

GMSD Board Work Session
August 24, 2022 5:00 PM
Board Room, GMSD Office

1. Review / Revision of Policies after one reading
2. Miscellaneous FY 22-23 Budget Amendments # 1 through 7
3. School Fees and Activity Costs 22-23
4. Stop Loss Insurance Renewal
5. Dogwood Gym Floor Upgrade/Replacement
6. Farmington Gym Floor Upgrade/Replacement
7. Further Business

Rationale for Revision of GMSD Policies 8.24.22 Work Session / 8.30.22 Board Business Meeting

Revisions are recommended for the following,

“To waive second reading and adopt all after one reading.”

1.102 - Board Members Legal Status – changes made due to change in State law.

1.800 - School Calendar /School Day – changes made pursuant to change in State law and in order to make the policy more consistent with existing State law, in order to provide parents and staff with more information about State law requirements.

2.403 - Surplus Property Sales – changes made due to change in State law and in order to provide staff with more information about State law requirements; updated citations.

4.210 - Credit Recovery – changes made due to change in State law and in order to provide students and parents with more information about State law requirements.

4.400 - Instructional Materials - RESCIND – changes made because this subject matter is being addressed in Policy 4.401, consistent with changes to State law; changes also made in order to streamline the policy manual for ease of reference for parents, staff and students.

4.401 - Textbooks and Instructional Materials -changes made due to changes in State law and in order to provide parents, staff and students with information regarding the manner in which they can provide feedback.

4.600 - Grading –changes made due to changes in State law and as recommended by Board members to provide a more equitable and consistent grading scale; updated citations.

4.603 – Grades K-8 Promotion and Retention – changes made due to changes in State law and to provide parents with a detailed explanation of the promotion/retention process; updated citations.

4.4061 – Employee Use of the Internet –changes made due to changes in State law and to provide parents, students and employees with information regarding the manner in which they can provide feedback; removed superfluous language; updated citations.

4.4062 - Student Use of the Internet – changes made due to changes in State law and to provide parents, students and employees with information regarding the manner in which they can provide feedback; removed superfluous language; updated citations.

5.200 - Separation Practices for Tenured Teachers – changes made due to changes in State law and to provide tenured teachers with statutory processes; updated citations.

5.201 - Separation Practices for Non-Tenured Teachers – changes made due to changes in State law and to provide non-tenured teachers with statutory processes; updated citations.

5.303 – Personal and Professional Leave - RESCIND- recommend that this policy be rescinded and folded into Board policy 5.310 in an effort to streamline the policy manual and make it more user friendly.

5.310 – Vacation, Personal/Professional Days, Holidays – refining this law to be consistent with State law in order to provide employees with a complete explanation regarding vacation, personal/professional and holiday time off.

5.701 – Employment of Substitutes – RESCIND – recommend that this policy be rescinded because language in existing policy is not current (i.e. substitutes are employed by outside vendor).

6.200 - Attendance and Truancy – changes made due to changes in State law; updated citations.

6.318 - Admission of Suspended or Expelled Students – changes made due to change in State law; updated citations.

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Board Members Legal Status	Descriptor Code: 1.102	Issued Date: 08/**/22 2/22/22
		Rescinds:	Issued: 12/02/13

1 The legal status of Board members shall be as follows:

2 **NUMBER**

3 The Board is composed of five (5) members. A quorum of three (3) members is required to conduct
4 business.

5 **QUALIFICATIONS**

6 Members of the Board shall be residents of the City of Germantown and elected at large ~~on a non-partisan~~
7 ~~basis~~ and shall be citizens of recognized integrity, intelligence, and ability to administer the duties of the
8 office. To qualify as a candidate, an individual must show proof of graduation from high school or receipt
9 of a G.E.D. and otherwise meet all other requirements of applicable State law at the time one seeks
10 election. No member of the Germantown Board of Mayor and Aldermen shall be eligible for election as
11 a member of the Germantown Municipal Board of Education.

12 **TERMS OF OFFICE**

13 Members of the board shall serve four (4) year terms.

14 **VACANCIES**

15 Vacancies shall be declared to exist on account of death, resignation, removal from the district which
16 elected him, removal from the school system, if the Board member ceases to be a resident of the City of
17 Germantown, or through due process proceedings.

18 When a vacancy occurs, the unexpired term shall be filled by the Germantown Board of Mayor and
19 Aldermen. Such appointment shall continue until the next regular election.

20

Legal References
T.C.A. § 8-47-101

T.C.A. § 49-1-611

T.C.A. § 49-2-201
T.C.A. § 49-2-202

▪ <Policy Title>

<Descriptor Code>

1

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: School Calendar/School Day	Descriptor Code: 1.800	Issued Date: 08/**/22 04/19/22
		Rescinds:	Issued: 04/07/14

1 *Calendar*

2 ~~The school calendar for the next school year shall be recommended by the Superintendent and~~
3 ~~approved by the Board prior to the end of the school year. Changes in the school calendar must be~~
4 ~~approved by the Board.~~

5 ~~The Board shall designate the number of days allocated for dangerous or extreme weather conditions~~
6 ~~and the number of days to be allocated for student dismissals for faculty professional development, IEP~~
7 ~~team meetings, school-wide or system-wide instructional planning meetings, parent/teacher~~
8 ~~conferences, or other similar meetings. The total number of such days shall not exceed thirteen (13).~~

9 *School Day*

10 ~~Students shall attend school one hundred eighty (180) days, unless the Commissioner of Education~~
11 ~~waives the 180 day requirement due to natural disaster or serious outbreaks of illness affecting or~~
12 ~~endangering students or staff.~~

13 ~~The school day shall be recommended by the Superintendent and approved by the Board of Education.~~

14 ~~The minimum length of the school day for students shall be six and one half (6 ½) hours. The length of~~
15 ~~the kindergarten day shall not be less than four (4) hours. Teachers shall be on duty at least seven (7)~~
16 ~~hours per day and such additional time as the school district requires.~~

17 *Emergency Closings*

18 ~~The Superintendent shall determine the need for emergency closures of schools. Announcement of~~
19 ~~such closures shall be made at the earliest practical hour.~~

20 No later than the end of the school year, the Germantown Municipal School Board will adopt, upon the
21 recommendation of the Superintendent, an official school calendar for the succeeding school year. The
22 calendar will identify holidays, vacation days, summer sessions and other extensions of the school year.
23 The calendar may be revised by the Germantown Municipal School Board, upon the recommendation
24 of the Superintendent, due to inclement weather or other factors.

25 The calendar shall be distributed to the school staff at the opening of the school term.

26 The minimum length of the school day for students shall be six and one-half (6-1/2) hours total for all
27 grades. However, teachers shall be on duty for at least seven (7) hours and as long as school
28 administration requires.

1 Emergencies

2 When schools are closed due to emergencies or unforeseen circumstances such as epidemics or inclement
3 weather, the time lost shall be made up to the required minimum unless otherwise approved by the State
4 Department of Education. The Superintendent shall determine the need for emergency closures of
5 schools.

6 In the event of dangerous or extreme weather conditions or of serious outbreaks of illness affecting or
7 endangering students or staff, two (2) of the one hundred eighty (180) days of classroom instruction
8 referenced above may be delivered by remote instruction. The Superintendent may require a class,
9 school, or all schools to utilize remote instruction during those circumstances. The Superintendent may
10 require a class, school, or all schools to utilize remote instruction on days that the school administrators
11 end-of-course assessments or post-secondary assessment exams; provided that the students who are
12 administered the end-of-course assessment or post-secondary assessment exams take the assessments in
13 person. If remote instruction is required, students enrolled in Kindergarten shall have access to at least
14 4 hours of instruction each day and students enrolled in grades 1-12 shall have access to at least 6.5 hours
15 of instruction each day. During those remote instructional days, students may be counted as present as
16 long as the student exhibits proof of attendance by daily periodic visual, verbal, and/or written
17 confirmation of participation. Students will be provided required methods of proof of attendance by
18 their respective teachers.

19 During the remote instruction days, services required by a student's IEP shall be made available to those
20 students.

21 IN-SERVICE EDUCATION

22 Each day of in-service education included in the school calendar shall be equivalent to not less than six
23 (6) hours of planned activities.

24 DISCRETIONARY DAYS

25 Four (4) discretionary days shall be included in the calendar and may be designated by the Germantown
26 Municipal School Board as student attendance days, in-service days or administrative days, which may
27 be used by administrators, faculty and staff for preparation for commencement of classes, record
28 keeping, grading examinations, parent-teacher conferences and other classroom functions.

Legal References

T.C.A. § 49-6-3004

State Board of Education Rule 0520-01-02-.31

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Surplus Property Sales*	Descriptor Code: 2.403	Issued Date: 08/**/22 03/09/21 03/02/20 03/19/18
		Rescinds: 2.403	Issued: 10/17/16

~~The Purchasing Analyst shall prepare a list of unusable items for Board approval.¹ The list shall contain the following information: name of item, date of purchase and reason for disposal.~~

~~All unusable items shall be sold to the highest bidder after advertising in a newspaper of general circulation at least seven (7) days prior to the sale.~~

~~Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be disposed of without the necessity of bids. In order for such disposal without bids, the principal of the school with the surplus property, the Superintendent, and the Chairman of the Board of Education must all agree in written form that the property is of no value or is of less value than five hundred dollars (\$500).²~~

~~The Board of Education may also transfer surplus real or personal school property to the county or to any municipality within the county for public use, without the requirement of competitive bidding or sale. The Board may also dispose of computers by selling or trading them to computer vendors or manufacturers as part of the proposal to purchase new computers for the district without having to comply with the bidding requirements.²~~

~~If reasonable attempts to dispose of surplus properties fail to produce monetary return to the system, the Board shall approve other methods of disposal.³~~

~~Surplus equipment will be auctioned off by the district at the end of the school year. The Board must approve all surplus equipment prior to the materials being disposed of at the end of the school year.~~

Surplus property including but not limited to textbooks and instructional materials may be declared surplus property by the Superintendent and may be disposed of as provided below:

- (a) All surplus property shall be sold to the highest bidder after advertising in a newspaper of general circulation at least seven (7) days prior to the sale. The sale may be to the highest bidder through an internet auction website used by GMSD, the City of Germantown, or the State of Tennessee. Any internet auction must be open for bidding for at least seven (7) days. For a sale by internet auction, the sale shall be advertised in a newspaper of general circulation and include in the advertisement the internet website address and other necessary information concerning the sale and may also advertise the sale on a website maintained by GMSD or the City of Germantown.

1 However, the Superintendent/designee may also transfer surplus property of any value to
 2 Shelby County or to any municipality within Shelby County for public use, without the
 3 need for a competitive bid.

4 (b) Surplus property which has no value or has a value of less than Five Hundred Dollars
 5 (\$500) may be disposed of without the necessity of bids. In order for such disposal
 6 without bids, the Superintendent and the Chair of the Board of Education must agree in
 7 written form that the property is of no value or is of less value than Five Hundred Dollars
 8 (\$500).

9 (c) If reasonable attempts to dispose of surplus properties fail to produce monetary return to
 10 the system, the Superintendent shall dispose of the surplus property by any manner the
 11 Superintendent deems to be appropriate.

12 DISPOSAL OF COMPUTERS

13 No matter the value of computers designated by the Superintendent/designee to be surplus property,
 14 computers may be disposed of as follows:

15 (1) Donated to low-income families in the school district after the memory hard drives of the
 16 computers have been sanitized; or

17 (2) Disposed of by selling or trading them to computer vendors or manufacturers as part of
 18 the proposal to purchase new computers for GMSD.

19 DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS⁴

20 When equipment that was purchased with federal dollars is no longer needed for the original project or
 21 program or for other activities currently or previously supported by a federal agency, disposition of the
 22 equipment shall be made as follows:

23 (1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained,
 24 sold or otherwise disposed of with no further obligation to the awarding agency.

25 (2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or
 26 sold and the awarding agency shall have a right to an amount calculated by multiplying the current
 27 market value or proceeds from sale by the awarding agency's share of the equipment.

* This Policy does not pertain to real property owned by GMSD.

Legal References

~~TCA 49-6-2006(b)(3)~~
 T.C.A. § 49-6-2007
 T.C.A. § 49-6-2208
~~TCA 12-2-403(a)~~
 2 CFR § 200.313
~~2 CFR § 200.33~~

Cross References

~~Inventories 2.702~~

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Credit Recovery	Descriptor Code: 4.210	Issued Date: 08/**/22 09/18/17
		Rescinds: 4.210	Issued: 10/17/16

1 **GENERAL**

2 The Superintendent shall ensure that credit recovery facilitators receive training regarding course
3 organization, online instruction management and related technology.

4 Credit recovery teachers shall comply with all State Board of Education certification requirements.¹

5 **ADMISSION AND REMOVAL**

6 No student shall be admitted to or otherwise enrolled in credit recovery courses unless **all of the**
7 **following are true:**

8 1. The student's parent/guardian gives written consent for the student to enroll in the proposed credit
9 recovery course. Parents/guardians should be informed that not all postsecondary institutions will
10 accept credit recovery courses for credit and that the NCAA Clearinghouse will not accept credit
11 recovery courses for credit; and

12 2. **To be eligible for credit recovery,** the student has previously taken an initial, non-credit recovery
13 section of the proposed course. ~~and received a grade of at least fifty percent (50%). Students who~~
14 ~~receive a grade of below fifty percent (50%) in the non-credit recovery section of the course must~~
15 ~~re-take the course.~~

16 3. **The student must have mastered at least fifty percent (50%) of the course standards as evidenced**
17 **by the course grade in a non-credit recovery section of the course or a diagnostic assessment.**
18 **Students who mastered below fifty percent (50%) of the course standards as evidenced by the**
19 **course grade in a non-credit recovery section of the course or a diagnostic assessment, must re-**
20 **take the course.**

21 If a student is seeking to recover credit for the first semester of a two-semester course, the student may
22 not receive the full credit for the course until he/she has enrolled in and passed the second semester of
23 the course and taken any applicable End of Course examinations.

24 The Board shall track students enrolled in credit recovery courses as directed by the Tennessee
25 Department of Education.

26 **INSTRUCTION AND CONTENT**

1 Credit recovery teachers shall work closely with credit recovery facilitators to correlate class content
2 and instruction.

3 The ~~Superintendent~~ **GMSD Assistant Superintendent of Teaching, Learning and Assessment** shall
4 ensure that all credit recovery courses:

5 A. Align with Tennessee's current academic standards for the relevant course content area, as
6 approved by the State Board of Education; and
7

8 B. **Are able to** differentiate instruction to address individual student growth needs based on
9 diagnostic assessment or End of Course data.

10 (1) Credit recovery teachers of record must be endorsed and certified in any content area for which
11 they teach or otherwise facilitate credit recovery courses.

12 (2) Credit recovery teachers of record must be responsible for reviewing initial student diagnostic
13 results; assisting in determining appropriate goals, coursework, and assignments for students; working
14 closely with credit recovery facilitators or class content and instruction; and reviewing final student
15 work.

16 (3) Credit recovery facilitators must record training pertaining to the credit recovery course
17 organization, online instruction management and related technology.

18 Students in credit recovery programs shall:

19 1. Complete a course ~~skill~~ **standard**-specific diagnostic to determine ~~skill~~ **standard**-specific goals;

20
21 2. Meet individual ~~skill~~ **standard**-specific goals in a flexible time frame as established by
22 identified student need; and
23

24 3. Master all individualized ~~skill~~ **standard**-specific goals as established by the diagnostic process
25 **and the credit recovery teacher** in order to earn credit.

26 **GRADES³**

27 Students passing credit recovery shall receive a grade of **sixty** ~~seventy~~-percent (~~70~~ 60%) **under the state**
28 **uniform grading system.** The student transcript shall denote that the credit was attained through credit
29 recovery. The original failing grade may also be listed on the transcript, but shall not factor into the
30 student's GPA, in accordance with the State Board of Education's Uniform Grading Policy.

31 ~~Grades awarded in credit recovery courses shall adhere to the State Board of Education's Uniform~~
32 ~~Grading Policy.~~

Legal References

State Board of Education Policy 2.103
State Board of Education Rule 0520-01-03-.03
~~SBOE Policy 2.103 (7)(b)~~
~~SBOE Policy 2.103 (7)(a)~~
~~SBOE Policy 2.103 (7)(c)~~

~~Cross References~~

~~Grading IP 4.600~~
~~Promotion and Retention IP 4.603~~

THIS POLICY IS RESCINDED – THIS INFORMATION INCLUDED IN POLICY 4.401

Germantown Municipal School District			
Monitoring: Review: Annually, in May	Descriptor Term: Instructional Materials	Descriptor Code: 4.400	Issued Date: 08/**/22
		Rescinds: 4.400	Issued: 05/05/14

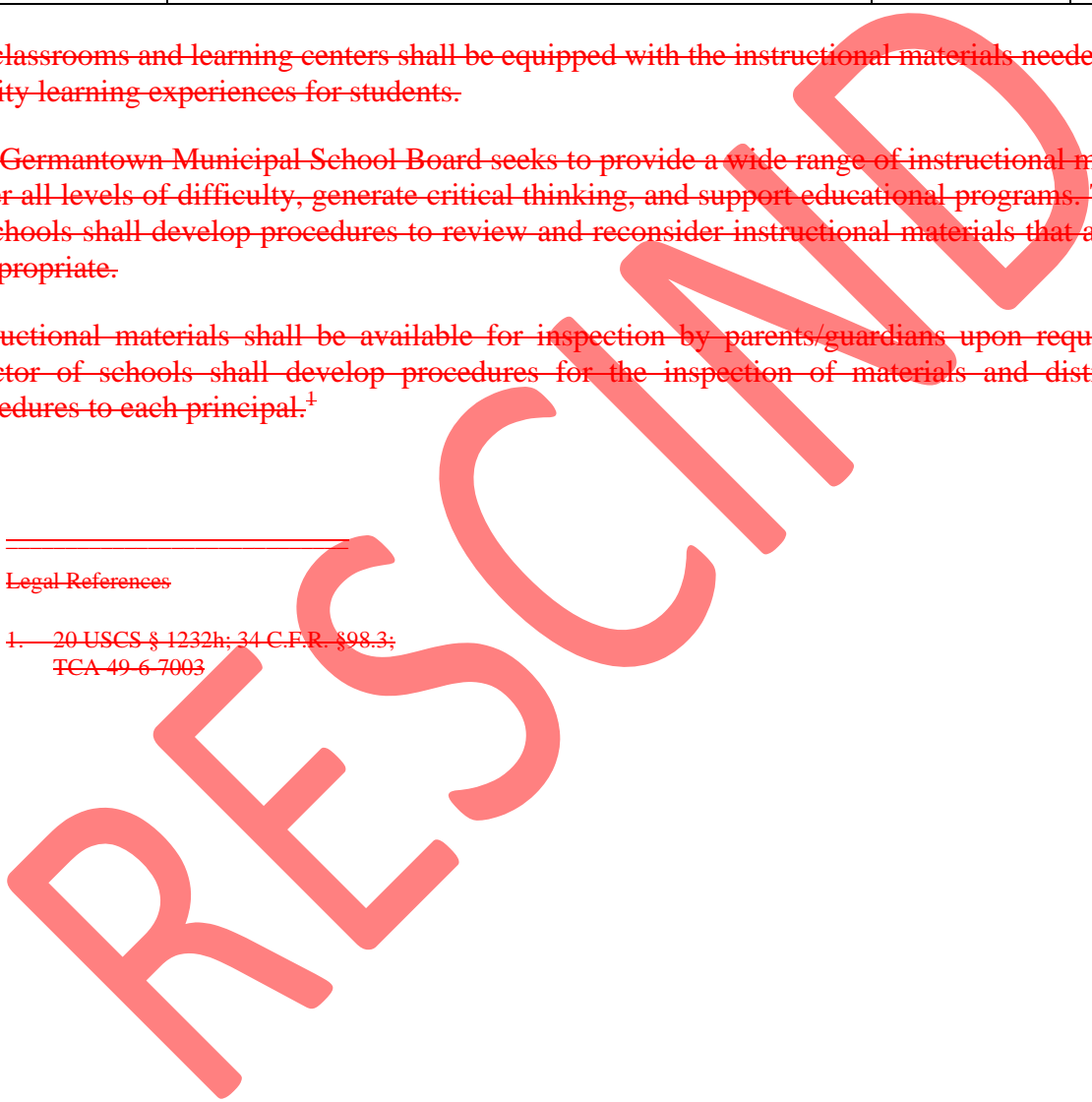
- 1 ~~All classrooms and learning centers shall be equipped with the instructional materials needed to provide~~
- 2 ~~quality learning experiences for students.~~

- 3 ~~The Germantown Municipal School Board seeks to provide a wide range of instructional materials that~~
- 4 ~~cover all levels of difficulty, generate critical thinking, and support educational programs. The director~~
- 5 ~~of schools shall develop procedures to review and reconsider instructional materials that are allegedly~~
- 6 ~~inappropriate.~~

- 7 ~~Instructional materials shall be available for inspection by parents/guardians upon request, and the~~
- 8 ~~director of schools shall develop procedures for the inspection of materials and distribute these~~
- 9 ~~procedures to each principal.¹~~

Legal References

- 1. ~~20 USCS § 1232h; 34 C.F.R. §98.3;
TCA 49-6-7003~~



Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Textbooks and Instructional Materials	Descriptor Code: 4.401	Issued Date: 08/**/22 08/24/21
		Rescinds:	Issued: 09/15/14

1 ~~SELECTION¹~~

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.²~~

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 TEXTBOOKS³~~

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.~~

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

21	Age of Book	Amount Collected
22	1 – 2 years	100% of replacement cost
23	3 – 4 years	75% of replacement cost
24	5 or more years	50% of replacement cost

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

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

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

~~1.— Refusal to issue any additional textbooks until restitution is made; or~~

~~2.— Withholding of all grade cards, diplomas, certificates of progress, or transcripts until restitution is made.~~

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

INSPECTION

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

TEACHER RESPONSIBILITIES⁶

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

SELECTION OF TEXTBOOKS

GMSD is required by State law to adopt textbooks from the list of textbooks adopted by the State Textbook Commission. The selection of textbooks shall be completed according to the laws and policies required by the State of Tennessee and the Rules and Policies of the Tennessee State Board of Education. The responsibility for textbook selection rests with the GMSD textbook selection committees subject to approval by the Board. The GMSD Textbook Committees shall be set up by grade and subject matter fields and composed of teachers, or supervisors and teachers, and parents with students enrolled in a GMSD school. There should be a minimum of five (5) members on each committee.

Teachers and supervisors who serve on a committee shall be teaching or supervising the respective grade or subject at the time of the appointment. Committees shall be composed by grade or groups of grades arranged

1 so that a committee may consider an entire series of books if it should so desire; provided, that in all cases,
 2 the teachers and supervisors appointed to the committees shall be licensed to teach in the State with
 3 endorsements in the subject matter or grade level for which textbooks or instructional materials are being
 4 reviewed. Teachers and supervisors appointed to committees shall have three (3) or more years of experience
 5 as teachers or supervisors in public schools.

6 The members of the committee shall serve for the length of time that the adoption process for which they are
 7 appointed lasts.

8 All committee members shall take an oath, subscribed by State law, which is administered by any authorized
 9 official empowered to administer an oath. The Superintendent shall serve as an *ex officio* member of the
 10 textbook committees.

11 The committees may select electronic textbooks provided that the Superintendent determines that reasonable
 12 access to the electronic textbooks is made available to all students who are required to complete homework
 13 assignments using the textbooks.

14 Once the proposed textbooks have been approved by the Board, the Superintendent shall post the list of all
 15 approved textbooks, and pacing guides, containing instructional materials on the GMSD website.

16 **PARENTAL INSPECTION OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS**

17 Upon request, parents/guardians shall have the ability to inspect the following items: instructional materials,
 18 teaching materials, teaching aids used in the classroom of the parent's/guardian's child, handouts, teacher's
 19 manuals, films, tapes, and tests that are developed by and graded by their child's teacher.
 20

21 **CARE OF TEXTBOOK**

22 Textbooks are property of the Board and shall be returned at the end of the school year, upon completion of
 23 the course or upon withdrawal from a course or school.

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

26	<u>Age of Book</u>	<u>Amount Collected</u>
27	1-2 years	100% of replacement cost
28	3-4 years	75% of replacement cost
29	5 or more years	50% of replacement cost

30 The Board shall approve and periodically review a schedule of fines for damaged books. In cases where the
 31 book is damaged to the extent it is no longer usable, the amount collected shall conform to the reimbursement
 32 schedule for lost books. A fine may only be assessed in cases where the pupil or parent damages, loses or
 33 defaces the textbook either through willful intent or neglect.

34 Failure to pay the fine imposed within a reasonable time may result in the imposition of one of the following
 35 sanctions as determined by the GMSD Assistant Superintendent of Teaching, Learning & Assessment:

- 1 1. Refusal to issue any additional textbooks and/or instructional materials until restitution is
2 made;
- 3 2. Withholding of all progress reports/report cards, diplomas, certificates of progress or
4 transcripts until restitution is made;
- 5 3. Not allowing the pupil to take interim or final examinations or to earn course credit in the
6 course for which the textbooks and/or instructional materials are prescribed until restitution is
7 made.

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

10 **TEACHER/PRINCIPAL RESPONSIBILITIES**

11 Teachers are required to use the state adopted textbooks purchased by the District as their main delivery of
12 instruction in all classes. Teachers may supplement the state adopted textbooks with additional instructional
13 supplemental materials listed in the course assigned pacing guide. Use of textbooks not on the state adoption
14 list purchased by the District or instructional materials not listed within the pacing guides must comply with
15 the GMSD Use of Supplemental Instructional Materials procedure.

16 A teacher or Principal shall not use or permit to be used in the person's school, whether as a supplement to
17 the school district's or school's adopted textbooks and instructional materials or otherwise, textbooks, or
18 instructional materials created to align exclusively within the Common Core State Standards or that are
19 marketed as Common Core textbooks or materials.

20 Teachers shall not include or promote prohibited concepts in any instruction or curriculum instructional
21 program or use instructional or supplemental instructional materials that include concepts prohibited by State
22 law.

23 Failure to follow this Policy may result in disciplinary action, up to and including termination.

24 **FEEDBACK**

25 If a GMSD employee believes a teacher assigned to the school at which they work, or a GMSD student
26 believes their teacher, or a parent of a GMSD student believes their student's teacher has:

- 27 (a) used textbooks that are not state-adopted or instructional supplemental materials not listed in
28 the course approved pacing guide or textbooks or instructional materials that have not received
29 administrative approval; or
- 30 (b) included or promoted prohibited concepts in instruction or curriculum instructional program
31 or used instructional or supplemental instructional materials that include concepts prohibited
32 by state law,
33

34 feedback may be filed on a form provided on the GMSD website.

1 The Feedback Form shall be submitted to the GMSD Assistant Superintendent of Teaching, Learning &
 2 Assessment. The GMSD Assistant Superintendent of Teaching, Learning & Assessment shall convene a
 3 committee of three (3) teachers to review the feedback. The committee shall determine whether the feedback
 4 requires that any action should be taken.

5 The GMSD Assistant Superintendent of Teaching, Learning & Assessment shall respond to the person
 6 providing the Feedback Form within thirty (30) school days of receiving the feedback, stating what, if any,
 7 actions were taken in regard to the feedback.

8 If the person providing the feedback desires further action, after receiving the response from the GMSD
 9 Assistant Superintendent of Teaching, Learning & Assessment, the person providing the feedback may
 10 request further review by the GMSD Municipal School District Board by addressing a request for further
 11 review to the GMSD Board Chairman.

12

13

Legal References

T.C.A. § 49-3-310

T.C.A. § 49-6-2206

T.C.A. § 49-6-2207

T.C.A. § 49-6-1019

T.C.A. § 49-6-7003

20 U.S.C.A. § 1232h

~~1. TCA 49-6-2207(e), (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. TCA § 49-6-2206~~

Cross References

Surplus Property Sales 2.403

Student Fees and Fines 6.709

Germantown Municipal School District			
Monitoring: Review: Annually	Descriptor Term: Grading	Descriptor Code: 4.600	Issued Date: 08/**/22 06/08/21
		Rescinds: 4.600	Issued: 04/19/21

1 **GRADING SYSTEM FOR GRADES K-5¹**

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

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

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

8 The Kindergarten, First, ~~and~~ Second Grade, and Third Grade report cards show progress toward
9 the state standards through target-based grading. The grade level standards are set by the state and
10 indicate what a student should know and be able to do. Students are evaluated based on their
11 progress toward meeting benchmarks targets for each standard. This is indicated by ~~mastery,~~
12 ~~satisfactory, needs improvement, or unsatisfactory, and the letter “M”, “S”, “N”, or “U” is a~~
13 ~~proficiency scale of 1 through 3~~ used to report the progress for each standard target.

14 In all schools, students’ conduct is graded as E, G, S, N, or U and is to be reported at each grading
15 period on the report card. Self-contained classes receive one homeroom conduct grade. Individual
16 subject classes each give a conduct grade. ~~Report cards are sent home at the end of each nine (9)~~
17 ~~week term.~~ Report cards are posted in Skyward at the end of each nine (9) – week session. Parents
18 who request hard copy report cards will be able to pick them up at the school or they will be sent
19 home with students.

20 **Grades ~~3~~ 4-5 and Virtual School Grades K-5:**

21 In all schools, students’ conduct is graded as E, G, S, N, or U and is to be reported at each
22 grading period on the report card. Self-contained classes receive one homeroom conduct grade.
23 Individual subject classes each give a conduct grade.
24

25 The letters “A”, “B”, “C”, “D”, and “F” express the basic grading system for knowledge/subject
26 areas with the following numerical values:

- 27
- 28 A.....90 - 100
- 29 B.....80 - 89
- 30 C.....70 - 79

1 D..... 65-69 60-69
 2 F..... Below 65 60

3 ~~Report cards for grades 3-5 are posted in Skyward at the end of each nine (9) week session.~~

4 Report cards are posted in Skyward at the end of each nine (9) – week session. Parents who request
 5 hard copy report cards will be able to pick them up at the school or they will be sent home with
 6 students.

7
 8 In grades 3-5 a minimum of 9 grades are due per nine weeks, with the recommendation of a
 9 minimum of one grade per week should be recorded for every student. Term grades that are
 10 reported at the end of each nine (9)- week period will be determined by the average of daily
 11 work, oral assignments, written assignments, and tests. Homework assignments are of value in
 12 affording students needed practice, and such assignments should be necessary for mastery.
 13 Homework assignments may count for a maximum of 10% of the grading period. Grading and
 14 honor code procedures shall be developed and implemented by administration and followed by
 15 teachers.

16 Semester grades for grades 3-5 are determined by an average of grades for each of the two
 17 nine (9) – week terms. Standardized tests should not be used as the sole measure for passing or
 18 failing. TCAP scores may count a percentage of the second semester average, as determined in
 19 the Testing Programs policy, IP 4.700.

20 **NOTE: Semester examinations are not given in grades 3-5.**

Final Grade – This grade is determined by averaging the two semester grades.

21 A student’s academic grade is solely intended to reflect the students’ mastery of skills and
 22 standards in the designated subject. **Therefore, academic credit/points may not be awarded**
 23 **or deducted for any purpose that is not directly related to the student’s academic**
 24 **performance.** For example, academic credit/points may not be deducted for failure to
 25 purchase certain brands or types of school supplies. A reasonable number of academic points
 26 may be deducted from a student’s academic grade for failure to submit homework or other
 27 assigned academic work on the date specified by the teacher.

28
 29 Parents are to be notified within a report card period when a student is not performing at
 30 expectation. Parent-teacher conferences should be held for gaining parental support in an effort
 31 to improve student performance.

32 **~~T.C.A. § 49-1-614~~**

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

34 **GRADING SYSTEM FOR GRADES 6-12[†]**

35 Germantown Municipal School District policy in accordance with the Tennessee Uniform

1 Grading System establishes the grading system for grades 6-12.

2 ~~Report cards will be posted in Skyward at the end of each nine (9) — week period, unless the~~
 3 ~~parents/guardians have exercised their option for hard copy reports. Hard copy report cards will be sent~~
 4 ~~home with students or available for parent pick up at the school.~~ Report cards are posted in Skyward at
 5 the end of each nine (9) – week session. Parents who request hard copy report cards will be able
 6 to pick them up at the school or they will be sent home with students.

7 Parents must be notified within a report card period when a student is not performing at
 8 expectation. Parent- teacher conferences should be held for gaining parental support in an effort
 9 to improve student performance.

10 In Grades 6-8, students’ conduct is graded as excellent, satisfactory, needs improvement, or
 11 unsatisfactory, and the initial letter “E”, “S”, “N”, or “U” is used to report the conduct grade. It
 12 is to be reported at each grading period on the report card with each subject grade.

13
 14 **NOTE:** If an erroneous grade has been entered, correction must be made, and a new report will
 15 be issued to the student.

16
 17 Grades will be reported on report cards and transcript records using the numerical values
 18 indicated below:

19 A 90-100
 20 B 80-89
 21 C 70-79
 22 D 60 65-69
 23 F Below 60 65

24
 25 The Tennessee Uniform Grading Scale for Lottery/HOPE Scholarship
 26 Students applying for lottery scholarships and other Tennessee Student Assistance Corporation
 27 funds will use the same grading scale. ~~must be evaluated using the Tennessee State Uniform~~
 28 ~~Grading Scale. The scale is as follows:-~~

29 ~~A.....90 100 93 100~~
 30 ~~B.....80 89 85 92~~
 31 ~~C.....70 79 75 84~~
 32 ~~D.....60 69 70 74~~
 33 ~~F.....Below 60 70~~

34 The high school counselors shall be responsible for communicating Lottery/HOPE Scholarship
 35 requirements annually. Incoming freshmen will be provided information on college core
 36 courses required for lottery scholarships as well as necessary criteria (grade point average,
 37 ACT and SAT scores, number of credits, etc.) that must be met in order to receive a
 38 scholarship.

39

1 The student's unweighted GPA, weighted GPA, and HOPE GPA will be posted on the
2 student's end-of-year report card and transcripts.

3
4 Grades given at the end of each nine (9)- week period will be determined by the average of
5 daily work, oral, and written assignments, and tests. In grades 6-12 a minimum of 10 grades
6 are due per nine weeks, with the recommendation of a minimum of one grade per week should
7 be recorded for every student. Homework assignments may count for a maximum of 10% of
8 the grading period. Grading and honor code procedures shall be developed and implemented
9 by administration and followed by teachers.

10 **NOTE:** Grading systems other than the above must be approved in writing by the **GMSD**
11 **Assistant Superintendent** ~~Executive Director~~ of Teaching, Learning, and Assessment and the
12 Superintendent.

13 A student's academic grade is solely intended to reflect the students' mastery of skills and
14 standards in the designated subject. **Therefore, academic credit/points may not be awarded**
15 **or deducted for any purpose that is not directly related to the student's academic**
16 **performance.** For example, academic credit/points may not be deducted for failure to
17 purchase certain brands or types of school supplies. The number of academic points that may
18 be deducted from a student's academic grade for failure to submit homework or other assigned
19 academic work on the date specified by the teacher shall be determined by the teacher and
20 approved by the school's administration.

21
22 In the event of an excused absence, students are expected to make up missed work within a
23 reasonable amount of time as determined by the school policy, with a minimum of one day
24 allowed for each day absent.

25
26 Semester exams are not given in grades 6-8 with the exception of high school level courses.
27 Students who successfully complete a high school course will earn high school credit.
28 Semester grades earned in high school courses mentioned above, regardless of credits earned,
29 will be recorded on the high school transcript. ~~Effective with the graduating class of 2019, o~~
30 **O**nly courses completed for credit in grades 9, 10, 11, and 12 shall be counted toward the
31 Grade Point Average (GPA).

32
33 ~~For the 2020-2021 School year, semester exams will not be given in grades 6-12.~~
34 ~~*However, Teachers may give a comprehensive test prior to the Exam days that counts for a~~
35 ~~normal test grade.~~

36
37 No student should fail for the semester or year if the only failing grade is that of the semester
38 examination, provided the student has made an honest effort on the examination.

39
40 Credits will be awarded in 0.5 increments upon successful completion of a semester; however,
41 credits for full year courses may be awarded if the final yearly average is a passing grade (65 or
42 higher).

43

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

4
5 *For the 2020-2021 School year, no semester exams or comparable evaluations will be*
6 *given, therefore the semester grade will be determined by the average of the two quarters.*
7

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

12
13 In all Dual Credit (DC), Industry-Aligned Certification, and Dual Enrollment (DE) courses at
14 the secondary level, four (4) points shall be added to each quarter numerical grade and each
15 semester exam grade. The two nine (9) - week grades and the semester exam grade, with the
16 points included, will be used to calculate the semester average.

17
18 In all grades for Honors courses at the secondary level, three (3) points shall be added to each
19 quarter numerical grade and each semester exam grade. The two nine (9) week grades, the
20 semester exam grade, with added Honors course points included, will be used to calculate the
21 semester average.

22
23 A student having a (ninety) 90 or higher average for the two (2) terms in a specific course
24 will be exempted from the semester exam, if the student desires. When a student is exempted
25 from the examination, the semester average will be the average of the two term grades. Any
26 unexcused absence or more than five (5) excused absences per semester in a course will
27 disqualify the student from being exempt from the semester exam for that particular course.
28 Exemptions apply only to teacher-made semester examinations. 12th grade students are
29 eligible for exam exemption during both semesters. All other students in high school courses
30 who meet the above requirements may be exempted for only the second semester exam;
31 however, for courses that are only one semester, underclassmen may also be exempt during
32 first semester.

33
34 *For the 2020-2021 School year, 12th grade students may still obtain exemption from*
35 *assignments that fall on the previously scheduled Semester Exam Days with the absence of*
36 *semester examinations in both semesters. All other students in high school courses who meet*
37 *the requirements may be exempted for the assignments that fall on the scheduled Semester*
38 *Exam days in the second semester.*

39 ~~Tennessee State Board of Education Rule §0520-1-3-.06 Tennessee State Board of Education Rule~~
40 ~~§0520-01-03-.05~~

41 *Effective with the graduating class of 2021,* GMSD will not rank students numerically; a laude
42 system will be used to distinguish three ranges of academically high performing students
43 based on cumulative weighted grade point average, as determined by in the GMSD Honor
44 Roll, Awards, & Laude System Policy, IP-4.602.

- 1
- 2 Online courses taken outside of a GMSD high school will not count toward GPA unless
- 3 approved for credit recovery purposes.
- 4 ~~Effective with the 2018-2019 freshman cohort, o~~One (1) quality point shall be added to the
- 5 numerical quality point value corresponding to the letter grade received in an early
- 6 postsecondary course.
- 7 This weighted grading scale shall be used for all official purposes including report cards and
- 8 weighted GPA except the Lottery / Hope Scholarship as described below.

<u>Grade Value</u>	<u>For Standard classes:</u>	<u>For Honors classes:</u>	<u>For EPSO Courses: AP*, Cambridge, Industry-Aligned Certification*, Dual Enrollment**, International Baccalaureate*, Statewide Dual Credit*:</u>
A = 90 – 100	A = 4.0	A = 4.5	A = 5.0
B = 80 – 89	B = 3.0	B = 3.5	B = 4.0
C = 70 - 79	C = 2.0	C = 2.5	C = 3.0
D = 60 65 - 69	D = 1.0	D = 1.5	D = 2.0
F = Below 60 0-64	F = 0	F = 0	F = 0

- 9 *These courses are eligible for additional percentage point weighting and are awarded only to
- 10 students who sit for the identified exam.
- 11 **Dual enrollment courses that are successfully passed and are recognized for high school credit
- 12 are eligible for additional percentage point weighting.

13 **Report to Parents**

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

20 **TRANSCRIPTS³**

21 The school district shall maintain a transcript for each student which sets forth a cumulative
 22 record of the student’s attendance, achievement and units of credits earned. High school
 23 transcripts may only be altered by high school counselors with authorization of the Vice-
 24 Principal. Elementary and middle school transcripts may only be altered by the School
 25 Principal or the Assistant Principal. Alterations to student transcripts shall be supported by

- 1 documents providing an explanation of the reason for the transcript alteration and evidence that
- 2 the student has earned the grade reflected in the altered transcript.

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

Legal References

State Board of Education Rule TRR/MS 0520-01-03-.02
State Board of Education Rule 0520-01-03
State Board of Education Policy 3.301
T.C.A. § 49-2-203 (b)(7)
T.C.A. § 49-2-301 (b)(1)(H)
T.C.A. § 49-6-407
T.C.A. § 49-50-1101

Cross Reference

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

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Grades K-8 Promotion and Retention	Descriptor Code: 4.603	Issued Date: 08/**/22 05/17/21
		Rescinds: 4.603	Issued: 04/22/19

1 **PROMOTION¹**

2 ~~The superintendent/designee shall promote students to the next grade level based on the successful~~
3 ~~completion of required academic work and on the satisfactory progress in each of the relevant academic~~
4 ~~areas. Students shall progress in sequential order from grade to grade. However, no student enrolled in~~
5 ~~the third grade shall be promoted unless the student has shown a basic understanding of curriculum~~
6 ~~and ability to perform the skills required in the subject of reading as demonstrated by the student's~~
7 ~~grades or standardized test results. This requirement shall not apply to students who are participating~~
8 ~~in a board approved, research based intervention prior to the beginning of the next school year or to~~
9 ~~students who have an individualized education program (IEP).²~~

10 ~~Students who have difficulty in achieving the requirements for promotion may be considered for~~
11 ~~retention. Schools shall identify these students by February 1. Factors used to identify students for~~
12 ~~retention shall include:¹~~

- 13 ~~1. The student's ability to perform at the current grade level;~~
- 14
- 15 ~~2. The results of local assessments, screening, or monitoring tools;~~
- 16
- 17 ~~3. State assessments, as applicable;~~
- 18
- 19 ~~4. The overall academic achievement of the student;~~
- 20
- 21 ~~5. The student's likelihood for success with more difficult material if promoted to the next~~
22 ~~grade;~~
- 23
- 24 ~~6. Attendance record; and~~
- 25
- 26 ~~7. Social and emotional maturity.~~
- 27
- 28 ~~8. Retention shall be considered more appropriate in grades K-3.~~

29 ~~Students may be identified for retention after the February 1st deadline if the delay in identifying a~~
30 ~~student is due to:~~

- 31 ~~1. Date of enrollment; or~~
- 32

~~2.— Additional information acquired after results of local assessment, screening, or monitoring are released.~~

~~When a student is **considered** for retention, the student’s parent/guardian shall be notified within fifteen (15) calendar days, and an individualized promotion plan shall be developed to help the student avoid retention. This plan shall be developed in coordination with the student’s teachers and may also include input from the student’s parent/guardian, school counselor, or other appropriate school personnel.~~

~~All promotion plans shall include evidence-based promotion strategies and shall be tailored to the student’s learning needs. Each promotion plan shall also include expectations and measurements that can be used to verify that a student has made sufficient progress to be promoted to the next grade level. Evidence-based promotion strategies may include:~~

- ~~1.— Special education services for students who qualify based on applicable state and federal guidelines;~~
- ~~2.— Response to Instruction and Intervention (RTI²) to address deficits in student learning;~~
- ~~3.— Modification and personalization of curriculum and instruction;~~
- ~~4.— Extended learning time beyond the regular school day or school week;~~
- ~~5.— Attendance support and interventions; or~~
- ~~6.— Individual or small group tutoring;~~

~~A copy of a student’s promotion plan shall be provided to his or her parent or legal guardian, and the school shall offer to parents or legal guardians the opportunity for a parent-teacher conference to discuss the promotion plan.~~

~~A student who demonstrates sufficient academic progress with the strategies included in his or her promotion plan during the school year shall be promoted to the next grade level.~~

~~If a student is not making progress on his or her promotion plan, then the promotion strategies shall be modified to support the student in the goal of promotion to the next grade level.~~

~~If a student has not demonstrated sufficient academic progress on his or her promotion plan by the end of the school year:~~

- ~~1.— The student shall be enrolled in a summer reading or learning program, if such a program is available. If a student is enrolled in a summer program, then a decision for retention shall be made after completion of a summer program; provided, a decision for retention shall be made and communicated to the student’s parent or guardian at least ten (10) calendar days prior to the start of the next school year; or~~
- ~~2.— If a summer reading or learning program is not available, then a decision for retention shall be made and communicated to the student’s parent or guardian at least thirty (30) calendar days prior to the start of the next school year.~~
- ~~3.— Parents and guardians shall be notified of their right to appeal a retention decision. Parents who disagree with the decision of the teacher(s) and Principal regarding the~~

~~promotion or retention of a student may appeal the decision to the Superintendent or his/her designee. The decision of the Superintendent shall be final.~~

~~The superintendent or his/her designee shall ensure that the procedures governing how decisions on retention will be made after the student begins work on his/her individualized promotion plan are followed.~~

~~*K-3 Reading Notification*~~

~~If it is determined through a student's overall performance or a state or local assessment that a student in grades kindergarten through three (K-3) is not meeting grade-level standards in reading, the student's parent/guardian shall be notified within fifteen (15) calendar days of such determination.~~

~~**RETENTION¹**~~

~~A student may be retained when, in the judgement of the student's teacher and/or the student's IEP team, such retention is in the best interest of the student. However, a student shall not be retained more than once in any grade.~~

~~If a retention decision has been made, then the school shall develop an individualized academic remediation plan for the retained student prior to the start of the next school year. The academic remediation plan shall be developed in coordination with the student's teachers and may also include input from the student's parents, school counselor, or other appropriate school personnel. A copy of the plan shall be provided to the student's parent/guardian within ten (10) days of its development. The academic remediation plan shall be implemented to help the retained student attain and demonstrate learning proficiency and shall include at least one of the following strategies:~~

- ~~1. Adjustment to the current instructional strategies or materials;~~
- ~~2. Additional instructional time;~~
- ~~3. Individual tutoring outside of school hours;~~
- ~~4. Modification to the student's classroom assignment to ensure the student receives instruction from a teacher with a level of overall effectiveness of above expectations (level 4) or significantly above expectations (level 5); or~~
- ~~5. Attendance or truancy interventions.~~

~~Retention shall not:~~

- ~~1. Be used without an academic remediation plan that includes strategies and enhancements that are different from the previous year;~~
- ~~2. Be used as a punitive or disciplinary measure;~~

~~3.— Be based solely on English language proficiency, for students who are identified as English learners; or~~

~~4.— Be based solely on a student’s social and emotional maturity.~~

~~The progress of a retained student shall be closely monitored and reported to parents a minimum of three (3) times during the school year in which the student is retained.~~

~~The superintendent or his/her designee shall keep an annual record of each student who is retained.~~

Beginning with the 2022-2023 school year, a student in the 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 “met expectations” or “exceeded expectations” on the ELA portion of the student’s most recent Tennessee Comprehensive Assessment Program (TCAP) test.

PROMOTION AND RETENTION

1. Promotion to the next grade level shall be based on the successful completion of required academic work or demonstration of satisfactory progress in each of the relevant academic areas.

2. Schools shall identify students who demonstrate difficulty in achieving the requirements for promotion to the next grade level and therefore may be at risk for retention by February 1. Schools shall notify the parent or guardian of any student who is identified as at risk for retention within fifteen (15) calendar days of identification.

3. Factors used to identify students who are at risk for retention shall, at a minimum, include:

(a) The student’s ability to perform at the expectations of the current grade-level standards;

(b) The results of local assessments, screening, or monitoring tools;

(c) State assessments, as applicable;

(d) Home Literacy Reports provided in accordance with T.C.A. § 49-1-905;

(e) The overall academic achievement of the student;

(f) The student’s likelihood of success with more difficult material if promoted to the next grade;

(g) The student’s attendance record; and

(h) The student’s maturity.

4. Schools shall develop and implement an individualized promotion plan for any student identified as at risk for retention to help the student avoid retention.

- 1 (a) The individualized promotion plan shall be developed in coordination with the student's
2 teachers, IEP or 504 team, if applicable, and may also include input from the student's
3 parents, school counselor, or other appropriate school personnel. All promotion plans
4 shall include evidence-based promotion strategies and shall be tailored to the student's
5 learning needs. Each promotion plan shall also include expectations and measurements
6 that can be used to verify that a student has made sufficient progress to be promoted to
7 the next grade level. Promotion plans for students in grades three (3) and four (4) shall
8 include the additional requirements for promotion set forth in paragraph 5 of this Policy.
- 9 (b) A copy of a student's promotion plan shall be provided to his or her parent or legal
10 guardian and the school shall offer to parents or legal guardians the opportunity for a
11 parent-teacher conference to discuss the promotion plan.
- 12 (c) If a student is not making progress on his or her promotion plan, then the promotion
13 strategies shall be modified to support the student in the goal of promotion to the next
14 grade level. A student who demonstrates sufficient academic progress with the strategies
15 included in his or her promotion plan during the school year shall be promoted to the next
16 grade level unless retention is required as set forth in paragraph 5 of this Policy.
- 17 (d) If a student has not demonstrated sufficient academic progress as defined in his or her
18 promotion plan by the end of the school year, the student shall be enrolled in a summer
19 reading or learning program if such program is available. For a student in grade three (3)
20 who is identified for retention in accordance with paragraph 5 of this Policy and attends
21 a summer reading or learning program, the program must be conducted in accordance
22 with T.C.A. § 49-6-3115 and § 49-6-1501, *et seq.*
- 23 (e) If the student was enrolled in a summer reading or learning program then a decision for
24 retention shall be made and communicated to the parent or legal guardian in writing at
25 least ten (10) calendar days prior to the start of the next school year, or, if the student was
26 not enrolled in a summer reading or learning program, a decision for retention shall be
27 made and communicated to the parent or legal guardian in writing at least thirty (30)
28 calendar days prior to the start of the next school year. The notification to the student's
29 parent or legal guardian of the retention decision shall be in writing and sent electronically
30 and shall include information regarding the parent or legal guardian's right to appeal the
31 retention decision in alignment with this Policy.
- 32 (f) Retention shall be considered only when it is in the best interests of the student, or if
33 retention is required by paragraph 5 for students in grades three (3) and four (4).
34 Retention decisions affecting a student receiving special education services shall be made
35 in consultation with the student's Individualized Education Program (IEP) team and in
36 accordance with the provisions of the IEP.
- 37 (g) If a retention decision has been made, then the school shall develop an individualized
38 academic remediation plan for the retained student within thirty (30) calendar days after
39 the beginning of the next school year. A copy of the academic remediation plan shall be
40 provided to the student's parent or guardian within ten (10) calendar days of development
41 of such plan.

- 1 1. The academic remediation plan shall be developed in coordination with the
2 student's teachers, IEP or 504 team, if applicable, and may also include input from
3 the student's parents, school counselor, or other appropriate school personnel.
- 4 2. The academic remediation plan shall be implemented to help the retained student
5 attain and demonstrate learning proficiency and shall include at least one (1) of
6 the following strategies:
 - 7 (i) Adjustment to the current instructional strategies or materials;
 - 8 (ii) Additional instructional time;
 - 9 (iii) Individual tutoring;
 - 10 (iv) Modification to the student's classroom assignment to ensure the student
11 receives instruction from a teacher with a level of overall effectiveness of
12 above expectations (level 4) or significantly above expectations (level 5);
13 or
 - 14 (v) Attendance or truancy interventions.
- 15 (h) A student shall not be retained more than one (1) time in any given grade level.
- 16 (i) Retention shall not:
 - 17 1. Be used without an academic remediation plan;
 - 18 2. Be used as a punitive or disciplinary measure;
 - 19 3. Be based solely on English language proficiency, for students who are identified
20 as English learners;
 - 21 4. Be based solely on the student's disability or suspected disability; or
 - 22 5. Be based solely on a student's maturity.
- 23 (j) The progress of a retained student shall be closely monitored and reported to the student's
24 parent or legal guardian a minimum of three (3) times during the school year in which the
25 student is retained.
- 26 5. A student in grade three (3) shall not be promoted to the next grade level unless the student is
27 determined to be proficient in English language arts (ELA) based on the student's achieving a
28 performance level rating of "met expectations" or "exceeded expectations" on the ELA portion of the
29 student's most recent Tennessee Comprehensive Assessment Program (TCAP) test.
 - 30 (a) Exceptions:
 - 31 1. A student in grade three (3) who is not proficient in ELA, as determined by the
32 student's achieving a performance level rating of "approaching expectations" on

1 the ELA portion of the student's most recent TCAP test, may be promoted to the
2 fourth (4th) grade if:

3 (i) The student is an English language learner and has received less than two
4 (2) full school years of ELA instruction;

5 (ii) The student was previously retained in any of the grades kindergarten
6 through three (K-3);

7 (iii) The student is retested in accordance with department guidelines before
8 the beginning of the next school year and scores proficient in ELA;

9 (iv) The student attends a learning loss bridge camp before the beginning of
10 the upcoming school year, maintains a ninety percent (90%) attendance
11 rate at the camp, and the student's performance on the post-test
12 administered to the student at the end of the learning loss bridge camp, as
13 required under T.C.A. § 49-6-1502(4)(F), demonstrates adequate growth,
14 as defined in the State Board's Promotion and Retention Policy 3.300; or

15 (v) The student receives high-dosage, low-ratio tutoring for the entirety of the
16 upcoming school year from a Tennessee accelerating literacy and learning
17 corps (TALLC) tutor. For the purposes of this Policy, "high-dosage, low-
18 ratio tutoring" means a minimum of two (2) thirty (30) minutes sessions
19 per week with a one to three (1:3) teacher to student ratio. TALLC high-
20 dosage, low-ratio tutoring may be provided through the following options,
21 in accordance with T.C.A. § 49-6-1507:

22 a. A tutor recruited and trained through the Department's TN ALL
23 Corps grant program.

24 b. A district recruited tutor who has completed the TN ALL Corps
25 training.

26 2. A student in grade (3) who is not proficient in ELA, as determined by the student's
27 achieving a performance level rating of "below expectations" on the ELA portion
28 of the student's most recent TCAP test, may be promoted to the fourth (4th) grade
29 if:

30 (i) The student is an English language learner and has received less than two
31 (2) years of ELA instruction;

32 (ii) The student was previously retained in any of the grades kindergarten
33 through three (K-3);

34 (iii) The student retested in accordance with department guidelines before the
35 beginning of the next school year and scores proficient in ELA; or

- 1 (iv) The student attends a learning loss bridge camp before the beginning of
2 the upcoming school year and maintains a ninety (90%) percent
3 attendance rate at the camp, and receives high-dosage, low-ratio tutoring
4 for the entirety of the upcoming school year from a Tennessee accelerating
5 literacy and learning corps (TALLC) tutor. For the purposes of this policy,
6 “high-dosage, low-ratio tutoring” means a minimum of two (2) thirty (30)
7 minute sessions per week with a one to three (1:3) teacher to student ratio.
8 TALLC high-dosage, low-ratio tutoring may be provided through the
9 following options:
- 10 a. A tutor recruited and trained through the department TN ALL
11 Corps grant program.
- 12 b. District recruited tutor who has completed the department’s TN
13 ALL Corps training.
- 14 (b) A student who is promoted to the fourth grade pursuant to subdivision 5. (a) 1.(iv) or 5.(a)
15 2.(iv) must show adequate growth on the fourth (4th) grade ELA portion of the TCAP test
16 as further defined in the Tennessee State Board of Education’s Promotion and Retention
17 Policy 3.300 before the student may be promoted to the fifth (5th) grade.
- 18 (c) Notwithstanding paragraph (b) above, a student shall not be retained in the fourth (4th)
19 grade more than once.
- 20 (d) The requirements set forth in paragraph 5 (a)-(d) do not supersede GMSD’s obligation to
21 comply with the Individuals with Disabilities Act (20 U.S.C. § 1400, *et seq.*) or Section
22 504 of the Rehabilitation Act (29 U.S.C. § 794).
- 23 (e) A decision to retain a student for any reason, other than those set forth in paragraphs 1-5
24 (b) of this Policy may be appealed to GMSD’s Assistant Superintendent of Teaching,
25 Learning and Assessment. The GMSD Assistant Superintendent of Teaching, Learning
26 and Assessment may overturn the decision to retain for good cause shown, and due to
27 extenuating circumstances, as is determined in the discretion of the GMSD Assistant
28 Superintendent of Teaching, Learning and Assessment. The decision of the GMSD
29 Assistant Superintendent of Teaching, Learning and Assessment shall be final. No
30 retention decision based upon paragraphs 1-5 (b) of this Policy may be appealed to
31 GMSD’s Assistant Superintendent of Teaching, Learning and Assessment or to GMSD.
- 32 (f) Parents or legal guardians of a student who is identified for retention in third grade
33 pursuant to Paragraph 5(a) of this Policy may appeal the retention decision to the
34 Tennessee Department of Education on forms provided on the Tennessee Department of
35 Education website.

Legal References

State Board of Education Policy 3.300
State Board of Education Rule [TBR/MS-520-01-03-05\(3\)\(b\)](#)
T.C.A. § 49-6-3115
[20 USCA § 1400, et seq.](#)

Cross References

[Credit Recovery 4.210](#)
[Grading System 4.600](#)
[Attendance 6.200](#)
[Student Assignments 6.205](#)

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Employee Use of the Internet	Descriptor Code: 4.406.1	Issued Date: 08/**/22
		Rescinds:	Issued: 04/19/21

1 GENERAL RULES AND ETHICS OF INTERNET ACCESS

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

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

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

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

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

25 EMAIL ACCOUNTS

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

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

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

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

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

9 **INTERNET CODE OF ETHICS**

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

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

31 **SOCIAL NETWORKING**

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

1 APPROPRIATE INSTRUCTION AND OVERSIGHT OF STUDENT INTERNET USE

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

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

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

13 The GMSD Deputy Superintendent, Chief of Operations/designee shall take commercially reasonable
14 steps to select technology for GMSD's computers having internet access that will, to the extent possible,
15 filter, block, or otherwise prevent access to pornography or obscenity through online resources, and
16 prohibit, and, to the extent possible, prevent a user from sending, receiving, viewing, or downloading
17 materials that are deemed to be harmful to minors as defined in T.C.A. § 39-17-901.

18 PROVIDERS

19 All providers of digital or online resources with which GMSD contracts for the provision of digital or
20 online materials created and marketed for kindergarten through grade 12 shall:

- 21 a) Verify that the digital or online materials do not violate T.C.A. § 39-17-902;
- 22 b) Take commercially reasonable steps to filter, block or otherwise prevent access to pornography
23 or obscenity through one's use of the digital or online materials;
- 24 c) Verify, in writing, that it has taken commercially reasonable steps to ensure that the provider's
25 technology will prevent a user from sending, receiving, viewing, or downloading materials that
26 are harmful to minors, as defined in T.C.A. § 39-17-901; and
- 27 d) Remove, upon GMSD's request, GMSD's access to digital or online materials for ages or
28 audiences for which GMSD has determined the material to be age- or audience-inappropriate. A
29 provider must remove GMSD's access to digital or online materials that GMSD has determined
30 not to be age- or audience- appropriate within one (1) business day of the provider's receipt of
31 GMSD's request, unless the deadline for removal is extended by mutual consent of GMSD and
32 the provider.

33 If a GMSD student, the parent/guardian of a GMSD student, or a GMSD employee believes that a
34 provider has not satisfied the aforementioned requirements, a GMSD student, the parent/guardian of a
35 GMSD student. or a GMSD employee may file a complaint with the GMSD Deputy Superintendent,

1 Chief of Operations/designee specifically stating the alleged violation of the aforementioned
2 requirements. The GMSD Deputy Superintendent, Chief of Operations/designee shall review each
3 allegation of failure to fulfill the aforementioned requirements and shall advise the GMSD student, the
4 parent/guardian of a GMSD student, or GMSD employee of whether he/she believes that action should
5 be taken as it relates to the provider.

6 This policy provision pertains to all contracts entered into with providers after July 1, 2022.

7 VIOLATIONS

8 Violations of this policy or a related procedure shall be handled in accordance with the existing
9 disciplinary procedures of this District.

Legal References

T.C.A. § 10-7-512
T.C.A. § 39-14-602
T.C.A. § 49-1-221
47 CFR § 54.520(c)(1)(i)
47 USCA § 254 (h)(5)(A) – (C), 254(l)
~~20 USCA § 7131~~

Cross References

Use of Email 1.805
School and System Websites 4.407
Controversial Materials 4.801
Student Publications 6.704

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Student Use of the Internet	Descriptor Code: 4.406.2	Issued Date: 08/**/22
		Rescinds:	Issued: 04/19/21

1 GENERAL RULES AND ETHICS OF INTERNET ACCESS

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

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

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

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

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

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

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

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

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

11 **INTERNET SAFETY MEASURES**

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

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

21 The GMSD Deputy Superintendent, Chief of Operations/designee shall take commercially reasonable
22 steps to select technology for GMSD's computers having internet access that will, to the extent possible,
23 filter, block, or otherwise prevent access to pornography or obscenity through online resources, and
24 prohibit, and, to the extent possible, prevent a user from sending, receiving, viewing, or downloading
25 materials that are deemed to be harmful to minors as defined in T.C.A. § 39-17-901.

26 **PROVIDERS**

27 All providers of digital or online resources with which GMSD contracts for the provision of digital or
28 online materials created and marketed for kindergarten through grade 12 shall:

- 29 a) Verify that the digital or online materials do not violate T.C.A. § 39-17-902;
30 b) Take commercially reasonable steps to filter, block or otherwise prevent access to pornography
31 or obscenity through one's use of the digital or online materials;
32 c) Verify, in writing, that it has taken commercially reasonable steps to ensure that the provider's
33 technology will prevent a user from sending, receiving, viewing, or downloading materials that
34 are harmful to minors, as defined in T.C.A. § 39-17-901; and
35

d) Remove, upon GMSD's request, GMSD's access to digital or online materials for ages or audiences for which GMSD has determined the material to be age- or audience-inappropriate. A provider must remove GMSD's access to digital or online materials that GMSD has determined not to be age- or audience- appropriate within one (1) business day of the provider's receipt of GMSD's request, unless the deadline for removal is extended by mutual consent of GMSD and the provider.

If a GMSD student, the parent/guardian of a GMSD student, or a GMSD employee believes that a provider has not satisfied the aforementioned requirements, the GMSD student, the parent/guardian of a GMSD student, or a GMSD employee may file a complaint with the GMSD Deputy Superintendent, Chief of Operations/designee specifically stating the alleged violation of the aforementioned requirements. The GMSD Deputy Superintendent, Chief of Operations/designee shall review each allegation of failure to fulfill the aforementioned requirements and shall advise the GMSD student, the parent/guardian of a GMSD student, or GMSD employee of whether he/she believes that action should be taken as it relates to the provider.

This policy provision pertains to all contracts entered into with providers after July 1, 2022.

EMAIL

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

INTERNET SAFETY INSTRUCTION

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

VIOLATIONS

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

Legal References

T.C.A. § 10-7-512
 T.C.A. § 39-14-602
 T.C.A. § 49-1-221
 47 CFR § 4.520(c)(1)(i)
 47 USCA § 254 (h)(5)(A) – (C), 254(l)
~~20 USCA § 7131~~

Cross-References

Use of Email 1.805
 School and System Websites 4.407
 Controversial Materials 4.801
 Student Publications 6.704

Germantown Municipal School District

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 08/**/22 08/24/21
		Rescinds: 5.200	Issued: 03/19/18

1 **SUSPENSION PENDING AN INVESTIGATION[†]**

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 teacher with pay. If
7 vindicated or reinstated, the teacher shall be paid full salary for the period of suspension.

8 **SUSPENSION OF THREE DAYS OR LESS²⁻³**

9 A Superintendent may suspend a teacher for incompetence, inefficiency, neglect of duty, unprofessional
10 conduct and insubordination. **Teachers shall not be entitled to a hearing before the Board if the**
11 **suspension is for a period of three (3) days or less and that is not made in anticipation of dismissal.**
12 Before an employee is suspended he/she shall be: (1) provided with written notice, including the reasons
13 for the suspension along with an explanation of the evidence; (2) given an opportunity to respond to the
14 Superintendent at conference, if requested within five (5) days **from the date of the suspension letter or**
15 **the date it was received, whichever is later;** and (3) given a written decision of the suspension within ten
16 (10) days **from the date of the conference.** **The Superintendent may not impose any additional**
17 **punishment beyond that stated in the notice of suspension.** Both parties may be represented by counsel
18 at the conference, which shall be recorded.
19 Under no circumstances shall a Superintendent suspend a teacher with pay.

20 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS⁴**

21 The Board shall maintain a list of qualified individuals who have indicated a willingness to act as
22 impartial hearing officers as defined under Tennessee law.

23 If, in the opinion of the Board, the charges are of such nature as to warrant the release or a suspension
24 greater than three days of teacher, the Superintendent shall give the teacher a written notice of this
25 decision, a copy of the charges against the teacher, and a copy of a form provided by the
26 Commissioner of Education advising the teacher of his/her legal duties, rights, and recourse.

27 A tenured teacher who has been given notice of charges against him/her may within thirty (30) after
28 receipt of notice give written notice to the Superintendent of his/her request for a hearing.

1 The Superintendent shall, within five (5) days after receipt of request, assign a hearing officer from the
2 list maintained by the board.

3 The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the
4 parties or the attorneys for the parties, or both, to appear before the hearing officer for simplification of
5 issues and the scheduling of the hearing. That hearing shall be set no later than thirty (30) days following
6 the receipt of the initial request for a hearing. In the discretion of the hearing officer, all or part of any
7 prehearing conference may be conducted by telephone, if each participant has an opportunity to
8 participate, be heard, and the address proof and evidentiary concerns. The hearing officer is empowered
9 to issue appropriate orders and to regulate the conduct of the proceedings.

10 Either party may appeal to the Board of Education an adverse ruling by giving written notice of appeal
11 within ten (10) working days of the hearing officer's delivery of the hearing officer's written findings
12 and conclusions. The Superintendent shall prepare a copy of the proceedings, including all transcripts
13 and evidence, documentary or otherwise, and transmit the same to the Board within twenty (20) days of
14 the receipt of the notice of appeal.

15 The Board shall hear the appeal on the record, and no new evidence may be submitted by either party.
16 The appealing party may appear before the Board to argue why the adverse ruling should be over-turned.
17 In no event should such argument last more than fifteen (15) minutes, unless the Board should vote to
18 extend additional time. At the conclusion of the hearing, any member of the Board may vote to sustain
19 the decision of the Hearing officer, send the record back for additional evidence, revise the penalty or
20 reverse the decision. The Board shall render its decision within ten (10) working days after the
21 conclusion of the hearing. In the event that the decision of the Board is appealed to the Chancery Court
22 in Shelby County, Tennessee, the Board shall transmit the entire record prepared by the Superintendent
23 and reviewed by the Board to the Chancery Court in Shelby County, Tennessee for its review.

24 RESIGNATION

25 A teacher shall give the Superintendent notice of resignation at least thirty (30) days before the
26 effective date of the resignation. A teacher, who fails to give such notice, in the absence of justifiable
27 extenuating circumstances, shall forfeit all tenure status. The Board hereby delegates to the
28 Superintendent its authority to may waive the thirty (30) days' notice requirement and permit a teacher
29 to resign in good standing.⁵ The conditions under which it is permissible to break a contract with the
30 Board are as follows:

- 31
- 32 1. The incapacity on the part of the teacher to perform the contract as evidenced by the
33 certified statement of a physician approved by the Board;
 - 34 2. The drafting of the teacher into Military Service by a Selective Service Board; OR
 - 35 3. The release by the Board of the teacher from the contract which the teacher has entered into
36 with the Board.

37 Any teacher on leave shall notify the Superintendent in writing at least thirty (30) days prior to the date
38 of return if the teacher does not intend to return to the position from which he/she has taken leave.
39 Failure to render such notice may be considered a breach of contract.⁷

1 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
 2 the State Board of Education and request the suspension of a teacher's certificate. After the State
 3 Board of Education has provided the teacher an opportunity for defense during a hearing, the State
 4 Board of Education may suspend the certificate for no less than thirty (30) and no more than three
 5 hundred sixty-five (365) days.⁸

6 RETIREMENT

7 ~~Retirement shall mean a termination of services under conditions which will allow the employee to~~
 8 ~~draw benefits from retirement plans and/or social security benefits.~~ Employees eligible for retirement
 9 benefits may elect to retire at any age according to the provisions of the retirement system.

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

13 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year
 14 without loss of retirement benefits. ~~Retired teachers may substitute one hundred twenty (120) days per~~
 15 ~~year without loss of retirement benefits and may substitute for additional days if the Director of Schools~~
 16 ~~certifies in writing to the division of retirement that no other qualified personnel are available to~~
 17 ~~substitute teach.~~⁹

18 ~~The Superintendent may employ teachers retired for at least one year for full-time employment as a~~
 19 ~~kindergarten through twelfth teacher on a year-to-year basis. Retirement benefits will not be lost or~~
 20 ~~suspended under certain conditions, which include but are not limited to the following:~~¹⁰

21 ~~1.—The Superintendent of the employing system must certify in writing to TCRS, that no other~~
 22 ~~qualified individuals are available to fill the position;~~

23 ~~2.—The Commissioner of Education must certify that the employing school system serves an area~~
 24 ~~that lacks qualified teachers to serve in the position to be filled;~~

25 ~~3.—The retired teacher must hold a valid license and shall not be entitled to tenure status;~~

26 ~~4.—The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or~~
 27 ~~receive medical insurance coverage; and~~

28 ~~5.—The salary paid to the retired member shall not be less than the rate of compensation set by the~~
 29 ~~Board for teachers with no experience filling similar positions, nor more than eighty-five~~
 30 ~~percent (85%) of the rate of compensation set by the Board for teachers with comparable~~
 31 ~~training and years of experience filling similar positions~~

32 REPORTING

33 It is the responsibility of the Superintendent to report to the **Tennessee** State Board of Education licensed
 34 educators and individuals teaching on a temporary permit who have been suspended or dismissed, or
 35 who have resigned, following allegations of misconduct, including sexual misconduct; provided that the
 36 misconduct and/or sexual misconduct was of such a nature that if substantiated, would warrant

1 consideration for license suspension, revocation, or formal reprimand by the State Board of Education.
 2 The report shall be submitted within **thirty** (30) of the suspension, dismissal, or resignation. The
 3 Superintendent shall also report to the State Board of Education, licensed educators and individuals
 4 teaching on a temporary permit who have received felony convictions and convictions for any offense
 5 listed in State law, State Board Rules or Policies as constituting grounds for automatic license revocation
 6 or automatic permanent revocation. The report shall be submitted within 30 days of receiving knowledge
 7 of the conviction. **H**

8

9

10

11

Legal References

- T.C.A. § 8-36-805
- T.C.A. § 8-36-821
- T.C.A. § 49-2-301 **(b)(1)(EE)**
- T.C.A. § 49-5-411 **(b)**
- ~~T.C.A. § 49-5-417(e)~~
- T.C.A. § 49-5-508 **(a)**
- ~~T.C.A. § 49-5-508(e)~~
- ~~T.C.A. § 49-5-511(a)(2)~~
- T.C.A. § 49-5-511 **(a)(3)**
- ~~T.C.A. § 49-5-511-513~~
- T.C.A. § 49-5-512 **(d)**
- ~~T.C.A. § 49-5-513~~
- T.C.A. § 49-5-706
- ~~Public Acts of 2021, Chapter No. 211~~
- ~~Public Acts of 2021, Chapter No. 493~~
- ~~TRR/MS 0520 02 03 -09(2)~~

Cross-References

~~Recommendations and File Transfers 5.203~~

12

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Separation Practices for Non-Tenured Teachers	Descriptor Code: 5.201	Issued Date: 08/**/22 07/27/21
		Rescinds: 5.201	Issued: 03/19/18

1 **SUSPENSION PENDING AN INVESTIGATION¹**

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 LESS²**

10 A Superintendent/~~designee~~ may suspend a teacher for incompetence, inefficiency, neglect of duty,
11 unprofessional conduct and insubordination. **Teachers shall not be entitled to a hearing before the Board
12 if the suspension is for a period of three (3) days or less and that is not made in anticipation of dismissal.**
13 Before an employee is suspended he/she shall be: (1) provided with written notice, including the reasons
14 for the suspension along with an explanation of the evidence; (2) given an opportunity to respond to the
15 **Superintendent** ~~director~~ at a recorded conference, if requested within five (5) days **from the date of the
16 suspension letter or the date it was received, whichever is later;** and (3) given a written decision of the
17 suspension within ten (10) days **from the date of the conference.** **The Superintendent may not impose
18 any additional punishment beyond that stated in the notice of suspension.** Both parties may be
19 represented by counsel at the conference, which shall be recorded.

20 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²**

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

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

26 The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will

1 hear the case and the employee shall have the right to:

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

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

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

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

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

23 Within twenty (20) days after receipt of notice of the decision of the Board, either party may appeal to
24 the Chancery Court in Shelby County, Tennessee. ~~the county where the school system is located.~~ The
25 Board shall provide the entire record of the hearing to the court.

26 **NONRENEWAL**

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

30 ~~The Principal is responsible for discussing deficiencies as part of the evaluation process with the non-~~
31 ~~tenured teacher and providing assistance for overcoming these deficiencies.~~

1 The Superintendent is under no obligation to re-employ non-tenured teachers at the end of their contract
2 period. If the Superintendent determines not to renew the contract of a non-tenured teacher:¹ ~~the~~
3 ~~following action shall be taken:~~

- 4 1. The Board shall be notified at the next regular Board Meeting; and
- 5 2. Written notice of non-renewal shall be sent to the teacher within five (5) business days
6 following the last instructional day for the school year.² “Last instructional day” means the
7 last day of the school year on which students are required to report to school. **If a non-renewal**
8 **is due only to a loss of funding for the teacher’s position, the Superintendent shall state in the**
9 **notice that the only reason for non-renewing the teacher is loss of funding for the position.**
10 Written notice shall be sent by the Superintendent to the teacher by certified mail or overnight
11 carrier to the teacher’s physical mailing address on record with GMSD or transmitted via
12 electronic mail to the email address used by GMSD to communicate with the teacher.³

13 RESIGNATION

14 A teacher shall give the Superintendent notice of resignation at least thirty (30) days before the effective
15 date of the resignation.⁴ The Board **hereby delegates to the Superintendent its authority to** ~~may~~ waive the
16 thirty (30) days⁵ notice requirement and 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:⁶

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

23 Any teacher on leave shall notify the Superintendent in writing at least thirty (30) days prior to the date
24 of return if the teacher does not intend to return to the position from which he/she has taken leave. Failure
25 to render such notice may be considered a breach of contract.⁶

26 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
27 the State Board of Education and request the suspension of a teacher's certificate. After the State Board
28 of Education has provided the teacher an opportunity for defense during a hearing, the State Board of
29 Education may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-
30 five (365) days.⁷

31

1 RETIREMENT

2 ~~Retirement shall mean a termination of services under conditions which will allow the employee to draw~~
3 ~~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.⁸

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.⁸~~

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:⁹~~

- 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 leave~~
23 ~~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 five~~
26 ~~percent (85%) of the rate of compensation set by Board for teachers with comparable training~~
27 ~~and years of experience filling similar positions.~~

28 REPORTING

29 The Superintendent is required to inform the Tennessee State Board of Education ~~Office of Educator~~
30 ~~Licensing of licensed educators or educators~~ who have a temporary teaching permit who have been
31 suspended or dismissed, who have resigned, following allegations of conduct, including sexual
32 misconduct, which, if substantiated, would warrant consideration for license suspension, revocation, or

1 formal reprimand or who have been convicted of a felony. The report shall be submitted within thirty
2 (30) days of the suspension, dismissal, or resignation or of receiving knowledge of the felony
3 conviction.¹⁰

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

Legal References

T.C.A. § 8-36-805
T.C.A. § 8-36-821
T.C.A. § 49-2-301 (b)(1)(EE)
T.C.A. § 49-5-409
T.C.A. § 49-5-411 (a)
T.C.A. § 49-5-508
T.C.A. § 49-5-511 (a)(3)
T.C.A. § 49-5-512
T.C.A. § 49-5-706
T.C.A. § 49-5-411(b)
TRR/MS 0520-02-03-09(2)
Public Acts of 2021, Chapter No. 211
Public Acts of 2021, Chapter No. 378
Public Acts of 2021, Chapter No. 493

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

THIS POLICY IS BEING RESCINDED

Germantown Municipal School District			
Monitoring: Review: Annually	Descriptor Term: Personal and Professional Leave	Descriptor Code: 5.303	Issued Date: 08/**/22
		Rescinds: 5.303	Issued: 03/23/15

1 ~~Certificated staff will be allowed personal and professional leave earned at a rate of one (1) day for each~~
2 ~~one half (1/2) year employed. There will be a maximum of two (2) days in advance of actually earning~~
3 ~~the leave. This leave may be requested on a one half day basis.¹~~

4 ~~Classified staff will be allowed personal leave earned at a one (1) day per year rate. There will be a~~
5 ~~maximum of one (1) day in advance of actually earning the leave. This leave may be requested on a one-~~
6 ~~half day basis. Beginning with the 2015—2016 school year, each classified staff member with 10 years~~
7 ~~of continuous service will earn an additional personal day.~~

8 ~~If, at the termination of services, any employee has been absent for more days than leave has been earned,~~
9 ~~an amount sufficient to cover the excess days used shall be deducted from the employee's final salary~~
10 ~~payment.~~

11 ~~Leave forms must be completed 5 working days in advance and need to be presented to the building~~
12 ~~level Principal for approval. Personal leave days for certified and classified staff that are not used during~~
13 ~~the current school year will automatically be converted to sick leave for the following school year.~~
14 ~~Personal leave day requests are at the discretion of the employee except for the following conditions at~~
15 ~~which time the Superintendent, or his designee, must grant approval:²~~

- 16 ~~• For Teachers: if more than 10% of the teachers in the school request the use of personal~~
17 ~~leave on the same day;~~
- 18 ~~• For Classified Staff: if more than 10% of the classified staff in the school request the use~~
19 ~~of personal leave on the same day;~~
- 20 ~~• If personal leave is requested during any prior established student examination period;~~
- 21 ~~• If personal leave is requested on the day immediately preceding or following a holiday or~~
22 ~~vacation period;~~
- 23 ~~• If personal leave is requested for days scheduled for professional development or in-~~
24 ~~service training, according to a school calendar adopted by the local board of education~~
25 ~~prior to the commencement of the school year, or if personal leave is requested for days~~
26 ~~scheduled for parent—teacher conferences, according to a school calendar adopted by the~~
27 ~~local board of education prior to the commencement of the school year.~~

Legal References

TCA 49-5-711(a);
TCA 49-5-711(e)(1)
TRR/MS 0520-01-02-.04(3)

RESCIND

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Vacations, Personal/Professional Days, Holidays	Descriptor Code: 5.310	Issued Date: 08/**/22 06/07/22
		Rescinds: 5.310	Issued: 06/11/15

1 ~~Vacations and Holidays will be granted to regular, full-time employees subject to the following~~
2 ~~provisions:~~

3 ~~A. General Provisions~~

4 **A. Personal/Professional Days**

5 ~~1. Temporary and part-time employees are not eligible for vacation.~~

6 ~~2. Eligible full-time new employees will begin accruing vacation upon the first (1) month of~~
7 ~~employment.~~

8 1. Full-time ten (10) month classified employees will receive two (2) days per year to be used
9 for personal/professional leave **business** in addition to earned sick leave. After ten (10) years
10 of continuous service, classified employees will earn an additional personal/professional day.
11 Any personal/professional days unused by June 30 will be converted to sick days.

12 2. Full-time certified employees will receive three (3) days per year in addition to earned sick
13 leave to be used for personal/professional business. Any personal/professional days unused
14 by June 30 will be converted to sick leave days.

15 3. Personal/professional days may be advanced. Upon termination of the employment of an
16 employee, before the personal/professional leave days are earned or at the end of the school
17 year, there shall be deducted from the final paycheck of the employee an amount based on
18 the employee's daily rate of pay sufficient to cover the excess personal/professional leave
19 days used by the employee; if the final paycheck is insufficient for this purpose, the employee
20 shall be liable for reimbursement to GMSD for any amount in excess of the employee's final
21 paycheck.
22

23 4. Personal/professional day requests must be submitted to the school Principal, if the employee
24 is a school-based employee, or to the Superintendent/designee, if the employee is a Central
25 Office-based employee.

26 5. Personal/professional leave is intended to be used for personal/professional reasons. Subject
27 to the following conditions, it can be taken at the discretion of an employee, who shall not be
28 required to give reasons for the use of any personal/professional leave. The approval of the
29 Superintendent/designee shall be required under the following conditions:

- a. If more than ten percent (10%) of the teachers in any given school request its use on the same day; provided, that on making this calculation, any major fraction shall be considered as one (1); and in schools of five (5) teachers or less, one (1) teacher may take personal/professional leave at the teacher’s discretion;
 - b. If personal/professional leave is requested during any prior established student examination period;
 - c. If personal/professional leave is requested on the day immediately preceding or following a holiday or vacation period;
 - d. If personal/professional leave is requested for days scheduled for professional development or in-service training, according to a school calendar adopted by the GMSD Board of Education prior to the commencement of the school year; or
 - e. If personal/professional leave is requested for days scheduled for parent-teacher conferences, according to the school calendar adopted by the GMSD Board of Education prior to the commencement of the school year.
6. Except in an emergency, the employee shall give at least one (1) day’s notice of intent to take personal/professional leave.

B. Vacation Days

I. Twelve (12) Month Employees

- 1. Temporary and part-time employees are not eligible for vacation.
- 2. Eligible full-time new employees will begin accruing vacation upon the first (1) month of employment.
- 3. Any full-time twelve (12) month employee who is employed by the Municipal School district will be granted vacation based on the following schedule:

Length of Service	Vacation Accrued	Days earned on Semi-Monthly Basis
Less than One (1) year, but no more than five (5) years	0.42
<i>(Maximum of 10 days per year)</i>		
Five (5) years, but less than ten (10) years	0.50
<i>(Maximum of 12 days per year)</i>		
Ten (10) years, but less than fifteen (15) years	0.63
<i>(Maximum of 15 days per year)</i>		
Fifteen years or more	0.84
<i>(Maximum of 20 days per year)</i>		

- 1 4. The accrual rates are based on the length of service and become effective on the anniversary
2 of the employee’s date of hire, provided he/she has been in continuous service.

- 3 5. Vacation shall be accrued semi-monthly; however, those days shall be advanced twice per
4 school year. Upon termination of the employment of an employee before the vacation days
5 are earned or at the end of the school year, there shall be deducted from the final paycheck
6 of the employee an amount based on the employee’s daily rate of pay sufficient to cover the
7 excess vacation leave days used by the employee; if the final paycheck is insufficient for this
8 purpose, the employee shall be liable for reimbursement to GMSD for any amount in excess
9 of the employee’s final paycheck.

- 10 6. Employees shall only accrue a maximum of twenty-five (25) days of vacation leave. Any
11 vacation days accrued in excess of twenty-five (25) as of June 30 each fiscal year shall be
12 transferred to the employee’s sick leave account.

- 13 7. An employee who leaves the employment of GMSD shall be paid for up to twenty-five (25)
14 vacation days. Any vacation days in excess of 25 that are accrued as of the employee’s last
15 day of employment shall be transferred to the employee’s sick leave account. Any days
16 advanced are not considered earned and shall not be paid out. Any advanced days used
17 before being accrued shall be deducted on the employee’s final paycheck. Payment or
18 collection for accrued or advanced vacation shall be at the employee’s current rate of pay.

- 19 8. Vacation leave is accrued while an employee is in paid status but does not accrue while an
20 employee is in an unpaid status.

21 II. Full-time Classified Employees Working Less Than 12 Months

22 Ten (10) vacation days are built into the employee’s work calendar, so as to reduce number of
23 unpaid days throughout the school year. These days are not paid out if the employee resigns.

24 III. Full-time certified employees working less than twelve (12) months

25 1. Employees shall earn 1 vacation day for every 20 days worked and those days are distributed
26 throughout the employee’s work calendar. These days are not paid out if the employee
27 resigns.
28

29 C. Holidays

30 I. Twelve (12) Month Employees

- 31 1. Holidays are not paid to employees who are in an unpaid status.

- 32 2. GMSD holidays that fall within an employee’s vacation leave shall not be counted as
33 vacation days. Full-time, twelve-month employees will be paid for thirteen (13) paid
34 holidays that will be determined annually and reflected on the payroll calendar and paid
 during the corresponding payroll period.

1 3. To the extent possible, employees shall receive prior approval from the employee's
2 immediate supervisor before taking vacation. Employees should schedule their vacations
3 such a way that the operational procedures are not interrupted.

4 ~~C~~ II. Full-time Classified Employees Working Less Than Twelve (12) Months

5 1. Schedule – Ten (10) paid holidays will be determined annually and reflected on the payroll
6 calendar and paid during the corresponding payroll period. ~~Ten (10) vacation days are built~~
7 ~~into the employee's work calendar, so as to reduce number of unpaid days throughout the~~
8 ~~school year. These days are not paid out if the employee resigns.~~

9 2. The employee must be in paid status the day before and after a paid holiday in order to be
10 paid for the holiday.

11 ~~D~~ Full time certified employees working less than twelve (12) months

12 ~~2. Employees shall earn 1 vacation day for every 20 days worked and those days are~~
13 ~~distributed throughout the employee's work calendar. These days are not paid out if the~~
14 ~~employee resigns.~~

Legal References

T.C.A. 49-5-711

THIS POLICY IS BEING RESCINDED

Germantown Municipal School District			
Monitoring: Review: Annually	Descriptor Term: Employment of Substitutes	Descriptor Code: 5.701	Issued Date: 08/**/22
		Rescinds: 5.701	Issued: 04/07/14

1 The Board of Education recognizes the need to procure the services of substitutes in order to continue
 2 the operation of the schools as a result of the absence of regular personnel.^{1,2} Substitutes will be
 3 selected from a list approved by the Human Resource Department and shall comply with T.C.A. 49-5-
 4 413 in regard to background investigation and criminal history records checks.³ A substitute can work
 5 for a regular teacher on leave an authorized period not exceeding twenty (20) days consecutive
 6 teaching days if they are not degreed and/or certified.⁴ No person can work as a substitute if they have
 7 had a State Department of Education teaching license that is in revoked status.

8 The Superintendent shall employ substitutes for assignment as services are required to replace
 9 temporarily absent regular staff members or to replace those teachers on leave authorized by TCA 49-
 10 5-701, 49-5-710, or 49-5-711. Such assignment of substitutes may be terminated when their services
 11 are no longer required.

12 Positions vacated for 20 days or more shall be filled with an interim teacher as the teacher is on leave.
 13 This person must be licensed and hold the appropriate endorsement for the assignment or must be a
 14 retired teacher and have held the appropriate endorsement.

Legal References

- TRR/MS 0520-1-2-.04(6)
- TCA § 49-5-709
- TCA § 49-5-413(a)(2)
- TCA § 49-3-312
- TRR/MS 0520-01-02-.04(6)(b)
- TCA § 49-2-203(a)(15)

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Attendance and Truancy	Descriptor Code: 6.200	Issued Date: 08/**/22 10/26/21
		Rescinds: 6.200	Issued: 08/24/21

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:⁴

- 5 1. All accounting and reporting procedures and their dissemination;
- 6
- 7 2. Alternative program options for students who severely fail to meet minimum attendance
8 requirements;
- 9
- 10 3. Ensuring that all school age students attend school;
- 11
- 12 4. Providing documentation of enrollment status upon request for students applying for new
13 or reinstatement of driver's permit or license;
- 14
- 15 5. Notifying the Department of Safety whenever a student with a driver's permit or license
16 withdraws from school;⁵ and
- 17
- 18 6. Assisting the Board, under the direction of the Superintendent, with enforcement of the
19 compulsory attendance laws of the State, and to discharge other duties that are necessary
20 to effectuate enforcement of laws, this Policy, and any procedures related to absenteeism
21 and truancy.

22 The Principal shall be responsible for ensuring that:⁶

- 23 1. Attendance is checked and reported daily for each class;
- 24
- 25 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or
26 absent for the majority of the day;
- 27
- 28 3. All student absences are verified;
- 29
- 30 4. Written excuses are submitted for absences and tardiness;
- 31
- 32 5. System-wide procedures for accounting and reporting are followed.

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;

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

2
3 K. School sponsored activities; and

4
5 L. Students participating in an activity or program sponsored by 4-H.

6
7 **ABSENCES FOR NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITIES:**

8 School Principals may excuse a student from school attendance to participate in a non-school sponsored
9 extracurricular activity if the following conditions are met:

10 (a) The student provides documentation to the school as proof of the student's participation
11 in the non-school sponsored extracurricular activity; and

12 (b) The student's parent or guardian, prior to the extracurricular activity, submits to the
13 Principal a written request for the excused absence. The written request shall be
14 submitted no later than seven (7) business days prior to the student's absence and shall
15 include:

16 (i) The student's full name and personal identification number;

17 (ii) The student's grade;

18 (iii) The dates of student's absence;

19 (iv) The reason for the student's absence; and

20 (v) The signature of the student and the student's parent or guardian.

21 The Principal shall indicate in writing whether the absence is excused or unexcused.

22 The maximum number of days for which school Principals may excuse students for non-school
23 sponsored extracurricular activities is ten (10) per school year; provided that the Principal may limit the
24 number of days for which students may be excused based upon the student's grades or disciplinary
25 record.

26 All absences must be verified in writing by the parent within two (2) days of the student's return to
27 school.

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

29 Students who have more than five (5) unexcused absences have the opportunity to appeal to the Student
30 Services Supervisor. The decision of the Student Services Supervisor shall be final.

1 **POSTSECONDARY SCHOOL VISITS**

2 High School students participating in postsecondary school visits shall be counted as present, up to four
3 (4) school days; however, the student shall only be counted present the day of the postsecondary visit
4 and shall not be counted during any travel days. In order to be counted as present, the student must
5 satisfy the following requirements:

- 6 a) Prior notice from a parent or legal guardian, specifying the date of the postsecondary school visit
7 must be provided to the school attendance secretary;
- 8 b) By no later than two (2) school days following the postsecondary school visit, the student must
9 present the school attendance secretary with a signed letter or form from a campus official of the
10 postsecondary institution documenting that the student visited the postsecondary institution; and
- 11 c) The student must complete all schoolwork missed during the postsecondary school visit.

12 Although the student will not be counted present for travel days surrounding the aforementioned
13 postsecondary visits, up to two (2) travel days per postsecondary school visit meeting the requirements
14 of this Policy will be excused, provided that the student completes all schoolwork missed during the
15 postsecondary school visit.

16 Postsecondary school visits are not required of any student. The student's parent or guardian, not
17 GMSD, are solely responsible for facilitating postsecondary school visits and for ensuring the safety of
18 the student during the visit.

19 **TRUANCY**

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

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

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

29 By the beginning of each school year, the Principal shall give written notice to the parent, guardian, or
30 person having control of a student subject to compulsory attendance that the parent, guardian, or other
31 person having control of the student must monitor the student's school attendance and require the student
32 to attend school. The written notice must inform the parent, guardian, or other person having control of
33 a student, that a student who accumulates five (5) days of unexcused absences during the school year is
34 subject to GMSD's Progressive Truancy Plan and that continued unexcused absences may result in a
35 referral to Juvenile Court. The five (5) days of unexcused absences need not be five (5) consecutive
36 days of unexcused absences.

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

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

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

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

21 **Progressive Truancy Plan**

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

25 **Tier One**

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

- 28 a) Counseling;
- 29 b) Community-based services;
- 30 c) Other services/supports to address student performance.

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

33 **Tier Two**

34 Tier Two of the Progressive Truancy Plan shall include:

- 1 a) A conference with the GMSD Student Services Supervisor/designee, and the student and
2 the parent, guardian, or other person having control of the student;
- 3 b) A resulting attendance contract to be signed by the student, the parent, guardian, or other
4 person having control of the student, and the GMSD Student Services
5 Supervisor/designee;
- 6 The contract must include:
- 7 (1) a specific description of the school's attendance expectations for the student;
- 8 (2) the period for which the contract is in effect; and
- 9 (3) penalties for additional absences and alleged school offenses, including additional
10 disciplinary action and potential referral to Juvenile Court.
- 11 c) Regularly scheduled follow-up meetings, which may be with the student and the parent,
12 guardian, or other person having control of the student, to discuss the student's progress;
- 13 d) An individualized assessment by a school employee of the reasons a student has been
14 absent from school; and
- 15 e) If necessary, referral of the student to counseling, community-based services, or other in-
16 school or out-of-school services aimed at addressing the student's attendance problems.

17 **Tier Three**

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

- 21 a) School-based community services;
- 22 b) Collaboration with the Whole Student Director to provide appropriate supports for
23 success; or
- 24 c) Saturday or after-school courses designed to improve attendance and behavior.

25 **Judicial Intervention Regarding Truancy**

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

- 29 a) attend conferences as set forth in the GMSD Progressive Truancy Plan,
- 30 b) return telephone calls from the GMSD Student Services Supervisor,
- 31 c) attend follow-up meetings as set forth in the GMSD Progressive Truancy Plan,

- 1 d) enter into an attendance contract as set forth in the GMSD Progressive Truancy Plan, or
2 e) actively participate in any of the tiers of truancy intervention set forth in the GMSD
3 Progressive Truancy Plan,

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

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

9 **MILITARY**

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

- 14 (1) An excused absence for one (1) day when the member is deployed;
15
16 (2) An additional excused absence for one (1) day when the service member returns
17 from deployment;
- 18 (3) Excused absences for up to ten (10) days for visitation when the member is
19 granted rest and recuperation leave and is stationed out of the country; and
- 20 (4) Excused absences for up to ten (10) days cumulatively within the school year for
21 visitation during the member's deployment cycle.

22 Total excused absences under numbers "3" and "4" above shall not exceed a total of ten (10) days within
23 the school year.

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

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

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

1 CREDIT/PROMOTION DENIAL

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

- 5 1. Parents and students shall be advised if a student is in danger of credit/promotion denial
6 due to excessive absenteeism.
- 7 2. Procedures in due process are available to the student when credit or promotion is denied.

8 DRIVER'S LICENSE REVOCATION²

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

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

14 NOTICE

15 A copy of this Policy shall be posted at each school and school counselors shall be supplied copies of
16 this Policy for discussion with students. This Policy shall be referenced in all School Handbooks. All
17 teachers, administrative staff, and parents/guardians shall be provided a copy of this Policy.

Legal References

T.C.A. § 10-7-504
T.C.A. § 49-2-203(b)(7)
T.C.A. § 49-6-2904(b)(5)
T.C.A. § 49-6-3002(b)
T.C.A. § 49-6-3006
T.C.A. § 49-6-3007
~~T.C.A. § 49-6-3007~~
T.C.A. § 49-6-3009
T.C.A. § 49-6-3017(e)
T.C.A. § 49-6-3019
T.C.A. § 49-6-3021
T.C.A. § 49-6-3022
T.C.A. § 49-6-3026
20 USCA § 1232g
State Board of Education Rule ~~FRR/MS~~ 0520-01-02-.17(S)
State Board of Education Rule 0520-01-03-.06
State Board of Education Policy 4.100
~~Public Acts of 2021, Chapter No. 223~~

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
Homeless Students 6.503
Students in Foster Care 6.505
Students from Military Families 6.506
Student Records 6.600

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: <h2 style="text-align: center;">Admission of Suspended or Expelled Students</h2>	Descriptor Code: 6.318	Issued Date: 08/**/22 10/26/21
		Rescinds: 6.318	Issued: 07/21/14

1 Unless otherwise provided by law, the Board may deny admission of any student who has been
 2 expelled or suspended from another school system in Tennessee or another state even though the
 3 student has established residency in the district.

4 After a request for enrollment is made, the Superintendent shall investigate the facts surrounding the
 5 suspension/expulsion from the former school system and make a recommendation to the Board to
 6 approve or deny the request.

7 The Board shall not deny enrollment beyond the length of the imposed suspension/expulsion.

8 ~~If the action of the Board is to deny admission, the Superintendent shall, on behalf of the Board of~~
 9 ~~Education, notify the Commissioner of Education of the decision.~~

10 A student may be dismissed if it is determined subsequent to the enrollment that the student has been
 11 suspended or expelled from the former school system.¹

12 If a student who has been expelled or suspended from another school system in Tennessee or another
 13 state is admitted by GMSD, the GMSD Superintendent may review the grounds of the student's
 14 suspension or expulsion, but is not required to enforce the suspension or expulsion. If the GMSD
 15 Superintendent elects to enforce the student's suspension or expulsion, then, the GMSD Superintendent
 16 may but is not required to assign the student to an alternative school or alternative program for the
 17 remainder of the suspension or expulsion period.

Legal References

T.C.A. § 49-6-3401 (f)
 T.C.A. § 49-6-3402
 20-USCA § 1232g(b)(4), (b)

Cross-References

School Admissions - 6.203



Germantown Municipal School District Budget Amendment

Fiscal Year: 2022 - 2023

Amendment # 1

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-71100-189	Other Salaries and Wages	-	-	32,000	32,000
142-71100-201	Social Security	-	-	1,984	1,984
142-71100-204	Retirement	-	-	2,781	2,781
142-71100-212	Medicare	-	-	464	464
142-71100-312	Contracts with Private Agencies	-	-	300,000	300,000
142-76100-706	Building Construction	-	-	44,180	44,180
142-47307-933	Revenues - ESSER 2.0	-	-	381,409	381,409

REASON FOR AMENDMENT:

ESSER 2.0 allocation - GOAL teacher stipends and curriculum, HMS 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: 2022 - 2023

Amendment # 2

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-71100-189	Other Salaries and Wages	-	-	420,000	420,000
142-71100-201	Social Security	-	-	26,208	26,208
142-71100-212	Medicare	-	-	6,090	6,090
142-72210-499	Other Supplies & Materials	-	-	6,000	6,000
142-47401-936	Revenues - TN All Corps	-	-	458,298	458,298

REASON FOR AMENDMENT:

TN All Corps allocation - tutor wages and payroll taxes, other supplies and materials

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: 2022 - 2023

Amendment # 3

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-72210-399	Other Contracted Services	-	-	110,780	110,780
142-47307-935	Revenues - ESSER Planning Grant	-	-	110,780	110,780

REASON FOR AMENDMENT:

ESSER Planning grant carryover allocation

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: 2022-2023

Amendment # 4

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-71200-116	Teachers' Salaries	123,980	-	-	123,980
142-71200-163	Educational Assistants	678,997	-	32,337	711,334
142-71200-188	Bonus Payments	4,910	-	84,965	89,875
142-71200-201	Social Security	56,625	-	3,375	60,000
142-71200-204	Retirement	83,857	-	4,143	88,000
142-71200-206	Life Insurance	8,840	-	460	9,300
142-71200-207	Health Insurance	142,000	-	8,000	150,000
142-71200-212	Medicare	12,584	-	1,416	14,000
142-71200-312	Contracts with Private Agencies	500	-	84,500	85,000
142-71200-369	Contracts for Subs - Certified	-	-	20,000	20,000
142-71200-370	Contracts for Subs - Noncertified	500	-	13,000	13,500
142-71200-399	Other Contracted Services	500	-	14,500	15,000
142-71200-429	Instructional Supplies & Materials	1,000	-	119,000	120,000
142-71200-725	Special Education Equipment	1,000	-	24,000	25,000
142-72710-338	Maintenance & Repairs - Vehicles	3,000	-	-	3,000
142-72710-425	Gasoline	2,000	-	2,000	4,000
142-72710-511	Vehicle and Equipment Insurance	1,000	-	-	1,000
142-72220-105	Supervisor/Director Salaries (0.3 FTE)	37,440	-	-	37,440
142-72220-201	Social Security	2,228	-	-	2,228
142-72220-204	Retirement	3,692	-	-	3,692
142-72220-206	Life Insurance	81	-	-	81
142-72220-207	Health Insurance	4,581	-	-	4,581
142-72220-212	Medicare	522	-	-	522
142-72220-312	Contracts with Private Agencies	111	-	69,889	70,000
142-72220-322	Evaluation & Testing	-	-	60,000	60,000
142-72220-355	Travel - mileage	600	-	1,000	1,600
142-72220-499	Other Supplies & Materials	12,000	-	23,000	35,000
142-72220-524	In-service/Staff Development	3,000	-	97,000	100,000
142-72220-599	Other Charges	500	-	2,000	2,500
142-99100-504	Indirect Costs	30,000	-	-	30,000
142-47143-900	Revenues - IDEA	1,216,048	-	664,585	1,880,633
142-71200-312	Contracts with Private Agencies	9,514	-	-	9,514
142-71200-429	Instructional Supplies & Materials	3,000	-	2,545	5,545
142-71200-725	Special Education Equipment	2,000	-	-	2,000
142-72220-499	Other Supplies & Materials	3,397	-	(3,397)	-
142-72220-524	In-service/Staff Development	1,035	-	1,965	3,000
142-99100-504	Indirect Costs	788	-	-	788
142-47145-910	Revenues - IDEA Preschool	19,734	-	1,113	20,847

REASON FOR AMENDMENT:

Allocation of carryovers for IDEA and IDEA Preschool.

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: 2022-2023

Amendment # 5

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-72210-189	Other Salaries & Wages	83,092	-	(500)	82,592
142-72210-201	Social Security	5,028	-	-	5,028
142-72210-204	State Retirement	7,047	-	-	7,047
142-72210-206	Life Insurance	147	-	-	147
142-72210-207	Medical Insurance	7,100	-	-	7,100
142-72210-212	Medicare	1,176	-	-	1,176
142-72210-524	In-service/Staff development	10,037	-	500	10,537
142-72210-790	Other Equipment	3,000	-	-	3,000
142-99100-504	Indirect Costs	-	-	5,240	5,240
142-47141-010	Consol Admin Revenues	116,627	-	5,240	121,867
142-71100-116	Teachers Salaries	450,261	-	(78,182)	372,079
142-71100-189	Other Salaries & Wages	102,770	-	21,490	124,260
142-71100-201	Social Security	34,281	-	(3,473)	30,808
142-71100-204	Retirement	48,451	-	(4,861)	43,590
142-71100-206	Life Insurance	1,225	-	(175)	1,050
142-71100-207	Health Insurance	41,300	-	(5,900)	35,400
142-71100-212	Medicare	8,029	-	(826)	7,203
142-71100-311	Contracts - Other Systems	9,152	-	(9,152)	-
142-71100-399	Other Contracted Services	4,145	-	9,152	13,297
142-71100-429	Instructional Supplies & Materials	119,581	-	168,159	287,740
142-71100-499	Other Supplies & Materials	600	-	-	600
142-71100-722	Regular Instruction Equipment	23,233	-	200,241	223,474
142-72130-189	Other Salaries & Wages	21,509	-	791	22,300
142-72130-201	Social Security	1,332	-	51	1,383
142-72130-204	Retirement	1,847	-	71	1,918
142-72130-212	Medicare	311	-	12	323
142-72130-399	Contracted Services	42	-	-	42
142-72130-599	Other Charges	11,519	-	(1,191)	10,328
142-72210-369	Contracts for Substitute Teachers	42,000	-	30,000	72,000
142-72210-399	Contracted Services	12,000	-	22,000	34,000
142-72210-524	In-service/Staff Development	89,900	-	209,614	299,514
142-99100-504	Indirect Costs	21,641	-	-	21,641
142-47141-100	Revenues - Title I	1,045,129	851,936	636,003	1,602,950

REASON FOR AMENDMENT:

Allocate Consolidated Administration and Title I carryovers.

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: 2022-2023

Amendment # 6

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-72210-189	Other Salaries & Wages	50,565	-	-	50,565
142-72210-201	Social Security	3,140	-	-	3,140
142-72210-204	Retirement	4,400	-	-	4,400
142-72210-206	Life Insurance	70	-	-	70
142-72210-207	Health Insurance	3,892	-	-	3,892
142-72210-212	Medicare	740	-	-	740
142-72210-369	Contracts for Substitutes - Certified	1,053	-	-	1,053
142-72210-524	In-service/Staff Development	27,902	-	31,144	59,046
142-99100-504	Indirect Costs	4,441	-	-	4,441
142-47189	Title II Revenues	96,203	-	31,144	127,347
142-71100-429	Instructional Supplies & Materials	19,700	-	-	19,700
142-71100-499	Other Supplies & Materials	1,774	-	1,500	3,274
142-71100-722	Regular Instruction Equipment	10,000	-	9,411	19,411
142-72120-499	Other Supplies & Materials	14,200	-	-	14,200
142-72210-499	Other Supplies & Materials	-	-	-	-
142-72130-790	Other Equipment	-	-	-	-
142-72210-369	Contracts for Substitutes - Certified	4,914	-	1,170	6,084
142-72210-524	In-service/Staff Development	50,903	-	20,957	71,860
142-99100-504	Indirect Costs	3,957	-	(2,257)	1,700
142-47147	Title IV Revenues	105,448	-	30,781	136,229

REASON FOR AMENDMENT:

Allocations for Title II and IV carryovers

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: 2022-2023

Amendment # 7

<u>GMSD Acct #</u>	<u>GMSD Acct</u>	<u>Original Budget</u>	<u>Approved Changes</u>	<u>Requested Changes</u>	<u>Amended Budget</u>
142-72510-399	Other Contracted Services	-	-	31,700	31,700
142-47307-930	ESSER Premonitoring Grant Rev	-	-	31,700	31,700

REASON FOR AMENDMENT:

ESSER pre-monitoring grant carryover

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

_____ Date _____

_____ Date _____

Germantown Municipal School District

School Fees - Requested Student Fees

2022-23 School Year

08.30.22

REQUESTED STUDENT FEES - Fees for a class/course which are part of a grade and/or credit course					
School	REQUESTED Fees	Purpose	Course	Requester	Notes
Dogwood Elementary	\$20.00	Instructional Fee	School Wide	Woody	Consumable materials/computer programs/novels/AR
Dogwood Elementary	\$100.00	Orchestra Fee	5th	Smith	Books, Uniforms, Sheet Music, Accessories
Farmington Elementary	\$100.00	Orchestra Fee	5th	Short	1 shirt, Method Books, NAFME Dues, miscellaneous supplies
Forest Hill Elementary	\$35.00	ALEKS	Gifted Program	Brenneman	Advanced Math Practice
Forest Hill Elementary	\$100.00	Orchestra	5th	Smith	1 shirt, Method Books, NAFME Dues, miscellaneous supplies
GOAL	\$100.00	Graduation	N/A	Fisher	Senior graduation, Caps/Gowns
GOAL	\$20.00	PSAT	PSAT	Fisher	Cost of test and processing fee
GOAL	\$50.00	Application Fee	School Wide	Fisher	Application fee
Houston High	\$40.00	Advanced Film & Video	AdvFilm&Video	Hamilton	Batteries, CDs, memory sticks
Houston High	\$40.00	Film & Video 2	Film & Video 2	Hamilton	Materials and supplies
Houston High	\$50.00	Course Fee	All Students	All courses	Laptop insurance for 1:1 initiative
Houston High	\$100.00	Course Fee	AP Courses	Ross	AP Registration/Exam
Houston High	\$148.00	Course Fee	AP Capstone	Ross	AP Registration/Exam
Houston High	\$35.00	Course Fee	Anat&Phys	M Smith	Lab fees
Houston High	\$35.00	Course Fee	Hon A & P	M Smith	Lab Fees
Houston High	\$35.00	Course Fee	AP Bio	Wakefield	Lab fees
Houston High	\$35.00	Course Fee	AP Chemistry	Kennon	Lab Fees
Houston High	\$50.00	Course Fee	Adv. Mixed Media	Schulter	Materials and supplies
Houston High	\$25.00	Course Fee	Adv. Painting	Spillman	Materials and supplies
Houston High	\$124.00	Course Fee	Adv Painting	Spillman	Art kits
Houston High	\$25.00	Course Fee	Art 1	Spillman	Materials and supplies
Houston High	\$15.00	Course Fee	Art 1 Honors	Schulter	Materials and supplies
Houston High	\$117.00	Course Fee	Art 1 Honors	Schulter	Art kits
Houston High	\$20.00	Course Fee	Art 2 Honors	Schulter	Materials and supplies
Houston High	\$139.00	Course Fee	Art 2 Honors	Schulter	Art kits
Houston High	\$25.00	Course Fee	Art 2	Schulter	Materials and supplies
Houston High	\$30.00	Course Fee	AP Art	Spillman	Materials and supplies

Germantown Municipal School District
School Fees - Requested Student Fees

2022-23 School Year

08.30.22

Houston High	\$25.00	Course Fee	AP Drawing	Spillman	Materials and supplies
Houston High	\$150.00	Course Fee	Band	Taylor	Uniforms, instruments, repairs instruction, transportation, music, color guard, percussion
Houston High	\$35.00	Course Fee	Bio2 DE	Poole	Lab fees
Houston High	\$60.00	Course Fee	Diagnostic Med	Coleman/Kinler	Lab fees, trip fees, supplies
Houston High	\$60.00	Course Fee	Exercise Science	Coleman	Lab fees, trip fees, supplies
Houston High	\$60.00	Course Fee	Health Sci Ed	Coleman/Kinler	Lab fees, trip fees, supplies
Houston High	\$20.00	Course Fee	Human Studies	Boggan	Sewing, cooking supplies, egg babies, activities
Houston High	\$6.00	Course Fee	Latin	Purcell/Simone	National Latin Exam fees
Houston High	\$40.00	Course Fee	Life Skills Lab	TBD	Supplies, activities, and materials
Houston High	\$15.00	Course Fee	Lifespan Development	Boggan	Supplies, activities, Baby maintenance
Houston High	\$25.00	Course Fee	Mechatronics I	Houston	Supplies and materials
Houston High	\$25.00	Course Fee	Mechatronics II	Houston	Supplies and materials
Houston High	\$60.00	Course Fee	Medical Assisting	Kinler	Medical supplies
Houston High	\$60.00	Course Fee	Medical Therapeutics	Coleman/Kinler	Lab fees and medical supplies
Houston High	\$50.00	Course Fee	Nutrition	Camp	Supplies and materials
Houston High	\$200.00	Course Fee	Orchestra	Kang	membership fees, music, instrument repairs, travel expenses
Houston High	\$35.00	Course Fee	Organic Chemistry Honors	Kennon	Lab Fees
Houston High	\$60.00	Course Fee	Rehabilitation Therapy	Coleman	Lab fees and medical supplies
Houston High	\$35.00	Course Fee	Robotics	Phillips	Team registration, competitive events, parts/materials
Houston High	\$35.00	Course Fee	STEM 1	Phillips	Supplies and equipment
Houston High	\$35.00	Course Fee	STEM 2	Phillips	Supplies and equipment
Houston High	\$35.00	Course Fee	STEM 3	Phillips	Supplies and equipment
Houston High	\$35.00	Course Fee	STEM 4	Phillips	Supplies and equipment
Houston High	\$145.00	Course Fee	AP Capstone	Robinson	AP Registration/Exam
Houston High	\$50.00	Course Fee	Indoor Color Guard - A	M. Taylor	Uniforms, instruments, repairs, music, transportation
Houston High	\$50.00	Course Fee	Indoor Color Guard - B	M. Taylor	Uniforms, instruments, repairs, music, transportation
Houston High	\$50.00	Course Fee	Indoor Drumline	M. Taylor	Uniforms, instruments, repairs, music, transportation
Houston High	\$40.00	Film & Video	Film & Video	Hamilton	Batteries, CDs, memory sticks
Houston High	\$8.00	Foreign Language Fair	German Honors	Penrod	Foreign Language Fair fees
Houston High	\$8.00	Foreign Language Fair	French classes	Johnson	Foreign Language Fair
Houston High	\$8.00	Foreign Language Fair	Latin classes	Simone	Foreign Language Fair
Houston High	\$4.00	French National Contest	French Honors	Johnson	French National Contest

Germantown Municipal School District

School Fees - Requested Student Fees

2022-23 School Year

08.30.22

Houston High	\$6.00	National German Exam	German Honors	Penrod	National German Exam fees
Houston High	\$6.00	National Spanish Exam	Spanish Honors	Purcell/Ferryman	National Spanish Exam
Houston High	\$20.00	PSAT	PSAT	Ross	Cost of test and processing fee
Houston Middle	\$30.00	1:1 Blended Learning	All students	GMSD	iPad insurance for 1:1 initiative
Houston Middle	\$25.00	Art Fee	Art	Wroblewski	Art supplies, sketchbooks, iPad apps, and printing needs
Houston Middle	\$150.00	Band Fee	Band	Nesvick	Mbrshp Fees, Venues, instrument maintenance, Registration Fees, Method Books, Sheet Music, Replacement Fees, travel costs, various band supplies
Houston Middle	\$30.00	Choir Fee - Semester	Choir	Timmerman	Sheet music, Membership fees, travel costs, various choir supplies
Houston Middle	\$60.00	Choir Fee - Year	Choir	Timmerman	Sheet music, Membership fees, travel costs, various choir supplies
Houston Middle	\$150.00	Orchestra Fee	Orchestra	Smith	Mbrshp Fees, Venues, instrument maintenance, Registration Fees, Method Books, Sheet Music, Replacement Fees, travel costs, various orchestra supplies
Riverdale Elementary	\$30.00	1:1 Blended Learning	All 7th & 8th grade	GMSD	iPad insurance for 1:1 initiative
Riverdale Elementary	\$20.00	Art Supplies/Clay	6th-8th	Sammons	Art Supplies for advanced art students
Riverdale Elementary	\$100.00	Orchestra Fee	5th	Short	field trips, NAFME membership dues, and miscellaneous supplies.
Riverdale Elementary	\$100.00	Orchestra Fee	6th-8th	Short	This fee covers their 2 shirts, method book, buses for concert festival and field trips, NAFME membership dues, and miscellaneous supplies.
Riverdale Elementary	\$50.00	Choir Fee	6th-8th	Caudle	Music/Supplies/T-shirt
Riverdale Elementary	\$150.00	Band Fee	6th-8th	Woodring	Music/Supplies/T-shirt
Riverdale Elementary	\$20.00	PE Uniform	5th-8th	Thompson	Required PE uniform for all 5th-8th grade students
Riverdale Elementary	\$50.00	1:1 Blended Learning-8th graders	8th	GMSD	Laptop insurance for 1:1 initiative

Germantown Municipal School District
School Fees - Activity Costs
2022-23 School Year

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

School	ACTIVITY COSTS	Purpose	Club/Athletic Team/Booster Club	Sponsor/Coach	Notes
Dogwood Elementary	\$20.00	Supplies	Student Ambassadors	Fitchpatric	T-shirts, meeting refreshments, parties
Dogwood Elementary	\$45.00	Supplies	Safety Patrol	Martin/Guntharp	Belts, badges, award Pins, t-shirt, supplies & food for two parties (Fall & Spring), end of the year awards, patrol flags
Dogwood Elementary	\$100.00	Registration and Supplies	Cross Country	Lessley	MYA fee, banquet, uniform, incentives, awards, and some meet fees
Dogwood Elementary	\$25.00	Supplies	Steel Drum Group	Smith	Shirt, music, supplies
Dogwood Elementary	\$45.00	Registration and Supplies	Math Club	Teel	Competition, t-shirt
Dogwood Elementary	\$35.00	Cross Country Camp	Cross Country	Lessley	Cross Country Camp Registration
Dogwood Elementary	\$10.00	Supplies	Art Society	Whitsett	Art supplies
Farmington Elementary	\$150.00	Costumes, uniforms, operations	Falcon Footlights (play)	Lowry	Participants will be asked to sell at least one advertisement
Farmington Elementary	\$160.00	Materials	FES 5K club	Deaton	Entrance into races and materials - uniforms, warm ups, water bottles, etc.
Farmington Elementary	\$5.00	Supplies	Chess Club	Lane	Supplies
Farmington Elementary	\$25.00	Supplies	Guitar Club	Brookshire	Supplies
Farmington Elementary	\$25.00	Supplies	Choir	Assad	Supplies
Forest Hill Elementary	\$25.00	Supplies	Choir	Simons	Shirts and Materials
Forest Hill Elementary	\$25.00	Supplies	Farmington Farmers	House	Gardening supplies and plants
Forest Hill Elementary	\$15.00	Supplies	Composting Club	Sullivan	Supplies to build compost bins
Forest Hill Elementary	\$35.00	Registrations and Jersey	FHES Running	Wood	Registrations and jerseys
Forest Hill Elementary	\$15.00	Supplies	Art Club	Kougher	Art materials for projects
Forest Hill Elementary	\$20.00	Supplies	Kindness Club	Howard	Materials and shirts
GOAL					
Houston High	\$400.00	Annual Dues	Basketball Boys - Varsity	Sabau	Travel, equipment, supplies, miscellaneous
Houston High	\$400.00	Annual Dues	Basketball Boys - JV	Sabau	Travel, equipment, supplies, miscellaneous
Houston High	\$300.00	Annual Dues	Basketball Girls	Lewis	Travel, equipment, supplies, miscellaneous, officials
Houston High	\$160.00	Annual Dues	Bowling Boys	Quinn	entry fees, miscellaneous
Houston High	\$160.00	Annual Dues	Bowling Girls	Quinn	entry fees, miscellaneous
Houston High	\$400.00	Annual Dues	Cross Country Boys	M. Thomas	entry fees
Houston High	\$400.00	Annual Dues	Cross Country Girls	M. Thomas	entry fees
Houston High	\$200.00	Annual Dues	Football	J. Thomas	Travel, equipment, supplies, miscellaneous, officials
Houston High	\$485.00	Annual Dues	Golf Boys	Bell	Travel, equipment, supplies, gear, miscellaneous
Houston High	\$485.00	Annual Dues	Golf Girls	Bell	Travel, equipment, supplies, gear, miscellaneous
Houston High	\$850.00	Annual Dues	Soccer Girls	Wolff	entry fees, team gear, miscellaneous
Houston High	\$250.00	Annual Dues	Volleyball	Pendleton	entry fees, team gear, miscellaneous
Houston High	\$425.00	Annual Dues	Wrestling	Shirley	Entry fees, TSSAA weight management fees, travel, miscellaneous
Houston High	\$2,500.00	Annual Dues Cheer	Cheer	Woolfolk	Tumbling, entry fees, instruction, travel, competition fees
Houston High	\$5,000.00	Annual Dues Pom	Pom	H. Thomas	entry fees, instruction, travel, competition fees

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Houston High	\$15.00 (underclass); \$20.00 (seniors)	Club Dues	30 and Above	Kinney/Kreitz	zoo trip, graduation cords
Houston High	\$20.00	Club Dues	Art Honor Society	Schulter	Dues, activities, supplies, materials
Houston High	\$25.00	Club Dues	Badminton Club	Minton	equipment, and supplies
Houston High	\$500.00	Club Dues	Basketball Cheer	Holden	Uniforms and instruction
Houston High	\$20.00	Club Dues	Beautifully Unique	Fisher	Activities
Houston High	\$25.00	Club Dues	Best Buddies	Clarke	Membership fees
Houston High	\$10.00	Club Dues	Book Club	Wilder/Underwood	Activities, materials
Houston High	\$50.00	Club Dues	Cyber Patriot	Wartenberg	Registration fees, competitions, competition expenses
Houston High	\$25.00	Club Dues	Debate	McKinney	Membership fees
Houston High	\$25.00	Club Dues	DECA	Boyer	Membership dues
Houston High	\$75.00	Club Dues	Electronic Sports	McKinney	Unlimited pass, shirts/jerseys, masks, and equipment
Houston High	\$30.00	Club Dues	FBLA	TBD	Local, state competitions
Houston High	\$15.00	Club Dues	FCA	Perry	materials, activities
Houston High	\$30.00	Club Dues	FCCLA	Camp/Boggan	Local and national dues, tees
Houston High	\$30.00	Club Dues	FFA	Rose	Membership, dues
Houston High	\$25.00	Club Dues	French Club	Johnson	supplies
Houston High	\$30.00	Club Dues	Horizons	H. Thomas	field day
Houston High	\$35.00	Club Dues	HOSA	Coleman/Kinler	National & state membership dues, tees
Houston High	\$350.00	Club Dues	HOSA	Coleman/Kinler	Travel expenses - State competition
Houston High	\$850.00	Club Dues	HOSA	Coleman/Kinler	Travel expenses - National competition
Houston High	\$20.00	Club Dues	International	Penrod	consumables, gift cards, Extravaganza, Project Grad
Houston High	\$40.00	Club Dues	Key Club	Norwood	Fees, activities, materials
Houston High	\$25.00	Club Fees	Knitting/Crochet Club	Bansal	Yarn, hooks, needles, other supplies
Houston High	\$25.00	Club Dues	Latin Club	Simone	Dues, National Latin Exam
Houston High	\$10.00	Club Dues	National Latin Honor Society	Simone	Supplies, honor cords
Houston High	\$20.00	Club Dues	Houston Mustang Mentors	Fisher	activities
Houston High	\$20.00	Club Dues	Model UN	Brock	Conference fees
Houston High	\$20.00	Club Dues	Mu Alpha Theta	Bansal	Membership, honor cords
Houston High	\$50.00	Club Dues	Nat'l Honor Society	Seboldt	Membership, honor cords, tees
Houston High	\$150.00	Club Dues	Plays (Fall Play)	Christie	Royalties, scenic design, costumes, scripts and professionals
Houston High	\$200.00	Club Dues	Plays (Spring Musical)	Christie	Royalties, scenic design, costumes, scripts and professionals
Houston High	\$20.00	Club Dues	Pride	M. Smith/Minton	Activities, supplies
Houston High	\$40.00	Club Dues	School Newspaper	Becker	Annual subscription cost for the newspaper website
Houston High	\$20.00	Club Dues	RAK	TBD	Monies used to randomly help people
Houston High	\$35.00	Club Dues	Rescue Paws	Plaisance	Activities, supplies, materials
Houston High	\$30.00	Club Dues	Rho Kappa	Robinson	Honor cords, lecture series
Houston High	\$20.00	Club Dues	SADD	Fisher	activities, materials
Houston High	\$20.00	Club Dues	SGA	Spain	Activities, supplies, materials
Houston High	\$25.00	Club Dues	St. Jude Club	M.Thomas	activities, service project supplies
Houston High	\$20.00	Club Dues	Computer Skills USA	Juneau/Uhiren/Houston	Activities, supplies, competitions
Houston High	\$30.00	Club Dues	Social Media	Riley	Activities, supplies, materials
Houston High	\$35.00	Club Dues	Spanish Club	Almonte	Membership, fees, activities & materials
Houston High	\$20.00	Club Dues	Spanish Honor Society	Ferryman	National dues, induction expenses, Quia, supplies
Houston High	\$20.00	Club Dues	Spanish Honor Society	Ferryman	Honor cords
Houston High	\$25.00	Club Dues	SWENext	Phillips	Activities, materials
Houston High	\$20.00	Club Dues	Student Impact	TBD	Dues, donations, tees

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Houston High	\$1,500.00	Club Dues	Trap	Stevens	Full membership, practice materials, competitions
Houston High	\$100.00	Club Dues	TSA	Phillips	State and national dues/fees; competitions
Houston High	\$100.00	Club Dues	VEX	Ducey	National fees and competitions
Houston High	\$20.00	Club Dues	Environmental	TBD	Activities, supplies
Houston High	\$10.00	Club Dues	Folk Dancing	Penrod	Folk Dance Outfits
Houston High	\$25.00	Club Dues	German Club	Penrod	Tees, gift cards, consumables, folk dance outfits
Houston High	\$20.00	Club Dues	Knowledge Bowl	Poole/Kennon	Competition fees, tees
Houston High	\$15.00	Club Dues	Science Club	TBD	Activities, materials
Houston High	\$95.00	Course Fee	1st & 2nd 4-hour DE course	Varied/Akey	University tuition
Houston High	\$98.00	Course Fee	3rd 3-hour DE course	Varied/Akey	University tuition
Houston High	\$195.00	Course Fee	3rd 4-hour DE course	Varied/Akey	University tuition
Houston High	\$298.00	Course Fee	4th 3-hour DE course	Varied/Akey	University tuition
Houston High	\$364.00	Course Fee	4th+ 4-hour DE course	Varied/Akey	University tuition
Houston High	\$198.00	Course Fee	5th+ 3-hour DE course	Varied/Akey	University tuition
Houston High	\$100.00	Graduation Fee	12th Grade Students	Taylor	Costs associated with graduation
Houston High	\$20.00	Knowledge Bowl Fee	Knowledge Bowl	Poole	Competition fees
Houston High	\$5.00	Latin Fall Festivus	Latin Club	Simone	Latin Fall Festivus
Houston High	\$8.00	U of M Language Fair	Latin	Simone	Entry fee
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Classical Etymology Exam fees
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Classical Civilization Exam fees
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Latin Vocabulary Exam fees
Houston High	\$5.00	Optional Exam	Mythology	Purcell/Simone	National Mythology Exam fees
Houston High	\$3.00	Optional Exam	Translation	Purcell/Simone	CAMWS Translation Contest fees
Houston High	\$25.00	Lit Mag Fee	Literary Magazine	TBD	Materials for magazine/final product
Houston High	\$5.00	Locker Fee	Students Using Lockers	Suchman	Locker rental
Houston High	\$50.00	Membership, honor cords	National Technical Honor Society	TBD	National membership, induction services
Houston High	\$50.00	Parking Fee	Students Parking on Campus	P. Ross	Parking pass
Houston High	\$200.00	TJCL Latin Convention	Latin Club	Simone	TJCL Convention fees
Houston High	\$50.00	Annual Dues	Choir	Healy	Women's Choir and Concert Choir
Houston High	\$50.00	Annual Dues	Choir	Healy	Fifth Measure and Dolce Bella
Houston High	\$400.00	Annual Dues	Boys Track/Field	M. Thomas	Field maintenance, equipment, officials, supplies
Houston High	\$400.00	Annual Dues	Girls Track/Field	M. Thomas	Field maintenance, equipment, officials, supplies
Houston High	\$300.00	Annual Dues	Boys Tennis	Benzing	Field maintenance, uniforms, equipment, officials
Houston High	\$300.00	Annual Dues	Girls Tennis	Benzing	Field maintenance, uniforms, equipment, officials
Houston High	\$1,500.00	Annual Dues	Baseball	McCarter	Field maintenance, uniforms, equipment, officials
Houston High	\$500.00	Annual Dues	Softball	C. Gibbs	Field maintenance, uniforms, equipment, officials
Houston High	\$850.00	Annual Dues	Boys Soccer	Wolff	Field maintenance, uniforms, equipment, officials
Houston Middle	\$25.00	Artfully	Club	Higginbotham	Club shirt, art materials, meeting snacks
Houston Middle	\$250.00	Basketball Girls Varsity	Athletic Team	Weaver	Apparel package, assistant coach fee, equipment, referees
Houston Middle	\$175.00	Basketball Girls JV	Athletic Team	Weaver	Apparel package, assistant coach fee, equipment, referees
Houston Middle	\$200.00	Basketball - Boys	Athletic Team	Cook	Apparel package, assistant coach fee, equipment, referees
Houston Middle	\$500.00	Volleyball	Club	Pendleton	uniform, refs, schedule fee, tournament fee, equipment, practice apparel, equipment, coaching fee, course fee
Houston Middle	\$140.00	Soccer	Club	Plaisance	uniforms, refs, program fees
Houston Middle	\$15.00	Battle of the Books	Club	Squires	Annual fee
Houston Middle	\$20.00	Best Buddies	Club	Turner	Club shirt, game supplies
Houston Middle	\$25.00	Beta	Club	Kemp	Annual fee

Germantown Municipal School District
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Houston Middle	\$3,825.00	Cheer	Athletic Team	Spurlock	Coaching fee, sponsor fee, camps, Pride tumbling, practice clothes, uniforms, bag, travel, Nationals airfare and Land Package
Houston Middle	\$50.00	Math Counts	Club	Pratt	Competition fees
Houston Middle	\$20.00	NJHS	Club	Howell	Chapter dues, club shirt, reception supplies
Houston Middle	\$3,370.56	Pom	Booster Club	Lee	Coaching fee, sponsor fee, camps, choreography, competition registration, Nationals, sub, dance camp, equipment, team morale happies, music, hospitality room, yearbook ads
Houston Middle	\$62.12	Girls Soccer	Athletic Team	Percoski	Refs
Houston Middle	\$150.00	Cross Country	Athletic Team	Wexler	Reg. Fees/Travel/Uniforms/Awards/Banquet/Training/Stipend
Houston Middle	\$20.00	Language Club	Club	P.Latvatalo	T Shirt, arts and crafts supplies
Houston Middle	\$30.00	Science Olympiad	Club	S.Jordan	Registration for competition
Houston Middle	\$204.00	Boys Soccer	Athletic Team	Partlow	Coach/Uniforms/Teamsnap/Ref fees/stipends
Houston Middle	\$120.00	Track & Field	Athletic Team	Wexler	Fees/travel/uniform/awards/banquet/stipends/team supplies
Houston Middle	\$250.00	Girls Basketball - Varsity	Athletic Team	Weaver	Banquet/awards
Houston Middle	\$175.00	Girls Basketball - JV	Athletic Team	Weaver	Banquet/awards
Houston Middle	\$300.00	Baseball	Athletic Team	Bland	Uniforms, baseballs, hats, hoodies, t- shirts, and sponsorship costs.
Riverdale Elementary	\$4,000.00	Cheer	Booster Club	Woolfolk	Coaching fee, sponsor fee, camps, Pride tumbling, practice clothes, uniforms, bag, travel, Nationals airfare and Land Package
Riverdale Elementary	\$20.00	Dues	NJHS	Young	Annual Dues-certificates/pins
Riverdale Elementary	\$15.00	Dues	Beta Club	Harbin	Dues
Riverdale Elementary	\$20.00	Fee	Kids Care	Padgett	T-shirt/supplies/pizza party
Riverdale Elementary	\$75.00	Fee	Riverdale Theatre	Moss	Participation fee for Spring Musical to help cover expenses
Riverdale Elementary	\$150.00	JV Basketball	6th/7th	Freeman	League Fees, shirt, awards/party
Riverdale Elementary	\$276.00	Girls Basketball	6-8th	Owsley	Warm up shirt, warmup pants/jacket, shoes, socks, and athletic bag
Riverdale Elementary	\$15.00	Glee Club	1-5th	Caudle	Shirt, decorations for show
Riverdale Elementary	\$100.00	Raider Theater	1-8th	Moss/Stevens	T-shirt, costumes, set, material
Riverdale Elementary	\$20.00	Production Club	5-8th	Moss/Stevens	T-shirt, materials
Riverdale Elementary	\$5.00	Riverdale Rocks	3-5th	Sutton	Paint, supplies
Riverdale Elementary	\$15.00	Intramural Club	4-6th	Huggins	Shirt, supplies
Riverdale Elementary	\$80.00	Cross Country	3-8th	Faught	MYA fees and supplies
Riverdale Elementary	\$75.00	Track	3-8th	Dodge	MYA fees, jersey
Riverdale Elementary	\$6.00	Junior Honors Academy	8th	Ward/Ponder	Optional shirt
Riverdale Elementary	\$25.00	Ambassadors	8th	Fisher	2 shirts
Riverdale Elementary	\$3.00	Pay It Forward Club	6-7th	Dodson/Curtis/Edens	Supplies, end of year party
Riverdale Elementary	\$140.00	Honors Choir	6-8th	Caudle	Shirt, music, festivals, busses, attire rental (trip is separate)
Riverdale Elementary	\$10.00	Girls Club	3-5th	Greenberg	Art supplies, snacks
Riverdale Elementary	\$255.00	Swim Team	6-8th	Fristick	League Fees, shirt, cap, t-shirt, Germantown Athletic Club use
Riverdale Elementary	\$255.00	Soccer	6-8th	Lawton	Equipment, uniforms and fees
Riverdale Elementary	\$220.00	Golf	6-8th	Young/Byrd	Equipment, uniforms and fees
Riverdale Elementary	\$500.00	Volleyball A/B teams	6th-8th	Carlyle	Equipment, uniforms and fees
Riverdale Elementary	\$300.00	Volleyball Blue and Gray Team	6th-8th	Carlyle	Equipment, uniforms and fees
Riverdale Elementary	\$85.00	Tennis	6th-8th	Darder	Uniforms and fees
Riverdale Elementary	\$950.00	Trap	6th-8th	Edens	Equipment, uniforms and fees



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

TO: GMSD Board of Education
FROM: The Human Resources Department
RE: Stop Loss Insurance Renewal
DATE: August 12, 2022

Understandings:

- 1) The Current Stop Loss Insurance Provider is American Fidelity (AF).
- 2) The *Specific Deductible Amount* per employee who participates in our medical plan is \$125,000.
 - a. Currently, we have three lasers written into the contract at \$225,000, \$220,000, and \$190,000.
- 3) The goal of having stop loss insurance is to protect GMSD against catastrophic claims:
 - a. Currently, we have two contributing members over the \$125,000 threshold.
- 4) Stop Loss Renewal rates were based on the following number of plan participants:
 - a. Single= 275 members
 - b. Employee +1= 73 members
 - c. Family= 155 members
 - d. Total= 503 members
- 5) Health Cost Solutions, a Lucent Health Company, requested a total of four Stop Loss proposals from the following companies. However, only American Fidelity officially submitted a firm Stop Loss rate proposal:
 - a. American Fidelity
 - b. US Benefits
 - c. Sun Life East
 - d. PACE Underwriters
- 6) The *Annual Specific Premium* and *Annual Aggregate Premium* renewal costs are flat from the 2021-2022 school year with the removal of all lasers.
- 7) Total annual premium cost for the 2022-2023 school year is \$862,125.72.

Stop Loss Renewal Rates 2022

	Current	Renewal
Insurer:	American Fidelity	American Fidelity
Specific Deductible:	\$125,000	\$125,000
Annual Total Specific Premium:	\$828,022	\$828,022
Annual Agg Premium:	\$34,103	\$34,103
Total Annual Stop Loss Premium:	\$862,125	\$862,125
Total Net Laser Liability:	\$260,000	\$0

Recommendation:

The GMSD Human Resources Department's recommendation is to support the Self-Funded Stop Loss Insurance proposal with American Fidelity (AF) at a \$125,000 Specific Deductible and removed lasers based on the understandings presented by Health Cost Solutions, a Lucent Health Company, and consultants with ESP, LLC.



SPORTS FLOORS INC.

A W O M A N O W N E D C O M P A N Y

AUGUST 3, 2022

TN CONTRACTOR'S LICENSE #: 77087
SOURCEWELL/NJPA CONTRACT ID#: 060518 – CSC

TO: JOSH CATHEY
SOURCEWELL MEMBER ID#: 97954 (GERMANTOWN MUNICIPAL SCHOOL)

BUILDING: DOGWOOD ELEMENTARY
LOCATION: GERMANTOWN, TN

WE PROPOSE TO FURNISH MATERIALS AND LABOR FOR THE ABOVE MENTIONED BUILDING AS FOLLOWS:

ANCHORED WOOD ATHLETIC FLOOR - GYM (APPROX. 7,400 SQ. FT.) REV. 1

- “CONNOR SPORTS ALLIANCE” FLOOR SYSTEM
 - 25/32” x 2-1/4” 2ND & BETTER GRADE MAPLE
 - ALLIANCE SUBFLOOR COMPONENTS W/ ANCHORS & RESILIENT PADS
 - 6 MIL POLY VAPOR BARRIER
- SAND THOROUGHLY WITH THREE (3) GRITS OF SANDPAPER
- APPLY MFMA APPROVED OIL-BASED SEAL
- COURT MARKINGS - PAINT: 1 MAIN BASKETBALL COURT, (1 MAIN VOLLEYBALL COURT, 2 SHUFFLEBOARD COURTS
- APPLY MFMA APPROVED OIL-BASED FINISH
- VENT COVE BASE ALONG PERIMETER WALLS
- ADA RAMPING & METAL THRESHOLDS AT ENTRYWAYS
- INSTALL ONE (1) PAIR OF VOLLEYBALL INSERTS
 - LOCATE PROPER POSITIONS & DRY CORE DRILL HOLES FOR INSERTS
 - SET INSERTS IN NON-SHRINK GROUT, PLUMB & LEVEL
- INSTALL ONE (1) PAIR OF BRASS COVER PLATES
 - ROUTER WOOD FLOORING & ATTACH COVER PLATES

SOURCEWELL PRICE: \$103,092.33* (CSCI 96 \$20.50/SF INSTALLED, ZONE 1)

* *DOES NOT INCLUDE REMOVAL OF BLEACHERS. ONCE FLOOR IS COMPLETE NEW BLEACHERS CAN BE INSTALLED. SCHOOL SYSTEM WILL NEED TO ADJUST GOALS UP 2-1/4” TO ACCOMMODATE NEW WOOD FLOOR HEIGHT. THE PRICE ABOVE COVERS UP TO 1/2” OF REBAR ONLY. IF OVER-SIZED REBAR IS DETECTED, ADDITIONAL CHARGES WILL APPLY. PRICING DOES NOT INCLUDE INSTALLATION OR EQUIPMENT REQUIRED FOR AN UPPER STORY INSTALLATION.*

UNDER NO CIRCUMSTANCES SHOULD TAPE BE USED ON A WOOD FLOOR!!!

TERMS & CONDITIONS (REVISED 1/2021)

CONTRACTOR'S SCOPE OF WORK AND CONTRACT PRICE SPECIFICALLY EXCLUDES, BUT IS NOT LIMITED TO: PLACEMENT OF CONCRETE SUBSTRATE INTO TOLERANCE PER MANUFACTURER'S SPECIFICATIONS, PATCHING OR LEVELING; ANY ADDITIONAL GAME LINES, LETTERING, LOGOS, OR COURT MARKINGS, NOT LISTED ABOVE OR CUSTOM PAINT COLORS/STAINS; VECTOR AND FONT FILES REQUIRED FOR ALL GRAPHICS ELEMENTS; FURNISHING OR INSTALLING VOLLEYBALL EQUIPMENT INCLUDING FLOOR SLEEVES AND COUSHING PLATES; FURNISHING ELECTRICAL SERVICE FOR POWERED EQUIPMENT OR INSTALLATION OF ELECTRICAL FLOOR BOXES OR COVER PLATES; THRESHOLDS, OR TRANSITIONS; STAGE TRIM; NOSING; STAIR TREADS; RISERS; FACILIA; OR WOOD BASE; HANDLING OF BLEACHERS, FURNITURE OR EQUIPMENT; DUST PROTECTION ABOVE 4' FROM FLOOR LEVEL; HANDLING OR ADJUSTING BACKSTOPS OR GOALS; ANY PROTECTION OR CLEANING OF FINISHED WORK OF OTHERS; TAXES NOT SET FORTH ABOVE.

1. **TERMS OF PAYMENT:** FOR ALL SERVICES AND WORK PERFORMED BY CONTRACTOR, OWNER WILL PAY CONTRACTOR THE CONTRACT PRICE SPELLED OUT ABOVE ("PRICE"). THE CONTRACT PRICE IS VALID ONLY FOR 7 DAYS AND SHALL EXPIRE UNLESS OWNER EXECUTES AND RETURNS THIS PROPOSAL WITHIN THE TIME FRAME. CONTRACTOR WILL SUBMIT TO OWNER AN INVOICE FOR PAYMENT SHOWING THE PERCENTAGE OF COMPLETION OF VARIOUS PORTIONS OF THE WORK AS BROKEN DOWN BY CONTRACTOR AND PRESENTED TO OWNER. MOST PROJECTS WILL BE INVOICED INCREMENTALLY (60%, 35% & 5%) WITH SMALLER PROJECTS HAVING ONE INITIAL TOTAL INVOICE. OWNER WILL PAY CONTRACTOR UPON RECEIPT OF INVOICE. SOME PROJECTS MAY REQUIRE OWNER TO ISSUE CHECKS TO MULTIPLE VENDORS, AT NO POINT WILL THE TOTAL OF THESE CHECKS EXCEED THE CONTRACT AMOUNT, NOR WILL THEY DECREASE THE CONTRACT AMOUNT.
2. **FINAL PAYMENT:** THE FINAL PAYMENT WILL BE DUE UPON RECEIPT OF AN INVOICE ONCE SUBSTANTIAL COMPLETION OF THE PROJECT HAS BEEN ACHIEVED. IF CORRECTIVE OR REPAIR WORK OF A MINOR NATURE REMAINS TO BE ACCOMPLISHED BY CONTRACTOR AND AFTER THE PROJECT IS READY FOR USE OR OCCUPANCY, CONTRACTOR WILL PERFORM SUCH WORK EXPEDITIOUSLY AND OWNER WILL NOT WITHHOLD PAYMENT PENDING THE COMPLETION OF SUCH PUNCHLIST WORK. **BACK CHARGES OR DEDUCTIONS FROM FINAL PAYMENT OF THE CONTRACT PRICE AND/OR AGAINST CONTRACTOR'S ACCOUNT FOR SERVICES RENDERED BY OTHERS SHALL NOT BE ACCEPTED BY CONTRACTOR WITHOUT PRIOR WRITTEN AUTHORIZATION FROM CONTRACTOR FOR SUCH SERVICES.**
3. **EXTRA WORK:** SHOULD OWNER DIRECT ANY DELETION, MODIFICATION, OR ADDITION TO THE WORK COVERED BY THIS CONTRACT, THE COST SHALL BE ADDED TO OR DEDUCTED FROM THE CONTRACT PRICE. PAYMENTS FOR EXTRA WORK WILL BE MADE AS EXTRA WORK PROGRESSES, CONCURRENTLY WITH PROGRESS PAYMENTS. ORDERS FOR EXTRA WORK SHALL BE MADE IN WRITING BY OWNER, WITH THE PRICE AGREED TO BY CONTRACTOR IN ADVANCE. CONTRACTOR SHALL BE ENTITLED TO BE PAID FOR ANY AND ALL EXTRA WORK DIRECTED BY OWNER OR OWNER'S AGENTS, WHETHER THE EXTRA WORK ORDER IS REDUCED TO WRITING OR NOT. EXTRA WORK INCLUDES THE SITE NOT BEING READY WHEN SCHEDULED AND ITEMS NOT COMPLETED BY OWNER PRIOR TO ARRIVAL.
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SPORTS FLOORS, INC.

ACCEPTED: _____

By: Paulette S. Heney

TITLE: _____

TITLE: PRESIDENT

DATE: _____

DATE: 08/03/2022

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SPORTS FLOORS INC.

A W O M A N O W N E D C O M P A N Y

AUGUST 3, 2022

TN CONTRACTOR'S LICENSE #: 77087
SOURCEWELL/NJPA CONTRACT ID#: 060518 – CSC

TO: JOSH CATHEY
SOURCEWELL MEMBER ID#: 97954 (GERMANTOWN MUNICIPAL SCHOOL)

BUILDING: FARMINGTON ELEMENTARY
LOCATION: GERMANTOWN, TN

WE PROPOSE TO FURNISH MATERIALS AND LABOR FOR THE ABOVE MENTIONED BUILDING AS FOLLOWS:

ANCHORED WOOD ATHLETIC FLOOR - GYM (APPROX. 7,500 SQ. FT.) REV. 1

- "CONNOR SPORTS ALLIANCE" FLOOR SYSTEM
 - 25/32" x 2-1/4" 2ND & BETTER GRADE MAPLE
 - ALLIANCE SUBFLOOR COMPONENTS W/ ANCHORS & RESILIENT PADS
 - 6 MIL POLY VAPOR BARRIER
- SAND THOROUGHLY WITH THREE (3) GRITS OF SANDPAPER
- APPLY MFMA APPROVED OIL-BASED SEAL
- COURT MARKINGS - PAINT: 1 MAIN BASKETBALL COURT, (1 MAIN VOLLEYBALL COURT, 2 SHUFFLEBOARD COURTS
- APPLY MFMA APPROVED OIL-BASED FINISH
- VENT COVE BASE ALONG PERIMETER WALLS
- ADA RAMPING & METAL THRESHOLDS AT ENTRYWAYS
- INSTALL ONE (1) PAIR OF VOLLEYBALL INSERTS
 - LOCATE PROPER POSITIONS & DRY CORE DRILL HOLES FOR INSERTS
 - SET INSERTS IN NON-SHRINK GROUT, PLUMB & LEVEL
- INSTALL ONE (1) PAIR OF BRASS COVER PLATES
 - ROUTER WOOD FLOORING & ATTACH COVER PLATES

SOURCEWELL PRICE: \$104,403.77* (CSCI 96 \$20.50/SF INSTALLED, ZONE 1)

* *DOES NOT INCLUDE REMOVAL OF BLEACHERS. ONCE FLOOR IS COMPLETE NEW BLEACHERS CAN BE INSTALLED. SCHOOL SYSTEM WILL NEED TO ADJUST GOALS UP 2-1/4" TO ACCOMMODATE NEW WOOD FLOOR HEIGHT. THE PRICE ABOVE COVERS UP TO 1/2" OF REBAR ONLY. IF OVER-SIZED REBAR IS DETECTED, ADDITIONAL CHARGES WILL APPLY. PRICING DOES NOT INCLUDE INSTALLATION OR EQUIPMENT REQUIRED FOR AN UPPER STORY INSTALLATION.*

UNDER NO CIRCUMSTANCES SHOULD TAPE BE USED ON A WOOD FLOOR!!!

TERMS & CONDITIONS (REVISED 1/2021)

CONTRACTOR'S SCOPE OF WORK AND CONTRACT PRICE SPECIFICALLY EXCLUDES, BUT IS NOT LIMITED TO: PLACEMENT OF CONCRETE SUBSTRATE INTO TOLERANCE PER MANUFACTURER'S SPECIFICATIONS, PATCHING OR LEVELING; ANY ADDITIONAL GAME LINES, LETTERING, LOGOS, OR COURT MARKINGS; NOT LISTED ABOVE OR CUSTOM PAINT COLORS/STAINS; VECTOR AND FONT FILES REQUIRED FOR ALL GRAPHICS ELEMENTS; FURNISHING OR INSTALLING VOLLEYBALL EQUIPMENT INCLUDING FLOOR SLEEVES AND COVER PLATES; FURNISHING ELECTRICAL SERVICE FOR POWERED EQUIPMENT OR INSTALLATION OF ELECTRICAL FLOOR BOXES OR COVER PLATES; THRESHOLDS, OR TRANSITIONS; STAGE TRIM, NOSING, STAIR TREADS, RISERS, FASCIA, OR WOOD BASE; HANDLING OF BLEACHERS, FURNITURE OR EQUIPMENT; DUST PROTECTION ABOVE 4' FROM FLOOR LEVEL; HANDLING OR ADJUSTING BACKSTOPS OR GOALS; ANY PROTECTION OR CLEANING OF FINISHED WORK OF OTHERS; TAXES NOT SET FORTH ABOVE.

1. **TERMS OF PAYMENT:** FOR ALL SERVICES AND WORK PERFORMED BY CONTRACTOR, OWNER WILL PAY CONTRACTOR THE CONTRACT PRICE SPELLED OUT ABOVE ("PRICE"). THE CONTRACT PRICE IS VALID ONLY FOR 7 DAYS AND SHALL EXPIRE UNLESS OWNER EXECUTES AND RETURNS THIS PROPOSAL WITHIN THE TIME FRAME. CONTRACTOR WILL SUBMIT TO OWNER AN INVOICE FOR PAYMENT SHOWING THE PERCENTAGE OF COMPLETION OF VARIOUS PORTIONS OF THE WORK AS BROKEN DOWN BY CONTRACTOR AND PRESENTED TO OWNER. MOST PROJECTS WILL BE INVOICED INCREMENTALLY (60%, 35% & 5%) WITH SMALLER PROJECTS HAVING ONE INITIAL TOTAL INVOICE. OWNER WILL PAY CONTRACTOR UPON RECEIPT OF INVOICE. SOME PROJECTS MAY REQUIRE OWNER TO ISSUE CHECKS TO MULTIPLE VENDORS. AT NO POINT WILL THE TOTAL OF THESE CHECKS EXCEED THE CONTRACT AMOUNT, NOR WILL THEY DECREASE THE CONTRACT AMOUNT.
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SPORTS FLOORS, INC.

ACCEPTED: _____

By: Paulette S. Heney

TITLE: _____

TITLE: PRESIDENT

DATE: _____

DATE: 08/03/2022

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Safe Return to In-person Instruction and Continuity of Services Plan

Addendum Guidance

2022-2023

LEAs are required to update the Safe Return to In-Person Instruction and Continuity of Services Plan every six months through **Sept. 30, 2023**. Each time, local education agencies (LEAs) must seek public input on the plan and any revisions and must take such input into account. The purpose of the plan is to keep stakeholders informed.

Every LEA should complete the addendum and upload it to ePlan in the LEA document library and post it to the LEA's website (Feb. 15 and Sept. 15). Like the development of the plan, all revisions must be informed by community input and reviewed and approved by the governing body prior to posting on the LEA's publicly available website.

Please consider the following when completing the addendum:

- Ensure the LEA used multiple models of engagement offered to stakeholders. Examples may include surveys, in-person or virtual committee meetings, town hall meetings, or other inclusive engagement opportunities.
- LEAs should engage all applicable groups noted in meaningful consultation during the crafting of the plan and when making any significant revisions or updates to the plan.
- The number of stakeholders engaged should represent the composition of students. For example, if students with disabilities make up 15 percent of students, then 10-20 percent of respondents should represent this subgroup.
- Ensure the stakeholder engagement happened prior to the development/revision of the plan.
- The LEA must engage the health department in the development and revision of the plan. This is different from providing the health department with COVID-19 numbers.
- Plans must explicitly address every bullet point in Question 3 regarding district policies and strategies.
- Plans require local board approval and public posting.
- LEAs must update the *Safe Return to In-Person Instruction and Continuity of Services Plan* at least every six months through Sept. 30, 2023, seek public input on the plan and any revisions, and take such input into account. All revisions must include an explanation and rationale of why the revisions were made.
- All revisions must include an explanation and rationale, with meaningful public consultation and in an understandable format. The American Rescue Plan (ARP) Act requires LEAs to post their Health and Safety Plans online in a language that parents/caregivers can understand, or, if it is not practicable to provide written translations to an individual with limited English proficiency, be orally translated. The plan also must be provided in an alternative format accessible, upon request, by a parent who is an individual with a disability as defined by the Americans with Disabilities Act.

Safe Return to In-Person Instruction and Continuity of Services Plan Addendum

The Elementary and Secondary School Emergency Relief 3.0 (ESSER 3.0) Fund under the American Rescue Plan (ARP) Act of 2021, Public Law 117-2, was enacted on March 11, 2021. Funding provided to states and local educational agencies (LEAs) helps safely reopen and sustain the safe operation of schools and address the impact of the coronavirus pandemic on the nation's students.

In the fall of 2021, LEAs developed and made publicly available a Safe Return to In-Person Instruction and Continuity of Services Plan. All plans were developed with meaningful public consultation with stakeholder groups. LEAs are required to update the plan every six months through Sept. 30, 2023, and must seek public input on the plan and any revisions and must take such input into account. LEAs also must review and update their plans and ensure they align with any significant changes to CDC recommendations for K-12 schools. Like the development of the plan, all revisions must be informed by community input and reviewed and approved by the governing body prior to posting on the LEA's publicly available website.

The following information is intended to update stakeholders and address the requirement.

LEA Name: **Germantown Municipal School District**

Date: **August 2022**

1. Describe how the LEA has continued to engage in meaningful consultation with stakeholders in the development of the revised plan.

- GMSD updates via the COVID dashboard daily located on the district's website https://www.gmsdk12.org/apps/pages/index.jsp?uREC_ID=2177952&type=d&pREC_ID=2228036.
- The Let's Talk platform allows district leadership to engage in meaningful consultation and feedback with our stakeholders and community members on many topics, including the GMSD School Safety Plan. This platform allowed for a two-way dialogue between stakeholders and District Leadership on components of the plan that was considered when revising the plan.
- The District received emails, phone calls, and completed surveys from stakeholders to gather feedback.
- GMSD school board members welcomed citizens to attend and provide feedback at the school board meetings to share input and feedback on the plan prior to school board approval
- The approved, revised safety plan is located on the district's website for review by stakeholders.

2. Describe how the LEA engaged the health department in the development of the revised plan.

- District staff participated in phone calls/written communication with Shelby County Health Department (SCHD) when scheduled by health department officials.
- GMSD considered the routine inspections and oral and written reports in the revision of the Safety Plan.
- After the Safety Plan was revised, it was submitted to SCHD for review.

3. Provide the extent to which the LEA has updated adopted policies and a description of any such policies on each of the following health and safety strategies.

<i>Appropriate accommodations for children with disabilities with respect to health and safety policies</i>
<ul style="list-style-type: none"> All safety policy changes have applied for all students inclusive of students with disabilities. If individual students have health and safety accommodations needs beyond district policies, those accommodations are addressed in the students Individual Education Plan.
<i>Physical distancing (e.g., use of cohorts/podding)</i>
<ul style="list-style-type: none"> One of the key recommendations of the Shelby County Health Department and Center for Disease Control (CDC) is to provide 3-6 feet of social distancing when possible.
<i>Hand washing and respiratory etiquette</i>
<ul style="list-style-type: none"> Schools will provide opportunities for all students to take regular breaks to wash their hands throughout the day. Restrooms will be regularly checked for necessary materials. Hand sanitizing stations have been placed throughout each building.
<i>Cleaning and maintaining healthy facilities including improving ventilation</i>
<ul style="list-style-type: none"> Increased cleaning efforts have been outlined with our custodial service provider, SKB, to include multiple daily cleanings of common areas and increased efforts in each classroom. GMSD will continue the employment of day porters at each school building to both clean and monitor the increased cleaning effort protocols and ensure that their building is in alignment with district standards. GMSD has purchased eight Clorox Total 360 Cleaning Systems. These systems are often used in hospitals to mitigate the spread of germs. High traffic areas will be disinfected on a regular basis, and classrooms on a case-by-case basis. All School HVAC systems have been upgraded with High-MERV filters. The MERV-13 filters are the industry standard in reducing particles and bacteria in the air. Our HVAC systems also have the ability to circulate fresh air in programmed bursts through the building. GMSD has programmed fresh air in short, frequent bursts.
<i>Contact tracing in combination with isolation and quarantine</i>
<ul style="list-style-type: none"> Covid Notifications, Quarantines, and Contact Tracing <ul style="list-style-type: none"> GMSD updates the COVID dashboard daily that is included on the district's website Due to privacy issues governed by law, the identity of person(s) with either suspected or positive cases of COVID-19 is not publicly shared. However, parents are reminded the importance that they report confirmed COVID-19 cases to the school so that proper protocols, tracing, and quarantines can be enacted. Covid Related Absences <ul style="list-style-type: none"> When student is identified as a direct contact to someone who has tested positive for COVID-19 or has tested positive and needs to quarantine according to the TN Health Department and/or Shelby County Health Department, absences will be excused. Teachers will offer access to lessons and materials to keep students on track during their absence. This access can include Schoology assignments, printed assignments, and/or video-recorded lessons. Students may participate in learning activities each day while quarantined to remain on track with lessons/curriculum; however, they may also wait to submit assignments upon returning according to the GMSD Grading Policy 4.600: In the event the event of an excused absence, students are expected to make up missed work within a reasonable amount of time as determined by the school policy, with a minimum of one day allowed for each day absent.

<i>Diagnostic and screening testing</i>
<ul style="list-style-type: none"> Schools will continue working with families to provide excused absences if students have been exposed to COVID-19 or if they are showing any symptoms. GMSD wants families to practice the necessary precautions and are ready to work with parents to keep all of our students healthy.
<i>Efforts to provide vaccinations to educators, other staff, and students, if eligible</i>
<ul style="list-style-type: none"> GMSD partnered with the Shelby County Health Department, Town of Collierville, and City of Germantown to provide a local vaccination site at Germantown Baptist Church for educators and staff in the Spring of 2020. Specific days and times were scheduled for educators, staff, and contractors who service GMSD. GMSD allows for excused absences for students and staff for vaccinations and/or boosters.
<i>Universal and correct wearing of masks</i>
<ul style="list-style-type: none"> Masks are recommended for all person(s) vaccinated and unvaccinated when the COVID-19 Community Level is high. GMSD's updated policy for universal and correct wearing of masks is included in the GMSD Safety Plan on the districts website and communicated in GMSD's Weekly notifications to parents and staff via the Let's Talk Platform as updates to the safety plans are made.

4. Provide a current description as to how the LEA is ensuring continuity of services including but not limited to services that address students' academic needs and students' and staff's social, emotional, mental health, and other needs, which may include student health and food services.

<ul style="list-style-type: none"> GMSD will continue to offer in-person, full-time instruction for the 2022-2023 school year. Additionally, GMSD received state approval for a stand-alone virtual school (GOAL) for students in k-12 beginning the 2021-2022 school. GOAL is again available for students in the 2022-2023 school year. Both instructional models includes programming and staffing to ensure that individual students' academic, social, emotional, mental health, and physical health needs are met. In-person learning is inclusive of meeting students nutritional and transportation needs. GMSD's Back to School Safety Plan includes up-to-date guidelines and protocols for students and staff which supports both in-person learning and virtual learning (GOAL) for students. The district's Whole Child Department, created in SY 22, was developed to ensure all students social, emotional and mental health needs are met. Transportation is provided for students who qualify for transportation services. Food Services are available to all students and is provided in each schools' cafeteria.

ESSER 3.0 Public Plan for Remaining Funds Addendum Guidance 2022-23

Local educational agencies (LEAs) are required to update the ESSER 3.0 Public Plan every six months through Sept. 30, 2023. Each time, LEAs must seek public input on the plan and any revisions and must take such input into account.

Each LEA must complete the addendum and upload it to ePlan in the LEA Document Library (Feb. 15 and Sept. 15). The LEA must also post the addendum to the LEA's website. Like the development of the plan, all revisions must be informed by community input and reviewed and approved by the governing body prior to posting on the LEA's publicly available website. The plan intends to provide transparency to stakeholders.

Please consider the following when completing the addendum:

- On the summary page, the amounts should total the carryover amount for FY23 for each relief fund: ESSER 2.0, and ESSER 3.0.
- The LEA must respond to all questions in the document.
- The stakeholder engagement responses should closely align with the stakeholder engagement in the Health and Safety Plan.
- The LEA should ensure it uses multiple models of engagement offered to stakeholders. Examples may include surveys, in-person or virtual committee meetings, town hall meetings, or other inclusive engagement opportunities.
- LEAs should engage all applicable groups noted in meaningful consultation during the crafting of the plan and when making any significant revisions or updates to the plan.
- The number of stakeholders engaged should represent the composition of students. For example, if students with disabilities make up 15 percent of students, then 10-20 percent of respondents should represent this subgroup.
- Ensure the stakeholder engagement happened prior to the development/revision of the plan.
- Plans require local board approval and public posting.
- LEAs must update the ESSER Public Plan at least every six months through Sept. 30, 2023, seek public input on the plan and any revisions, and take such input into account.
- The American Rescue Plan (ARP) Act requires LEAs to post plans online in a language that parents/caregivers can understand, or it is not practicable to provide written translations to an individual with limited English proficiency, be orally translated. The plan also must be provided in an alternative format accessible, upon request, by a parent who is an individual with a disability as defined by the Americans with Disabilities Act.

ESSER 3.0 Public Plan for Remaining Funds

The Elementary and Secondary School Emergency Relief 3.0 (ESSER 3.0) Fund under the American Rescue Plan (ARP) Act of 2021, Public Law 117-2, was enacted on March 11, 2021. Funding provided to states and local educational agencies (LEAs) helps safely reopen and sustain the safe operation of schools and address the impact of the coronavirus pandemic on the nation’s students.

In the fall of 2021, LEAs developed and made publicly available a *Public Plan - Federal Relief Spending*. All plans were developed with meaningful public consultation with stakeholder groups. Like the development of the plan, all revisions must be informed by community input and reviewed and approved by the governing body prior to posting on the LEA’s publicly available website.

The following information is intended to update stakeholders and address the requirement.

General Information

LEA Name: **Germantown Municipal School District**

Director of Schools (Name): **Jason Manuel**

ESSER Director (Name): **Tammy Mason**

Address: **3350 S. Forest Hill Irene Rd. Germantown TN 38138**

Phone #: **(901)752-7900**

District Website: <http://www.gmsdk12.org>

Addendum Date: **August 2022**

Total Student Enrollment:	5817
Grades Served:	K-12
Number of Schools:	7

Funding

ESSER 2.0 Remaining Funds:	\$381,408.51
ESSER 3.0 Remaining Funds:	\$2,984,554.03
Total Remaining Funds:	\$3,365,962.54

Budget Summary

		ESSER 2.0 Remaining Funds	ESSER 3.0 Remaining Funds
Academics	Tutoring		\$1,810,875.22
	Summer Programming		
	Early Reading		
	Interventionists		
	Other	\$337,229.00	\$349,651.00
	Sub-Total		
Student Readiness	AP and Dual Credit/ Enrollment Courses		
	High School Innovation		
	Academic Advising		
	Special Populations		\$52,354.00
	Mental Health		\$234,175.00
	Other		
	Sub-Total		
Educators	Strategic Teacher Retention		
	Grow Your Own		
	Class Size Reduction		
	Other		
	Sub-Total		
Foundations	Technology		\$82,681.44
	High-Speed Internet		
	Academic Space (facilities)	\$44,179.51	\$340,600.37
	Auditing and Reporting		\$29,086.00
	Other		\$85,131.00
	Sub-Total		
Total		\$381,408.51	\$2,984,554.03

Academics

1. Describe strategic allocations to accelerate **Academic Achievement**, including how allocations support the investments identified in the district’s needs assessment.

- TN ALL Corp Tutoring program including salaries/benefits teachers/tutors during the school year and summer from August 2022 – June 2024
- TN ALL Corp Tutoring High Quality Instructional materials for ELA and Math
- TN ALL Corp Tutoring Professional Development for teachers/tutors
- TN ALL Corp Tutoring teacher/tutors will be issued required instructional equipment

This allocation supports priorities identified in the Needs Assessment to accelerate student achievement as follows:

- TN ALL Corps Tutoring Program will provide a variety of tutoring positions to provide targeted evidence-based intervention programming at a low ratio - high dosage rate students who have experienced learning loss during COVID-19.
- Two new k-8 Instructional Coaches will be hired for FY22 and FY23 to provide teacher professional development in ELA and Math to address student's learning loss due to Covid-19. This will include teacher support for before, during, and after school tutoring programs. Programs impacted by this support will be the TN ALL Corps Tutoring Program and Tier I, Tier II, and Tier III tutoring and intervention programs. Instructional Coaches will provide personalized support to teachers in improving their instructional practices to support increased student achievement.
- The implementation of a comprehensive tutoring program requires high quality evidenced-based instructional materials for ELA and Math. These materials will address student's learning loss in ELA and math.

2. Describe initiatives included in the “other” category.

- Learning Coaches for Germantown Online Academy of Learning (GOAL)
- Instructional Coaches (2) to provide PD support for teachers in addressing student’s learning loss
- Curriculum for Germantown Online Academy of Learning (GOAL)

Student Readiness

1. Describe strategic allocations to support **Student Readiness** and the School-Related Supports necessary to access high-quality instruction, including how allocations support the investments identified in the district’s needs assessment.

- Stipends for teachers and therapists to provide services for beyond their contractual duties to support students with disabilities
- Continue the Whole Child Program developed in FY22 – Director and Coordinator salaries and benefits

2. Describe initiatives included in the “other” category.

N/A

Educators

1. Describe strategic allocations to **Recruit, Retain and Support Educators and School Personnel**, including how allocations support the investments identified in the district’s needs assessment.

N/A

2. Describe initiatives included in the “other” category.

N/A

Foundations

1. Describe strategic allocations to **Strengthen Structural Expectations**, including how allocations support the investments identified in the district’s needs assessment.

- The addition of classroom space for Houston middle school to support a return to full-time in-person learning. This funding will be used to assist in the construction of a classroom addition for Houston Middle School. The addition includes 6 regular classrooms and a gymnasium. The addition will be roughly 42,544 square feet. This project also includes replacing the existing 66 HVAC system with a new and improved system and a new/upgraded air filtration system for the classroom addition.
- The purchase of software applications to address identified learning gaps, including virtual instructional platforms and supplemental formative assessments.
- The funding of six additional daytime cleaning positions (one for each physical school).
- Stipends for accountants/bookkeepers to assist in administration of ESSER grants.

This strategic allocation aligns with the priorities identified in GMUSD’s Needs Assessment to Strengthen Structural Expectations described below.

- Expand instructional space at Houston Middle School, with 42,544 square feet including six regular classrooms and a gymnasium. This project also includes updating 66 existing HVAC systems with an upgraded air filtration system for the classroom addition. This will help to ensure safe, in-person learning for five days a week by increasing space for social distancing and reducing transmission of COVID-19 and other infectious diseases.
- Supporting student health for in-person learning by funding six additional daytime cleaning positions and investing in additional costs associated with GMUSD’s custodial contracted services.
- Supporting teachers and students in addressing learning loss with additional software applications.

2. Describe initiatives included in the “other” category.

- Helpdesk technician to assist students with instructional technology and troubleshooting digital platforms.

Monitoring, Auditing, and Reporting

1. Outline how the LEA is continuing to actively monitor allocations; conducting interim audits to ensure an appropriate application of funds; collecting and managing data elements required to be reported; and reporting this information to the community.

The district has included stipends for 5 specialists to assist in the administration of the ESSER Grant funds. These positions will support the Controller and the Chief Financial Officer and the Assistant Superintendent of Human Resources. Responsibilities of the positions will include the pre-audit of purchases to determine allowability and compliance with the program budget and proper coding. The specialists will ensure all procurement and travel procedures and policies are followed. Interim audits of payroll and fringe benefits will be performed to determine whether charges are accurate and allowable. The Controller will work with the fixed asset accountant to ensure equipment purchased is properly inventoried and tagged. Monthly financial reports of expenditures will be prepared and presented to the School Board and will be available to the public.

ESSER pre-monitoring is being conducted by Forvis to ensure all policies and procedures are being adhered to and to determine whether internal controls over the ESSER programs are adequate.

2. Describe how the LEA is meeting the requirements to spend 20 percent of **the total ESSER 3.0 allocation** on direct services to students to address learning loss, or indicate participation in TN ALL Corps.

- **TN ALL Corps Tutoring Plan-** GMSD has began implementation of a comprehensive tutoring program in January 2022. The program includes before/after school tutoring, embedded tutoring during the school day, and summer learning programs/camps that will provide targeted tutoring for student learning loss in math and ELA.
 - Tutoring will be in a high dosage/low ratio setting in reading and math.
 - Students identified will have demonstrated learning loss, prioritizing students identified as "approaching" on grade content
 - Tutoring services are embedded during the school day, two times a week (15 weeks), during the 45-minute grade level RTI/Intervention block for the students who do not receive Tier II or Tier III instruction (a total of 90 minutes weekly). Students receiving Tier II and Tier III intervention, receive tutoring services before or after school in 45-minute sessions for 16 weeks (90 minutes weekly).
- Summer tutoring /learning camps are designed to mitigate learning loss by providing intensive standards-support for students. Students receive an additional: 32 hours of ELA and math instruction; 16 hours of RTI and Science, Technology, Reading, Engineering, Art, and Math-based learning (STREAM). Instruction occurs in a small group setting (1-3 students in grades 1 thru 5 and 1-4 in grades 6-8).

Family and Community Engagement

1. Describe how the LEA has continued to engage in meaningful consultation with stakeholders in the development of the revised plan.

In late July 2022, district leadership staff reviewed the final expenditure report for GMSD’s FY22 ESSER 3.0 budget. Seventy-four percent of the FY22 budget was expended in FY22, the remaining items were either scheduled to be expended in FY23 and/or FY24 specifically the TN ALL Corp Program or had been delayed purposefully to FY23 or FY24. The leadership team developed an updated draft plan for FY23 which did NOT include significant changes to the original plan. The FY21 budget was developed during multiple engagements with stakeholders in the fall of 2021. All responses from all stakeholders were tabulated, compiled, and used for planning purposes was retained for future reference.

The communication department released the draft FY23 budget to stakeholders via email during early August 2022. The email solicited feedback from parents, staff, and students. In addition to being released by email, the surveys were promoted through our websites The Let’s Talk Platform, and social media. Additionally, the staff made paper copies of the survey to distribute to special populations on curriculum nights and/or parents nights scheduled in August 2022. Families of students who are enrolled in the TN ALL Corp Tutoring Program and/or enrolled in the summer programming were sent an additional text message asking them to participate in the survey.

The Superintendent shared the survey, including the draft budget with a local civic group and local elected officials.

A button was added to GMSD’s main webpage for stakeholders to easily locate and provide feedback. A reminder that the feedback was due was delivered on Sunday, September 4th in the Superintendent’s Weekly GMSD Neighborhood.

2. Describe how the LEA engaged at minimum 10 percent of the total stakeholders engaged vs. responses received in the development of the revised plan.

- The district used multiple modes of engagement as outlined in the previous question and through the two-way communication tool, “Let Talk” platform. This ensured the minimum 10% percent of stakeholders were engaged representing each applicable group of the diverse student population.

3. Describe how the LEA engaged a representation of a diverse population of stakeholders.

- GMSD engaged stakeholders, including parents, teachers, students, elected officials, and other civic community members
- With emails, paper surveys, school board meeting, staff meetings, individual conversations, postings on social media.
- GMSD also utilized engagement via text messaging and email notification through the “Let’s Talk” platform to students and parents.
- GMSD engaged stakeholders through the Superintendent’s Weekly GMSD Neighborhood.

4. Describe how the LEA used multiple modes of engagement (such as surveys, scheduled in-person or virtual meetings, and town halls) to gain input from stakeholders in the development of the revised plan.

- In-person Board of Education work meeting.
- Website and social media platforms
- Text messages and email notifications via “Let’s Talk Platform”.
- Superintendent’s Weekly GMSD Neighborhood.

