

GMSD Board Work Session
September 10, 2024 5:30 PM
Board Room, GMSD Office

1. Revision of Policies - First Reading
2. Revision of Policies - Second Reading
3. Miscellaneous FY 24-25 Budget Amendments #4-10
4. Purchase of Pearson Virtual Schools for Certified Teachers and Curriculum for GOAL
5. Voluntary Retirement Investment Options through TCRS
6. Houston High Track and Field Renovation
7. Additional School Fees and Activity Costs for Houston High School
8. Further Business

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Advertising and Distribution of Materials and Use of School or School District Name	Descriptor Code: 1.806	Issued Date: 09/**/24
		Rescinds:	Last Issued: 04/19/22

1 No part of the school system, including the facilities, the name, the staff, and the students, shall be used
2 for advertising or promoting the interests of any commercial, or other non-school agency or
3 organization except that:

- 4 1. If approved by the Principal, the school may cooperate in furthering the work of any non-profit,
5 community-wide social service agency, provided that such cooperation does not restrict or
6 impair the educational programs of the schools;
7
- 8 2. If approved by the Principal, the school may participate in radio or television programs
9 under acceptable commercial sponsorship when such programs are educationally beneficial.
10
- 11 3. If approved by the Principal, community, educational, charitable, recreational and other similar
12 civic groups may advertise events pertinent to students' interests or involvement.
13
- 14 4. If approved by the Superintendent, the school may, cooperate with any governmental agency
15 in promoting activities which advance the education or other best interests of the students;
16
- 17 5. If approved by the Principal, school publications may accept and publish paid advertising

18 All advertising shall meet the following criteria;

- 19 1. No advertising shall be allowed that is not age-appropriate to students;
- 20 2. No advertising shall promote the use of drugs, alcohol, tobacco, or gambling;
- 21 3. No advertising shall be lewd, obscene, or sexually explicit;
- 22 4. No advertising shall be permitted that, in the opinion of the Principal or the Superintendent,
23 would cause substantial disruption to the educational process.

24 USE OF SCHOOL DISTRICT NAME

25 No school or community organization, employee, student or other person may use the name or logo of
26 the school district or an individual school in any advertising, promotional manner, or for personal
27 benefit without prior written approval of the Superintendent Board.

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Interscholastic Athletics	Descriptor Code: 4.301	Issued Date: 09/**/24
		Rescinds: 4.301	Last Issued: 08/24/21

1 No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be
2 treated differently from another person or otherwise be discriminated against in any athletic program of
3 the school. Equal athletic opportunity shall be provided for members of both sexes.⁴

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

6 **Scheduling Athletic Events**

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

12 **Information Required to Participate**

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

- 15 • Written evidence that the student has permission to participate. The parent or guardian must also
16 sign the document.
17
- 18 • Written evidence the student and parent/guardian are aware of the TSSAA Concussion Policy.
19 Parents and/or Guardian must sign and return the Student-athlete & Parent/Legal Guardian
20 Concussion Statement to the proper designee.
21
- 22 • Written evidence that the student has passed a physical examination.⁶ This must be signed by a
23 doctor of medicine, osteopathic physician, and physician assistant or certified nurse practitioner.
24 Physical examinations must be given on or after May 1 and are then current for 13 months or the
25 entire upcoming school year.
26
- 27 • Written evidence that the student is covered by a family insurance policy. This statement must
28 list the name of the company and be signed by the parent or guardian. If the student is not covered
29 by a family policy, the student must have the special senior high football policy or student
30 insurance that covers all middle, ninth and senior high sports except senior high football.
31 Coverage shall not be less than the limits set forth in T.C.A. § 29-20-403.⁵

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

15 **Hiring of Coaches**

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

24 **Safety/Sportsmanship**

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

31 **Scheduling of Athletic Events**

32 Athletic events must adhere to the following scheduling rules:

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

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

17 Hazing⁹

18 Coaches, employees and volunteers of the school district shall not encourage, permit, condone or tolerate
19 hazing activities.

20 Verification of Age for Grades 7 through 12

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

22 Revenue Collection Rules and Procedures

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

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

32 Security Rule

33 Each school must have an administrator or designee at every athletic contest. TSSAA and this policy
34 require an administrator to be present at each varsity football, basketball, and soccer contest. Each
35 administrator or designee must identify himself/herself to all who are directing or supervising the contest.
36 Also, an administrator and police officer(s) must be present at each middle school and ninth grade

1 football and basketball contest. Principals of 7-12 schools are required to have police officers at all
2 football and basketball contests. The employment of police officers and the number to be employed at
3 all athletic contests is also left to the discretion of the Principal.

4 **CPR & AED TRAINING**

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

7 **CARDIAC ARREST EDUCATION**

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

10 **CONCUSSION PROTOCOL**

11 All coaches, whether employed by GMSD or as a volunteer, shall annually complete a Concussion
12 Recognition and Head Injury Safety Course Program by the Tennessee Department of Health.

13 Each year, all GMSD student-athletes and the student-athlete's parent or guardian must sign a statement
14 acknowledging that they have reviewed and signed the materials from TSSAA describing the signs and
15 symptoms of concussions, criteria for removal from and return to athletic participation, and the risks of
16 not reporting the injury and continuing to play. Each coach shall make available the forms that are to be
17 signed and returned by each student-athlete. The forms are also available on the TSSAA website. The
18 signed form should be on file with coaches, before the student-athlete participates. Each coach shall
19 maintain each athlete's file for three (3) years.

20 Each coach, regardless of whether they are GMSD employees shall comply with TSSAA concussion
21 requirements. After the completion of the concussion course(s), the school's Athletic Director shall
22 maintain for three (3) years and make available the certificate of completion for coaches and the signed
23 "Information and Signature Form" or any other form TSSAA has designated as necessary for
24 compliance.

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

28 No student athlete who has been removed from an athletic activity or competition due to a concussion
29 or suspected concussion shall be allowed to return to any supervised team activities involving physical
30 exertion, including games, competitions, or practices, until the student athlete has been evaluated by and
31 received written clearance on forms approved by the Department of Health from a licensed health care
32 provider for a full or graduated return. "Health care provider" means a Tennessee licensed medical

1 doctor (M.D.), osteopathic physician (D.O.), a clinical neuropsychologist with concussion training, or a
2 physician's assistant (P.A.) with concussion training who is a member of a health care team supervised
3 by a Tennessee licensed medical doctor or osteopathic physician.

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

7 Schools, Administrators, Coaches, Student-Athletes, and Parents shall conform to the aforementioned
8 procedures and all others as outlined by TSSAA and TCA § 68-55-502.

9 **SEVERE WEATHER**⁴

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

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

20 **INFORMATIONAL MEETING**

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

26 **COACHES' CODE OF CONDUCT**⁴

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

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

1 **BACKGROUND CHECKS**

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

5 All GMSD employee coaches shall receive a satisfactory TBI/FBI check, agree to enroll in the RAP
6 Back Program, and continue to maintain a satisfactory background check.

Legal References

28 C.F.R. § 16.30-16.34
34 C.F.R. § 106.41
20 U.S.C.A. § 1681, *et seq.*
~~Public Acts of 2021, Chapter No. 40~~
~~TRR/MS 0520-01-02-.08(1)~~
~~Public Acts of 2021, Chapter No. 272~~
~~20 U.S.C.A. § 1232h(e)~~
~~TRR/MS 0520-01-13-.01(1)(a)~~
~~T.C.A. § 29-20-403~~
T.C.A. § 49-2-120
T.C.A. § 49-6-1002(a)
~~T.C.A. § 49-6-1002(e)~~
T.C.A. § 49-5-413
T.C.A. § 49-6-1501
T.C.A. § 49-6-1503
T.C.A. § 68-55-501
T.C.A. § 68-55-502
Title IX, Education Amendments of 1972

Cross References

~~Special Use of School Vehicles 3.402~~
~~Student Insurance Program 3.601~~
~~Extracurricular Activities 4.300~~
~~Attendance 6.200~~

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: Application and Employment	Descriptor Code: 5.102	Issued Date: 09/**/24 11/28/23 08/24/21
		Rescinds: 5.102	Issued: 03/02/20

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

4 An individual desiring a position with the Board shall make application to the Superintendent on forms
5 developed by GMSD. Prior to performing any work or service on behalf of GMSD, each applicant
6 shall submit a fingerprint sample and pass a criminal history background check conducted by the
7 Tennessee Bureau of Investigation and the Federal Bureau of Investigation, receive a satisfactory
8 TBI/FBI background check, and agree to enroll in the RAP Back Program.

9 ~~To ensure the safety and welfare of students and staff, GMSD shall require criminal history background~~
10 ~~checks and fingerprinting of applicants for teaching positions and any other positions that require~~
11 ~~proximity to children.~~—Any costs incurred to perform the TBI/FBI these background checks and
12 fingerprinting shall be paid by the applicant. The cost for enrollment in the RAP Back Program shall be
13 paid by GMSD.

14 Knowingly falsifying information shall be sufficient grounds for termination of employment and shall
15 also constitute a Class A misdemeanor which must be reported to the District Attorney General for
16 prosecution.

17 Professional Employees

18 The application must include a transcript of credits earned at the colleges or universities attended along
19 with references from persons such as previous employers and college professors and for student teachers,
20 the student teacher's supervisor. Applicants shall be required to disclose whether such applicant has
21 been dismissed for cause from a school system.

22 Teacher applicants who are employed by another school district at the time of application to GMSD must
23 provide a written resignation to the school district at which they are presently employed, at least thirty
24 (30) days prior to the beginning date of the person's employment with GMSD; provided that if GMSD
25 receives notice from the teacher applicant's previous employer that the thirty (30) day notice is being
26 waived, GMSD will consider the application.

27 No Principal, Assistant Principal, Vice Principal or teacher applicant that is not properly licensed may
28 be employed by GMSD. Likewise, if the Principal, Assistant Principal, Vice Principal or teacher does
29 not maintain an appropriate license during the course of his/her employment with GMSD, the Principal,
30 Assistant Principal, Vice Principal or teacher may be dismissed.

1 No teacher applicant shall be employed:

- 2 1. Who does not hold a valid license to teach from the Tennessee State Board of Education;
- 3 2. Who does not present a physician's certificate showing a satisfactory health record or who has
4 any contagious or communicable disease in such form that might endanger the health of school
5 children;
- 6 3. Who refuses to take and subscribe to an oath to support the Constitution of the State of Tennessee
7 and of the United States of America;
- 8 4. Who has not complied with the Immigration Reform and Control Act of 1986;
- 9 5. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
10 employment for cause, or who resigned prior employment in lieu of being terminated; or
- 11 6. Who does not receive a satisfactory TBI/FBI background check and agree to enroll in the RAP
12 Back Program.

13 **Support Employees**

14 No support applicant shall be employed:

- 15 1. Who has a contagious or communicable disease in such form that might endanger the health of
16 the children;
- 17 2. Who has not complied with the Immigration Reform and Control Act of 1986;
- 18 3. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
19 employment for cause; or
- 20 4. Who does not receive a satisfactory TBI/FBI background check and agree to enroll in the RAP
21 Back Program.

22 **EMPLOYMENT**

23 **Professional Employees**

24 The Superintendent's designee must check references of all applicants.

25 **Support Employees**

26 The Superintendent's designee must check references of all applicants.

27 **Self-Reporting While Employed**

28 All GMSD employees are required to report to the GMSD Assistant Superintendent of Human Resources
29 any arrests and/or criminal convictions that occur after initial employment, within forty-eight (48) hours
30 after the arrest and/or criminal conviction. Employees are also required to notify the GMSD Assistant

1 Superintendent of Human Resources immediately if the Department of Children’s Services (DCS) has
2 named them as an indicated perpetrator of child abuse, within forty-eight (48) hours after receiving notice
3 that the employee has been named as an indicated perpetrator of child abuse.

4 ~~All GMSD employees shall submit a fingerprint sample and pass a criminal history background check~~
5 ~~conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation every five~~
6 ~~(5) years after the initial pre-employment background check. After employment, any costs incurred to~~
7 ~~perform criminal history background checks and fingerprinting shall be paid by GMSD.~~

8 **Clean Background Checks For Current Employees**

9 Enrollment in the RAP Back Program is a condition of employment for all GMSD employees. GMSD
10 employees employed prior to September 1, 2024 shall enroll in the RAP Back Program upon reaching
11 their five (5) year recertification period. By enrolling in the RAP Back Program, GMSD is notified of
12 each employee’s criminal and arrest record on an on-going basis. If GMSD is, during the course of
13 employment, notified that an employee’s criminal history is unsatisfactory the employee shall be
14 terminated.

15 **MEDICAL REQUIREMENTS**

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

22 **Prohibition Against Assisting School Employees, Contractors, or Agents in Obtaining** 23 **Employment**

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

28 Exceptions:

- 29 1. The information giving rise to probable cause to believe sexual misconduct has occurred has
30 been reported to the appropriate law enforcement agency; and
- 31 2. The matter has been officially closed in one (1) of the following ways:
 - 32 a. The prosecutor or police have investigated the allegations and notified school officials
33 that there is insufficient information to establish probable cause;
 - 34
 - 35
 - 36

- 1 b. The employee, contractor or agent has been charged and either acquitted or exonerated;
- 2 or
- 3
- 4 c. The case remains open and there have been no charges or indictment filed within four
- 5 (4) years of the date the information was reported to the law enforcement agency.

Legal References

- T.C.A. § 49-2-131
- T.C.A. § 49-5-405
- T.C.A. § 49-5-406
- T.C.A. § 49-5-413
- 20 U.S.C.A. § 7926
- Immigration Reform and Control Act of 1985
- 28 C.F.R. § 16.30-16.34

**THIS POLICY RESCINDED AND ADDED TO POLICY 4.301 –
INTERSCHOLASTIC ATHLETICS**

Germantown Municipal School District			
Monitoring: Review: Annually, in September	Descriptor Term: Concussion	Descriptor Code: 6.413	Issued Date: 10/26/21
		Rescinds: 6.413	Issued: 10/17/16

1 ~~All coaches, whether employed by GMSD or as a volunteer, shall annually complete a Concussion~~
2 ~~Recognition and Head Injury Safety Course Program by the Tennessee Department of Health.~~

3 ~~Each year, all GMSD student athletes and the student athlete's parent or guardian must sign a statement~~
4 ~~acknowledging that they have reviewed and signed the materials from TSSAA describing the signs and~~
5 ~~symptoms of concussions, criteria for removal from and return to athletic participation, and the risks of~~
6 ~~not reporting the injury and continuing to play. Each coach shall make available the forms that are to be~~
7 ~~signed and returned by each student athlete. The forms are also available on the TSSAA website. The~~
8 ~~signed form should be on file with coaches, before the student athlete participates. Each coach shall~~
9 ~~maintain each athlete's file for three (3) years.~~

10 ~~Each coach, regardless of whether they are GMSD employees shall comply with TSSAA concussion~~
11 ~~requirements. After the completion of the concussion course(s), the school's Athletic Director shall~~
12 ~~maintain for three (3) years and make available the certificate of completion for coaches and the signed~~
13 ~~"Information and Signature Form" or any other form TSSAA has designated as necessary for~~
14 ~~compliance.~~

15 **Removal from Athletics¹**

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

19 ~~No student athlete who has been removed from an athletic activity or competition due to a concussion~~
20 ~~or suspected concussion shall be allowed to return to any supervised team activities involving physical~~
21 ~~exertion, including games, competitions, or practices, until the student athlete has been evaluated by and~~
22 ~~received written clearance on forms approved by the Department of Health from a licensed health care~~
23 ~~provider for a full or graduated return. "Health care provider" means a Tennessee licensed medical~~
24 ~~doctor (M.D.), osteopathic physician (D.O.), a clinical neuropsychologist with concussion training, or a~~
25 ~~physician's assistant (P.A.) with concussion training who is a member of a health care team supervised~~
26 ~~by a Tennessee licensed medical doctor or osteopathic physician.²~~

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

30 ~~Schools, Administrators, Coaches, Student Athletes, and Parents shall conform to the aforementioned~~
31 ~~procedures and all others as outlined by TSSAA and TCA § 68-55-502.~~

Legal References

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

RESCIND THIS POLICY

Germantown Municipal School District

Monitoring: Review: Annually	Descriptor Term: <h2 style="text-align: center;">Inter-District Open Enrollment</h2>	Descriptor Code: 6.2061	Issued Date: 08/13/24 12/14/23 09/26/23 09/16/19 01/13/20
		Rescinds: 6.2061	Issued: 12/18/18

- 1 The Germantown Municipal School Board understands the demand for a quality education and
 2 continuity of educational services. In an effort to allow open enrollment for current non-resident
 3 students and prospective students who live outside the Germantown Municipality, the Superintendent
 4 will set open enrollment guidelines based on the following priorities:
- 5 1. Germantown Municipal School District Employee’s children
 - 6 2. Academy Students-
 - 7 a. **Honors Academy**- Those who have been accepted into the program as new students.
 - 8 b. **Leadership Academy Students**- Those who have been accepted into the program as
 9 new students.
 - 10 c. **Fine Arts Academy**- Those who have been accepted into the program as new students.
 - 11 3. City of Germantown employee’s children and currently enrolled student(s) in a GMSD school
 12 regardless of zone. Priority will be given based on the number of years the students have
 13 attended Germantown schools.
 - 14 4. Non-Resident Sibling(s) of Current GMSD student
 - 15 5. Non-resident children of Shelby County
 - 16 6. Children of in state, out of county residents
 - 17 7. Children of out of state residents
 - 18 • The school system shall have the right to reject the application of any student who fails to
 19 demonstrate a satisfactory academic and attendance record and who does not exhibit good
 20 citizenship qualities. Students expelled or suspended from other schools shall not be accepted
 21 without prior written approval by the Director of Schools.
 - 22 • Intra-district transfers will be given first priority before inter-district transfers
 - 23 • Applications will be made available for interested parties during the second semester of each
 24 school year. Dates may vary yearly at a time set by the District Administration. There will be
 25 at least a 30-day period between the announcement of Open Enrollment and the closing of the
 26 Open Enrollment application period. Applications will be made available online and online
 27 computer support will also be available at the District office. Grade bands will be evaluated
 28 yearly to determine if programmatic capacity or staffing issues are evident for the following
 29 school year.
-

- 1 • All applications need to be submitted on or before the designated conclusion of Open
2 Enrollment.
- 3 • Applications received on, or before the deadline, will be processed based on the priorities listed
4 above. If, in a certain priority level, there are more applicants than seats available, the seats will
5 be awarded through a lottery format. Applications received after the deadline will be placed on
6 a wait list until the start of the school year.
- 7 • Parent(s) or guardian(s) will be notified by on or before June 15th each year of their continued
8 transfer status based on Grades, Discipline and /or Attendance.
- 9 • In-state, out-of-county students shall be charged tuition, per pupil, per annum, the amount equal
10 to the per pupil amount actually received by GMSD from Shelby County and the City of
11 Germantown during the preceding school year. Children of City of Germantown employees,
12 children whose families qualify for free and reduced lunch, GMSD's public virtual school
13 students, and children of GMSD employees, residing in-state, out-of-county shall not be
14 required to pay tuition.
- 15 • Effective for the 2024-25 school year, out-of-District students residing in Shelby County shall
16 be charged tuition, per pupil, per annum, the amount equal to the per pupil amount actually
17 received by GMSD from the City of Germantown during the preceding school year. Children
18 of City of Germantown employees, children whose families qualify for free and reduced lunch,
19 GMSD's public virtual school students, and children of GMSD employees, residing out-of-
20 district but in Shelby County shall not be required to pay tuition.
- 21 • Out-of-State students shall be charged tuition, per pupil, per annum, the amount of the average
22 GMSD per pupil cost. Children of GMSD employees and children of City of Germantown
23 employees residing out-of-state shall not be required to pay tuition.
- 24 • Transportation is not provided for any student that is granted an open enrollment transfer.
- 25 • Students who are participating in Open Enrollment (Inter-District Transfers) must maintain
26 acceptable behavior, attendance and academic standing. If behavior, attendance or academic
27 standing is not acceptable, the principal reserves the right to rescind the transfer at the end of
28 the school year and the student will return to his/her school of zoning for the following year.
29 The Superintendent, or his designee, has the authority to rescind or modify a transfer for
30 reasons other than those listed above. Such alternatives to the above qualifications as the
31 Superintendent may find appropriate or acceptable.

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

- 33 • The number of inter-district transfers per elementary or middle school shall not exceed 20% of
34 the school's preceding year's resident enrollment. For new schools, we will use projected
35 enrollments. This provision does not apply to GMSD's public virtual school.
- 36 • Transfers are limited based on optimal learning capacity of the school
- 37 • The restrictions on a number of students in a program due to circumstances unique to that
38 specific program, or financial or operating conditions of the District.

Legal References

T.C.A. § 49-6-403
T.C.A. § 49-6-3003



Germantown Municipal School District Budget Amendment

Fiscal Year: 2024 - 2025 Amendment # 4

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-71100-188	Bonus Payments	-	-	374,000	374,000
142-71100-201	Social Security	-	-	23,188	23,188
142-71100-204	TCRS	-	-	29,920	29,920
142-71100-212	Medicare	-	-	5,423	5,423
142-71100-429	Instructional Supplies & Materials	-	-	20,000	20,000
142-71100-471	Software	-	-	281,444	281,444
142-71100-722	Reg. Instructional Equipment	-	-	806,413	806,413
142-71150-188	Bonus Payments	-	-	5,000	5,000
142-71150-201	Social Security	-	-	310	310
142-71150-204	TCRS	-	-	400	400
142-71150-212	Medicare	-	-	73	73
142-71200-188	Bonus Payments	-	-	122,000	122,000
142-71200-201	Social Security	-	-	7,564	7,564
142-71200-204	TCRS	-	-	9,760	9,760
142-71200-212	Medicare	-	-	1,769	1,769
142-71200-429	Instructional Supplies & Materials	-	-	34,060	34,060
142-71300-188	Bonus Payments	-	-	18,000	18,000
142-71300-201	Social Security	-	-	1,116	1,116
142-71300-204	TCRS	-	-	1,440	1,440
142-71300-212	Medicare	-	-	261	261
142-72110-188	Bonus Payments	-	-	7,500	7,500
142-72110-201	Social Security	-	-	465	465
142-72110-204	TCRS	-	-	600	600
142-72110-212	Medicare	-	-	109	109
142-72120-188	Bonus Payments	-	-	10,000	10,000
142-72120-201	Social Security	-	-	620	620
142-72120-204	TCRS	-	-	800	800
142-72120-212	Medicare	-	-	145	145
142-72120-399	Other Contracted Services	-	-	101,496	101,496
142-72130-188	Bonus Payments	-	-	19,000	19,000
142-72130-201	Social Security	-	-	1,178	1,178
142-72130-204	TCRS	-	-	1,520	1,520
142-72130-212	Medicare	-	-	276	276
142-72210-188	Bonus Payments	-	-	34,500	34,500
142-72210-201	Social Security	-	-	2,139	2,139
142-72210-204	TCRS	-	-	2,760	2,760
142-72210-212	Medicare	-	-	501	501
142-72210-499	Other Supplies and Materials	-	-	5,529	5,529
142-72220-188	Bonus Payments	-	-	25,000	25,000
142-72220-201	Social Security	-	-	1,550	1,550
142-72220-204	TCRS	-	-	2,000	2,000
142-72220-212	Medicare	-	-	363	363
142-72250-188	Bonus Payments	-	-	12,000	12,000
142-72250-201	Social Security	-	-	775	775
142-72250-204	TCRS	-	-	960	960
142-72250-212	Medicare	-	-	175	175
142-72320-188	Bonus Payments	-	-	5,500	5,500
142-72320-201	Social Security	-	-	341	341
142-72320-204	TCRS	-	-	440	440

142-72320-212	Medicare	-	-	81	81
142-72410-188	Bonus Payments	-	-	52,000	52,000
142-72410-201	Social Security	-	-	3,224	3,224
142-72410-204	TCRS	-	-	4,160	4,160
142-72410-212	Medicare	-	-	754	754
142-72510-188	Bonus Payments	-	-	5,500	5,500
142-72510-201	Social Security	-	-	341	341
142-72510-204	TCRS	-	-	440	440
142-72510-212	Medicare	-	-	80	80
142-72520-188	Bonus Payments	-	-	4,500	4,500
142-72520-201	Social Security	-	-	279	279
142-72520-204	TCRS	-	-	360	360
142-72520-212	Medicare	-	-	66	66
142-72610-188	Bonus Payments	-	-	12,000	12,000
142-72610-201	Social Security	-	-	744	744
142-72610-204	TCRS	-	-	960	960
142-72610-212	Medicare	-	-	174	174
142-72620-188	Bonus Payments	-	-	6,000	6,000
142-72620-201	Social Security	-	-	372	372
142-72620-204	TCRS	-	-	480	480
142-72620-212	Medicare	-	-	87	87
142-47401-934	ESSER 3.0 Revenue	-	-	2,072,985	2,072,985

REASON FOR AMENDMENT:

ESSER 3.0 additional allocation - bonuses for all staff, instructional software, 1,600 computer devices, 37 laptop computers for English learner classrooms, fund portion of district's health clinic - Program 934

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____

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

 GMSD Board Chair

 Date

 GMSD Superintendent

 Date



Germantown Municipal School District Budget Amendment

Fiscal Year: 2024-2025

Amendment # 5

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-71100-116	Teachers - Title I	195,500	2,460	22,733	220,693
142-71100-189	Other Salaries and Wages	214,920	(3,192)	37,179	248,907
142-71100-201	Social Security	26,810	1,969	912	29,691
142-71100-204	TCRS	37,060	3,375	(816)	39,619
142-71100-206	Life Insurance	400	85	(85)	400
142-71100-207	Medical Insurance	16,000	(616)	13,046	28,430
142-71100-212	Medicare	6,370	522	134	7,026
142-71100-399	Other Contracted Services	13,500	(13,500)	14,980	14,980
142-71100-429	Instructional Supplies and Materials	28,135	12,000	250,890	291,025
142-71100-499	Other Supplies and Materials	600	-	-	600
142-71100-722	Instructional Equipment	51,200	2,192	522,250	575,642
142-72120-524	Inservice / Staff Development	-	-	3,600	3,600
142-72130-162	Clerical Personnel	-	6,000	-	6,000
142-72130-189	Other Salaries and Wages	35,000	1,500	-	36,500
142-72130-201	Social Security	3,000	465	-	3,465
142-72130-204	TCRS	3,800	773	-	4,573
142-72130-212	Medicare	600	110	-	710
142-72130-355	Travel	-	-	5,000	5,000
142-72130-471	Software	-	-	1,700	1,700
142-72130-399	Other Contracted Services	53,000	(53,000)	-	-
142-72130-599	Other Charges	9,016	-	(5,188)	3,828
142-72130-790	Other Equipment	-	-	5,188	5,188
142-72210-189	Other Salaries and Wages	-	16,000	(5,500)	10,500
142-72210-496	Inservice/Training	-	-	8,910	8,910
142-72210-201	Social Security	-	995	218	1,213
142-72210-204	TCRS	-	1,710	354	2,064
142-72210-212	Medicare	-	240	42	282
142-72210-369	Contracts for Substitute Teachers	36,195	-	30,700	66,895
142-72210-524	Inservice / Staff Development	166,968	19,912	447,671	634,551
142-99100-504	Indirect Costs	100	-	74,900	75,000
142-47141	Title I Revenues	898,174	-	1,428,818	2,326,992

REASON FOR AMENDMENT: Title I Revisions (Program 100) including salaries and fringes for 3 math interventionists, academic tutoring before or after school; educational supplemental materials and intervention programs to support academic achievement for students; instructional equipment such as iPads and computers, charging carts, monitors, cameras, robots, vision boards, microscopes, and calculators; and staff development

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

 GMSD Board Chair Date

 GMSD Superintendent Date



Germantown Municipal School District Budget Amendment

Fiscal Year: 2024-2025

Amendment # 6

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-72210-189	Other Salaries and Wages	46,556	3,000	-	49,556
142-72210-201	Social Security	2,900	200	-	3,100
142-72210-204	TCRS	3,200	180	-	3,380
142-72210-206	Life Insurance	60	-	-	60
142-72210-207	Medical Insurance	3,310	-	-	3,310
142-72210-212	Medicare	700	25	-	725
142-72210-369	Contracts for Substitute Teachers	5,160	-	-	5,160
142-72210-524	Inservice / Staff Development	44,339	(3,405)	62,344	103,278
142-99100-504	Indirect Costs	6,000	-	-	6,000
142-47189	Title II Revenues	112,225	-	62,344	174,569

REASON FOR AMENDMENT: Title II Revisions (Program 200) for staff development

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

_____ GMSD Board Chair _____ Date

_____ GMSD Superintendent _____ Date



Germantown Municipal School District Budget Amendment

Fiscal Year: 2024-2025

Amendment # 7

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-71100-429	Instructional Supplies & Materials	11,898	-	-	11,898
142-72130-499	Other Supplies & Materials	200	-	-	200
142-72210-524	Inservice / Staff Development	4,569	-	1,902	6,471
142-47146	Title III Revenues	16,667	-	1,902	18,569

REASON FOR AMENDMENT: Title III Revisions (Program 200) for staff development

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

_____ GMSD Board Chair _____ Date

_____ GMSD Superintendent _____ Date



Germantown Municipal School District Budget Amendment

Fiscal Year: 2024-2025

Amendment # 8

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-71100-116	Teachers	-	26,000	-	26,000
142-71100-169	Part-Time Personnel	30,000	(30,000)	-	-
142-71100-201	Social Security	1,900	(200)	-	1,700
142-71100-204	TCRS	3,200	(1,400)	300	2,100
142-71100-206	Life Insurance	-	90	-	90
142-71100-207	Medical Insurance	-	1,600	2,600	4,200
142-71100-212	Medicare	500	-	-	500
142-71100-429	Instructional Supplies and Materials	11,200	1,000	5,800	18,000
142-71100-499	Other Supplies and Materials	5,871	(5,539)	252	584
142-71100-722	Instructional Equipment	8,589	8,449	28,243	45,281
142-72120-399	Other Contracted Services	-	-	17,000	17,000
142-72120-499	Other Supplies and Materials	18,950	-	6,050	25,000
142-72130-790	Other Equipment	-	-	6,000	6,000
142-72210-369	Contracts for Substitute Teachers	-	-	5,160	5,160
142-72210-524	In-service/Staff Development	11,850	-	56,479	68,329
142-72250-524	In-service/Staff Development	17,850	-	9,150	27,000
142-72250-790	Other Equipment	3,150	-	-	3,150
142-99100-504	Indirect Costs	570	-	430	1,000
142-47590	Title IV Revenues	113,630	-	137,464	251,094

REASON FOR AMENDMENT: Title IV Revisions (Program 440) Instructional supplies and materials for Art, Digital Theatre, and Music; Equipment including iPads, musical instruments, and monitors; staff development

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

 GMSD Board Chair Date

 GMSD Superintendent Date



Germantown Municipal School District Budget Amendment

Fiscal Year: 2024-2025

Amendment # 9

GMSD Acct #	GMSD Acct	Original Budget	Changes	Requested Changes	Amended Budget
142-71200-116	Teachers	130,229	-	20,771	151,000
142-71200-163	Educational Assistants	673,805	-	34,195	708,000
142-71200-188	Bonus Payments	500	-	74,500	75,000
142-71200-201	Social Security	57,294	-	-	57,294
142-71200-204	TCRS	87,435	-	-	87,435
142-71200-206	Life Insurance	8,769	-	-	8,769
142-71200-207	Medical Insurance	141,800	-	34,200	176,000
142-71200-212	Medicare	13,306	-	-	13,306
142-71200-312	Contracts w/Private Agencies	5,000	-	110,000	115,000
142-71200-369	Contracted Subs - Certified	2,000	-	40,000	42,000
142-71200-370	Contracted Subs - Non-certified	2,000	-	40,000	42,000
142-71200-399	Other Contracted Services	55,000	-	30,000	85,000
142-71200-429	Instructional Supplies & Materials	15,000	-	104,652	119,652
142-71200-499	Other Supplies & Materials	9,678	-	55,322	65,000
142-71200-725	Special Education Equipment	10,000	-	170,000	180,000
142-72220-312	Contracts w/Private Agencies	8,600	-	81,400	90,000
142-72220-322	Evaluation & Testing	3,000	-	27,000	30,000
142-72220-524	In-service/Staff Development	2,107	-	197,893	200,000
142-72220-599	Other Charges	500	-	24,500	25,000
142-72710-338	Maintenance & Repairs - Vehicles	3,000	-	-	3,000
142-72710-425	Gasoline	4,000	-	-	4,000
142-72710-511	Vehicle & Equipment Insurance	1,000	-	-	1,000
142-99100-504	Indirect Costs	30,000	-	40,000	70,000
142-47143-900	Revenues - IDEA Part B	1,264,023	-	1,084,433	2,348,456

REASON FOR AMENDMENT:

IDEA Part B carryover - Bonus payments for Saturday school, ESY; Contracts with private agencies, for speech, ABA, vision, reading, math, etc.; instructional supplies for supplemental curriculum in reading/language arts and math; equipment including vision machines, voice output devices, etc.; and staff development

_____ Budget revision is approved effective _____.

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

GMSD Board Chair

Date

GMSD Superintendent

Date



Germantown Municipal School District Budget Amendment

Fiscal Year: 2024-2025

Amendment # 10

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
142-71200-312	Contracts w/private agencies	514	-	(514)	-
142-71200-399	Other Contracted Services	-	-	13,650	13,650
142-71200-429	Instructional Supplies & Materials	17,039	-	-	17,039
142-72220-524	Inservice/Staff Development	4,772	-	-	4,772
142-99100-504	Indirect Costs	788	-	-	788
142-47145	IDEA Preschool Revenues	23,113	-	13,136	36,249

REASON FOR AMENDMENT: IDEA Preschool Revisions (Program 910) for contracted services such as speech and vision

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

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

_____ GMSD Board Chair _____ Date

_____ GMSD Superintendent _____ Date



Pearson Virtual Schools
 509 S. Exeter St.
 Suite 202
 Baltimore, MD 21202
 E-mail: poblsalesops@pearson.com

The fees & terms in this document are valid until expiration date.

Expiration Date 9/21/2024

Customer Details:

Germantown Municipal SD
 Heather Fisher
heather.fisher@gmsdk12.org

Sales Consultant Details:

Maribeth Tulenko
maribeth.tulenko@pearson.com

Product	Selling Term/UOM	Quantity	Sales Price	Subtotal	Total Price
Full Time Student with Certified Online Teacher (FTSS-COT)	0.00000	75.00	USD 3,399.00	USD 254,925.00	USD 254,925.00

***All prices in this Document in USD**

Subtotal USD 254,925.00
 Grand Total USD 254,925.00

This Quote and the delivery and usage of the products listed herein are governed by the Statement of Work between the Parties and the Terms and Conditions for Virtual Learning Programs located at <https://www.pearson.com/obl-terms-conditions>, which are incorporated hereby. In the event of a conflict, prices listed in this Quote govern. No refund or credit shall be due to Customer in the event that an Educational Product or Service is not utilized.

Please note that this quote excludes any applicable sales tax.

This Quote will be considered accepted if received before the Expiration Date noted above.

To accept this quote, please submit a signed and dated copy of this Quote, Attn: {Sales Consultant noted above}, via one of the methods below:

E-mail: poblsalesops@pearson.com

Authorized by: _____
 Printed Name: _____
 Title: _____
 Date: _____

Is a PO required prior to billing? ____ If yes, please provide PO with signed quote.

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II

- 401(k) -

RESOLUTION AND

PARTICIPATING EMPLOYER AGREEMENT

[Participating Employer]

Administered by:
Treasurer, State of Tennessee
502 Deaderick Street, 15th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-532-2347

RESOLUTION

WHEREAS, _____, (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a 401(a) or 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or HH of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the _____ ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.

2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.

6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
 - a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall

be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to

approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.

- 16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: _____

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: _____

Address: _____

Phone: _____

Person Authorized to receive Official Notices from the Plan or Administrator:

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: _____

(3) **DISCLOSURE OF DEFERRED COMPENSATION OR RETIREMENT PLAN(S)
[INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE
CONSOLIDATED RETIREMENT SYSTEM (“TCRS”)]**

This Participating Employer [] does or [] does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1. [] This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _____, _____ **(insert effective date of this Agreement)**.

2. [] This is an amendment to be effective as of _____, _____, to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____, as follows **(please specify type below)**:

a. [] This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.

b. [] Other (must specify elective provisions in this Agreement that are being changed):

3. [] This is an amendment and restatement of another defined contribution plan of the Participating Employer, the effective date of which shall be _____, _____ **(insert effective date of this Agreement)**. This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____, _____ **(insert original effective date of preexisting plan)**. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 401(a) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VIII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals or Mandatory Employee Salary Reduction Contributions**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan. An Employee is required to make mandatory salary reduction contributions if and as specified in Section 2.e. or f., below. An Employee's Entry Date, unless otherwise specified in Article IV of the Plan, shall be for purposes of any Matching Contributions as described in Section N, any Non-Matching Contributions as described in Section Q, and Mandatory Employee Salary Reduction Contributions as described in Section II:

- a. the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant types of contributions
- b. the January 1 and July 1 following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions
- c. the first payroll following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section N** of this Agreement: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders ____ or more Hours of Service per week, as defined in Section H below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders ____ or more Hours of Service per week, as defined in Section H below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

who meets the definition in Section E.1 above.

b. Each Employee will be eligible to participate in this Plan for purposes of receiving **Matching Contributions as described in Section N** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. Employees who have not attained the age of ____ (not to exceed 21).
- ii. Employees who have not completed ____ Years of Service during the Vesting Computation Period as defined in Section X below.
- iii. Employees who do not satisfy the following eligibility requirements:

c. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section Q** of this Agreement: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. any employee listed or otherwise described in Schedule 1 attached to this agreement
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H. below.
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

- v. any employee listed or otherwise described in Schedule 1 attached to this Agreement

who meets the definition in Section E.1 above.

- d. Each Employee will be eligible to participate in this Plan for purposes of receiving **Non-Matching Contributions as described in Section Q** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. Employees who have not attained the age of _____ (not to exceed 21).

- ii. Employees who have not completed _____ Years of Service during the Vesting Computation Period as defined in Section X below.

- iii. Employees who do not satisfy the following eligibility requirements:

- e. "Employee" shall mean for purposes of **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below

- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below

- iii. any seasonal, temporary or similar part-time employee

- iv. any elected or appointed official

- v. any employee in the following class(es) of employees:

who meets the definition in Section E.1 above.

f. Each Employee will be eligible to participate in this Plan for purposes of making **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

i. Employees who have not attained the age of _____ (not to exceed 21).

ii. Employees who do not satisfy the following eligibility requirements:

F. AUTOMATIC ENROLLMENT. *(Check and complete box 1 OR box 2.) [NOTE: THIS SECTION F ONLY APPLIES TO ELECTIVE DEFERRALS, NOT TO MANDATORY EMPLOYEE SALARY REDUCTION CONTRIBUTIONS.]*

1. The Participating Employer DOES NOT elect automatic enrollment.

2. The Participating Employer DOES elect automatic enrollment, which will be effective on and after _____ as follows:

a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*

i. All Employees.

ii. All Employees who become Employees on or after the date set forth in F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited regardless of the vesting percentage in the Matching Contributions. **[NOTE: If HH.2, "FICA Replacement ("3121") Plan", is elected and F.2 is elected, the Employee may not make an election to withdraw his or her automatic enrollment contribution.]**

c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*

i. will be treated as a new Employee, or

ii. will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in F.2.b above.

G. SERVICE WITH PREDECESSOR EMPLOYER. *(If Vesting or Eligibility requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, check and complete box 1 OR box 2 OR box 3.)* "Predecessor employer" means a governmental employer that served the same functions as the current employer or has employees whose jobs were merged into the current employer.

1. This section is N/A because there are no predecessor employers.
2. Service with any predecessor employers will not be counted for any purposes under the Plan.
3. Service with (insert name of predecessor employer(s)):

will be counted under the Plan for eligibility and vesting.

H. HOURS OF SERVICE. Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

I. YEAR OF SERVICE FOR ELIGIBILITY AND VESTING. If Eligibility or Vesting requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, Year of Service shall mean the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Years of Service for Vesting shall include any Years of Service with a participating employer.

J. COMPENSATION DEFINITION. Compensation shall mean Code § 415 compensation as defined in Section 2.06 of the Plan.

K. COMPENSATION COMPUTATION PERIOD. Compensation shall be determined on the basis of the calendar year.

L. FIRST YEAR COMPENSATION. If Matching or Non-Matching Contributions will be made, for purposes of determining the Compensation on the basis of which such contributions will be allocated for a Participant's first year of participation, the Participant's Compensation shall be the Participant's Compensation for the period commencing as of the first day the Employee became a Participant.

M. EMPLOYMENT COMMENCEMENT DATE. An Employee's Employment Commencement Date means the Employee's date of hire or rehire, as applicable, with respect to which an Employee is first credited with an Hour of Service.

N. MATCHING CONTRIBUTIONS. *(Complete 1 and 2 below.)*

1. Matching Contributions on Elective Deferrals. *(Check and complete box a OR box b OR box c OR box d.)* The Participating Employer shall:

- a. NOT make Matching Contributions on Elective Deferrals.
- b. match ___% of Participant elective deferrals into either the 401(k) or 457(b) of up to ___% of Compensation.
- c. match ___% of the first \$_____ of Participant elective deferrals.
- d. match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section V below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

2. Matching Contributions on Mandatory Salary Reduction Contributions under Section II of this Agreement. *(Check and complete box a OR box b OR box c OR box d.)* The Participating Employer shall:

- a. NOT make Matching Contributions on Mandatory Salary Reduction Contributions.
- b. match ___% of Mandatory Salary Reduction Contributions for the Participant up to ___% of Compensation.
- c. match ___% of the first \$_____ of Mandatory Salary Reduction Contributions for the Participant.
- d. match the percentage of Mandatory Salary Reduction Contributions for the Participant that the Employer determines in its discretion for the respective Plan Year.

O. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the applicable requirements of Section E of this Participating Employer Agreement.

P. VESTING SCHEDULE – MATCHING CONTRIBUTIONS. *(If Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.)* The vested interest of each Participant in his or her Matching Contribution Account shall be determined on the basis of the following schedule:

- 1. 100% vesting immediately.
- 2. 100% vesting after 3 Years of Service.
- 3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

Q. NON-MATCHING CONTRIBUTIONS. *(If non-matching contributions will be made, check box 1 OR box 2.)*

- 1. The Participating Employer shall NOT make Non-Matching Contributions.
- 2. The Participating Employer shall contribute: *(Check and complete one box.)*
 - a. an amount fixed by appropriate action of the Employer.
 - b. ___% of Compensation of Participants for the Plan Year.
 - c. \$___ per Participant.
 - d. an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.c above.
 - e. a contribution matching the Participant’s contribution to the Employer’s § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

R. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.c and E.2.d of this Participating Employer Agreement.

S. VESTING SCHEDULE – NON-MATCHING CONTRIBUTIONS. *(If Non-Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do*

not complete.) The vested interest of each Participant in his or her Non-Matching Contribution Account shall be determined on the basis of the following schedule:

1. 100% vesting immediately.
2. 100% vesting after 3 Years of Service.
3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

T. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL BE allowed.

U. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions SHALL NOT BE allowed.

V. FORFEITURES. *(If Non-Matching or Matching Contributions will be made, check box 1 OR box 2. Otherwise, do not complete.)*

1. N/A because all contributions are 100% vested immediately.
2. Forfeitures will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

W. RETIREMENT AGES AND DISABILITY DEFINITION.

1. Normal Retirement Age shall mean age 60.
2. Early Retirement shall mean age 59 ½.
3. Disability shall mean a determination of disability by the Social Security Administration or, if the Participant is a member of the Tennessee Consolidated Retirement System, a determination of disability by the Tennessee Consolidated Retirement System.

X. VESTING COMPUTATION PERIOD. A Participant's Years of Service shall be computed by reference to the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Y. ROLLOVERS. Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b), and eligible rollover contributions of designated Roth contributions made from an applicable retirement plan described in Code § 402A(e)(1) SHALL BE allowed.

- Z. TRANSFERS.** Transfers from plans qualified under Code § 401(a) SHALL BE allowed.
- AA. HARDSHIP WITHDRAWALS.** The Administrator SHALL allow hardship withdrawals in accordance with Section 10.04 of the Plan. If Section HH (FICA Replacement Plan) is elected, hardship distributions are not permitted.
- BB. PARTICIPANT LOANS.** The Administrator SHALL direct the Trustee to make Participant loans in accordance with Article XIII of the Plan. Loans payments must be made by payroll deduction. If a Participant severs employment with the Participating Employer and is immediately hired by another Participating Employer, the loan will be carried forward and any missed loan repayment caused by a change in payroll processing can be made up by personal check in a single lump payment. If a Participant severs employment and is not hired by another Participating Employer, loan repayments may continue to be made by personal check. If Section HH (FICA Replacement Plan) is elected, loans are not permitted.
- CC. QUALIFIED DOMESTIC RELATIONS ORDERS.** The Plan shall accept qualified domestic relations orders as provided in Section 15.02 of the Plan.
- DD. PAYMENT OPTIONS.** The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.
- EE. DEEMED TRADITIONAL IRA.** The deemed traditional IRA provisions of Article XVI of the Plan SHALL NOT apply.
- FF. DEEMED ROTH IRA.** The deemed Roth IRA provisions of Article XVII of the Plan SHALL NOT apply.
- GG. DISTRIBUTIONS.** A Participant may request distributions as follows:
1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.

2. A Participant may request a distribution prior to Severance of Employment after reaching age 59½ or, if earlier, upon death. A Participant may also request a distribution prior to Severance of Employment upon incurring a hardship; however, the distribution will be limited to the Participant's Elective Deferral Account and transfer Elective Deferral Account, if any.
3. A Participant may request a distribution from a Rollover Contribution Account at any time.
4. If Section HH (FICA Replacement Plan) is elected, in-service distributions for hardship, loans, and attainment of age 59½ are not permitted.
5. Distributions taken before the Participant reaches age 59½ may be subject to a federal early withdrawal tax.

HH. FICA REPLACEMENT PLAN ("3121" PLAN). *(Check box 1 OR box 2.)* This Participating Employer Agreement as adopted:

1. IS NOT *(if checked continue to II below)*, or
2. IS

intended to provide FICA replacement benefits pursuant to regulations under Code Section 3121(b)(7)(F).

a. Eligible Employee means: *(If this Section HH (FICA Replacement Plan) is elected, check each box that applies. Otherwise, do not complete):*

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H above,
- ii. any part-time employee, which is an employee who is not a full time employee and who renders _____ or more Hours of Service per week, as defined in Section H above.
- iii. Any employee who is not covered by Social Security.

b. Contributions: *(If this Section HH (FICA Replacement Plan) is elected, check and complete each box that applies. Otherwise, do not complete):*

- i. The Employer shall make an annual contribution to each Participant's account equal to _____ percent of such Participant's Compensation.
- ii. Each Participant is required to make an annual contribution of _____ percent of Compensation.

(NOTE: The total percentage of b.i and b.ii must equal at least 7.5%.)

In the event that this Plan is a retirement system providing FICA replacement retirement benefits as described above, all references in the Plan Document to in-service distributions for hardship withdrawals, loans, and age 59½ shall be null and void. In addition, any part-time employee included under HH.2.a. shall be fully vested at all times. In the event F.2 "Automatic Enrollment" is selected, a Participant may not change his or her deferral election to an amount less than the Participant required annual contribution, if any, in HH.2.b above.

II. MANDATORY SALARY REDUCTION CONTRIBUTIONS. (Check box 1 OR box 2.) This Participating Employer Agreement as adopted:

1. does not provide for Mandatory Salary Reduction Contributions. ***(If checked continue to JJ below.)***

2. provides "Mandatory Salary Reduction Contributions" to be paid by the Employer through a reduction of the Participant's salary for services rendered, in accordance with Code § 414(h). These contributions are required as a condition of employment. Mandatory Salary Reduction Contributions are treated as Employer Contributions for federal income tax purposes, but are considered "wages" for purposes of FICA and FUTA. Such contributions shall be made as of each payroll period and allocated to the Mandatory Employee Contribution Account of the Participant on whose behalf they were made and shall be 100% vested at all times.

By the adoption of this Participating Employer Agreement, the Employer specifies that the mandatory employee salary reduction contributions, although designated as employee contributions, are being paid via salary reduction by the Employer as provided in Code § 414(h)(2) and Revenue Ruling 2006-43 or subsequent guidance. For this purpose, the adoption of this Participating Employer Agreement constitutes formal action to provide that the contributions on behalf of a specific class of Employees as defined in Section E, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions.

- a. The Participant shall make Mandatory Salary Reduction Contributions to the Plan equal to _____ % (must be a fixed percentage and expressed only in whole and tenths of a percent) of the Participant's Compensation.

The contribution percentage above may be revised no more frequently than annually by the Employer, the new rate to become effective on the January 1 following the execution of an amendment to this Participating Employer Agreement. An amendment that changes the contribution percentage, at the Employer's election: ***(Complete box i or box ii below):***

- i. shall apply only to Employees who become Participants on or after the effective date;
 - ii. shall apply to all Employees.
- b. Mandatory Salary Reduction Contributions: (*Complete box i or ii below*):
- i. are
 - ii. are not

counted as Compensation for all Contribution purposes. However, Mandatory Salary Reduction Contributions are counted as for determining Annual Additions under Plan Section 6.06.

JJ. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole

responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.

- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER’S AUTHORIZED SIGNATORIES:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE STATE OF TENNESSEE DEFERRED COMPENSATION PLAN II BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____
David H. Lillard, Jr.

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _____



SCHEDULE 1
STATE OF TENNESSEE
DEFERRED COMPENSATION PLAN II - 401(k)
PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: _____

<u>Classes of Eligible Employees</u>	<u>Contribution Amount</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TENNESSEE STATE

**EMPLOYEES DEFERRED COMPENSATION
PLAN AND TRUST**

- 457(b)

**RESOLUTION AND
PARTICIPATING EMPLOYER AGREEMENT**

[Participating Employer]

**Administered by:
Treasurer, State of Tennessee
502 Deaderick Street, 15th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-532-2347**

RESOLUTION

WHEREAS, _____, (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a governmental 457(b) deferred compensation plan, funded by employee deferrals and, if elected pursuant to Section I and/or K of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 457(b) deferred compensation plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the Tennessee State Employees Deferred Compensation Plan and Trust Adoption Agreement for a Section 457(b) Eligible Deferred Compensation Plan for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective December 22, 2010, and as amended by Amendment Number One signed December 22, 2010, Amendment Number Two signed February 8, 2012, Amendment Number Three signed February 26, 2015 and Amendment Number Four signed September 26, 2016 as well as the Section 457(b) Eligible Deferred Compensation Plan for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XVII of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the _____ ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.

3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of the hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employee's salary. In no instance shall the total combined employer contributions to all defined contribution plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section I and/or K of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained, a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 17.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:

- a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
 11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.
 12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.

13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

TENNESSEE STATE

EMPLOYEES DEFERRED COMPENSATION PLAN AND TRUST - 457(b)

PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: _____

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: _____

Address: _____

Phone: _____

Person Authorized to receive Official Notices from the Plan or Administrator:

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: _____

(3) DISCLOSURE OF RETIREMENT PLAN(S) [INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM (“TCRS”)]

This Participating Employer [] does or [] does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 457(b), as applicable to a governmental plan.

By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Section 457(b).

This Agreement is for the following purpose: **(Check and complete box 1 OR box 2 OR box 3.)**

1. This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees effective _____, _____ **(insert effective date of this Agreement)**.

2. This is an amendment to be effective as of _____, _____, to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____, as follows **(please specify type below)**:
 - a. This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.

 - b. Other **(must specify elective provisions in this Agreement that are being changed)**:

3. This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer, the effective date of which shall be _____, _____ **(insert effective date of this Agreement)**. This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____, _____ **(insert original effective date of preexisting plan)**. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan.

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section I of this Agreement:** *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

who meets the definition in Section E.1 above, regardless of the Employee's age or the number of years of service the Employee has rendered to the Employer. All Matching Contributions made on behalf of such Employees are 100% vested immediately, except as provided in Section F.2.b below.

b. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section K of this Agreement:** *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

-
- vi. any employee listed or otherwise described in Schedule 1 attached to this Agreement

who meets the definition in Section E.1 above, regardless of the Employee's age or the number of years of service the Employee has rendered to the Employer. All Non-Matching Contributions made on behalf of such Employees are 100% vested immediately.

F. AUTOMATIC ENROLLMENT. (Check and complete box 1 OR box 2.)

1. The Participating Employer DOES NOT elect automatic enrollment.
2. The Participating Employer DOES elect automatic enrollment, which will be effective for Plan Years beginning on and after January 1, _____ as follows:
- a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*
- i. All Employees.
- ii. All Employees who become Employees on or after the date set forth in Section F.2. above and who do not have an affirmative election in effect.
- b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited and used for the purposes set forth in Section O below.

c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: ***(Check one option below.)***

i. will be treated as a new Employee, or

ii. will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in Section F.2.b above.

G. HOURS OF SERVICE. Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

H. COMPENSATION DEFINITION. Compensation means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code §§ 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Article III of the Plan). If elected below and to the extent permitted by the Treasury regulations or other similar guidance (including, without limitation, the requirements contained in Treasury Regulations §§ 1.457-4(d)(1) and 1.415-2(e)(3)(i)), "compensation" also means accrued bona fide sick, vacation or other leave payable after severance from employment so long as the Participant would have been able to use the leave if employment had continued and it is paid within the longer of two and one-half (2½) months after the Participant severs employment with the Employer or the end of the calendar year in which the Participant severs employment with the Employer.

The Participating Employer:

1. SHALL allow the deferral of leave provision described above.

2. SHALL NOT allow the deferral of leave provision described above.

I. MATCHING CONTRIBUTIONS. ***(Check and complete box 1 OR box 2 OR box 3 OR box 4.)***
[NOTE: Any Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]

The Participating Employer shall:

1. NOT make Matching Contributions.

2. match ___% of Participant elective deferrals of up to ___% of Compensation.

3. match ___% of the first \$_____ of Participant elective deferrals.

4. match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section O below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

J. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.a. of this Participating Employer Agreement.

K. NON-MATCHING CONTRIBUTIONS. *(If non-matching contributions will be made, check box 1 OR box 2.)* [NOTE: Any Non-Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]

1. The Participating Employer shall NOT make Non-Matching Contributions.
2. The Participating Employer shall contribute: *(Check and complete one box.)*
 - a. an amount fixed by appropriate action of the Employer.
 - b. ___% of Compensation of Participants for the Plan Year.
 - c. \$___ per Participant.
 - d. an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.b above.
 - e. a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

L. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.b of this Participating Employer Agreement.

M. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL NOT BE allowed.

N. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions are not permitted in a 457(b) Plan and, accordingly, SHALL NOT BE allowed.

O. FORFEITURES. Forfeitures of Matching Contributions, as provided in Section F.2.b, will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

P. NORMAL RETIREMENT AGE. Normal Retirement Age shall mean age 70½.

Q. ROLLOVERS. Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b) SHALL BE allowed pursuant to Section 6.01 of the Plan. However, a direct rollover from an eligible plan under Code § 457(b), 401(k) or 403(b) shall exclude any portion of a designated Roth account. A rollover contribution that is a Participant rollover from an eligible plan under Code Section 457(b), 401(k), or 403(b) shall exclude distributions of a designated Roth account.

R. TRANSFERS. Transfers from other 457(b) plans SHALL BE allowed. If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code § 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section R may be made before the Participant has had a Severance from Employment as defined in Section W below.

A transfer may be made under this Section if the transfer is either for the purchase of permissive service credit (as defined in Code § 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code § 415 does not apply by reason of Code § 415(k)(3) or as otherwise allowed by the IRS.

S. UNFORESEEABLE EMERGENCY WITHDRAWALS. In the case of an unforeseeable emergency, the Administrator SHALL allow distributions in accordance with Section 5.05 of the Plan. An unforeseeable emergency is a severe financial hardship resulting from a sudden illness, disability or accidental property loss, subject to strict IRS guidelines.

T. PARTICIPANT LOANS. The Administrator has directed the Trustee NOT to make Participant loans in accordance with Article IV of the Plan.

U. QUALIFIED DOMESTIC RELATIONS ORDERS. The Plan shall accept qualified domestic relations orders as provided in Section 13.02 of the Plan.

V. PAYMENT OPTIONS. The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

W. DISTRIBUTIONS. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.

2. A Participant may request a distribution prior to Severance from Employment during the calendar year in which he or she reaches age 70½ or, thereafter, or, if earlier, upon death. A Participant may also request a distribution prior to Severance from Employment upon incurring an approved Unforeseeable Emergency.
3. A Participant may request a distribution from a Rollover Contribution Account at any time.

X. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER’S AUTHORIZED SIGNATORIES:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE TENNESSEE STATE DEFERRED COMPENSATION PLAN AND TRUST BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____
David H. Lillard, Jr.

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _____

SCHEDULE 1

TENNESSEE STATE

DEFERRED COMPENSATION PLAN AND TRUST- 457(b)

PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: _____

Classes of Eligible Employees

Contribution Amount

Houston High School Track and Bleacher Project - Bid # FY 2025-001

Bidder ->	Wagner General	Grinder Tabor Grinder	Linkous	A & B Construction	Barnes and Brower
WITHDREW BID letter to follow will send on 9-5-24					
Base Bid - Consists of the demolition and replacement of all track, fence, perimeter paving, concrete, and sidewalk work and the redressing of all disturbed grass/turf	\$1,092,000.00	\$1,114,884.00	\$1,113,000.00	\$1,029,911.00	\$1,152,112.00
Add Alternate #1 Consists of retrofitting the existing home and visitor's bleachers as spelled out in the drawings and specifications	\$154,000.00	\$150,208.00	\$130,525.00	\$132,218.00	\$147,114.00
Add Alternate #2 - Consists of the demolition of the existing home bleachers and press box, and the complete replacement of the same, along with the retrofit of the existing visitor's bleachers.	\$2,027,000.00	\$1,805,538.00	\$1,791,223.00	\$2,074,912.00	\$1,953,083.00
Add Alternate #3 - Consists of the demolition of the existing home bleachers and press box, and the complete replacement of the same, with the addition of the VIP chair back seating area in the center section of the new home bleachers, along with the retrofit of the existing visitor's bleachers.	\$2,045,000.00	\$1,896,416.00	\$1,879,728.00	\$2,093,898.40	\$1,979,540.00
Add Alternate #4 - consists of the demolition of the existing home bleachers, press box, and visitor's bleachers and the complete replacement of the same.	\$2,792,000.00	\$2,321,931.00	\$2,376,426.00	\$2,899,162.00	\$2,653,110.00

Add Alternate #5 - consists of the demolition of the existing home bleachers, press box, and visitor's bleachers and the complete replacement of the same, with the addition of the VIP chair back seating area in the center section of the new home	\$2,316,000.00	\$2,412,800.00	\$2,464,931.00	\$2,918,149.00	\$2,671,893.00
Checklist:					
Addendum Acknowledgement	X	X	X	X	X
Contractor's License as required	X	X	X	X	X
References	X	X	X	X	X
Drug and Alcohol Testing Form	X	X	X	X	X
Boycott of Israel Act	X	X	X	X	X
Iran Divestment Act	X	X	X	X	X
Certification of Understanding	X	X	X	X	X
Bid certification page	X	X	X	X	X
Certificate of Liability Insurance	X	X	X	X	X
Bond Information per \$1000	\$ 10.00	\$ 9.00	\$ 6.87	\$ 25.00	\$ 17.70
Bid bond	yes	yes	yes	yes	yes

Germantown Municipal School District

School Fees - Requested Student Fees

2024 - 25 School Year

09.19.24

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

School	REQUESTED Fees	Purpose	Course	Requester	Notes
Dogwood Elementary	\$20.00	Instructional Fee	School Wide	Woody	Consumable materials/computer programs/novels/AR
Dogwood Elementary	\$100.00	Orchestra Fee	5th	Thurman	Books, Uniforms, Sheet Music, Accessories
Farmington Elementary	\$100.00	Orchestra Fee	5th	Short	1 shirt, Method Books, NAFME Dues, miscellaneous supplies
Forest Hill Elementary	\$35.00	ALEKS	Gifted Program	Brenneman	Advanced Math Practice
Forest Hill Elementary	\$100.00	Orchestra	5th	Smith	1 shirt, Method Books, NAFME Dues, miscellaneous supplies
Forest Hill Elementary	\$20.00	Instructional Fee	School Wide	Percoski	Consumable materials/computer programs/novels/AR

GOAL	\$20.00	PSAT	PSAT	Fisher	Cost of test and processing fee
GOAL	\$50.00	Application Fee	School Wide	Fisher	Application fee
GOAL	\$100.00	AP Exam	AP Courses	Fisher	AP Exams
Houston High	\$40.00	Course Fee	Audio/Visual Production	Hamilton	SD cards, Batteries, microphones, cables, and supplies
Houston High	\$150.00	Course Fee	AP Capstone	Ross	AP Registration/Exam
Houston High	\$35.00	Course Fee	Anat&Phys	M Smith	Lab fees
Houston High	\$35.00	Course Fee	Anat&Phys - CTE	Kinler	Lab fees
Houston High	\$35.00	Course Fee	AP Bio	Wakefield	Lab fees
Houston High	\$35.00	Course Fee	AP Chemistry	Kenon	Lab Fees
Houston High	\$20.00	Course Fee	AP Computer Science A	Wartenberg	workbooks
Houston High	\$20.00	Course Fee	AP Computer Science Principles	Alsbrook	workbooks
Houston High	\$25.00	Course Fee	AP English Language	Cox/Hunter	workbooks
Houston High	\$25.00	Course Fee	AP English Literature	McKinney/Middlekauff	workbooks
Houston High	\$35.00	Course Fee	AP Environmental Scienc	Minton	Lab fees
Houston High	\$25.00	Course Fee	AP Human Geography	Robinson	workbooks
Houston High	\$25.00	Course Fee	AP Macroeconomics/ AP Microeconomics	Lubin	workbooks
Houston High	\$30.00	Course Fee	AP U.S. Government	Brock	workbooks
Houston High	\$50.00	Course Fee	Adv. Mixed Media	Spillman	Materials and supplies

Germantown Municipal School District

School Fees - Requested Student Fees

2024 - 25 School Year

09.19.24

Houston High	\$20.00	Course Fee	Adv. Painting	Spillman	Materials and supplies
Houston High	\$150.00	Course Fee	Adv Painting	Spillman	Art kits
Houston High	\$35.00	Course Fee	Art 1	Anderson	Materials and supplies
Houston High	\$15.00	Course Fee	Art 1 Honors	Jackson	Materials and supplies
Houston High	\$122.00	Course Fee	Art 1 Honors	Jackson	Art kits
Houston High	\$15.00	Course Fee	Art 2 Honors	Spillman	Materials and supplies
Houston High	\$157.00	Course Fee	Art 2 Honors	Spillman	Art kits
Houston High	\$25.00	Course Fee	Art Illustration	Spillman	Materials and supplies
Houston High	\$90.00	Course Fee	Art Illustration	Spillman	Art kits
Houston High	\$35.00	Course Fee	AP Drawing	Spillman	Materials and supplies
Houston High	\$35.00	Course Fee	Bio2 DE	Poole	Lab fees
Houston High	\$100.00	Course Fee	Clinical Internship	Coleman	Lab fees and medical supplies
Houston High	\$70.00	Course Fee	Diagnostic Med	Kinler	Lab fees, trip fees, supplies
Houston High	\$60.00	Course Fee	Exercise Science	Coleman	Lab fees, trip fees, supplies
Houston High	\$70.00	Course Fee	Health Sci Ed	Coleman/Kinler	Lab fees, trip fees, supplies
Houston High	\$75.00	Course Fee	Honors Concert Choir	Healy	Supplies and materials
Houston High	\$75.00	Course Fee	Honors Treble Choir	Healy	Supplies and materials
Houston High	\$20.00	Course Fee	Human Studies	Boggan	Sewing, cooking supplies, egg babies, activities
Houston High	\$7.00	Course Fee	Latin	Purcell/Simone	National Latin Exam fees
Houston High	\$40.00	Course Fee	Life Skills Lab	TBD	Supplies, activities, and materials
Houston High	\$15.00	Course Fee	Lifespan Development	Boggan	Supplies, activities, Baby maintenance
Houston High	\$15.00	Course Fee	Mechatronics I	Houston	Supplies and materials
Houston High	\$15.00	Course Fee	Mechatronics II	Houston	Supplies and materials
Houston High	\$70.00	Course Fee	Medical Assisting	Coleman	Medical supplies
Houston High	\$70.00	Course Fee	Medical Therapeutics	Coleman	Lab fees and medical supplies
Houston High	\$50.00	Course Fee	Nutrition	Wilkins	Supplies and materials
Houston High	\$200.00	Course Fee	Orchestra	Kang	membership fees, music, instrument repairs, travel expenses
Houston High	\$35.00	Course Fee	Organic Chemistry Honors	Kennon	Lab Fees
Houston High	\$70.00	Course Fee	Rehabilitation Therapy	Coleman	Lab fees and medical supplies
Houston High	\$35.00	Course Fee	Robotics	Phillips	Team registration, competitive events, parts/materials
Houston High	\$35.00	Course Fee	STEM 1	Phillips	Supplies and equipment
Houston High	\$35.00	Course Fee	STEM 2	Phillips	Supplies and equipment
Houston High	\$35.00	Course Fee	STEM 3	Phillips	Supplies and equipment
Houston High	\$35.00	Course Fee	STEM 4	Phillips	Supplies and equipment
Houston High	\$50.00	Course Fee	Indoor Color Guard - A	Carpenter	Uniforms, instruments, repairs, music, transportation

Germantown Municipal School District

School Fees - Requested Student Fees

2024 - 25 School Year

09.19.24

Houston High	\$50.00	Course Fee	Indoor Color Guard - B	Carpenter	Uniforms, instruments, repairs, music, transportation
Houston High	\$50.00	Course Fee	Indoor Drumline	Carpenter	Uniforms, instruments, repairs, music, transportation
Houston High	\$8.00	Foreign Language Fair	German Honors	Penrod	Foreign Language Fair fees
Houston High	\$8.00	Foreign Language Fair	French classes	Johnson	Foreign Language Fair
Houston High	\$8.00	Foreign Language Fair	Latin classes	Simone	Foreign Language Fair
Houston High	\$4.00	French National Contest	French Honors	Johnson	French National Contest
Houston High	\$8.00	National German Exam	German Honors	Penrod/Latvatalo	National German Exam fees
Houston High	\$9.00	National Latin Exam	Latin	Purcell/Simone	National Latin Exam fees
Houston High	\$6.00	National Spanish Exam	Spanish Honors	Purcell/Ferryman/ Stewardson	National Spanish Exam
Houston High	\$25.00	PSAT	PSAT	Ross	Cost of test and processing fee
Houston Middle	\$25.00	Art Fee	Art	Wroblewski/Whittset/Hi gginbotham	Art supplies, sketchbooks, iPad apps, and printing needs
Houston Middle	\$150.00	Band Fee	Band	Nesvick	Mbrshp Fees, Venues, instrument maintenance, Registration Fees, Method Books, Sheet Music, Replacement Fees, travel costs, various band supplies
Houston Middle	\$30.00	Choir Fee - Semester	Choir	Timmerman	Sheet music, Membership fees, travel costs, various choir supplies
Houston Middle	\$60.00	Choir Fee - Year	Choir	Timmerman	Sheet music, Membership fees, travel costs, various choir supplies
Houston Middle	\$150.00	Orchestra Fee	Orchestra	Kang/Thurman	Mbrshp Fees, Venues, instrument maintenance, Registration Fees, Method Books, Sheet Music, Replacement Fees, travel costs, various orchestra supplies
Houston Middle	\$75.00	Choir Performance Uniform	New Choir Students	Timmerman	Choir Dress (students will have either the dress OR shirt&pants)
Houston Middle	\$50.00	Choir Performance Uniform	New Choir Students	Timmerman	Choir Shirt & Pants (students will have either the dress OR shirt&pants)
Houston Middle	\$25.00	Food Elective Fee	Science Students	Starks	Consumable items for lab activities
Houston Middle	\$25.00	Yearbook Elective Fee	Yearbook Students	Squires	Tshirts, class supplies
Houston Middle	\$10.00	PE Fee	PE Students	Spurlock	New equipment and replacement parts, Fitness technology
Houston Middle	\$10.00	Agenda Book Fee	6th grade Students	HMS	Agenda book required for 6th grade, offered to all
Riverdale Elementary	\$30.00	1:1 Blended Learning	All 7th & 8th grade	GMSD	iPad insurance for 1:1 initiative
Riverdale Elementary	\$20.00	Art Supplies/Clay	6th-8th	Sammons	Art Supplies for advanced art students
Riverdale Elementary	\$100.00	Orchestra Fee	5th	Short	field trips, NAFME membership dues, and miscellaneous supplies.

Germantown Municipal School District

School Fees - Requested Student Fees

2024 - 25 School Year

09.19.24

Riverdale Elementary	\$100.00	Orchestra Fee	6th-8th	Short	This fee covers their 2 shirts, method book, buses for concert festival and field trips, NAFME membership dues, and miscellaneous supplies.
Riverdale Elementary	\$50.00	Choir Fee	6th-8th	Caudle	Music/Supplies/T-shirt
Riverdale Elementary	\$150.00	Band Fee	6th-8th	Woodring	Music/Supplies/T-shirt
Riverdale Elementary	\$20.00	PE Uniform	5th-8th	Thompson	Required PE uniform for all 5th-8th grade students
Riverdale Elementary	\$50.00	1:1 Blended Learning-8th graders	8th	GMSD	Laptop insurance for 1:1 initiative

Germantown Municipal School District
School Fees - Activity Costs
2024 - 25 School Year

09.19.24

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

School	ACTIVITY COSTS	Purpose	Club/Athletic Team/Booster Club	Sponsor/Coach	Notes
Dogwood Elementary	\$20.00	Supplies	Student Ambassadors	Fitchpatric	T-shirts, meeting refreshments, parties
Dogwood Elementary	\$45.00	Supplies	Safety Patrol	Martin/Guntharp	Belts, badges, award Pins, t-shirt, supplies & food for two parties (Fall & Spring), end of the year awards, patrol flags
Dogwood Elementary	\$100.00	Registration and Supplies	Cross Country	Lessley	MYA fee, banquet, uniform, incentives, awards, and some meet fees
Dogwood Elementary	\$25.00	Supplies	Steel Drum Group	Smith	Shirt, music, supplies
Dogwood Elementary	\$25.00	Supplies	Art Stars	Luyendyk	Consumable materials used for art activities
Dogwood Elementary	\$35.00	Cross Country Camp	Cross Country	Lessley	Cross Country Camp Registration
Dogwood Elementary	\$25.00	Supplies	Book Club	Guynes	Books, supplies
Dogwood Elementary	\$100.00	Supplies	Guitar Club	Brookshire	Music, t-shirt, stipend
Dogwood Elementary	\$10.00	Supplies	Card Game Club	Grimm	Games, snacks
Dogwood Elementary	\$25.00	Supplies	Principal Advisory Council	Woody	Shirt, snacks, events
Farmington Elementary	\$175.00	Costumes, uniforms, operations	Falcon Footlights (play)	Pettie	Cast members
Farmington Elementary	\$160.00	Materials	FES 5K club	Brasfield	Entrance into races and materials - uniforms, warm ups, water bottles, etc.
Farmington Elementary	\$5.00	Supplies	Chess Club	Lane	Supplies
Farmington Elementary	\$35.00	Supplies	Guitar Club	Brookshire	Supplies
Farmington Elementary	\$40.00	Supplies	Choir	Assad	Supplies
Farmington Elementary	\$40.00	Supplies	Choir	Assad	Supplies
Forest Hill Elementary	\$50.00	Supplies	Choir	Simons	Shirts and Materials
Forest Hill Elementary	\$40.00	Supplies	Farmington Farmers	House	Gardening supplies and plants
Forest Hill Elementary	\$15.00	Supplies	Composting Club	Sullivan	Supplies to build compost bins
Forest Hill Elementary	\$100.00	Registrations and Jersey	FHES Running	Wood	Registrations and jerseys
Forest Hill Elementary	\$25.00	Supplies	Art Club	Kougher	Art materials for projects
Forest Hill Elementary	\$20.00	Supplies	Kindness Club	Howard	Materials and shirts
Forest Hill Elementary	\$35.00	Supplies	Guitar Club	Gibson	Supplies
Forest Hill Elementary	\$40.00	Supplies/Entry Fees	Chess Club	Giovannini	Registration for tournament, shirt, chess boards
GOAL	\$100.00	Graduation	N/A	Fisher	Senior graduation, Caps/Gowns
Houston High	\$500.00	Annual Dues	Band	Carpenter/Sims	Memberships, transportation, clinics, instruments/repair, music, miscellaneous
Houston High	\$1,500.00	Annual Dues	Baseball	McCarter	Field maintenance, uniforms, equipment, officials
Houston High	\$600.00	Annual Dues	Basketball Boys	Sabau	Travel, equipment, supplies, miscellaneous
Houston High	\$750.00	Annual Dues	Basketball Girls	Lewis	Travel, equipment, supplies, miscellaneous, officials
Houston High	\$160.00	Annual Dues	Bowling	Quinn	Entry fees, miscellaneous
Houston High	\$5,000.00	Annual Dues	Cheer	Simpson	Tumbling, entry fees, instruction, travel, competition fees
Houston High	\$400.00	Annual Dues	Cross Country	R. Randall	Entry fees
Houston High	\$100.00	Annual Dues	Cross Country	R. Randall	Uniform
Houston High	\$350.00	Annual Dues	Football	J. Thomas	Travel, equipment, supplies, miscellaneous, officials

Germantown Municipal School District
School Fees - Activity Costs
2024 - 25 School Year

09.19.24

Houston High	\$450.00	Annual Dues	Golf	Brock/Gaylord	Travel, equipment, supplies, gear, miscellaneous
Houston High	\$5,000.00	Annual Dues	Pom	H. Thomas	Entry fees, instruction, travel, competition fees
Houston High	\$850.00	Annual Dues	Soccer Boys	Wolff	Field maintenance, uniforms, equipment, officials
Houston High	\$850.00	Annual Dues	Soccer Girls	Wolff	Entry fees, team gear, miscellaneous
Houston High	\$1,000.00	Annual Dues	Softball	Jackson	Field maintenance, uniforms, equipment, officials
Houston High	\$300.00	Annual Dues	Boys Tennis	Benzing	Field maintenance, uniforms, equipment, officials
Houston High	\$300.00	Annual Dues	Girls Tennis	Benzing	Field maintenance, uniforms, equipment, officials
Houston High	\$300.00	Annual Dues	Track and Field	S. Hamlett	Entry fees and supplies
Houston High	\$100.00	Annual Dues	Track and Field	S. Hamlett	uniform
Houston High	\$2,500.00	Annual Dues	Volleyball	Pendleton	Entry fees, team gear, miscellaneous
Houston High	\$850.00	Annual Dues	Wrestling	Shirley	Entry fees, TSSAA weight management fees, travel, miscellaneous
Houston High	\$20.00	Club Dues	30 and Above	Handy/Ku	Zoo trip, graduation cords, supplies
Houston High	\$25.00	Club Dues	American Chemistry Society	Kennon	Supplies
Houston High	\$350.00	Club Dues	Archery	Kinler	Travel, equipment, supplies, gear, miscellaneous
Houston High	\$10.00	Club Dues	Asian American/Pacific Islanders	Brock	Supplies
Houston High	\$25.00	Club Dues	Badminton Club	Minton	Equipment, and supplies
Houston High	\$500.00	Club Dues	Basketball Cheer	Unnamed	Uniforms and instruction
Houston High	\$20.00	Club Dues	Beautifully Unique	Fisher	Activities
Houston High	\$25.00	Club Dues	Best Buddies	Clarke	Membership fees
Houston High	\$65.00	Club Dues	Beta Club	J. Smith	Activities and supplies
Houston High	\$10.00	Club Dues	Book Club	Wilder/Underwood	Activities, materials
Houston High	\$25.00	Club Dues	Computer Science	Alsbrook	Supplies
Houston High	\$20.00	Club Dues	Computer Skills USA	Juneau/Uhiren/Houston	Activities, supplies, competitions
Houston High	\$20.00	Club Dues	Cosmetology	Gladney	Supplies
Houston High	\$100.00	Club Dues	Cyber Patriot	Wartenberg	Registration fees, competitions, competition expenses
Houston High	\$25.00	Club Dues	Debate	Steepleton	Membership fees
Houston High	\$25.00	Club Dues	DECA	Harvell	Membership dues
Houston High	\$20.00	Club Dues	Drama	Christie	Supplies
Houston High	\$25.00	Club Dues	DRIP	Condra	Supplies
Houston High	\$75.00	Club Dues	Electronic Sports	McKinney	Unlimited pass, shirts/jerseys, masks, and equipment
Houston High	\$20.00	Club Dues	Environmental	TBD	Activities, supplies
Houston High	\$35.00	Club Dues	Fantasy Sports Club	Harvey/Collins	Supplies
Houston High	\$20.00	Club Dues	Fashion Club	Becker	Supplies
Houston High	\$30.00	Club Dues	FBLA	TBD	Local, state competitions
Houston High	\$15.00	Club Dues	FCA	Lewis	Materials, activities
Houston High	\$40.00	Club Dues	FCCLA	Wilkins/Boggan	Local and national dues, tees
Houston High	\$30.00	Club Dues	FFA	Rose	Membership, dues
Houston High	\$10.00	Club Dues	Folk Dancing	Penrod	Folk Dance Outfits
Houston High	\$10.00	Club Dues	French Club	Johnson	supplies
Houston High	\$25.00	Club Dues	German Club	Penrod	Gift cards, consumables, folk dance outfits
Houston High	\$20.00	Club Dues	Hindu Student Association	Puri	Supplies
Houston High	\$5.00	Club Dues	Hispanic/Latino Student Assoc.	Seboldt	Supplies
Houston High	\$35.00	Club Dues	Horizons	Sadler/King	field day
Houston High	\$40.00	Club Dues	HOSA	Coleman	National & state membership dues, tees
Houston High	\$350.00	Club Dues	HOSA	Coleman	Travel expenses - State competition
Houston High	\$850.00	Club Dues	HOSA	Coleman	Travel expenses - National competition
Houston High	\$20.00	Club Dues	Investment	Seboldt	Supplies

Germantown Municipal School District
School Fees - Activity Costs
2024 - 25 School Year

09.19.24

Houston High	\$20.00	Club Dues	International	Penrod	Consumables, gift cards, Extravaganza, Project Grad
Houston High	\$30.00	Club Dues	Key Club	J. O'Brien	Fees, activities, materials
Houston High	\$25.00	Club Fees	Knitting/Crochet Club	Bansal	Yarn, hooks, needles, other supplies
Houston High	\$25.00	Club Dues	Knowledge Bowl	Poole/Kennon	Competition fees, tees
Houston High	\$25.00	Club Dues	Latin Club/Jr Classical League	Simone	Dues, National Latin Exam
Houston High	\$200.00	TJCL Latin Convention	Latin Club	Simone	TJCL Convention fees
Houston High	\$5.00	Latin Fall Festivus	Latin Club	Simone	Latin Fall Festivus
Houston High	\$8.00	U of M Language Fair	Latin	Simone	Entry fee
Houston High	\$20.00	Club Dues	Nat'l Art Honor Society	Spillman	Dues, activities, supplies, materials
Houston High	\$5.00	Club Dues	National Latin Honor Society	Simone	Supplies, honor cords
Houston High	\$20.00	Club Dues	National German Honor Society	Penrod	Membership and supplies
Houston High	\$20.00	Club Dues	Mahjong	Harvey	Supplies
Houston High	\$25.00	Club Dues	Math	Lee	Supplies and competition entry fees
Houston High	\$20.00	Club Dues	Model UN	Brock	Conference fees
Houston High	\$20.00	Club Dues	Mu Alpha Theta	Bansal	Membership, honor cords
Houston High	\$20.00	Club Dues	Muslim Student Association	Khawaja	Supplies
Houston High	\$20.00	Club Dues	Mustang Mentors	Wells	activities
Houston High	\$30.00	Club Dues	Nat'l Honor Society	Seboldt	Membership, honor cords
Houston High	\$50.00	Club Dues	Nat'l Technical Honor Society	Coleman	National membership, induction services
Houston High	\$40.00	Club Dues	Pickleball Club	Martin	Tournament fees and supplies
Houston High	\$150.00	Club Dues	Plays (Fall Play)	Christie	Royalties, scenic design, costumes, scripts and professionals
Houston High	\$200.00	Club Dues	Plays (Spring Musical)	Christie	Royalties, scenic design, costumes, scripts and professionals
Houston High	\$25.00	Club Dues	Pride	M. Smith/Minton	Activities, supplies
Houston High	\$40.00	Club Dues	School Newspaper	Becker	Annual subscription cost for the newspaper website
Houston High	\$20.00	Club Dues	RAK	TBD	Monies used to randomly help people
Houston High	\$30.00	Club Dues	Rescue Paws	Plaisance	Activities, supplies, materials
Houston High	\$30.00	Club Dues	Rho Kappa	Robinson	Honor cords, lecture series
Houston High	\$20.00	Club Dues	SADD	Fisher	Activities, materials
Houston High	\$40.00	Club Dues	Science Club	Minton/Perry/Malloy	Activities, materials and competition fees
Houston High	\$20.00	Club Dues	SGA	Spain	Activities, supplies, materials
Houston High	\$25.00	Club Dues	St. Jude Club	TBD	Activities, service project supplies
Houston High	\$30.00	Club Dues	Social Media	Riley	Activities, supplies, materials
Houston High	\$30.00	Club Dues	Spanish Club	Almonte	Membership, fees, activities & materials
Houston High	\$20.00	Club Dues	Spanish Honor Society	Ferryman	National dues, induction expenses, Quia, supplies
Houston High	\$20.00	Club Dues	Spanish Honor Society	Ferryman	Honor cords
Houston High	\$30.00	Club Dues	SWENext	Phillips	Activities, materials
Houston High	\$20.00	Club Dues	Student Impact	Boyer	Dues, donations, tees
Houston High	\$1,500.00	Club Dues	Trap	Collins	Full membership, practice materials, competitions
Houston High	\$100.00	Club Dues	TSA	Phillips	State and national dues/fees; competitions
Houston High	\$350.00	Club Dues	TSA	Phillips	Hotel & transportation - State conference
Houston High	\$30.00	Club Dues	Yearbook	Cox	T-shirts
Houston High	\$95.00	Course Fee	1st & 2nd 4-hour DE course	Varied/Akey	University tuition
Houston High	\$98.00	Course Fee	3rd 3-hour DE course	Varied/Akey	University tuition
Houston High	\$195.00	Course Fee	3rd 4-hour DE course	Varied/Akey	University tuition
Houston High	\$298.00	Course Fee	4th 3-hour DE course	Varied/Akey	University tuition
Houston High	\$364.00	Course Fee	4th+ 4-hour DE course	Varied/Akey	University tuition
Houston High	\$198.00	Course Fee	5th+ 3-hour DE course	Varied/Akey	University tuition
Houston High	\$125.00	Graduation Fee	12th Grade Students	H. Ross	Costs associated with graduation

Germantown Municipal School District
School Fees - Activity Costs
2024 - 25 School Year

09.19.24

Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Classical Etymology Exam fees
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Classical Civilization Exam fees
Houston High	\$9.00	Optional Exam	Latin	Purcell/Simone	National Latin Exam fees
Houston High	\$5.00	Optional Exam	Mythology	Purcell/Simone	National Mythology Exam fees
Houston High	\$3.00	Optional Exam	Translation	Purcell/Simone	CAMWS Translation Contest fees
Houston High	\$25.00	Lit Mag Fee	Literary Magazine	Chandler	Materials for magazine/final product
Houston High	\$5.00	Locker Fee	Students Using Lockers	Suchman	Locker rental
Houston High	\$50.00	Parking Fee	Students Parking on Campus	P. Ross/Suchman	Parking pass
Houston High	\$75.00	Parking Fee w/painting	Students Parking on Campus	P. Ross/Suchman	Optional painting of parking spot
Houston High	\$610.00	Fee	Seasonal Swimmers	Hunter	Pool fees, competitions, judges, uniforms, team supplies
Houston High	\$360.00	Fee	Yearly Swimmers	Hunter	Competitions, uniforms, team supplies
Houston High	\$20.00	Club Dues	Chess	Underwood	Supplies, registration fees
Houston High	\$20.00	Club Dues	Ping Pong	Martin	Equipment and supplies
Houston High	\$25.00	Club Dues	Black Student Association	Simpson/Fisher	Supplies
Houston High	\$800.00	Fee	Boys/Girls Lacrosse	TBD	Supplies, equipment, officials, travel
Houston Middle	\$150.00	Theatre Fee	Musical Theatre Performance	Timmerman/Bell	Music/script, sets, costumes, promotion, production supplies, team building
Houston Middle	\$100.00	Club Dues	Science Olympiad	Martin/Jordan	Supplies for test binders, build/lab event materials, digital practice tests, and registration fees
Houston Middle	\$20.00	Club Dues	National Junior Honor Society	Fowler/Hosea/Roth	Induction, activities, and supplies
Houston Middle	\$25.00	Club Dues	Beta Club	Schoonover	Induction, activities, and supplies
Houston Middle	\$30.00	Club Dues	Mythology Club	Hosea/Simone	National exam, Fesitvus event, tshirt, club activity supplies
Houston Middle	\$500.00	Team Fee	Football	Breen/Harris	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events
Houston Middle	\$500.00	Team Fee	Volleyball	Pratt	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events
Houston Middle	\$150.00	Varsity Team Fee	Girls Soccer	Ammons	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events
Houston Middle	\$100.00	JV Team Fee	Girls Soccer	Ammons	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events
Houston Middle	\$500.00	Team Fee	Boys Soccer	Pratt	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events
Houston Middle	\$500.00	Team Fee	Girls Basketball	Squires	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events
Houston Middle	\$500.00	Team Fee	Boys Basketball	Starks	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events
Houston Middle	\$250.00	Team Fee	Cross Country	Gunnell	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events
Houston Middle	\$250.00	Team Fee	Track	Andereck	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events
Houston Middle	\$300.00	Team Fee	Swimming	Roth	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events
Houston Middle	\$350.00	Team Fee	Tennis	Pohlman	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events
Houston Middle	\$350.00	Team Fee	Golf	Watson	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events

Germantown Municipal School District
School Fees - Activity Costs
2024 - 25 School Year

09.19.24

Houston Middle	\$500.00	Team Fee	Girls Lacrosse	Hume/Heim/Hosea	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events
Houston Middle	\$500.00	Team Fee	Boys Lacrosse	Bell/Watson	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events
Houston Middle	\$500.00	Team Fee	Baseball	Breen/Barthalow/Betchick	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events
Houston Middle	\$500.00	Team Fee	Softball	Squires	Coaching, sponsors, equipment & supplies, tournament & officials fees, uniforms, events
Houston Middle	\$575.00	Team Fee	Basketball Sideline Cheer	Taylor	Coaching, sponsor, uniforms, equipment & supplies, events
Houston Middle	\$4,865.00	Total amount split into monthly dues	Cheer Team	Higginbotham	Coaching fee, sponsor fee, camps, Pride tumbling, practice clothes, uniforms, bag, travel, Nationals airfare and Land Package
Houston Middle	\$4,950.00	Total amount split into monthly dues	Pom Team	Kerr/Strickland	Coaching fee, sponsor fee, camps, choreography, competition registration, Nationals, equipment, team morale happies, music, yearbook ads, supplies
Riverdale Elementary	\$4,000.00	Cheer	Booster Club	Woolfolk	Coaching fee, sponsor fee, camps, Pride tumbling, practice clothes, uniforms, bag, travel, Nationals airfare and Land Package
Riverdale Elementary	\$20.00	Dues	NJHS	Young	Annual Dues-certificates/pins
Riverdale Elementary	\$15.00	Dues	Beta Club	Harbin	Dues
Riverdale Elementary	\$20.00	Fee	Kids Care	Padgett	T-shirt/supplies/pizza party
Riverdale Elementary	\$75.00	Fee	Riverdale Theatre	Moss	Participation fee for Spring Musical to help cover expenses
Riverdale Elementary	\$150.00	JV Basketball	6th/7th	Freeman	League Fees, shirt, awards/party
Riverdale Elementary	\$276.00	Girls Basketball	6-8th	Owsley	Warm up shirt, warmup pants/jacket, shoes, socks, and athletic bag
Riverdale Elementary	\$15.00	Glee Club	1-5th	Caudle	Shirt, decorations for show
Riverdale Elementary	\$100.00	Raider Theater	1-8th	Moss/Stevens	T-shirt, costumes, set, material
Riverdale Elementary	\$20.00	Production Club	5-8th	Moss/Stevens	T-shirt, materials
Riverdale Elementary	\$5.00	Riverdale Rocks	3-5th	Sutton	Paint, supplies
Riverdale Elementary	\$15.00	Intramural Club	4-6th	Huggins	Shirt, supplies
Riverdale Elementary	\$80.00	Cross Country	3-8th	Faught	MYA fees and supplies
Riverdale Elementary	\$75.00	Track	3-8th	Dodge	MYA fees, jersey
Riverdale Elementary	\$6.00	Junior Honors Academy	8th	Ward/Ponder	Optional shirt
Riverdale Elementary	\$25.00	Ambassadors	8th	Fisher	2 shirts
Riverdale Elementary	\$3.00	Pay It Forward Club	6-7th	Dodson/Curtis/Edens	Supplies, end of year party
Riverdale Elementary	\$140.00	Honors Choir	6-8th	Caudle	Shirt, music, festivals, busses, attire rental (trip is separate)
Riverdale Elementary	\$10.00	Girls Club	3-5th	Greenberg	Art supplies, snacks
Riverdale Elementary	\$255.00	Swim Team	6-8th	Fristick	League Fees, shirt, cap, t-shirt, Germantown Athletic Club use
Riverdale Elementary	\$255.00	Soccer	6-8th	Lawton	Equipment, uniforms and fees
Riverdale Elementary	\$220.00	Golf	6-8th	Young/Byrd	Equipment, uniforms and fees
Riverdale Elementary	\$500.00	Volleyball A/B teams	6th-8th	Carlyle	Equipment, uniforms and fees
Riverdale Elementary	\$300.00	Volleyball Blue and Gray Team	6th-8th	Carlyle	Equipment, uniforms and fees
Riverdale Elementary	\$85.00	Tennis	6th-8th	Darder	Uniforms and fees
Riverdale Elementary	\$950.00	Trap	6th-8th	Edens	Equipment, uniforms and fees
Riverdale Elementary	\$25.00	Club Dues	Chess	Brashier/Lawton	T-shirt, materials
Riverdale Elementary	\$30.00	Club Dues	MythMaker	Simone	T-shirt, materials, snacks, awards