instruction period if medical homebound instruction is to be continued beyond the initial medical homebound instruction period.

### **Re-Entry**

Prior to the expiration of the medical homebound instruction period, the student's review team shall develop a transition plan for the student's reentry into their school.

### **Attendance and Funding**

Students approved for the medical homebound instruction program shall not be counted absent from school and shall continue to earn BEP funding for the school district.

IDEA Part B funds may be expended only for instruction of students with disabilities who are placed in a homebound instruction program.

## **II. HOMEBOUND PLACEMENTS FOR STUDENTS WITH DISABILITIES**

A homebound placement is instruction provided at home, hospital or related site to children with disabilities who are eligible pursuant to IDEA and state regulations. Instruction provided to children with disabilities in homebound placements shall be provided by qualified personnel, pursuant to IDEA and state regulations.

All homebound placements for students with disabilities shall be temporary. Homebound placements shall not exceed thirty (30) school days duration, unless there is a medical necessity that requires extended homebound instruction, in which case additional homebound placements of thirty (30) school days or less may be instituted. All homebound placements shall be reviewed at intervals of thirty (30) school days by the student's IEP team to ensure appropriateness of the provision of instruction and appropriateness of continuing the homebound placement.

Where behavioral and/or disciplinary issues cannot be safely addressed in any other educational setting, the IEP team may consider a homebound placement. Such changes in placement may be instituted strictly on an emergency basis and for a temporary period of time not to exceed thirty (30) school days to determine how to best address the child's needs. The IEP team must document that a homebound placement is necessary, temporary and consistent with requirements for the provision of a free appropriate public education.

The frequency and duration of instruction necessary to provide a free appropriate public education (FAPE) during a homebound placement will be determined by the IEP team.

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Legal References

T.C.A. § 49-10-1101  
State Board of Education Rule 0520-01-02-.10  
State Board of Education Rule 0520-01-09-.07

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Testing Programs</b>	Descriptor Code: <b>4.700</b>	Issued Date: <b>08/**/21</b> <b>04/19/21</b>
		Rescinds: <b>4.700</b>	Issued: <b>09/25/18</b>

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

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

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

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

20 State-mandated student testing programs shall be undertaken in accordance with procedures published  
21 by the State Department of Education.<sup>3</sup>

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

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

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

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

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

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

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

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

35

1 **INTEREST INVENTORIES AND CAREER ASSESSMENTS<sup>4</sup>**

2 Interest inventories shall be made available to middle schoolers. These will include assessments such  
3 as the Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, Naviance Career Interest Profiler,  
4 or the College Board Career Finder.

5 Career aptitude assessments shall be administered to 7<sup>th</sup> graders in order to inform the student's high school plan  
6 of study. Upon receiving the results from these assessments, the school shall provide students with  
7 information on any available career and technical education opportunities in which the student is  
8 eligible to participate.

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Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(7); TRR/MS 0520-01-03-.06(2)(b)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.03(11)(e); State Board of Education Policy 2.103; TCA 49-1-617
6. TCA 10-7-504(a)(4)(A)
7. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103
8. TCA 49-6-412; Public Acts of 2021, Chapter No. 271

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Cross References

Student Surveys, Analyses, and Evaluations 6.4001  
Student Records 6.600

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Professional Employment</b>	Descriptor Code: <b>5.102</b>	Issued Date: <b>08/**/21</b> <b>03/02/20</b> <b>09/25/18</b>
		Rescinds: <b>5.102</b>	Issued: <b>03/19/18</b>

1 The Board of Education recognizes that it is vital to the successful operation of the District that  
2 positions created by the Board will be filled with highly qualified and competent personnel who  
3 are citizens of the United States or who are otherwise legally permitted to work in the United  
4 States.

## 5 APPLICATION

6 An individual desiring a position with the Germantown Municipal School District will make  
7 application to the superintendent on the approved forms or applicant tracking system. To ensure  
8 safety, and welfare of all school stakeholders, the district will follow these guidelines:

- 9 1) Criminal history record checks and fingerprinting of all applicants for teaching and non-  
10 teaching positions upon an offer for employment; employees will not be reimbursed the  
11 cost of the initial fingerprinting.  
12
- 13 2) Thorough background checks will be assigned to the Human Resources Department. All  
14 hiring decisions are contingent upon satisfactory background checks.
- 15 3) Falsifying any application information will constitute a Class A misdemeanor which will  
16 be reported to the Attorney General for prosecution.
- 17 4) Full disclosure of any prior criminal record and any prior dismissals for cause is required  
18 for any person seeking employment as superintendent, principal, professor, teacher, tutor,  
19 instructor or any other person having any responsibility over the custody and care of  
20 students. Failure to disclose is a Class A misdemeanor and the applicant and/or  
21 employee will forfeit his employment opportunity.

## 22 EMPLOYMENT

23 Such approval shall be given only to those candidates for employment recommended by the  
24 Superintendent.<sup>1</sup>

25 No person shall be employed:<sup>2</sup>

- 26 1) Who does not hold a valid license to teach **or a temporary permit to teach**<sup>8</sup> from the State  
27 Board of Education, *if required by the position*,<sup>3</sup>  
28

1 2) Who has been identified by the Department of Children's Services as a perpetrator of  
2 child abuse, severe child abuse, child sexual abuse, or child neglect or who poses as an  
3 immediate threat to the health, safety, or welfare of children;<sup>9</sup>  
4

5 3) Who is listed on the state's abuse of vulnerable persons registry maintained by the  
6 Department of Health;<sup>9</sup>  
7

8 4) Who does not present a physician's certificate showing a satisfactory health record or has  
9 any contagious or communicable disease in such form that might endanger the health of  
10 school children;<sup>4</sup>  
11

12 5) Who refuses to take and subscribe to an oath to support the Constitution of the State of  
13 Tennessee and of the United States of America;  
14

15 6) Who fails to make a full disclosure of any prior criminal record and any prior dismissals  
16 from employment for cause;<sup>5</sup>  
17

18 7) Who does not receive a satisfactory background check;<sup>6</sup> or  
19

20 8) Who advocates the overthrow of the American government or who is a member of a  
21 political party subscribing to a political faith that advocates the overthrow of the  
22 American government.<sup>7</sup>

23 Any professional staff member's misstatement of fact material to qualifications for employment  
24 or the determination of salary shall constitute grounds for dismissal.

25 No candidate for employment as a professional staff member shall receive recommendation for  
26 such employment without having proffered visual evidence of proper licensing or that  
27 application for such licensing is in process. Said licensing shall meet the minimum requirements  
28 of State law for the position for which s/he is being recommended.<sup>1,3</sup>

29 All GMSD employees shall submit a fingerprint sample and pass a criminal history background  
30 check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of  
31 Investigation every five (5) years after the initial pre-employment background check.

## 32 **REQUIREMENTS FOR TEACHERS**

33 All teachers shall be "highly qualified."

34 "Highly Qualified" means:

- 35 A. Full State certification as a teacher (including an alternative educator license) or passed  
36 State teacher licensing exam and holds current license to teach; certification or license  
37 requirements may not be waived on a temporary basis

1  
2 B. For elementary teachers new to the profession, this also requires:

- 3  
4 1. At least a bachelor's degree  
5 2. Passing a rigorous State test on subject knowledge and teaching skills in reading,  
6 writing, math, and other areas of elementary curriculum (State certification test  
7 may suffice)  
8

9 C. For secondary or middle school teachers new to the profession this also requires:

- 10  
11 1. At least a bachelor's degree, and  
12 2. Passing a rigorous State test in each of the subject areas s/he will teach (State  
13 certification test may suffice), or  
14 3. For each academic subject taught, having an academic major, course work  
15 equivalent to an undergraduate major, a graduate degree, or advanced  
16 certification or credentialing  
17

18 D. For elementary, middle, or secondary school teachers with prior experience, this also  
19 requires;

- 20  
21 1. At least a bachelor's degree, and  
22 2. Meets standards for new teachers (above), or  
23 3. Demonstrates competence in all academic subjects s/he teaches based on a  
24 uniform State standard of evaluation (standard for academic subject matter and  
25 teaching skills set by the State)

## 26 **MEDICAL REQUIREMENTS<sup>4</sup>**

27 The GMSD board recognizes its responsibility to protect the health of its employees. All  
28 employees, upon initial employment, should provide a health statement on a health document  
29 provided by the District Office that reveals a lack of having an infectious disease such as  
30 tuberculosis, or any other contagious or communicable disease which would endanger the school  
31 community. Examinations and or future medical statements of clearance will be required  
32 thereafter at intervals determined by the State Department of Public Health and approved by the  
33 Commissioner of Education.

## 34 **Prohibition Against Assisting School Employees, Contractors or Agents in Obtaining** 35 **Employment**

36 Except as provided below other than the routine transmission of administrative and personnel  
37 files, GMSD employees are prohibited from assisting a school employee, contractor or agent in  
38 obtaining a new job if the employee knows, or has probable cause to believe, that the person  
39 seeking a job change engaged in sexual misconduct regarding a minor or student.

40 Exceptions:

- 1 1. The information giving rise to probable cause to believe sexual misconduct has occurred
- 2 has been reported to the appropriate law enforcement agency; and
- 3
- 4 2. The matter has been officially closed in one (1) of the following ways:
- 5
- 6 a. The prosecutor or police have investigated the allegations and notified school
- 7 officials that there is insufficient information to establish probable cause;
- 8
- 9 b. The employee, contractor or agent has been charged and either acquitted or
- 10 exonerated; or
- 11
- 12 c. The case remains open and there have been no charges or indictment filed within
- 13 four (4) years of the date the information was reported to the law enforcement
- 14 agency.

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#### Legal References

1. TCA § 49-2-203
2. TCA § 49-5-101
3. TCA § 49-5-403
4. TCA § 49-5-404
5. TCA § 49-5-406
6. TCA § 49-5-413
7. TCA § 49-5-202
8. TCA 49-5-403; TCA 49-5-101;  
Public Acts of 2021, Chapter  
No. 211
9. TCA 49-5-413 (e)

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>In-Service and Professional Learning Opportunities</b>	Descriptor Code: <b>5.113</b>	Issued Date: <b>08/**/21</b> <b>10/07/19</b>
		Rescinds: <b>5.113</b>	Issued: <b>05/15/17</b>

## 1 **IN-SERVICE EDUCATION**

2 In-service education<sup>1</sup> is a program of planned activities designed to increase the competencies needed  
3 by all personnel in the performance of their responsibilities. Competencies are defined as the knowledge,  
4 skills, and attitudes which enable personnel to perform their tasks with maximum effectiveness to  
5 increase student achievement.

### 6 *Administrative and Supervisory Employees*

7 Administrative and supervisory employees shall show evidence of continual professional growth by  
8 attendance at in-service programs and institutes, studying professional literature, meeting with other  
9 professionals for discussion, and otherwise keeping abreast of research in methodology, curriculum, and  
10 student growth and development.

11 Each principal and administrator shall be required to earn fourteen (14) TASL credit hours during each  
12 one (1) year cycle from July 1 to June 30. Principals and Administrators with fifteen (15) or more years  
13 of experience as a Principal, Supervisor or Administrator, may be exempt from TASL requirement,  
14 provided that the GMSD Superintendent approves the exemption and the Principal/Administrator  
15 submits the exemption request in TNCompass and receives approval through TNCompass.

### 16 *Professional Employees*

17 A system-wide in-service committee, composed of membership from a cross-section of other personnel,  
18 shall assess system-wide needs, establish priorities, develop objectives, design activities, and evaluate  
19 the in-service program.<sup>1</sup>

20 In-service credit shall not be given while performing duties which are required as part of regular teaching  
21 assignments.

### 22 *Support Personnel*

23 The immediate supervisors of support personnel shall be responsible for providing in-service trainings.  
24 Absences to attend meetings relating to the employee's job description may be granted by the director of  
25 schools without loss of pay to the employee.

## 26 **HUMAN TRAFFICKING IN-SERVICE TRAINING**

27 **Once every three (3) years,** every certified employee shall be required to attend ~~a one-time~~ in-service  
28 training on the detection, intervention, prevention, and treatment of human trafficking in which the

1 victim is a child.<sup>4</sup> The in-service training must be accomplished through the viewing of a video recording  
2 approved by the GMSD Superintendent.

3 Each certified employee attending the human trafficking in-service training shall receive in-service credit  
4 for viewing the video equal to the length of the video.

5 GMSD shall maintain a record of each certified employee who completes the human trafficking in-  
6 service training.

## 7 **PROFESSIONAL LEARNING PROGRAM**

8 Professional learning programs and activities shall reflect the Standards for Professional Learning<sup>3</sup>  
9 (Learning Forward, 2011) as listed below and shall reflect the needs identified in school improvement  
10 plans.

11 The Board may pay expenses of selected personnel who participate in the training sessions conducted  
12 by the State Department of Education.

13 The Superintendent shall involve district office personnel and other employees as needed in developing  
14 the system-wide professional learning program and shall recommend it to the Board for approval.

### 15 **Standards for Professional Learning**

16 **LEARNING COMMUNITIES:** Professional learning that increases educator effectiveness and results  
17 for all students occurs within learning communities committed to continuous improvement, collective  
18 responsibility, and goal alignment.

19 **LEADERSHIP:** Professional learning that increases educator effectiveness and results for all students  
20 requires skillful leaders who develop capacity, advocate, and create support systems for professional  
21 learning.

22 **RESOURCES:** Professional learning that increases educator effectiveness and results for all students  
23 requires prioritizing, monitoring, and coordinating resources for educator learning.

24 **DATA:** Professional learning that increases educator effectiveness and results for all students uses a  
25 variety of sources and types of student, educator, and system data to plan, assess, and evaluate  
26 professional learning.

27 **LEARNING DESIGNS:** Professional learning that increases educator effectiveness and results for all  
28 students integrates theories, research, and models of human learning to achieve its intended outcomes.

29 **IMPLEMENTATION:** Professional learning that increases educator effectiveness and results for all  
30 students applies research on change and sustains support for implementation of professional learning for  
31 long term change.

32 **OUTCOMES:** Professional learning that increases educator effectiveness and results for all students  
33 aligns its outcomes with educator performance and student curriculum standards.

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Legal References

1. Tennessee State Board of Education Policy 5.200, *Professional Development*; TCA 49-1-214(b); TCA 49-6-3004(c)(1)
2. TCA 49-5-5703(a)
3. Tennessee State Board of Education Policy 5.200, *Professional Development*
4. T.C.A. 49-6-3004(c)(1)(B)

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Cross References

School Calendar 1.800  
Curriculum Development 4.200  
Reporting Student Progress 4.601

# Germantown Municipal School District

Monitoring: <b>Review: Annually in May</b>	Descriptor Term: <b>Teacher Tenure</b>	Descriptor Code: <b>5.117</b>	Issued Date: <b>08/**/21</b> <b>10/23/17</b>
		Rescinds: <b>5.117</b>	Issued: <b>05/15/17</b>

## 1 *General*

2 To attain tenure status, a teacher must: (1) meet tenure eligibility requirements; (2) be renewed and  
3 recommended by the director of schools;<sup>1</sup> and (3) receive a majority vote of the board.

## 4 **TENURE ELIGIBILITY<sup>2</sup>**

5 Teachers that meet the following requirements are eligible for tenure:

- 6 1. Has a degree from an approved four-year college or any career and technical teacher who has  
7 the equivalent amount of training established and is licensed by the state board of education;  
8
- 9 2. Holds a valid teacher license issued by the state board of education, based on training covering  
10 the subjects or grades taught;  
11
- 12 3. Has completed a probationary period of five (5) school years or not less than forty-five (45)  
13 months within the last seven-year period, the last two (2) years being employed in a regular  
14 teaching position rather than an interim teaching position; and  
15
- 16 4. Has received evaluations demonstrating an overall performance effectiveness level of “above  
17 expectations” or “significantly above expectations” as provided in the evaluation guidelines  
18 adopted by the state board of education, during the last two (2) years of the probationary  
19 period.

20 If a teacher has met all other requirements for tenure eligibility but has not acquired an official  
21 evaluation score during the last one (1) or two (2) years of the probationary period due to allowable  
22 circumstances outlined in state law, he/she may utilize the most recent two (2) years of available  
23 evaluation scores achieved during the probationary period to become eligible for tenure.<sup>3</sup>

## 24 **ACQUISITION OF TENURE STATUS**

25 Once a teacher is eligible for tenure, he/she shall be either recommended by the director of schools for  
26 tenure or nonrenewed. If tenure is denied by the board, the teacher shall be dismissed.<sup>4</sup>

27 The following additional guidelines shall apply:

- 28 1. The director of schools will recommend persons eligible for tenure at a board meeting in ample  
29 time to **provide send** notice of non-renewal to each teacher not recommended for tenure within  
30 five (5) business days following the last instructional day for the school year.<sup>5</sup>  
31

- 1 2. The decision to grant tenure is solely within the discretion of the board.<sup>6</sup> Only those teachers who  
2 receive a majority vote of the membership of the board will be granted tenure.<sup>7</sup>  
3
- 4 3. A teacher who is eligible for tenure, but tenure is denied by the board, shall not be rehired beyond  
5 the current contract year.<sup>4</sup>

## 6 **TEACHER RETURNING TO EMPLOYMENT**

7 A teacher who has acquired tenure status in the school system and later resigns shall serve a two-year  
8 probationary period upon reemployment, unless the probationary period is waived by the board upon  
9 request of the director of schools. Upon completion of the two-year period, the teacher shall either be  
10 recommended by the director of schools for tenure or non-renewed. If tenure is denied by the board, the  
11 teacher shall be dismissed.<sup>8</sup>

## 12 **TEACHER TRANSFERRING FROM ANOTHER SCHOOL SYSTEM<sup>9</sup>**

13 A tenured or nontenured teacher with five (5) or more years of prior service that transfers from another  
14 school system to begin employment in the Germantown Municipal School District School System shall  
15 serve the regular probationary period. The board, upon the recommendation of the director of schools,  
16 may waive the probationary period and grant tenure status or shorten the probationary period.

17 If a nontenured teacher with fewer than five (5) years of service transfers from another school system,  
18 such teacher shall not be eligible for tenure status until the teacher has served at least five (5) years when  
19 service in both school systems is counted.

20 All tenure decisions made under this section are subject to the requirements concerning overall teacher  
21 performance effectiveness levels.

## 22 **TEACHER RETURNING TO PROBATIONARY STATUS<sup>10</sup>**

23 Any tenured teacher who receives two (2) consecutive years of evaluations demonstrating an overall  
24 performance effectiveness level of “below expectations” or “significantly below expectations” shall be  
25 returned to probationary status by the director of schools until the teacher has received two (2)  
26 consecutive years of evaluations demonstrating an overall performance effectiveness level of “above  
27 expectations” or “significantly above expectations.”

28 When a teacher who has returned to probationary status has received two (2) consecutive years of  
29 evaluations demonstrating an overall performance effectiveness level of “above expectations” or  
30 “significantly above expectations,” the teacher is again eligible for tenure and shall be either  
31 recommended by the director of schools for tenure or nonrenewed; provided, however, that the teacher  
32 shall be dismissed if tenure is denied by the board.

33 This section does not apply to teachers who acquired tenure prior to July 1, 2011.

**Legal References**

1. TCA 49-5-501(11)(A)
2. TCA 49-5-503
3. Public Acts of 2021, Special Legislative Session  
Chapter No. 2
4. TCA 49-5-504(b)
5. TCA 49-5-409(b); Public Acts of 2021, Chapter No.  
378
6. TCA 49-2-203(a)(1)
7. TCA 49-2-202(g)
8. TCA 49-5-504(d)
9. TCA 49-5-509
10. TCA 49-5-504(e), (f)

**Cross References**

Separation Practices for Tenured Teachers 5.200  
Separation Practices for Non-Tenured Teachers 5.201

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in August</b>	Descriptor Term: <b>Attendance, Pregnancy, and Truancy</b>	Descriptor Code: <b>6.200</b>	Issued Date: <b>8/**/21</b> Click here to enter a date.
		Rescinds: <b>6.200</b>	Issued: <b>01/13/2020</b>

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

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

- 5 1. All accounting and reporting procedures and their dissemination;
- 6 2. Alternative program options for students who severely fail to meet minimum attendance  
7 requirements;
- 8 3. Ensuring that all school age students attend school; and
- 9 4. Assisting the Board, under the direction of the Superintendent, with enforcement of the  
10 compulsory attendance laws of the State, and to discharge other duties that are necessary  
11 to effectuate enforcement of laws, this Policy, and any procedures related to absenteeism  
12 and truancy.

13 The Principal shall be responsible for ensuring that:

- 14 1. Attendance is checked and reported daily for each class;
- 15 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or  
16 absent for the majority of the day;
- 17 3. All student absences are verified;
- 18 4. Written excuses are submitted for absences and tardiness;
- 19 5. System-wide procedures for accounting and reporting are followed; and
- 20 6. Providing documentation of enrollment status upon request for students applying for new  
21 or reinstatement of driver's permit or license; and notifying the Department of Safety  
22 whenever a student with a driver's permit or license withdraws from school.  
23  
24

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

4 The educational program offered by this District is predicated upon the presence of the student and  
5 requires continuity of instruction and classroom participation. Attendance shall be required of all  
6 students enrolled in the schools during the days and hours that the school is in session or during the  
7 attendance sessions to which she/he has been assigned.

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

13 **Absences for which no written verification is submitted will be considered unexcused.**

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

- 15 A. Personal Illness, injury, or hospitalization of student. Physician verification will be  
16 required to justify absences after the accumulation of ten (10) days of absences during  
17 the school year. Notes must be date specific and will be required for subsequent absences  
18 beyond ten (10) days. After an accumulation of ten (10) check-ins or check-outs during a  
19 school year, physician verification will be required to justify the absence from school.  
20 Any accumulation of absences, check-ins, or check-outs beyond ten (10) without  
21 physician verification will be unexcused;  
22
- 23 B. Personal illness in the family necessitating the presence of the student;  
24
- 25 C. Death in the family;  
26
- 27 D. School-Endorsed Activities;  
28
- 29 E. Absence due to the incapacity of parent/guardian;  
30
- 31 F. Special and recognized religious holidays regularly observed by persons of their faith;  
32
- 33 G. Legal Court Summons, Court Order, or Subpoena when it is not a result of the student's  
34 misconduct as provided for by law;  
35
- 36 H. Pregnant Students;  
37
- 38 I. Extenuating circumstances approved by the Principal on a case-by-case basis; and

1  
2 J. Upon approved request to attend a released time course in religious moral instruction.

3 **TRUANCY**

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

12 ~~A student who is absent five (5) days without adequate excuse shall be reported to the~~  
13 ~~Superintendent/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the~~  
14 ~~student's absence. If a parent does not provide documentation within adequate time excusing those~~  
15 ~~absences, or request an attendance hearing, then the Superintendent/designee shall implement the~~  
16 ~~progressive truancy intervention plan described below prior to referral to juvenile court.~~

17 *Progressive Truancy Intervention Plan*

18 ~~Prior to referral to juvenile court, the following progressive truancy intervention plan will be~~  
19 ~~implemented.~~

20 **Tier I**

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

- 22 ~~1.—A conference with the student and the student's parent(s)/guardian(s);~~  
23  
24 ~~2.—An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s),~~  
25 ~~and an attendance supervisor or designee. The contract shall include:~~  
26  
27 ~~a.—A specific description of the school's attendance expectations for the student;~~  
28 ~~b.—The period for which the contract is effective; and~~  
29 ~~c.—Penalties for additional absences and alleged school offenses, including additional~~  
30 ~~disciplinary action and potential referral to juvenile court; and~~  
31  
32 ~~3.—Regularly scheduled follow up meetings to discuss the student's progress.~~

33 **Tier II**

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

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

### **Tier III**

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

5 ~~These interventions shall be determined by a team formed at each school. The interventions shall address~~  
6 ~~student needs in an age appropriate manner. Finalized plans shall be approved by the~~  
7 ~~Superintendent/designee.~~

### **TRUANCY**

9 Truancy is defined as an absence for an entire school day, a major portion of the school day or the major  
10 portion of any class, study hall, or activity during the school day for which the student is scheduled.

11 By the beginning of each school year, the GMSD Student Services Supervisor shall furnish to the  
12 Principals of each school a list of students who will attend the school together with the names of the  
13 students' parents or guardians. After the opening of school, each Principal must report to the  
14 Superintendent the names of all students on the list furnished to the Principal who have not appeared for  
15 enrollment.

16 Each Principal must report to the Superintendent the names, ages, and residences of all students in  
17 attendance at the school within thirty (30) days after the beginning of the school year.

18 By the beginning of each school year, the Principal shall give written notice to the parent, guardian, or  
19 person having control of a student subject to compulsory attendance that the parent, guardian, or other  
20 person having control of the student must monitor the student's school attendance and require the student  
21 to attend school. The written notice must inform the parent, guardian, or other person having control of  
22 a student, that a student who accumulates five (5) days of unexcused absences during the school year is  
23 subject to GMSD's Progressive Truancy Plan and that continued unexcused absences may result in a  
24 referral to Juvenile Court. The five (5) days of unexcused absences need not be five (5) consecutive  
25 days of unexcused absences.

26 The Principal or designee of a school must report promptly to the GMSD Student Services Supervisor,  
27 the names of all students who have withdrawn from school or who have accumulated three (3) days of  
28 unexcused absences. Upon a student's accumulation of three (3) days of unexcused absences, the GMSD  
29 Student Services Supervisor shall serve upon the parent, guardian, or other person having control of a  
30 student subject to compulsory attendance who is unlawfully absent from school, written notice that the  
31 student's attendance at school is required by law.

32 Additionally, the Principal or designee must report promptly to the GMSD Student Services Supervisor,  
33 the names of all students who have withdrawn from school or who have accumulated five (5) days of  
34 unexcused absences. Each successive accumulation of five (5) days of unexcused absences by a student  
35 must also be reported.

1 When a student accumulates five (5) days of unexcused absences, the GMSD Student Services  
2 Supervisor shall serve upon the parent, guardian, or other person having control of a student subject to  
3 compulsory attendance who is unlawfully absent from school, written notice that the student's attendance  
4 at school is required by law. The GMSD Student Services Supervisor shall send a new notice after each  
5 successive accumulation of five (5) unexcused absences.

6 After a student has accumulated five (5) unexcused absences, and after given adequate time, as  
7 determined by the GMSD Student Services Supervisor, the student's parent, guardian, or other person  
8 having control of the student has failed to turn in documentation to excuse those absences, the GMSD  
9 Student Services Supervisor or designee shall implement the truancy intervention requirements of the  
10 second tier of the Progressive Truancy Plan.

### 11 **Progressive Truancy Plan**

12 The first tier of truancy prevention is applicable to all GMSD enrolled students. The second and third  
13 tiers of truancy intervention apply to students who have accumulated a minimum of five (5) days of  
14 unexcused absences.

#### 15 **Tier One**

16 Tier One of the Progressive Truancy Plan may include, but is not limited to, the following schoolwide  
17 prevention-oriented supports:

- 18 a) Counseling;
- 19 b) Community-based services;
- 20 c) Other services/supports to address student performance.

21 The Whole Student Director may be consulted about the school-wide prevention-oriented supports  
22 and/or individual student supports.

#### 23 **Tier Two**

24 Tier Two of the Progressive Truancy Plan shall include:

- 25 a) A conference with the GMSD Student Services Supervisor/designee, and the student and  
26 the parent, guardian, or other person having control of the student;
- 27 b) A resulting attendance contract to be signed by the student, the parent, guardian, or other  
28 person having control of the student, and the GMSD Student Services  
29 Supervisor/designee;

30 The contract must include:

- 31 (1) a specific description of the school's attendance expectations for the student;
- 32 (2) the period for which the contract is in effect; and

1 (3) penalties for additional absences and alleged school offenses, including additional  
2 disciplinary action and potential referral to Juvenile Court.

3 c) Regularly scheduled follow-up meetings, which may be with the student and the parent,  
4 guardian, or other person having control of the student, to discuss the student's progress;

5 d) An individualized assessment by a school employee of the reasons a student has been  
6 absent from school; and

7 e) If necessary, referral of the student to counseling, community-based services, or other in-  
8 school or out-of-school services aimed at addressing the student's attendance problems.

### 9 **Tier Three**

10 Tier Three of the Progressive Truancy Plan must be implemented if the truancy interventions under Tier  
11 Two are unsuccessful. Tier Three of the Progressive Truancy Plan may consist of one (1) or more of the  
12 following, at the discretion of the GMSD Student Services Supervisor.

13 a) School-based community services;

14 b) Collaboration with the Whole Student Director to provide appropriate supports for  
15 success; or

16 c) Saturday or after-school courses designed to improve attendance and behavior.

### 17 **Judicial Intervention Regarding Truancy**

18 Notwithstanding the above progressive truancy tiers, if any tier of progressive truancy intervention is  
19 unsuccessful, and the GMSD Students Services Supervisor can document that a parent or guardian on  
20 four (4) occasions has failed or refused to:

21 a) attend conferences as set forth in the GMSD Progressive Truancy Plan,

22 b) return telephone calls from the GMSD Student Services Supervisor,

23 c) attend follow-up meetings as set forth in the GMSD Progressive Truancy Plan,

24 d) enter into an attendance contract as set forth in the GMSD Progressive Truancy Plan, or

25 e) actively participate in any of the tiers of truancy intervention set forth in the GMSD  
26 Progressive Truancy Plan,

27 the GMSD Student Services Supervisor may report the student's absences to the Juvenile Court of  
28 Shelby County, Tennessee, without need to proceed to the next tier, if any.

29 Any parent, guardian, or other person who has control of a student, and who violates the State's truancy  
30 law, commits educational neglect, which is a Class C misdemeanor. Each day's unlawful absence  
31 constitutes a separate offense.

**1 MILITARY**

2 Notwithstanding any other law to the contrary, if a student's parent, custodian, or other person with legal  
3 custody or control of the student is a member of the United States Armed Forces, including a member  
4 of a state National Guard or a reserve component called to federal active duty, a public school Principal  
5 shall give the student:

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

7

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

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

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

14 Students receiving an excused absence under this section shall have the opportunity to make up  
15 schoolwork missed and shall not have their class grades adversely affected for lack of class attendance  
16 or class participation due to the excused absence. Students shall have one (1) day to make up work for  
17 each day of excused absence.

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

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

**20 PREGNANT STUDENTS**

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

**25 CREDIT/PROMOTION DENIAL**

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

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

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

1 **ATTENDANCE HEARING**

2 ~~An attendance hearing scheduled by the principal, for students with excessive (more than 5) unexcused~~  
 3 ~~absences, will be held to determine if any of the extenuating circumstances exist or to determine if the~~  
 4 ~~student has met the attendance requirements that will allow him/her to pass the course or be promoted.~~  
 5 ~~Upon notification of the attendance committee's decision, the principal shall send written notification to~~  
 6 ~~the Superintendent/designee and the parent(s)/guardian(s) of the student of any action taken regarding~~  
 7 ~~the excessive unexcused absences. The notification shall advise parent(s)/guardian(s) of their right to~~  
 8 ~~appeal such action within two (2) school days to the Superintendent/designee.~~

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

10 ~~Within five (5) school days of the Superintendent/designee rendering a decision, the student's~~  
 11 ~~parent(s)/guardian(s) may request by the Board, and the Board shall review the record. Following the~~  
 12 ~~review, the Board may affirm or overturn the decision of the Superintendent/designee. The action of the~~  
 13 ~~Board shall be final.~~

14 **DRIVER'S LICENSE REVOCATION**

15 **More than ten (10) consecutive or fifteen (15) reported unexcused absences in a semester by a student**  
 16 **during any semester renders a student ineligible to retain a driver's license permit or license or obtain**  
 17 **such if of age.**

18 **In order to qualify for reclaiming a driver's permit or license, the student must make a passing grade in**  
 19 **at least three (3) full unit subjects or their equivalency at the conclusion of a subsequent grading period.**

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**Legal References**

T.C.A. § 49-6-3006  
 T.C.A. § 49-6-3017(c)  
 20 USCA § 1232g  
 TRR/MS 0520-01-02-.17(1)(c); State Board of Education Policy 4.100  
 T.C.A. § 49-6-2904(b)(5)  
 T.C.A. § 49-6-3007  
 T.C.A. § 49-6-3021  
 T.C.A. § 49-6-3007; T.C.A. § 49-6-3009  
 T.C.A. § 49-6-3019  
 T.C.A. § 49-2-203(b)(7); T.C.A. § 49-6-3002(b)  
 TRR/MS 0520-01-02-.17(2)

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**Cross References**

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

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in August</b>	Descriptor Term: <b>Compulsory Attendance Ages</b>	Descriptor Code: <b>6.201</b>	Issued Date: <b>08/**/21</b>
		Rescinds:	Issued: <b>07/21/14</b>

1 Children between the ages of six (6) and seventeen (17) years, both inclusive, must attend a public or  
2 private school.<sup>1</sup> A parent/guardian or legal custodian who believes that their child is not ready to attend  
3 school at the designated age of mandatory attendance may make application to the Principal of the public  
4 school which the child would attend for a one (1) semester or one (1) year deferral in required  
5 attendance.<sup>2</sup> Any such deferral shall be reported to the Superintendent by the Principal. Under certain  
6 circumstances permitted by law, the Board may temporarily excuse students from complying with the  
7 provisions of the compulsory attendance law.<sup>3</sup>

8 Any child residing within the state who is or will be five (5) years of age ~~on or~~ before August 15 ~~who~~  
9 ~~makes application for admission,~~ shall be enrolled into the school designated by the Board, provided that  
10 the child enters within thirty (30) days after the opening day of the term. Any child who will not become  
11 five (5) years of age until after December 31 shall not enter school during that school year.

12 However, if the Superintendent finds through evaluation and testing, at the request of the parent or  
13 guardian, that a child who is five (5) years of age on or before September 30 is sufficiently mature  
14 emotionally and academically, then the child may be permitted to enter Kindergarten.

15 ~~If a child will be five (5) years of age on or before September 30, such child's parent(s)/legal guardian~~  
16 ~~may request that the child be admitted into kindergarten.<sup>5</sup> Upon request, the Superintendent shall~~  
17 ~~administer an evaluation and examination. If the results indicate that the child is sufficiently mature~~  
18 ~~emotionally and academically, then the child may be enrolled into kindergarten. The director of schools~~  
19 ~~shall develop procedures and forms to implement the provisions of this policy.<sup>4</sup>~~

20 No child shall be eligible to enter first grade without having attended an approved kindergarten program.<sup>6</sup>

21 A child entering a special education program shall be no less than three (3) years of age.<sup>7</sup>

22 A person eighteen (18) years of age or older who applies for admission must have the application  
23 approved by the Principal and Director of Schools when:

- 24 1. He/she fails to enroll within thirty (30) calendar days after school officially starts; or
- 25 2. He/she has dropped out of school and wants to re-enter.

26 Admission cannot be denied on age alone.

27 The compulsory attendance law shall not apply to the following:<sup>8</sup>

- 28 1. A student who has received a diploma or other certificate of graduation;

- 1        2. A student who is enrolled and making satisfactory progress in a course leading to a GED;
  - 2        3. A student who is six (6) years or younger and whose parent or guardian has filed notice of intent
  - 3            to conduct home school with the director of schools; or
  - 4        4. A student enrolled in a home school who has reached the age of seventeen (17).
- 5    The Board may excuse a student who is seventeen (17) or older if his/her continued attendance is  
6    detrimental to good order and discipline and to the instruction of other students and is not of  
7    substantial benefit to the student being excused, if the board first obtains the recommendation in  
8    writing from the Superintendent and the Principal.
- 9

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Legal References

1. TCA 49-6-3001(c)(1)
2. TCA 49-6-3001(c)(5)
3. TCA 49-6-3005
4. TCA 49-6-201(b)(3); TCA 49-6-3001(b)(1)
5. TCA 49-6-3001(b)(2)(B)
6. TCA 49-6-201(8)(d)
7. 20 U.S.C. Sec 5. 1400—1485
8. TCA 49-6-3001(c)(2)(A)—(D)

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Cross References

Special Education Program 4.202  
Adult Education Program 4.208  
Special Education Students 6.500

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in August</b>	Descriptor Term: <b>Home Schools</b>	Descriptor Code: <b>6.202</b>	Issued Date: <b>08/**/21</b>
		Rescinds:	Issued: <b>07/07/14</b>

1 A “home school” is a school conducted or directed by a parent or parents or legal guardian or  
2 guardians for their own children. Home schools, which teach K-12 where the parents are associated  
3 with an organization that conducts church-related schools (*as defined by § 49-50-801*) are exempt from  
4 the following provisions, but must follow procedures issued by the State Department of Education.

5 A parent wishing to conduct a home school shall meet the following requirements:<sup>1</sup>

- 6 1. Provide annual notice to the director of school before the commencement of each school year  
7 of the intent to conduct a home school;
- 8 2. Submit to the Superintendent, the name, number, age, grade level of children involved, location  
9 of the school, curriculum to be offered, proposed hours of instruction, qualifications of the  
10 parent/teacher;
- 11 3. Maintain attendance records, subject to inspection of the local Superintendent;
- 12 4. Submit attendance records to the Superintendent at the end of each school year;
- 13 5. Provide instruction for at least four (4) hours per day for the same number of instructional days  
14 as are required by state law for public schools;
- 15 6. Possess a high school diploma, ~~or~~ GED or HiSet;
- 16 7. Cooperate in the administration to home school students of appropriate tests by the  
17 Commissioner of Education, his/her designee or by a professional testing service in grades five  
18 (5), seven (7), and nine (9).
- 19 8. Take actions according to state law if home school student falls behind appropriate grade level;
- 20 9. Submit proof to the Superintendent that the home school student has been vaccinated as  
21 required by law;
- 22 10. Submit proof to the Superintendent that other health services and examinations as required by  
23 law have been received by the home school student; and
- 24 11. In the event of illness or inadequacy of the home school parent-teacher to teach a specific  
25 subject, employ a tutor having the same qualifications as required of parent/teacher.

1 If one or more of these requirements are not met, the Board authorizes the Superintendent to take  
2 formal action to bring the child into compliance with the compulsory attendance law (until the child  
3 has reached age 17), either in the home school or in a public, private or church-related school.

4 It shall be the policy of this Board that all students that wish to attend a school in the Germantown  
5 Municipal District, and are coming from a Home School or non-accredited public/private school, will  
6 complete a placement test. The Superintendent's designee will give the test and the student will be  
7 placed in the appropriate grade, depending on the results of the test.

8 The Superintendent, through the attendance supervisor, shall have the attendance records of the home  
9 school inspected at least two (2) times each school year in order to provide assistance in implementing  
10 the Compulsory Attendance Law.

11 If a home school student falls more than one (1) year behind his appropriate grade level in his/her  
12 comprehensive test score for two (2) consecutive tests, and if a certified teacher who would have  
13 taught the child at his/her grade level determines through appropriate means that the student is not  
14 learning disabled, the Superintendent shall require the parents to enroll the child in a public, private or  
15 church-related school.

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Legal References

1. TCA § 49-6-3050

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term: <b>Alternative School Program</b>	Descriptor Code: <b>6.319</b>	Issued Date: <b>08/**/21</b>
		Rescinds:	Issued: <b>11/20/17</b>

1 ~~The Germantown Municipal School District shall operate an alternative education program for students~~  
2 ~~in grades 6-12 who have been suspended or expelled from regular school programs.<sup>1</sup> Students that~~  
3 ~~return from incarceration or a mental health facility may transition through the alternative program.~~

4 ~~Alternative school programs shall be operated in accordance with state laws and the rules of the State~~  
5 ~~Board of Education<sup>2</sup> and instruction shall proceed as nearly as practicable in accordance with the~~  
6 ~~instructional programs at the student's home school.~~

7 ~~The Superintendent is authorized to develop appropriate procedures to implement this policy and to~~  
8 ~~ensure compliance with relevant state laws and regulations.~~

9 The Board shall operate an alternative school program for students in grades 6-12 who have been  
10 suspended or expelled from regular school programs. The Board recognizes the impact of exclusionary  
11 discipline practice on students; therefore, placement in the alternative education setting should be  
12 reserved for infractions that significantly disrupt the educational process.

13 Attendance in the alternative school shall be mandatory for students that have been suspended for more  
14 than ten (10) days or expelled from school, unless the student has been expelled for a zero-tolerance  
15 offense as defined by GMSD Policy. A Superintendent/designee is not required to assign a student who  
16 has been suspended for more than ten (10) days or expelled to the alternative school, if the offense for  
17 which the student was suspended or expelled was due to an act of violence or threatened the safety of  
18 persons attending or assigned to the student's school. For all students that have been expelled for a zero-  
19 tolerance offense, the Superintendent shall determine whether to assign the student to the alternative  
20 school or alternative program on a case-by-case basis. Students attending alternative school shall  
21 provide their own transportation.

## 22 **Requirements**

23 (a) The instruction shall be as nearly as practicable in accordance with the instructional program in  
24 the student's regular school.

25 (b) All course work and credits earned shall be transferred and recorded in the student's regular  
26 school.

27 (c) Students attending the alternative school are subject to all rules of their regular school. Violations  
28 of rules may cause students to be removed from the alternative program but shall not constitute  
29 grounds for extending the length of original suspension or expulsion.

- 1 (d) All laws, rules and regulations shall be followed with children eligible for special education. If  
2 a student has an active Individualized Education Program (IEP), a 504 plan, or is suspected of  
3 having a disability, all state and federal laws and rules relating to special education shall be  
4 followed.
- 5 Prior to the assignment of a student with a disability to the alternative school, the IEP team shall  
6 review the student's IEP to ensure the alternative education program is able to provide the  
7 services the student needs and is the least restrictive environment. If a change of placement is  
8 made, due process procedures are mandated.
- 9 Prior to the assignment of a student to the alternative school, the student's parents or guardians  
10 must be provided written notice of the alternative school referral and the reason for placement in  
11 the alternative school.
- 12 (e) Reasons for placement in the alternative school must be documented.
- 13 (f) Alternative school teachers must have a valid Tennessee teacher license.
- 14 (g) Support services such as counseling and psychological services must be accessible for students  
15 attending the alternative school.
- 16 (h) All alternative school classrooms shall have working two-way communication systems that make  
17 it possible for teachers and other employees to notify a Principal, Supervisor or other  
18 administrator that there is an emergency.
- 19 (i) Alternative school teachers and other employees shall be notified of GMSSD's emergency  
20 procedures prior to the beginning of classes for each school year.
- 21 (j) Students enrolled in the alternative school shall participate in all required state assessments at  
22 sites determined by the GMSSD Director of Academics.
- 23 The Supervisor of the alternative school, in conjunction with the high school or middle school Principal  
24 or their respective designees, shall develop and implement formal transition plans for the integration of  
25 students from high school or middle school to the alternative school and from the alternative school to  
26 the high school or middle school. The plans shall be targeted to improve communication between the  
27 high school or middle school and the alternative school staff, provide professional development and  
28 opportunities shared by the high school or middle school staff and the alternative school staff, align  
29 curricula between the high school or middle school and the alternative school, provide for educational  
30 and behavioral supports, develop graduate and post-secondary goals, develop quality intake procedures  
31 for students returning to the regular high school or middle school program and provide student follow-  
32 up upon return to the regular high school or middle school program.

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Legal References

1. TCA § 49-6-3402(a)
2. TRR/MS 0520-1-2-.09

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Cross References

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Physical Examinations and Immunizations</b>	Descriptor Code: <b>6.402</b>	Issued Date: <b>08/**/21</b> <b>09/15/14</b>
		Rescinds:	Revised: <b>06/08/21</b>

## 1 **PHYSICAL EXAMINATIONS<sup>1</sup>**

2 The District is concerned about the health and wellness of the entire student community. To this end,  
3 physical examinations, except as exempt by statute, shall be required of students.

- 4 1. Entering school for the first time<sup>2</sup> (applies to all schools, including Pre-K, for whom there is no  
5 health record); or  
6 2. Participating in interscholastic athletics (including any strenuous physical activity program  
7 covered by TSSAA)<sup>3</sup>

8 Cost for the examination shall be borne by the parent or guardian of the student and a copy retained on  
9 file at the school.

## 10 Physical Examination Administered by the District

11 The District will not conduct student physical examinations without parental consent.<sup>4</sup> Parents have the  
12 right to opt their child out of non-emergency, invasive physical examination or screening that is (1) not  
13 required as a condition of attendance, administered by the school and scheduled by the school in  
14 advance; and (2) not necessary to protect the immediate health and safety of the student, or of other  
15 students.

16 An invasive physical examination does not include hearing, vision, blood pressure, height, weight, or  
17 scoliosis screening. Parents/guardians will be notified of dates and times when such screenings will be  
18 conducted and will receive written notification of any screening results indicating a condition that  
19 might interfere or tend to interfere with student's progress.

## 20 **IMMUNIZATIONS**

21 **A.** No students entering school, including those entering pre-kindergarten, kindergarten, **or** first  
22 grade, ~~those from out of state and those from non-public schools,~~ will be permitted to enroll (or attend)  
23 without proof of immunization.

24 **B.** It is the responsibility of **all the** parents **and** ~~or~~ guardians to have their children immunized and  
25 to provide such proof to the principal of the school the student is to attend.<sup>5</sup>

26 **C.** (1) Proof of immunizations shall be established by a Certificate of Immunization listing  
27 all immunizations that a child has received. The certificates shall be signed by a physician or a health  
28 care provider administering immunizations. All Certificates of Immunizations shall be on forms  
29 furnished by the Tennessee Department of Health.  
30

1 (2) However, if a student is a natural or adopted child or stepchild of a member of the  
2 Armed Forces engaged in active military service of the United States or a member of the Tennessee  
3 National Guard engaged in active military service for the United States, the following shall satisfy the  
4 proof of immunization requirement. Notwithstanding Section (C)(1) above, out-of-state immunization  
5 records evidencing a child's immunization are sufficient to permit a child to attend GMSD schools  
6 provided that the parent of a child immunized in another state provides GMSD and the Tennessee  
7 Department of Health with the child's out-of-state immunization records.

8  
9 For Exemptions, in absence of epidemic or immediate threat, parents or guardian shall file with school  
10 authorities a signed, written statement that such measures conflict with his/her religious tenets or  
11 practice; or due to medical reasons if such child has a written statement from his/her doctor excusing  
12 him from such immunizations.<sup>6</sup>

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#### Legal References

1. 20 USCA § 1232h(c)
2. TRR/MS 0520-1-03-.08(2)(a)
3. TRR/MS 0520-01-03-.08(2)(b)
4. Tennessee School Health Screening Guidelines,  
[https://www.tn.gov/assets/entities/education/attachments/csh\\_school\\_health\\_screening\\_guidelines.pdf](https://www.tn.gov/assets/entities/education/attachments/csh_school_health_screening_guidelines.pdf)
5. TCA 49-6-5001(a), (c)
6. TCA 49-6-5001(b)(2)

# Germantown Municipal School District

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Child Abuse and Child Sexual Abuse</b>	Descriptor Code: <b>6.409</b>	Issued Date: <b>08/**/21</b> <b>08/25/20</b>
		Rescinds: <b>6.409</b>	Revised: <b>06/08/21</b>

1 It is the policy of the GMSD that all instances of suspected child abuse or neglect be reported to the  
2 Department of Children's Services as well as the appropriate GMSD personnel. All personnel shall be  
3 alert for any evidence of child abuse or neglect.<sup>1</sup> It is the law of the State of Tennessee that teachers  
4 and other persons employed in the public school system are required to report suspected child abuse  
5 and child sexual abuse. The following reporting guidelines will be followed by all GMSD employees.

6 If any teacher, school official or other personnel has knowledge or reasonable cause to suspect that a  
7 child who attends the school may be a victim of child abuse or child sexual abuse, the teacher, school  
8 official, or other school personnel must follow this policy.

## 9 Child Abuse Coordinator<sup>2</sup>

10 A Child Abuse Coordinator and an Alternate Child Abuse Coordinator has been assigned to each  
11 GMSD school. The name and contact information for each child abuse coordinator and alternative  
12 child abuse coordinator shall be posted in each GMSD school at the commencement of each school  
13 year.

14 The Child Abuse Coordinator and the Alternative Child Abuse Coordinator shall serve in the capacity  
15 set forth by TC.A. § 49-6-1601 and shall likewise receive the training set forth in that State law.<sup>3</sup>

## 16 **REPORTING**

17  
18 I. A. If a child voluntarily discloses information about possible abuse to a school teacher,  
19 school official, or other school personnel, then the child must be provided a quiet and  
20 private place to speak and the person receiving the information must listen openly and  
21 speak at the child's level in a positive, non-judgmental tone.

22  
23 B. The person receiving the information from the child must:

24 (i) Allow the child to say what happened in the child's own words;

25 (ii) Avoid conducting an investigation by asking the child detailed questions;

26 (iii) Make every effort to write down the child's exact words;

27  
28 (iv) Refrain from making any statements to the child about the alleged abuse, the  
29 alleged abuser, or the consequences of the child reporting the alleged abuse; and  
30  
31  
32

- 1 (v) Immediately notify the school Child Abuse Coordinator and report the  
2 information to the Department of Children's Services and/or law enforcement.<sup>4</sup>  
3

4 II. Teachers, school officials, and other school personnel should be observant of any bruising,  
5 injury, markings, or other unusual behavior that may be the result of child abuse or neglect,  
6 and immediately report any suspicions to the school's Child Abuse Coordinator.  
7 Photographs of any bruising, injury, or markings must not be taken by any school Child  
8 Abuse Coordinator, teacher, official, or other school personnel. Upon receiving a report of  
9 suspicion of child abuse or child sexual abuse, the Child Abuse Coordinator, along with the  
10 reporting school personnel who obtained the information from the child, must report any  
11 suspected child abuse or child sexual abuse the Department of Children's Services or law  
12 enforcement.

13 III. If a third party informs a teacher, school official, or other school personnel of a reasonable  
14 suspicion that a child at the school may be the victim of child abuse or child sexual abuse, then  
15 the teacher, school official, or other school personnel must:

- 16  
17 a. Encourage the third party to report the suspicion to the Department of Children's  
18 Services or law enforcement;  
19 b. Notify the school's Child Abuse Coordinator; and  
20 c. Report all information received from the third party to the Department of Children's  
21 Services or law enforcement.

22 IV. Teachers, school officials, and other school personnel must maintain confidentiality of all  
23 information regarding any child abuse or child sexual abuse report and all information regarding the  
24 suspected child abuse or child sexual abuse must be maintained by the school Child Abuse Coordinator  
25 in a confidential file separate from the child's educational file.

26 V. (1) **In conjunction with the Department of Children's Services,** School Child Abuse  
27 Coordinators, teachers, school officials and other school personnel shall ~~not~~ provide ~~any~~ information  
28 relevant to the suspected child abuse, ~~or~~ child sexual abuse, **or neglect** to the child's parent or guardian  
29 ~~and must refer any questions from the child's parent or guardian to the Department of Children's~~  
30 ~~Services~~ **if: (1) federal law or regulation mandates disclosure and (2) if the parent or guardian is not**  
31 **alleged to be the perpetrator, or in any way complicit in the child abuse, child sexual abuse, or neglect.**

32 (2) **School Child Abuse Coordinators, teachers, school officials, and other school personnel**  
33 **shall NOT provide information relevant to the suspected child abuse or child sexual abuse to the**  
34 **child's parent or guardian if: (1) federal law or regulation does not mandate disclosure or (2) if the**  
35 **parent or guardian is alleged to be the perpetrator or in any way complicit in the child abuse or child**  
36 **sexual abuse. Under such circumstances, all questions from parents or guardians concerning the**  
37 **alleged child abuse or child sexual abuse shall be referred to the investigating law enforcement agency**  
38 **and the Department of Children's Services.**

1 VI. The principal or his/her designee will inform the School Resource Officer of all allegations of child  
2 abuse or neglect which may have occurred on GMSD property. Administration shall make necessary  
3 notifications as required by Tennessee state law.

4 VII. The superintendent or his/her designee shall develop reporting procedures, including sample  
5 indicators of abuse and neglect, and shall disseminate the procedures to all school personnel.

## 6 **INVESTIGATIONS**

7 School administrators and employees have a duty to cooperate, provide assistance, and information in  
8 child abuse investigations<sup>5</sup> including permitting child abuse investigators to conduct interviews while  
9 the child is at school. The principal may control the time, place, and circumstances of the interview but  
10 may not insist that a school employee be present even if the suspected abuser is a school employee or  
11 another student.<sup>6</sup>

## 12 **PENALTIES**

13  
14 Any person required to file a report regarding suspected child abuse and neglect who is found guilty of  
15 failure to do so is subject to disciplinary action up to and including termination, as well as current legal  
16 penalties established by state law.

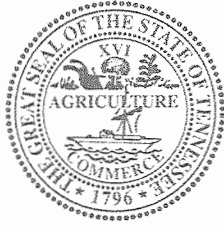
17 Any employee found to have committed child abuse or child sexual abuse upon any GMSD student  
18 shall be terminated from their employment with GMSD.

19 Any student found to have committed child abuse or child sexual abuse upon another student shall  
20 receive the appropriate disciplinary action which may include expulsion.

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### Legal References

1. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605(a)(4)
2. H.B. 2461, 111<sup>th</sup> Tenn. Gen. Assembly (2020)
3. TCA 37-1-408
4. TCA 37-1-403(a)(2); H.B. 2461, 111<sup>th</sup> Tenn. Gen. Assembly (2020)
5. TCA 37-1-611(b)
6. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)



# State of Tennessee

## PUBLIC CHAPTER NO. 493

### SENATE BILL NO. 623

By Bell, Johnson, Kelsey, Pody, Stevens, Bowling

Substituted for: House Bill No. 580

By Ragan, White, Cepicky, Sherrell, Smith, Darby, Zachary, Grills, Howell, Helton, Lamberth, Rudd, Terry, Casada, Littleton, Warner, Carr, Carringer, Griffey, Crawford, Weaver, Bricken, Gillespie, Wright, Rudder, Calfee, Williams, Halford, Tim Hicks, Alexander, Cochran, Russell, Moody, Hawk, Hulse, Todd, Jerry Sexton, Garrett, Moon, Holsclaw, Doggett, Sparks, Powers, Hurt, Reedy, Gant, Faison, Kumar, Eldridge, Leatherwood, Marsh, Vaughan, Boyd, Hall, Haston, Ogles, Lynn

AN ACT to amend Tennessee Code Annotated, Title 4 and Title 49, relative to education.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 49-1-102, is amended by deleting subsections (a) and (b) and substituting:

(a) The system of public education in this state is governed in accordance with laws enacted by the general assembly and under rules, policies, standards, and guidelines adopted by the state board of education that are necessary for the proper operation of public education in pre-kindergarten through grade twelve (pre-K-12). The state board shall formulate the rules, policies, standards, and guidelines with assistance from the commissioner of education, as the state board may request.

(b) The commissioner shall perform the duties assigned to the commissioner by law and is responsible for the administration, implementation, supervision, and enforcement of the rules, policies, standards, and guidelines of the state board of education.

SECTION 2. Tennessee Code Annotated, Section 49-1-201(c)(14), is amended by deleting the subdivision.

SECTION 3. Tennessee Code Annotated, Section 49-1-201(c), is amended by deleting subdivision (19) and substituting:

(19) Inspect, approve, and classify private schools in accordance with the rules of the state board of education;

SECTION 4. Tennessee Code Annotated, Section 49-1-201(c), is amended by deleting subdivision (20) and substituting:

(A) Prepare and present to the state board of education for its approval, disapproval, or amendment rules that are necessary to implement the policies, standards, or guidelines of the state board or the education laws of the state;

(B) In the absence of the state board, the commissioner shall have, if necessary, the emergency rulemaking authority provided for in the Uniform Administrative Procedures Act, compiled in title 4, chapter 5; and

(C) The commissioner may prepare and promulgate, without board approval, rules that are solely necessary for the internal administrative operation and functions of the department. The department's authority does not supersede the powers of the state board and may be used only in performance of the commissioner's administrative responsibilities;

SECTION 5. Tennessee Code Annotated, Section 49-1-211, is amended by deleting subsection (a) and substituting instead the following:

(a) The commissioner of education shall annually publish information on the department's website, including, but not limited to:

(1) The results of state-conducted compliance and performance audits of LEAs;

(2) Value-added assessment organized by grade band, school, and LEA;

(3) School performance indicators including performance on the Tennessee comprehensive assessment program (TCAP), dropout rates, the number of waivers granted pursuant to § 49-1-201(d), local financial contribution to education, attendance rates, and other indicators of school performance adopted by the state board of education;

(4) School and LEA performance designations pursuant to § 49-1-602;

(5) A comparison of expenditures by category and program for each LEA with statewide averages;

(6) Student dropout rates organized by school and LEA, disaggregated by sex and race;

(7) Student suspension and expulsion rates organized by school and LEA, disaggregated by sex and race;

(8) High school graduation rates organized by high school and LEA, disaggregated by sex and subgroup pursuant to applicable federal law. The high school graduation information must be placed on the annual state, LEA, and school-level report cards posted on the department's website;

(9) Alternative school performance indicators as reported to the department by LEAs pursuant to § 49-6-3405;

(10) A list of the advanced placement (AP) courses offered in each LEA and a list of the AP courses offered in each of the LEA's schools serving grades in which AP courses may be taken;

(11) The number of students taking AP courses and the percentage of students scoring three (3) or above on AP exams organized by each school and LEA serving grades in which AP courses may be taken;

(12) A list of the dual enrollment courses offered in each school and LEA and the number of dual enrollment courses taken by students enrolled in each of the LEA's schools serving grades in which dual enrollment courses may be taken;

(13) The percentage of students successfully completing dual enrollment courses, which must be reported by the LEA and by the school serving grades in which dual enrollment courses may be taken;

(14) ACT academic achievement data, including the number and percentage of students with a twenty-one (21) composite score or higher and the number and percentage of students meeting the college readiness benchmark in English, mathematics, reading, and science for each LEA and high school with at least ten (10) students taking the exam. The data shall not contain private or individual student information. The data must be included on the department's website; provided, that it is received by the department from ACT; and

(15) SAT college-bound seniors district profile for each LEA with at least twenty-five (25) students taking the SAT. The data shall not contain private or individual student information. The data must be included on the department's website; provided, that it is received by the department from the college board.

SECTION 6. Tennessee Code Annotated, Section 49-1-211, is amended by deleting subsections (b) and (c) and substituting instead the following:

(b) TCAP scores reported pursuant to subdivision (a)(3), or otherwise, must be disaggregated by subgroup.

SECTION 7. Tennessee Code Annotated, Section 49-1-302(a)(13), is amended by deleting the subdivision.

SECTION 8. Tennessee Code Annotated, Section 49-1-303, is amended by deleting the section.

SECTION 9. Tennessee Code Annotated, Section 49-1-1007, is amended by deleting the language "By July 1, 2017, and each July 1 thereafter," and substituting instead the language "By October 1, 2021, and each October 1 thereafter,".

SECTION 10. Tennessee Code Annotated, Section 49-2-116(d), is amended by deleting the last sentence.

SECTION 11. Tennessee Code Annotated, Section 49-2-406, is amended by deleting the section and substituting instead the following:

Each director of schools or local board of education shall make all reports required by the commissioner of education.

SECTION 12. Tennessee Code Annotated, Section 49-6-5001(a), is amended by deleting the language ", subject to the approval of the public health council,".

SECTION 13. Tennessee Code Annotated, Title 49, Chapter 7, Part 1, is amended by adding the following as a new section:

(a) The governing body of the University of Tennessee system, the state university and community college system, or a state university may lease public lands under the governing body's jurisdiction to fraternities and sororities for a nominal consideration for a term not to exceed ninety-nine (99) years. A majority of the governing body may direct the chancellor, president, or chair of the governing body to execute the leases on behalf of the public institution of higher education; provided, that the leases are approved by the governor and the attorney general and reporter. A governing body shall consent in writing before a lease under this section is assigned or the premises are sublet or subleased. Prior to the commencement of the construction or installation of any improvement, the governing body shall approve the plans and specifications pertaining to the improvement. The governing body shall approve material alterations and all additions to the improvements constructed or installed on the premises prior to the commencement of the alterations or additions. The governing body shall promulgate rules for the operation and maintenance of the leased properties. At the end of the term of any lease, and in the event that any lessee violates the lessee's lease agreement or any rule adopted pursuant to this section, or violates this section, the lease terminates and the improved premises become the exclusive property of the governing body. The governing body shall take possession of the property. The lease may contain a provision for an option to renew the lease when the lease expires upon the conditions that the premises are not needed for use for other purposes in connection with the state's educational program and the building and improvements are suitable for occupancy without major repairs, remodeling, or alterations in accordance with the generally accepted standards for housing prevailing at public institutions of higher education. If the governing body does not renew a lease at the end of the term, then the governing body may pay the lessee the reasonable value of the improvements; however, in the event that the lease is not renewed, the title to the improvements vests in the state, and the state shall take possession of the premises, including the improvements, upon the expiration of the term.

(b) Any construction or installation of any improvements upon the property of a public institution of higher education by a fraternity or sorority pursuant to a lease agreement with the governing body is exempt from § 4-15-102(c), and from the Prevailing Wage Act for State Highway Construction Projects, compiled in title 12, chapter 4, part 4; provided, that the fraternity or sorority shall solicit competitive bids for the construction or installation and shall award the construction or installation contract to the lowest qualified bidder unless the fraternity or sorority can secure the work from alumni or supporters at a lesser cost than the lowest qualified bid.

SECTION 14. Tennessee Code Annotated, Section 49-1-305, is amended by deleting subsection (b) and substituting:

(b) The state board's staff is subject to personnel rules and policies that are applicable to state employees in general, including leave, compensation, classification, and travel rules and policies. The state board controls the work of the executive director and may terminate the executive director's employment. The state board and the executive director, in accordance with subsection (a), have the sole authority to appoint, terminate, and control staff employees. The board's employees do not have preferred service status.

SECTION 15. Tennessee Code Annotated, Section 49-1-607, is amended by deleting the section and substituting:

A person found to have violated security guidelines for administration of the Tennessee comprehensive assessment program (TCAP) test, or a successor test, including making or distributing unauthorized copies of the test, altering a grade or answer sheet, providing copies of answers or test questions, or otherwise compromising the integrity of the testing process must be placed on immediate suspension, and such actions constitute grounds for dismissal, including dismissal of tenured employees. Such actions are grounds for revocation of state licensure.

SECTION 16. Tennessee Code Annotated, Section 49-1-703, is amended by deleting the language "state board of education" and substituting the language "department of education".

SECTION 17. Tennessee Code Annotated, Section 49-2-202(a)(4), is amended by deleting the language "GED®" wherever it appears and substituting the language "GED® or HiSET®".

SECTION 18. Tennessee Code Annotated, Section 49-5-108(c)(5), is amended by deleting the language "supervisor, principal, or" wherever it appears.

SECTION 19. Tennessee Code Annotated, Section 49-5-108, is amended by deleting subsection (e) and substituting:

(e) Institutions with authorized teacher training programs shall ensure that persons seeking licensure in this state receive appropriate instruction in the teaching of reading.

SECTION 20. Tennessee Code Annotated, Section 49-5-111, is amended by deleting subsection (a) and substituting:

(a) Educational assistants shall have, at a minimum, a high school diploma, GED®, or HiSET®, and shall show demonstrable proficiency in reading and writing skills.

SECTION 21. Tennessee Code Annotated, Section 49-5-411(b), is amended by deleting subdivision (4) and substituting:

(4) If the state board of education finds that a teacher has broken the teacher's contract, then the state board may suspend the teacher's license for no less than thirty (30) days and no more than three hundred sixty-five (365) days;

SECTION 22. Tennessee Code Annotated, Section 49-6-108, is amended by deleting subdivision (7).

SECTION 23. Tennessee Code Annotated, Section 49-6-3001, is amended by deleting subsections (a) and (b) and substituting:

(a) The public schools are free to all persons residing within the state who are above five (5) years of age, or who will become five (5) years of age on or before August 15.

(b)(1) Any child residing within the state who is five (5) years of age, or who will become five (5) years of age on or before August 15, may enter the public school designated by the local board of education having appropriate jurisdiction at the beginning of the term; provided, that the child enters within thirty (30) days after the opening day of the term.

(2)(A) Any child who will not become five (5) years of age until after December 31 shall not enter school during that school year; provided, that LEAs having semiannual promotions may admit, at the beginning of any semester, children who will become five (5) years of age within sixty (60) days following the opening of the semester.

(B) Notwithstanding subdivision (b)(2)(A), if the director of schools finds through evaluation and testing, at the request of the parent or legal guardian, that a child who is five (5) years of age on or before September 30 is sufficiently mature emotionally and academically, then the child may be permitted to enter kindergarten.

(3) Where a student meets the requirements of the state board of education for transfer or admission purposes, the student may be admitted by a local board of education, notwithstanding any other provision or act to the contrary.

SECTION 24. Tennessee Code Annotated, Section 49-6-3001(c)(2)(B), is amended by deleting the first sentence of the subdivision and substituting:

Is enrolled and making satisfactory progress in a course leading to a GED® or HiSET® from a state-approved institution or organization, or who has obtained a GED® or HiSET®.

SECTION 25. Tennessee Code Annotated, Section 49-6-3001(d), is amended by deleting the subsection.

SECTION 26. Tennessee Code Annotated, Section 49-6-3017(b)(1), is amended by deleting the subdivision and substituting:

(1) Enrolled and making satisfactory progress in a course leading to a GED® or HiSET® from a state-approved institution or organization, or has obtained a GED® or HiSET®;

SECTION 27. Tennessee Code Annotated, Section 49-6-3017(d), is amended by deleting the language "GED®" and substituting "GED®, HiSET®".

SECTION 28. Tennessee Code Annotated, Section 49-6-3017(f), is amended by deleting the language "GED®" wherever it appears and substituting "GED® or HiSET®".

SECTION 29. Tennessee Code Annotated, Section 49-6-3050(a)(2), is amended by deleting subdivision (B) and substituting:

(B) Parent-teachers who register with an organization, as defined by § 49-50-801, for conducting a home school for students in grades nine through twelve (9-12) must possess at least a high school diploma, GED®, or HiSET®.

SECTION 30. Tennessee Code Annotated, Section 49-6-3050(b)(4), is amended by deleting the subdivision and substituting:

(4) Possession of a high school diploma, GED®, or HiSET® by the parent-teacher;

SECTION 31. Tennessee Code Annotated, Section 49-6-3110, is amended by deleting the section.

SECTION 32. Tennessee Code Annotated, Section 49-6-5002, is amended by deleting subsection (b).

SECTION 33. Tennessee Code Annotated, Section 49-6-6001(g), is amended by deleting the language "general equivalency development credential (GED®)" and substituting "GED® or HiSET®".

SECTION 34. Tennessee Code Annotated, Section 49-6-8103(c)(2), is amended by deleting the language "eighteen (18) credits" and substituting "seventeen (17) credits".

SECTION 35. Tennessee Code Annotated, Section 49-13-110, is amended by deleting subsection (d) and substituting:

(d) The governing body of the public charter school may petition the authorizer to amend the original charter agreement. The state board of education shall determine the timelines for approval and the appeal process until 11:59 p.m. on June 30, 2021. Beginning July 1, 2021, the commission shall determine the timelines for approval and the appeal process. If the authorizer is the state board of education or the commission, then an appeal shall not be made of the state board of education's or the commission's decision to deny a petition to amend the charter agreement. The governing body of a public charter school may petition the authorizer for voluntary termination of the charter agreement before the charter agreement expires.

SECTION 36. Tennessee Code Annotated, Section 4-5-231, is amended by adding the following language as a new subsection:

(c) Subsection (b) does not apply to the state board of education.

SECTION 37. Tennessee Code Annotated, Section 49-1-1002(b)(1), is amended by deleting the language "Section 49-6-1005(a) and the" and substituting "The".

SECTION 38. Tennessee Code Annotated, Section 49-3-318(b)(1), is amended by deleting the language "The system shall consist of three (3) grant programs as follows:" and substituting instead the language "The system consists of the following grant programs:".

SECTION 39. Tennessee Code Annotated, Section 49-7-2109, is amended by deleting subsection (d).

SECTION 40. Tennessee Code Annotated, Section 49-1-302(a), is amended by deleting subdivision (16) and substituting:

(16) Develop and adopt a uniform grading system to be implemented in all public schools in the state for purposes of calculating the cumulative grade point averages of students who are seeking financial academic assistance provided by the state. The state board may promulgate rules for the administration of this subdivision (a)(16);

SECTION 41. Tennessee Code Annotated, Section 49-1-302(a)(11), is amended by deleting the language "and regulations prepared by the commissioner".

SECTION 42. Tennessee Code Annotated, Section 49-1-302(a)(2), is amended by deleting the word "policies" and substituting the language "rules and policies".

SECTION 43. Tennessee Code Annotated, Section 49-1-302(a)(5)(A), is amended by deleting the word "policies" and substituting the language "rules and policies".

SECTION 44. Tennessee Code Annotated, Section 49-1-302(a)(6), is amended by deleting the word "policies" and substituting the language "rules and policies".

SECTION 45. Tennessee Code Annotated, Section 49-1-302(a)(7), is amended by deleting the word "policies" and substituting the language "rules and policies".

SECTION 46. Tennessee Code Annotated, Section 49-1-302(a), is amended by deleting subsection (8) and substituting:

(8) Approve all academic standards and adopt rules and policies governing courses of study in the public schools;

SECTION 47. Tennessee Code Annotated, Section 49-1-302(a)(12), is amended by deleting the word "policies" and substituting the language "rules and policies".

SECTION 48. Tennessee Code Annotated, Section 49-1-302(a)(17), is amended by deleting the word "guidelines" and substituting the language "rules, policies, and guidelines".

SECTION 49. Tennessee Code Annotated, Section 49-1-302(d)(2)(A), is amended by deleting the subdivision and substituting:

(A) The committee shall develop and recommend to the board guidelines and criteria for the annual evaluation of all teachers and principals employed by LEAs, including a local level evaluation grievance procedure. This grievance procedure must provide a means for evaluated teachers and principals to challenge only the accuracy of the data used in the evaluation and the adherence to the evaluation policies adopted pursuant to this subdivision (d)(2). Following the development of these guidelines and criteria, the board shall adopt rules and policies. The evaluations must be a factor in employment decisions, including, but not necessarily limited to, promotion, retention, termination, compensation, and the attainment of tenure status; however, this subdivision (d)(2)(A) does not require an LEA to use student achievement data based on state assessments as the sole factor in employment decisions.

SECTION 50. Tennessee Code Annotated, Section 49-5-108(c), is amended by adding the following as a new subdivision:

( ) Notwithstanding any other law, a public school teacher is not required to take an assessment to reactivate a license from this state that has expired if at the time of application to reactivate the license, the public school teacher possesses an active professional license in a state that has a reciprocal agreement with the state board of education pursuant to § 49-5-109.

SECTION 51. Tennessee Code Annotated, Title 49, Chapter 6, Part 10, is amended by adding the following as a new section:

(a) An LEA or public charter school shall not include or promote the following concepts as part of a course of instruction or in a curriculum or instructional program, or allow teachers or other employees of the LEA or public charter school to use supplemental instructional materials that include or promote the following concepts:

(1) One (1) race or sex is inherently superior to another race or sex;

- (2) An individual, by virtue of the individual's race or sex, is inherently privileged, racist, sexist, or oppressive, whether consciously or subconsciously;
- (3) An individual should be discriminated against or receive adverse treatment because of the individual's race or sex;
- (4) An individual's moral character is determined by the individual's race or sex;
- (5) An individual, by virtue of the individual's race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;
- (6) An individual should feel discomfort, guilt, anguish, or another form of psychological distress solely because of the individual's race or sex;
- (7) A meritocracy is inherently racist or sexist, or designed by a particular race or sex to oppress members of another race or sex;
- (8) This state or the United States is fundamentally or irredeemably racist or sexist;
- (9) Promoting or advocating the violent overthrow of the United States government;
- (10) Promoting division between, or resentment of, a race, sex, religion, creed, nonviolent political affiliation, social class, or class of people;
- (11) Ascribing character traits, values, moral or ethical codes, privileges, or beliefs to a race or sex, or to an individual because of the individual's race or sex;
- (12) The rule of law does not exist, but instead is a series of power relationships and struggles among racial or other groups;
- (13) All Americans are not created equal and are not endowed by their Creator with certain unalienable rights, including, life, liberty, and the pursuit of happiness; or
- (14) Governments should deny to any person within the government's jurisdiction the equal protection of the law.

(b) Notwithstanding subsection (a), this section does not prohibit an LEA or public charter school from including, as part of a course of instruction or in a curriculum or instructional program, or from allowing teachers or other employees of the LEA or public charter school to use supplemental instructional materials that include:

- (1) The history of an ethnic group, as described in textbooks and instructional materials adopted in accordance with part 22 of this chapter;
- (2) The impartial discussion of controversial aspects of history;
- (3) The impartial instruction on the historical oppression of a particular group of people based on race, ethnicity, class, nationality, religion, or geographic region; or
- (4) Historical documents relevant to subdivisions (b)(1) - (3) that are permitted under § 49-6-1011.

(c) If the commissioner of education finds that an LEA or public charter school knowingly violated this section, then the commissioner shall withhold state funds, in an amount determined by the commissioner, from the LEA or public charter school until the LEA or public charter school provides evidence to the commissioner that the LEA or public charter school is no longer in violation of this section.


SECTION 52. If any provision of Section 51 or its application to any person or circumstance is held invalid, then the invalidity does not affect other provisions or applications of Section 51, or of this act, that can be given effect without the invalid provision or application, and to that end, the provisions of this act are severable.

SECTION 53. Section 51 of this act takes effect upon becoming a law, the public welfare requiring it, and applies to the 2021-2022 school year and subsequent school years. All other sections of this act take effect upon becoming a law, the public welfare requiring it.

SENATE BILL NO. 623

PASSED: May 5, 2021

  
RANDY McNALLY  
SPEAKER OF THE SENATE

  
CAMERON SEXTON, SPEAKER  
HOUSE OF REPRESENTATIVES

APPROVED this 25<sup>th</sup> day of May 2021

  
BILL LEE, GOVERNOR

**Department of Human Resources**

**1. GMSD SS Policy 3.204: Emergency School Closures**

Rationale: At the beginning of the COVID pandemic, GMSD updated our Emergency School Closures policy to align with the need to allow some employees to be physically present in the building while others worked from home, resulting in some employees being designated as essential. However, in May 2021, Public Chapter 384 was signed into law, which prevents local governmental entities from designating certain employees as essential. Based on this new law, GMSD HR is recommending removing the language designating certain GMSD employees as essential currently contained in SS Policy 3.204.

**2. GMSD HR Policy 5.102: Professional Employment**

Rationale: Public Chapter 211 allows the Superintendent to hire individuals with a teaching permit if a teacher with a valid license is not available. GMSD HR is recommending updating policy 5.102 to clarify that this is an option. In addition, GMSD HR is recommending adding language outlining denial of employment to those individuals who have been identified by the Department of Children’s Services as a perpetrator of child abuse, severe child abuse, child sexual abuse, or child neglect or who poses as an immediate threat to the health, safety, or welfare of children as well as individuals who are listed on the state’s abuse of vulnerable persons registry maintained by the Department of Health.

**3. GMSD HR Policy 5.113: In-Service and Professional Learning Opportunities**

Rationale: The TN General Assembly amended its requirement for all educators to attend a human trafficking in-service training from a one-time training to once every three (3) years. This video training must focus on the detection, intervention, prevention, and treatment of human trafficking in which the victim is a child.

**4. GMSD HR Policy 5.117: Teacher Tenure**

Rationale: GMSD HR is recommending adding wording to Policy 5.117, which addresses the cancellation of TNReady tests during the pandemic, there are no Level of Overall Effectiveness (LOE) scores from the 2019-2020 school year. Chapter 2 of the Public Acts of 2021 revised the tenure law to allow a teacher who has met all other requirements for tenure eligibility but has not acquired an official evaluation score during the last one (1) or (2) years of the probationary period due to unavailable data due to the cancellation of TCAP tests as a result of the COVID-19 pandemic to utilize the most recent (2) years of available evaluation scores achieved during the probationary period to meet the LOE requirements for tenure eligibility.

**5. GMSD HR Policy 5.200: Separation Practices for Tenured Teachers**

Rationale: Previously, state law gave the Commissioner of Education the authority to suspend a teacher's license if he/she broke a contract with a local board of education. A new change to state law, now gives this authority to the State Board of Education. GMSD HR is recommending the updating this policy to reflect the change.

In addition, the Superintendent is required by law to report potential misconduct to the Office of Educator Licensing for licensed educators. GMSD HR is recommending to add wording that

states educators who have a temporary teaching permit will be reported to the State Board of Education for misconduct in the same manner that is done for licensed teachers.

## Department of Exceptional Student Education

### 6. GMSD Policy 4.202: Special Education

Rationale: This policy had minor title and address changes in March of this year. Upon further review and analyzation of recommendations in State Board Rule 0520-01-09 (approved on final reading 2/5/21), the ESE department recommends the following updates to definitions (i.e. changing the word child to student) and rewording of isolation and restraint procedures to match the recommendations from the rule.

### 7. GMSD Policy 4.613 Programs for Students with Disabilities

&

### 8. GMSD New Policy 4.614 Homebound Instruction

The district did not previously have a policy outlining the requirements for homebound instruction other than homebound instruction pertaining to special education students. The State Board of Education has changed the State Board Rule pertaining to who qualifies for homebound services and the process for approving homebound services. In order to fully articulate the homebound process and approval process and for ease of parents and educators to locate the policy, it is recommended that an entirely **new** **GMSD policy 4.614** be created which is entitled, "Homebound Instruction". Because the former State Board requirements are enveloped in **GMSD Policy 4.613**, it is recommended that the homebound provisions contained in the obsolete portion of that policy, are updated and folded into a new comprehensive **GMSD Homebound** policy.

## Department of Student Services

### 9. GMSD Policy 1.810: Reporting Threats of Mass Violence

**Rationale:** Public Chapter 395 requires a person who has knowledge of a threat of mass violence on school property or at a school-related activity to report the threat immediately to:  
(1) The local law enforcement agency with jurisdiction over the school property or school-related activity; and  
(2) The school that is subject to the threat of mass violence.

### 10. GMSD SS Policy 6.201: Compulsory Attendance Ages

**Rationale:** This policy is revised to reflect current law regarding Kindergarten enrollment.

### 11. GMSD SS 6.409: Child Abuse and Child Sexual Abuse

**Rationale:** Public Chapter 161 defines when school officials can and cannot provide relevant information to a child's parent or guardian regarding a claim of abuse.

### 12. GMSD SS 6.402: Physical Examinations and Immunizations

**Rationale:** This policy is revised to reflect current law regarding proof of immunizations. It also clarifies that if a student's guardian is active in the Armed Forces or Military, the out-of-state immunization shall satisfy this requirement.

### **13. GMSD SS 4.301: Interscholastic Athletics**

**Rationale:** Public Chapter 40 requires, for the purposes of participation in a middle school or high school interscholastic athletic activity or event, that a student's gender be determined by the student's sex at the time of the student's birth, as indicated on the student's original birth. If a birth certificate does not appear to be the student's original birth certificate or does not indicate the student's sex at birth, the student must provide other evidence to indicate the student's sex. The student or the student's parent or guardian must pay the cost associated with providing evidence. This bill requires the state board of education, local boards of education, and governing bodies of public charter schools to adopt and enforce policies to ensure compliance with this bill. This bill will not apply to students in kindergarten through fourth grade.

Public Chapter 272 includes new requirements for coaches and the safety of student athletes. In particular, coaches must now adhere to locally developed codes of conduct. Additionally, beginning with the 2022-2023 school year, coaches are required to receive training on severe weather and other safety protocols. The GMSD School Health Supervisor has developed a procedure for the required training.

### **14. GMSD SS 6.202: Home Schools**

**Rationale:** This revision adds the HiSet as a required possible level of education a parent may have to conduct Home School. Previously a high school diploma or GED were the only requirements.

### **15. GMSD SS 6.319: Alternative Discipline Program**

**Rationale:** This policy is revised to reflect that the Superintendent/designee is not required to assign a student who has been suspended for more than ten (10) days or expelled to the alternative school, if the offense for which the student was suspended or expelled was due to an act of violence or threatened the safety of persons attending or assigned to the student's school. It also outlines the requirements for the Alternative School Program.

### **16. GMSD SS 6.200: Attendance, Pregnancy, Truancy**

**Rationale:** Present law requires directors of schools or attendance supervisors to devise and recommend, and LEAs to adopt, a three-tiered progressive truancy intervention plan for students who violate compulsory attendance requirements prior to the filing of a truancy petition or a criminal prosecution for educational neglect. Public Chapter 223 now refers to the plan as the "progressive truancy plan" instead of "progressive truancy intervention plan". This bill also specifies that the first tier of the progressive truancy plan will be applicable to all enrolled students and the second and third tier of the truancy plan will be required for students who have accumulated a minimum of five days of unexcused absences. This bill changes the requirements for the first two tiers of the progressive truancy plan. This bill does not change the requirements for tier three.

**17. GMSD Policy 4.401: Textbooks**

Rationale: Several recent changes to state law impact the materials and content that can be included in classroom instruction. To be compliant with the new standards, we recommend updating the current Textbooks policy to provide guidance on allowable Instructional Materials based on Public Chapter 493 – Section 51(a-c) and T.C.A. 49-6-2206.

**18. GMSD Policy 4.605: Graduation Requirements**

Rationale: The number of credits required to graduate early under the *Move On When Ready Act* has been reduced from eighteen to seventeen under Public Chapter 493, Section 34.

**19. GMSD Policy 4.700: Testing Programs**

Rationale:

- Based on existing High School Policy 2.103 and Middle School Policy 2.102 from Public Chapter 49-1-617, remove the portion that suspends the TCAP assessments from counting in student’s grade since the suspension was only permitted for the 2020-21 school year.
- Districts must now provide students with information on available career and technical education opportunities after aptitude assessment are administered. Based on Public Chapter 271 signed in April of 2021 to amend T.C.A. 49-11-110(b): the phrase “*is encouraged to begin*” is replaced with “*shall begin preparing students in middle school grades for a career and technical education (CTE) pathway by introducing students to career exploration opportunities that allow students to explore a wide variety of high-skill, high-wage, or in-demand career fields.*” Additionally, T.C.A. 49-6-412(b) was amended by adding: “(3) Upon administering a career aptitude assessment to students in grade seven (7) or grade eight (8), an LEA shall provide the students with information on career and technical education opportunities offered by the LEA in which the student is eligible to participate.”  
GMSD middle schools will administer a career assessment and utilize the results as stated in the updated policy.

Department of Board of Education

**20. GMSD Policy 1.204 Board Member Development Opportunities**

Rationale: These new requirements in this amendment are set forth in State Board Rules. Although they are not REQUIRED to be included in an LEA's policy manual, the attendance IS required, so as to make sure Board members are aware of this and the public knows the trainings they are required to attend

**21. 4.205 Temporary Instructional Policy for Students Testing Positive for COVID-19 or Possible Exposure to COVID-19**

- Due to the new State Board Permissive Rule dated July 1, 2021



## Germantown Municipal School District Budget Amendment

Fiscal Year: 2021 - 2022

Amendment # 2

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
141-76100-706	Building Construction	500,000	-	3,500,000	4,000,000
141-39000	Reserves	21,000,000	-	(3,500,000)	17,500,000

**REASON FOR AMENDMENT:**

To appropriate funds for the Houston Middle addition.

**APPROVAL / DENIAL:**

\_\_\_\_\_ Budget revision is approved effective \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
GMSD Board Chair Date

\_\_\_\_\_  
GMSD Superintendent Date



## Germantown Municipal School District Budget Amendment

Fiscal Year: 2021 - 2022

Amendment # 3

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-72210-399	Other Contracted Services	-	-	175,000	175,000
142-47309	Revenues - ESSER Planning Grant	-	-	175,000	175,000

**REASON FOR AMENDMENT:**

To appropriate funds for the ESSER Planning Grant - program 935.

**APPROVAL / DENIAL:**

\_\_\_\_\_ Budget revision is approved effective \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
GMSD Board Chair Date

\_\_\_\_\_  
GMSD Superintendent Date



## Germantown Municipal School District Budget Amendment

Fiscal Year: 2021 - 2022

Amendment # 4

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
141-71100-116	Teachers Salaries	19,494,643	-	389,893	19,884,536
141-71100-163	ED Assistants	658,725	-	13,175	671,900
141-71100-201	Social Security	1,276,584	-	24,990	1,301,574
141-71100-204	TCRS	2,112,213	-	41,516	2,153,729
141-71100-212	Medicare	298,556	-	5,844	304,400
141-71150-116	ALT ED Teachers Salaries	134,261	-	2,685	136,946
141-71150-128	Homebound Teachers	15,000	-	300	15,300
141-71150-130	Social Worker	63,071	-	1,261	64,332
141-71150-163	ED Assistants	25,133	-	503	25,636
141-71150-201	Social Security	14,785	-	294	15,079
141-71150-204	TCRS	23,415	-	489	23,904
141-71150-212	Medicare	3,458	-	69	3,527
141-71200-116	SPED Teachers Salaries	2,152,420	-	43,048	2,195,468
141-71200-163	ED Assistants	841,221	-	16,824	858,045
141-71200-171	Speech Therapists	499,048	-	9,981	509,029
141-71200-201	Social Security	224,731	-	4,331	229,062
141-71200-204	TCRS	362,407	-	7,195	369,602
141-71200-212	Medicare	61,071	-	1,013	62,084
141-71300-116	CTE Teachers Salaries	925,356	-	18,507	943,863
141-71300-201	Social Security	57,434	-	1,147	58,581
141-71300-204	TCRS	95,415	-	1,906	97,321
141-71300-212	Medicare	13,432	-	268	13,700
141-72110-105	Director/Supervisor Salaries	216,989	-	4,340	221,329
141-72110-130	Social Worker	139,750	-	2,795	142,545
141-72110-162	Clerical	59,534	-	1,191	60,725
141-72110-189	Other Salaries & Wages	125,574	-	2,511	128,085
141-72110-201	Social Security	33,595	-	672	34,267
141-72110-204	TCRS	51,587	-	1,116	52,703
141-72110-212	Medicare	7,857	-	157	8,014
141-72120-105	Student Health Coordinator	68,818	-	1,376	70,194
141-72120-131	Nurses' Salaries	301,332	-	6,027	307,359
141-72120-201	Social Security	23,228	-	459	23,687
141-72120-204	TCRS	34,613	-	763	35,376
141-72120-212	Medicare	5,432	-	107	5,539
141-72130-123	Guidance Salaries	892,298	-	17,846	910,144
141-72130-201	Social Security	55,601	-	1,106	56,707
141-72130-204	TCRS	92,370	-	1,838	94,208
141-72130-212	Medicare	13,004	-	259	13,263
141-72210-105	Director/Supervisor Salaries	697,435	-	13,949	711,384
141-72210-129	Librarians' Salaries	418,675	-	8,374	427,049
141-72210-136	TV Media Engineer	73,202	-	1,464	74,666
141-72210-137	TV Media Program Dir	72,660	-	1,453	74,113
141-72210-138	Instructional Computer Personnel	233,111	-	4,662	237,773
141-72210-161	Secretaries	57,222	-	1,144	58,366
141-72210-163	Library Assistants	47,690	-	954	48,644
141-72210-189	Other Salaries & Wages	61,918	-	1,238	63,156
141-72210-201	Social Security	99,479	-	2,061	101,540
141-72210-204	TCRS	153,510	-	3,424	156,934
141-72210-212	Medicare	23,265	-	482	23,747
141-72220-105	Director/Supervisor Salaries	253,111	-	5,062	258,173
141-72220-124	Psychological Personnel	228,941	-	4,579	233,520
141-72220-131	Medical Personnel	317,519	-	6,350	323,869
141-72220-161	Secretaries	59,534	-	1,191	60,725
141-72220-162	Clerical	202,401	-	4,048	206,449
141-72220-189	OT/PT Therapists	202,833	-	4,057	206,890
141-72220-201	Social Security	78,451	-	1,568	80,019
141-72220-204	TCRS	117,081	-	2,605	119,686
141-72220-212	Medicare	18,347	-	367	18,714
141-72230-105	Director/Supervisor Salaries	18,677	-	374	19,051
141-72230-201	Social Security	1,158	-	23	1,181
141-72230-204	TCRS	1,924	-	38	1,962
141-72230-212	Medicare	271	-	5	276
141-72250-105	Director/Supervisor Salaries	109,849	-	2,197	112,046
141-72250-120	Computer Programmers	378,062	-	7,561	385,623

141-72250-161	Secretaries	38,628	-	773	39,401
141-72250-189	Other Salaries & Wages	166,295	-	3,326	169,621
141-72250-201	Social Security	42,956	-	859	43,815
141-72250-204	TCRS	62,355	-	1,427	63,782
141-72250-212	Medicare	10,046	-	201	10,247
141-72320-101	Administrative Officer	177,293	-	3,546	180,839
141-72320-103	Deputy Superintendent/Other	12,485	-	250	12,735
141-72320-161	Secretaries	107,256	-	2,145	109,401
141-72250-189	Other Salaries & Wages	106,751	-	2,135	108,886
141-72320-201	Social Security	25,097	-	501	25,598
141-72320-204	TCRS	39,013	-	832	39,845
141-72320-212	Medicare	5,869	-	117	5,986
141-72410-104	Principals and Vice-Principal	778,551	-	15,571	794,122
141-72410-139	Assistant Principals	1,304,993	-	26,100	1,331,093
141-72410-161	Secretaries	253,159	-	5,063	258,222
141-72410-162	Clerical	510,737	-	10,215	520,952
141-72410-189	Other Salaries & Wages	36,481	-	730	37,211
141-72410-201	Social Security	179,485	-	3,576	183,061
141-72410-204	TCRS	287,772	-	5,941	293,713
141-72410-212	Medicare	41,976	-	836	42,812
141-72510-105	Director/Supervisor Salaries	123,245	-	2,465	125,710
141-72510-119	Accountants	171,027	-	3,421	174,448
141-72510-122	Purchasing	57,222	-	1,144	58,366
141-72510-161	Secretaries	61,366	-	1,227	62,593
141-72510-201	Social Security	25,597	-	512	26,109
141-72510-204	TCRS	37,157	-	850	38,007
141-72510-212	Medicare	5,986	-	120	6,106
141-72520-105	Director/Supervisor Salaries	204,177	-	11,962	216,139
141-72520-161	Secretaries	68,952	-	1,379	70,331
141-72520-162	Clerical	67,599	-	1,352	68,951
141-72520-201	Social Security	21,125	-	911	22,036
141-72520-204	TCRS	33,320	-	1,513	34,833
141-72520-212	Medicare	4,941	-	213	5,154
141-72610-167	Maintenance Personnel Salaries	335,226	-	6,705	341,931
141-72610-201	Social Security	20,786	-	416	21,202
141-72610-204	TCRS	30,168	-	691	30,859
141-72610-212	Medicare	4,861	-	97	4,958
141-72620-105	Director/Supervisor Salaries	123,216	-	2,464	125,680
141-72620-161	Secretaries	50,352	-	1,007	51,359
141-72620-167	Maintenance Personnel Salaries	289,890	-	5,798	295,688
141-72620-201	Social Security	28,734	-	575	29,309
141-72620-204	TCRS	43,313	-	955	44,268
141-72620-212	Medicare	6,720	-	134	6,854
141-46511	BEP Revenues	29,613,000	-	837,087	30,450,087

**REASON FOR AMENDMENT:**

2% COLA for all staff

**APPROVAL / DENIAL:**

\_\_\_\_\_ Budget revision is approved effective \_\_\_\_\_.

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 GMSD Board Chair

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 GMSD Superintendent

\_\_\_\_\_  
 Date

**CONNECTIONS EDUCATION LLC  
DBA  
PEARSON VIRTUAL SCHOOLS USA  
VIRTUAL LEARNING PROGRAMS  
STATEMENT OF WORK**

Customer:	Germantown Municipal School District 3350 S. Forest Hill Irene Road Germantown, TN 38138
Contact Person:	Missy Abel
Phone Number:	(901) 752-7900
Email Address:	Missy.abel@gmsdk12.org

The above-named Customer (“Customer”) and Connections Education LLC dba Pearson Virtual Schools USA (“Pearson”), are hereby entering into this Statement of Work (“Statement of Work”) whereby Customer is contracting with Pearson to receive access to certain virtual education products through Pearson’s suite of products and services, that includes Pearson’s education management system, and any successor technology platform to which Pearson transitions the School for purposes of this Agreement, collectively the “EMS,” along with associated Pearson-provided support services, as more fully set forth herein (collectively, the “Education Program”), said Education Program to be offered to Students enrolled in a Customer-sponsored virtual academic program (“School”).

1. **Pearson Responsibilities:**

- a. Education Program. Provide access to the following Education Program licenses, products and services (“Educational Products and Services”), including a robust curriculum that combines proven and rigorous educational content and materials with the best in technology-enhanced learning such that a significant portion of the curriculum is delivered through the internet and other electronic means (the “Curriculum”). The Curriculum is updated regularly, based on a rigorous analysis of student performance on state standards as measured by state testing results and internal assessments. As state standards are modified or changed in the future, Pearson will continue to modify or change the curriculum to meet state standards. The Curriculum includes:
  - i. Pearson Courses, including core and elective subjects, provided through Pearson Online Academy, and augmented by Pearson-provided Instructional Services (“Courses”). Courses may be modified from time to time and may be

subject to the State approval process before they can be made available for Student enrollment.

- ii. In accordance with the license terms set forth herein, a license to use all required curricular and instructional materials that are part of Pearson’s standard digital offering, including: textbooks; ancillary materials such as workbooks, kits, and texts; and other instructional resources (collectively “Instructional Materials”). Instructional Materials are delivered in a digital format.
- b. EMS Access.
- i. In accordance with the license terms set forth herein, a license for the duration of the Term to access the EMS, for purposes of utilizing the Education Program set forth in this Statement of Work, including providing web-based access from non-school sites to the Education Program by Students, Caretakers of Students, Customer Administrator, and other Customer designees.
  - ii. Access to other technologies, including those offered through the EMS, lesson scheduling tools, accountability tools, e-mail system, video and audio streaming, and the ability to track Student progress.
- c. Instructional Support.
- i. If Customer elects to use Pearson Certified Online Teachers for any Courses, Pearson will provide Pearson Teachers who are Tennessee Certified and subject credentialed, except Tennessee Certified teachers may not be provided for Career and Technical Education courses, American Sign Language courses, or in instances when substitute teachers are needed. Provided, however, if at any time during the Term, Pearson is unable to provide a Tennessee Certified Career and Technical teacher for a course that is offered by Pearson to Customer’s students and for which Pearson previously provided a Tennessee Certified teacher, Pearson shall immediately provide written notice to Customer. Further descriptions of Instructional Services are provided on Exhibit A. Access to Courses taught by Pearson Teachers shall be through Pearson Online Academy, and Pearson will, if requested by Customer, implement Course completion requirements consistent with POA to enable Customer the ability to transfer credits earned. Instructional support will be provided in U.S. standard business hours. In addition, when Customer elects to use Pearson Teachers, Pearson will provide the following:
    - 1. A credentialed, certified teacher (per above) to provide student- and teacher-initiated direct instruction to one student in one course for an academic year. The Pearson teacher acts as the teacher of record, responds to student-initiated chat, email, and telephone calls; grade assignments and assigns final grade; and moderate discussion boards.
    - 2. With respect to Students with Full-Time Student Seats only, an advisor whose responsibilities shall include: monitoring Student participation

- and performance; assisting Students in navigating Pearson’s technology and systems; and facilitating communication between the Student and the subject matter Teacher on an as-needed basis.
3. Modification or adaptation of assessments, instructional approach and/or lesson presentation by Pearson Teachers to meet particular Students’ IEP/504 plans supplied by Customer as is reasonably afforded within the EMS. Pearson will not provide additional human resources related to Special Education. Pearson’s ability to perform such modifications and adaptations is dependent on Customer’s provision of accurate, timely and detailed IEP/504 documentation regarding the Students.
- ii. If Pearson Teachers are not being used for a Course, Customer must provide Customer Teachers to teach Students enrolled in such Course.
  - iii. LiveTutor. If Customer purchases use of LiveTutor under this Statement of Work, Pearson will provide access to academic professionals who:
    1. Respond to general questions regarding concepts and assignment instructions for Math, Science, Language Arts, and Social Studies.
    2. Respond to student-initiated questions.
    3. LiveTutor hours are as follows:
      - a. Science, English, Social Studies and Elementary LiveTutors are available from 9 am - 6 pm ET from Monday - Thursday and 9 am - 5 pm ET on Friday.
      - b. Math LiveTutors are available from 9 am - 11 pm ET Monday - Thursday and from 9 am - 5 pm ET on Friday.
  - d. Complaints. Promptly investigate any concerns or complaints raised by the Customer, involving the performance of any Pearson personnel providing support services, including Instructional Support to the School.
  - e. Student Records Support.
    - i. Pearson shall maintain the confidentiality of all Students’ records in compliance with applicable state and federal laws, and pursuant to the confidentiality provisions under this Statement of Work.
    - ii. All Student Record information shall remain the property of the Customer, and Customer is responsible for retrieving such information via the EMS during the Term. To the extent permitted by law, Pearson may retain a copy of such records subject to the confidentiality requirements of this Statement of Work.
  - f. Implementation Specialist. Provide an Implementation Specialist who will be dedicated to ensuring a smooth and successful program launch. A collaborative call between the Customer and Pearson will begin the process, in order to gather program objectives and critical academic and technical information. The Implementation Specialist will then build a custom EMS Domain based on the Customer’s preferences.

The Implementation Specialist will also facilitate scheduling administrator and teacher user trainings, assigning Pearson teachers, and provisioning courses and user enrollments in Pearson Connexus to prepare the school program for academic success. At the culmination of the process, the dedicated Program Manager will become the Pearson point of contact.

- g. Program Management. Provide a program liaison (“Program Manager”) who shall be the point of contact for the individual designated by the Customer as the Customer-designated Administrator(s) (described below). The Pearson Program Manager shall respond to Customer inquiries and support student achievement in the Education Products through ensuring smooth program start; championing fidelity of implementation; providing consultative support related to effective online program implementation, support schools in implementing best practices for monitoring data and identifying performance trends, and by acting as Pearson’s liaison for the Customer.
- h. Training and Professional Development. Customer must identify the person(s) responsible for being the district/platform administrator(s). Prior to program start, district administrators will be supported through online training in getting started and using the platform. In addition, Exhibit A describes various Training and Professional Development options, some of which may be required and others available to Customer at the stated rates.
- i. Other Professional and Technical Support Services.
  - i. Provide 24/7 technical support through on-line help and live phone support via Pearson’s Support Services to Authorized Users as follows: July – September, School Support services Monday-Friday 8:00 am to 8:00 pm (ET) and Student Technical Support services Monday-Friday 8:00 am to 10:00 pm (ET) and Saturday-Sunday 10:00 am to 7:00 pm (ET), excluding Pearson’s designated holidays; October – June, School Support services Monday-Friday 8:00 am to 8:00 pm (ET) and Student Technical Support services Monday-Friday 8:00 am to 10:00 pm (ET), excluding Pearson’s designated holidays. Students must have access to a computer that meets the minimum system requirements set forth at <https://support.ems.connexus.com/hc/en-us/articles/360007993234-Pearson-Connexus-System-Requirements>. Pearson shall provide these Students with initial technical support to assist in determining if Students have the minimum requirements necessary to participate in the Education Program, and limited ongoing technical support on an as-needed basis for the Students’ use of the EMS.
  - ii. Provide online tutorials to Students and Caretakers on the Education Program, use of the EMS, various Pearson policies and procedures, and other technology to support Student learning as appropriate.

- iii. **Virtual Set-up of School.** Pearson will create a dedicated EMS site build for Customer's school. In order to complete this site set-up, Customer must provide the necessary information to set up Customer's school site. Platform feature allows Customer capacity to brand the login page with their own logo.
2. **Customer Responsibilities:** The Customer, or Customer's designee, shall be responsible for the day-to-day management of the School and shall perform any responsibility not explicitly delegated to Pearson under the terms of this Statement of Work, including, but not limited to:
  - a. **Course Completion and Transfer Credits.** Establish requirements for Course completion (including awarding of transfer credit where applicable), grade attainment and attendance in order to meet minimum requirements for graduation with a School diploma.
  - b. **Counseling and Special Education Services.** Deliver all counseling and Special Education Services, including but not limited to identifying Students who are Special Needs Students and providing said students with any necessary specially designed instruction, accommodations and/or modifications, including assistive technology, or non-standard materials. However, the Program Manager shall be responsible for notifying the Customer Administrator of any students that Pearson teachers identify as being potentially eligible for special education or 504 services, and/or students needing assistive technology, including but not limited to intellectually gifted students.
  - c. **Course Placement.** Complete course placement changes for enrolled students.
  - d. **Reporting.** File all information directly with the applicable state or regulatory authorities, associated with the operation of the School, as required by any applicable state or federal law. Pearson will support the Customer in the preparation of such reports, per state law, utilizing information provided by Customer. With regard to the Customer's reporting responsibilities, the Customer shall timely inform Pearson of the information that is required to comply with any reporting obligation, including any required format or means of delivery (for example, Student Record fields and the required electronic format suitable for transferring such information in the Customer's or other regulatory authorities' records) at least thirty (30) days prior to any due date.
  - e. **Standardized Testing.** Administer any required standardized tests at its own cost.
  - f. **Student Data Transfer/Access Requests.** To the extent the Customer requests Pearson to provide any Customer employee or third-party contractor with access to Student personally identifiable information, or to transfer such Student personally identifiable information outside of the EMS to a third party, the Customer is responsible for determining that such request for access of transfer is compliant with applicable local and/or Customer policies and procedures, as well as state or federal law, and for informing Pearson in writing of such and of any restrictions Pearson must follow in providing such requested access or transfer.
  - g. **Customer Administrator.** The Customer shall designate and employ one or more Customer Administrator(s) and shall provide the names of such Customer

- Administrator(s) to Pearson in writing. The Customer Administrator(s) shall be responsible for: (a) identifying all individuals authorized to have access to Customer and/or Student information; and (b) granting such access. All grants of access are determined by the Customer, and may be customized, including, but not limited to, the following categories of access: Customer Administrator, Customer staff; Customer Teacher; Student; or Caretaker. In addition, the Customer Administrator(s) will provide information to Customer's prospective families and address concerns about Students, including those raised by Teachers or other parties.
- h. Modifications to Content. It is the responsibility of the Pearson Teacher, as the trained content expert, to deliver the educational content in the way that teacher deems appropriate in consultation with the Customer Administrator to comply with a Student's IEP or Section 504 Plan, where applicable. To the extent a Customer modifies Content (including but not limited to course content, assessments, and grade weighting), Pearson reserves the right to withdraw its Teacher as teacher of record in response to the Customer's modifications, if Pearson deems that course of action appropriate. The ultimate responsibility for any unauthorized modification lies with the Customer.
  - i. National Collegiate Athletic Association Eligibility. Many of Pearson's high school core and elective courses, delivered by Pearson's teachers via the EMS, have been cleared as meeting NCAA Eligibility Center requirements. The Customer, by purchasing a package of services that complies with the requirements for the NCAA Eligibility Center approval of Pearson's courses, and delivering those courses as set forth below, may offer its student athletes courses that may be used for NCAA initial eligibility. In order for the Customer's purchased Pearson courses to maintain their status as meeting NCAA Eligibility Center requirements, the following must be in place:
    - i. The courses must be the courses listed on the NCAA website as Connections Learning/Pearson approved courses.
    - ii. The courses must be delivered through the EMS by Pearson's Certified Online Teachers (defined on Exhibit A).
    - iii. The course content must be delivered via the sequential option. Credit recovery, diagnostic prescriptive, and flex courses are not NCAA-approved. GradPoint courses/content, regardless of delivery format, are not NCAA eligible.
    - iv. Customers may not modify NCAA approved courses. Any necessary modifications may only be made by Pearson staff.
    - v. The Student and the Pearson Teacher should be in contact, at a minimum, as the Student completes each quarter of a Course, and the student must complete one (1) synchronous Curriculum Based Assessment (CBA) each semester for any core (Math, Science, Social Studies, Language Arts) course.

- vi. NCAA approval of Pearson courses is dependent upon both Pearson and the Customer abiding by a programmatic structure that adheres to the requirements set forth in the NCAA Guidelines for Pearson Online and Blended Learning Customers.
  - vii. If the Customer's program is not in full compliance with all elements of this section, then Pearson shall consider such lack of compliance a material breach of this Statement of Work, and reserves the right, in its sole discretion, to terminate this Statement of Work accordingly.
3. **Limitations**: Customer acknowledges that Pearson's responsibility is only to deliver the contracted-for Educational Program listed above. Customer will provide all other resources, materials, products or services and take all other actions required for Customer's School, in accordance with Customer's policies. Customer acknowledges that Pearson is not serving as the credit-granting institution under this Statement of Work.
4. **Representation Regarding Non-discrimination**: Neither Pearson nor the Customer will illegally discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or state law.
5. **Internet Access**: Each Student (or each household as applicable) shall be required to have access to the Internet for a sufficient amount of time to complete the instructional program (including assignments, online communication and collaboration, research and access to supplemental online resources). Students will be advised that high-speed access will provide for optimal participation.
6. **Education Program Offerings**. Exhibit A to this Statement of Work, attached hereto and incorporated herein by reference, details the specific Educational Products and Services being made available to Customer hereunder, and the prices therefor, subject to Section 7. Exhibit B to this Statement of Work, attached hereto and incorporated herein by reference, details the pricing and invoicing procedures for the specific Educational Products and Services being made available to Customer hereunder
7. **Term**: This Statement of Work will commence upon its execution by both parties (the "Effective Date") and shall expire on **June 30, 2022**, with three (3) consecutive optional one-year renewal terms (the initial term and each renewal term individually and collectively "Term"). The Education Program in renewal terms may include provision of current or successor technology, as described above. In the event of renewal of the Term, Pearson may increase prices for Educational Products and Services, by no more than Five Percent (5%) each, and such increase shall be effective without the need for an amendment to this Statement of Work or further action on the part of the parties; provided, that such adjusted prices shall not become effective until the first day of the renewal term. The Customer shall notify Pearson of its intent to renew for an additional Term as set forth above by March 1 of the then current Term.

8. **Termination:**

- a. **Grounds for Early Termination.** Unless otherwise renewed or earlier terminated, this Statement of Work shall terminate immediately upon the expiration of the Term. Any notice of early termination shall take effect at the closing of the last day of the Academic Year, unless otherwise agreed to by the parties or provided for herein. Except as specifically provided for herein and in the Standard Terms, this Statement of Work can only be terminated before its expiration as follows:
  - i. Termination by operation of law, if the School is no longer certified to be operational pursuant to applicable state law.
  - ii. Termination by Pearson at the close of the then Academic Year, if the payments to which Pearson is entitled under this Statement of Work are materially reduced as a result of a change in funding provided to the Customer or applicable laws or regulations impose requirements that are materially different from those previously provided under this Statement of Work and Pearson is unwilling or unable to make the required changes.
  - iii. Termination by either party at any time for cause upon thirty (30) days' notice to the other party, unless the circumstances constituting the basis for the for-cause termination have been cured (if capable of being cured) by the other party within such notice period. For purposes of the preceding sentence, "for cause" shall include but not be limited to: (i) the other party materially breaches any provision of the Agreement; (ii) the other party violates any law or regulation material to the Agreement, or (iii) Pearson breaches the Agreement by: (a) failing to provide Tennessee certified and subject credentialed teachers as provided in Section 1.c., (b) failing to provide the Educational Products and Services as provided in Section 1.a., (c) failing to provide EMS access as provided in Section 1.b., or (d) failing to maintain the confidentiality of student records as provided in Section 1.d. In the event objectively ascertainable reasonable efforts have been made to effect such cure, and the breach at issue does not objectively lend itself to cure within such thirty (30) day period, then such additional time as necessary to complete said cure, but in no event longer than sixty (60) days following written notification of such breach.
- b. **Obligations on Termination.** In the event this Statement of Work is terminated by either party for any reason:
  - i. Each party will promptly (not later than thirty (30) days after the effective date of termination) return to the other party all Confidential Information, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Statement of Work or required by applicable law;

- ii. All access to the EMS and other Educational Products and Services contracted for herein shall be discontinued;
- iii. Customer shall pay Pearson all amounts due under this Statement of Work upon the earlier of either their due dates or thirty (30) days after the effective date of termination; and
- iv. The parties shall continue to be bound by the following provisions of this Statement of Work, which shall survive termination of this Statement of Work: Sections 7, 8, 9, and 11.

9. **Indemnification.**

- a. Indemnification Obligations. To the fullest extent allowed by Tennessee law for a governmental entity, each party shall defend, indemnify, save and hold harmless the other party, its Affiliates, Parent, subsidiaries and its respective directors, officers, agents and employees (together “Indemnified Party”) against and from any and all claims, actions, liabilities, costs, expenses, damages, injury or loss (including reasonable attorney’s fees) made, brought, incurred, or alleged by any third party (“Claim”) to which the Indemnified Party, its Affiliates and their respective directors, officers, agents and employees may be subject to liability by reason of any wrongdoing, misconduct, negligence, willful misconduct or default by the Indemnifying Party, its agents, employees, subcontractors, or assigns in connection with the performance of this Agreement, including but not limited to, noncompliance with any privacy or other laws applicable to Student Records or personally identifiable information.
- b. Indemnification Procedure. The Indemnified Party will: (a) promptly notify the Indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the Indemnifying Party to control the defense, and (c) reasonably cooperate with the Indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the Indemnifying Party, the Indemnified Party may, at its expense, retain its own counsel. If the Indemnifying Party does not promptly assume the Indemnified Party’s defense against any third party claim, the Indemnified Party reserves the right to undertake its own defense at the Indemnifying Party’s expense.

10. **Notices:** All notices, consents and other communications under this Statement of Work shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party). Notwithstanding the foregoing notice procedures, the parties acknowledge that notices regarding the ordinary operation of the Education Program may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

If to Pearson:	Pearson Virtual Schools USA 10960 Grantchester Way Two Merriweather Columbia, MD, 21044 Attn: Angela Bryant
With a copy to:	Pearson Virtual Schools USA 10960 Grantchester Way Two Merriweather Columbia, MD, 21044 Attn: Dept. of School Legal Affairs Legal-PearsonOBL@pearson.com
If to the Customer:	Germantown Municipal School District 3350 S. Forest Hill Irene Road Germantown, TN 38138 Attn: Jason Manuel, Superintendent jason.manuel@gmsdk12.org

11. **Miscellaneous:**

- a. Governing Law. This Statement of Work shall be governed and controlled by the laws of the State of Tennessee. Any legal actions prosecuted or instituted by any party under this Statement of Work shall be brought in a court of competent jurisdiction located in the State of Tennessee, and each party hereby consents to the jurisdiction and venue of any such courts for such purpose.
- b. Severability. If any provision of this Statement of Work is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Statement of Work.
- c. Complete Agreement; Modification and Waiver. This Statement of Work constitutes the entire agreement between the parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Statement of Work. No supplement, modification or amendment of this Statement of Work shall be binding unless executed in writing by both parties; provided, however, Pearson may accept quotes offered by Pearson and duly signed and returned by Customer, and such quotes shall be governed by this Statement of Work. No waiver of any provision of this Statement of Work will be effective unless it is in writing and signed by the party to be charged with such

- modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.
- d. Sales Tax. The Customer shall provide Pearson with support that it is tax exempt. To the extent that the Customer is not tax exempt, the Customer shall be responsible for federal, state, or local taxes assessed, if any, based on the Education Program provided by Pearson hereunder.
  - e. No Third-Party Rights. This Statement of Work is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Statement of Work shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.
  - f. Compliance with Laws, Policies, Procedures, and Rules. Each party will comply with all applicable federal and state laws and regulations.
  - g. Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Statement of Work. All schedules and exhibits to this Statement of Work are incorporated herein and shall be deemed a part of this Statement of Work as fully as if set forth in the body hereof.
  - h. Status and Relationship of the Parties. The Parties intend that the relationship created by this Statement of Work is that of an independent contractor and not employer-employee. Except as expressly provided in this Statement of Work, no agent or employee of Pearson shall be deemed to be an agent or employee of the Customer. Each Party shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Pearson and the Customer is based solely on the terms of this Statement of Work, and the terms and conditions of any other written agreement between Pearson and the Customer.
  - i. Standard Terms. This Statement of Work is subject to the Standard Terms as amended, meaning the Terms and Conditions for Virtual Learning Programs located at <https://www.pearson.com/obl-terms-conditions>. Capitalized terms not otherwise defined in this Statement of Work shall have the meanings ascribed to them in the Standard Terms. Once this Statement of Work is executed by the parties, this Statement of Work, including any subsequent amendments thereto, and the Standard Terms together will comprise the agreement of the parties. This Statement of Work shall be read so as to be compatible with the Standard Terms. However, to the extent there is an irreconcilable conflict between the two, the provisions set forth in the Statement of Work shall govern. Notwithstanding anything to the contrary, the following sections of the Standard Terms shall not apply to Customer and shall be superseded by like provisions in this Statement of Work: Section 3.c. (Hold Harmless), Section 6 (Termination) Section 10 (Indemnification), Section 13 (Release), Section 16.g. (Venue and Applicable Law) and 16.n. (Attorneys' Fees). Customer will issue a

purchase order simultaneous with signature of this Statement of Work in order to facilitate its own internal billing procedures when applicable. Any terms set forth in such purchase order contradicting or adding to the terms of this Statement of Work shall be null, void, and of no effect.

- j. Electronic Signatures. This Statement of Work and related documents may be signed in counterparts, and may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Computer maintained records of the Statement of Work and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

Agreed to by:

**Pearson Virtual Schools USA**

**Germantown Municipal School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**Exhibit A**  
**EDUCATIONAL PRODUCTS AND SERVICES AND PRICES**

Offering	Description	Price
<b>Pearson CoursewarePLUS with Teaching Services</b>		
Full-Time Student Seat with Certified Online Teachers – Academic Year	The Full-Time Student Seat with Certified Online Teacher license is an academic year license that provides for one student to be enrolled in up to eight (8) courses with a Pearson teacher. Enrollments may be in any offered courses within the Pearson Connexus catalog. If a student completes or withdraws from their assigned courses, this license may be reused for another student. Minimum purchase of 10 licenses.	\$3,399.00
Full-Time Student Seat with Certified Online Teachers – Semester	The Full-Time Student Seat (Semester) with Certified Online Teacher license is a semester license that provides for one student to be enrolled in up to eight (8) courses with a Pearson teacher. Enrollments may be in any offered courses within the Pearson Connexus catalog. If a student completes or withdraws from their assigned courses, this license may be reused for another student. Minimum purchase of 20 licenses.	\$1,869.00
Course Seat with Certified Online Teacher – Academic Year	The Course Seat with Certified Online Teacher license is an academic year license that provides access for one student to be enrolled in one (1) course with a Pearson teacher. An enrollment may be in any offered course within the Pearson Connexus catalog. If a student completes or withdraws from their assigned course, this license may be reused to enroll the same student (or another student) in another course. Minimum purchase of 75 licenses.	\$599.00
Course Seat with Certified Online Teacher – Semester	The Course Seat (Semester) with Certified Online Teacher license is a semester license that provides access for one student to be enrolled in one (1) course with a Pearson teacher. An enrollment may be in any offered course within the Pearson Connexus catalog. If a student completes or withdraws from their assigned course, this license may be reused to enroll the same student (or another student) in another course. Minimum purchase of 150 licenses.	\$329.00
<b>Pearson CoursewarePLUS</b>		
Individual Course Enrollment – Academic Year	Each Individual Course Enrollment license provides access for one student to be enrolled in one (1) Academic Year course (or two (2) Semester courses) during an academic year. An enrollment may be in any offered course within the Pearson Connexus catalog. If a student completes or withdraws from their assigned course, this license may be reused to enroll the same student (or another student) in another course. Minimum purchase of 500 licenses.	\$59.00
Individual Course Enrollment – Semester	Each Individual Course Enrollment license provides access for one student to be enrolled in one (1) Semester course during an academic semester. An enrollment may be in any offered course within the Pearson Connexus catalog. If a student completes or withdraws from their assigned course,	\$32.00

	this license may be reused to enroll the same student (or another student) in another course. Minimum purchase of 1,000 licenses.	
<b>CoursewarePLUS Instructional Options</b>		
LiveTutor Course	LiveTutor Course license provides access to an academic professional who responds to general questions regarding concepts and assignment instructions for one of the core subject areas of math, science, language arts, and social studies, and responds to student-initiated questions through chat, email, and telephone.	\$69.00
LiveTutor Full	LiveTutor Full License provides access to an academic professional who responds to general questions regarding concepts and assignment instructions for the core subject areas of math, science, language arts, and social studies, and responds to student-initiated questions through chat, email, and telephone.	\$99.00
<b>District Teacher Training Package – Online Options</b>		
Getting Started: Teaching on Pearson Connexus	Training on how to teach in the EMS, including how to: navigate course materials; engage/communicate with students; grade assignments and provide student feedback; use basic EMS teacher tools, etc. This training is required for all customers planning to use their own Teachers on Pearson Connexus. Enrollment is only open to Customer's teachers. Training is 3 hours, available to 30 teachers per session.	\$600.00
Monitoring Student Progress	Training on how to use the EMS reporting tools to monitor student progress and performance. Enrollment is only open to Customer's teachers. Training is 2 hours, available to 30 teachers per session.	\$450.00
Navigating the Semester Closeout Process	Training on final grading and closing out the semester on the EMS. Enrollment is only open to Customer's teachers. Teachers can register to attend any of the scheduled "Navigating the Semester Closeout Process" sessions. Enrollment is only open to Customer's teachers. Training is 2 hours, available to 30 teachers per session.	\$450.00
On Demand Training Resource	Access to just-in-time learning materials, including tutorials, user guides, training materials, implementation ideas, and more.	Included
<b>Add-On Advanced Teaching Training (Online)</b>		
Course Customization Training	Training on how to use the course customization features of the EMS to modify and/or personalize courses. Training is 2 hours, available to up to 30 teachers.	\$500.00
<b>Administrator Trainings (Online)</b>		
Getting Started: Training for Administrators	Training for Administrators on using the administrative tools available in the EMS, including how to provision users, copy courses, and enroll students and teachers into course sections. This training is required for all new customers. Training is 2 hours, available to up to 15 administrators.	\$400.00

Reporting on Student Performance	Training for administrators on how to use the EMS reporting tools to monitor student performance. Enrollment is open to Customer and other organizations concurrently. Administrators can register to attend any of the scheduled "Reporting on Student Performance" sessions. This training is only required if Customer is using Pearson teachers. Training is 1 hour, available to up to 15 administrators.	\$200.00
<b>Teacher Professional Development (Online)</b>		
Course: Teaching for Impact (12 modules)	Teaching for Impact is designed to provide teachers with research-based instructional strategies and effective practices for teaching in a virtual or blended learning environment. Each course includes examples of teachers modeling best practices with students, utilizing an online learning platform. Course topics align to the National Standards for Quality Online Teaching and include resources that teachers can use immediately with their students.	Included
<b>Special Populations Consulting</b>		
Initial Consultation and Readiness Survey	This service provides a bridge into a virtual or blended environment and helps the district determine a path for the delivery of services when in-person services may not be able to be delivered. It consists of a survey and interview that covers three main areas: Special Populations Policy, Practices, and Procedures; Special Populations Instructional Implementation; and District Special Populations Operational Logistics.	\$5,000.00
Ongoing Consultation	After the initial consultation and readiness survey, this service provides consultation for 8 hour engagement with Special Populations consultant to help ensure fidelity of service implementation for special needs students.	\$1,200.00
<b>Family Engagement Support</b>		
Family Information Session	A designated Pearson administrator will work directly with the Customer to plan and host a personalized virtual Family Information Session prior to the launch of the program. During the event, prospective and newly enrolled students and their families will learn more about Customer's requirements of the virtual program, receive an overview of Pearson Connexus, view a quick demo of the solution, and participate in a Q&A session. The event can be recorded, and the recording can be made available to the Customer as a resource for their families.	Included

## **Exhibit B**

### **Pricing and Invoicing**

1. **Pricing and Invoicing.** In consideration for the Education Program provided by Pearson to the Customer during the Term, Pearson shall be paid the sums set forth on Exhibit A, and subject to the terms of the Statement of Work.
  - a. General.
    - i. All Educational Products and Services expire at the end of their duration listed herein, or if not stated, at the end of the then-current Academic Year, unless agreed to otherwise.
    - ii. A number of products and services are offered under this Agreement. Customer is responsible for understanding the differences between the options and for its choices to purchase among them. For example, the appropriate license type for a given student is dependent on variables such as the number of courses that student will be enrolled into, which instructional model will be utilized, and whether the student will be provided access to services such as LiveTutor. Customer shall be solely responsible for assigning the appropriate license type to each student and understands that charges will be incurred based on the license that Customer selects.
    - iii. If volume discounts are indicated in this Statement of Work, they shall apply as follows: any discount percentage indicated on the Statement of Work will only be applied to the products designated in the Statement of Work (the “Eligible Products”) if Customer purchases at least the minimum indicated on the Statement of Work. In the event Customer makes such a qualifying purchase, the discount will also be applied to all subsequent purchases of Eligible Products for the remainder of that Academic Year. Eligibility for volume discounts resets each Academic Year.
  - b. Payment.
    - i. Pearson shall invoice the Customer for any charges incurred during the Term. Customer shall remit payment to Pearson for these invoices within thirty (30) days from the invoice date.
    - ii. Customer agrees to pay to Pearson all such fees, and all applicable sales, use or other taxes, however designated, except for taxes based on Pearson’s income. Customer shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate.
    - iii. Customer may incur charges under this Statement of Work by notifying Pearson in writing of its desire to purchase Educational Products and Services (such as a signed quote or purchase order) or otherwise through

- Customer's usage of the EMS (such as by Customer enrolling a Student under an enrollment license). Upon Pearson's determination of any charges incurred by Customer, Pearson shall invoice Customer for any such charges.
- iv. In no event shall failure by Pearson to invoice the Customer for a given product, service or usage constitute a waiver of the Customer's obligation to make payment to Pearson under this Statement of Work. Further, Customer acknowledges that should Pearson fail to list a new enrollment license, for example, on the invoice following such license's utilization or a new enrollment entered by Customer, Customer will nevertheless remain financially responsible for such license and will be invoiced accordingly, and failure to pay shall be deemed a breach of the Agreement. No refund or credit shall be due to Customer in the event that an Educational Product or Service is not utilized, for example if a student enrolls in and then drops a class under an enrollment license purchased by Customer.



**AIA**<sup>®</sup>

# Document G709™ – 2018

## Proposal Request

**PROJECT:** *(name and address)*  
Houston Middle School Additions and Renovations  
9400 Wolf River Blvd.  
Germantown, TN 38139

**CONTRACT INFORMATION:**  
Contract For: General Construction  
  
Date: May 11, 2021

Architect's Project Number: 18486  
Proposal Request Number: 001  
  
Proposal Request Date: May 26, 2021

**OWNER:** *(name and address)*  
Germantown Municipal School District  
3350 S. Forest Hill Irene Road  
Germantown, TN 38138

**ARCHITECT:** *(name and address)*  
A2H, Inc.  
3009 Davies Plantation Road  
Lakeland, TN 38002

**CONTRACTOR:** *(name and address)*  
Grinder, Taber, & Grinder, Inc.  
1919 Lynnfield Road  
Memphis, TN 38119

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Fourteen (14) days or notify the Architect in writing of the anticipated date of submission.

*(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)*

Davis-Bacon wage rates are proposed as being included in the project for use of Federal funds per receipt of ESSER Fund 2.0 and ESSER Fund 3.0.

The following exhibits are proposed as inclusions to the contract manual:

- Exhibit A - Wage Determination
- Exhibit B - Federal Labor Standards Provisions

**THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

**REQUESTED BY THE ARCHITECT:**

Stewart A. Smith, AIA  
Project Manager, Architect  

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**PRINTED NAME AND TITLE**

# WAGE DETERMINATIONS

## Davis-Bacon Act WD # TN20210102

"General Decision Number: TN20210102 02/12/2021

Superseded General Decision Number: TN20200102

State: Tennessee

Construction Type: Building

County: Shelby County in Tennessee.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	02/12/2021

BOIL0263-001 03/01/2018

	Rates	Fringes
Boilermaker.....	\$ 30.07	21.61

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BRTN0005-001 05/01/2020

	Rates	Fringes
BRICKLAYER.....	\$ 26.03	2.17
1.....	\$ 29.04	2.65

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CARP1544-007 05/01/2015

	Rates	Fringes
MILLWRIGHT.....	\$ 26.02	12.11

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\* ELEC0474-014 01/03/2021

	Rates	Fringes
ELECTRICIAN, Includes Installation of Alarms.....	\$ 29.35	14.25

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ENGI0369-009 05/01/2013

	Rates	Fringes
OPERATOR: Crane.....	\$ 24.47	10.85
OPERATOR: Forklift.....	\$ 24.47	10.85
OPERATOR: Grader/Blade.....	\$ 19.46	10.85

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IRON0167-011 05/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 27.89	17.19

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PLUM0017-002 11/01/2020

	Rates	Fringes
PIPEFITTER.....	\$ 30.82	12.70

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SHEE0004-005 07/01/2020

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Metal Roof Installation.....	\$ 30.70	15.15

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SUTN2009-101 09/21/2009

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, and Drywall Hanging (Excludes Form Work, Metal Stud Installation, and Scaffold Building).....	\$ 16.97	3.74
CEMENT MASON/CONCRETE FINISHER...	\$ 17.00	1.57
DRYWALL FINISHER/TAPER.....	\$ 16.75	2.60
FENCE ERECTOR.....	\$ 20.00	0.00
GLAZIER.....	\$ 17.40	0.00
LABORER: Common or General.....	\$ 12.28	0.00
LABORER: Landscape.....	\$ 10.67	0.89
LABORER: Mason Tender - Brick...	\$ 12.82	0.00
LABORER: Roof Tearoff.....	\$ 9.75	0.49
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.00	1.57
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 20.30	7.60
OPERATOR: Bulldozer.....	\$ 15.95	5.26
OPERATOR: Mechanic.....	\$ 18.66	3.39
OPERATOR: Paver (Asphalt,		

Aggregate, and Concrete).....	\$ 13.50	0.00
OPERATOR: Roller.....	\$ 13.98	0.00
PAINTER: Brush and Roller, Excludes Drywall Finishing/Taping.....	\$ 16.48	2.21
ROOFER: Built up Roof.....	\$ 12.74	0.00
ROOFER: Rubber Roof.....	\$ 16.82	4.77
ROOFER: Single Ply Roof.....	\$ 16.50	0.32
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.39	0.00
TILE FINISHER.....	\$ 10.00	0.74
TRUCK DRIVER: Dump Truck.....	\$ 12.56	0.00
TRUCK DRIVER: Material Truck....	\$ 12.16	1.66
TRUCK DRIVER: Pickup Truck.....	\$ 11.70	3.92

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



MAR 22 2013

MEMORANDUM NO. 213

TO: ALL CONTRACTING AGENCIES OF THE FEDERAL  
GOVERNMENT AND THE DISTRICT OF COLUMBIA

FROM:   
MARY BETH MAXWELL  
Acting Deputy Administrator

SUBJECT: Application of the Davis-Bacon and Related Acts requirement that wage rates for additional classifications, when “conformed” to an existing wage determination, bear a “reasonable relationship” to the wage rates in that wage determination

This Memorandum is notification from the Department of Labor’s Wage and Hour Division (WHD) of the proper application of the Davis-Bacon and Related Acts (DBRA) requirements for wage rates for additional classifications that are “conformed” to an existing wage determination by agency contracting officers. The regulations at 29 C.F.R. § 5.5(a)(1)(ii)(A) provide that contracting officers shall approve an additional classification and its proposed wage rate in conformance with an existing wage determination only when the work to be performed by the proposed classification is not performed by a classification in the wage determination and the proposed wage rate bears a “reasonable relationship” to the wages rates in the wage determination. Although this Memorandum primarily focuses on the “reasonable relationship” requirement, it is essential at the threshold to reiterate that a conformance is not appropriate when the work of the proposed classification is already performed by a classification on the wage determination. The conformance process is narrow in scope and has the limited purpose of establishing a new classification when it is necessary to do so because work needed to perform the contract is not performed by an existing classification. *See Cambridge Plaza*, ARB Case No. 07-102 (ARB Oct. 29, 2009). Accordingly, the WHD will not add a new classification through a conformance action unless the first criterion for issuance of a conformance is satisfied, i.e., the proposed work in question is not performed by any classification in the existing wage determination. 29 C.F.R. § 5.5(a)(1)(ii)(A)(1).

In those circumstances in which the duties of the proposed classification are not performed by any classification in the existing wage determination, the WHD will consider whether the proposed wage rate bears a “reasonable relationship” to the wage rates in the wage determination. In the past, WHD has generally approved proposed wage rates for a conformed skilled craft and a power equipment operator when such rates were not less than the rate for the lowest classification in the respective category on the contract wage determination. The practice of using the lowest rate in the relevant category as a benchmark also occurred on occasion with laborers and truck drivers. In keeping with the remedial purpose of the DBRA and the governing

regulations, the wage rate of the lowest skilled craft, laborer, power equipment operator, or truck driver classification on the contract wage determination has no longer been an automatic benchmark when reviewing conformance requests. WHD's approach of not using the lowest wage rate as a benchmark has been progressively implemented over the last year.

### The Conformance Process

In accordance with 29 C.F.R. § 5.5(a)(1)(ii)(A), the contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and a wage rate (including fringe benefits) for the classification only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

Further, if the contractor, the laborers or mechanics (if known) to be employed in the classification or their representatives, and the contracting agency agree on the classification and wage rate proposed, a report of the action taken is sent by the contracting officer to the Administrator of WHD for approval, denial, or modification. The Administrator (or an authorized representative) shall respond within 30 days of receipt, or the contracting officer will be notified that more time is necessary. *See* 29 C.F.R. § 5.5(a)(1)(ii)(B). In the event that the contractor, the laborers or mechanics (if known) to be employed in the classification or their representatives, and the contracting agency do not agree on the classification and wage rate proposed, the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator of WHD for determination. The Administrator (or an authorized representative) shall issue a determination within 30 days of receipt and so advise the contracting officer, or the contracting officer will be notified that more time is necessary. *See* 29 C.F.R. § 5.5(a)(1)(ii)(C).

### "Reasonable Relationship"

WHD previously typically approved conformance requests from contracting officers for wage rates (including fringe benefits) for skilled classifications and power equipment operators by automatically using as a benchmark the lowest rate for a skilled classification or power equipment operator, respectively, in the applicable wage determination. The practice of using the lowest rate in the relevant category as a benchmark also occurred on occasion with laborers and truck drivers. WHD has concluded, however, that it better reflects the regulatory requirement that "the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination" to consider the entirety of the rates within the relevant category on the wage determination and to not generally use as a benchmark the lowest rate within that category. The regulation at 29 C.F.R. §

5.5(a)(1)(ii)(A)(3) requires that the proposed wage rate bear a reasonable relationship to the “wage rates” on the wage determination and not to a particular rate or the lowest rate.

The category in which the requested additional classification falls is relevant to the reasonable relationship analysis. As background, classifications in wage determinations fall into four general categories: skilled crafts, laborers, power equipment operators, and truck drivers. To determine a “reasonable relationship,” the requested additional classification is compared to the classifications on the applicable wage determination within the same category. A proposed skilled craft classification is compared to skilled classifications in the wage determination; a proposed laborer classification is compared to existing laborer classifications; a proposed power equipment operator classification is compared to existing power equipment operator classifications; and a proposed truck driver classification is compared to existing truck driver classifications. *See Mistick Construction*, ARB Case No. 02-004 (June 24, 2003); *Tower Construction*, WAB Case No. 94-17 (Feb. 28, 1995).<sup>1</sup> Thus, when considering a conformance request for a skilled classification, WHD generally considers the entirety of the rates for the skilled classifications on the applicable wage determination and looks to where the proposed wage rate falls within the rates listed on the wage determination. Occasionally, however, a wage determination may contain some wage rates for laborer classifications that are higher than some wage rates for the skilled classifications or power equipment operators (likely because the laborers’ rates reflect union prevailing rates and the skilled crafts’ or power equipment operators’ rates reflect weighted average prevailing rates). On such occasions, the contracting officer should look to those skilled classifications whose rates are higher than the laborer classifications’ rates. *See M.Z. Contractors Co.*, WAB Case No. 92-06 (Aug. 25, 1992). If, however, most of the skilled classifications’ or power equipment operators’ rates are lower than the laborer classifications’ rates, then it may be reasonable to propose a rate that reflects the skilled classifications’ rates even if they are lower than the laborer classifications’ rates.

Additionally, whether the wage rates in the applicable category (skilled craft, laborer, power equipment operator, truck driver) in the wage determination are predominantly union prevailing wage rates or predominantly weighted average prevailing wage rates should be considered when proposing rates for an additional classification. For example, if a wage determination contains predominantly union prevailing wage rates for skilled classifications, it typically would be appropriate to look to the union sector skilled classifications in the wage determination and the rates for those classifications when proposing a wage rate for the additional classification. Conversely, if a wage determination contains predominantly weighted average prevailing wage rates for skilled classifications, it typically would be appropriate to look to the weighted average/non-union sector skilled classifications in the wage determination and the rates for those classifications when proposing a wage rate for the additional classification. If the wage rates in the applicable category are roughly half union prevailing rates and half weighted average prevailing rates, it would typically be appropriate to look to the lowest union rate and the highest weighted average rate (assuming the union rates are higher than the weighted average rates) when proposing a wage rate.

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<sup>1</sup> Copies of Administrative Review Board (ARB) and Wage Appeals Board (WAB) decisions can be obtained from: [www.oalj.dol.gov/libdba.htm](http://www.oalj.dol.gov/libdba.htm).

While the majority of conformance requests are within the skilled classification category, the governing regulations and the principles outlined in this Memorandum apply to the other categories of workers – laborers, power equipment operators, and truck drivers. To meet the “reasonable relationship” test for a conformed power equipment operator or truck driver classification, the proposed wage rate should bear a reasonable relationship to the entirety of rates within the respective classification, and in particular to the union or weighted average rates in the classification (assuming union or weighted average rates prevail for the classification). When a conformance for a laborer classification is requested, WHD generally continues to use the common laborer rate already existing in the wage determination as a benchmark for the proposed rate.

Each conformance request and corresponding wage determination involves particular circumstances and therefore should be evaluated as such. The full range of wage rates on the wage determination for the appropriate category should be reviewed in the manner discussed above. When seeking conformed classifications and wage rates, the contractor and the contracting officer should not rely on a wage determination or conformance granted to another party regardless of the similarity of the work in question. *See, e.g., Inland Waters Pollution Control, Inc.*, WAB Case No. 94-12 (Sept. 30, 1994). Moreover, the contractor and the contracting officer should not prospectively rely on WHD’s prior approval of rates for application to a contract performed at the same location. *See E&M Sales, Inc.*, WAB Case No. 91-17 (Oct. 4, 1991). Although atypical, use of the “lowest skilled” rate may of course be appropriate when that rate in fact bears a reasonable relationship to the wage rates contained in the wage determination for the appropriate category. *See, e.g., Tower Construction*, WAB Case No. 94-17 (Feb. 28, 1995) (conformed wage rate, which equaled lowest skilled rate on wage determination, was reasonable).

In sum, contracting agencies should take the following steps when proposing a wage rate for a classification to be conformed to an existing wage determination:

- First, the contracting agency should determine the category (skilled crafts, laborers, power equipment operators, or truck drivers) of the classification which is being conformed.
- Second, the contracting agency should determine for that category whether union or weighted average/non-union sector rates prevail in the existing wage determination.
- Third, after reviewing the entirety of the rates within the appropriate sector in the applicable category, the contracting agency should determine a rate that bears a reasonable relationship to those rates on the wage determination.
- Fourth, the contracting agency should determine whether any of the considerations identified in this Memorandum apply (or whether any other relevant considerations apply). For example, if the classification being conformed is a skilled classification and some of the wage rates for skilled classifications in the wage determination are lower than the rates for laborer classifications, then the contracting agency should use those existing skilled classification rates that are higher than the laborer rates to determine the

proposed rate. And if the classification which is being conformed is a laborer classification, the proposed wage rate should generally use the existing common laborer wage rate as a benchmark.

### Conclusion

The WHD Administrator has historically maintained broad discretion under the regulations to make determinations regarding proposed wage rates for additional classifications that are conformed to existing wage determinations. This broad discretion has been confirmed by the ARB and its predecessors, as illustrated by the decisions cited in this Memorandum, among others. In exercising that discretion, WHD ensures that wage rates (including fringe benefits) for the classification to be conformed bear a reasonable relationship to the range of rates for the classifications in the wage determination in the same category (skilled classifications, power equipment operators, laborers, and truck drivers), and not automatically to the lowest rate in the applicable category. Consistent with the governing regulations, contracting agencies should ensure that they request wage rates (including fringe benefits) for additional classifications in accordance with the principles set forth in this Memorandum. By following the guidance in this AAM, contracting agencies and contractors will benefit by receiving approvals from WHD that ensure consistency in conformed wage rates and increase efficiencies in government.

In conjunction with the guidance provided in this AAM, WHD has posted on [www.dol.gov/whd/govcontracts/dbra.htm](http://www.dol.gov/whd/govcontracts/dbra.htm) a series of frequently asked questions that include examples which will provide additional guidance regarding the reasonable relationship requirement in the conformance process. WHD also is updating its Prevailing Wage Resource Book and will provide compliance assistance on DBRA conformances at future Prevailing Wage Conferences. In addition, WHD's Branch of Construction Wage Determinations is available to assist with any questions.

## Federal Labor Standards Provisions

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

#### A. 1.(i) Minimum Wages

All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less than often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(iv). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 FR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will

approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representative, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including the fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third persons, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

## 2. Withholding

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor the full amount of wages required by the contract.

In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make sure disbursements in the case of direct Davis-Bacon Act contracts.

## 3.(i) Payrolls and basic records.

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representative of HUD or its designee or the Department of Labor, and shall permit such representative to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4.(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at

not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeyman under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

July 2, 2021

Aaron Law  
Operations Coordinator  
Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138

Re: Houston High Middle School Addition – RFP #001 - Davis Bacon Wage Rates

Dear Aaron,

The cost to include Davis Bacon wage rates as listed in RFP #001 is \$1,470,260

Builder's Risk Insurance	\$3,148
Earthwork	\$5,500
Storm Drainage	\$5,162
Asphalt Paving	\$5,232
Landscaping	\$1,860
Concrete	\$3,200
Masonry	\$383,000
Structural Steel	\$11,053
Roofing	\$64,900
Metal Panels	\$32,000
ACM Panels	\$6,835
Drywall & Framing	\$113,198
Tiling	\$7,450
Sports Flooring	\$2,508
Instrument Storage	\$1,944
HVAC	\$42,552
Plumbing	\$57,012
Electrical	\$551,502
Audio Visual	\$6,578
Access Control	\$750
General Conditions	\$126,035
Subtotal	\$1,386,384
5% OH&P	\$69,319
Subtotal	\$1,455,703
Bond	\$14,557
Total	\$1,470,260

**Building is  
our foundation.**

We exclude:

1. Professional fees, engineer's fees or stamped drawings.
2. Asbestos or hazardous materials handling, abatement, or removal of any sort.
3. MLG&W or other utility construction fees or temporary utility fees of any sort. Temporary heat, power, gas and water to be provided by owner.
4. Any wage rates changes, or certified payroll for the Renovation project.

Grinder, Taber & Grinder, Inc.

Eric Henry

A handwritten signature in black ink, appearing to read "Eric Henry". The signature is written in a cursive, flowing style.

Senior Project Manager



## **GBOE RESOLUTION 2/2021-2022**

### **A RESOLUTION OF THE GERMANTOWN BOARD OF EDUCATION TO SUPPORT OUR STUDENTS AND TEACHERS BY REQUESTING THE TENNESSEE GENERAL ASSEMBLY AMEND PUBLIC ACTS OF 2021, CHAPTER NO. 1 TO INCLUDE A PROVISION ALLOWING SCHOOL DISTRICTS TO MAKE RETENTION DECISIONS FOR THIRD-GRADE STUDENTS BASED UPON SCHOOL DISTRICT DATA DEMONSTRATING AN UNDERSTANDING OF ELA**

**WHEREAS**, during its 2021 special session, the Tennessee General Assembly adopted Public Chapter No. 1, which provides in pertinent part that, “Beginning with the 2022-2023 school year, a student in third-grade shall not be promoted to the next grade level unless the student is determined to be proficient in English language arts (ELA) based on the student’s achieving a performance level rating of ‘on track’ or ‘mastered’ on the ELA portion of the student’s most recent Tennessee comprehensive assessment program (TCAP) test”; AND

**WHEREAS**, Public Chapter No. 1 provides that notwithstanding the aforementioned provision, a third-grade student who is not proficient in ELA as determined by the student’s achieving a performance level rating of “approaching” on the ELA portion of the student’s most recent TCAP test may be promoted if:

- a) The student is an English language learner and has received less than two years of ELA instruction;
- b) The student was previously retained in any of the grades k-3;
- c) The student is retested before beginning the next school year and scores proficient in ELA;
- d) The student attends a learning loss bridge camp before the beginning of the upcoming school year, maintains a 90% attendance rate at the camp, and the student’s performance on the post-test at the end of the learning loss bridge camp demonstrates adequate growth as determined by the Department of Education; or
- e) The student is assigned a tutor through the Tennessee accelerating literacy and learning corps to provide the student with tutoring services for the entirety of the upcoming school year based on tutoring requirements established by the Department of Education; AND

**WHEREAS**, Public Chapter No. 1 provides that a third-grade student who is not proficient in ELA as determined by the student’s achieving a performance level rating of “below” on the ELA portion of the student’s most recent TCAP test may be promoted if:



## **GBOE RESOLUTION 2/2021-2022**

- a) The student is an English language learner and has received less than two years of ELA instruction;
- b) The student was previously retained in any of the grades k-3;
- c) The student is retested before beginning the next school year and scores proficient in ELA; or
- d) The student attends a learning loss bridge camp before the beginning of the upcoming school year, maintains a ninety (90%) percent attendance rate at the camp, and is assigned a tutor through the Tennessee accelerating literacy and learning corps to provide the student with tutoring services for the entirety of the upcoming school year based on tutoring requirements established by the Department of Education; AND

**WHEREAS**, in states that have adopted legislation regarding the retention of third-grade students, the educational outcomes for the students that have been retained have been mixed, with one reported negative outcome being that retention laws can have adverse effects on students with disabilities and at-risk students; AND

**WHEREAS**, other than Tennessee, most if not all of the states that have adopted legislation regarding the retention of third-grade students have included in that legislation a provision allowing school districts to promote students who were not proficient in ELA as measured by standardized state tests, yet showed progress based on school district data demonstrating an understanding of ELA via alternative knowledge assessments (for example, North Carolina General Statutes Annotated, §115C- 83.7, Students who demonstrate reading proficiency appropriate for third grade students on an alternative assessment approved by the State Board of Education); AND

**WHEREAS**, Tennessee's failure to afford school districts the discretion to make retention decisions based on school district data measuring student progress adversely and disproportionately affects students who, for many reasons, might not perform well on standardized tests, yet demonstrate an understanding of ELA via alternative knowledge assessments.

**NOW, THEREFORE, BE IT RESOLVED THAT THE GERMANTOWN BOARD OF EDUCATION** hereby strongly urges the Tennessee General Assembly to amend Public Acts of 2021, Chapter No. 1 to include a provision allowing school districts to make retention decisions for third-grade students based upon school district data demonstrating students' understanding of ELA.



## **GBOE RESOLUTION 2/2021-2022**

**THIS RESOLUTION** is adopted as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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**Amy Eoff**  
**Chairman**  
**Germantown Board of Education**

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**Jason Manuel**  
**Superintendent**  
**Germantown Municipal School District**

DRAFT