

GMSD Board Business Meeting
July 27, 2023 6:00 PM
Board Room, GMSD Office

1. Call to Order
2. Moment of Silence
3. Pledge of Allegiance
4. Approval of Agenda
5. Recognitions and Awards
6. REPORTS
 - 6.A. TN Legislative Update
 - 6.B. Chairman's Report
 - 6.C. Financial Report
 - 6.D. Superintendent's Report
7. Public Comment / Citizens to be heard
8. CONSENT AGENDA
 - 8.A. Approval of the Minutes
 - 8.B. Revision of Policies - Second Reading
 - 8.C. Revision of Policies - First Reading
 - 8.D. Miscellaneous FY 23-24 Budget Amendment # 1
9. BOARD ACTION ITEMS
 - 9.A. Board Attorney
10. Announcements
11. Adjournment

Germantown Municipal School District

BALANCE SHEET

All Funds

As of Month Ending May 31, 2023

	School Operating	Federal Projects	Cafeteria	Capital Projects	Health Insurance	OPEB Trust	General Fixed Asset Account Group	Total
ASSETS								
Cash and Cash Equivalents	1,742,682.78	(381,337.09)	1,400,950.21	877,028.43	1,310,047.65	138,920.62	-	5,088,292.60
Investments - LGIP	24,741,657.48	-	-	-	1,094,814.40	4,524,490.27	-	30,360,962.15
Investments - Money Market	503,276.21	-	-	-	-	-	-	503,276.21
Accrued Interest	-	-	-	-	-	359.73	-	359.73
Accounts Receivable	17,759.79	-	-	-	-	-	-	17,759.79
Due from Other Govts	-	401,222.94	44,829.07	-	-	-	-	446,052.01
Due from City	-	-	-	-	-	-	-	-
Due from Schools	-	-	-	-	-	-	-	-
Due from Other Funds	37,921.72	-	-	-	-	-	-	37,921.72
Restricted Investments - SRT	959,580.00	-	-	-	-	-	-	959,580.00
Prepaid Expenses	15,818.04	-	-	-	-	-	-	15,818.04
Fixed Assets:	-	-	-	-	-	-	-	-
Land	-	-	-	-	-	-	6,377,894.00	6,377,894.00
Land Improvements	-	-	-	-	-	-	1,970,270.25	1,970,270.25
Buildings	-	-	-	-	-	-	111,988,505.44	111,988,505.44
Improvements	-	-	-	-	-	-	2,617,910.80	2,617,910.80
Equipment	-	-	-	-	-	-	18,817,948.28	18,817,948.28
Construction-in-Progress	-	-	-	-	-	-	21,452,545.41	21,452,545.41
Accumulated Depreciation	-	-	-	-	-	-	(28,059,030.98)	(28,059,030.98)
ASSETS TOTAL	28,018,696.02	19,885.85	1,445,779.28	877,028.43	2,404,862.05	4,663,770.62	135,166,043.20	172,596,065.45
LIABILITIES								
Accounts Payable	537,316.47	19,885.85	130,749.29	-	567.00	-	-	688,518.61
Accrued Expenses	88,955.42	-	-	-	706,035.00	-	-	794,990.42
Due to the City of Germantown	-	-	-	-	-	-	-	-
Due to Schools	67.30	-	-	-	-	-	-	67.30
Due to Other Funds	-	-	-	-	-	-	-	-
Unearned Revenue	69,145.00	-	71,427.28	-	-	-	-	140,572.28
LIABILITIES TOTAL	695,484.19	19,885.85	202,176.57	-	706,602.00	-	-	1,624,148.61
FUND BALANCE								
Change in Fund Balance	402,852.01	-	369,750.76	235,866.68	173,457.19	671,776.08	5,071,551.78	6,925,254.50
Beginning Fund Balance	26,920,359.82	-	873,851.95	641,161.75	1,524,802.86	3,991,994.54	130,094,491.42	164,046,662.34
Ending Fund Balance	27,323,211.83	-	1,243,602.71	877,028.43	1,698,260.05	4,663,770.62	135,166,043.20	170,971,916.84
LIABILITIES AND FUND BAL TOTAL	28,018,696.02	19,885.85	1,445,779.28	877,028.43	2,404,862.05	4,663,770.62	135,166,043.20	172,596,065.45
VARIANCE	-	-	-	-	-	-	-	-

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending May 31, 2023

	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
REVENUES:					
BEP Revenue	31,086,000.00	-	28,046,700.00	(3,039,300.00)	90.22%
Shelby County:					
Property Taxes	16,987,940.00	279,125.47	17,110,203.26	122,263.26	100.72%
Sales Tax	9,165,224.00	850,756.74	7,669,549.11	(1,495,674.89)	83.68%
Wheel Tax	1,477,882.00	-	1,281,074.85	(196,807.15)	86.68%
City of Germantown:					
Maintenance of Effort	3,082,068.00	256,838.67	2,825,225.37	(256,842.63)	91.67%
PEG Funding	127,000.00	-	62,648.59	(64,351.41)	49.33%
Mixed Drink Tax	204,000.00	21,855.58	170,295.50	(33,704.50)	83.48%
Other Local Revenue	240,420.00	211,397.89	989,156.07	748,736.07	411.43%
Tuition	248,345.00	9,750.00	78,135.00	(170,210.00)	31.46%
Other State Revenue	1,500,939.00	57,390.81	342,413.89	(1,158,525.11)	22.81%
Transfers - Indirect Costs	70,000.00	-	-	(70,000.00)	0.00%
Reserves	10,063,851.96	-	-	(10,063,851.96)	0.00%
TOTAL REVENUES	74,253,669.96	1,687,115.16	58,575,401.64	(15,678,268.32)	78.89%
EXPENDITURES:					
Regular Instruction					
Salaries & Wages	22,330,944.00	1,790,271.19	18,090,939.73	(4,240,004.27)	81.01%
Benefits	5,593,755.00	475,351.47	4,640,414.00	(953,341.00)	82.96%
Maint & Rep - Equipment	12,000.00	1,670.00	9,720.26	(2,279.74)	81.00%
Travel	2,700.00	519.40	2,515.81	(184.19)	93.18%
Other Contract Svcs	1,043,791.00	195,194.44	925,458.86	(118,332.14)	88.66%
Inst. Supplies	627,323.62	9,944.39	232,055.28	(395,268.34)	36.99%
Textbooks	1,135,681.81	-	15,205.30	(1,120,476.51)	1.34%
Software	354,697.00	2,400.00	233,723.81	(120,973.19)	65.89%
Other Supplies	206,332.00	-	144,803.26	(61,528.74)	70.18%
Other Charges	32,384.00	-	17,677.27	(14,706.73)	54.59%
Equipment	1,019,561.00	124,653.16	864,778.89	(154,782.11)	84.82%
Total Regular Instruction	32,359,169.43	2,600,004.05	25,177,292.47	(7,181,876.96)	77.81%
Alternative Education					
Salaries & Wages	317,858.00	26,630.85	266,494.85	(51,363.15)	83.84%
Benefits	82,838.00	6,474.78	61,612.02	(21,225.98)	74.38%
Inst. Supplies	2,000.00	-	332.44	(1,667.56)	0.00%
Equipment	2,000.00	-	109.00	(1,891.00)	5.45%
Total Alternative Education	404,696.00	33,105.63	328,548.31	(76,147.69)	81.18%
Special Education					
Salaries & Wages	4,197,043.00	327,086.68	3,235,737.60	(961,305.40)	77.10%
Benefits	1,095,732.00	90,863.91	873,656.68	(222,075.32)	79.73%
Contract w/Priv. Agencies	44,900.00	151.80	44,900.00	0.00	100.00%
Contracts for Sub Teachers	10,000.00	-	7,675.50	(2,324.50)	76.76%
Noncertified Subs	5,000.00	(82.89)	4,917.11	(82.89)	98.34%
Inst. Supplies	24,300.00	-	20,706.68	(3,593.32)	85.21%
Equipment	3,000.00	617.95	2,600.75	(399.25)	86.69%
Total Special Education	5,379,975.00	418,637.45	4,190,194.32	(1,189,780.68)	77.89%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending May 31, 2023

Career & Technical Education	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Salaries & Wages	1,024,223.00	77,029.98	784,769.10	(239,453.90)	76.62%
Benefits	298,158.00	22,091.81	218,383.87	(79,774.13)	73.24%
Maintenance & Repairs	1,000.00	-	-	(1,000.00)	0.00%
Inst. Supplies	540,000.00	14,286.59	27,286.59	(512,713.41)	5.05%
Building Improvements	30,000.00	-	-	(30,000.00)	0.00%
Equipment	32,547.75	2,286.00	2,286.00	(30,261.75)	7.02%
Total Career & Technical Education	1,925,928.75	115,694.38	1,032,725.56	(893,203.19)	53.62%
Attendance & Planning					
Salaries & Wages	619,118.00	51,450.10	543,038.37	(76,079.63)	87.71%
Benefits	157,724.00	10,960.84	112,612.56	(45,111.44)	71.40%
Travel	750.00	-	-	(750.00)	0.00%
Other Contract Svcs.	1,000.00	-	78.39	(921.61)	0.00%
Other Supplies	3,758.71	710.65	1,319.78	(2,438.93)	35.11%
Inservice/Staff Dev.	18,991.29	2,344.51	18,494.88	(496.41)	97.39%
Other Charges	11,000.00	-	6,812.58	(4,187.42)	61.93%
Total Attendance & Planning	812,342.00	65,466.10	682,356.56	(129,985.44)	84.00%
Health Services					
Salaries & Wages	94,078.00	6,094.08	73,496.51	(20,581.49)	78.12%
Benefits	29,364.00	2,098.60	20,738.27	(8,625.73)	70.62%
Other Contract Svcs.	429,600.00	10,619.75	119,635.65	(309,964.35)	27.85%
Other Supplies	24,924.00	2,390.38	17,337.94	(7,586.06)	69.56%
Inservice/Staff Dev.	4,000.00	-	3,999.99	(0.01)	100.00%
Other Charges	3,000.00	-	2,999.98	(0.02)	100.00%
Equipment	3,000.00	-	3,000.00	0.00	100.00%
Total Health Services	587,966.00	21,202.81	241,208.34	(346,757.66)	41.02%
Other Student Support/Guidance					
Salaries & Wages	1,280,875.00	98,294.08	1,004,037.74	(276,837.26)	78.39%
Benefits	324,445.00	24,308.93	242,247.58	(82,197.42)	74.67%
Other Contract Svcs.	30,000.00	2,456.00	8,535.00	(21,465.00)	28.45%
Other Supplies	8,655.00	115.73	223.73	(8,431.27)	2.58%
Inservice/Staff Dev.	30,000.00	1,411.35	27,142.78	(2,857.22)	90.48%
Other Charges	8,195.00	-	8,195.00	0.00	100.00%
Other Equipment	42,860.00	-	36,890.00	(5,970.00)	86.07%
Total Other Student Support	1,725,030.00	126,586.09	1,327,271.83	(397,758.17)	76.94%
Reg. Instruction Support					
Salaries & Wages	1,896,698.00	151,968.80	1,619,388.41	(277,309.59)	85.38%
Benefits	458,857.00	40,354.60	423,327.02	(35,529.98)	92.26%
Consultants	68,000.00	4,500.00	48,450.00	(19,550.00)	71.25%
Travel	1,000.00	-	533.39	(466.61)	53.34%
Library Books/Media	43,400.00	-	43,400.00	0.00	100.00%
Other Supplies	13,500.00	2,976.96	10,453.98	(3,046.02)	77.44%
Inservice/Staff Dev.	65,400.00	6,061.88	43,442.20	(21,957.80)	66.43%
Other Charges	11,833.00	946.95	6,082.42	(5,750.58)	51.40%
Other Equipment	17,176.00	2,544.39	8,804.63	(8,371.37)	51.26%
Total Reg. Instruction Support	2,575,864.00	209,353.58	2,203,882.05	(371,981.95)	85.56%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending May 31, 2023

SPED Support	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Salaries & Wages	1,591,410.00	132,790.50	1,351,373.37	(240,036.63)	84.92%
Benefits	406,605.00	33,946.72	341,008.04	(65,596.96)	83.87%
Contract w/Priv. Agencies	11,000.00	-	11,000.00	0.00	100.00%
Travel	5,500.00	799.17	4,053.86	(1,446.14)	73.71%
Other Supplies	8,000.00	382.41	5,866.37	(2,133.63)	73.33%
Inservice/Staff Dev.	19,000.00	-	18,980.84	(19.16)	99.90%
Other Charges	2,500.00	18.43	1,756.74	(743.26)	70.27%
Total SPED Support	2,044,015.00	167,937.23	1,734,039.22	(309,975.78)	84.83%
Career and Technical Support					
Director/ Supervisor	19,821.00	1,651.76	18,369.36	(1,451.64)	92.68%
Benefits	5,938.00	495.16	5,209.91	(728.09)	87.74%
Other Supplies	1,953.00	1,032.74	1,343.79	(609.21)	68.81%
Inservice/Staff Dev.	4,000.00	-	3,812.17	(187.83)	95.30%
Total Vocational Support	31,712.00	3,179.66	28,735.23	(2,976.77)	90.61%
Technology					
Salaries & Wages	734,345.00	67,707.54	642,954.79	(91,390.21)	87.55%
Benefits	229,524.00	18,146.83	167,786.35	(61,737.65)	73.10%
Communications	90,400.00	5,893.87	57,757.44	(32,642.56)	63.89%
Consultants	13,500.00	-	9,430.00	(4,070.00)	69.85%
Maintenance & Repairs	72,698.00	3,331.00	55,112.18	(17,585.82)	75.81%
Internet Connectivity	233,614.45	15,651.20	156,512.00	(77,102.45)	67.00%
Travel	1,000.00	85.68	427.40	(572.60)	42.74%
Office Supplies	500.00	52.11	375.91	(124.09)	75.18%
Cabling	10,000.00	-	10,000.00	0.00	100.00%
Software	527,795.00	-	426,608.99	(101,186.01)	80.83%
Other Supplies	23,000.00	1,525.64	16,161.32	(6,838.68)	70.27%
Inservice/Staff Dev.	8,000.00	81.20	1,764.52	(6,235.48)	22.06%
Other Charges	26,000.00	449.99	6,213.63	(19,786.37)	23.90%
Adm Equipment	80,057.21	193.84	78,218.05	(1,839.16)	97.70%
Other Equipment	12,000.00	3,893.00	11,982.54	(17.46)	99.85%
Total Technology	2,062,433.66	117,011.90	1,641,305.12	(421,128.54)	79.58%
Board of Education					
Salaries & Wages	21,500.00	-	21,500.00	0.00	100.00%
Benefits	42,645.00	300.44	35,805.26	(6,839.74)	83.96%
OPEB	630,000.00	-	629,553.00	(447.00)	99.93%
Audit Services	65,000.00	-	62,200.00	(2,800.00)	95.69%
Dues & Memberships	21,000.00	7,934.00	17,484.00	(3,516.00)	83.26%
Legal Services	210,000.00	24,576.00	140,451.50	(69,548.50)	66.88%
Other Contract Svcs.	92,000.00	-	89,110.00	(2,890.00)	96.86%
Other Supplies	1,000.00	-	400.01	(599.99)	40.00%
Judgments	357,453.00	-	357,420.00	(33.00)	99.99%
Liability Insurance	100,748.00	-	62,277.00	(38,471.00)	61.81%
Surety Bond Premium	300.00	-	300.00	0.00	100.00%
Trustee Commissions	459,316.00	14,022.58	417,545.18	(41,770.82)	90.91%
Workers' Compensation	80,000.00	2,427.84	66,888.98	(13,111.02)	83.61%
Inservice/Staff Dev.	20,000.00	178.33	9,195.09	(10,804.91)	45.98%
Total Board of Education	2,100,962.00	49,439.19	1,910,130.02	(190,831.98)	90.92%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending May 31, 2023

Superintendent	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Salaries & Wages	434,829.00	34,958.32	385,574.65	(49,254.35)	88.67%
Benefits	113,033.00	9,623.38	99,301.86	(13,731.14)	87.85%
Dues & Memberships	9,500.00	-	3,094.00	(6,406.00)	32.57%
Postal Charges	10,000.00	126.00	6,669.14	(3,330.86)	66.69%
Travel	5,000.00	-	-	(5,000.00)	0.00%
Other Contracted Svcs.	29,600.00	868.29	15,966.86	(13,633.14)	53.94%
Office Supplies	20,000.00	695.89	12,709.27	(7,290.73)	63.55%
Other Supplies	63,250.00	3,078.38	32,455.88	(30,794.12)	51.31%
Inservice/Staff Dev.	21,200.00	368.56	12,749.34	(8,450.66)	60.14%
Other Charges	1,000.00	-	69.86	(930.14)	6.99%
Total Superintendent	707,412.00	49,718.82	568,590.86	(138,821.14)	80.38%
Office of the Principal					
Salaries & Wages	3,317,035.00	280,066.41	2,854,659.67	(462,375.33)	86.06%
Benefits	870,170.00	69,811.50	697,714.21	(172,455.79)	80.18%
Other Contract Svcs.	30,000.00	-	30,000.00	0.00	100.00%
Office Supplies	800.00	-	-	(800.00)	0.00%
Other Supplies	147,000.00	-	146,999.00	(1.00)	100.00%
Inservice/Staff Dev.	11,525.00	4,250.42	9,515.17	(2,009.83)	82.56%
Other Charges	14,975.00	-	14,975.00	0.00	100.00%
Total Office of the Principal	4,391,505.00	354,128.33	3,753,863.05	(637,641.95)	85.48%
Fiscal Services					
Salaries & Wages	435,970.00	41,120.33	387,888.60	(48,081.40)	88.97%
Benefits	109,334.00	9,071.76	89,372.73	(19,961.27)	81.74%
Dues & Memberships	700.00	-	360.00	(340.00)	51.43%
Travel	600.00	-	50.13	(549.87)	8.36%
Other Contract Svcs.	4,000.00	-	760.00	(3,240.00)	19.00%
Office Supplies	5,000.00	378.85	2,759.18	(2,240.82)	55.18%
Software	93,000.00	-	60,292.72	(32,707.28)	64.83%
Inservice/Staff Dev.	6,000.00	-	5,654.88	(345.12)	94.25%
Other Charges	17,250.00	730.61	9,192.59	(8,057.41)	53.29%
Other Equipment	1,500.00	-	904.11	(595.89)	60.27%
Total Fiscal Services	673,354.00	51,301.55	557,234.94	(116,119.06)	82.76%
Human Resources					
Salaries & Wages	422,626.00	32,488.68	340,986.41	(81,639.59)	80.68%
Benefits	107,798.00	7,429.74	71,659.45	(36,138.55)	66.48%
Dues & Memberships	720.00	-	-	(720.00)	0.00%
Travel	100.00	-	-	(100.00)	0.00%
Other Contract Svcs.	6,500.00	-	6,500.00	0.00	100.00%
Office Supplies	2,000.00	341.75	1,303.07	(696.93)	65.15%
Software	15,200.00	-	12,419.31	(2,780.69)	81.71%
Other Supplies	1,200.00	-	762.50	(437.50)	63.54%
Inservice/Staff Dev.	40,815.00	4,968.89	31,435.79	(9,379.21)	77.02%
Other Charges	2,000.00	-	1,364.25	(635.75)	68.21%
Total Human Resources	598,959.00	45,229.06	466,430.78	(132,528.22)	77.87%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending May 31, 2023

Operation of Plant	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Salaries & Wages	361,287.00	28,336.12	315,234.48	(46,052.52)	87.25%
Benefits	116,469.00	9,017.20	91,723.57	(24,745.43)	78.75%
Janitorial Services	1,040,000.00	200,293.04	987,166.96	(52,833.04)	94.92%
Other Contract Svcs.	184,480.00	9,874.87	157,365.64	(27,114.36)	85.30%
Utilities	1,152,000.00	116,266.96	1,036,085.47	(115,914.53)	89.94%
Property Insurance	273,232.00	-	271,338.70	(1,893.30)	99.31%
Other Charges	50,000.00	1,922.00	34,611.45	(15,388.55)	69.22%
Equipment	5,000.00	-	2,119.23	(2,880.77)	42.38%
Total Operation of Plant	3,182,468.00	365,710.19	2,895,645.50	(286,822.50)	90.99%
Maintenance of Plant					
Salaries & Wages	535,580.00	42,899.64	481,900.67	(53,679.33)	89.98%
Benefits	150,383.00	11,791.48	124,350.24	(26,032.76)	82.69%
Dues & Memberships	5,000.00	-	4,970.00	(30.00)	99.40%
Maintenance & Repairs	849,584.30	63,210.61	741,249.28	(108,335.02)	87.25%
Travel	18,000.00	654.08	7,367.41	(10,632.59)	40.93%
Other Contract Svcs.	10,000.00	9,536.34	9,536.34	(463.66)	95.36%
Office Supplies	1,500.00	-	1,017.71	(482.29)	67.85%
Inservice/Staff Dev.	7,000.00	-	3,810.76	(3,189.24)	54.44%
Total Maintenance of Plant	1,577,047.30	128,092.15	1,374,202.41	(202,844.89)	87.14%
Transportation					
Contracts w/Other Schools	79,445.00	6,620.00	72,820.00	(6,625.00)	91.66%
Contracts w/Private Agencies	1,650,000.00	142,026.90	1,270,532.23	(379,467.77)	77.00%
Diesel	225,000.00	15,252.84	170,146.40	(54,853.60)	75.62%
Total Transportation	1,954,445.00	163,899.74	1,513,498.63	(440,946.37)	77.44%
Safety					
Benefits	0.00	-	-	0.00	#DIV/0!
Maintenance & Repairs	-	-	-	0.00	#DIV/0!
Office Supplies	250.00	16.47	16.47	(233.53)	6.59%
Other Supplies & Materials	500.00	-	-	(500.00)	0.00%
Inservice/Staff Dev.	5,000.00	-	4,033.80	(966.20)	80.68%
Other Charges	19,944.00	-	15,397.00	(4,547.00)	77.20%
Other Equipment	11,000.00	-	3,805.00	(7,195.00)	34.59%
Total Safety	36,694.00	16.47	23,252.27	(13,441.73)	63.37%
Capital Outlay					
Other Salaries & Wages	15,000.00	-	6,148.62	(8,851.38)	40.99%
Benefits	-	-	986.30	986.30	#DIV/0!
Architects	301,006.25	2,297.50	227,663.48	(73,342.77)	75.63%
Transfer to Other Funds	528,225.00	-	381,578.33	(146,646.67)	72.24%
Building Construction	5,923,841.18	440,494.77	5,678,337.45	(245,503.73)	95.86%
Building Improvements	988,807.94	4,553.03	270,206.25	(718,601.69)	27.33%
Other Capital Outlay	1,338,411.45	131,093.28	(42,778.27)	(1,381,189.72)	-3.20%
Total Capital Outlay	9,095,291.82	578,438.58	6,522,142.16	(2,565,284.58)	71.71%
Summer Schools - Fed Thru State					
Café Personnel	10,400.00	-	-	(10,400.00)	0.00%
Food Supplies	16,000.00	-	-	(16,000.00)	0.00%
Summer Schools - Fed Thru State	26,400.00	-	-	(26,400.00)	0.00%
Transfers to Cafeteria Fund	0.00	-	-	0.00	#DIV/0!
EXPENDITURES TOTAL	74,253,669.96	5,664,152.96	58,172,549.63	(16,081,120.33)	78.34%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
SCHOOL OPERATING FUND
As of Month Ending May 31, 2023

TOTAL FUND BALANCE

0.00

(3,977,037.80)

402,852.01

Germantown Municipal School District
REVENUE and EXPENSE REPORT
FEDERAL PROJECTS FUND
As of Month Ending May 31, 2023

	BUDGET	Month	FYTD	EXPENDED
REVENUES:				
Consolidated Admin	121,867.00	9,351.06	102,752.40	84.32%
Title I	1,106,236.00	57,447.61	904,797.64	81.79%
Title II	138,023.00	20,242.48	68,031.54	49.29%
Title III	12,264.00	-	11,770.11	95.97%
Title IV	90,278.00	5,701.48	71,959.30	79.71%
IDEA, Part B	1,947,965.00	123,999.60	1,000,458.97	51.36%
IDEA, Preschool	22,187.00	6,333.73	10,766.28	48.53%
Carl Perkins - Basic	63,290.00	3,511.05	53,476.98	84.50%
IDEA Implementation Grant	60,503.00	7,500.00	49,948.05	82.55%
IDEA TAS Incentive Funds	5,500.00	-	4,500.00	81.82%
ESSER 2.0	381,409.00	10,399.76	288,748.50	75.71%
ESSER 3.0	2,984,554.00	124,344.87	1,184,567.79	39.69%
ESSER Planning Grant	110,780.00	-	20,235.00	18.27%
ARP IDEA	149,191.00	33,152.40	97,278.65	65.20%
ARP IDEA Preschool	12,581.00	-	12,581.00	100.00%
ELC Grant	1,031,694.00	55,754.54	669,388.61	64.88%
TN All Corps Grant	458,298.00	124,145.87	269,311.65	58.76%
Fiscal Premonitoring Grant	31,700.00	-	10,000.00	31.55%
TOTAL REVENUES	8,728,320.00	581,884.45	4,830,572.47	55.34%

EXPENDITURES:				
Title - Cons Admin				
Salaries & Wages	82,592.00	7,489.20	75,631.20	91.57%
Benefits	20,498.00	1,861.86	18,411.54	89.82%
Indirect Costs	5,240.00	-	-	0.00%
Inservice/Staff Dev.	10,537.00	-	5,954.66	56.51%
Other Equipment	3,000.00	-	2,755.00	91.83%
Total Title - Cons Admin	121,867.00	9,351.06	102,752.40	84.32%

Title I				
Salaries & Wages	336,451.00	48,283.02	269,863.89	80.21%
Benefits	73,107.00	8,668.39	53,905.22	73.73%
Contracts for Sub Teachers	38,154.96	-	35,219.00	92.31%
Other Contract Svcs	22.68	-	-	0.00%
Inst. Supplies	266,163.69	496.20	251,664.37	94.55%
Other Supplies & Materials	3,380.00	-	2,779.45	82.23%
Indirect costs	12,134.07	-	-	0.00%
Inservice/Staff Dev.	206,560.15	-	161,659.92	78.26%
Other Charges	5,375.45	-	1,234.04	22.96%
Regular Instruction Equipment	164,887.00	-	128,471.75	77.92%
Total Title I	1,106,236.00	57,447.61	904,797.64	81.79%

Title II				
Salaries & Wages	46,065.00	6,925.20	42,427.20	92.10%
Benefits	12,242.00	1,428.15	9,904.15	80.90%
Contracts for Sub Teachers	2,580.00	1,548.00	1,806.00	70.00%
Indirect Costs	4,441.00	-	-	0.00%
Inservice/Staff Dev.	72,695.00	10,341.13	13,894.19	19.11%
Total Title II	138,023.00	20,242.48	68,031.54	49.29%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
FEDERAL PROJECTS FUND
As of Month Ending May 31, 2023

Title III				
Instructional Supplies & Materials	10,514.00	-	10,375.11	98.68%
Inservice/Staff Dev.	1,750.00	-	1,395.00	79.71%
Total Title III	12,264.00	-	11,770.11	95.97%
Title IV				
Contracts for Sub Teachers	7,353.00	1,161.00	3,354.00	45.61%
Instructional Supplies & Materials	13,531.00	908.16	9,758.47	72.12%
Other Supplies	11,219.00	-	11,054.87	98.54%
Indirect Costs	1,000.00	-	-	0.00%
Inservice/Staff Dev.	42,875.00	3,632.32	33,497.23	78.13%
Regular Instruction Equipment	14,300.00	-	14,294.73	99.96%
Total Title IV	90,278.00	5,701.48	71,959.30	79.71%
Carl Perkins - Basic				
Travel	10,000.00	-	10,000.00	100.00%
Other Contract Svcs	3,500.00	2,193.00	3,225.00	92.14%
Instructional Supplies & Materials	20,275.00	-	17,200.00	84.83%
Other Supplies	14,000.00	-	11,740.00	83.86%
Inservice/Staff Dev.	15,515.00	1,318.05	11,311.98	72.91%
Total Carl Perkins - Basic	63,290.00	3,511.05	53,476.98	84.50%
IDEA Implementation Grant				
Salaries & Wages	13,286.00	-	4,000.00	30.11%
Benefits	1,885.00	-	616.05	32.68%
Evaluation & Testing	7,500.00	7,500.00	7,500.00	100.00%
Instructional Supplies & Materials	37,832.00	-	37,832.00	100.00%
Total IDEA Implementation Grant	60,503.00	7,500.00	49,948.05	82.55%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
FEDERAL PROJECTS FUND
As of Month Ending May 31, 2023

IDEA B				
Salaries & Wages	962,629.00	67,981.80	664,758.98	69.06%
Benefits	332,404.00	17,831.78	172,571.14	51.92%
Contracts W/Private Agencies	155,000.00	8,914.00	31,865.84	20.56%
Evaluation & Testing	60,000.00	(6,691.50)	6,973.23	11.62%
Maintenance & Repairs-Vehicles	3,000.00	-	-	0.00%
Travel	1,600.00	-	413.62	25.85%
Contracts for Sub Teachers	20,000.00	-	-	0.00%
Noncertified Subs	13,500.00	-	1,032.60	7.65%
Other Contract Svcs.	15,000.00	-	120.00	0.80%
Fuel	4,000.00	239.35	1,458.99	36.47%
Instr. Supplies	160,332.00	8,465.20	66,687.41	41.59%
Other Supplies	62,000.00	6.09	2,516.59	4.06%
Indirect costs	30,000.00	-	-	0.00%
Vehicle Insurance	1,000.00	-	225.80	22.58%
Inservice/Staff Dev.	100,000.00	10,760.30	35,314.22	35.31%
Other Charges	2,500.00	-	-	0.00%
Special Education Equipment	25,000.00	16,492.58	16,520.55	66.08%
Total IDEA B	1,947,965.00	123,999.60	1,000,458.97	51.36%

IDEA Preschool				
Contracts W/Private Agencies	9,514.00	-	-	0.00%
Instr. Supplies	6,885.00	4,627.45	5,984.09	86.91%
Indirect Costs	788.00	-	-	0.00%
Inservice/Staff Dev.	3,000.00	135.00	2,999.81	99.99%
Equipment	2,000.00	1,571.28	1,782.38	89.12%
Total IDEA Preschool	22,187.00	6,333.73	10,766.28	48.53%

IDEA TAS Incentive Funds				
Instructional Supplies & Materials	5,500.00	-	4,500.00	81.82%
Total IDEA TAS Incentive Funds	5,500.00	-	4,500.00	81.82%

Fiscal Premonitoring Grant				
Oth Contracted Services	31,700.00	-	10,000.00	31.55%
Total Fiscal Premonitoring Grant	31,700.00	-	10,000.00	31.55%

ESSER 2.0				
Salaries & Wages	32,000.00	9,000.00	18,000.00	56.25%
Benefits	5,229.00	1,399.76	2,795.50	53.46%
Contracts W/Private Agencies	300,000.00	-	223,773.00	74.59%
Building Construction	44,180.00	-	44,180.00	100.00%
Total ESSER 2.0	381,409.00	10,399.76	288,748.50	75.71%

Germantown Municipal School District
REVENUE and EXPENSE REPORT
FEDERAL PROJECTS FUND
As of Month Ending May 31, 2023

ESSER 3.0				
Salaries & Wages	2,335,478.00	107,216.11	908,413.41	38.90%
Benefits	433,647.00	17,128.76	139,550.84	32.18%
Communication	17,922.00	-	17,922.00	100.00%
Instructional Supplies & Materials	76,400.00	-	3,609.56	4.72%
Software	82,681.00	-	82,681.44	100.00%
Building Construction	31,667.00	-	31,667.00	100.00%
Reg Instruction Equipment	6,759.00	-	723.54	10.70%
Total ESSER 3.0	2,984,554.00	124,344.87	1,184,567.79	39.69%

ESSER Planning Grant				
Other Contracted Svcs	110,780.00	-	20,235.00	18.27%
Total ESSER Planning Grant	110,780.00	-	20,235.00	18.27%

ARP IDEA				
Salaries & Wages	5,000.00	187.50	5,275.00	105.50%
Benefits	450.00	14.35	79.81	17.74%
Evaluation & Testing	25,000.00	10,659.70	22,813.99	91.26%
Instructional Supplies & Materials	69,741.00	8,448.09	35,787.87	51.32%
Other Supplies	10,000.00	4,547.26	9,865.98	98.66%
Indirect Costs	4,000.00	-	-	0.00%
Inservice/Staff Dev.	15,000.00	75.00	14,025.00	93.50%
Special Education Equipment	20,000.00	9,220.50	9,431.00	47.16%
Total ARP IDEA	149,191.00	33,152.40	97,278.65	65.20%

ARP IDEA Preschool				
Contracts W/Private Agencies	12,581.00	-	12,581.00	100.00%
Total ARP IDEA Preschool	12,581.00	-	12,581.00	100.00%

Epidemiology & Lab Capacity (ELC) Grant				
Salaries & Wages	727,298.00	41,803.66	507,025.60	69.71%
Benefits	124,628.00	9,468.13	91,893.94	73.73%
Other Charges	25,000.00	1,905.00	5,848.31	23.39%
Bldg Improvements	75,000.00	2,577.75	43,628.45	58.17%
Health Equipment	79,768.00	-	20,992.31	26.32%
Total Epidemiology & Lab Capacity (ELC) Grant	1,031,694.00	55,754.54	669,388.61	64.88%

TN All Corps				
Salaries & Wages	420,000.00	107,850.00	235,270.00	56.02%
Benefits	32,298.00	16,295.87	29,728.93	92.05%
Other Supplies & Materials	6,000.00	-	4,312.72	71.88%
Total TN All Corps	458,298.00	124,145.87	269,311.65	58.76%

Total Expenditures	8,728,320.00	581,884.45	4,830,572.47	55.34%
TOTAL FUND BALANCE	0.00	-	-	

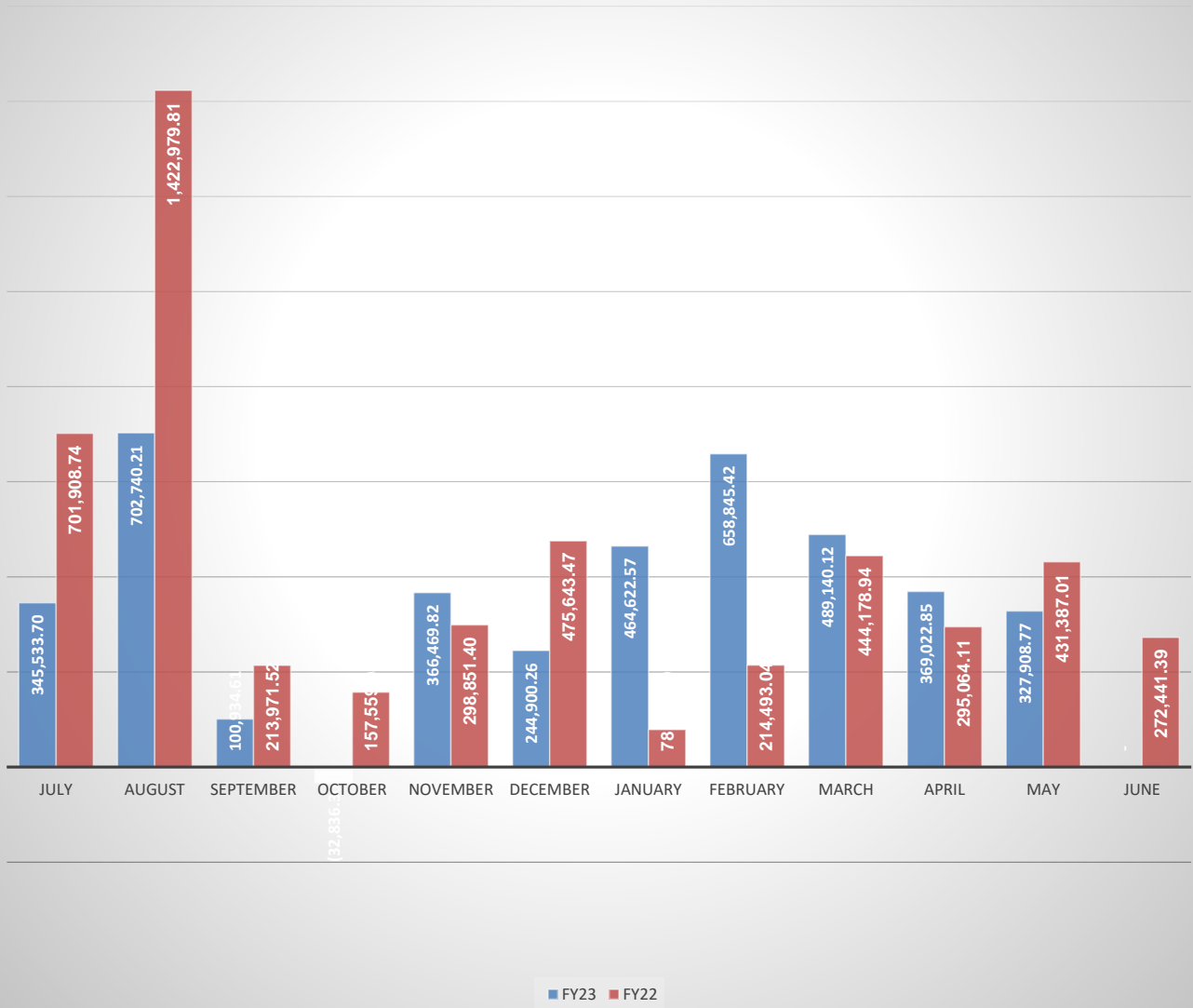
Germantown Municipal School District
REVENUE and EXPENSE REPORT
HEALTH INSURANCE FUND
As of Month Ending May 31, 2023

	Month	FYTD	BUDGET	EXPENDED
REVENUES:				
Employee Contributions	188,635.50	1,774,246.82	1,766,260.00	100.45%
Employer Contributions	347,804.17	3,274,847.05	3,295,640.00	99.37%
Other Income	-	86,815.65	200,000.00	43.41%
Interest Income	4,468.59	35,242.69	-	0.00%
Reserves	-	-	998,100.00	0.00%
TOTAL REVENUES:	540,908.26	5,171,152.21	6,260,000.00	82.61%
EXPENDITURES:				
Medical Claims	327,908.77	4,036,462.98	5,000,000.00	80.73%
Stop-Loss Premiums	69,290.92	726,768.87	960,000.00	75.71%
Administrative Expenses	27,064.77	234,463.17	300,000.00	78.15%
TOTAL EXPENDITURES:	424,264.46	4,997,695.02	6,260,000.00	79.84%
FUND BALANCE	116,643.80	173,457.19	-	

	FY 23 Cash Basis Claims	FY 22 Cash Basis Claims		
July	345,533.70	701,908.74		
August	702,740.21	1,422,979.81		
September	100,934.61	213,971.52		
October	(32,836.30)	157,559.98		
November	366,469.82	298,851.40		
December	244,900.26	475,643.47		
January	464,622.57	78,681.79		
February	658,845.42	214,493.04		
March	489,140.12	444,178.94		
April	369,022.85	295,064.11		
May	327,908.77	431,387.01		
June	-	272,441.39		
Y-T-D	4,037,282.03	5,007,161.20	Monthly Average Budgeted	416,666.67

Germantown Municipal School District
REVENUE and EXPENSE REPORT
HEALTH INSURANCE FUND
 As of Month Ending May 31, 2023

Analysis of Cash Basis Claims for FY 2022-23



Germantown Municipal School District
REVENUE and EXPENSE REPORT
CAPITAL PROJECTS FUND
As of Ending May 31, 2023

	<u>BUDGET</u>	<u>Month</u>	<u>YTD</u>	<u>EXPENDED</u>
REVENUES:				
County Commission	1,500,000.00	-	835,321.68	55.69%
Bonds Issued	2,500,000.00	-	867,521.03	34.70%
Transfers from City of Germantown	1,000,000.00	-	63,618.50	0.00%
Interest Income	-	-	-	0.00%
Reserves	-	-	-	0.00%
TOTAL REVENUES:	<u>5,000,000.00</u>	<u>-</u>	<u>1,766,461.21</u>	<u>35.33%</u>
EXPENDITURES:				
Building Construction	3,566,620.00	-	1,466,976.03	41.13%
Building Improvements	1,433,380.00	8,578.50	63,618.50	4.44%
TOAL EXPENDITURES:	<u>5,000,000.00</u>	<u>8,578.50</u>	<u>1,530,594.53</u>	<u>30.61%</u>
FUND BALANCE	<u>-</u>	<u>(8,578.50)</u>	<u>235,866.68</u>	

Germantown Municipal School District
REVENUE and EXPENSE REPORT
CAFETERIA FUND

As of Month Ending May 31, 2023

	BUDGET	Month	YTD	EXPENDED
REVENUES:				
Lunch, Breakfast, A la Carte Sales	1,490,849.00	124,793.65	1,385,089.80	92.91%
USDA School Lunch	515,274.00	40,091.47	430,981.76	83.64%
USDA Breakfast	40,780.00	4,737.60	46,809.82	114.79%
USDA Other	-	-	6,438.06	#DIV/0!
Other State Funds	-	-	20,825.35	0.00%
Other Federal Thru State Funds	123,830.00	-	126,965.40	0.00%
Other Revenue	5,000.00	2,200.00	4,323.05	86.46%
Reserves	505,053.64	-	-	0.00%
TOTAL REVENUES	2,680,786.64	171,822.72	2,021,433.24	75.40%
EXPENDITURES:				
Other Contracted Services - SFE	2,105,465.00	129,334.84	1,531,436.47	72.74%
NET BALANCE	575,321.64	42,487.88	489,996.77	85.17%
DISTRICT EXPENDITURES:				
Maint and Repair - Equipment	40,000.00	5,583.29	34,921.96	87.30%
UDSA Commodities	95,280.00	-	-	0.00%
Other Supplies & Materials	7,000.00	-	1,089.08	15.56%
Building Improvements	309,000.00	-	-	0.00%
Inservice/ Staff Development	2,000.00	-	382.25	19.11%
Equipment	122,041.64	10,016.00	83,852.72	68.71%
TOTAL DISTRICT EXPENDITURES	575,321.64	15,599.29	120,246.01	20.90%
EXPENDITURES TOTAL	2,680,786.64	144,934.13	1,651,682.48	
Excess/(Def) of Revenues over Expenditures	-	26,888.59	369,750.76	#DIV/0!
Operating Transfer In	-	-	-	#DIV/0!
FUND BALANCE	-	26,888.59	369,750.76	

Germantown Municipal School District
REVENUE and EXPENSE REPORT
OPEB TRUST

As of Month Ending May 31, 2023

	<u>Month</u>	<u>YTD</u>	<u>BUDGET</u>	<u>EXPENDED</u>
REVENUES:				
Employer Contributions	-	660,247.00	755,000.00	87.45%
Retiree Contributions	-	-	80,000.00	0.00%
Interest and Dividend Income	5,359.78	94,302.35	75,000.00	125.74%
Realized gain/(loss) on investments	16,487.34	50,083.28	-	0.00%
Unrealized gain/(loss) on investments	(97,424.17)	56,789.98	292,500.00	19.42%
Other Income			-	0.00%
TOTAL REVENUES	<u>(75,577.05)</u>	<u>861,422.61</u>	<u>1,202,500.00</u>	<u>71.64%</u>
EXPENDITURES:				
Retiree Stipends	8,250.00	88,050.00	90,000.00	97.83%
Medical Claims	5,103.83	85,004.90	600,000.00	14.17%
Insurance Premiums	-	-	48,000.00	0.00%
Administrative Expenses	1,208.33	16,591.63	25,000.00	66.37%
TOTAL EXPENDITURES	<u>14,562.16</u>	<u>189,646.53</u>	<u>763,000.00</u>	<u>24.86%</u>
FUND BALANCE	<u>(90,139.21)</u>	<u>671,776.08</u>	<u>439,500.00</u>	

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Board Members Legal Status	Descriptor Code: 1.102	Issued Date: 06/**/23 08/30/22 02/22/22
		Rescinds: 1.102	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, elected at large, and shall be citizens
7 of recognized integrity, intelligence, and ability to administer the duties of the office. To qualify as a
8 candidate, an individual must show proof of graduation from high school or receipt of a high school
9 equivalency credential approved by the Tennessee State Board of Education ~~G.E.D.~~ and otherwise meet
10 all other requirements of applicable State law at the time one seeks election. No member of the
11 Germantown Board of Mayor and Aldermen shall be eligible for election as a member of the
12 Germantown Municipal Board of Education.

13 **TERMS OF OFFICE**

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

15 **VACANCIES**

16 Vacancies shall be declared to exist on account of death, resignation, removal from the district which
17 elected the Board member, removal from the school system, if the Board member ceases to be a resident
18 of the City of Germantown, or through due process proceedings initiated by the Board in the event a
19 Board member fails to carry out that member's legal duties and obligations, or acts in a manner
20 inconsistent with existing Board policies.

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

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

THIS IS A NEW POLICY

Germantown Municipal School District			
Monitoring: Review: Annually	Descriptor Term: Paid Leave After Birth or Stillbirth of Employee's Child or Adoption of New Placed Minor Child	Descriptor Code: 5.303	Issued Date: 06/**/23
		Rescinds:	Issued:

1 This Policy applies only to teachers, principals, supervisors, or other individuals required by law to hold
2 a valid license of qualification for employment in a school district who have been employed full-time
3 with GMSD for at least twelve (12) consecutive months.

4 Effective May 11, 2023, the aforementioned group of employees will be granted absence from work
5 with pay for a period of time equal to six (6) work weeks after the birth or stillbirth of the employee's
6 child or the employee's adoption of a newly placed minor child, upon the employee giving thirty (30)
7 days' notice to the GMSD Benefits Specialist. However, if the employee learns of the birth, stillbirth,
8 or adoption of the employee's child less than thirty (30) days in advance of the birth, stillbirth, or
9 adoption, then the employee must give notice of the birth, stillbirth, or adoption to the GMSD Benefits
10 Specialist as soon as reasonably possible to be eligible to receive pay granted pursuant to this Policy.

11 Any employee granted leave pursuant to this Policy shall not be required to use the employee's sick,
12 annual, or other leave for the leave taken under this Policy. However, the leave granted pursuant to this
13 Policy shall count toward the maximum number of days said employee is entitled to receive pursuant to
14 State law (T.C.A. § 4-21-408) and the federal Family and Medical Leave Act (29 U.S.C. § 2601, *et seq.*).

15 An employee granted leave pursuant to this Policy may receive no more than six (6) work weeks of paid
16 leave pursuant to this Policy within a twelve (12) month period.

17 The six (6) work weeks of paid leave granted pursuant to this Policy do not need to be consecutively
18 taken; provided, that the paid leave granted pursuant to this Policy is used within twelve (12) months of
19 the birth or stillbirth of the employee's child or the employee's adoption of a newly placed minor child.

Legal References

- T.C.A. § 4-21-408
- T.C.A. § 8-50-813
- 29 U.S.C. § 2601, *et seq.*

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Long-Term Leaves of Absence for Professional Personnel	Descriptor Code: 5.304	Issued Date: 06/**/23 05/23/22
		Rescinds: 5.304	Issued: 05/05/14

1 All personnel holding a position that requires a teacher's license shall be granted leave for military
2 service, legislative service, maternity, adoption, recuperation of health, or visitation of a spouse, child or
3 parent deployed for military duty out of the country who has been granted rest and recuperation leave.
4 Such personnel may be granted leave for educational improvements or other sufficient reasons as
5 determined by the Superintendent. If granted, such leave shall not result in the forfeiture of accumulated
6 leave, credits, tenure status or other fringe benefits.

7 All leaves shall be requested in writing at least thirty (30) days in advance on forms provided by the
8 Superintendent. The 30-day notice may be waived or reduced by the Superintendent upon submission of
9 a certified statement by a physician. The application for leave forms shall require:

- 10 1. A description of the type of leave requested;
- 11 2. The requested dates for beginning and ending the leave; and
- 12 3. A statement of intent to return to the position from which leave is granted.

13 Each request for leave must be acted upon by the Superintendent within fifteen (15) days. Each applicant
14 shall be notified in writing of the action of the Superintendent and the beginning and ending dates of the
15 leave which is granted.

16 All leaves, except military leave, shall be from a specific date to a specific date. However, any leave
17 may be extended by the Superintendent upon written request from such employee. Military leave shall
18 be granted for whatever period may be required. The procedure and condition for extending a leave are
19 the same as those used when originally requesting and granting the leave. Leave to visit a spouse, child,
20 or parent deployed for military duty out of the country who has been granted rest and recuperation leave
21 shall be granted for no longer than ten (10) days.

22 Leave to hold legislative office shall not be granted for more than any portion of four (4) calendar years
23 without the consent of the Board.

24 Positions vacated for less than twelve (12) months by teachers on leave shall be filled with an interim
25 teacher while the teacher is on leave. If the teacher returns from leave within 12 months, the interim
26 teacher shall relinquish the position. If the leave exceeds twelve (12) months, the teacher shall be placed
27 in the same or a comparable position upon return.

28 Part-time leaves may be granted by the Superintendent upon written request for the same conditions as
29 for full-time leave.

1 Any teacher on leave shall notify the Superintendent, in writing, at least thirty (30) days prior to the date
2 of return if the teacher does not intend to return to the position from which he/she is on leave. Failure to
3 give such notice shall be considered breach of contract.

4 **PAY AND BENEFITS**

5 All leave granted in conformance with this policy shall be without pay except as may be covered by sick
6 leave in the case of maternity and recuperative leaves or T.C.A. § 8-50-813. Paid leave provided for
7 maternity or recuperative leave will run concurrently with leave that is ~~protected~~ provided by T.C.A. §
8 4-21-408 and the federal Family Medical Leave Act (29 U.S.C. § 2601, *et seq.*). Employees shall have
9 the opportunity to continue participation, at their own expense, in group insurance plans subject to
10 restrictions of the insuring carrier.

Legal References

T.C.A. § 4-21-408
T.C.A. § 8-50-813
T.C.A. § 49-5-702
T.C.A. § 49-5-703
T.C.A. § 49-5-704
T.C.A. § 49-5-705
T.C.A. § 49-5-706
T.C.A. § 49-5-713
29 U.S.C. § 2601, *et seq.*

Germantown Municipal School District

Monitoring: Review: Annually, in May	Descriptor Term: Family and Medical/ Military Caregiver Leave	Descriptor Code: 5.305	Issued Date: 06/**/23 06/04/20
		Rescinds: 5.305	Issued: 01/30/17

1 PURPOSE

2 To entitle employees to take reasonable leave for medical reasons, for the birth or adoption of a child,
3 and for the care of a child, spouse or parent who has a serious health condition.

4 ELIGIBILITY

5 Anyone who has been employed for at least twelve (12) months by the school system and has at least
6 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for service for
7 purposes of FMLA eligibility) during the previous twelve-month period.

8 GENERAL PRINCIPLES OF FMLA LEAVE

9 1. Any eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave for
10 the following:

- 11 a. the birth or adoption of their child;
- 12 b. for bonding time with their healthy, newborn child beginning on the date of birth;
13 however, an eligible employee may not, after the birth, use intermittent or reduced
14 schedule leave to bond with their healthy, newborn child;
- 15 c. for the care of their child, spouse, or parent who has a serious health condition;
- 16 d. for qualifying exigencies arising out of the fact that the employee's spouse, child, or
17 parent is on active duty, or has been notified of an impending call or order to active duty,
18 in support of a contingency operation;

19 "Qualifying exigencies" include:

- 20 (1) Issues arising from a covered service member's short notice deployment (*i.e.*,
21 less days of notice) for a period of seven (7) days from the date of notification;
- 22 (2) Military events and related activities, such as official ceremonies, programs,
23 or events sponsored by the military or family support or assistance programs
24 and informational briefings sponsored or promoted by the military, military
25 service organizations, or the American Red Cross that are related to the active
26 duty or call to active duty status of a covered service member;

- 1 (3) Making or updating financial and legal arrangements to address a covered
2 service member's absence;
- 3 (4) Attending counseling provided by someone other than a health care provider
4 for oneself, the covered service member, or the child of the covered service
5 member, the need for which arises from the active duty or call to active duty
6 status of the covered service member;
- 7 (5) Taking up to fifteen (15) days of leave to spend time with a covered service
8 member who is on short-term temporary, rest and recuperation leave during
9 deployment;
- 10 (6) Attending to certain post-deployment activities, including attending arrival
11 ceremonies, reintegration briefings and events, and other official ceremonies
12 or programs sponsored by the military for a period of ninety (90) days
13 following the termination of the covered service member's active duty status,
14 and addressing issues arising from the death of a covered service member;
15 and
- 16 (7) Any other event that the employee and employer agree is a qualifying
17 exigency.
- 18 e. because the employee's own serious health condition makes the employee unable to
19 perform the functions of his or her job.
- 20 2. An expectant employee is entitled to up to twelve (12) weeks of FMLA leave for incapacity due
21 to pregnancy, for prenatal care, or for her own serious health condition following the birth of a
22 child. An expectant mother may take FMLA leave before the birth of a child for prenatal care or
23 if her condition makes her unable to work. The expectant employee is entitled to leave for
24 incapacity due to pregnancy even though the employee does not receive treatment from a health
25 care provider during the absence, and even if the absence does not last for more than three (3)
26 consecutive calendar days.

27 A spouse of the expectant employee is entitled to up to twelve (12) weeks of FMLA leave if
28 needed to care for a pregnant spouse who is incapacitated or if needed to care for the expectant
29 employee following the birth of a child if the delivering spouse has a serious health condition.
- 30 3. Medical certification may be required by the Superintendent when determining the FMLA leave
31 period.
- 32 4. Requests for leaves and extension of leaves shall conform to all state and federal laws governing
33 all leaves of absence.

34 **MILITARY CAREGIVER LEAVE**

35 An eligible employee who is a spouse, child, parent, or next of kin of a covered service member or
36 covered veteran with a serious injury or illness shall be granted up to a total of twenty-six (26)
37 workweeks of unpaid leave during a "single 12-month period" to care for the covered service member

1 or covered veteran. A covered service member is a current member of the Armed Forces, including a
2 member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or
3 therapy, is otherwise in out-patient status, or is otherwise on the temporary disability retired list, for a
4 serious injury or illness. A covered veteran is an individual who was a member of the Armed Forces at
5 any time during the period of five (5) years preceding the date of the medical treatment, recuperation, or
6 therapy that has a serious injury or illness who is currently receiving medical treatment, recuperation, or
7 therapy.

8 For covered service members, a serious injury or illness is one that was incurred by a service member in
9 the line of duty on active duty that may render the service member medically unfit to perform the duties
10 of his or her office, grade, rank, or rating. For covered veterans, a serious injury or illness is defined as:

- 11 i. A continuation of a serious injury or illness that was incurred or aggravated in the line of
12 duty while on active duty that rendered the veteran unable to perform the duties of the
13 veteran's office, grade, rank, or rating;
- 14 ii. A physical or mental condition for which the veteran has received a U.S. Department of
15 Veterans Affairs Service Related Disability Rating (VASRD) of fifty percent (50%) or higher
16 and such VASRD rating is based, in whole or in part, on the condition precipitating the need
17 for military caregiver leave;
- 18 iii. A physical or mental condition that substantially impairs the veteran's ability to secure or
19 follow a substantially gainful occupation by reason of a disability or disabilities related to
20 military service, or would do so absent treatment; or
- 21 iv. An injury, including a psychological injury, on the basis of which the veteran has been
22 enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for
23 Family Caregivers.

24 The "single 12-month period" for leave to care for a covered service member or covered veteran with a
25 serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve
26 (12) months later, regardless of the twelve (12) month period established by the employer for other types
27 of FMLA leave. An eligible employee is limited to a combined total of twenty-six (26) workweeks of
28 leave to provide care for a covered service member. The maximum of twenty-six (26) workweeks may
29 include no more than twelve (12) workweeks of leave that is taken for the birth and care of a newborn
30 child, for placement of a child for adoption or foster care, for care of a parent who has a serious health
31 condition, or for the employee's own serious health condition.

32 **RESTRICTIONS**

- 33 1. For foreseeable leave, the employee shall provide the GMSD Human Resources Department with
34 at least thirty (30) days written notice before the beginning of the anticipated leave.
- 35 2. The Superintendent may require that a request for leave be supported by certification issued by a
36 health care provider with the following information:
 - 37 a. the date on which the serious health condition commenced;
 - 38 b. the probable duration of the condition;

- 1 c. the appropriate medical facts within the knowledge of the health care provider regarding
2 the condition; and
3 d. a statement that the eligible employee is needed to care for the son, daughter, spouse or
4 parent and an estimate of the amount of time that such employee is needed.
- 5 3. If there is any reason to doubt the validity of the certification provided, the Superintendent may
6 require, at the expense of the school system, an opinion of a second health care provider.
- 7 4. Once it has been established that the leave requested qualifies for FMLA, the Superintendent/
8 designee shall notify the employee within two (2) business days (absent extenuating
9 circumstances) that:

10 *Any leave taken pursuant to state leave statutes (paid vacation leave, paid leave after birth
11 or stillbirth of employee's child or adoption of newly placed minor child pursuant to T.C.A.
12 § 8-50-813, personal leave, sick leave or worker's compensation) shall run concurrently
13 with FMLA leave.*

14 The notice may be given orally or in writing. If the notice is oral, it shall be confirmed in
15 writing, no later than the following pay day.

16 5. Intermittent Leave –

- 17 a. Intermittent leave may be taken for a serious health condition of a spouse, parent, son or
18 daughter, for the employee's own serious health condition or a serious injury or illness of
19 a covered servicemember which requires treatment by a healthcare provider periodically,
20 rather than for one (1) continuous period of time, and may include leave of periods from
21 an hour or more to several weeks.
- 22 b. Intermittent or reduced scheduled leave may be taken for absences where the employee
23 or family member is incapacitated or unable to perform the essential functions of the
24 position because of a chronic serious health condition or a serious injury or illness of a
25 covered servicemember, even if he or she does not receive treatment by a healthcare
26 provider.
- 27 c. If an eligible instructional employee needs intermittent leave or leave on a reduced leave
28 schedule to care for a family member with a serious health condition, to care for a covered
29 servicemember, or for the employee's own serious health condition, which is foreseeable
30 based on planned medical treatment, and the employee would be on leave for greater than
31 twenty percent (20%) of the total number of working days over the period during which
32 the leave would extend, the school may require that such employee elect either to take
33 the leave for periods of a particular duration, not to exceed the duration of the planned
34 medical treatment or to transfer temporarily to an available alternative position offered
35 by the school system for which the employee is qualified, and that has equivalent pay and
36 benefits and better accommodates recurring periods of leave.

- 37 6. Period Near the End of an Academic Term (Professional Employees) - If leave is taken more
38 than five (5) weeks prior to the end of the term, the Superintendent may require the employee to
39 continue taking leave until the end of the term if the leave is at least three (3) weeks of duration

1 and the return of employment would occur during the three (3) week period before the end of the
2 term.

3 If the leave is taken five (5) weeks prior to the end of the term, the Superintendent may require
4 the employee to continue taking leave until the end of the term if the leave is greater than two (2)
5 weeks duration and the return to employment would occur during the two (2) week period before
6 the end of the term.

7 7. Tennessee Law - Leave for Adoption, Pregnancy, Childbirth and Infant Nursing - Any employee
8 eligible under Tennessee law who requests leave due to pregnancy, childbirth, nursing an infant,
9 or adoption shall be granted up to four (4) months unpaid leave. Said leave shall run concurrently
10 with the employee's FMLA leave.

11 8. Any employee on maternity/paternity leave shall be permitted to use accumulated sick leave and
12 annual leave for maternity or paternity leave for a period not to exceed the employee's
13 accumulated sick leave and annual leave balances or twelve (12) weeks, whichever is less.

14 However, to be eligible to use sick leave as maternity or paternity leave, the employee must
15 submit a written request that includes a statement from the attending physician indicating the
16 expected date of confinement, no later than the end of the fifth month of pregnancy. Upon
17 verification by a written statement from an adoption agency or other entity handling an adoption,
18 an employee may be allowed to use up to thirty (30) days of accumulated sick leave for the
19 adoption of a child. If both parents are employees, only one (1) parent is entitled to use sick
20 leave for maternity or paternity leave.

21 9. Spouses who are both eligible employees of the school district are limited to a combined total of
22 twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken
23 for the birth of their child or to care for their newborn child after birth, for placement of a child
24 for adoption or foster care, or to care for a parent who has a serious health condition. However,
25 spouses who are both eligible employees of the school district may each take twelve (12) weeks
26 of FMLA leave if needed to care for their newborn child with a serious health condition, provided
27 they have not exhausted their entitlements during the applicable twelve (12) month FMLA
28 period.

29 **REQUIREMENTS OF THE BOARD**

30 1. The employee shall be restored to the same position of employment or an equivalent position
31 with no loss of benefits, pay or other terms of employment.

32 2. The employee shall be kept under any group health plan for the duration of the leave.

33 3. The Board may recover the premium paid under the following conditions:

- 34 a. the employee fails to return from leave after the period of leave has expired; or
35 b. the employee fails to return to work for a reason other than the continuation, recurrence,
36 or onset of a serious health condition or other circumstances beyond the control of the
37 employee.

Legal References

Family and Medical Leave Act 1993

T.C.A. § 4-21-408

T.C.A. § 8-50-813

T.C.A. § 49-5-702

T.C.A. § 49-5-710

29 CFR § 825.120

29 CFR § 825.127

29 CFR § 825.202

29 CFR § 825.207

29 CFR § 825.306

29 CFR § 825.601

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Compulsory Attendance Ages	Descriptor Code: 6.201	Issued Date: 06/**/23 08/24/21
		Rescinds: 6.201	Issued: 07/21/14

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

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

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

15 No child shall be eligible to enter first grade without having attended an approved kindergarten program.

16 A child entering a special education program shall be no less than three (3) years of age.

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

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

21 Admission cannot be denied on age alone.

22 The compulsory attendance law shall not apply to the following:

- 23 1. A student who has received a diploma or other certificate of graduation;
- 24 ~~2.~~ 2. A student who is enrolled and making satisfactory progress in a course leading to a **high school**
 25 **equivalency credential approved by the Tennessee State Board of Education; GED;**
- 26 3. A student who is six (6) years or younger and whose parent or guardian has filed notice of intent
 27 to conduct home school with the director of schools; or

- 1 4. A student enrolled in a home school who has reached the age of seventeen (17).
2 The Board may excuse a student who is seventeen (17) or older if his/her continued attendance is
3 detrimental to good order and discipline and to the instruction of other students and is not of
4 substantial benefit to the student being excused, if the board first obtains the recommendation in
5 writing from the Superintendent and the Principal.
6

Legal References

20 USCA 1401~~(3)(B)~~
T.C.A. § 49-6-201~~(b)(3)~~
T.C.A. § 49-6-3001~~(e)(1)~~
~~TCA 49-6-3001(e)(5)~~
T.C.A. § 49-6-3005
~~TCA 49-6-3001(b)(1)~~
~~TCA 49-6-3001(b)(2)(B)~~
~~TCA 49-6-201(8)(d)~~
~~TCA 49-6-3001(e)(2)(A)-(D)~~

~~Cross References~~

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

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Student Suicide Prevention	Descriptor Code: 6.305	Issued Date: 06/**/23 04/25/23
		Rescinds: 6.305	Issued: 09/16/19

1 The Germantown Municipal School District Board of Education is committed to protecting the health
2 and well-being of all students and understands that physical, behavioral, and emotional health are integral
3 components of student achievement. Students are strongly encouraged to report if they, or a friend, are
4 feeling suicidal or in need of help.

5 **PREVENTION**

6 All GMSD employees shall attend at least two (2) hours of in-service training annually in suicide
7 prevention. This training may be accomplished through self-review of suicide prevention materials
8 provided by the GMSD Department of Student Services. The training shall include, but not be limited
9 to, identification of risk factors, warning signs, intervention and response procedures, referrals, and post-
10 vention.

11 School Counselor(s) or on-site School Social Worker/Counseling Intervention Specialist will act as a
12 point of contact in each school for issues relating to suicide prevention and policy implementation. Each
13 School Principal shall ensure that the **988 Suicide Crisis Lifeline** ~~National Suicide Prevention Lifeline~~
14 ~~information—988—~~ is conspicuously displayed in their respective schools.

15 **INTERVENTION**

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

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

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

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

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

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

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

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

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

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

24 **POSTVENTION**

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

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

32 The Crisis Team shall work with teachers to identify the students most likely to be impacted by the death
33 in order to provide additional assistance and counseling if needed. Additionally, staff and faculty will
34 immediately review suicide warning signs and reporting requirements. The Superintendent or designee
35 shall be responsible for all media inquiries.

Legal References

T.C.A. § 37-1-403

T.C.A. § 49-6-1901, *et seq.*

T.C.A. § 49-6-3004

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Discipline Policy	Descriptor Code: 6.313	Revised Date: 06/**/23 06/07/22 12/14/21
		Rescinds: 6.313	Issued: 10/26/21

1 This Policy applies to behavior violations that take place on school grounds; property under the
2 school's jurisdiction during school hours; at bus stops; en route to and from school, but not limited to,
3 school buses; off grounds at school-sponsored activities; or off school grounds if the behavior is
4 disruptive to the learning environment or constitutes a threat to the safety, health, or welfare of a
5 student or students and/or school personnel. The following categories of misbehavior and disciplinary
6 procedures and options are designed to protect all members of the educational community in the
7 exercise of their rights and duties. Alternative disciplinary practices such as parent/student
8 teacher conference, parent/student administrator conference, consultation with school counselor or
9 district social worker, referral to outside agencies when necessary, behavioral accommodations,
10 behavioral contracts or plans, loss of privileges, and individual incentive plans, shall be used when
11 disciplining kindergarten and pre-kindergarten students. In these grades, exclusionary discipline shall
12 only be used as a measure of last resort.

13 For infractions not specifically listed below, school principals shall assign discipline in accordance
14 with the category that appears to be comparable to the offenses specifically listed in the category.

15 This document is not intended to be exclusive or all-inclusive. Its purpose is to maintain a safe learning
16 environment. Disciplinary measures shall be implemented in a way that:

- 17 1. Balances accountability with an understanding of traumatic behavior;
- 18 2. Teaches school and classroom rules while reinforcing that violent or abusive behavior is not
19 allowed at school;
- 20 3. Minimizes disruptions to education with an emphasis on positive behavioral supports and
21 behavioral intervention plans;
- 22 4. Creates consistent rules and consequences; and
- 23 5. Models respectful, non-violent relationships.

24 In order to ensure that these goals are accomplished, the school district shall utilize the following
25 trauma-informed discipline practices: behavior intervention plans, consultation with school
26 counselor or district social worker, referral to outside agencies, multi-tiered system of supports,
27 incentives, and restorative practices.

28 **MISBEHAVIORS: *Category A – State Zero Tolerance***

29 ***Examples of Behaviors (not an exclusive listing):***

- 30 1. Aggravated assault resulting in serious bodily injury upon any teacher, principal,
31 administrator, any other employee of an LEA or SRO;

- 1 7. Assault and/or battery upon any teacher, administrator, school resource officer,
2 or any other employee of GMSD;
- 3 8. Failure to report threat of mass violence;
- 4 9. Any hacking or cyberattack of GMSD technology.

5 **Disciplinary Options: Students found to have committed a Category B offense shall be subject to**
6 **the following disciplinary options. Notification will be made to law enforcement authorities.**

- 7 ○ Restitution
- 8 ○ Referral to school counselor/district social worker or transition specialist
- 9
- 10 ○ Restorative practices
- 11
- 12 ○ Development of behavior plan/determination of additional supports
- 13
- 14 ○ Referral to outside agency
- 15 ○ In-School Suspension
- 16 ○ Out of School Suspension (1-10 days)
- 17 ○ Expulsion (11-180 days)

18 **MISBEHAVIORS: *Category C***

19 ***Examples of Behaviors (not an exclusive listing):***

- 20 1. Threatening bodily harm to any student or school personnel, including
21 transmitting by an electronic device any communication containing a credible
22 threat to cause bodily injury or death to a school employee or student and the
23 transmission of such threat creates actual disruptive activity at the school that
24 requires administrative intervention;
- 25 2. Making a threat, including a false report, to use a bomb, dynamite, any other
26 explosive or destructive device, including chemical weapons, on school property
27 or at a school-sponsored event;
- 28 3. Smoking and or the possession of tobacco products by students while in or on
29 school properties or under the school's jurisdiction during school hours or while
30 participating in a school-sponsored event. This also includes electronic cigarettes
31 and/or vapors;
- 32 4. Any gang related activity or action not specified in Category B;

- 1 5. Malicious destruction of or damage to school property, including the property of
2 any person attending or assigned to the school;
- 3 6. Stealing or misappropriation of school property or personal property (regardless
4 of the intent to return);
- 5 7. Immoral disreputable conduct;
- 6 8. Insubordination with any teacher, administrator, school resource officer, or any
7 other employee of the LEA;
- 8 9. Making a false report of harassment, intimidation, bullying, cyberbullying or
9 hazing;
- 10 10. Providing false evidence in a harassment, intimidation, bullying, cyberbullying
11 or hazing investigation;

12 **Disciplinary Options: Students found to have committed a Category C offense shall be subject to**
13 **the following disciplinary options. When appropriate for Category C offenses, notification will be**
14 **made to law enforcement authorities.**

- 15 ○ Restitution
- 16 ○ Referral to school counselor/district social worker or transition specialist
- 17
- 18 ○ Restorative practices
- 19
- 20 ○ Development of behavior plan/determination of additional supports
- 21
- 22 ○ Referral to outside agency
- 23 ○ In-School Suspension
- 24 ○ Out of School Suspension (1-10 days)
- 25 ○ Expulsion (11-180 days)

26 **MISBEHAVIORS: *Category D***

27 ***Examples of Behaviors (not an exclusive listing):***

- 28 1. Open or continued defiant attitude or willful disobedience toward a member of
29 school staff;
- 30 2. Vulgar, profane, immoral disreputable, or rude remarks or non-verbal action(s)
31 to a staff member or fellow student;
- 32 3. Physical or verbal intimidation or threats to other students, including hazing;

- 1 4. Threatening bodily harm to any student or school personnel, including
2 transmitting by an electronic device any communication containing a credible
3 threat to cause bodily injury or death to a school employee or student and the
4 transmission of such threat creates actual disruptive activity at the school that
5 requires administrative intervention;
- 6 5. Fighting in or on school property or any area under the school's jurisdiction
7 during school hours unless, in accordance with state law, the principal
8 recommends no disciplinary action for a student who is deemed to have acted in
9 self-defense, including school bus stops;
- 10 6. Possession of mace or other disabling sprays;
- 11 7. Gambling
- 12 8. Inappropriate use of electronic media, including but not limited to: all calls (land
13 line, cell phone, computer generated), instant messaging, text messaging, audio
14 recording devices, iPods, MP3s, or any type of electronic music or entertainment
15 device, cameras, camera phones, and all social media;
- 16 9. Harassment on the basis of sex, race, religion, natural origin, ethnicity, gender,
17 disability;
- 18 10. Harassment, bullying, intimidation, cyberbullying, hazing;
- 19 11. Inciting, advising, or counseling of others to engage in any acts in Categories A,
20 B, or C;
- 21 12. Violating the GMSD Use of Internet policy (depending on severity)
- 22 13. Continuous and/or severe Category E offenses

23 **Disciplinary Options: Students found to have committed a Category D offense shall be subject to**
24 **the following disciplinary options. When appropriate for Category D offenses, notification will be**
25 **made to law enforcement authorities.**

- 26 ○ Parent-Principal Conference
- 27 ○ Overnight Suspension
- 28 ○ Referral to guidance, prevention liaison, and/or social worker
- 29 ○ Restorative Practices
- 30 ○ Development of a behavior plan/determination of additional supports
- 31 ○ In-School Suspension
- 32 ○ Out-of-School Suspension (1-10 days)

- 1 ○ Expulsion (11-180 days)

2 **MISBEHAVIORS: Category E**

3 ***Examples of Behaviors (not an exclusive listing):***

- 4 1. Disturbances of the classroom, cafeteria, or other school activity;
- 5 2. Habitual and/or excessive classroom tardiness;
- 6 3. Cutting class or leaving school grounds without permission;
- 7 4. Being in an unauthorized area without permission;
- 8 5. Possession of lighters or matches;
- 9 6. Cheating and lying;
- 10 7. Abusive language;
- 11 8. Failure to do assignments or carry out directions;
- 12 9. Inciting, advising, or counseling others to engage in any acts in any category;
- 13 10. Wearing while on the grounds of a public school during the regular school day,
- 14 clothing that exposes underwear or body parts in an indecent manner that disrupts the
- 15 learning environment; and
- 16 11. Violating the GMSD Use of Internet policy (depending on severity)

17 ***Disciplinary Options: Students found to have committed a Category E offense shall be subject to***
18 ***the following disciplinary options.***

- 19 ○ Parent-Principal Communication
- 20 ○ Verbal reprimand
- 21 ○ Special Assignment
- 22 ○ Restricting activities
- 23 ○ Assigning work details
- 24 ○ Counseling
- 25 ○ Withdrawal of privileges
- 26 ○ Strict supervised study

- 1 ○ Restorative Practices
- 2 ○ Detention
- 3 ○ In-school suspension

4 Multiple infractions of any one or more of the offenses in Category E over a period of time by a
5 student may result in an out-of-school suspension at the discretion of the school administrators.

6 **ADDITIONAL GUIDELINES:**

- 7 1. A student shall not be suspended solely because charges are pending against him/her in
8 juvenile or other court.
- 9 2. A principal shall not impose successive short-term suspensions that cumulatively exceed ten
10 (10) days for the same offense.
- 11 3. A teacher or other school official shall not reduce or authorize the reduction of a student's
12 grade because of discipline problems except in department or citizenship.
- 13 4. A student shall not be denied the passing of a course or grade promotion solely on the basis of
14 absences except as provided by board policy.
- 15 5. A student shall not be denied the passing of a course or grade promotion solely on the basis of
16 failure to:
 - 17 a. pay any activity fee;
 - 18 b. pay a library or other school fine; or
 - 19 c. make restitution for lost or damaged school property.

20 **MANDATORY TRAINING**

21 All GMSD teachers, administrators, school support staff, and school resource officers that are directly
22 responsible for a student's education who interact with students on a professional basis, shall annually
23 be trained in evidence-based behavior supports in regard to student behavior and discipline.

24 **AUTHORITY TO ENFORCE THE GMSD DISCIPLINE POLICY**

25 GMSD teachers and administrators that have received training in evidence-based behavior supports in
26 regard to student behavior and discipline are authorized to enforce this GMSD Discipline Policy, in
27 school, on school buses or at school-sponsored events, including but not limited to sporting events and
28 approved field trips that take place away from school property.

29 **RELOCATION OF STUDENTS**

30 A. All GMSD teachers, administrators, school support staff, and school resource officers that are
31 directly responsible for a student's education who interact with students on a professional basis, that

1 have received training in evidence-based behavior support in regard to student behavior and discipline
2 may:

- 3 a) relocate a student from the student's present location to another location if the student's safety
4 or the safety of others is in jeopardy; reasonable or justifiable force may only be used if the
5 student's safety or the safety of others is in jeopardy and cannot be avoided by using other
6 means to relocate the student.
7
- 8 b) intervene in physical altercations between two (2) or more students, or between a student and
9 a GMSD employee using reasonable or justifiable force, only if necessary, to end the
10 altercation by relocating the student to another location.

11 If steps beyond the use of reasonable or justifiable force are required, then the student must be allowed
12 to remain in place until local law enforcement officers or school resource officers can be summoned to
13 relocate the student or take the student into custody until a parent or guardian can retrieve the student.

- 14 B. a) Any GMSD teacher, administrator, school support staff, or school resource officer that
15 relocates a student pursuant to the terms of this policy, shall file a brief report with the
16 Principal detailing the situation that required the relocation of the student.
- 17 b) The report must be kept either in a student discipline file, in which case the report does not
18 become a part of the student's permanent record, or it must be filed in the student's permanent
19 record if the student's behavior violated the applicable zero tolerance policy.
20
- 21 c) After the teacher administrator, school support staff, or school resource officer files the
22 report, the student is subject to additional disciplinary action that may include suspension or
23 expulsion for their school.
24
- 25 d) The Principal/designee shall notify the teacher, administrator, school support staff, or school
26 resource officer of the actions taken to address the behavior of the relocated student.

27 **REFERRALS**

28 As a method for managing student behavior, ensuring the safety of students and ensuring students the
29 opportunity to learn in an orderly and disciplined classroom, a teacher may refer a student to the
30 Principal/designee.

31 When a teacher refers a student to the Principal/designee, the teacher shall be notified in writing or
32 electronically of the action taken.

33 Referrals shall be kept in a student discipline file and shall not become a part of the student's permanent
34 record.

35 **REMOVAL**

36 I. A teacher may submit a written request to the Principal/designee to remove a student who
37 repeatedly or substantially interferes with the teacher's ability to communicate effectively with
38 the class or with the ability of the student's classmates to learn, if the student's behavior is in
39 violation of this GMSD Discipline Policy. Said written request must include documentation that
40 the teacher has previously:

- 1
2 a) Taken action to address the student’s disruptive behavior;
3
4 b) Provided consequences for the student’s disruptive behavior;
5
6 c) Conducted an oral conference either by a documented telephone conversation or an in-
7 person discussion with the student’s parent or guardian regarding the student’s disruptive
8 behavior;
9
10 d) Provided an opportunity for school counseling or other support services deemed
11 appropriate to address the student’s disruptive behavior;
12
13 e) Developed and implemented a plan to improve the student’s behavior in a conference
14 with the student; and
15
16 f) Issued a disciplinary referral to address the student’s disruptive behavior.
17
- 18 II. a) After the request for removal has been received by the Principal/designee, the
19 Principal/designee must give the student oral or written notice of the grounds for the
20 teacher’s request to remove the student from the teacher’s classroom.
21
22 b) If the student denies engaging in the conduct, then the Principal/designee must explain
23 what caused the teacher to submit a request to the Principal/designee to remove the
24 student from the teacher’s classroom and give the student an opportunity to explain the
25 situation.
26
27 c) If the student’s account is deemed to be valid, albeit different from the teacher’s account,
28 and changes the Principal’/designee’s perspective of the incident, then the
29 Principal/designee must render a decision regarding the student’s placement.
- 30 In regard to a teacher request to remove a student from the teacher’s classroom Principals/designees shall
31 take action consistent with this GMSD Discipline Policy, which may include:
- 32 a) Assigning the student to another appropriate classroom for a specified period of time, or
33 for the remainder of the student’s assignment to the class from which the student was
34 removed;
35
36 b) Assigning the student to in-school suspension;
37
38 c) Assigning the student to alternative school;
39
40 d) Suspending the student;
41
42 e) Requiring the parents or guardians of a student who is removed from a teacher’s
43 classroom and assigned to another classroom to participate in conferences before the
44 student is permitted to return to the classroom from which the student was removed; or
45

- 1 f) Denying the teacher's request to remove a student from the teacher's classroom and
2 offering appropriate supports for the teacher to address the student's disruptive behavior.

3 Any action taken in response to a teacher's request to remove a student from a teacher's classroom must
4 comply with all applicable policies, the Individuals with Disabilities Act, Section 504 of the
5 Rehabilitation Act, the constitutions of the United States and the State of Tennessee, and all applicable
6 federal and state civil rights laws.

7 **TEACHER APPEALS**

- 8 a) A teacher may file an appeal when the teacher's request to remove a student from the teacher's
9 classroom is denied.

- 10 b) The appeal shall be in writing and addressed to the GMSD Assistant Superintendent of Student
11 Services.

- 12 c) The appeal must be received by the GMSD Assistant Superintendent of Student Services within
13 three (3) business days after the teacher receives the denial of the request to remove a student
14 from the teacher's classroom.

- 15 d) The GMSD Assistant Superintendent of Student Services shall notify the teacher and
16 Principal/designee, in writing about whether the denial of the request to remove the student from
17 the teacher's classroom has been sustained or overruled.

- 18 e) The decision of the GMSD Assistant Superintendent of Student Services shall be final.

19 **NO RETALIATION**

20 A teacher shall not be terminated, demoted, harassed, or otherwise be retaliated against for filing a
21 request for a student to be removed from the teacher's classroom, or for appealing a decision to deny the
22 teacher's request to remove a student.

23 However, if a teacher abuses or overuses the student removal process provided in this policy, then the
24 Principal/designee must address the abuse or overuse with the teacher and may require the teacher to
25 complete additional professional development to improve the teacher's classroom management skills.

26 **ANNUAL REPORTS**

27 Each school shall annually report to the Superintendent, by July 1, the number of requests submitted by
28 the school's teachers during the immediately preceding school year to remove a student from the
29 teacher's classroom. The report must document the actions taken by the teacher's Principal/designee
30 in response to each request for a student's removal. The Superintendent must compile the data
31 provided in each school's report and issue a district-wide report to the GMSD Board of Education by
32 August 1 following the July 1 deadline for school reports.

33 **ANNUAL REVIEW**

34 The GMSD Assistant Superintendent of Student Services must review the district's discipline policies
35 and practices and data annually and recommend any necessary revisions to discipline policies to the
36 GMSD Board of Education.

Legal References

T.C.A. § 39-11-603
T.C.A. § 39-11-609
T.C.A. § 39-11-610
T.C.A. § 39-11-612
T.C.A. § 39-11-613
T.C.A. § 39-11-614
T.C.A. § 39-11-621
T.C.A. § 39-11-622
T.C.A. § 39-16-517
T.C.A. § 49-6-3401
T.C.A. § 49-6-4002
T.C.A. § 49-6-4004
T.C.A. § 49-6-4005
T.C.A. § 49-6-4009
T.C.A. § 49-6-4109
T.C.A. § 49-6-4215
20 USCA 7114, 7118

Rationale for Revision of GMSD Policies 6.6.23 Board Work Session and Business Meeting

Revisions are recommended for the following.

First Reading – 6.6.23

Second Reading – 7.27.23 (Tentative – TBD)

Revision Policy 1.102 - Board Members Legal Status – The recommended change is due to a change in State law.

Revision Policy 1.404 - Appearances Before the Board – The recommended changes are due to a change in State law.

Revision Policy 6.201 – Compulsory Attendance Ages – The recommended changes are due to a change in State law.

Revision Policy 6.202 – Home Schools – The recommended changes are due to a change in State law.

Revision Policy 6.305 – Student Suicide Prevention –The recommended change is due to a change in State law.

Revision Policy 6.313 – Discipline Policy-The recommended change is due to a change in State law.

Revision Policy 6.319 – Alternative School Program-The recommended change is due to a change in State law.

Revision Policy 5.310 - Vacations, Personal Professional Days, Holidays – The recommended changes are due to a change in State law.

Revision Policy 5.302 - Sick Leave– The recommended changes are due to a change in State law.

Revision Policy 5.303 - PAID LEAVE AFTER BIRTH OR STILLBIRTH OF EMPLOYEES CHILD OR ADOPTION OF NEWLY PLACED MINOR CHILD – The recommended changes are due to a change in State law.

Revision Policy 5.304 - Long-Term Leaves of Absence for Professional Personnel – The recommended changes are due to a change in State law.

Revision Policy 5.305 - Family and Medical Military Caregiver Leave – The recommended changes are due to a change in State law.

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Vacations, Personal/Professional Days, Holidays	Descriptor Code: 5.310	Issued Date: 06/**/23 08/30/22 06/07/22
		Rescinds: 5.310	Issued: 06/11/15

1 **A. Personal/Professional Days**

- 2 1. Full-time ten (10) month classified employees will receive two (2) days per year to be used
3 for personal/professional leave in addition to earned sick leave. After ten (10) years of
4 continuous service, classified employees will earn an additional personal/professional day.
5 Any personal/professional days unused by June 30 will be converted to sick days.
- 6 2. Full-time certified employees will receive three (3) days per year in addition to earned sick
7 leave to be used for personal/professional business. Any personal/professional days unused
8 by June 30 will be converted to sick leave days.
- 9 3. Personal/professional days may be advanced. Upon termination of the employment of an
10 employee, before the personal/professional leave days are earned or at the end of the school
11 year, there shall be deducted from the final paycheck of the employee an amount based on
12 the employee's daily rate of pay sufficient to cover the excess personal/professional leave
13 days used by the employee; if the final paycheck is insufficient for this purpose, the employee
14 shall be liable for reimbursement to GMSD for any amount in excess of the employee's final
15 paycheck.
- 16 4. Personal/professional day requests must be submitted to the school Principal, if the employee
17 is a school-based employee, or to the Superintendent/designee, if the employee is a Central
18 Office-based employee.
- 19 5. Personal/professional leave is intended to be used for personal/professional reasons. Subject
20 to the following conditions, it can be taken at the discretion of an employee, who shall not be
21 required to give reasons for the use of any personal/professional leave. The approval of the
22 Superintendent/designee shall be required under the following conditions:
- 23 a. If more than ten percent (10%) of the teachers in any given school request its use on the
24 same day; provided, that on making this calculation, any major fraction shall be
25 considered as one (1); and in schools of five (5) teachers or less, one (1) teacher may take
26 personal/professional leave at the teacher's discretion;
- 27 b. If personal/professional leave is requested during any prior established student
28 examination period;

- 1 c. If personal/professional leave is requested on the day immediately preceding or following
- 2 a holiday or vacation period;
- 3 d. If personal/professional leave is requested for days scheduled for professional
- 4 development or in-service training, according to a school calendar adopted by the GMSD
- 5 Board of Education prior to the commencement of the school year; or
- 6 e. If personal/professional leave is requested for days scheduled for parent-teacher
- 7 conferences, according to the school calendar adopted by the GMSD Board of Education
- 8 prior to the commencement of the school year.
- 9 6. Except in an emergency, the employee shall give at least one (1) days' notice of intent to take
- 10 personal/professional leave.

11 **B. Vacation Days**

12
13 I. Twelve (12) Month Employees

- 14 1. Temporary and part-time employees are not eligible for vacation.
- 15 2. Eligible full-time new employees will begin accruing vacation upon the first (1)
- 16 month of employment.
- 17 3. Any full-time twelve (12) month employee who is employed by the Municipal
- 18 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 <i>(Maximum of 10 days per year)</i>	0.42
Five (5) years, but less than ten (10) years <i>(Maximum of 12 days per year)</i>	0.50
Ten (10) years, but less than fifteen (15) years <i>(Maximum of 15 days per year)</i>	0.63
Fifteen years or more <i>(Maximum of 20 days per year)</i>	0.84

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- 20
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- 29 4. The accrual rates are based on the length of service and become effective on the
- 30 anniversary of the employee's date of hire, provided he/she has been in continuous
- 31 service.
- 32 5. Vacation shall be accrued semi-monthly; however, those days shall be advanced
- 33 twice per school year. Upon termination of the employment of an employee before
- 34 the vacation days are earned or at the end of the school year, there shall be deducted
- 35 from the final paycheck of the employee an amount based on the employee's daily
- 36 rate of pay sufficient to cover the excess vacation leave days used by the employee;

1 if the final paycheck is insufficient for this purpose, the employee shall be liable for
2 reimbursement to GMSD for any amount in excess of the employee's final
3 paycheck.

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

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

14 8. Vacation leave is accrued while an employee is in paid status but does not accrue
15 while an employee is in an unpaid status.

16 9. The six (6) work weeks of paid leave after birth or stillbirth of employee's child or
17 adoption of newly placed minor child pursuant to T.C.A. § 8-50-813 shall not be
18 counted against the employee's vacation leave accrual.

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

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

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

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

28 C. Holidays

29 I. Twelve (12) Month Employees

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

31 2. GMSD holidays that fall within an employee's vacation leave shall not be counted
32 as vacation days. Full-time, twelve-month employees will be paid for thirteen (13)
33 paid holidays that will be determined annually and reflected on the payroll calendar
34 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
3 vacations such a way that the operational procedures are not interrupted.

4 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
6 payroll calendar and paid during the corresponding payroll period.
- 7 2. The employee must be in paid status the day before and after a paid holiday in order
8 to be paid for the holiday.

Legal References

T.C.A. § 8-50-813

T.C.A. § 49-5-711

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Home Schools	Descriptor Code: 6.202	Issued Date: 06/**/23 08/24/21
		Rescinds: 6.202	Issued: 07/07/14

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

5 A parent wishing to conduct a home school shall meet the following requirements:

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

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

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

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

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

Legal References

T.C.A. § 49-6-3004~~(a)~~
T.C.A. § 49-6-3050~~(b)~~
T.C.A. § 49-6-5001
T.C.A. § 49-50-801~~(a)~~
~~Public Acts of 2021, Chapter No. 493~~

Cross-References

~~Compulsory Attendance Ages 6-201~~

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Alternative School Program	Descriptor Code: 6.319	Issued Date: 06/**/23 08/24/21
		Rescinds: 6.319	Issued: 11/20/17

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

5 Attendance in the alternative school shall be mandatory for students that have been suspended for more
6 than ten (10) days or expelled from school, unless the student has been expelled for a zero-tolerance
7 offense⁴ as defined by GMSD Policy. A Superintendent/designee is not required to assign a student in
8 grades seven through twelve (7-12) who has been suspended for more than ten (10) days or expelled to
9 the alternative school, or alternative program, if the offense for which the student was suspended or
10 expelled was due to an act of violence, threatened violence, or an offense that ~~or~~ threatened the safety of
11 persons attending or assigned to the student's school if: (a) the alternative school or alternative program
12 is located on the same grounds as the regular school from which the student was suspended or expelled;
13 or (b) the Superintendent/designee determines that assigning the student to the alternative school or
14 alternative program may endanger the safety of the students or staff of the alternative school or
15 alternative program. For all students that have been expelled for a zero-tolerance offense, the
16 Superintendent shall determine whether to assign the student to the alternative school or alternative
17 program on a case-by-case basis. Students attending alternative school shall provide their own
18 transportation.

19 Requirements

- 20 (a) The instruction shall be as nearly as practicable in accordance with the instructional program in
21 the student's regular school.
- 22 (b) All course work and credits earned shall be transferred and recorded in the student's regular
23 school.
- 24 (c) Students attending the alternative school are subject to all rules of their regular school. Violations
25 of rules may cause students to be removed from the alternative program but shall not constitute
26 grounds for extending the length of original suspension or expulsion.
- 27 (d) All laws, rules and regulations shall be followed with children eligible for special education. If
28 a student has an active Individualized Education Program (IEP), a 504 plan, or is suspected of
29 having a disability, all state and federal laws and rules relating to special education shall be
30 followed.

- 1 Prior to the assignment of a student with a disability to the alternative school, the IEP team shall
 2 review the student's IEP to ensure the alternative education program is able to provide the
 3 services the student needs and is the least restrictive environment. If a change of placement is
 4 made, due process procedures are mandated.
- 5 Prior to the assignment of a student to the alternative school, the student's parents or guardians
 6 must be provided written notice of the alternative school referral and the reason for placement in
 7 the alternative school.
- 8 (e) Reasons for placement in the alternative school must be documented.
- 9 (f) Alternative school teachers must have a valid Tennessee teacher license.
- 10 (g) Support services such as counseling and psychological services must be accessible for students
 11 attending the alternative school.
- 12 (h) All alternative school classrooms shall have working two-way communication systems that make
 13 it possible for teachers and other employees to notify a Principal, Supervisor or other
 14 administrator that there is an emergency.
- 15 (i) Alternative school teachers and other employees shall be notified of GMSD's emergency
 16 procedures prior to the beginning of classes for each school year.
- 17 (j) Students enrolled in the alternative school shall participate in all required state assessments at
 18 sites determined by the GMSD Director of Academics.

19 The Supervisor of the alternative school, in conjunction with the high school or middle school Principal
 20 or their respective designees, shall develop and implement formal transition plans for the integration of
 21 students from high school or middle school to the alternative school and from the alternative school to
 22 the high school or middle school. The plans shall be targeted to improve communication between the
 23 high school or middle school and the alternative school staff, provide professional development and
 24 opportunities shared by the high school or middle school staff and the alternative school staff, align
 25 curricula between the high school or middle school and the alternative school, provide for educational
 26 and behavioral supports, develop graduate and post-secondary goals, develop quality intake procedures
 27 for students returning to the regular high school or middle school program and provide student follow-
 28 up upon return to the regular high school or middle school program.

Legal References

T.C.A. § 49-6-3402
 State Board of Education Rule 0520-01-02-.09
 TRR/MS 0520-01-02-.09
 TRR/MS 0520-01-02-.09(9)(a)
 TCA 49-6-3402(e)(1)(A)
 TRR/MS 0520-01-02-.09(6)(a); TCA 49-6-
 3402(e)(1)(B)
 Public Acts of 2021, Chapter No. 229
 TRR/MS 0520-01-02-.09(9)(i)

Cross-References

Special Education 4.202
 Virtual Education Program 4.212
 Suspension 6.316
 Student Disciplinary Hearing Authority 6.317
 Special Education Students 6.500

~~TRR/MS 0520-01-02-.09(9)(h)~~
~~TCA 49-6-3402(e)(2)(A)~~
~~TRR/MS 0520-01-02-.09(9)(g)(2)~~
~~TRR/MS 0520-01-02-.09(9)(m)~~

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: <h2 style="margin: 0;">Sick Leave</h2>	Descriptor Code: 5.302	Issued Date: 06/**/23 06/07/22 12/15/20 03/19/18
		Rescinds: 5.302	Issued: 03/29/16

1 “Sick Leave” shall mean leave of absence because of illness from natural causes or accident, quarantine,
 2 or illness or death of a member of the immediate family of a professional employee, including the
 3 employee’s wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-
 4 law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

5 Only full-time employees of GMSD may earn sick leave. All full-time GMSD employees shall earn one
 6 (1) day of sick leave for each month employed. Sick leave shall be cumulative for all earned or
 7 transferred days not used.

8 Any request for sick leave that is determined to be falsified shall be grounds for termination. Any
 9 document that is presented to GMSD as support for the request for sick leave that is determined to be
 10 forged or falsified in any manner shall be grounds for termination.

11 GMSD may require that a physician’s certificate be furnished by employees requesting sick leave pay.

12 Any employee who goes on maternity or paternity leave may use sick leave and annual leave for
 13 maternity or paternity leave for a period not to exceed the employee’s accumulated sick leave and annual
 14 leave balance, or twelve (12) weeks, whichever is less. To be eligible to use sick leave as maternity or
 15 paternity leave, the employee must submit a written request that includes a statement from the attending
 16 physician indicating the expected date of confinement, no later than the end of the fifth month of
 17 pregnancy.

18 Upon verification by a written statement from an adoption agency or other entity handling an adoption,
 19 an employee may be allowed to use up to thirty (30) days of accumulated sick leave for the adoption of
 20 a child. If both adoptive parents are employees, only one (1) parent is entitled to use leave.

21 **The six (6) work weeks of paid leave after birth or stillbirth of employee’s child or adoption of a newly**
 22 **placed minor child pursuant to T.C.A. § 8-50-813 shall not be counted against any eligible employee’s**
 23 **sick leave accrual.**

24 Upon termination of the employment of an employee before the sick days are earned or at the end of the
 25 school year, there shall be deducted from the final paycheck of the employee an amount based on the
 26 employee’s daily rate of pay sufficient to cover the excess sick leave days used by the employee; if the
 27 final paycheck is insufficient for this purpose, the employee shall be liable for reimbursement to GMSD
 28 for any amount in excess of the employee’s final paycheck.

1 At the termination of the employment of any employee, all unused sick leave accumulated by the
2 employee shall be terminated. However, the GMSD Board, by this Policy, grants to any employee, upon
3 the employee's employment or reemployment, the accumulated sick leave that the employee lost by
4 previous termination of employment in a public school system in the State of Tennessee; except that an
5 employee terminated for cause, as defined in T.C.A. § 49-5-501, shall not be granted, the sick leave days
6 lost; and except that employees may only be credited with accumulated sick leave while working at a
7 previous school district if the employee left the previous school district in good standing. The grant of
8 previously accumulated, unused sick leave days shall be made only upon application of the employee
9 and only upon written verification notarized by the Superintendent/designee of the system in which the
10 accumulated sick leave was held.

11 All personal days accrued as of an employee's last day of work with GMSD shall be converted into sick
12 leave days. All vacation days in excess of twenty-five (25) that are accrued by an employee as of the
13 last day of employment shall be converted to sick leave days.

14 At retirement, unused accumulated sick leave may be used as retirement credit to the extent such is
15 permitted by the Tennessee Consolidated Retirement Plan.

Legal References

T.C.A. § 8-50-813

T.C.A. § 49-5-710

State Board of Education Rule 0520-01-02-.04

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Appearances Before the Board	Descriptor Code: 1.404	Issued Date: 06/**/23 02/22/22 10/26/21
		Rescinds: 1.404	Issued: 12/02/13

- 1 ~~Tennessee law makes no specific provisions for the participation of the public at meetings of local Boards~~
2 ~~of Education.~~ In accordance with Tennessee law, the Germantown Board of Education reserves a period
3 for public comment during each meeting that has actionable items on the agenda (that is, items on which
4 the Board is voting) with the exception of disciplinary hearings of students or GMSD staff members.
- 5 If an Individual wishes to address the Board, he/she shall submit a “Public Comment Form” provided
6 before the beginning of the Board meeting to request time to speak. Delegations must select only
7 one individual to speak on their behalf unless otherwise determined by the Board. **The Chairman of**
8 **the Board shall take all practical steps to ensure that opposing viewpoints, if any, are represented fairly.**
- 9 Speakers will be introduced by the Chairman ~~of the Board~~ in order of the names appearing on the “Public
10 Comment Form”.
- 11 Each person speaking shall state his/her name, ~~address,~~ **city of residence,** and ~~subject of~~
12 ~~presentation.~~ **subject of his/her comments.** Remarks will be limited to three (3) minutes unless time is
13 extended by the Board or otherwise reduced by the Chairman to reflect the number of citizens to be
14 heard. Speakers are asked to refrain from using names of personnel or names of persons connected with
15 the school system when lodging a complaint. However, after the meeting has concluded, the speaker
16 may supply to the Board Chairman the names of the persons about whom the complaint is being lodged
17 and the name will be shared by the Chairman with other members of the School Board. **The Chair****man**
18 shall have the authority to terminate the remarks of any individual who is disruptive or does not
19 adhere to Board rules.
- 20 Speakers will not be permitted to use obscene language when making their comments.

Legal References

T.C.A. § 39-17-306
Public Acts of 2023, Public Chapter 300

Rationale for Revision of GMSD Policies 7.27.23 Board Work Session and Business Meeting

Revisions are recommended for the following.

First Reading – 7.27.23

Second Reading – August 2023 (Tentative – TBD)

- 1) Revision Policy 1.400 - School Board Meetings – These changes are precipitated by changes in State law.

- 2) Revision Policy 3.202 - Emergency Planning – These changes are precipitated by changes in State law.

- 3) Revision Policy 3.205 – Security –These changes are precipitated by changes in State law.

- 4) NEW Policy 3.219 - USE OF UNMANNED AIRCRAFT SYSTEMS - DRONES – This is a new policy, which is precipitated by the advice of our insurance carrier.

- 5) Revision Policy 4.300 – Extracurricular Activities-These changes are precipitated by changes in State law.

- 6) Revision Policy 4.603 - Grades K-8 Promotion and Retention – These changes are precipitated by changes in State law.

- 7) Revision Policy 5.307 - Physical Assault Leave – These changes are precipitated by changes in State law.

- 8) Revision Policy 6.202 – Home Schools – These changes are precipitated by changes in State law.

- 9) Revision Policy 6.203 – School Admissions – These changes are precipitated by changes in State law.

- 10) Revision Policy 6.402 - Physical Examinations and Immunizations – These changes are precipitated by changes in State law.

- 11) Revision Policy 6.411 - Student Wellness – These changes are precipitated by changes in State law.

- 12) Revision Policy 6.418 - Student Health – These changes are precipitated by changes in State law.

- 13) Revision Policy 6.4001 - Student Surveys, Analyses, and Evaluations – These changes are precipitated by changes in State law.

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: School Board Meetings	Descriptor Code: 1.400	Issued Date: 07/**/23 06/07/22 10/26/15
		Rescinds:	Issued:

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

2 Every meeting of the Board, will be open to the public with the exception of:

- 3 1. Meetings with the Board Attorney to discuss pending or threatened litigation; and
- 4
- 5 2. Any meeting relating to school security, the district-wide school safety plans or the building-
- 6 level school safety plans; however, the Board shall not discuss or deliberate on any other
- 7 issues or subjects during such a meeting. Though closed to the public, reasonable notice shall
- 8 be provided to the general public prior to such a meeting.

9 Open meetings will be physically accessible to all students, employees, and interested citizens.
10 Individuals with a disability may request an accommodation in order to fully participate as a member of
11 the general public in School Board meetings. The Board will make every effort to reach a reasonable
12 accommodation which will allow for participation in the School Board meeting. Such request should be
13 made to the central office.

14 The Board may restrict the recording of Board meetings via camera, camcorder or other photographic
15 equipment when such recording creates a threat to public safety and welfare or impedes the conducting
16 of efficient and orderly public meetings.

17 The Superintendent shall arrange for all business meetings and work sessions of the Board to be
18 videotaped and shall make the videos available for viewing on the District website.

19 **REGULAR MEETINGS**

20 The Germantown Board of Education shall hold regular monthly meetings at a determined time and
21 place agreeable to the Members.

22 In instances when any regular meeting date falls on a legal holiday, the meeting shall be rescheduled
23 by the Chair.

24 **SPECIAL MEETINGS**

25 The Board shall hold such special meetings as necessary to transact the business of the Board. Such
26 meetings shall be called by the Chair whenever, in the Chair's judgment, the interests of the schools
27 require it, or when requested to do so by a majority of the Board.

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

3 **ELECTRONIC ATTENDANCE**

4 Absent Board Members may attend a regular or special meeting by electronic means if the Member is
5 absent because of work, a family emergency, or the Member's military service. If a Board Member is
6 absent due to military service, he/she may participate electronically as often as he/she is able to do so.
7 However, a Board Member may not participate electronically more than two (2) times per year for
8 absences due to work and/or family emergencies. **A Board Member may not participate electronically
9 more than three (3) times per year for absences due to illness or being in a period of convalescence,
10 inclement weather, or natural disaster.**

11 *General Requirements*

12 The following requirements apply to all electronic attendance, regardless of the reason for the Member's
13 absence:

- 14 1. A quorum of the Board must be physically present at the meeting in order for any Member to attend
15 electronically.
- 16 2. Any Member wishing to participate electronically must do so using technology which allows
17 the Chair to visually identify the Member.
- 18 3. The responsibility for the connection lies with the Member wishing to participate electronically.
19 No more than three (3) attempts to connect shall be made, unless the Board chooses to make
20 additional attempts.
21
22

23 *Work Related Absence*

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

- 25 1. The Board Member must be absent from the County due to work.
- 26 2. The Member wishing to participate must give the Chair and Superintendent at least five (5)
27 days' notice prior to the meeting of the Member's desire to participate electronically.
28

29 ***Board Member Illness or Convalescence***

30 **The following requirement applies to electronic attendance due to Board Member illness or
31 convalescence:**

32 **The Board Member must be ill or in a period of convalescence on the advice of a healthcare
33 professional that the Member not appear in person.**

34 ***Inclement Weather or Natural Disaster***

35 **The following requirement applies to electronic attendance due to inclement weather or natural disaster:**

1 The Districts schools are closed and the Board Member is unable to attend a Board meeting due
2 to inclement weather or natural disaster.

3 *Family Emergency*

4 The following requirement applies to electronic attendance due to a family emergency:

5 The Member must be absent due to a family emergency that inhibits the Board Member from
6 attending the Board meeting in person. The family members to whom this Policy applies are:
7 ~~the hospitalization of the Member or the death or hospitalization of the~~ Member's spouse, father,
8 mother, son, daughter, brother, sister, son-in-law, daughter-in-law, step-son, step-daughter, father-
9 in-law, mother-in-law, brother-in-law, or sister-in-law.

Legal References

T.C.A. § 8-44-102;

T.C.A. § 49-2-202

T.C.A. § 49-2-203

T.C.A. § 49-6-804

28 CFR § 36.201 ~~(a)~~

28 CFR § 36.202

~~Tenn. Atty. Gen. OP # 95-126~~

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Emergency Planning	Descriptor Code: 3.202	Issued Date: 07/**/23 02/07/23 06/07/22 11/30/21 05/07/18
		Rescinds: 3.202	Issued: 07/11/16

1 The Superintendent shall be responsible for developing and acquiring Board approval of a
2 Comprehensive District-Wide School Safety Plan and Building-level School Safety Plan (hereinafter
3 “the Safety Plans”) regarding crisis intervention, emergency response, emergency management, and
4 cybersecurity. The Safety Plans shall include procedures for bomb threats, civil disturbances, armed
5 intruders, earthquakes, fires, tornadoes or other severe weather, medical emergencies, and cyber-attacks.

6 FIRE AND SAFETY DRILLS

7 Each GMSD Principal shall ensure that one fire drill requiring full evacuation is given every thirty (30)
8 school days, with two (2) fire drills occurring during the first thirty (30) full days of the school year.
9 Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted
10 throughout the year.

11 Each GMSD Principal shall ensure that three (3) additional safety drills are given during the school
12 year. Two of these drills will cover earthquakes. One drill may cover inclement weather, or other
13 emergency drills that do not require full evacuation. A record of all drills, including the time and date,
14 shall be kept in each school's office.

15 ~~ARMED INTRUDER DRILLS~~

16 Each GMSD Principal shall ensure that each school safety team conducts at least one (1) armed intruder
17 drill, incident command drill, and emergency safety bus drill, annually in coordination with local law
18 enforcement. The incident command drill and the emergency safety bus drill shall be conducted without
19 students present. A record of all fire and safety drills, including the time and date, shall be kept in each
20 school's office for a period of five (5) years.

21 AED/CPR DRILLS

22 The GMSD Coordinated school Health Specialist shall schedule an annual AED training for all school
23 personnel. The Principal for each GMSD school shall conduct an annual CPR drill and AED drill for
24 students and employees so that students and employees are aware of the steps that must be taken if an
25 event should occur that requires the use of CPR and/or an AED.

26 REMOTE LEARNING DRILLS

27 The District shall conduct a remote learning drill once per school year to ensure that schools, students,
28 and parents of students can easily transition from in-person learning to remote learning.

1 The drill must accurately reflect the District's Plan for transitioning students to remote learning in the
2 event of disruption to school operations.

3 Students shall not be required or asked to transition exclusively to remote learning at any time during
4 the remote learning drill.

5 The District shall address any issues that are identified during the remote learning drill.

6 **FIRE EXTINGUISHERS**

7 Each school's Plant Manager shall regularly check the quantity, locations, and conditions of fire
8 extinguishers.

9 **MEDICAL EMERGENCIES/PANDEMIC**

10 In the event of medical emergencies, such as a pandemic outbreak, school officials shall cooperate and
11 consult with the local and state health departments and other local emergency or healthcare providers
12 in protecting students and the community from further infection.

Legal References

T.C.A. § 49-2-122

T.C.A. § 49-2-139

T.C.A. § 49-6-804

T.C.A. § 49-6-807

T.C.A. § 49-6-1208

T.C.A. § 68-102-137

T.C.A. § 68-140-404

This is a New Policy

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Use of Unmanned Aircraft Systems (Drones)	Descriptor Code: 3.219	Issued Date: 07/**/23
		Rescinds:	Issued:

1 An unmanned aircraft system ("drone") is a powered, aerial vehicle that:

- 2 1. Does not carry a human operator and is operated without the possibility of direct human
3 intervention from within or on the aircraft;
- 4 2. Uses aerodynamic forces to provide vehicle lift;
- 5 3. Can fly autonomously or be piloted remotely; and
- 6 4. Can be expendable or recoverable.

7 **APPROPRIATE USE**

8 Only District owned or District authorized drones may be operated on District property. The use of
9 drones may be authorized only by the Superintendent/designee or school Principal. All drone use
10 authorizations must be in writing.

11 Staff members, students, coaches, sponsors, or parent(s)/guardian(s) representing the District or any of
12 its affiliated clubs shall operate all District owned or District authorized drones in accordance with all
13 applicable Federal Aviation laws and regulations. This includes any certifications or authorizations that
14 may be required from the Federal Aviation Administration based on the drone's intended use.

15 The following guidelines shall be adhered to when flying a drone on District property:

- 16 1. All drones operating on District property shall weigh no more than fifty-five (55) pounds;
- 17 2. Operators shall not operate a drone within five (5) miles of any airport without prior notification
18 and confirmation from airport authorities;
- 19 3. Operators shall not operate a drone above an altitude of four-hundred (400) feet above ground
20 level and remain clear of surrounding obstacles;
- 21 4. Operators shall maintain safe control and line of sight with the drone during all stages of
22 operation;
- 23 5. Operators shall maintain a safe operating distance from crowds and ensure drone operations do
24 not interfere with manned aircraft operations;
- 25 6. Data collected by a drone can only be used for educational, District, or safety/emergency
26 purposes and may not be sold for profit;

1 7. Operators assume all risk of damage to property and bodily injuries that may occur due to unsafe
2 operation of drones.

3 **INAPPROPRIATE USE**

4 Inappropriate use of drones includes, but is not limited to, the following:

5 1. Violating any local ordinances or state or federal law;

6 2. Taking pictures of property or persons without consent;

7 3. Violating safe operating protocols as defined in the drone user manual;

8 4. Failing to follow Board policy while using the drone; and

9 5. Harassing the District or any of its employees, visitors, or students, insulting, or attacking
10 others.

11 **PENALTIES FOR INAPPROPRIATE USE**

12 Violations of this Policy may subject the drone operator to disciplinary action, up to and including,
13 suspension and/or expulsion for students or suspension and/or termination for employees.

Legal References

T.C.A. § 39-13-609

T.C.A. § 39-13-903

T.C.A. § 39-14-405

FAA Modernization and Reform Act of 2012, 49

U.S.C.A. § 40101, *et seq.*

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Extracurricular Activities	Descriptor Code: 4.300	Issued Date: 07/**/23 04/19/22
		Rescinds: 4.300	Issued: 05/05/14

1 The following guidelines shall be followed in administering school-sponsored extracurricular activities:

- 2 1. Each student activity must be under the guidance and direction of a certified staff member.
- 3
- 4 2. All extracurricular activities and clubs must have the approval of the Principal.
- 5
- 6 3. A student shall not be required to attend an extracurricular activity that is scheduled at a time
- 7 which conflicts with his/her religious practices.
- 8
- 9 4. Extracurricular activities during vacation periods shall be restricted to regularly scheduled
- 10 athletic programs and major events which cannot be scheduled otherwise.
- 11
- 12 5. A student on out-of-school suspension shall not be permitted to participate in extracurricular
- 13 activities.
- 14 6. Activities which restrict participation because of race, color, religion, sex, disabilities, or
- 15 national origin are strictly forbidden.

16 7. A list of all clubs and organizations available to students shall be displayed on each school's

17 website and in each school's Student Handbook. The list shall include:

- 18 a. The names of the clubs and organizations, including any abbreviations or acronyms;
- 19 b. The mission and purpose of the club or organization;
- 20 c. All financial requirements associated with membership in the club or organization.

21 No school shall allow a student under the age of 18 to become a member of a club or organization or

22 allow a student under the age of 18 to participate in any activity of a club or organization, unless the

23 student's parent or guardian first provides written, dated consent to the student's membership or

24 participation.

Legal References

T.C.A. § 49-6-1301
20 U.S.C. § 1703

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Grades K-8 Promotion and Retention	Descriptor Code: 4.603	Issued Date: 07/**/23 08/30/22 05/17/21
		Rescinds: 4.603	Issued: 04/22/19

1 Beginning with the 2022-2023 school year, a student in the third grade shall not be promoted to the next
2 grade level unless the student is determined to be proficient in English language arts (ELA) based on the
3 student's achieving a performance level rating of "met expectations" or "exceeded expectations" on the
4 ELA portion of the student's most recent Tennessee Comprehensive Assessment Program (TCAP) test.

5 **PROMOTION AND RETENTION**

- 6 1. Promotion to the next grade level shall be based on the successful completion of required
7 academic work or demonstration of satisfactory progress in each of the relevant academic areas.
- 8 2. Schools shall identify students who demonstrate difficulty in achieving the requirements for
9 promotion to the next grade level and therefore may be at risk for retention by February 1.
10 Schools shall notify the parent or guardian of any student who is identified as at risk for retention
11 within fifteen (15) calendar days of identification.
- 12 3. Factors used to identify students who are at risk for retention shall, at a minimum, include:
 - 13 (a) The student's ability to perform at the expectations of the current grade-level standards;
 - 14 (b) The results of local assessments, screening, or monitoring tools;
 - 15 (c) State assessments, as applicable;
 - 16 (d) Home Literacy Reports provided in accordance with T.C.A. § 49-1-905;
 - 17 (e) The overall academic achievement of the student;
 - 18 (f) The student's likelihood of success with more difficult material if promoted to the next
19 grade;
 - 20 (g) The student's attendance record; and
 - 21 (h) The student's maturity.
- 22 4. Schools shall develop and implement an individualized promotion plan for any student identified
23 as at risk for retention to help the student avoid retention.
 - 24 (a) The individualized promotion plan shall be developed in coordination with the student's
25 teachers, IEP or 504 team, if applicable, and may also include input from the student's

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

26 (vi) The student demonstrates proficiency in ELA standards based on the
27 student's scoring within the fiftieth percentile on the most recently
28 administered state-provided benchmark assessment, if the benchmark
29 assessment is administered to the student in a test environment as
30 determined by the Department, and GMSD agrees to provide tutoring
31 services to the student for the entirety of the student's fourth grade year
32 based on tutoring requirements established by the Department. If a student
33 is promoted to the fourth grade pursuant to this provision, then GMSD
34 shall notify the student's parent or guardian, in writing, of the benefits of
35 enrolling their student in a learning loss bridge camp and encouraging the
36 parent or guardian to do so; and

37 2. A student in grade (3) who is not proficient in ELA, as determined by the student's
38 achieving a performance level rating of "below expectations" on the ELA portion

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

3 (i) The student is an English language learner and has received less than two
4 (2) 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 retested in accordance with department guidelines before the
8 beginning of the next school year and scores proficient in ELA; or

9 (iv) The student attends a learning loss bridge camp before the beginning of
10 the upcoming school year and maintains a ninety (90%) percent
11 attendance rate at the camp, and receives high-dosage, low-ratio tutoring
12 for the entirety of the upcoming school year from a Tennessee accelerating
13 literacy and learning corps (TALLC) tutor. For the purposes of this policy,
14 "high-dosage, low-ratio tutoring" means a minimum of two (2) thirty (30)
15 minute sessions per week with a one to three (1:3) teacher to student ratio.
16 TALLC high-dosage, low-ratio tutoring may be provided through the
17 following options:

18 a. A tutor recruited and trained through the department TN ALL
19 Corps grant program.

20 b. District recruited tutor who has completed the department's TN
21 ALL Corps training.

22 (b) Students who are absent from the learning loss bridge camp, as referenced in section
23 5(a)1. and 5(a)2. above shall be permitted one excused absence, during the term of the
24 learning loss bridge camp. Absences will be excused for the reasons set forth in GMSD
25 Board Policy 6.200, Attendance and Truancy. In the event that the absence is excused, it
26 must be made up on the day designated by the GMSD Department of Teaching, Learning,
27 and Assessment. In order for the absence to be excused, within two (2) days of the
28 absence, the parent must present a note to the student's learning loss bridge camp teacher
29 verifying that the absence was due to one of the reasons set forth in the "excused absence"
30 definitions set forth in GMSD Board Policy 6.200. If a note is not received within two
31 (2) days of the absence, the absence will be deemed unexcused.

32 The make-up date for the excused absence will be announced to parents/guardians on the
33 first day of the learning loss bridge camp. Students attending the designated make-up date
34 shall take the required post-test on a date designated by the GMSD Department of
35 Teaching, Learning, and Assessment, as directed by the Tennessee Department of
36 Education. The date of the make-up post-test will be announced to parents/guardians on
37 the first day of the learning loss bridge camp.

1 If the student does not maintain a 90% attendance rate at the learning loss bridge camp,
2 or if the student misses a day due to an excused absence and does not make up the day on
3 the designated make-up day and otherwise does not meet the requirements set forth above,
4 the student may not take advantage of the exceptions to the mandatory retention
5 provisions set forth in sections 5(a)1. and 5(a)2. above.

6 Parents of students attending the learning loss bridge camp shall be provided a copy of
7 this policy upon their submission of camp registration.

8 (bc) A student who is promoted to the fourth grade pursuant to subdivision 5.(a)1.(v) or
9 5.(a)2.(iv) must show adequate growth on the fourth (4th) grade ELA portion of the TCAP
10 test as further defined in the Tennessee State Board of Education's Promotion and
11 Retention Policy 3.300 before the student may be promoted to the fifth (5th) grade.

12 (ed) Notwithstanding paragraph (b) above, a student shall not be retained in the fourth (4th)
13 grade more than once.

14 (ec) The requirements set forth in paragraph 5 (a)-(d) do not supersede GMSD's obligation to
15 comply with the Individuals with Disabilities Act (20 U.S.C. § 1400, *et seq.*) or Section
16 504 of the Rehabilitation Act (29 U.S.C. § 794).

17 (f) Beginning with the 2023-2024 school year, a student who is retained in any of the grades
18 kindergarten through three (K-3) must be assigned a tutor to provide the student with
19 tutoring services for the entirety of the upcoming school year based on tutoring
20 requirements established by the Department.

21 (eg) A decision to retain a student for any reason, other than those set forth in paragraphs 1-5
22 (b) of this Policy may be appealed to GMSD's Assistant Superintendent of Teaching,
23 Learning and Assessment. The GMSD Assistant Superintendent of Teaching, Learning
24 and Assessment may overturn the decision to retain for good cause shown, and due to
25 extenuating circumstances, as is determined in the discretion of the GMSD Assistant
26 Superintendent of Teaching, Learning and Assessment. The decision of the GMSD
27 Assistant Superintendent of Teaching, Learning and Assessment shall be final. No
28 retention decision based upon paragraphs 1-5 (b) of this Policy may be appealed to
29 GMSD's Assistant Superintendent of Teaching, Learning and Assessment or to GMSD.

30 (fg) Parents or legal guardians of a student who is identified for retention in third grade
31 pursuant to Paragraph 5(a) of this Policy may appeal the retention decision to the
32 Tennessee Department of Education on forms provided on the Tennessee Department of
33 Education website.

Legal References

State Board of Education Policy 3.300

State Board of Education Rule 0520-01-03-.03

T.C.A. § 49-6-3115

~~20 USCA § 1400, et seq.~~

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Physical Assault Leave	Descriptor Code: 5.307	Issued Date: 07/**/23 05/23/22
		Rescinds: 5.307	Issued: 07/27/21

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

5 The school system shall continue to pay the teacher's full benefits including, but not limited to health
6 insurance benefits, until the earlier of the date on which the teacher is released by the teacher's physician
7 to return to work or the date on which the teacher is determined by the teacher's physician to be
8 permanently disabled from returning to work. "Full benefits," as used in this **Policy section** means the
9 benefits the teacher was receiving from GMSD when the teacher was placed on leave due to the teacher's
10 personal injury. ~~"Full benefits," as used herein does not include the teacher's full salary.~~ If a teacher
11 receives benefits under a worker's compensation or similar type benefit during the time the teacher is on
12 leave, GMSD must pay the difference between the teacher's full salary and the worker's compensation
13 or similar type benefits received, but not to exceed one (1) year from the date the injury was incurred.

14 A signed statement listing the cause of the absence shall be provided by the employee on forms
15 furnished by the GMSD Human Resources Department and shall promptly be given to the immediate
16 supervisor in support of all claims. A certificate from the physician on forms furnished by the GMSD
17 Human Resources Department may also be required to verify the extent of the injury.
18

Legal References

T.C.A. § 49-5-714

State Board of Education Rule ~~FRR/MS~~ 0520-01-02-.04

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Home Schools	Descriptor Code: 6.202	Issued Date: 07/**/23 06/27/23 08/24/21
		Rescinds: 6.202	Issued: 07/07/14

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

5 A parent wishing to conduct a home school shall meet the following requirements:

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

1 11. In the event of illness or inadequacy of the home school parent-teacher to teach a specific subject,
2 employ a tutor having the same qualifications as required of parent/teacher.

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

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

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

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

Legal References

T.C.A. § 49-6-3004
T.C.A. § 49-6-3050
T.C.A. § 49-6-5001
T.C.A. § 49-50-801

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: School Admissions	Descriptor Code: 6.203	Issued Date: 07/**/23 09/16/19
		Rescinds: 6.203	Issued: 05/05/14

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

- 2 1. A birth certificate or officially acceptable evidence of date of birth at the time of registration;¹
- 3
- 4 ~~2.~~ Evidence of a current medical examination by a doctor of medicine, osteopathic physician,
5 Physician Assistant, Certified Nurse Practitioner, or properly trained Public Health Nurse
6 (unless exceptions set forth in State law and GMSD's Physical Examinations and
7 Immunizations Policy apply); and ~~2. There shall be a complete medical examination of every
8 student entering school for the first time; and~~
- 9
- 10 3. Evidence of state-required immunizations (unless exceptions set forth in State law and
11 GMSD's Physical Examinations and Immunizations Policy apply).³

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

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

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

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

- 27 1) Initially enrolls in an LEA;
- 28
- 29 2) Resumes school attendance after suspension, expulsion or adjudication of delinquency; or
- 30
- 31 3) Changes ~~s~~ schools within this state.

1 Within five (5) days of the notification, the Principal/designee shall convene a meeting to develop a
2 plan that sets out a list of goals to provide the child an opportunity to succeed in school, provide for
3 school safety, a schedule for completion of the goals and the personnel who will be responsible for
4 working with the student to complete the goals.

5 This information shall be shared only with school employees who have responsibility for classroom
6 instruction of the student and the school counselor, social worker or psychologist who is developing a
7 plan for the child while in the school, and the school resource officer and any other person allowed by
8 law. Such information is otherwise confidential and shall not be released to others, and the written
9 notification shall not become a part of the student's record.⁵

10 **RELOCATION OF MILITARY SERVICE MEMBER**⁶

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

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

Legal References

T.C.A. § 37-1-131

T.C.A. § 49-6-3001(e)(6)

T.C.A. § 49-6-3008(b)

T.C.A. § 49-6-3051

T.C.A. § 49-6-3101

T.C.A. § 49-6-5001(e)

TRR/MS 0520-01-03-08(2)(a)

Public Acts of 2019, Chapter No. 138;

State Board of Education Policy 2.103

Germantown Municipal School District

Monitoring: Review: Annually, in April	Descriptor Term: Student Surveys, Analyses, and Evaluations	Descriptor Code: 6.4001	Issued Date: 07/**/23 10/26/21
		Rescinds: 6.4001	Issued: 06/06/16

1 Surveys, analyses, and evaluations for research purposes shall be allowed by the Board when the project
 2 is viewed as contributory to a greater understanding of the teaching-learning process, the project does
 3 not violate the goals of the Board, and the disruption of the regular school program is minimal. ~~The~~
 4 ~~director of schools shall develop administrative procedures for approving requests for conducting~~
 5 ~~surveys, analyses, or evaluations by agencies, organizations or individuals. The requests shall outline~~
 6 ~~what is to be done, who is to be involved and how the results will be used and distributed.~~¹

7 Prior to the dissemination of a survey, analysis, or evaluation to students, parents/guardians shall be
 8 notified of their ability to review the materials. Such notification shall include information indicating the
 9 purpose of the survey, analysis, or evaluation as well as who will have access to the results. ~~Following~~
 10 ~~such notification and prior to the administration of the survey, analysis, or evaluation, parents/guardians~~
 11 ~~may opt their child out of participation.~~ No student may, without written and voluntary consent of the
 12 student's parent or legal guardian, or the student if the student is 18 years of age or older, participate in
 13 a survey, analysis, or evaluation. However, no written consent is required if the survey, analysis, or
 14 evaluation is related to classroom instruction of a curriculum and the survey, analysis, or evaluation is
 15 distributed to students as a method of effectiveness of an instructional curriculum. A student's parent or
 16 guardian or the student if the student is 18 years of age or older, may withdraw the written consent at
 17 any time before the student participates in the survey, analysis, or evaluation.

18 No student shall be required, as part of any program, to submit to a survey, analysis or evaluation that
 19 reveals information concerning:^{1,2}

- 20 1. mental or psychological problems of the student or the student's family;
- 21
- 22 2. sexual behavior or attitudes;
- 23
- 24 3. illegal, anti-social, self-incriminating, or demeaning behavior;
- 25
- 26 4. critical appraisals of other individuals with whom respondents have close family relationships;
- 27
- 28 5. legally privileged relationships;
- 29
- 30 6. income; or
- 31
- 32 7. the collection of student biometric data involving the analysis of facial expressions, EEG brain
- 33 wave patterns, skin conductance, galvanic skin response, heart-rate variability, pulse, blood
- 34 volume, posture, and eye-tracking³

1 without the prior consent of the student (if the student is an adult or emancipated minor), or in the case
2 of an unemancipated minor, without the prior written consent of the student's parent or guardian.

3 The collection of the following student data is strictly prohibited:⁴

- 4 1. political affiliation or voting history;
- 5
- 6 2. religious practices; and
- 7
- 8 3. firearm ownership.

9 **COLLECTING, DISCLOSING OR USING INFORMATION FOR MARKETING**⁵

10 In general, the district will not collect, disclose or use personal student information for the purpose of
11 marketing or selling that information or otherwise providing that information to others for that purpose.
12 If any collected information is to be marketed or sold, parents will be directly notified at least annually
13 at the beginning of the school year of the specific or approximate dates when such information will be
14 collected. Parents, upon request, may inspect any instrument used to collect personal information for
15 the purpose of marketing or selling that information before the instrument is administered or
16 distributed to the student. All parents and students of appropriate age may decline to provide the
17 information requested.

18 This portion of the policy does not apply to the collection, disclosure or use of personal information
19 collected from students for the exclusive purpose of developing, evaluating or providing educational
20 products or services for or to students or educational institutions to the extent allowed by law, such as
21 the following: ⁴

- 22 1. College or other postsecondary education recruitment or military recruitment.
 - 23 a. Each local educational agency receiving assistance under the Every Student Succeeds
24 Act shall provide, upon a request made by a military recruiter or an institution of higher
25 education, access to the name, address, and telephone listing of each secondary school
26 student served by the local educational agency, unless the parent has indicated to opt
27 out during the registration process or written notification to the school.⁵
- 28
- 29 2. Book clubs, magazines and programs providing access to low-cost literary products.
- 30
- 31 3. Tests and assessments used by elementary schools and secondary schools to provide cognitive,
32 evaluative, diagnostic, clinical, aptitude or achievement information about students (or to
33 generate other statistically useful data for the purpose of securing such tests and assessments)
34 and the subsequent analysis and public release of the aggregate data from such tests and
35 assessments.
- 36

- 1 4. The sale by students of products or services to raise funds for school-related or education
- 2 related activities.
- 3
- 4 5. Student recognition programs.

Legal References

T.C.A. § 49-1-705
T.C.A. § 49-1-706
T.C.A. § 49-2-211
20 U.S.C.A. § 1232h
~~20 USCA § 1232h(e)(1); 20 USCA § 1232h(e)(4)~~

Cross References

Testing Programs 4.700

Germantown Municipal School District

Monitoring: Review: Annually, in September	Descriptor Term: Physical Examinations and Immunizations	Descriptor Code: 6.402	Issued Date: 07/**/23 10/26/21
		Rescinds: 6.402	Revised: 08/24/21

1 **PHYSICAL EXAMINATIONS¹**

2 The District is concerned about the health and wellness of the entire student community. To this end,
3 physical examinations, except as exempt by statute, shall be required of students **prior to 1.E** entering
4 school for the first time² (applies to all schools, including Pre-K, for whom there is no health record);
5 ~~or~~

6 ~~2. Participating in interscholastic athletics² (including any strenuous physical activity program~~
7 ~~covered by TSSAA)~~

8 **The Principal shall insure that there is a complete physical examination of each student that participates**
9 **as a member of any athletic team or extracurricular activity requiring strenuous physical activity, as**
10 **required by law.**

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

13 Physical Examination Administered by the District³

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

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

22 **IMMUNIZATIONS**

23 A. No students entering school, **with the exception of those students granted statutory exemption,**
24 **including those entering pre-kindergarten, kindergarten, or first grade, will be permitted to enroll**
25 **(or attend) without proof of immunization.**

26 B. It is the responsibility of all parents and guardians to have their children immunized and to
27 **provide such proof to the principal of the school the student is to attend, unless a statutory**
28 **exemption has been granted.⁴**

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

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

13 For Exemptions, in absence of epidemic or immediate threat, parents or guardian shall file with school
 14 authorities a signed, written statement that such measures conflict with his/her religious tenets or
 15 practice;⁵ or due to medical reasons if such child has a written statement from his/her doctor excusing
 16 him/her from such immunizations, or evidence of the student's enrollment in a home school program.⁶

17 No child or youth determined to be homeless shall be denied admission to any school or school facility
 18 if the child or youth has not been immunized or is unable to produce immunization records due to being
 19 homeless. If the child or youth needs to obtain immunizations or medical records, the enrolling school
 20 shall immediately refer the parent or guardian of the homeless child or youth to the Coordinated School
 21 Health Specialist who shall assist in obtaining necessary immunizations or medical records.

Legal References

20 USCA § 1232h(e)
 TRR/MS State Board of Education Rule 0520-01-13-.01(1)(a)
 Tennessee School Health Screening Guidelines,
<https://www.tn.gov/content/dam/tn/education/esh/esh-school-health-screening-guidelines.pdf>; 20 USCA § 1232h(e)(2)(C)
 T.C.A. § 49-6-3050
 T.C.A. § 49-6-5001(a),(e)
 TCA 49-6-5001(b)(2); Public Acts of 2021, Chapter No. 513
 TCA 49-6-5001(e)(2)

Cross References

Promoting Student Welfare 6.400

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Student Wellness	Descriptor Code: 6.411	Issued Date: 07/**/23 10/26/21 12/09/19 09/16/19 08/21/17
		Rescinds: 6.411	Issued: 07/11/16

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

5 **COMMITMENT TO COORDINATED SCHOOL HEALTH**

6 All schools shall implement the CDC's Coordinated School Health approach to managing new and
7 existing wellness related programs and services in schools and the surrounding community based on
8 State law and State Board of Education CSH standards and guidelines. The district's Coordinated School
9 Health Coordinator shall be responsible for overseeing compliance with the State Board of Education
10 CSH standards and guidelines in the school district. A parent or legal guardian who wishes to excuse
11 the parent's or legal guardian's student from participating in a health screening provided as part of a
12 coordinated school health program must submit a request in writing to the student's school nurse. This
13 excuse from participating in health screenings shall be in effect unless and until the student's parent or
14 legal guardian revokes the excuse.

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

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

- 22 1. Making recommendations regarding student physical activity and nutrition policies;
- 23 2. Ensuring that all schools within the district create and implement an action plan related to all
24 School Health Index modules;
- 25 3. Ensuring that the results of the action plan are annually reported to the council; and
- 26 4. Ensuring that school level results include measures of progress on each indicator of the School
27 Health Index.

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

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

7 SCHOOL HEALTH INDEX

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

11 NUTRITION GUIDLELINES

12 The nutrition guidelines for all food and beverages offered for sale to students are follows:

- 13 • Will be consistent with the meal pattern requirements and nutrition standards for competitive
14 foods developed by USDA Smart Snacks in School nutrition standards.
- 15 • For other, non-sold foods and beverages made available on the school campus during the school
16 day, each school Principal shall monitor all such foods and beverages to ensure that non-sold
17 food and beverages comply as much as possible with USDA Smart Snack in School national
18 standards. However, it shall be the responsibility of each school Principal to ensure that non-
19 sold food and beverages that do not comply with the Smart Snacks guidelines are kept to a
20 minimum.

21 COMMITMENT TO NUTRITION

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

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

32 DISTRICT GOALS

33 The district will provide healthy nutrition through various activities, including nutrition related
34 newsletters, informational links on the district website, healthy eating posters and bulletin boards in
35 dining areas, and informational booths at various community functions. Nutrition education will be
36 offered as a part of a standard based program designed to provide students with the knowledge and skills
37 needed to promote optimum health as outlined in the State Board of Education Health Education and

1 Lifetime Wellness Standards. Nutrition education will discourage teachers from using high fat, sugar,
2 and sodium foods as rewards and encourage student to start each day with a healthy breakfast.

3 **FOOD AND BEVERAGE MARKETING**

4 Only those foods and beverages that meet the nutritional standards 7 C.F.R. § 210.11 may be marketed
5 on GMSD campuses. Marketing and advertising of food and beverages other than that sold on the school
6 campus is prohibited

7 **COMMITMENT TO PHYSICAL ACTIVITY AND PHYSICAL EDUCATION⁷**

8 The board recognizes that physical activity is extremely important to the overall health of a child.

9 ~~Schools will provide students with certain periods of physical activity depending on grade level:~~

- 10 ~~• 130 minutes of physical activity each full school week for all elementary school students.~~
- 11 ~~Elementary schools must offer at least one period of physical activity that is at least 15 minutes~~
- 12 ~~each day.~~
- 13 ~~• 90 minutes of physical activity each full school week for middle and high school students.~~
- 14 ~~• Physical activity may be integrated into any areas of the school program~~
- 15 ~~• Physical activity shall not be employed as a form of discipline or punishment.~~

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

20 **COMMITMENT TO CURRICULUM³**

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

23 **RECORD KEEPING COMPLIANCE**

24 The district's Coordinated School Health Supervisor shall ensure that records demonstrating
25 stakeholder's involvement requirements are maintained. The Coordinated School Health Supervisor
26 shall additionally document the school wellness policy and ensure triennial assessments are made
27 available to the public.⁸

28 **This Policy shall be included in school handbooks.**

Legal References

T.C.A. § 49-1-1002

T.C.A. § 49-6-1021

T.C.A. § 49-6-1022

T.C.A. § 49-6-2303

State Board of Education Policy 4.204

State Board of Education Policy 4.206

State Board of Education Rule ~~TRR/MS~~ 0520-01-06

42 USCA § 1758b

~~7 CFR § 210; 7 CFR § 220~~

7 CFR § 210.10

7 CFR § 210.20

7 CFR § 210.31(⊕)

Cross References

~~Student Suicide Prevention 6.415~~

Germantown Municipal School District

Monitoring: Review: Annually, in October	Descriptor Term: Student Health	Descriptor Code: 6.418	Issued Date: 07/**/23 11/30/21 09/15/14
		Rescinds:	Issued:

1 Students shall be provided access to comprehensive District preventive, early intervention, and health
2 referral services to address potential health problems that may adversely affect their health status and
3 learning potential. Site services shall be inclusive of (1) Vision and Hearing; (2) Body Mass Index
4 (BMI) and Blood Pressure; and (3) Early Periodic Screening, Diagnosis, and Treatment (EPSDT).

5 **A. Healthcare Service**

6 Preventive and early intervention health services aimed at preventing and screening for health
7 conditions shall be available to students of Germantown Municipal School District. Services shall be
8 conducted by qualified healthcare providers contracted and/or working in collaboration with the
9 district.

10 **Healthcare Monitoring**

11 Students entering grades Pre-K, K, 2, 4, 6, 8, Lifetime Wellness courses and students entering the
12 District from another district will be asked to provide evidence of completion of EPSDT or preventive
13 well-child screening. A parent or legal guardian who wishes to excuse the parent's or legal guardian's
14 student from participating in a health screening provided as part of a coordinated school health
15 program must submit a request in writing to the student's school nurse. Evidence of screening shall
16 consist of a report from a qualified healthcare provider within the past 12 months. No student shall be
17 excluded from school for failure to provide documentation of completion of or refusal to submit to an
18 EPSDT screening. If evidence of a screening is not available, the District shall make provisions for a
19 screening during the applicable school year upon request by the parent, guardian, or custodian.

20 **Health Referral Service**

21 The results of vision and hearing; BMI and blood Pressure; and EPSDT (including medical, dental, and
22 mental/behavioral health) screening conducted by healthcare providers contracted and/or working in
23 collaboration with GMSD shall be provided by the healthcare provider to parents. A referral to a
24 follow-up evaluation with healthcare provider shall be provided to parents whose child's test results
25 indicate a possible condition that may interfere or tend to interfere with the student's academic
26 progress.

27 **Medical Conditions**

28 A statement from a healthcare provider should be provided by the parent in those cases in which the
29 medical condition appears to warrant:

- 1
- 2 a. A modification in the standard curriculum or school related activities;
- 3 b. The need to supervise and/or administer medication during the school day; or
- 4 c. A special alert for school personnel regarding a possible requirement for emergency
- 5 first aid.

6 **B. Individualized Healthcare Plans**

7 When an Individualized Healthcare Plan (IHP) becomes necessary, it shall be written by the school
8 nurse in response to student's medical condition and shall include:

- 9 1. A specific timeframe to review with the parent/guardian (at least once per school year);
- 10 2. The medical condition; health assessment; emergency plan; identified health needs; and
- 11 procedures/treatments required during school hours;
- 12 3. Relevant documents, such as physician's statement.

13 The IHP should be distributed only to school employees with a legitimate need to know.

14 When the student has a disability and has an IEP or 504 Plan, the IHP shall be a part of the IEP or 504
15 Plan.

16 **C. Confidentiality**

17 An employee of Germantown Municipal School District shall safeguard student medical information
18 from unauthorized disclosure except as permissible by law or as required function to perform his/her
19 job responsibilities; and/or in a case where a student poses an imminent threat of harm to him/herself
20 or others. An employee who missuses, alters, removes, or improperly uses confidential student
21 medication information shall be subject to disciplinary action up to and including termination.

22 Volunteers whose volunteer activity may place them in a position where they may gain knowledge of
23 student's healthcare information as well as other entities contracted by and/or working in collaboration
24 with the District to provide healthcare services shall be held to the same professional standards as an
25 employee of Germantown Municipal School District. Sanctions for breach of confidentiality may
26 apply.

Legal Reference

T.C.A. § 49-1-1002

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Emergency Planning	Descriptor Code: 3.202	Issued Date: 07/**/23 02/07/23 06/07/22 11/30/21 05/07/18
		Rescinds: 3.202	Issued: 07/11/16

The Superintendent shall be responsible for ensuring that the school district has ~~developing and acquiring Board approval of~~ a Comprehensive District-Wide School Safety Plan and Building-level School Safety Plan (hereinafter “the Safety Plans”) regarding crisis intervention, emergency response, emergency management, and cybersecurity. The Safety Plans shall include procedures for bomb threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, medical emergencies, and cyber-attacks.

FIRE AND SAFETY DRILLS

Each GMSD Principal shall ensure that one fire drill requiring full evacuation is given every thirty (30) school days, with two (2) fire drills occurring during the first thirty (30) full days of the school year. Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted throughout the year.

Each GMSD Principal shall ensure that three (3) additional safety drills are given during the school year. Two of these drills will cover earthquakes. One drill may cover inclement weather, or other emergency drills that do not require full evacuation. A record of all drills, including the time and date, shall be kept in each school's office.

~~**ARMED INTRUDER DRILLS**~~

Each GMSD Principal shall ensure that each school safety team conducts at least one (1) armed intruder drill, incident command drill, and emergency safety bus drill, annually in coordination with local law enforcement. The incident command drill and the emergency safety bus drill shall be conducted without students present. A record of all fire and safety drills, including the time and date, shall be kept in each school’s office for a period of five (5) years.

AED/CPR DRILLS

The GMSD Coordinated school Health Specialist shall schedule an annual AED training for all school personnel. The Principal for each GMSD school shall conduct an annual CPR drill and AED drill for students and employees so that students and employees are aware of the steps that must be taken if an event should occur that requires the use of CPR and/or an AED.

REMOTE LEARNING DRILLS

The District shall conduct a remote learning drill once per school year to ensure that schools, students, and parents of students can easily transition from in-person learning to remote learning.

The drill must accurately reflect the District's Plan for transitioning students to remote learning in the event of disruption to school operations.

Students shall not be required or asked to transition exclusively to remote learning at any time during the remote learning drill.

The District shall address any issues that are identified during the remote learning drill.

FIRE EXTINGUISHERS

Each school's Plant Manager shall regularly check the quantity, locations, and conditions of fire extinguishers.

MEDICAL EMERGENCIES/PANDEMIC

In the event of medical emergencies, such as a pandemic outbreak, school officials shall cooperate and consult with the local and state health departments and other local emergency or healthcare providers in protecting students and the community from further infection.

Legal References

T.C.A. § 49-2-122
T.C.A. § 49-2-139
T.C.A. § 49-6-804
T.C.A. § 49-6-807
T.C.A. § 49-6-1208
T.C.A. § 68-102-137

T.C.A. § 68-140-404

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Security	Descriptor Code: 3.205	Issued Date: 07/**/23 05/05/14
		Rescinds:	Issued:

1 *General*¹

2 ~~The director of schools shall establish procedures to protect school property which shall include, but not~~
3 ~~be limited to:~~

4 1. ~~Closing and securing teacher work areas when left unattended or at the end of the day;~~

5 2. ~~Denying students permission to use the classrooms, laboratories, gymnasiums, or other school~~
6 ~~facilities or equipment without appropriate supervision;~~

7 3. ~~Controlling the issuance of keys; and~~

8 4. ~~Developing programs that contribute to the proper care and use of school facilities and~~
9 ~~equipment.~~

10 ~~Equipment purchased with federal funds shall be managed as directed by federal and state law.~~¹

11 ~~The principal shall call law enforcement officials in cases involving illegal entry, theft or vandalism.~~

12 ~~The principal shall notify the director of schools as soon as practical but no longer than 24 hours after a~~
13 ~~case of vandalism, theft, building damage and/or illegal entry.~~

14 The Principal shall contact the Germantown Police Department in cases involving assault and battery or
15 vandalism endangering life, health, or safety, illegal entry, theft or vandalism generally, on school
16 property, immediately upon learning of such acts.

17 The Principal is not to report fights not involving weapons or not involving serious personal injuries to
18 the Germantown Police Department (does not include SROs).

19 Every teacher observing or otherwise having knowledge of an assault and battery or vandalism
20 endangering life, health, or safety, illegal entry, theft, or vandalism generally, on school property, shall
21 report such acts to the Superintendent and the school Principal.

22 The Superintendent ~~director of schools~~, or his/her designee, is authorized to sign a criminal complaint
23 and to press charges against perpetrators for vandalism of school property.

24 THREAT ASSESSMENT TEAM

25 The Superintendent shall be responsible for establishing a GMSD Threat Assessment Team. The
26 purpose of the Threat Assessment Team shall be to develop comprehensive intervention-based

- 1 approaches to prevent violence, manage reports of potential threats, and create a system that fosters a
2 safe, supportive, and effective school environment.
- 3 (a) The Threat Assessment Team must include GMSD personnel and a representative from the
4 Germantown Police Department.
- 5 (b) The Threat Assessment Team shall:
- 6
- 7 (1) Obtain training from local law enforcement or mental health service providers on how to
8 assess individuals exhibiting threatening or disruptive behavior and develop interventions for
9 individuals exhibiting such behavior;
- 10 (2) Conduct threat assessments based on dangerous or threatening behavior of individuals in the
11 school, home, or community setting;
- 12 (3) Provide guidance to students, faculty, staff, and others in GMSD on how to recognize,
13 address, and report threatening or dangerous behavior;
- 14 (4) Establish procedures that outline the circumstances in which GMSD personnel are required
15 to report threatening or dangerous behavior;
- 16 (5) Establish procedures for students, faculty, and community members to anonymously report
17 threatening or dangerous behavior and specify to whom the behavior should be reported;
- 18 (6) Provide guidance and best practices for the intervention and prevention of violence;
- 19 (7) Establish procedures for the:
- 20 (A) Assessment of individuals exhibiting behavior that may present a threat to the health
21 or safety of the individual or others;
- 22 (B) Development of appropriate means of intervention, diversion, and de-escalation of
23 threats; and
- 24 (C) Development of appropriate courses of actions that should be taken in the event
25 threatening or dangerous behavior is reported, including, but not limited to, referrals to
26 community services or healthcare providers, notification of parents or guardians, if
27 appropriate, or notification of law enforcement and emergency medical services;
- 28 (8) Refer individuals to support services;
- 29 (9) Provide post-incident assessments and evaluate the effectiveness and response of GMSD to
30 incidents; and
- 31 (10) Coordinate with State agencies providing support services and technical assistance to local
32 threat assessment teams.

1 (c) The Threat Assessment Team shall document all behaviors and incidents deemed to pose a risk to
2 school safety or that result in intervention and shall provide the information to GMSD. All information
3 shall be documented in accordance with the Family Educational Rights and Privacy Act (FERPA) (20
4 U.S.C. 1232g), T.C.A. § 10-7-504, and all other relevant state and federal privacy laws. GMSD must
5 consider the information when reviewing and developing a building-level school safety plan.

6 (d) The Threat Assessment Team shall report Threat Assessment Team activities to the Board and the
7 Superintendent, the Tennessee Department of Safety, the Tennessee School Safety Center, and the
8 members of the State-level Safety Team, as established by State law, on a regular basis. The report must
9 include quantitative data on Threat Assessment Team activities, including post-incident assessments,
10 and must provide information on the effectiveness of the team's response to incidents deemed to pose a
11 risk to school safety. The report must comply with the FERPA, T.C.A. § 10-7-504, and all other relevant
12 state and federal privacy laws.

13 (e) Documents produced or obtained by the Threat Assessment Team are not open for public inspection.
14 Threat Assessment Team meetings do not constitute open meetings as defined by T.C.A. § 8-44-102.

15 **SCHOOL BUILDING ENTRANCES**

16 Each Principal shall ensure that their building-level school safety plan includes instructions regarding
17 school building entrances, in an effort to prevent unauthorized entry into their school building while
18 students are present during the school day, as well as when students are present outside of regular school
19 hours for school-related purposes or activities.

20 The primary entrance of each school may be unlocked during a school-related event or activity if the
21 door is continuously monitored by a school district employee who is physically present at the door to
22 ensure access is limited to only authorized persons and to alert others if an unauthorized person enters,
23 or attempts to enter, the school building.

24 State and local law enforcement are authorized to inspect exterior doors of school buildings. If law
25 enforcement personnel discover that a door is unlocked, in violation of this Policy, local law enforcement
26 must provide notice of same to the Superintendent. If the Superintendent receives such notice, the
27 Superintendent shall direct the Principal of the school at which the violation occurred, to within forty-
28 eight (48) hours of the Superintendent's receipt of the notification, notify the law enforcement agency,
29 in writing, that the door was immediately locked and that the processes are in place to ensure that the
30 door remains locked. Said notification shall also state whether the school has a full-time school resource
31 officer. The Principal shall copy said notification to the Board Chair Person, the PTSA President of the
32 school at which the violation occurred, the Tennessee Department of Safety, and the Tennessee
33 Department of Education.

34 Any school employee that props open an exterior school door shall receive disciplinary action, up to and
35 including termination.

36 **SCHOOL POLICING**

1 The Board may enter into a memorandum of understanding with the chief of a law enforcement agency
2 to provide school policing. Any memorandum of understanding shall address, at a minimum, the
3 following issues:²

- 4 1. Any School Resource Officer (SRO) assigned under a memorandum of understanding must be
5 in compliance with all laws, regulations and rules of the Peace Officer Standards and Training
6 Commission at the time of assignment and remain compliant throughout the tenure of his or her
7 assignment;
8
- 9 2. As a condition of assignment, any SRO must participate in forty (40) hours of basic training in
10 school policing within twelve (12) months of assignment. Every year thereafter, the SRO shall
11 participate in a minimum of sixteen (16) hours of training specific to school policing. All training
12 programs shall be approved by the Peace Officers Standards and Training Commission.
- 13 3. Any SRO assigned under the memorandum remains an employee of the law enforcement
14 agency, subject to that agency's direction, control, supervision and discipline.
15
- 16 4. No officer shall be assigned to a school, or continue in such an assignment, without the consent
17 of the **Superintendent/designee** ~~Director~~.
18
- 19 5. In the event that more than one SRO is assigned to a school system, the law enforcement
20 agency shall designate one of the SROs as the senior SRO, or such other, appropriate title. The
21 duties of the senior SRO, however designate, shall include, but not limited to, the following:
 - 22 a. To represent and carry out the policies of the law enforcement agency assigning the
23 SROs.
 - 24 b. To supervise the SROs in the performance of their duties;
 - 25 c. To consult with the **Superintendent/designee** ~~Director~~ regarding the best use of the
26 available resources for school policing; and
 - 27 d. To resolve disputes between the SROs and students or faculty members.
28
- 29 6. The memorandum may be effective for any length of time, including continuing until terminated
30 by the parties, and may contain any reasonable notice requirement for the termination of the
31 memorandum. However, the memorandum shall contain a provision allowing the
32 **Superintendent/designee** ~~Director~~ to suspend the active participation of the SROs in the event
33 that the **Superintendent/designee** ~~Director~~ believes that such suspension is best for the health,
34 safety and/or well-being of the students and/or faculty members.
35
36
37

Legal References

2 CFR § 200.313
T.C.A. § 49-6-804
T.C.A. § 49-6-807
T.C.A. § 49-6-808

~~Cross-References~~

~~Visitors to the Schools - 1.501~~
~~Care of School Property - 6.311~~

T.C.A. § 49-6-817
T.C.A. § 49-6-2701
T.C.A. § 49-6-4217
T.C.A. § 49-6-4301

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: School Board Meetings	Descriptor Code: 1.400	Issued Date: 07/**/23 06/07/22 10/26/15
		Rescinds:	Issued:

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

2 Every meeting of the Board, will be open to the public with the exception of:

- 3 1. Meetings with the Board Attorney to discuss pending or threatened litigation; and
- 4
- 5 2. Any meeting relating to school security, the district-wide school safety plans or the building-
- 6 level school safety plans; however, the Board shall not discuss or deliberate on any other
- 7 issues or subjects during such a meeting. Though closed to the public, reasonable notice shall
- 8 be provided to the general public prior to such a meeting.

9 Open meetings will be physically accessible to all students, employees, and interested citizens.
10 Individuals with a disability may request an accommodation in order to fully participate as a member of
11 the general public in School Board meetings. The Board will make every effort to reach a reasonable
12 accommodation which will allow for participation in the School Board meeting. Such request should be
13 made to the central office.

14 The Board may restrict the recording of Board meetings via camera, camcorder or other photographic
15 equipment when such recording creates a threat to public safety and welfare or impedes the conducting
16 of efficient and orderly public meetings.

17 The Superintendent shall arrange for all business meetings and work sessions of the Board to be
18 videotaped and shall make the videos available for viewing on the District website.

19 **REGULAR MEETINGS**

20 The Germantown Board of Education shall hold regular monthly meetings at a determined time and
21 place agreeable to the Members.

22 In instances when any regular meeting date falls on a legal holiday, the meeting shall be rescheduled
23 by the Chair.

24 **SPECIAL MEETINGS**

25 The Board shall hold such special meetings as necessary to transact the business of the Board. Such
26 meetings shall be called by the Chair whenever, in the Chair's judgment, the interests of the schools
27 require it, or when requested to do so by a majority of the Board.

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

3 **ELECTRONIC ATTENDANCE**

4 Absent Board Members may attend a regular or special meeting by electronic means if the Member is
5 absent because of work, a family emergency, or the Member's military service. If a Board Member is
6 absent due to military service, he/she may participate electronically as often as he/she is able to do so.
7 However, a Board Member may not participate electronically more than two (2) times per calendar year
8 for absences due to work and/or family emergencies. A Board Member may not participate
9 electronically more than three (3) times per calendar year for absences due to illness or being in a period
10 of convalescence, inclement weather, or natural disaster.

11 *General Requirements*

12 The following requirements apply to all electronic attendance, regardless of the reason for the Member's
13 absence:

- 14 1. A quorum of the Board must be physically present at the meeting in order for any Member to attend
15 electronically.
- 16 2. Any Member wishing to participate electronically must do so using technology which allows
17 the Chair to visually identify the Member.
- 18 3. The responsibility for the connection lies with the Member wishing to participate electronically.
19 No more than three (3) attempts to connect shall be made, unless the Board chooses to make
20 additional attempts.
21
22

23 *Work Related Absence*

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

- 25 1. The Board Member must be absent from the County due to work.
- 26 2. The Member wishing to participate must give the Chair and Superintendent at least five (5)
27 days' notice prior to the meeting of the Member's desire to participate electronically.
28

29 *Board Member Illness or Convalescence*

30 The following requirement applies to electronic attendance due to Board Member illness or
31 convalescence:

32 The Board Member must be ill or in a period of convalescence on the advice of a healthcare
33 professional that the Member not appear in person.

34 *Inclement Weather or Natural Disaster*

35 The following requirement applies to electronic attendance due to inclement weather or natural disaster:

1 The Districts schools are closed and the Board Member is unable to attend a Board meeting due
2 to inclement weather or natural disaster.

3 *Family Emergency*

4 The following requirement applies to electronic attendance due to a family emergency:

5 The Member must be absent due to a family emergency that inhibits the Board Member from
6 attending the Board meeting in person. The family members to whom this Policy applies are:
7 ~~the hospitalization of the Member or the death or hospitalization of the~~ Member's spouse, father,
8 mother, son, daughter, brother, sister, son-in-law, daughter-in-law, step-son, step-daughter, father-
9 in-law, mother-in-law, brother-in-law, or sister-in-law.

Legal References

T.C.A. § 8-44-102;

T.C.A. § 49-2-202

T.C.A. § 49-2-203

T.C.A. § 49-6-804

28 CFR § 36.201 ~~(a)~~

28 CFR § 36.202

~~Tenn. Atty. Gen. OP # 95-126~~



Germantown Municipal School District Budget Amendment

Fiscal Year: 2023 - 2024

Amendment # 1

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
141-72320-161	Salaries and Wages	115,824	-	7,538	123,362
142-72320-201	Social Security	26,959	-	467	27,426
141-72320-204	Retirement	37,309	-	649	37,958
141-72320-212	Medicare	6,305	-	109	6,414
141-72410-104	Salaries and Wages	923,011	-	12,448	935,459
142-72410-201	Social Security	204,876	-	772	205,648
141-72410-204	Retirement	284,361	-	848	285,209
141-72410-212	Medicare	47,915	-	181	48,096
141-46510	TISA Revenues	35,511,427	-	23,012	35,534,439

REASON FOR AMENDMENT:

Vacation pay out for executive secretary and for principal.

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

GMSD Board Chair Date

GMSD Superintendent Date