Board of Education Workshop/Business Meeting

Tuesday, March 10, 2020 6:30 PM
D300 Central Office, 2550 Harnish Drive, Algonquin, IL 60102

1. **Call to Order (6:00 pm)**

    1. Roll Call

2. **Closed Session**

    1. Motion to go into closed session for the purpose of to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, negotiations, real estate and litigation
    2. Motion to adjourn closed session

3. **Reconvene in Open Session (6:30 pm)**

    1. Roll Call

4. **Pledge of Allegiance, Golfview Elementary School**
5. **Approval of the Agenda**

    1. Motion to approve the agenda for March 10, 2020

6. **Student/Staff Recognition**

    1. District Spelling Bee Winners
    2. 2020 Illinois High School Theater Festival
    3. ILMEA All-State Festival Qualifiers

7. **Board Announcements**

    1. Good News

8. **Superintendent's Report**

    1. Science Curriculum
    2. Coronavirus

9. **Legislative Update**
10. **Public Participation**
    Members of the public, especially residents of District 300, are welcome to contribute during public participation. To do so, you must sign in at the lectern prior to 7:00 pm, the start of the meeting; be 18 or older or have a parent/legal guardian present with you, give your full name and respectfully state your comments, and you are

not permitted to mention the names of specific staff members or students.

11. **Consent Items < $25K**

1. Approval of Board Meeting Minutes
2. Approval of Destruction of closed session recordings
3. Approval of March 10, 2020 Accounts Payable
4. Approval of Disposal Items
5. Approval of Donation
1. Domek Group - Donation - Incubator - Jacobs High School
6. Approval of Out of District Travel
7. Approval of Treasurer's Report
8. Authorization for March 24, 2020 Accounts Payable
9. Approval of 403(b)/457 Provider Agreement (Extension)
10. Approval of 403(b) Tax Deferred Annuity Plan Adoption Agreement Restatement
11. Approval of G-17 Disclosure and Engagement Letter
12. Approval of Community Share Project - Library District MOU
13. Approval of McHenry County Health Department MOU
14. Approval of School District Data Addendum
15. Approval of Student Fees 2020-2021
16. Approval of Student Yearbook Contract (Extension)
17. Approval of the Human Resources Report
18. Approval of the Freedom of Information Act Report

12. **Roll Call Action Items**

1. Approval of Asbestos Design, Inspection Services, Project Management, and Air Sampling Contracts
2. Approval of Audit Services RFP
3. Approval of Athletic Training RFP
4. Approval of B & G Equipment Bid
5. Approval of Bus Lift Bid
6. Approval of Chromebook Cases Bid

7. Approval of Cosmetology Program Contract (Extension)
8. Approval of the College and Career Readiness System Contract (Renewal)
9. Approval of Copier Equipment Replacement and Copier/Printer Maintenance RFP - (Extension)
10. Approval of E-rate Category 1 & 2 RFP
11. Approval of the Entrepreneurship Pathway Program Contract (Renewal/Expansion)
12. Approval of the Instructional Software-Electronic Subscription Contracts (Renewal)
13. Approval of Mulch Bid
14. Approval of MIG Welder Bid
15. Approval of the NIA License and Service Agreement (Renewal)
16. Approval of the NIA Services & Fee Contract (Renewal)
17. Approval of Uniforms - Custodial Bid (Extension)
18. Approval of Waste & Recycling Bid (Extension)
19. Approval to Display the Science Curriculum
20. Approval of reassignment of administrators into non-administrator roles
21. Approval of Resolution for Reduction in Force

13. **Board Discussion**

1. Board Committee Reports

1. Board Finance Committee
2. Board Construction & Facility Oversight Committee
2. Board Discussion

14. **Closed Session (if needed)**

1. Motion to go into closed session for the purpose of to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, real estate, negotiations and litigation
2. Motion to adjourn closed session

15. **Adjournment**

1. Motion to adjourn

Community Unit School District 300 Monthly
Fixed Asset Disposals
03/01/2020

Date Submitted	Location	Type	Manufacturer / Publisher	Model/Title	Serial #	Asset Tag	Reason for Disposal	Method of Disposal	Destiny removal
2/6/2020	ADMIN	Cell Phone	Kyocera	Brigadier	n/a	n/a	Broken	Tech Recycle	
2/6/2020	ADMIN	Cell Phone	Apple	A1688	356676080131805	T55445	Broken	Tech Recycle	
2/6/2020	ADMIN	Cell Phone	Kyocera	E6810	990006125964865	T55395	Broken	Tech Recycle	
2/6/2020	ADMIN	Cell Phone	Kyocera	E6810	990006125965094	T55447	Broken	Tech Recycle	
2/6/2020	ADMIN	Cell Phone	Motorola	XT1789-01	n/a	T55800	Broken	Tech Recycle	
2/17/2020	JHS	UPS	TRIPP-LITE	BP240V10RT3U	9808BYOBP577400175		Broken	Tech Recycle	
2/17/2020	JHS	UPS	TRIPP-LITE	BP240V10RT3U	9817CYOBP577400053		Broken	Tech Recycle	
2/17/2020	JHS	UPS	TRIPP-LITE	BP240V10RT3U	9817CYOBP577400052		Broken	Tech Recycle	
2/17/2020	JHS	UPS	TRIPP-LITE	BP240V10RT3U	9717CYOBP577400054		Broken	Tech Recycle	
2/17/2020	JHS	CONTROLLER	TRIPP-LITE	SBB-0685	9745ALCPS63850017		Broken	Tech Recycle	
2/17/2020	JHS	WIRELESS CNTRL	CISCO	5500	AIR-PWR-5500-AC		Broken	Tech Recycle	
2/17/2020	JHS	WIRELESS CNTRL	CISCO	5500	AIR-PWR-55001-AC		Broken	Tech Recycle	
2/19/2020	ADMIN	Access Point	Cisco	AIR-LAP1142N-A-K9	FTX1625E740	n/a	Broken	Tech Recycle	
2/19/2020	ADMIN	Access Point	Cisco	AIR-LAP1142N-A-K9	FTX1624EAMJ	n/a	Broken	Tech Recycle	
2/19/2020	ADMIN	Access Point	Cisco	AIR-LAP1142N-A-K9	FTX1624K6ZW	n/a	Broken	Tech Recycle	
2/19/2020	ADMIN	Access Point	Cisco	AIR-AP1142N-A-K9	FTX1630K9PW	T27502	Broken	Tech Recycle	
2/19/2020	ADMIN	Access Point	Cisco	AIR-LAP1142N-A-K9	FTX1624EAPR	T30002	Broken	Tech Recycle	
2/19/2020	ADMIN	Access Point	Cisco	AIR-LAP1142N-A-K9	FTX1624EAPD	n/a	Broken	Tech Recycle	
2/19/2020	ADMIN	Access Point	Cisco	AIR-LAP1142N-A-K9	FTX1625E73X	n/a	Broken	Tech Recycle	
2/19/2020	ADMIN	Conference Phone	Mitel	UC360	1WQFW152002G	n/a	Broken	Tech Recycle	
2/19/2020	ADMIN	Access Point	Cisco	AIR-LAP1131AG-A-K9	FTX1233N5EM	n/a	Broken	Tech Recycle	
2/13/2020	PES	Power charger	ASUS	ADP-40KB		T70150	Broken	Tech Recycle	
2/13/2020	ORS	Power charger	ASUS	ADP-40KB		T95085	Broken	Tech Recycle	
2/13/2020	WCS	Power charger	ASUS	ADP-40KB		T91794	Broken	Tech Recycle	
2/13/2020	WCS	Power charger	ASUS	ADP-40KB		T84686	Broken	Tech Recycle	
2/13/2020	LES	Power charger	ASUS	AD890326		T90896	Broken	Tech Recycle	
2/13/2020	PES	Power charger	ASUS	ADP-40KB		T75942	Broken	Tech Recycle	
2/13/2020	LES	Power charger	ASUS	ADP-40KB		T75788	Broken	Tech Recycle	
2/13/2020	DCHS	Power charger	ASUS	ADP-40KB		T71473	Broken	Tech Recycle	
2/13/2020	DCHS	Power charger	ASUS	ADP-40KB		T72072	Broken	Tech Recycle	
2/13/2020	LWS	Power charger	ASUS	ADP-33AW		T90933	Broken	Tech Recycle	
2/13/2020	HHS	Power charger	ASUS	ADP-40KB		T75647	Broken	Tech Recycle	
2/13/2020	DMS	Power charger	ASUS	ADP-40KB		T85289	Broken	Tech Recycle	
2/13/2020	WCS	Power charger	ASUS	ADP-40KB		T85202	Broken	Tech Recycle	
2/13/2020	SHES	Power charger	ASUS	ADP-33AW		T91355	Broken	Tech Recycle	
2/13/2020	DMS	Power charger	ASUS	ADP-40KB		T75018	Broken	Tech Recycle	
2/13/2020	MES	Power charger	ASUS	ADP-40KB		T79155	Broken	Tech Recycle	
2/13/2020	DMS	Power charger	ASUS	ADP-40KB		T86050	Broken	Tech Recycle	
2/13/2020	DCHS	Power charger	ASUS	ADP-33AW		T77082	Broken	Tech Recycle	
2/13/2020	HHS	Power charger	ASUS	ADP-40KB		T0080746	Broken	Tech Recycle	
2/13/2020	PVES	Power charger	ASUS	ADP-40KB		T77543	Broken	Tech Recycle	
2/13/2020	HMS	Power charger	ASUS	ADP-40KB		T75751	Broken	Tech Recycle	
2/13/2020	JHS	Power charger	ASUS	ADP-40KB		T85710	Broken	Tech Recycle	
2/13/2020	SHES	Power charger	ASUS	AD890326		T91359	Broken	Tech Recycle	
2/13/2020	HHS	Power charger	ASUS	ADP-40KB		T90670	Broken	Tech Recycle	
2/13/2020	DMS	Power charger	ASUS	ADP-40KB		T80105	Broken	Tech Recycle	

2/3/2020	PVES	Appliance	TRUE	T-23F-HC	9404973	107433	Broken	Metal Recycle	
2/4/2020	LES	Library Books	Multiple	(613) Weeded Books			Obsolete	Recycle	
2/4/2020	GVES	Library Books	Multiple	(283) Weeded Books			Obsolete	Recycle	
2/5/2020	HHS	Exterior Lighting	Cooper Lighting	(33) 250 watt metal halide			Obsolete	Metal Recycle	
2/5/2020	HHS	Exterior Lighting	Cooper Lighting	(5) 100 watt metal halide			Obsolete	Metal Recycle	
2/5/2020	HHS	Exterior Lighting	Cooper Lighting	(89) 400 watt metal halide			Obsolete	Metal Recycle	
2/14/2020	GES	Library Books	Multiple	(292) Weeded Books			Obsolete	Recycle	
2/18/2020	WFCS	Library Books	Multiple	(1165) Weeded Books			Obsolete	Recycle	

*Supporting documentation available in the Purchasing Department.

Diane C. White

Diane C. White, Director of Purchasing

03/01/2020

Date

Included in your board package is the January 2020 Unaudited Treasurer and Financial Report. Report highlights are as follow:

Treasurer Report
As of January 31, 2020, the District had $131,061,481.03 of cash on hand. The cash balance by fund was:

Operating Fund	$ 110,377,578.10
Bond & Interest Fund	1,219,995.62
Site & Construction Fund	19,463,907.31
Total	**$ 131,061,481.03**

Financial Report Analysis-All Funds
Expenditures- If the District were to spend their dollars evenly each month, expenditures through January should be at 58% of total expenditures. Listed below is a summary of cash expenditures to date as a percentage of total expenditures by fund.

Fund	% of Budget	Comment
Education	48.09%	This fund is on trend.
O&M	56.00%	This fund is on trend.
Bond & Interest	78.04%	The bond & interest fund is used to pay our debt payments which are primarily in December and June.
Transportation	51.55%	This fund is on trend.
IMRF/Social Security	51.53%	This fund is on trend.
Capital Projects	83.37%	This fund is used to pay for our Summer Capital Projects. Our 2019 Summer Projects payments are in the final phase and we are starting to incur some expenses for our upcoming 2020 Summer Projects.
Tort	100.00%	The tort fund is used to pay our insurance premiums. These premiums are due in July.

Revenues- The District has received 53.92% of its budgeted revenue.

Financial Reporting Analysis- Operating Funds
Operating Fund Revenue Summary by Source- 53.83%

- Local Revenues are on target at 54.46% due to tax distribution timing;
- State Revenues are at 55.63%;
- Federal Revenues are at 53.48%.

Operating Fund Expenditure Summary by Object- 49.38%

- Salaries- below budget at 50.27%- teachers and para salaries started in late August as previous school year wages were accrued in June 2019;
- Benefits- below budget at 47.35%- teachers and para benefits started in late August as previous school year benefits were accrued in June 2019;
- Purchase Services- are on target at 53.72%;
- Supplies/Materials- are at 47.22%;
- Capital Outlay- is at 62.27%- due to capital projects wrapping up-roofing, tuck-pointing and other projects not paid from the Capital Projects fund;
- Other/Tuition- is on target at 56.09%;
- Non-Capitalized Equipment (any equipment under our $5000 capitalization threshold) – 5.38%, a majority of this budget is slated for the chrome-book replacement project.

Cash Flow
For cash flow purposes:

- Investment Income is at 39% of budget- Short term interest rates are currently at 1.46%.
- The Tort Fund has a deficit balance of ($162,525) due to payment of our District insurance premiums for worker's compensation and general liability insurance coverage. As in previous years, property tax collections throughout the year will offset this deficit by the end of the fiscal year. The deficit is being covered by a loan from the working cash fund.

COMMUNITY UNIT SCHOOL DISTRICT NO 300
UNAUDITED FINANCIAL REPORT NO. 7
January 31, 2020
March 2, 2020

	ED FUND	O&M FUND	B&I FUND	TRANS FUND	IMRF FUND	S&C FUND	WORKING CASH FUND	TORT FUND	TOTAL
CASH BALANCE December 31, 2019	$ 77,079,761	$ 5,024,879	$ 1,224,753	$ 1,509,448	$ 5,826,655	$ 19,746,255	$ 38,201,815	$ (162,525)	$ 148,451,042
PRIOR PERIOD ADJUSTMENTS	-	-	-	-	-	-	-	-	$ -
CASH RECEIPTS	7,799,496	305,401	568	10,770	2,844	10,922	21,448	-	$ 8,151,449
CASH DISBURSEMENTS	(21,985,833)	(2,202,787)	(5,325)	(293,205)	(760,590)	(293,270)	-	-	$ (25,541,010)
CASH BALANCE January 31, 2020	$ 62,893,424	$ 3,127,494	$ 1,219,996	$ 1,227,013	$ 5,068,910	$ 19,463,907	$ 38,223,264	$ (162,525)	$ 131,061,481
INTERFUND TRANSFERS/LOANS	-	-	-	-	-	-	(162,525)	162,525	-
ENDING CASH BALANCE January 31, 2020	$ 62,893,424	$ 3,127,494	$ 1,219,996	$ 1,227,013	$ 5,068,910	$ 19,463,907	$ 38,060,738	$ -	$ 131,061,481

INVESTMENT INCOME YEAR TO DATE	$ 1,167,209

TREASURER'S REPORT FOR THE MONTH OF JANUARY 2020

INVESTMENTS AT COST:		$ 131,061,481.03
(See attached schedule for investment detail)		
MONTHLY PAYROLL:		
Educational Fund	$ 16,227,050.82	
O&M Fund	$ 922,506.70	
Transportation Fund	$ 58,918.75	$ 17,208,476.27
PAYROLL RELATED EXPENDITURES:		
(Not reflected in A/P Bill Listing)		
Educational, O&M and Transportation Funds;		
Teachers, Retirement System	$ 1,007,111.76	
Total Teachers, Retirement System		$ 1,007,111.76
Illinois Municipal Retirement Fund		
IMRF	$ 320,432.05	
FICA	$ 204,885.68	
Medicare	$ 236,238.44	
Total IMRF/FICA/Medicare Fund		$ 761,556.17
Total Payroll and Related Expenditures		$ 18,977,144.20

COMMUNITY UNIT SCHOOL DISTRICT #300
Financial Report #7 - January 2020
By Fund, By Object

All Funds	FY20 Budget	FY20 Actual	% of FY20 Budget
Local	217,560,571	118,557,588	54.49%
State	71,005,956	39,498,937	55.63%
Federal	21,142,041	11,305,920	53.48%
Other Source	4,400,000	-	
Total Revenues	314,108,568	169,362,445	53.92%
Salaries	152,637,519	76,729,678	50.27%
Benefits	42,372,198	20,063,709	47.35%
Purchased Services	48,750,262	26,187,963	53.72%
Supplies/Materials	13,206,604	6,235,874	47.22%
Capital Outlay	12,514,683	10,139,103	81.02%
Other	40,232,283	28,807,874	71.60%
Non-Capitalized Equipment	7,196,232	448,987	6.24%
Total Expenditures	316,909,781	168,613,189	53.21%
Revenues Over Disbursements	(2,801,213)	749,257	
Other Financing Sources	-	-	
Net Change to Fund Balance	(2,801,213)	749,257	

COMMUNITY UNIT SCHOOL DISTRICT #300
Financial Report #7 - January 2020
By Fund, By Object

Operating Funds	FY20 Budget	FY20 Actual	% of FY20 Budget
Local	185,667,671	101,121,240	54.46%
State	71,005,956	39,498,937	55.63%
Federal	21,142,041	11,305,920	53.48%
Other Sources	4,400,000	-	
Total Revenues	282,215,668	151,926,097	53.83%
Salaries	152,637,519	76,729,678	50.27%
Benefits	42,372,198	20,063,709	47.35%
Purchased Services	48,737,762	26,179,921	53.72%
Supplies/Materials	13,206,604	6,235,874	47.22%
Capital Outlay	1,397,623	870,325	62.27%
Other/Tuition	9,991,657	5,604,436	56.09%
Non-Capitalized Equipment	7,196,232	387,503	5.38%
Total Expenditures	275,539,595	136,071,447	49.38%
Revenues Over Disbursements	6,676,073	15,854,651	
Other Financing Sources	(5,672,783)	(2,085,787)	
Net Change to Fund Balance	1,003,290	13,768,864	

COMMUNITY UNIT SCHOOL DISTRICT #300
Financial Report #7 - January 2020
By Fund, By Object

Fund 1-Educational	FY20 Budget	FY20 Actual	% of FY20 Budget
Local	144,051,356	79,495,760	55.19%
State	63,505,956	35,841,980	56.44%
Federal	21,142,041	11,305,920	53.48%
Other Sources	4,400,000	-	0.00%
Total Revenues	233,099,353	126,643,660	54.33%
Salaries	144,086,635	71,481,486	49.61%
Benefits	34,383,487	15,831,461	46.04%
Purchased Services	29,196,462	15,390,759	52.71%
Supplies/Materials	6,824,883	2,836,585	41.56%
Capital Outlay	497,623	468,053	94.06%
Other/Tuition	9,982,657	5,202,163	52.11%
Non-Capitalized Equipment	7,074,732	384,703	5.44%
Total Expenditures	232,046,479	111,595,211	48.09%
Revenues Over Disbursements	1,052,874	15,048,449	
Other Financing Source Transfers	(1,045,574)	(165,957)	
Net Change to Fund Balance	7,300	14,882,492	
Fund 2-Operations & Maintenance			
Local	24,132,314	13,404,067	55.54%
State	-	-	
Other Sources	-	-	
Total Revenues	24,132,314	13,404,067	55.54%
Salaries	8,097,384	4,960,543	61.26%
Benefits	1,464,600	874,967	59.74%
Purchased Services	3,656,342	1,718,265	46.99%
Supplies/Materials	5,186,186	2,854,902	55.05%
Capital Outlay	890,000	402,273	45.20%
Other	9,000	2,800	31.11%
Non-Capitalized Equipment	118,500	63,393	53.50%
Total Expenditures	19,422,012	10,877,143	56.00%
Revenues Over Disbursements	4,710,302	2,526,924	
Other Financing Source Transfers	(4,627,209)	(1,919,830)	
Net Change to Fund Balance	83,093	607,094	
Fund 3-Bond & Interest			
Local	27,239,900	15,096,431	55.42%
Other Sources	-	-	
Total Revenues	27,239,900	15,096,431	55.42%
Purchased Services	12,500	8,042	64.33%
Other	30,240,626	23,602,911	78.05%
Total Expenditures	30,253,126	23,610,952	78.04%
Revenues Over Disbursements	(3,013,226)	(8,514,521)	
Other Financing Sources/(Uses)	3,172,783	2,085,787	
Net Change to Fund Balance	-	(6,428,734)	

COMMUNITY UNIT SCHOOL DISTRICT #300
Financial Report #7 - January 2020
By Fund, By Object

Fund 4-Transportation	FY20 Budget	FY20 Actual	% of FY20 Budget
Local	8,310,116	4,031,608	48.51%
State	7,500,000	3,656,957	48.76%
Other Sources	-	-	
Total Revenues	15,810,116	7,688,565	48.63%
Salaries	453,500	287,650	63.43%
Benefits	24,111	7,549	31.31%
Purchased Services	14,122,175	7,309,115	51.76%
Supplies/Materials	1,196,535	544,386	45.50%
Capital Outlay	10,000	-	0.00%
Other	-	-	0.00%
Non-Capitalized Equipment	3,000	891	29.70%
Total Expenditures	15,809,321	8,149,590	51.55%
Revenues Over Disbursements	795	(461,025)	
Other Financing Sources	-	-	
Net Change to Fund Balance	795	(461,025)	
Fund 5-IMRF/Social Security			
Local	6,273,717	2,963,402	47.24%
Total Revenues	6,273,717	2,963,402	47.24%
Benefits	6,500,000	3,349,731	51.53%
Total Expenditures	6,500,000	3,349,731	51.53%
Revenues Over Disbursements	(226,283)	(386,329)	
Other Financing Sources	-	-	
Net Change to Fund Balance	(226,283)	(386,329)	
Fund 6-Capital Projects			
Local	4,653,000	2,339,917	50.29%
Other Sources	-	-	0.00%
Total Revenues	4,653,000	2,339,917	50.29%
Salaries	-	-	0.00%
Benefits	-	-	0.00%
Purchased Services	-	-	0.00%
Supplies/Materials	-	-	0.00%
Capital Outlay	11,117,060	9,268,778	83.37%
Other	-	-	
Total Expenditures	11,117,060	9,268,778	83.37%
Revenues Over Disbursements	(6,464,060)	(6,928,861)	
Other Financing Sources	2,500,000	-	
Net Change to Fund Balance	(3,964,060)	(6,928,861)	

COMMUNITY UNIT SCHOOL DISTRICT #300
Financial Report #7 - January 2020
By Fund, By Object

Fund 7-Working Cash	FY20 Budget	FY20 Actual	% of FY20 Budget
Local	1,089,574	294,262	27.01%
Total Revenues	1,089,574	294,262	27.01%
Total Expenditures	-	-	0.00%
Revenues Over Disbursements	1,089,574	294,262	
Other Financing Uses	-	-	
Net Change to Fund Balance	1,089,574	294,262	
Fund 8-Tort			
Local	1,810,594	932,142	51.48%
Total Revenues	1,810,594	932,142	51.48%
Purchase Services	1,761,783	1,761,783	100.00%
Total Expenditures	1,761,783	1,761,783	100.00%
Revenues Over Disbursements	48,811	(829,641)	
Other Financing Uses	-	-	
Net Change to Fund Balance	48,811	(829,641)	

January 31, 2020

COMMUNITY UNIT SCHOOL DISTRICT #300

Summary of Fiscal Year Investment Activity-All Funds

Depository or Instrument	Type	#	Bank Year	Date Purchased	Date of Maturity	Term (Days)	Rate (%)	Par/Face	Principal Invested	Earnings to Maturity	Principal Invested @ 01/31/20
OPERTATING FUND INVESTMENTS											
PACIFIC WESTERN BANK	CD		365	2/8/2019	8/8/2019	181		249,947	246,900	-	-
US Treasure N/B 912828TNO	SEC		365	9/6/2018	8/31/2019	359		5,570,000	5,495,153	-	-
Morgan Stanley Private Bank 61760ADR7	DTC		365	8/31/2017	9/3/2019	733		247,000	247,000	-	-
Equity Bank, National Association	CDR		365	9/13/2018	9/12/2019	364		247,824	241,937	-	-
First Resource Bank	CDR		365	9/13/2018	9/12/2019	364		219,690	214,472	-	-
InterBank	CDR		365	9/13/2018	9/12/2019	364		218,119	212,937	-	-
Progress Bank and Trust	CDR		365	9/13/2018	9/12/2019	364		177,275	173,064	-	-
Central Bank and Trust Co.	CDR		365	9/13/2018	9/12/2019	364		165,045	161,124	-	-
Signature Bank	CDR		365	9/13/2018	9/12/2019	364		63,957	62,438	-	-
Parke Bank	CDR		365	9/13/2018	9/12/2019	364		247,824	241,937	-	-
East West Bank	CDR		365	9/13/2018	9/12/2019	364		247,824	241,937	-	-
Flagstar Bank, FSB	CDR		365	9/13/2018	9/12/2019	364		247,824	241,937	-	-
Central Bank	CDR		365	9/13/2018	9/12/2019	364		247,824	241,937	-	-
Bank of Fayette County	CDR		365	9/13/2018	9/12/2019	364		247,824	241,937	-	-
Chemical Bank/First Place Bank	CDR		365	9/13/2018	9/12/2019	364		247,824	241,937	-	-
Bank of American, National Association	CDR		365	9/13/2018	9/12/2019	364		247,824	241,937	-	-
Landmark Bank, N.A.	CDR		365	9/13/2018	9/12/2019	364		246,321	240,470	-	-
Texas Star Bank	CDR		365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
Wilmington Savings Fund Society, FSB	CDR		365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
Middlesex Federal Savings, F.A.	CDR		365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
BUSEY BANK, First Community Financial Bank	CDR		365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
Amarillo National Bank	CDR		365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
Centier Bank	CDR		365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
Bryn Mawr Trust Bank	CDR		365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
Liberty Bank & Trust Company	CDR		365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
Regent Bank	CDR		365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
Bank of Edwardsville	CDR		365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
Columbia State Bank	CDR		365	3/21/2019	9/19/2019	182		246,968	243,997	-	-
Kentucky Bank	CDR		365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
BankFirst Financial Services	CDR		365	3/21/2019	9/19/2019	182		160,064	158,139	-	-
Mabrey Bank/Citizens Security Bank & Trust Con	CDR		365	3/21/2019	9/19/2019	182		96,067	94,912	-	-
1st Colonial National Bank	CDR		365	3/21/2019	9/19/2019	182		32,469	32,078	-	-
Dime Bank	CDR		365	3/21/2019	9/19/2019	182		32,468	32,078	-	-
Mauch Chunk Trust Company	CDR		365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
MutualBank	CDR		365	3/21/2019	9/19/2019	182		249,602	246,600	-	-

Landmark Community Bank	CDR	365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
Union First Market Bank	CDR	365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
BANK HAPOALIM B.M.	CDR	365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
Capitol Bank	CDR	365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
Opus Bank	CDR	365	3/21/2019	9/19/2019	182		249,602	246,600	-	-
First Mid-Illinois Bank & Trust	CD	365	10/3/2018	10/3/2019	365	2.664%	249,885	243,400	-	-
Eaglebank	CD	365	10/3/2018	10/3/2019	365	2.551%	249,917	243,700	-	-
Eclipse Bank, Inc.	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
Cattle National Bank & Trust Company	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
Wallkill Valley Federal Savings & Loan Associatic	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
Treynor State Bank	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
Horatio State Bank	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
PEOPLES TRUST & SAVINGS BANK	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
Provident Bank	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
Town and Country Bank	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
Howard Bank	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
First National Bank of Syracuse	CDR	365	10/11/2018	10/10/2019	364	2.550%	223,317	217,778	-	-
Marlborough Savings Bank	CDR	365	10/11/2018	10/10/2019	364	2.550%	118,846	115,899	-	-
Bank of Western Oklahoma	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
Mabrey Bank/Citizens Security Bank & Trust Con	CDR	365	10/11/2018	10/10/2019	364	2.550%	27,066	26,395	-	-
First Bankers Trust Company, NA	CDR	365	10/11/2018	10/10/2019	364	2.550%	18,529	18,070	-	-
Community Bankers Bank	CDR	365	10/11/2018	10/10/2019	364	2.550%	9,265	9,035	-	-
State Bank of Toledo	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
State Bank	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
Monona State Bank	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
First Bank & Trust - Lubbock	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
Prairie Community Bank	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
Farmers & Merchants Bank of Colby	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
Ameris Bank	CDR	365	10/11/2018	10/10/2019	364	2.550%	248,084	241,931	-	-
FED HOME LN DISCOUNT NT - 313384QB8	SEC	365	9/5/2019	12/4/2019	90	1.870%	7,000,000	6,967,433	-	-
FED HOME LN DISCOUNT NT - 313384QJ1	SEC	365	9/16/2019	12/11/2019	86	1.830%	5,021,000	4,999,146	-	-
BANKUNITED NA	CD	365	5/24/2019	12/23/2019	213	2.350%	10,137,137	10,000,000	-	-
Fairfield National Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
Citizens Alliance Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
Peoples State Bank of Hallettsville	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
High Plains Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
Dakota Western Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
Peoples Bank, National Association	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
First State Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
Landmark National Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
QNB Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
RepublicBankAz, N.A.	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-

TexStar National Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
Bath Savings Institution	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
First Farmers and Merchants Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
Heritage Bank National Association	CDR	365	6/27/2019	12/26/2019	182	2.111%	79,091	78,266	-	-
Pioneer Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	9,773	9,671	-	-
United Community Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	5,067	5,014	-	-
Simmons First National Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	3,547	3,510	-	-
Mascoma Savings Bank (MHC)	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
C US Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
ADAMS BANK & TRUST	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
Executive National Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
Charter West National Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
Home Bank, National Association	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
Isabella Bank	CDR	365	6/27/2019	12/26/2019	182	2.111%	247,758	245,177	-	-
Bremer Bank, NA	CD	365	6/11/2019	12/31/2019	203	2.220%	249,948	246,900	-	-
FINANCIAL FEDERAL BANK	CD	365	6/11/2019	12/31/2019	203	2.150%	249,954	247,000	-	-
FIRST NATIONAL BANK / THE FIRST , NA	CD	365	6/11/2019	12/31/2019	203	2.117%	249,908	247,000	-	-
US TREASURY N/B (1.250%) 912828h52	SEC	365	8/12/2019	1/31/2020	172	1.830%	2,255,000	2,248,922	-	-
US TREASURY N/B (1.375%) 912828UL2	SEC	365	9/5/2019	1/31/2020	148	1.810%	4,750,000	4,741,650	-	-
Bank OZK	CD	365	8/9/2019	2/5/2020	180	1.878%	249,995	247,700	2,294.63	247,700.00
PACIFIC WESTERN BANK	CD	365	8/9/2019	2/5/2020	180	1.832%	249,937	247,700	2,237.46	247,700.00
FIRST INTERNET BANK OF INDIANA	CD	365	8/9/2019	2/5/2020	180	1.832%	249,938	247,700	2,238.43	247,700.00
CIBC BANK USA / PRIVATE BANK - MI	CD	365	8/9/2019	2/5/2020	180	1.831%	249,937	247,700	2,237.21	247,700.00
HOME EXCHANGE BANK	CD	365	8/9/2019	2/5/2020	180	1.851%	249,962	247,700	2,261.53	247,700.00
Reliance Bank	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
First National Bank and Trust Company	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
Business First Bank	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
BLUE RIDGE BANK, NA	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
Bank of Tioga	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
FirstCapital Bank of Texas, N.A. / First National B	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
Frontier Bank of Texas	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
CENTRAL BANK OF THE OZARKS	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
Dacotah Bank	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
CFBank	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
First national Bank of Manchester	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
Great Plains State Bank	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
Bank of Washington	CDR	365	2/14/2019	2/13/2020	364	2.600%	193,750	188,866	4,884.07	188,865.95
Bank of Springfield	CDR	365	2/14/2019	2/13/2020	364	2.600%	186,746	182,039	4,707.52	182,038.83
First Resource Bank	CDR	365	2/14/2019	2/13/2020	364	2.600%	28,205	27,494	710.97	27,493.96
Frontier Bank	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
CapStar Bank	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
Peoples Neighborhood Bank	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54

UNITY BANK NORTH	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
Commercial State Bank of Wagner	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
Old National Bank	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
State Bank	CDR	365	2/14/2019	2/13/2020	364	2.600%	248,453	242,190	6,263.02	242,189.54
BANK OF BARODA (1.950%) 06063HGK3	DTC	365	8/15/2019	2/18/2020	187	1.840%	247,000	247,138	-	247,607.37
COMERICA BANK TEXAS (1.900%) 200339ET2	DTC	365	8/16/2019	2/18/2020	186	1.830%	247,000	247,087	-	247,607.37
STERLING NATL BANK NY (1.900%) 85942AAE	DTC	365	8/16/2019	2/18/2020	186	1.830%	247,000	247,087	-	247,607.37
MERCHANTS BNK OF INDIANA (1.950%) 5884	DTC	365	8/19/2019	2/19/2020	184	1.850%	247,000	247,123	-	247,607.37
SAFRA NATIONAL BANK (1.900%) 78658Q7K3	DTC	365	8/20/2019	2/20/2020	184	1.830%	247,000	247,086	-	247,607.37
FIRST FINANCIAL NORTHWES (1.900%) 3202	DTC	365	8/20/2019	2/20/2020	184	1.830%	249,000	249,087	-	247,607.37
TREASURY BILL - 912796TG4	SEC	365	9/5/2019	2/20/2020	168	1.770%	14,112,000	13,998,267	113,733.31	13,998,266.69
Middlesex Federal Savings, F.A.	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
Amarillo National Bank	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
Georgia Banking Company	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
Southern Bank	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
MutualBank	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
Bankers' Bank	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
Parke Bank	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
Access National Bank	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
Landmark Bank, N.A.	CDR	365	9/19/2019	3/19/2020	182	1.800%	242,244	240,095	2,149.04	240,094.56
United Community Bank	CDR	365	9/19/2019	3/19/2020	182	1.800%	242,205	240,056	2,148.70	240,056.15
Bank3	CDR	365	9/19/2019	3/19/2020	182	1.800%	232,449	230,387	2,062.15	230,387.21
West Texas State Bank	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
Hershey State Bank	CDR	365	9/19/2019	3/19/2020	182	1.800%	226,488	224,479	2,009.27	224,479.21
Mabrey Bank / Citizens Security Bank & Trust Co	CDR	365	9/19/2019	3/19/2020	182	1.800%	95,750	94,901	849.44	94,900.95
First National Bank of Granbury	CDR	365	9/19/2019	3/19/2020	182	1.800%	25,165	24,942	223.34	24,942.08
Bank of Edwardsville	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
West Gate Bank	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
Spencer Savings Bank	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
Bank of America, National Association	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
First National Bank & Trust of Elk City	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
Southern States Bank	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
Capitol Bank	CDR	365	9/19/2019	3/19/2020	182	1.800%	248,778	246,571	2,207.01	246,571.24
US TREASURY N/B (1.375%) 912828J84	SEC	365	9/5/2019	3/31/2020	208	1.750%	11,207,000	11,183,360	23,639.77	11,183,360.23
US TREASURY N/B (1.500%) 912828X21	SEC	365	9/5/2019	4/15/2020	223	1.720%	4,233,000	4,227,378	5,621.95	4,227,378.05
KS STATEBANK/KANSAS STATE BANK OF MA	CDR	365	5/2/2019	4/30/2020	364	2.535%	248,448	242,338	6,110.64	242,337.54
VALLEY NATIONAL BANK	CDR	365	5/2/2019	4/30/2020	364	2.535%	248,448	242,338	6,110.64	242,337.54
Equitable Bank	CDR	365	5/2/2019	4/30/2020	364	2.535%	196,903	192,060	4,842.88	192,060.04
Univest Bank & Trust Co.	CDR	365	5/2/2019	4/30/2020	364	2.535%	187,110	182,508	4,602.02	182,508.24
Mound City Bank	CDR	365	5/2/2019	4/30/2020	364	2.535%	170,039	165,857	4,182.14	165,856.55
First Virginia Community Bank	CDR	365	5/2/2019	4/30/2020	364	2.535%	37,113	36,200	912.83	36,199.77
Virginia National Bank	CDR	365	5/2/2019	4/30/2020	364	2.535%	248,448	242,338	6,110.64	242,337.54

First Intercontinental Bank	CDR	365	5/2/2019	4/30/2020	364	2.535%	248,448	242,338	6,110.64	242,337.54
American National Bank	CDR	365	5/2/2019	4/30/2020	364	2.535%	248,448	242,338	6,110.64	242,337.54
Orange Bank & Trust Co.	CDR	365	5/2/2019	4/30/2020	364	2.535%	248,448	242,338	6,110.64	242,337.54
Western Alliance Bank/Aliance Bank of AZ	CDR	365	5/2/2019	4/30/2020	364	2.535%	248,448	242,338	6,110.64	242,337.54
AVB Bank	CDR	365	5/2/2019	4/30/2020	364	2.535%	248,448	242,338	6,110.64	242,337.54
First Western Trust Bank	CDR	365	5/2/2019	4/30/2020	364	2.535%	248,448	242,338	6,110.64	242,337.54
RENASANT BANK	CDR	365	5/2/2019	4/30/2020	364	2.535%	248,448	242,338	6,110.64	242,337.54
Bankwest of Kansas	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
State Bank & Trust Company	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Bank of Akron	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Legacy Texas Bank/ViewPoint Bank MHC	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
First National Bank of Oklahoma	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
OakStar Bank, National Association	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Peoples Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Centreville Savings Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Farmers Savings Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Liberty National Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
FirstBank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Bank 7	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
OLD SECOND NATIONAL BANK	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Bank of Glen Ullin	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
West Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
First National Bank of Fort Smith	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Saco & Biddeford Savings Institution	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Bank Midwest	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
First Freedom Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Aquesta Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
USNY Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Freedom Bank of Virginia	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
United Bank/Bank of Georgetown	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
First State Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Planters Bank, Inc	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
River City Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
American Bank and Trust Company	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Farmers and Merchants State Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Crossroads Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
First Bankers Trust Company, NA	CDR	365	5/9/2019	5/7/2020	364	2.535%	229,892	224,238	5,653.88	224,237.64
Texas National Bank of Jacksonville	CDR	365	5/9/2019	5/7/2020	364	2.535%	226,694	221,119	5,575.25	221,119.11
Thomas County Federal Savings & Loan Associa	CDR	365	5/9/2019	5/7/2020	364	2.535%	195,686	190,873	4,812.63	190,873.11
Union Bank Company	CDR	365	5/9/2019	5/7/2020	364	2.535%	190,744	186,053	4,691.09	186,052.84
TIAA, FSB/Everbank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
First Federal Community Bank of Bucyrus	CDR	365	5/9/2019	5/7/2020	364	2.535%	157,195	153,329	3,866.01	153,329.46

BCB Community Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	125,743	122,650	3,092.48	122,650.46
Waterford Bank, N.A.	CDR	365	5/9/2019	5/7/2020	364	2.535%	103,090	100,555	2,535.37	100,555.00
Robertson Banking Company	CDR	365	5/9/2019	5/7/2020	364	2.535%	97,256	94,864	2,391.89	94,864.35
Bank of Oak Ridge	CDR	365	5/9/2019	5/7/2020	364	2.535%	91,094	88,854	2,240.34	88,853.97
Morton Community Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	65,551	63,939	1,612.14	63,938.76
First National Bank of Syracuse	CDR	365	5/9/2019	5/7/2020	364	2.535%	24,803	24,193	610.00	24,193.14
First National Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	18,556	18,100	456.37	18,099.90
Mainstreet Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	11,645	11,359	286.39	11,358.63
Spirit of Texas Bank, SSB	CDR	365	5/9/2019	5/7/2020	364	2.535%	9,278	9,050	228.18	9,049.95
Heritage Bank, Inc.	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Peoples National Bank, NA	CDR	365	5/9/2019	5/7/2020	364	2.535%	9,237	9,010	227.35	9,009.78
Old Line Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Liberty National Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
Waumandee State Bank	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
BOKF, National Association	CDR	365	5/9/2019	5/7/2020	364	2.535%	248,448	242,338	6,110.24	242,337.54
SONABANK	CD	365	5/9/2019	5/8/2020	365	2.490%	249,870	243,800	6,070.24	243,800.00
Modern Bank, National Association	CD	365	5/9/2019	5/8/2020	365	2.350%	249,836	244,100	5,736.32	244,100.00
Prudential Bank	CD	365	5/9/2019	5/8/2020	365	2.347%	249,830	244,100	5,730.24	244,100.00
FIELDPOINT PRIVATE BANK & TRUST	CD	365	5/9/2019	5/8/2020	365	2.340%	249,900	244,200	5,699.83	244,200.00
Premier Bank	CD	365	5/9/2019	5/8/2020	365	2.300%	249,817	244,200	5,616.68	244,200.00
FIRST CAPITAL BANK	CD	365	5/9/2019	5/8/2020	365	2.300%	249,817	244,200	5,616.60	244,200.00
Rockford B&TC	CD	365	5/9/2019	5/8/2020	365	2.343%	249,818	244,100	5,718.05	244,100.00
East Boston Savings Bank	CD	365	5/9/2019	5/8/2020	365	2.301%	249,818	244,200	5,617.93	244,200.00
Brookline Bank	CD	365	5/9/2019	5/8/2020	365	2.333%	249,879	244,200	5,678.88	244,200.00
TBK BANK, SSB/THE NATIONAL BANK	CD	365	5/9/2019	5/8/2020	365	2.301%	249,818	244,200	5,618.03	244,200.00
Bank OZK (LOC)	CD	365	6/11/2019	6/10/2020	365	2.136%	17,158,868	16,800,000	358,867.90	16,800,000.00
PREFERRED BANK	CD	365	6/11/2019	6/12/2020	367	2.276%	146,255	143,000	3,254.52	143,000.00
THIRD COAST BANK, SSB	CD	365	6/13/2019	6/12/2020	365	2.175%	249,921	244,600	5,320.85	244,600.00
BROADWAY FEDERAL BANK, F.S.B.	CD	365	6/13/2019	6/12/2020	365	2.247%	249,878	244,400	5,477.81	244,400.00
GRANITE COMMUNITY BANK / FIRST NB OF (	CD	365	6/13/2019	6/12/2020	365	2.150%	249,859	244,600	5,258.90	244,600.00
Bank OZK (LOC)	CD	365	6/13/2019	6/12/2020	365	2.136%	9,192,248	9,000,000	192,247.78	9,000,000.00
Bank OZK (LOC)	CD	365	6/13/2019	6/12/2020	365	2.136%	7,275,562	7,123,400	152,161.98	7,123,400.00
Bank OZK (LOC)	CD	365	6/13/2019	6/12/2020	365	2.136%	8,170,887	8,000,000	170,886.91	8,000,000.00
PINNACLE BANK	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
Tristate Capital Bank	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
John Marshall Bank	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
Century Bank & Trust	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
Union Bank & Trust Company	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
First National Bank, Sallisaw	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
Jersey Shore State Bank	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
First Liberty Bank	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
Bank of England	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54

Signature	CDR	365	6/20/2019	6/18/2020	364	2.534%	184,328	179,797	4,531.58	179,796.56
Morton Community Bank	CDR	365	6/20/2019	6/18/2020	364	2.534%	182,895	178,399	4,496.35	178,398.78
IBERIABANK	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
Waterford Bank, N.A.	CDR	365	6/20/2019	6/18/2020	364	2.534%	145,356	141,783	3,573.48	141,782.54
BCB Community Bank	CDR	365	6/20/2019	6/18/2020	364	2.534%	122,704	119,687	3,016.59	119,687.08
Mainstreet Bank	CDR	365	6/20/2019	6/18/2020	364	2.534%	101,798	99,295	2,502.63	99,295.25
First Federal Bank of Midwest	CDR	365	6/20/2019	6/18/2020	364	2.534%	73,987	72,168	1,818.91	72,167.62
Thomas County Federal Savings & Loan Associa	CDR	365	6/20/2019	6/18/2020	364	2.534%	52,762	51,464	1,297.11	51,464.43
Pacific Premier Bank / Plaza Bank / Bank of Man	CDR	365	6/20/2019	6/18/2020	364	2.534%	37,112	36,200	912.38	36,199.80
Landmark Bank, N.A.	CDR	365	6/20/2019	6/18/2020	364	2.534%	1,507	1,470	37.01	1,469.76
Armstrong Bank	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
Independent Bank / Bank of Houston	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
CENTRAL BANK OF OKLAHOMA / ONB Bank a	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
Farmers & Merchants Union Bank	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
Pinnacle Bank - Wyoming	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
Bank of Belleville	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
ST. LOUIS BANK	CDR	365	6/20/2019	6/18/2020	364	2.534%	248,445	242,338	6,107.86	242,337.54
CORNERSTONE BANK - YORK NEBRASKA	CD	365	6/24/2019	6/24/2020	366	2.279%	249,876	244,300	5,575.52	244,300.00
Newbank, NA	CD	365	6/24/2019	6/24/2020	366	2.239%	249,887	244,400	5,487.33	244,400.00
City First Bank of D.C., National Association	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
Meridian Bank	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
Investors Community Bank	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
Tri-State Bank of Memphis	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
Bank Plus	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
Independent Bank	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
Arbor Bank	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
Merrick Bank	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
First Federal Bank of Midwest	CDR	365	6/27/2019	6/25/2020	364	2.124%	173,765	170,170	3,595.11	170,169.92
Heritage Bank National Association	CDR	365	6/27/2019	6/25/2020	364	2.124%	167,316	163,854	3,461.68	163,853.97
MainStreet Bank	CDR	365	6/27/2019	6/25/2020	364	2.124%	134,466	131,684	2,782.03	131,683.65
Union Bank	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
Mabrey Bank/Citizens Security Bank & Trust Con	CDR	365	6/27/2019	6/25/2020	364	2.124%	123,242	120,692	2,549.81	120,692.05
South Carolina Community Bank	CDR	365	6/27/2019	6/25/2020	364	2.124%	36,964	36,200	764.72	36,199.77
Calhoun County Bank, Inc.	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
Live Oak Banking Company	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
McFarland State Bank	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
Beneficial State Bank / OneCalifornia Bank, FSB	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
Central Bank of St. Louis / First National Bank of	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
Belmont Bank & Trust Company	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
SouthPoint Bank	CDR	365	6/27/2019	6/25/2020	364	2.124%	247,457	242,338	5,119.77	242,337.54
US TREASURY N/B (1.375%) 912828L32	SEC	365	9/5/2019	8/31/2020	361	1.650%	3,759,000	3,748,868	10,131.68	3,748,868.32
First Mid-Illinois Bank & Trust	CD	365	1/31/2020	2/1/2021	367	1.562%	249,965	246,100	3,865.15	246,100.00

Royal Business Bank	CD	365	1/31/2020	2/1/2021	367	1.488%	249,985	246,300	3,684.75	246,300.00
Landmark Community Bank	CD	365	1/31/2020	2/1/2021	367	1.438%	249,963	246,400	3,562.69	246,400.00
First National Bank/The First, NA	CD	365	1/31/2020	2/1/2021	367	1.468%	249,921	246,300	3,621.02	246,300.00
NEXBANK, SSB-ICS	SDA		1/31/2020			1.550%	811	811		811
CITIBANK	SDA		1/31/2020			1.500%	774	774		774
PONCE BANK	SDA		1/31/2020			1.630%	5,008,264	5,008,264		5,008,264
Bank of China	SDA		1/31/2020			1.580%	8,228,119	8,228,119		8,228,119
PMA/ISDLAF Liquid #10254-101	Short term trust deposit	365		as needed	n/a	1.460%		38.95	-	38.95
PMA/ISDLAF Max #10254-101	Short term trust deposit	365		as needed	n/a	1.540%		3,380,323.80	-	3,380,323.80
PMA/ISDLAF Liquid #10254-104	Short term trust deposit	365		as needed	n/a	1.460%		2,421,905.77	-	2,421,905.77
Total Operating Investments with PMA										$ 133,136,318.05
									Outstanding Items	(3,473,651.21)
									Bond & Interest Fund Transfers	178,818.57
									Construction Fund Transfers	(19,463,907.31)
TOTALS OPERATING FUNDS AS OF				31-Jan-20						$ 110,377,578.10
TOTALS BOND AND INTEREST FUND INVESTMENTS AS OF (see page 9 for details):				31-Jan-20						$ 1,219,995.62
TOTAL CONSTRUCTION FUND INVESTMENTS AS OF (see page 10 for details):				31-Jan-20						$ 19,463,907.31
TOTAL FUNDS INVESTED (Including Construction and Bond & Interest Fund)				31-Jan-20						**$ 131,061,481.03**

COMMUNITY UNIT SCHOOL DISTRICT #300

Summary of Fiscal Year Investment Activity-Bond and Interest Fund

Depository or Instrument	Type	#	Bank Year	Date Purchased	Date of Maturity	Term (Days)	Rate (%)	Par/Face	Principal Invested	Earnings to Maturity	Principal Invested @ 01/31/20
BOND AND INTEREST FUND INVESTMENTS											
PLATINUM BANK	CD		365	7/2/2018	7/2/2019	365		102,300	100,000	-	-
Morgan Stanley Private Bank 61747MYP0	DTC		365	8/31/2017	9/3/2019	733		247,000	247,000	-	247,607.37
US TREASURY N/B (1.375%) 912796SY6	SEC		365	9/5/2019	12/26/2019	112	1.840%	43,240,000	4,299,786	-	-
Mechanics Savings Bank	CD		365	6/11/2019	12/31/2019	203	2.112%	249,901	247,000	-	-
BANK LEUMI USA	CD		365	6/11/2019	12/31/2019	203	2.100%	249,986	247,100	-	-
Franklin Synergy Bank	CD		365	6/11/2019	12/31/2019	203	2.100%	249,986	247,100	-	-
Associated Bank, NA	CD		365	6/11/2019	12/31/2019	203	2.080%	159,727	157,900	-	-
Nexbank, SSB	CD		365	6/24/2019	12/31/2019	190	2.210%	249,942	247,100	-	-
Servisfirst Bank	CD		365	6/24/2019	12/31/2019	190	2.212%	249,946	247,100	-	-
Vast Bank/Valley National Bank	CD		365	7/2/2019	12/31/2019	182	1.971%	100,983	100,000	-	-
Bank OZK (LOC)	CD		365	7/11/2019	12/31/2019	173	2.001%	1,211,379	1,200,000	-	-
Bank of China	CD		365	3/5/2019	3/4/2020	365	2.641%	204,255	199,000	5,254.68	199,000.00
Preferred Bank	CD		365	3/5/2019	3/4/2020	365	2.584%	103,610	101,000	2,610.08	101,000.00
CFG Community Bank	CD		365	5/16/2019	5/15/2020	365	2.393%	249,838	244,000	5,837.70	244,000.00
Texas Capital Bank	CD		365	5/16/2019	5/15/2020	365	2.330%	249,874	244,200	5,674.31	244,200.00
Border State Bank	CD		365	5/29/2019	5/28/2020	365	2.290%	249,893	244,300	5,593.37	244,300.00
Community State Bank-OK	CD		365	1/2/2019	12/31/2020	729	2.806%	249,225	236,000	13,224.61	236,000.00
PMA 1994 Escrow Fund; #10254-103-Liquid	Short term trust deposit		365		as needed	n/a	1.46%		0.04	-	0.04
PMA 1994 Escrow Fund; #10254-103-Max	Short term trust deposit		365		as needed	n/a	1.54%		74,875.25	-	74,875.25
Total B&I Investments with PMA											1,343,375.29
USBank Intercept Escrow Fund 400554.1	MMA								33,925.71	-	33,925.71
USBank Bond Pool Fund 431613.1	MMA								21,513.19	-	21,513.19
Total B&I Investments with US Bank									55,438.90		55,438.90
TOTAL BOND AND INTEREST FUNDS INVESTMENTS AS OF:				31-Jan-20					55,438.90		1,398,814.19

Outstanding Items	-
Operating Fund Transfers	(178,818.57)
Cash Balance Per General Ledger	$ 1,219,995.62

COMMUNITY UNIT SCHOOL DISTRICT #300

Summary of Fiscal Year Investment Activity-Construction Fund

Depository or Instrument	Type	#	Bank Year	Date Purchased	Date of Maturity	Term (Days)	Rate (%)	Par/Face	Principal Invested	to Maturity	Invested @ 01/31/20
CONSTRUCTION FUND INVESTMENTS FUND INVESTMENTS											
PMA/ISDLAF Liquid #10254-210	Short term trust deposit		365		as needed	n/a	1.46%		-	-	-
PMA/ISDLAF Max #10254-210	Short term trust deposit		365		as needed	n/a	1.46%		-	-	-
PMA/ISDLAF Max #10254-211	Short term trust deposit		365		as needed	n/a	1.54%		-	-	-
TOTAL CONSTRUCTION FUNDS INVESTMENTS AS OF:				31-Jan-20					-	-	-

Outstanding Items		-
Operating Fund Transfers		19,463,907.31
Cash Balance Per General Ledger	$	19,463,907.31

Balance Sheet

Consolidated		Educational Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	57,543,920.87	52,813,859.95	4,730,060.92	9.0
8014-0000	Payroll Account	60,939.14-	64,052.20-	3,113.06	4.9-
8015-0000	Flex Account	5,187.58	6,117.68	930.10-	15.2-
8016-0000	Board Account Deposits	11,429.65	72,099.39	60,669.74-	84.1-
8017-0000	Student Payments Account	650.67	15,163.72	14,513.05-	95.7-
	Total Cash	57,500,249.63	52,843,188.54	4,657,061.09	8.8
RECEIVABLES	Receivables				
8100	110-122				
8190-0000	Grants Receivable	9,375,193.05	9,375,193.05	0.00	
8192-0000	Property Taxes Receivable	63,377,909.00	63,379,428.00	1,519.00-	
	Total 110-122	72,753,102.05	72,754,621.05	1,519.00-	
8400	Other Current Assets				
8486-0000	Invoice Tolerance	.01	.05	.04-	80.0-
	Total Other Current Assets	.01	.05	.04-	80.0-
	Total Receivables	72,753,102.06	72,754,621.10	1,519.04-	
	Total Current Assets	130,253,351.69	125,597,809.64	4,655,542.05	3.7
	Total Assets	130,253,351.69	125,597,809.64	4,655,542.05	3.7
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9011-0000	Accounts Payable	4,209.11-	480,912.83-	476,703.72	99.1-
9021-0000	Accrued Payroll	1,547.89	2.00-	1,549.89	77494.5-
9022-0000	Deferred Revenue	62,578,126.12-	62,578,126.12-	0.00	
9025-0000	Unclaimed Property Liability	15,483.90	0.00	15,483.90	
9098-0000	Premium Group Term Life (Noncash) (	9,176.63-	8,515.20-	661.43-	7.8
	Total Current Liabilities	62,574,480.07-	63,067,556.15-	493,076.08	.8-
9300	Payroll Deductions				
9301-0000	Federal Withholding Tax Payable	44.05	354.13-	398.18	112.4-
9302-0000	SIT Payable	60.81-	90.99	151.80-	166.8-
9310-0000	Annuities Payable	0.00	51.74	51.74-	100.0-
9311-0000	Student Fees Payable	110,274.10-	110,274.10-	0.00	
9320-0000	Employee Disability/Life Payable	19,701.34	46,008.08	26,306.74-	57.2-
9321-0000	FSA	24,552.92-	53,883.33-	29,330.41	54.4-
9322-0000	Employee Health Payable	0.00	11,703.23	11,703.23-	100.0-
9325-0000	Health Savings Account (HSA)	326,300.93-	315,335.25-	10,965.68-	3.5
9330-0000	TRS	4,965.19-	1,876.88	6,842.07-	364.5-
9340-0000	THIS-Employee	144.01	72.34	71.67	99.1
	Total Payroll Deductions	446,264.55-	420,043.55-	26,221.00-	6.2
9400	Other Payables				
9402-0000	Owed to Foundation	1,428.34	1,398.34	30.00	2.1

Balance Sheet

Consolidated Educational Fund Consolidated

Account Nbr	Description	Current Year	Previous Year	Change	Percent
9400	Other Payables				
9403-0000	Owed to Settlement	1,257.50-	1,257.50-	0.00	
9404-0000	Owed to Building-Music Donations	486.00-	0.00	486.00-	
9410-0000	Owed to Building-Vending	177,928.63-	150,165.11-	27,763.52-	18.5
9411-0000	Owed to Building-Picture Money	141,652.46-	117,394.46-	24,258.00-	20.7
9412-0000	Owed to Building-ACT Prep Program	162,099.38-	137,271.27-	24,828.11-	18.1
9413-0000	Owed to Building-Physical Education	217,215.40-	198,981.93-	18,233.47-	9.2
9414-0000	Owed to Building-Athletics	439,091.97-	390,858.50-	48,233.47-	12.3
9415-0000	Owed to Building-Yearbook	114,503.52-	110,023.74-	4,479.78-	4.1
9416-0000	Owed to Building-Year in Review Vid	3,300.15-	3,266.15-	34.00-	1.0
9417-0000	Owed to Building-Athletic Tournamen	248,367.95-	204,154.55-	44,213.40-	21.7
9418-0000	Owed to Building-Assignment Books	2,820.00-	2,820.00-	0.00	
9419-0000	Owed to Building-Other	283,686.71-	256,247.99-	27,438.72-	10.7
9420-0000	Owed to Building - Spec Olympics	5,022.31-	5,022.31-	0.00	
9421-0000	Owed to Building - Admin Mentoring	10,220.75-	10,220.75-	0.00	
9422-0000	Owed to Building - Corporate Sponso	14,348.42-	15,637.20-	1,288.78	8.2-
9423-0000	Owed to Building - Athletc Donation	54,620.70-	75,887.77-	21,267.07	28.0-
9424-0000	Owed To Building - Musical	128,233.28-	86,518.35-	41,714.93-	48.2
9425-0000	Owed to Building - Summer Camps	5,046.57-	158,893.99-	153,847.42	96.8-
9426-0000	Owed to Building - Library	81,014.93-	65,086.40-	15,928.53-	24.5
9429-0000	Owed to Building - BPAC	360.64-	360.64-	0.00	
9430-0000	Owed to Building - Donations	32,065.45-	15,712.49-	16,352.96-	104.1
9434-0000	Owed to Buildings-Basketball	10,667.32-	10,667.32-	0.00	
9437-0000	Owed to Buildings-Softball	250.00-	250.00-	0.00	
9460-0000	Other Payables	2,092,217.68	1,360,443.61	731,774.07	53.8
9461-0000	Credit Card Payable	482.96-	482.96-	0.00	
9463-0000	Summer Camp-Bowling	.30-	.30-	0.00	
9464-0000	Summer Camp-Girls Basketball	2,395.28-	0.00	2,395.28-	
9465-0000	Summer Camp-Boys Basketball	8,508.79-	2,229.48-	6,279.31-	281.6
9466-0000	Summer Camp-Coed Tennis	3,143.70-	631.59-	2,512.11-	397.7
9467-0000	Summer Camp-Football	1,907.23-	0.00	1,907.23-	
9468-0000	Summer Camp-Coed Volleyball	2,099.84	724.84	1,375.00	189.7
9469-0000	Summer Camp-Coed Wrestling	1,608.24-	0.00	1,608.24-	
9470-0000	Summer Camp-Boys Baseball	667.37-	1,019.70-	352.33	34.6-
9471-0000	Summer Camp-Girls Softball	1,486.56-	1,080.87	2,567.43-	237.5-
9472-0000	Sports Camp-Elementary	586.57-	586.57-	0.00	
9473-0000	Summer Camp-Coed Soccer	3,058.91-	5,791.60-	2,732.69	47.2-
9474-0000	Summer Camp-Cheerleading	41.90-	0.00	41.90-	
9475-0000	Custodial Services	137,492.04-	81,446.98-	56,045.06-	68.8
9477-0000	Summer Camp-Coed Basketball	372.00-	0.00	372.00-	
9478-0000	Summer Camp-Girls Soccer	105.55	0.00	105.55	
9479-0000	Summer Camp-Coed Cross Country	67.44-	0.00	67.44-	
9480-0000	Summer Camp-Boys Lacrosse	56.00-	0.00	56.00-	
9481-0000	Summer Camp-Girls Lacrosse	.29-	0.00	.29-	
9482-0000	Summer Camp-Dance Camp	1,398.46-	0.00	1,398.46-	
9483-0000	Summer Camp-Boys Soccer	2,347.28-	0.00	2,347.28-	
9484-0000	Summer Camp-Girls Golf	567.00-	0.00	567.00-	
9485-0000	Summer Camp-Boys Golf	1,560.00-	0.00	1,560.00-	
9486-0000	Summer Camp-Girls Volleyball	8,172.58-	0.00	8,172.58-	
9488-0000	Summer Camp-Marching Band	589.60-	0.00	589.60-	
9490-0000	Summer Camp-Coed Baseball	1,650.00-	0.00	1,650.00-	
9491-0000	Summer Camp-Coed Lacrosse	143.74-	0.00	143.74-	

Balance Sheet

Consolidated — Educational Fund — Consolidated

Account Nbr	Description	Current Year	Previous Year	Change	Percent
9400	Other Payables				
9492-0000	Summer Camp-Strength & Conditioning	64.00-	0.00	64.00-	
9495-0000	Ed Services Donations	520.65-	0.00	520.65-	
9496-0000	FSL Events-Donations	71.56-	0.00	71.56-	
9497-0000	Coffee Shop	4,697.30-	0.00	4,697.30-	
9498-0000	Owed to Special Events	1,741.77-	0.00	1,741.77-	
9499-0000	Owed to Wellness	5,430.00-	0.00	5,430.00-	
	Total Other Payables	229,238.15-	745,239.94-	516,001.79	69.2-
	Total Liabilities	63,249,982.77-	64,232,839.64-	982,856.87	1.5-
FUNDBAL	Equity				
9900-0000	Fund Balance	53,703,191.39-	47,090,176.75-	6,613,014.64-	14.0
9950-0000	Current Year Net Change in Fund Balan	13,300,177.53-	14,274,801.40-	974,623.87	6.8-
9998-0000	Error Suspense Payroll	0.00	8.15	8.15-	100.0-
	Total Equity	67,003,368.92-	61,364,970.00-	5,638,398.92-	9.2
	Total Liabilities & Fund Equit	130,253,351.69-	125,597,809.64-	4,655,542.05-	3.7

Balance Sheet

Balance Sheet
For Period 7 Ending January 31, 2020 | Fiscal Year 2020

Consolidated | Health Insurance Fund | Consolidated

Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	3,309,914.69	2,154,484.12	1,155,430.57	53.6
	Total Cash	3,309,914.69	2,154,484.12	1,155,430.57	53.6
	Total Current Assets	3,309,914.69	2,154,484.12	1,155,430.57	53.6
	Total Assets	3,309,914.69	2,154,484.12	1,155,430.57	53.6
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9011-0000	Accounts Payable	0.00	78.97-	78.97	100.0-
	Total Current Liabilities	0.00	78.97-	78.97	100.0-
9300	Payroll Deductions				
9322-0000	Employee Health Payable	3,222,480.96-	2,097,226.43-	1,125,254.53-	53.7
9323-0000	Employee Dental Payable	114,491.40-	94,196.42-	20,294.98-	21.5
9324-0000	Employee Vision Payable	27,057.67	37,017.70	9,960.03-	26.9-
	Total Payroll Deductions	3,309,914.69-	2,154,405.15-	1,155,509.54-	53.6
	Total Liabilities	3,309,914.69-	2,154,484.12-	1,155,430.57-	53.6
	Total Liabilities & Fund Equit	3,309,914.69-	2,154,484.12-	1,155,430.57-	53.6

Balance Sheet

Consolidated		Grant Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	2,039,588.16	4,491,055.55	2,451,467.39-	54.6-
	Total Cash	2,039,588.16	4,491,055.55	2,451,467.39-	54.6-
	Total Current Assets	2,039,588.16	4,491,055.55	2,451,467.39-	54.6-
	Total Assets	2,039,588.16	4,491,055.55	2,451,467.39-	54.6-
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9011-0000	Accounts Payable	34,779.37-	17,236.91-	17,542.46-	101.8
	Total Current Liabilities	34,779.37-	17,236.91-	17,542.46-	101.8
	Total Liabilities	34,779.37-	17,236.91-	17,542.46-	101.8
FUNDBAL	Equity				
9900-0000	Fund Balance	422,494.69-	0.00	422,494.69-	
9950-0000	Current Year Net Change in Fund Balan	1,582,314.10-	4,473,818.64-	2,891,504.54	64.6-
	Total Equity	2,004,808.79-	4,473,818.64-	2,469,009.85	55.2-
	Total Liabilities & Fund Equit	2,039,588.16-	4,491,055.55-	2,451,467.39	54.6-

Balance Sheet

Balance Sheet
For Period 7 Ending January 31, 2020 Fiscal Year 2020

Consolidated — Operations & Maintenance Fund Consolidated

Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	3,127,493.74	2,593,066.22	534,427.52	20.6
	Total Cash	3,127,493.74	2,593,066.22	534,427.52	20.6
RECEIVABLES	Receivables				
8100	110-122				
8192-0000	Property Taxes Receivable	10,021,556.00	10,021,556.00	0.00	
	Total 110-122	10,021,556.00	10,021,556.00	0.00	
	Total Receivables	10,021,556.00	10,021,556.00	0.00	
	Total Current Assets	13,149,049.74	12,614,622.22	534,427.52	4.2
	Total Assets	13,149,049.74	12,614,622.22	534,427.52	4.2
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9011-0000	Accounts Payable	220,939.62	128,621.77	92,317.85	71.8
9022-0000	Deferred Revenue	9,920,673.00-	9,920,673.00-	0.00	
	Total Current Liabilities	9,699,733.38-	9,792,051.23-	92,317.85	.9-
9300	Payroll Deductions				
9320-0000	Employee Disability/Life Payable	8,674.34-	7,852.35-	821.99-	10.5
9321-0000	FSA	3,768.98-	2,991.66-	777.32-	26.0
9325-0000	Health Savings Account (HSA)	7,032.30-	6,823.82-	208.48-	3.1
	Total Payroll Deductions	19,475.62-	17,667.83-	1,807.79-	10.2
9400	Other Payables				
9410-0000	Owed to Building-Vending	440.83-	440.83-	0.00	
9460-0000	Other Payables	441.00	441.00	0.00	
	Total Other Payables	.17	.17	0.00	
	Total Liabilities	9,719,208.83-	9,809,718.89-	90,510.06	.9-
FUNDBAL	Equity				
9900-0000	Fund Balance	2,822,746.50-	2,909,164.33-	86,417.83	3.0-
9950-0000	Current Year Net Change in Fund Balan	607,094.41-	104,261.00	711,355.41-	682.3-
	Total Equity	3,429,840.91-	2,804,903.33-	624,937.58-	22.3
	Total Liabilities & Fund Equit	13,149,049.74-	12,614,622.22-	534,427.52-	4.2

Balance Sheet

Consolidated		Bond & Interest Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	1,219,995.62	1,046,199.28	173,796.34	16.6
	Total Cash	1,219,995.62	1,046,199.28	173,796.34	16.6
RECEIVABLES	Receivables				
8100	110-122				
8192-0000	Property Taxes Receivable	13,670,218.00	13,670,218.00	0.00	
	Total 110-122	13,670,218.00	13,670,218.00	0.00	
	Total Receivables	13,670,218.00	13,670,218.00	0.00	
	Total Current Assets	14,890,213.62	14,716,417.28	173,796.34	1.2
	Total Assets	14,890,213.62	14,716,417.28	173,796.34	1.2
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9022-0000	Deferred Revenue	13,497,122.00-	13,497,122.00-	0.00	
	Total Current Liabilities	13,497,122.00-	13,497,122.00-	0.00	
	Total Liabilities	13,497,122.00-	13,497,122.00-	0.00	
FUNDBAL	Equity				
9900-0000	Fund Balance	7,821,825.37-	9,496,497.82-	1,674,672.45	17.6-
9950-0000	Current Year Net Change in Fund Balan	6,428,733.75	8,277,202.54	1,848,468.79-	22.3-
	Total Equity	1,393,091.62-	1,219,295.28-	173,796.34-	14.3
	Total Liabilities & Fund Equit	14,890,213.62-	14,716,417.28-	173,796.34-	1.2

Balance Sheet

Consolidated		Transportation Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	1,227,012.76	1,658,398.13	431,385.37-	26.0-
	Total Cash	1,227,012.76	1,658,398.13	431,385.37-	26.0-
RECEIVABLES	Receivables				
8100	110-122				
8190-0000	Grants Receivable	3,226,802.00	3,226,802.00	0.00	
8192-0000	Property Taxes Receivable	2,779,704.00	2,779,704.00	0.00	
	Total 110-122	6,006,506.00	6,006,506.00	0.00	
8400	Other Current Assets				
8486-0000	Invoice Tolerance	0.00	.02-	.02	100.0-
	Total Other Current Assets	0.00	.02-	.02	100.0-
	Total Receivables	6,006,506.00	6,006,505.98	.02	
	Total Current Assets	7,233,518.76	7,664,904.11	431,385.35-	5.6-
	Total Assets	7,233,518.76	7,664,904.11	431,385.35-	5.6-
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9011-0000	Accounts Payable	339,105.64	326,931.72	12,173.92	3.7
9022-0000	Deferred Revenue	2,740,433.00-	2,740,433.00-	0.00	
	Total Current Liabilities	2,401,327.36-	2,413,501.28-	12,173.92	.5-
9300	Payroll Deductions				
9320-0000	Employee Disability/Life Payable	128.32-	128.69-	.37	.3-
9321-0000	FSA	1,275.08	1,324.96-	2,600.04	196.2-
	Total Payroll Deductions	1,146.76	1,453.65-	2,600.41	178.9-
	Total Liabilities	2,400,180.60-	2,414,954.93-	14,774.33	.6-
FUNDBAL	Equity				
9900-0000	Fund Balance	5,294,363.40-	3,673,179.38-	1,621,184.02-	44.1
9950-0000	Current Year Net Change in Fund Balan	461,025.24	1,576,769.80-	2,037,795.04	129.2-
	Total Equity	4,833,338.16-	5,249,949.18-	416,611.02	7.9-
	Total Liabilities & Fund Equit	7,233,518.76-	7,664,904.11-	431,385.35	5.6-

Balance Sheet

Consolidated		Municipal Retirement Fund		Consolidated	
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	4,130,533.70	3,868,438.91	262,094.79	6.8
	Total Cash	4,130,533.70	3,868,438.91	262,094.79	6.8
RECEIVABLES	Receivables				
8100	110-122				
8192-0000	Property Taxes Receivable	3,373,438.00	3,373,438.00	0.00	
	Total 110-122	3,373,438.00	3,373,438.00	0.00	
	Total Receivables	3,373,438.00	3,373,438.00	0.00	
	Total Current Assets	7,503,971.70	7,241,876.91	262,094.79	3.6
	Total Assets	7,503,971.70	7,241,876.91	262,094.79	3.6
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9022-0000	Deferred Revenue	3,328,193.00-	3,328,193.00-	0.00	
	Total Current Liabilities	3,328,193.00-	3,328,193.00-	0.00	
	Total Liabilities	3,328,193.00-	3,328,193.00-	0.00	
FUNDBAL	Equity				
9900-0000	Fund Balance	4,125,512.15-	3,798,360.37-	327,151.78-	8.6
9950-0000	Current Year Net Change in Fund Balan	50,266.55-	115,323.54-	65,056.99	56.4-
	Total Equity	4,175,778.70-	3,913,683.91-	262,094.79-	6.7
	Total Liabilities & Fund Equit	7,503,971.70-	7,241,876.91-	262,094.79-	3.6

Balance Sheet

Consolidated Social Security/Medicare Fund Consolidated

Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	938,375.98	1,865,077.09	926,701.11-	49.7-
	Total Cash	938,375.98	1,865,077.09	926,701.11-	49.7-
	Total Current Assets	938,375.98	1,865,077.09	926,701.11-	49.7-
	Total Assets	938,375.98	1,865,077.09	926,701.11-	49.7-
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9300	Payroll Deductions				
9304-0000	FICA Payable	18,756.01-	18,378.77-	377.24-	2.1
9305-0000	Medicare Only Payable	8,162.27-	971.10-	7,191.17-	740.5
	Total Payroll Deductions	26,918.28-	19,349.87-	7,568.41-	39.1
	Total Liabilities	26,918.28-	19,349.87-	7,568.41-	39.1
FUNDBAL	Equity				
9900-0000	Fund Balance	1,348,053.52-	1,588,241.03-	240,187.51	15.1-
9950-0000	Current Year Net Change in Fund Balan	436,595.82	257,486.19-	694,082.01	269.6-
	Total Equity	911,457.70-	1,845,727.22-	934,269.52	50.6-
	Total Liabilities & Fund Equit	938,375.98-	1,865,077.09-	926,701.11	49.7-

Balance Sheet

Balance Sheet
For Period 7 Ending January 31, 2020 | Fiscal Year 2020

Consolidated | Site & Construction Fund | Consolidated

Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	4,945,537.74	3,683,112.11	1,262,425.63	34.3
	Total Cash	4,945,537.74	3,683,112.11	1,262,425.63	34.3
	Total Current Assets	4,945,537.74	3,683,112.11	1,262,425.63	34.3
	Total Assets	4,945,537.74	3,683,112.11	1,262,425.63	34.3
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9011-0000	Accounts Payable	401,540.26	400,792.38	747.88	.2
	Total Current Liabilities	401,540.26	400,792.38	747.88	.2
	Total Liabilities	401,540.26	400,792.38	747.88	.2
FUNDBAL	Equity				
9900-0000	Fund Balance	12,465,528.10-	7,831,463.84-	4,634,064.26-	59.2
9950-0000	Current Year Net Change in Fund Balan	7,118,450.10	3,747,559.35	3,370,890.75	89.9
	Total Equity	5,347,078.00-	4,083,904.49-	1,263,173.51-	30.9
	Total Liabilities & Fund Equit	4,945,537.74-	3,683,112.11-	1,262,425.63-	34.3

Balance Sheet

Consolidated Impact Fees Fund Consolidated

Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	14,518,369.57	13,822,672.80	695,696.77	5.0
	Total Cash	14,518,369.57	13,822,672.80	695,696.77	5.0
	Total Current Assets	14,518,369.57	13,822,672.80	695,696.77	5.0
	Total Assets	14,518,369.57	13,822,672.80	695,696.77	5.0
LIABFBAL	Liabilities & Fund Equity				
FUNDBAL	Equity				
9900-0000	Fund Balance	14,328,780.85-	13,370,814.43-	957,966.42-	7.2
9950-0000	Current Year Net Change in Fund Balan	189,588.72-	451,858.37-	262,269.65	58.0-
	Total Equity	14,518,369.57-	13,822,672.80-	695,696.77-	5.0
	Total Liabilities & Fund Equit	14,518,369.57-	13,822,672.80-	695,696.77-	5.0

Balance Sheet

Consolidated		Working Capital Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	38,223,263.52	37,196,685.57	1,026,577.95	2.8
	Total Cash	38,223,263.52	37,196,685.57	1,026,577.95	2.8
RECEIVABLES	Receivables				
8100	110-122				
8192-0000	Property Taxes Receivable	23,311.00	23,311.00	0.00	
	Total 110-122	23,311.00	23,311.00	0.00	
	Total Receivables	23,311.00	23,311.00	0.00	
	Total Current Assets	38,246,574.52	37,219,996.57	1,026,577.95	2.8
	Total Assets	38,246,574.52	37,219,996.57	1,026,577.95	2.8
LIABFBAL	Liabilities & Fund Equity				
LIABILITIES	Liabilities				
9000	Current Liabilities				
9022-0000	Deferred Revenue	21,404.00-	21,404.00-	0.00	
	Total Current Liabilities	21,404.00-	21,404.00-	0.00	
	Total Liabilities	21,404.00-	21,404.00-	0.00	
FUNDBAL	Equity				
9900-0000	Fund Balance	37,930,908.70-	36,910,212.27-	1,020,696.43-	2.8
9950-0000	Current Year Net Change in Fund Balan	294,261.82-	288,380.30-	5,881.52-	2.0
	Total Equity	38,225,170.52-	37,198,592.57-	1,026,577.95-	2.8
	Total Liabilities & Fund Equit	38,246,574.52-	37,219,996.57-	1,026,577.95-	2.8

Balance Sheet

Consolidated		Tort Immunity Fund	Consolidated		
Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets				
CURASSETS	Current Assets				
8000	Cash				
8010-0000	Cash	162,525.32-	155,000.50-	7,524.82-	4.9
	Total Cash	162,525.32-	155,000.50-	7,524.82-	4.9
RECEIVABLES	Receivables				
8100	110-122				
8192-0000	Property Taxes Receivable	1,519.00	0.00	1,519.00	
	Total 110-122	1,519.00	0.00	1,519.00	
	Total Receivables	1,519.00	0.00	1,519.00	
	Total Current Assets	161,006.32-	155,000.50-	6,005.82-	3.9
	Total Assets	161,006.32-	155,000.50-	6,005.82-	3.9
LIABFBAL	Liabilities & Fund Equity				
FUNDBAL	Equity				
9900-0000	Fund Balance	668,634.98-	712,572.25-	43,937.27	6.2-
9950-0000	Current Year Net Change in Fund Balan	829,641.30	867,572.75	37,931.45-	4.4-
	Total Equity	161,006.32	155,000.50	6,005.82	3.9
	Total Liabilities & Fund Equit	161,006.32	155,000.50	6,005.82	3.9

Income Statement

Consolidated		Educational Fund			Consolidated		
Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE	Revenue						
LOCAL	Revenue from Local Sources						
1111-0000	CUR YR General Levy	0.00	0.00	0.00	0.00	54,773,237.00	0.00
1112-0000	First PR YR General Levy	0.00	0.00	0.00	59,815,245.85	54,536,574.00	109.68
1113-0000	Other PR YR General Levies	0.00	0.00	0.00	146,728.31-	0.00	0.00
1141-0000	CUR YR Special Education Levy	0.00	0.00	0.00	0.00	14,008,953.00	0.00
1142-0000	First PR YR Special Education	0.00	0.00	0.00	14,902,384.66	13,557,892.00	109.92
1311-0000	Tuition from Pupils or Parents	0.00	0.00	0.00	180.00	20,000.00	.90
1321-0000	Summer School Tuition from Pup	80.00	0.00	0.00	639.99	10,000.00	6.40
1342-0000	Special Education Tuition from	0.00	0.00	0.00	0.00	75,000.00	0.00
1511-0000	Interest on Investments	36,507.56	0.00	0.00	549,108.23	850,000.00	64.60
1611-0000	Sales to Pupils - Lunch	135,564.56	0.00	0.00	919,548.12	1,470,000.00	62.55
1612-0000	Sales to Pupils - Breakfast	12,739.13	0.00	0.00	85,719.67	139,000.00	61.67
1613-0000	Sales to Pupils - A La Carte	66,766.13	0.00	0.00	449,258.95	725,000.00	61.97
1621-0000	Sales to Adults	4,921.44	0.00	0.00	33,115.66	54,000.00	61.33
1726-0000	Musical Instrument Rental	0.00	0.00	0.00	318.83	0.00	0.00
1727-0000	Athletic Fees	15,894.29	0.00	0.00	245,015.85	424,300.00	57.75
1728-0000	Driver Education Behind the Wh	1,145.00	0.00	0.00	32,389.00	44,400.00	72.95
1729-0000	Flex PE Fees	1,368.00	0.00	0.00	7,198.54	17,400.00	41.37
1792-0000	Music Special Events	172.00	0.00	0.00	4,795.25	32,200.00	14.89
1811-0000	Regular Textbook Rental	27,305.79	0.00	0.00	1,386,821.18	2,584,000.00	53.67
1812-0000	Summer School Textbook Rental	922.08	0.00	0.00	45,634.66	42,300.00	107.88
1819-0000	Other Textbook Rental	372.98	0.00	0.00	5,833.85	10,500.00	55.56
1892-0000	Heart Rate Monitors Fee	243.00	0.00	0.00	1,881.00	3,200.00	58.78
1923-0000	Homeless Donations	0.00	0.00	0.00	386.53	0.00	0.00
1951-0000	Refund of PR YRs' Expenditiure	24,335.20-	0.00	0.00	258,807.01	208,300.00	124.25
1990-0000	P-Card Inadvertent	32.33	0.00	0.00	524.50	0.00	0.00
1991-0000	Payment from Other LEAs	58,895.54	0.00	0.00	189,690.43	206,500.00	91.86
1999-0000	Other Revenue-General	58,507.93	0.00	0.00	653,852.44	228,600.00	286.02
	Total Revenue from Local Sourc	397,102.56	0.00	0.00	79,441,621.89	144,021,356.00	55.16
STATE	Revenue from State Sources						
3001-0000	General State Aid	5,285,424.46	0.00	0.00	31,425,311.47	57,507,752.00	54.65
3100-0000	Special Ed-Pvt Facility Tuitio	0.00	0.00	0.00	1,528,778.87	2,853,825.00	53.57
3120-0000	Special Ed-Orphanage Individua	0.00	0.00	0.00	413,040.05	75,000.00	550.72
3130-0000	Special Ed-Orphange Summer	0.00	0.00	0.00	0.00	15,000.00	0.00
3360-0000	State Free Lunch & Breakfast	7,485.56	0.00	0.00	28,286.42	110,000.00	25.71
3370-0000	Driver Education	0.00	0.00	0.00	52,425.77	115,200.00	45.51
3696-0000	Safe School Grant	0.00	0.00	0.00	7,143.13	0.00	0.00
3999-0000	ALOP ROE Revenue	0.00	0.00	0.00	1,126,120.20	700,000.00	160.87
	Total Revenue from State Sourc	5,292,910.02	0.00	0.00	34,581,105.91	61,376,777.00	56.34
FEDERAL	Revenue from Federal Sources						
4210-0000	National School Lunch Program	345,821.25	0.00	0.00	2,063,626.52	4,450,900.00	46.36
4220-0000	School Breakfast Program	101,746.94	0.00	0.00	597,965.54	1,343,400.00	44.51
4225-0000	Summer Food Program	0.00	0.00	0.00	94,980.63	96,000.00	98.94

Income Statement

Consolidated		Educational Fund			Consolidated		
Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
FEDERAL	Revenue from Federal Sources						
4226-0000	Child & Adult Food Care Progr	60,037.98	0.00	0.00	161,172.49	409,400.00	39.37
4240-0000	Fresh Fruit and Veg. Program	5,754.66	0.00	0.00	17,508.14	52,200.00	33.54
4260-0000	NSLP Equipment Grant	0.00	0.00	0.00	6,273.28	0.00	0.00
4625-0000	Special Ed-IDEA Room & Board	79,586.90	0.00	0.00	612,492.18	586,000.00	104.52
4900-0000	Medicaid Admin Outreach	0.00	0.00	0.00	271,872.87	502,600.00	54.09
4902-0000	Medicaid Fee for Service	0.00	0.00	0.00	624,333.06	2,677,100.00	23.32
4950-0000	Dept of Rehab Svcs	0.00	0.00	0.00	28,149.00	28,000.00	100.53
	Total Revenue from Federal Sou	592,947.73	0.00	0.00	4,478,373.71	10,145,600.00	44.14
OTHER SOURCE	Other Financing Sources						
7991-0000	Other Sources-Capital Lease	0.00	0.00	0.00	0.00	4,400,000.00	0.00
	Total Other Financing Sources	0.00	0.00	0.00	0.00	4,400,000.00	0.00
	Total Revenue	6,282,960.31	0.00	0.00	118,501,101.51	219,943,733.00	53.88
EXPENSE	Expense						
100	Salaries						
111-0000	Certified Administrator	1,104,866.16	0.00	0.00	5,891,091.06	9,541,676.00	61.74
112-0000	Certified Directors/Superviors	424,272.84	0.00	0.00	2,261,399.63	3,543,053.00	63.83
113-0000	Certified Teachers	9,982,656.67	0.00	0.00	40,007,789.38	89,788,480.00	44.56
114-0000	Other Certified	1,146,734.21	0.00	0.00	4,765,322.72	9,918,430.00	48.05
115-0000	Non-Certified Supervision/Head	259,203.49	0.00	0.00	1,364,169.77	2,127,492.00	64.12
116-0000	Non-Certified Sec/Spec	742,613.68	0.00	0.00	3,964,989.84	6,558,869.00	60.45
117-0000	Non-Certified Paras/Custodial	997,792.31	0.00	0.00	4,651,924.63	8,477,127.00	54.88
118-0000	Other Non-Certified	132,674.82	0.00	0.00	669,963.87	917,744.00	73.00
119-0000	Other	124,468.72	0.00	0.00	836,383.01	1,313,890.00	63.66
121-0000	Substitute-Teacher	198,112.92	0.00	0.00	827,005.89	1,430,000.00	57.83
122-0000	Substitute-Paraprofessionals	18,472.50	0.00	0.00	107,922.50	200,000.00	53.96
123-0000	Substitute-Conferences	11,050.00	0.00	0.00	102,335.79	187,100.00	54.70
132-0000	1.5 Overtime	8,869.35	0.00	0.00	69,021.75	111,360.00	61.98
133-0000	2.0 Overtime	0.00	0.00	0.00	3,272.32	3,000.00	109.08
134-0000	Subs-Conferences/Prof Develop	13,167.50	0.00	0.00	35,460.00	72,403.00	48.98
135-0000	Long Term Certified Subs	65,617.50	0.00	0.00	229,653.16	500,000.00	45.93
138-0000	Subs-Grants	3,242.50	0.00	0.00	14,520.00	0.00	0.00
143-0000	Overload	5,884.20	0.00	0.00	165,975.39	357,000.00	46.49
148-0000	Extra Pay-Non-Certified	21,404.71	0.00	0.00	149,203.64	203,347.00	73.37
149-0000	Extra Pay-Certified	403,481.52	0.00	0.00	2,677,893.46	3,768,149.00	71.07
161-0000	Mileage Stipend	17,962.23	0.00	0.00	94,830.09	157,850.00	60.08
	Total Salaries	15,682,547.83	0.00	0.00	68,890,127.90	139,176,970.00	49.50
200	Employee Benefits						
211-0000	Teachers Retirement (TRS)	808,588.44	0.00	0.00	3,467,945.57	7,160,426.00	48.43

Income Statement

Consolidated		Educational Fund			Consolidated		
Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
200	Employee Benefits						
215-0000	One-Time TRS Early Retirement	0.00	0.00	0.00	23,094.03	50,000.00	46.19
218-0000	THIS Fund Employer Contributio	148,550.78	0.00	0.00	655,827.51	1,104,124.00	59.40
221-0000	Life Insurance	9,437.37	0.00	0.00	43,110.30	83,152.00	51.85
222-0000	Medical Insurance	1,922,984.87	0.00	0.00	9,439,869.37	22,704,880.00	41.58
223-0000	Dental Insurance	78,474.40	0.00	0.00	451,910.82	1,074,530.00	42.06
224-0000	Vision Insurance	16,631.02	0.00	0.00	96,008.13	228,088.00	42.09
225-0000	Disability Insurance	2,379.42	0.00	0.00	12,578.17	19,535.00	64.39
226-0000	HRA/HSA Board Contributions	1,500.00-	0.00	0.00	859,747.11	0.00	0.00
231-0000	Certified Tuition Reimbursemen	5,424.00	0.00	0.00	53,445.00	100,000.00	53.45
232-0000	DESA Tuition Reimbursement	0.00	0.00	0.00	516.00	2,000.00	25.80
234-0000	Non-Union Tuition Reimbursemen	0.00	0.00	0.00	0.00	2,000.00	0.00
235-0000	Admin Tuition Reimbursement	3,000.00	0.00	0.00	14,700.00	50,000.00	29.40
236-0000	Admin Relocation Reimbursement	0.00	0.00	0.00	0.00	3,000.00	0.00
	Total Employee Benefits	2,993,970.30	0.00	0.00	15,118,752.01	32,581,735.00	46.40
300	Purchased Services						
311-0000	Professional Services-Administ	7,857.92	0.00	0.00	246,443.44	706,900.00	34.86
312-0000	Staff Development-On Site	271.92	0.00	0.00	8,199.80	120,050.00	6.83
313-0000	Staff Development	12,178.45	0.00	0.00	86,301.49	145,274.00	59.41
314-0000	Professional Services-Instruct	13,963.04-	0.00	0.00	97,937.82	537,156.00	18.23
315-0000	Food-Contracted	13,944.17	0.00	0.00	57,696.08	79,478.00	72.59
316-0000	Charter School Payment	0.00	0.00	0.00	4,689,526.92	9,100,000.00	51.53
317-0000	Audit/Financial Services	0.00	0.00	0.00	51,100.00	58,000.00	88.10
318-0000	Legal Services	19,180.60	0.00	0.00	361,165.65	350,000.00	103.19
319-0000	Other Professional & Technical	125,672.90	0.00	0.00	801,598.37	1,818,192.00	44.09
321-0000	Sanitation Services	0.00	0.00	0.00	0.00	10,300.00	0.00
323-0000	Repair & Maintenance	14,426.95	0.00	0.00	218,712.81	357,850.00	61.12
325-0000	Rentals	12,056.70	0.00	0.00	67,592.72	76,500.00	88.36
327-0000	Computer Maintenance	450.00	0.00	0.00	450.00	250.00	180.00
331-0000	Pupil Transportation-General	1,667.68	0.00	0.00	1,667.68	0.00	0.00
333-0000	District Travel	21,667.65	0.00	0.00	109,755.84	183,555.00	59.79
334-0000	Professional Meetings	1,463.10	0.00	0.00	16,323.79	36,650.00	44.54
336-0000	Pupil Transportation-Field Tri	2,745.00	0.00	0.00	14,398.40	14,500.00	99.30
338-0000	Pupil Transportation - Athleti	191.63	0.00	0.00	3,993.30	0.00	0.00
339-0000	Other Transporation Services	1,930.00	0.00	0.00	11,835.06	4,400.00	268.98
341-0000	Postage & Shipping Charges	6,260.25	0.00	0.00	23,444.87	17,750.00	132.08
342-0000	Telephone-Local	0.00	0.00	0.00	96,415.01	200,000.00	48.21
346-0000	Telephone - WAN and Internet	16,649.34	0.00	0.00	120,582.14	310,000.00	38.90
347-0000	Telephone-Cellular	6,575.71	0.00	0.00	39,441.76	113,600.00	34.72
351-0000	Recruiting	1,028.13	0.00	0.00	2,434.74	10,000.00	24.35
352-0000	Legal Notices	1,297.20	0.00	0.00	5,026.70	27,100.00	18.55
361-0000	Printing & Binding	2,040.73	0.00	0.00	33,125.99	64,962.00	50.99
371-0000	Water/Sewer Services	0.00	0.00	0.00	0.00	19,500.00	0.00
385-0000	Unemployment Insurance	0.00	0.00	0.00	7,436.00	65,000.00	11.44
390-0000	Officials-Tournaments	600.00	0.00	0.00	600.00	0.00	0.00
391-0000	Officials-IHSA Sponsored	31,850.00	0.00	0.00	103,782.32	170,750.00	60.78

Income Statement

Consolidated		Educational Fund			Consolidated		
Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
300	Purchased Services						
392-0000	License & Registrations	29.00	0.00	0.00	714.60	1,900.00	37.61
395-0000	Management Fees	702,020.56	0.00	0.00	3,367,505.64	6,700,000.00	50.26
397-0000	Software Licensing	79,215.32	0.00	0.00	2,225,348.09	2,870,504.00	77.52
398-0000	Banking/Credit Card Fees	6,717.76	0.00	0.00	107,853.77	165,000.00	65.37
	Total Purchased Services	1,076,025.63	0.00	0.00	12,978,410.80	24,335,121.00	53.33
400	Supplies & Materials						
411-0000	Supplies-General	129,124.31	0.00	0.00	1,191,319.01	3,094,023.00	38.50
412-0000	Supplies-Testing Materials	466.00	0.00	0.00	516.80	139,500.00	.37
415-0000	Supplies-Computer	1,346.17	0.00	0.00	12,016.71	29,100.00	41.29
417-0000	Supplies-Uniform	8,075.10	0.00	0.00	79,029.82	77,850.00	101.52
421-0000	Textbooks- Approved Standard	85.62-	0.00	0.00	584,737.22	859,000.00	68.07
422-0000	Textbooks-Consumables	0.00	0.00	0.00	12,166.76	100,600.00	12.09
423-0000	Textbooks-Rebinds	0.00	0.00	0.00	0.00	10,000.00	0.00
424-0000	Textbooks-Suppl/Innovation Mat	785.13	0.00	0.00	6,561.25	461,500.00	1.42
425-0000	Textbooks-Approved Standard El	49.99	0.00	0.00	135,604.09	291,000.00	46.60
431-0000	Library Books	11,944.06	0.00	0.00	55,477.43	70,500.00	78.69
441-0000	Periodicals	4,130.22	0.00	0.00	24,473.70	18,150.00	134.84
464-0000	Gasoline	1,367.54	0.00	0.00	4,688.81	6,700.00	69.98
466-0000	Electricity	0.00	0.00	0.00	0.00	180,000.00	0.00
471-0000	System Software	6,300.00	0.00	0.00	11,335.00	110,600.00	10.25
472-0000	Instructional Software	68.00	0.00	0.00	17,695.81	83,385.00	21.22
481-0000	Equipment < $500	1,700.21	0.00	0.00	50,390.37	83,965.00	60.01
482-0000	Parts-Transportation	0.00	0.00	0.00	58.50	1,800.00	3.25
484-0000	Computer Related Equip < $500	249.95	0.00	0.00	70,398.53	119,200.00	59.06
491-0000	Mat & Sup-Shipping	0.00	0.00	0.00	123.35	2,500.00	4.93
	Total Supplies & Materials	165,521.06	0.00	0.00	2,256,593.16	5,739,373.00	39.32
500	Capital Outlay						
521-0000	Buildings	0.00	0.00	0.00	56,696.00	0.00	0.00
541-0000	Equipment	2,413.95	0.00	0.00	198,643.59	189,800.00	104.66
545-0000	Computer Equipment > $500	3,068.62	0.00	0.00	36,949.04	65,000.00	56.84
546-0000	Software	0.00	0.00	0.00	0.00	40,000.00	0.00
547-0000	Network Equipment > $500	2,656.00	0.00	0.00	30,231.00	50,000.00	60.46
	Total Capital Outlay	8,138.57	0.00	0.00	322,519.63	344,800.00	93.54
600	Other Objects						
641-0000	Dues & Fees	14,077.37	0.00	0.00	192,402.18	143,175.00	134.38
671-0000	Private Facility Tuition	486,336.53	0.00	0.00	4,626,291.32	8,475,935.00	54.58
672-0000	Room and Board	66,219.92	0.00	0.00	296,939.36	465,000.00	63.86
673-0000	General Tuition	0.00	0.00	0.00	49,896.37	661,500.00	7.54
691-0000	Miscellaneous Objects	2,240.23	0.00	0.00	5,920.48	100,700.00	5.88
	Total Other Objects	568,874.05	0.00	0.00	5,171,449.71	9,846,310.00	52.52
700	Transfers						

Income Statement

Consolidated		Educational Fund			Consolidated		
Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
700	Transfers						
701-0000	Transfer Interest	0.00	0.00	0.00	1,643.11	8,963.00	18.33
702-0000	Transfer Principal	0.00	0.00	0.00	164,313.95	1,036,611.00	15.85
	Total Transfers	0.00	0.00	0.00	165,957.06	1,045,574.00	15.87
900	System Accounts						
750	Capital Outlay - Capitalized						
751-0000	Equipment < $5000	9,269.02	0.00	0.00	227,482.36	577,947.00	39.36
755-0000	Computer Equipment < $5000	8,431.00	0.00	0.00	59,316.35	5,973,603.00	.99
757-0000	Network Equipment < $5000	5,180.00	0.00	0.00	10,315.00	315,000.00	3.27
	Total Capital Outlay - Capita	22,880.02	0.00	0.00	297,113.71	6,866,550.00	4.33
	Total System Accounts	22,880.02	0.00	0.00	297,113.71	6,866,550.00	4.33
	Total Expense	20,517,957.46	0.00	0.00	105,200,923.98	219,936,433.00	47.83
	Total Net Change in Fund Balan	14,234,997.15-	0.00	0.00	13,300,177.53	7,300.00	0.00
		Large Percent of Budget		0.00			182194.21

Income Statement

Consolidated		Grant Fund			Consolidated		
Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE	Revenue						
LOCAL	Revenue from Local Sources						
1511-0000	Interest on Investments	1,144.47	0.00	0.00	13,089.94	0.00	0.00
1921-0000	Contributions & Donations from	0.00	0.00	0.00	41,048.00	0.00	0.00
1922-0000	Foundation Donations	0.00	0.00	0.00	0.00	30,000.00	0.00
	Total Revenue from Local Sourc	1,144.47	0.00	0.00	54,137.94	30,000.00	180.46
STATE	Revenue from State Sources						
3220-0000	Voc Ed School Improvement	0.00	0.00	0.00	154,789.00	208,546.00	74.22
3275-0000	Voc Ed Elem Career	0.00	0.00	0.00	5,223.00	13,837.00	37.75
3621-0000	School Library	0.00	0.00	0.00	0.00	14,447.00	0.00
3705-0000	Early Childhood-State PreK	260,292.00	0.00	0.00	1,072,099.00	1,892,349.00	56.65
3706-0000	Early Childhood-Prevention	28,763.00	0.00	0.00	28,763.00	0.00	0.00
	Total Revenue from State Sourc	289,055.00	0.00	0.00	1,260,874.00	2,129,179.00	59.22
FEDERAL	Revenue from Federal Sources						
4300-0000	Title I-Low Income	0.00	0.00	0.00	1,697,744.00	2,576,200.00	65.90
4331-0000	Title I-School Improvement	0.00	0.00	0.00	52,591.00	0.00	0.00
4400-0000	Title IV-Safe & Drug Free Scho	0.00	0.00	0.00	78,507.00	161,935.00	48.48
4600-0000	Special Ed-Preschool Flow Thro	18,452.00	0.00	0.00	57,992.00	97,298.00	59.60
4620-0000	Special Ed-IDEA Flow Through	962,478.00	0.00	0.00	3,519,281.00	4,252,832.00	82.75
4745-0000	Perkins-III	0.00	0.00	0.00	107,970.25	147,129.00	73.38
4900-0000	Medicaid Admin Outreach	0.00	0.00	0.00	0.00	100,000.00	0.00
4905-0000	Title III-Immigrant Educationa	0.00	0.00	0.00	23,350.00	0.00	0.00
4909-0000	LIPLEPS-III	90,098.00	0.00	0.00	311,568.00	352,400.00	88.41
4932-0000	Title II-Teacher Quality	0.00	0.00	0.00	474,887.00	484,059.00	98.11
4998-0000	Other Federal Revenue II	0.00	0.00	0.00	0.00	2,048,054.00	0.00
4999-0000	Other Federal Revenue I	155,308.00	0.00	0.00	503,656.00	776,534.00	64.86
	Total Revenue from Federal Sou	1,226,336.00	0.00	0.00	6,827,546.25	10,996,441.00	62.09
	Total Revenue	1,516,535.47	0.00	0.00	8,142,558.19	13,155,620.00	61.89
EXPENSE	Expense						
100	Salaries						
111-0000	Certified Administrator	10,891.02	0.00	0.00	39,791.38	94,940.00	41.91
113-0000	Certified Teachers	335,674.37	0.00	0.00	1,287,160.39	2,623,603.00	49.06
114-0000	Other Certified	0.00	0.00	0.00	61,978.94-	0.00	0.00
116-0000	Non-Certified Sec/Spec	10,721.70	0.00	0.00	56,566.07	93,279.00	60.64
117-0000	Non-Certified Paras/Custodial	59,293.62	0.00	0.00	277,010.33	525,278.00	52.74
118-0000	Other Non-Certified	88,362.23	0.00	0.00	540,399.87	910,485.00	59.35
124-0000	INACT-Substitute-Grant Support	0.00	0.00	0.00	105.00	53.00	198.11
132-0000	1.5 Overtime	35.32	0.00	0.00	619.32	0.00	0.00
134-0000	Subs-Conferences/Prof Develop	0.00	0.00	0.00	0.00	1,471.00	0.00

Income Statement

Consolidated		Grant Fund			Consolidated		
Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
100	Salaries						
135-0000	Long Term Certified Subs	0.00	0.00	0.00	0.00	30,255.00	0.00
138-0000	Subs-Grants	10,765.00	0.00	0.00	52,755.00	44,655.00	118.14
148-0000	Extra Pay-Non-Certified	0.00	0.00	0.00	112.52	1,781.00	6.32
149-0000	Extra Pay-Certified	28,621.25	0.00	0.00	398,309.69	483,036.00	82.46
161-0000	Mileage Stipend	138.48	0.00	0.00	507.76	1,200.00	42.31
	Total Salaries	544,502.99	0.00	0.00	2,591,358.39	4,810,036.00	53.87
200	Employee Benefits						
211-0000	Teachers Retirement (TRS)	21,111.38	0.00	0.00	70,909.54	487,181.00	14.56
212-0000	Municipal Retirement (IMRF)	0.00	0.00	0.00	47,391.28	134,100.00	35.34
213-0000	Federal Insurance Contribution	0.00	0.00	0.00	34,808.94	94,911.00	36.68
214-0000	Medicare Only	0.00	0.00	0.00	45,904.31	30,557.00	150.23
217-0000	TRS Federal Contribution	24,386.33	0.00	0.00	165,117.58	380,987.00	43.34
218-0000	THIS Fund Employer Contributio	3,837.51	0.00	0.00	16,847.92	30,393.00	55.43
221-0000	Life Insurance	240.83	0.00	0.00	1,050.80	2,267.00	46.35
222-0000	Medical Insurance	55,034.33	0.00	0.00	309,764.22	599,610.00	51.66
223-0000	Dental Insurance	3,017.58	0.00	0.00	17,029.17	34,098.00	49.94
224-0000	Vision Insurance	653.08	0.00	0.00	3,825.86	7,648.00	50.02
225-0000	Disability Insurance	16.32	0.00	0.00	59.64	0.00	0.00
	Total Employee Benefits	108,297.36	0.00	0.00	712,709.26	1,801,752.00	39.56
300	Purchased Services						
311-0000	Professional Services-Administ	742.50	0.00	0.00	14,505.00	37,655.00	38.52
312-0000	Staff Development-On Site	4,669.85	0.00	0.00	83,922.85	57,465.00	146.04
313-0000	Staff Development	4,709.00	0.00	0.00	41,825.99	38,339.00	109.10
314-0000	Professional Services-Instruct	4,475.00	0.00	0.00	1,832,412.12	3,680,341.00	49.79
315-0000	Food-Contracted	7,394.36	0.00	0.00	32,153.29	57,822.00	55.61
319-0000	Other Professional & Technical	2,305.00	0.00	0.00	79,055.80	69,451.00	113.83
323-0000	Repair & Maintenance	0.00	0.00	0.00	2,700.00	769.00	351.11
325-0000	Rentals	200.00	0.00	0.00	1,600.00	2,400.00	66.67
331-0000	Pupil Transportation-General	2,000.94	0.00	0.00	48,680.70	61,761.00	78.82
333-0000	District Travel	583.19	0.00	0.00	12,894.63	46,266.00	27.87
334-0000	Professional Meetings	12,556.04	0.00	0.00	89,550.85	64,789.00	138.22
336-0000	Pupil Transportation-Field Tri	12,461.58	0.00	0.00	59,837.34	75,151.00	79.62
339-0000	Other Transporation Services	132.00	0.00	0.00	326.00	0.00	0.00
341-0000	Postage & Shipping Charges	0.00	0.00	0.00	0.00	28.00	0.00
361-0000	Printing & Binding	0.00	0.00	0.00	0.00	1,132.00	0.00
397-0000	Software Licensing	43,712.00-	0.00	0.00	112,883.69	245,501.00	45.98
	Total Purchased Services	8,517.46	0.00	0.00	2,412,348.26	4,438,870.00	54.35
400	Supplies & Materials						
411-0000	Supplies-General	16,873.18	0.00	0.00	189,311.18	1,336,321.00	14.17
412-0000	Supplies-Testing Materials	0.00	0.00	0.00	3,844.00	0.00	0.00
415-0000	Supplies-Computer	180.94	0.00	0.00	580.94	333.00	174.46

Income Statement

Consolidated		Grant Fund			Consolidated		
Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
400	Supplies & Materials						
422-0000	Textbooks-Consumables	0.00	0.00	0.00	7,101.33	5,643.00	125.84
424-0000	Textbooks-Suppl/Innovation Mat	222.42	0.00	0.00	337,945.53	455,956.00	74.12
431-0000	Library Books	6,467.66	0.00	0.00	17,012.07	374.00	4548.68
441-0000	Periodicals	0.00	0.00	0.00	0.00	355.00	0.00
466-0000	Electricity	22.27	0.00	0.00	165.21	300.00	55.07
471-0000	System Software	0.00	0.00	0.00	0.00	650.00	0.00
472-0000	Instructional Software	27.94	0.00	0.00	5,166.59	4,918.00	105.05
481-0000	Equipment < $500	6,572.91	0.00	0.00	18,865.29	23,652.00	79.76
484-0000	Computer Related Equip < $500	0.00	0.00	0.00	0.00	893.00	0.00
	Total Supplies & Materials	30,367.32	0.00	0.00	579,992.14	1,829,395.00	31.70
500	Capital Outlay						
541-0000	Equipment	0.00	0.00	0.00	82,616.67	72,036.00	114.69
542-0000	INACTIVE - Equipment-Replaceme	0.00	0.00	0.00	0.00	1,018.00	0.00
545-0000	Computer Equipment > $500	0.00	0.00	0.00	62,916.32	21,210.00	296.64
	Total Capital Outlay	0.00	0.00	0.00	145,532.99	94,264.00	154.39
600	Other Objects						
641-0000	Dues & Fees	9,579.20	0.00	0.00	30,713.72	29,534.00	103.99
	Total Other Objects	9,579.20	0.00	0.00	30,713.72	29,534.00	103.99
900	System Accounts						
750	Capital Outlay - Capitalized						
751-0000	Equipment < $5000	12,536.96	0.00	0.00	68,280.64	63,682.00	107.22
755-0000	Computer Equipment < $5000	6,856.86	0.00	0.00	19,308.69	88,087.00	21.92
	Total Capital Outlay - Capita	19,393.82	0.00	0.00	87,589.33	151,769.00	57.71
	Total System Accounts	19,393.82	0.00	0.00	87,589.33	151,769.00	57.71
	Total Expense	720,658.15	0.00	0.00	6,560,244.09	13,155,620.00	49.87
	Total Net Change in Fund Balan	795,877.32	0.00	0.00	1,582,314.10	0.00	0.00

Income Statement

Consolidated Operations & Maintenance Fund Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE	Revenue						
LOCAL	Revenue from Local Sources						
1111-0000	CUR YR General Levy	0.00	0.00	0.00	0.00	11,024,087.00	0.00
1112-0000	First PR YR General Levy	0.00	0.00	0.00	11,833,970.23	10,777,527.00	109.80
1231-0000	Corporate Personal Property Re	282,019.36	0.00	0.00	1,122,430.82	1,100,000.00	102.04
1390-0000	Transition Fees	0.00	0.00	0.00	83,237.62	200,000.00	41.62
1511-0000	Interest on Investments	1,754.78	0.00	0.00	55,185.05	587,000.00	9.40
1791-0000	Parking Permits	4,719.58	0.00	0.00	152,968.81	165,000.00	92.71
1910-0000	Building Rental	7,117.50	0.00	0.00	54,659.75	195,500.00	27.96
1951-0000	Refund of PR YRs' Expenditiure	0.00	0.00	0.00	1,597.34	12,100.00	13.20
1997-0000	Revenue From Sale of Assets	8,675.00	0.00	0.00	66,291.44	71,100.00	93.24
1999-0000	Other Revenue-General	1,115.19	0.00	0.00	33,726.14	0.00	0.00
	Total Revenue from Local Sourc	305,401.41	0.00	0.00	13,404,067.20	24,132,314.00	55.54
	Total Revenue	305,401.41	0.00	0.00	13,404,067.20	24,132,314.00	55.54
EXPENSE	Expense						
100	Salaries						
115-0000	Non-Certified Supervision/Head	211,002.91	0.00	0.00	1,132,523.50	1,870,196.00	60.56
116-0000	Non-Certified Sec/Spec	5,300.79	0.00	0.00	28,189.66	46,069.00	61.19
117-0000	Non-Certified Paras/Custodial	659,717.46	0.00	0.00	3,522,638.54	5,768,905.00	61.06
119-0000	Other	20,370.83	0.00	0.00	150,665.42	205,014.00	73.49
132-0000	1.5 Overtime	15,967.83	0.00	0.00	92,779.38	170,750.00	54.34
133-0000	2.0 Overtime	9,523.78	0.00	0.00	30,423.03	29,250.00	104.01
161-0000	Mileage Stipend	623.10	0.00	0.00	3,323.00	7,200.00	46.15
	Total Salaries	922,506.70	0.00	0.00	4,960,542.53	8,097,384.00	61.26
200	Employee Benefits						
221-0000	Life Insurance	442.11	0.00	0.00	2,378.16	3,940.00	60.36
222-0000	Medical Insurance	125,061.24	0.00	0.00	820,316.80	1,369,614.00	59.89
223-0000	Dental Insurance	6,047.86	0.00	0.00	42,420.27	73,581.00	57.65
224-0000	Vision Insurance	1,359.86	0.00	0.00	9,568.18	16,991.00	56.31
225-0000	Disability Insurance	53.19	0.00	0.00	283.68	474.00	59.85
	Total Employee Benefits	132,964.26	0.00	0.00	874,967.09	1,464,600.00	59.74
300	Purchased Services						
312-0000	Staff Development-On Site	0.00	0.00	0.00	1,150.00	0.00	0.00
313-0000	Staff Development	0.00	0.00	0.00	0.00	1,000.00	0.00
315-0000	Food-Contracted	819.71	0.00	0.00	1,516.68	5,000.00	30.33
319-0000	Other Professional & Technical	368,792.09	0.00	0.00	514,860.14	1,241,000.00	41.49
321-0000	Sanitation Services	13,982.43	0.00	0.00	106,193.48	169,294.00	62.73
323-0000	Repair & Maintenance	62,809.36	0.00	0.00	360,876.26	412,800.00	87.42
325-0000	Rentals	10,202.28	0.00	0.00	86,031.89	240,000.00	35.85

Income Statement

Consolidated Operations & Maintenance Fund Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
300	Purchased Services						
326-0000	Alarm System Services	10,096.81	0.00	0.00	63,869.68	100,000.00	63.87
333-0000	District Travel	415.84	0.00	0.00	821.44	1,100.00	74.68
334-0000	Professional Meetings	0.00	0.00	0.00	695.00	1,000.00	69.50
341-0000	Postage & Shipping Charges	0.00	0.00	0.00	0.00	200.00	0.00
347-0000	Telephone-Cellular	50.38	0.00	0.00	205.66	1,500.00	13.71
363-0000	Repair & Maint-Equip Elec	702.00	0.00	0.00	9,125.11	20,000.00	45.63
364-0000	Repair & Maint-Finishing Matl	0.00	0.00	0.00	14,616.87	15,000.00	97.45
365-0000	Repair & Maint-Plumbing	45,901.12	0.00	0.00	50,629.12	85,000.00	59.56
366-0000	Repair & Maint-Roofing	8,461.73	0.00	0.00	39,489.08	75,000.00	52.65
367-0000	Repair & Maint-HVAC	2,573.80	0.00	0.00	99,704.58	210,000.00	47.48
368-0000	Repair & Maint-Snowplowing	0.00	0.00	0.00	102,630.00	600,000.00	17.11
371-0000	Water/Sewer Services	44,688.77	0.00	0.00	185,233.35	302,948.00	61.14
385-0000	Unemployment Insurance	0.00	0.00	0.00	20,783.50	100,000.00	20.78
392-0000	License & Registrations	176.00	0.00	0.00	1,826.40	1,500.00	121.76
397-0000	Software Licensing	44,236.50	0.00	0.00	58,006.50	74,000.00	78.39
	Total Purchased Services	613,908.82	0.00	0.00	1,718,264.74	3,656,342.00	46.99
400	Supplies & Materials						
411-0000	Supplies-General	57,937.80	0.00	0.00	367,359.72	880,729.00	41.71
415-0000	Supplies-Computer	0.00	0.00	0.00	298.00	0.00	0.00
416-0000	Supplies-Athletic Fields	0.00	0.00	0.00	28,222.05	0.00	0.00
417-0000	Supplies-Uniform	1,049.68	0.00	0.00	25,706.12	30,000.00	85.69
418-0000	Supplies-B&G Schools	0.00	0.00	0.00	0.00	68,716.00	0.00
464-0000	Gasoline	5,341.56	0.00	0.00	25,679.89	55,400.00	46.35
465-0000	Natural Gas	21,675.58	0.00	0.00	145,377.64	554,007.00	26.24
466-0000	Electricity	270,441.35	0.00	0.00	1,730,324.36	2,739,634.00	63.16
481-0000	Equipment < $500	582.50	0.00	0.00	20,422.39	15,500.00	131.76
482-0000	Parts-Transportation	2,064.36	0.00	0.00	2,944.88	5,000.00	58.90
485-0000	Supplies - Air Filters	0.00	0.00	0.00	14,681.70	21,200.00	69.25
486-0000	Supplies - Mop Heads Towels Ma	0.00	0.00	0.00	28,689.46	31,000.00	92.55
493-0000	Supplies-Equip Elec	27,542.66	0.00	0.00	108,412.56	100,000.00	108.41
494-0000	Supplies-Finishing Matl	21,596.02	0.00	0.00	104,753.57	200,000.00	52.38
495-0000	Supplies-Plumbing	9,697.29	0.00	0.00	57,299.31	125,000.00	45.84
497-0000	Supplies-HVAC	38,769.64	0.00	0.00	157,797.80	300,000.00	52.60
498-0000	Supplies-Bagged Salt	0.00	0.00	0.00	10,566.36	60,000.00	17.61
499-0000	Supplies-Bulk Salt	0.00	0.00	0.00	26,366.55	0.00	0.00
	Total Supplies & Materials	456,698.44	0.00	0.00	2,854,902.36	5,186,186.00	55.05
500	Capital Outlay						
521-0000	Buildings	279.48	0.00	0.00	8,344.20	300,000.00	2.78
531-0000	Improvements Other than Buildi	0.00	0.00	0.00	284,994.61	0.00	0.00
541-0000	Equipment	6,162.08	0.00	0.00	108,933.85	588,500.00	18.51
545-0000	Computer Equipment > $500	0.00	0.00	0.00	0.00	1,500.00	0.00
	Total Capital Outlay	6,441.56	0.00	0.00	402,272.66	890,000.00	45.20
600	Other Objects						

Income Statement

Income Statement
For Period 7 Through 7 Ending January 31, 2020 Fiscal Year 2020 Budget 99

Consolidated — Operations & Maintenance Fund — Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
600	Other Objects						
641-0000	Dues & Fees	0.00	0.00	0.00	2,800.00	9,000.00	31.11
	Total Other Objects	0.00	0.00	0.00	2,800.00	9,000.00	31.11
700	Transfers						
701-0000	Transfer Interest	0.00	0.00	0.00	214,830.00	422,209.00	50.88
702-0000	Transfer Principal	0.00	0.00	0.00	1,705,000.00	1,705,000.00	100.00
703-0000	Transfer Fund Balance	0.00	0.00	0.00	0.00	2,500,000.00	0.00
	Total Transfers	0.00	0.00	0.00	1,919,830.00	4,627,209.00	41.49
900	System Accounts						
750	Capital Outlay - Capitalized						
751-0000	Equipment < $5000	8,618.29	0.00	0.00	62,493.41	112,000.00	55.80
755-0000	Computer Equipment < $5000	900.00	0.00	0.00	900.00	6,500.00	13.85
	Total Capital Outlay - Capita	9,518.29	0.00	0.00	63,393.41	118,500.00	53.50
	Total System Accounts	9,518.29	0.00	0.00	63,393.41	118,500.00	53.50
	Total Expense	2,142,038.07	0.00	0.00	12,796,972.79	24,049,221.00	53.21
	Total Net Change in Fund Balan	1,836,636.66-	0.00	0.00	607,094.41	83,093.00	730.62

Income Statement

Consolidated Bond & Interest Fund Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE	Revenue						
LOCAL	Revenue from Local Sources						
1111-0000	CUR YR General Levy	0.00	0.00	0.00	0.00	13,556,976.00	0.00
1112-0000	First PR YR General Levy	0.00	0.00	0.00	14,994,072.88	13,664,924.00	109.73
1113-0000	Other PR YR General Levies	0.00	0.00	0.00	40,413.04-	0.00	0.00
1511-0000	Interest on Investments	567.77	0.00	0.00	142,771.58	18,000.00	793.18
	Total Revenue from Local Sourc	567.77	0.00	0.00	15,096,431.42	27,239,900.00	55.42
	Total Revenue	567.77	0.00	0.00	15,096,431.42	27,239,900.00	55.42
EXPENSE	Expense						
300	Purchased Services						
319-0000	Other Professional & Technical	5,325.00	0.00	0.00	8,041.67	12,500.00	64.33
	Total Purchased Services	5,325.00	0.00	0.00	8,041.67	12,500.00	64.33
600	Other Objects						
611-0000	Redemption of Principle	0.00	0.00	0.00	17,671,404.17	7,982,691.00	221.37
612-0000	Lease Purchase-Principle	0.00	0.00	0.00	165,957.06	2,741,611.00	6.05
621-0000	Interest	0.00	0.00	0.00	5,765,549.33	19,516,324.00	29.54
	Total Other Objects	0.00	0.00	0.00	23,602,910.56	30,240,626.00	78.05
700	Transfers						
701-0000	Transfer Interest	0.00	0.00	0.00	216,473.11-	431,172.00-	50.21
702-0000	Transfer Principal	0.00	0.00	0.00	1,869,313.95-	2,741,611.00-	68.18
	Total Transfers	0.00	0.00	0.00	2,085,787.06-	3,172,783.00-	65.74
	Total Expense	5,325.00	0.00	0.00	21,525,165.17	27,080,343.00	79.49
	Total Net Change in Fund Balan	4,757.23-	0.00	0.00	6,428,733.75-	159,557.00	4029.11-

Income Statement

Consolidated		Transportation Fund			Consolidated		
Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE	Revenue						
LOCAL	Revenue from Local Sources						
1111-0000	CUR YR General Levy	0.00	0.00	0.00	0.00	4,544,561.00	0.00
1112-0000	First PR YR General Levy	0.00	0.00	0.00	3,876,222.80	3,534,955.00	109.65
1511-0000	Interest on Investments	684.09	0.00	0.00	21,037.80	21,000.00	100.18
1951-0000	Refund of PR YRs' Expenditiure	0.00	0.00	0.00	54.54	0.00	0.00
1994-0000	Field Trips	9,230.69	0.00	0.00	133,402.56	209,600.00	63.65
1999-0000	Other Revenue-General	855.00	0.00	0.00	890.00	0.00	0.00
	Total Revenue from Local Sourc	10,769.78	0.00	0.00	4,031,607.70	8,310,116.00	48.51
STATE	Revenue from State Sources						
3500-0000	Transportation-Regular	0.00	0.00	0.00	1,321,064.54	3,000,000.00	44.04
3510-0000	Transportation-Special Ed	0.00	0.00	0.00	2,335,892.80	4,500,000.00	51.91
	Total Revenue from State Sourc	0.00	0.00	0.00	3,656,957.34	7,500,000.00	48.76
	Total Revenue	10,769.78	0.00	0.00	7,688,565.04	15,810,116.00	48.63
EXPENSE	Expense						
100	Salaries						
115-0000	Non-Certified Supervision/Head	10,262.91	0.00	0.00	54,708.35	87,375.00	62.61
116-0000	Non-Certified Sec/Spec	4,533.47	0.00	0.00	24,114.52	39,525.00	61.01
132-0000	1.5 Overtime	14.19	0.00	0.00	63.87	500.00	12.77
148-0000	Extra Pay-Non-Certified	712.50	0.00	0.00	2,543.75	8,700.00	29.24
149-0000	Extra Pay-Certified	43,118.75	0.00	0.00	204,742.16	315,000.00	65.00
161-0000	Mileage Stipend	276.93	0.00	0.00	1,476.90	2,400.00	61.54
	Total Salaries	58,918.75	0.00	0.00	287,649.55	453,500.00	63.43
200	Employee Benefits						
211-0000	Teachers Retirement (TRS)	246.44	0.00	0.00	1,425.40	2,000.00	71.27
218-0000	THIS Fund Employer Contributio	390.88	0.00	0.00	1,843.78	2,900.00	63.58
221-0000	Life Insurance	20.88	0.00	0.00	111.46	630.00	17.69
222-0000	Medical Insurance	486.20	0.00	0.00	3,334.16	17,058.00	19.55
223-0000	Dental Insurance	96.46	0.00	0.00	619.90	1,050.00	59.04
224-0000	Vision Insurance	19.20	0.00	0.00	134.52	263.00	51.15
225-0000	Disability Insurance	14.97	0.00	0.00	79.84	210.00	38.02
	Total Employee Benefits	1,275.03	0.00	0.00	7,549.06	24,111.00	31.31
300	Purchased Services						
319-0000	Other Professional & Technical	72.50	0.00	0.00	137.50	4,400.00	3.13
321-0000	Sanitation Services	1,052.03	0.00	0.00	7,417.21	11,000.00	67.43
323-0000	Repair & Maintenance	5,386.07	0.00	0.00	18,537.75	65,000.00	28.52
325-0000	Rentals	1,751.12	0.00	0.00	22,384.72	34,000.00	65.84

Income Statement

Consolidated		Transportation Fund			Consolidated		
Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
300	Purchased Services						
331-0000	Pupil Transportation-General	137,085.74	0.00	0.00	537,587.66	674,000.00	79.76
333-0000	District Travel	4,792.50	0.00	0.00	8,313.00	14,300.00	58.13
334-0000	Professional Meetings	0.00	0.00	0.00	80.00	100.00	80.00
336-0000	Pupil Transportation-Field Tri	0.00	0.00	0.00	147,544.32	350,000.00	42.16
341-0000	Postage & Shipping Charges	0.00	0.00	0.00	0.00	5,100.00	0.00
346-0000	Telephone - WAN and Internet	0.00	0.00	0.00	0.00	425.00	0.00
347-0000	Telephone-Cellular	133.82	0.00	0.00	467.49	850.00	55.00
353-0000	License & Registration	3,892.00-	0.00	0.00	966.77-	2,500.00	38.67-
361-0000	Printing & Binding	0.00	0.00	0.00	7,284.33	7,500.00	97.12
371-0000	Water/Sewer Services	676.71	0.00	0.00	2,838.78	5,500.00	51.61
389-0000	Insurance-Fire-Theft-All Other	0.00	0.00	0.00	95,500.00	95,500.00	100.00
392-0000	License & Registrations	4,678.00	0.00	0.00	5,612.00	2,000.00	280.60
394-0000	Managment Fees-Transportation	0.00	0.00	0.00	6,456,376.64	12,850,000.00	50.24
	Total Purchased Services	151,736.49	0.00	0.00	7,309,114.63	14,122,175.00	51.76
400	Supplies & Materials						
411-0000	Supplies-General	0.00	0.00	0.00	1,706.25	9,700.00	17.59
462-0000	Oil	2,164.75	0.00	0.00	24,276.77	50,000.00	48.55
464-0000	Gasoline	70,361.04	0.00	0.00	478,823.32	1,000,000.00	47.88
465-0000	Natural Gas	608.25	0.00	0.00	3,572.03	11,000.00	32.47
482-0000	Parts-Transportation	0.00	0.00	0.00	36,007.67	125,835.00	28.61
	Total Supplies & Materials	73,134.04	0.00	0.00	544,386.04	1,196,535.00	45.50
500	Capital Outlay						
541-0000	Equipment	0.00	0.00	0.00	0.00	10,000.00	0.00
	Total Capital Outlay	0.00	0.00	0.00	0.00	10,000.00	0.00
900	System Accounts						
750	Capital Outlay - Capitalized						
751-0000	Equipment < $5000	0.00	0.00	0.00	891.00	1,000.00	89.10
755-0000	Computer Equipment < $5000	0.00	0.00	0.00	0.00	2,000.00	0.00
	Total Capital Outlay - Capita	0.00	0.00	0.00	891.00	3,000.00	29.70
	Total System Accounts	0.00	0.00	0.00	891.00	3,000.00	29.70
	Total Expense	285,064.31	0.00	0.00	8,149,590.28	15,809,321.00	51.55
	Total Net Change in Fund Balan	274,294.53-	0.00	0.00	461,025.24-	795.00	0.00
		Large Percent of Budget		0.00			57990.60-

Income Statement

Consolidated — Municipal Retirement Fund — Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE	Revenue						
LOCAL	Revenue from Local Sources						
1111-0000	CUR YR General Levy	0.00	0.00	0.00	0.00	1,306,905.00	0.00
1112-0000	First PR YR General Levy	0.00	0.00	0.00	1,398,362.92	1,264,825.00	110.56
1511-0000	Interest on Investments	2,317.75	0.00	0.00	27,839.72	180,000.00	15.47
	Total Revenue from Local Sourc	2,317.75	0.00	0.00	1,426,202.64	2,751,730.00	51.83
	Total Revenue	2,317.75	0.00	0.00	1,426,202.64	2,751,730.00	51.83
EXPENSE	Expense						
200	Employee Benefits						
212-0000	Municipal Retirement (IMRF)	320,432.05	0.00	0.00	1,375,936.09	2,610,000.00	52.72
	Total Employee Benefits	320,432.05	0.00	0.00	1,375,936.09	2,610,000.00	52.72
	Total Expense	320,432.05	0.00	0.00	1,375,936.09	2,610,000.00	52.72
	Total Net Change in Fund Balan	318,114.30-	0.00	0.00	50,266.55	141,730.00	35.47

Income Statement

Consolidated Social Security/Medicare Fund Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE	Revenue						
LOCAL	Revenue from Local Sources						
1151-0000	CUR YR Soc Sec/Medicare Levy	0.00	0.00	0.00	0.00	1,442,212.00	0.00
1152-0000	First PR YR Soc Sec/Medicare L	0.00	0.00	0.00	1,527,176.66	1,395,775.00	109.41
1231-0000	Corporate Personal Property Re	0.00	0.00	0.00	0.00	500,000.00	0.00
1511-0000	Interest on Investments	526.55	0.00	0.00	10,022.72	184,000.00	5.45
	Total Revenue from Local Sourc	526.55	0.00	0.00	1,537,199.38	3,521,987.00	43.65
	Total Revenue	526.55	0.00	0.00	1,537,199.38	3,521,987.00	43.65
EXPENSE	Expense						
200	Employee Benefits						
213-0000	Federal Insurance Contribution	204,885.68	0.00	0.00	981,713.78	1,800,000.00	54.54
214-0000	Medicare Only	236,238.44	0.00	0.00	992,081.42	2,090,000.00	47.47
	Total Employee Benefits	441,124.12	0.00	0.00	1,973,795.20	3,890,000.00	50.74
	Total Expense	441,124.12	0.00	0.00	1,973,795.20	3,890,000.00	50.74
	Total Net Change in Fund Balan	440,597.57-	0.00	0.00	436,595.82-	368,013.00-	118.64

Income Statement

Consolidated Site & Construction Fund Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE	Revenue						
LOCAL	Revenue from Local Sources						
1511-0000	Interest on Investments	2,775.07	0.00	0.00	26,768.39	90,000.00	29.74
1960-0000	Surplus from TIF Funds	0.00	0.00	0.00	2,123,559.47	3,900,000.00	54.45
	Total Revenue from Local Sourc	2,775.07	0.00	0.00	2,150,327.86	3,990,000.00	53.89
	Total Revenue	2,775.07	0.00	0.00	2,150,327.86	3,990,000.00	53.89
EXPENSE	Expense						
500	Capital Outlay						
521-0000	Buildings	284,937.61	0.00	0.00	8,526,571.70	11,117,060.00	76.70
531-0000	Improvements Other than Buildi	0.00	0.00	0.00	742,206.26	0.00	0.00
	Total Capital Outlay	284,937.61	0.00	0.00	9,268,777.96	11,117,060.00	83.37
700	Transfers						
703-0000	Transfer Fund Balance	0.00	0.00	0.00	0.00	2,500,000.00-	0.00
	Total Transfers	0.00	0.00	0.00	0.00	2,500,000.00-	0.00
	Total Expense	284,937.61	0.00	0.00	9,268,777.96	8,617,060.00	107.56
	Total Net Change in Fund Balan	282,162.54-	0.00	0.00	7,118,450.10-	4,627,060.00-	153.84

Income Statement

Consolidated		Impact Fees Fund			Consolidated		
Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE	Revenue						
LOCAL	Revenue from Local Sources						
1511-0000	Interest on Investments	8,146.63	0.00	0.00	88,153.92	24,000.00	367.31
1931-0000	Impact Fees-East Dundee/West D	0.00	0.00	0.00	0.00	180,500.00	0.00
1937-0000	Impact Fees-Hampshire	0.00	0.00	0.00	0.00	47,800.00	0.00
1938-0000	Impact Fees-Gilberts	0.00	0.00	0.00	0.00	86,400.00	0.00
1939-0000	Impact Fees-Algonquin/Carpente	0.00	0.00	0.00	0.00	211,700.00	0.00
1941-0000	Technology E-Rate Revenue	0.00	0.00	0.00	101,434.80	0.00	0.00
1942-0000	Impact Fees-City of Elgin	0.00	0.00	0.00	0.00	112,600.00	0.00
	Total Revenue from Local Sourc	8,146.63	0.00	0.00	189,588.72	663,000.00	28.60
	Total Revenue	8,146.63	0.00	0.00	189,588.72	663,000.00	28.60
EXPENSE	Expense						
	Total Net Change in Fund Balan	8,146.63	0.00	0.00	189,588.72	663,000.00	28.60

Income Statement

Consolidated | Working Capital Fund | Consolidated

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE	Revenue						
LOCAL	Revenue from Local Sources						
1111-0000	CUR YR General Levy	0.00	0.00	0.00	0.00	62,290.00	0.00
1112-0000	First PR YR General Levy	0.00	0.00	0.00	61,274.43	60,284.00	101.64
1511-0000	Interest on Investments	21,448.05	0.00	0.00	232,987.39	967,000.00	24.09
	Total Revenue from Local Sourc	21,448.05	0.00	0.00	294,261.82	1,089,574.00	27.01
	Total Revenue	21,448.05	0.00	0.00	294,261.82	1,089,574.00	27.01
EXPENSE	Expense						
	Total Net Change in Fund Balan	21,448.05	0.00	0.00	294,261.82	1,089,574.00	27.01

Income Statement

Consolidated		Tort Immunity Fund			Consolidated		
Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
REVENUE	Revenue						
LOCAL	Revenue from Local Sources						
1121-0000	CUR YR Tort Immunity Levy	0.00	0.00	0.00	931,897.91	878,439.00	106.09
1122-0000	First PR YR Tort Immunity Levy	0.00	0.00	0.00	0.00	850,155.00	0.00
1511-0000	Interest on Investments	0.00	0.00	0.00	243.79	82,000.00	.30
	Total Revenue from Local Sourc	0.00	0.00	0.00	932,141.70	1,810,594.00	51.48
	Total Revenue	0.00	0.00	0.00	932,141.70	1,810,594.00	51.48
EXPENSE	Expense						
300	Purchased Services						
382-0000	Fidelity Bond Premiums	0.00	0.00	0.00	18,750.00	18,750.00	100.00
383-0000	Worker's Compensation Insuranc	0.00	0.00	0.00	983,350.00	983,350.00	100.00
389-0000	Insurance-Fire-Theft-All Other	0.00	0.00	0.00	759,683.00	759,683.00	100.00
	Total Purchased Services	0.00	0.00	0.00	1,761,783.00	1,761,783.00	100.00
	Total Expense	0.00	0.00	0.00	1,761,783.00	1,761,783.00	100.00
	Total Net Change in Fund Balan	0.00	0.00	0.00	829,641.30-	48,811.00	1699.70-

Statement Posting Date February 2020	Merchant	Transaction Amount	Comments
2/5/2020	27 - Ec - Lou Malnatis	241.24	STAFF
1/29/2020	27 - Lou Malnatis Pizz	65.70	STAFF
2/3/2020	27 - Lou Malnatis Pizz	141.20	STAFF
1/13/2020	2962 Dominos Pizza	52.47	STUDENT
1/15/2020	2962 Dominos Pizza	26.98	STUDENT
1/27/2020	814 Bowlero 8003425263	518.78	STUDENT
1/6/2020	Adobe Products	9.99	STAFF
1/13/2020	Adobe Stock	29.99	STAFF
1/13/2020	Al Piemonte Chevrolet	26.62	BUILDING
1/15/2020	Aldi 40029	5.00	FACS
1/15/2020	Aldi 40029	12.65	STUDENT
2/5/2020	Aldi 40037	9.96	STUDENT
1/30/2020	Aldi 40061	15.28	STUDENT
2/3/2020	Aldi 40061	4.08	STUDENT
2/3/2020	Alexanders Steakhouse	243.38	TRAVEL
2/3/2020	Alexanders Steakhouse	259.18	TRAVEL
2/3/2020	Alexanders Steakhouse	1514.42	TRAVEL
2/3/2020	Allegro Apparel & Plaq	70.00	STUDENT
2/3/2020	Allegro Apparel & Plaq	70.00	TRAVEL
2/3/2020	Amazon.Com 338854ff3	23.78	STAFF
1/8/2020	Amazon.Com Fq3wi6253	92.34	BUILDING
2/3/2020	Amazon.Com Ty7uy3zt3	23.78	STAFF
1/23/2020	American 00121106983476	326.80	TRAVEL
1/29/2020	American 0012112098537	333.80	TRAVEL
1/29/2020	American 0012112098538	333.80	TRAVEL
1/29/2020	American 0012112098539	333.80	TRAVEL
1/30/2020	American 00123850718339	-273.49	TRAVEL
1/16/2020	American 00123991968111	461.80	TRAVEL
1/16/2020	American Assoc Of Scho	1910.00	STAFF
1/10/2020	Anderson Lock Co	555.92	BG
2/3/2020	Anderson Lock Co	138.45	BG
1/20/2020	Ap3972377	900.00	STAFF
1/22/2020	Apple Store #r018	209.10	STAFF
1/9/2020	Asbo	1130.00	STAFF
1/22/2020	Asi	352.00	TRAVEL
1/30/2020	Atomatic Mechanical Se	224.00	BG
1/8/2020	Batteries Plus #0456	29.42	BG
1/9/2020	Batteries Plus #0456	14.71	BG
1/23/2020	Batteries Plus #0456	16.82	BG
1/24/2020	Batteries Plus #0456	19.96	BG
1/31/2020	Batteries Plus #0456	29.90	BUILDING
1/10/2020	Berlands Inc	147.93	BG
1/10/2020	Best Buy Mht 00011692	214.99	STAFF
2/4/2020	Billy Goat Ord	11.16	STAFF
1/16/2020	Blockj Fresh Market	6.98	FACS
1/24/2020	Blockj Fresh Market	2.83	FACS
2/5/2020	Blockj Fresh Market	3.38	FACS
1/27/2020	Buck Bros Inc	153.50	BUILDING
1/15/2020	Buona Algonquin #20	36.00	STAFF
1/27/2020	Butera Fruit Market	41.83	FACS
1/30/2020	Butera Fruit Market	83.27	FACS
2/3/2020	Bww 3246 East Peoria	418.11	STUDENT

1/16/2020	C & L Rentals	52.52	BG
1/13/2020	Caseys Gen Store 1655	71.66	TRAVEL
2/3/2020	Caseys Gen Store 3438	30.05	TRAVEL
2/3/2020	Caseys Metmora	46.21	TRAVEL
1/24/2020	Catering Made Simple	220.00	STUDENT
1/24/2020	Catering Made Simple	220.00	STUDENT
1/24/2020	Catering Made Simple	300.00	STUDENT
1/31/2020	Chili S Grill & Bar 43	403.04	STUDENT
1/9/2020	Chipotle 0999	103.20	STUDENT
1/13/2020	Cke M&p Eatery Carpe 2	259.73	STAFF
1/6/2020	Cowriter	9.98	STUDENT
1/28/2020	Crown Awards Inc	49.87	STUDENT
1/17/2020	Deals Source Direct	41.62	BUILDING
1/17/2020	Decker Equipment	70.45	BG
2/5/2020	Der Biergarten	27.87	TRAVEL
2/5/2020	Disney Resorts-Rese	241.88	TRAVEL
1/10/2020	Dollar Tree	10.00	STUDENT
1/21/2020	Dollar Tree	73.00	STUDENT
1/23/2020	Dollar Tree	20.00	STAFF
1/28/2020	Dollar Tree	24.00	FACS
1/17/2020	Dominicks Pizzeria	57.25	STAFF
2/3/2020	Dominos 2810	82.59	TRAVEL
1/10/2020	Dominos 2962	119.49	STUDENT
1/20/2020	Dominos 2962	279.49	STUDENT
1/28/2020	Dominos 2962	45.08	STUDENT
1/31/2020	Dominos 2962	150.49	STUDENT
2/3/2020	Dominos 2962	45.49	STUDENT
1/28/2020	Dominos 2990	52.49	STUDENT
1/27/2020	Dunkin #337637 Q35	16.98	STUDENT
1/22/2020	Dunkin #347245 Q35	39.97	STAFF
1/7/2020	Eds Rental And Sales	111.36	BG
1/27/2020	Eds Rental And Sales	40.00	BG
1/23/2020	Eig Constantcontact.C	95.00	STAFF
1/16/2020	Einstein Bros-Online C	79.49	STAFF
1/16/2020	El Fuego	330.00	STAFF
1/28/2020	Elgin Key & Lock Co In	27.81	BG
1/30/2020	Elgin Key & Lock Co In	10.12	BG
1/7/2020	Everything Floral	258.89	STAFF
1/22/2020	Everything Floral	108.90	STAFF
1/23/2020	Everything Floral	78.80	STAFF
1/23/2020	Execucar Affiliates	-123.31	TRAVEL
1/23/2020	Execucar Affiliates	-123.31	TRAVEL
1/7/2020	Ferguson Ent #1123	11.46	BG
1/8/2020	Ferguson Ent #1123	129.96	BG
1/15/2020	Ferguson Ent #1123	152.43	BG
1/20/2020	Ferguson Ent #1123	11.39	BG
1/22/2020	Ferguson Ent #1123	56.05	BG
1/27/2020	Ferguson Ent #1123	164.66	BG
1/29/2020	Ferguson Ent #1123	61.20	BG
1/31/2020	Ferguson Ent #1123	53.22	BG
2/3/2020	Ferguson Ent #1123	124.09	BUILDING
2/5/2020	Five Below 716	40.00	STUDENT
2/3/2020	Four Points Sheraton F	15.00	TRAVEL
1/27/2020	Freshworks Inc	100.00	STAFF
2/5/2020	G&o Thermal Supply	586.35	BG
1/27/2020	G.W. Berkheimer Eg	234.79	BG
1/29/2020	G.W. Berkheimer Eg	619.93	BG

1/29/2020	Garibaldis Italian Eat	136.11	STUDENT
1/20/2020	Gfs Store #0662	89.31	STUDENT
2/3/2020	Glazier Clinics	499.00	STUDENT
1/30/2020	Grainger	32.48	BG
1/30/2020	Grainger	379.32	BG
2/3/2020	Grainger	139.78	BG
1/20/2020	Grammarly Corahwp8w	29.95	STAFF
1/20/2020	Groovy S Pizza	26.49	TRAVEL
1/7/2020	Gustave A Larson Compa	69.94	BG
1/7/2020	Gustave A Larson Compa	25.84	BG
1/7/2020	Gustave A Larson Compa	89.33	BG
1/13/2020	Gustave A Larson Compa	39.13	BG
1/14/2020	Gustave A Larson Compa	11.81	BG
1/20/2020	Gustave A Larson Compa	55.20	BG
1/23/2020	Gustave A Larson Compa	31.80	BG
1/23/2020	Gustave A Larson Compa	11.57	BG
1/30/2020	Gustave A Larson Compa	12.30	BG
1/30/2020	Gustave A Larson Compa	36.34	BG
2/4/2020	Gymnastics Etc., Ltd	50.00	STUDENT
1/15/2020	H And M Limousine Serv	83.25	TRAVEL
1/20/2020	H And M Limousine Serv	75.20	TRAVEL
1/24/2020	H And M Limousine Serv	-8.05	TRAVEL
1/31/2020	Hampton Inn & Suites	289.28	TRAVEL
1/31/2020	Hampton Inn & Suites	289.28	TRAVEL
1/31/2020	Hampton Inn & Suites	289.28	TRAVEL
2/5/2020	Help@scribblemaps.Com	79.99	STAFF
1/20/2020	Heritage Food Service	30.34	BG
2/5/2020	Hobby-Lobby #520	8.97	STUDENT
1/13/2020	Holiday Inn Express	2649.00	TRAVEL
1/13/2020	Holiday Inn Express	2913.90	TRAVEL
2/3/2020	Hoops Pub & Pizzeria	15.30	STUDENT
2/3/2020	Hoops Pub & Pizzeria	99.20	STUDENT
2/3/2020	Hoops Pub & Pizzeria	5.38	TRAVEL
1/13/2020	Hyatt Place Bloomingto	2665.60	TRAVEL
1/14/2020	Illinois Asbo	265.00	STAFF
1/23/2020	Illinois Asbo	545.00	STAFF
1/23/2020	Illinois Asbo	750.00	STAFF
2/5/2020	Illinois Asbo	220.00	STAFF
1/23/2020	Illinois School Psycho	325.00	STAFF
1/30/2020	Ilmea_student_programs	95.00	TRAVEL
2/3/2020	In Allegro Apparel An	50.00	STUDENT
2/3/2020	Indeed	326.27	STAFF
1/15/2020	Int In Original Bubs	54.99	STAFF
1/24/2020	Isu Conferences	396.00	STAFF
2/3/2020	J.W. Pepper	229.00	STUDENT
1/9/2020	Jewel-Osco	30.00	STUDENT
1/13/2020	Jewel-Osco	10.47	STUDENT
1/16/2020	Jewel-Osco	23.24	STUDENT
1/17/2020	Jewel-Osco	71.93	STAFF
1/22/2020	Jewel-Osco	40.44	STUDENT
1/27/2020	Jewel-Osco	15.00	STUDENT
1/27/2020	Jewel-Osco	24.88	FACS
1/29/2020	Jewel-Osco	52.00	FACS
1/29/2020	Jewel-Osco	20.45	STUDENT
1/31/2020	Jewel-Osco	7.25	FACS
2/3/2020	Jewel-Osco	13.98	STUDENT
2/3/2020	Jewel-Osco	16.25	FACS

2/5/2020	Jewel-Osco	67.41	FACS
1/20/2020	Jimmy Johns - 0024	77.66	STUDENT
1/31/2020	Jimmy Johns - 28	21.51	TRAVEL
1/31/2020	Jimmy Johns - 28	44.21	STUDENT
2/3/2020	Jimmy Johns - 28	17.82	TRAVEL
1/31/2020	Jimmy Johns - 28 - Eco	18.93	STUDENT
1/31/2020	Jimmy Johns - 28 - Eco	166.62	STUDENT
1/20/2020	Jimmy Johns - 836 - Mo	141.83	STUDENT
1/23/2020	Jimmy Johns # 466	318.00	STAFF
1/23/2020	Jimmy Johns # 466 - M	70.54	STAFF
1/28/2020	Jimmy Johns # 500	44.88	TRAVEL
2/3/2020	Jims Downtown Steakhou	47.95	TRAVEL
2/3/2020	Jims Downtown Steakhou	55.10	STUDENT
2/3/2020	Jims Downtown Steakhou	886.90	STUDENT
2/3/2020	Jims Downtown Steakhou	46.75	TRAVEL
2/3/2020	Jims Downtown Steakhou	40.75	TRAVEL
1/13/2020	Joann Stores #2465	40.47	STUDENT
1/20/2020	Joann Stores #2465	96.39	STUDENT
2/3/2020	Joann Stores #2465	211.42	STUDENT
1/27/2020	Kingston Lanes - Resta	21.00	BG
1/28/2020	Little Caesars 1551 00	42.00	STUDENT
2/3/2020	Little Caesars 2100-00	35.00	STUDENT
2/4/2020	Lyft Ride Mon 12pm	9.11	TRAVEL
2/4/2020	Lyft Ride Mon 6am	18.73	TRAVEL
1/31/2020	Mariahs Restaurant	21.01	TRAVEL
1/6/2020	Marriott New Orleans	772.44	TRAVEL
2/3/2020	Marriott Peoria Pere M	62.40	TRAVEL
2/3/2020	Marriott Peoria Pere M	552.00	TRAVEL
2/3/2020	Marriott Peoria Pere M	8832.00	TRAVEL
2/3/2020	Marriott Pere Peoria M	2.45	TRAVEL
2/3/2020	Marriott Pere Peoria M	8.00	TRAVEL
2/3/2020	Marriott Pere Peoria M	22.45	TRAVEL
2/3/2020	Marriott Pere Peoria M	16.50	TRAVEL
2/3/2020	Marriott Pere Peoria M	13.00	TRAVEL
2/3/2020	Marriott Pere Peoria M	82.00	TRAVEL
2/3/2020	Marriott Pere Peoria M	16.00	TRAVEL
2/3/2020	Marriott Pere Peoria M	61.30	TRAVEL
2/3/2020	Marriott Pere Peoria M	63.00	TRAVEL
2/3/2020	Marriott Pere Peoria M	107.00	TRAVEL
2/3/2020	Marriott Pere Peoria M	30.88	TRAVEL
2/3/2020	Marriott Pere Peoria M	108.00	TRAVEL
2/3/2020	Marriott Pere Peoria M	6.00	TRAVEL
2/3/2020	Marriott Pere Peoria M	28.00	TRAVEL
2/3/2020	Marriott Pere Peoria M	125.00	STUDENT
2/3/2020	Marriott Pere Peoria M	125.00	STUDENT
2/3/2020	Marriott Pere Peoria M	69.00	STUDENT
2/3/2020	Marriott Pere Peoria M	35.00	STUDENT
2/3/2020	Marriott Pere Peoria M	87.00	STUDENT
2/3/2020	Marriott Pere Peoria M	17.00	TRAVEL
2/3/2020	Marriott Pere Peoria M	17.00	TRAVEL
2/5/2020	Marriott S Diego Marin	325.90	TRAVEL
2/5/2020	Marriott S Diego Marin	325.90	TRAVEL
2/5/2020	Marriott S Diego Marin	325.90	TRAVEL
2/5/2020	Marta Tvm 00000018	3.50	TRAVEL
1/22/2020	McAlisters Deli 10134	360.53	STAFF
2/3/2020	McDonalds F12931	62.97	STUDENT
1/13/2020	Meijer # 183	8.37	STUDENT

1/31/2020	Meijer # 183	5.96	STUDENT
1/10/2020	Meijer # 206	68.23	FACS
1/13/2020	Meijer # 206	194.99	FACS
1/13/2020	Meijer # 206	28.46	FACS
1/15/2020	Meijer # 206	9.36	STUDENT
1/15/2020	Meijer # 206	12.06	STUDENT
1/17/2020	Meijer # 206	59.44	FACS
1/17/2020	Meijer # 206	34.93	STAFF
1/20/2020	Meijer # 206	29.79	STUDENT
1/20/2020	Meijer # 206	50.42	FACS
1/23/2020	Meijer # 206	53.77	FACS
1/24/2020	Meijer # 206	17.07	STUDENT
1/24/2020	Meijer # 206	40.14	FACS
1/27/2020	Meijer # 206	42.08	STAFF
1/27/2020	Meijer # 206	12.57	FACS
1/27/2020	Meijer # 206	51.39	FACS
1/30/2020	Meijer # 206	9.95	FACS
1/30/2020	Meijer # 206	156.85	FACS
1/31/2020	Meijer # 206	16.57	STUDENT
1/31/2020	Meijer # 206	11.85	FACS
1/31/2020	Meijer # 206	25.25	STUDENT
2/3/2020	Meijer # 206	4.86	FACS
2/3/2020	Meijer # 206	29.82	FACS
2/5/2020	Meijer # 206	18.99	STUDENT
2/5/2020	Meijer # 206	45.56	STAFF
2/5/2020	Meijer # 206	49.09	FACS
2/3/2020	Meijer Inc #206 Q01	29.33	TRAVEL
1/6/2020	Menards Carpentersvill	34.99	BG
1/6/2020	Menards Carpentersvill	143.96	BUILDING
1/6/2020	Menards Carpentersvill	19.43	BUILDING
1/8/2020	Menards Carpentersvill	50.85	BUILDING
1/9/2020	Menards Carpentersvill	38.64	BG
1/9/2020	Menards Carpentersvill	23.43	BG
1/10/2020	Menards Carpentersvill	114.05	BUILDING
1/13/2020	Menards Carpentersvill	9.98	BG
1/13/2020	Menards Carpentersvill	36.96	BUILDING
1/16/2020	Menards Carpentersvill	23.46	BUILDING
1/16/2020	Menards Carpentersvill	63.48	BUILDING
1/17/2020	Menards Carpentersvill	7.20	BG
1/17/2020	Menards Carpentersvill	8.23	BUILDING
1/20/2020	Menards Carpentersvill	14.44	BG
1/20/2020	Menards Carpentersvill	101.35	BUILDING
1/23/2020	Menards Carpentersvill	44.23	BG
1/23/2020	Menards Carpentersvill	5.97	BG
1/24/2020	Menards Carpentersvill	66.37	BG
1/27/2020	Menards Carpentersvill	15.05	BG
1/27/2020	Menards Carpentersvill	106.09	BG
1/27/2020	Menards Carpentersvill	17.98	BUILDING
1/27/2020	Menards Carpentersvill	79.59	BUILDING
1/29/2020	Menards Carpentersvill	36.43	BG
1/29/2020	Menards Carpentersvill	51.51	BG
1/30/2020	Menards Carpentersvill	33.70	BUILDING
1/30/2020	Menards Carpentersvill	49.92	BUILDING
1/31/2020	Menards Carpentersvill	31.85	BG
2/3/2020	Menards Carpentersvill	71.33	BG
2/3/2020	Menards Carpentersvill	69.95	BG
2/5/2020	Menards Carpentersvill	24.98	BG

2/5/2020	Menards Carpentersvill	69.92	BG
1/15/2020	Menards Woodstock Il	62.63	STUDENT
1/17/2020	Miami Beach Cc Conc 00	19.00	TRAVEL
1/29/2020	Michaels #9490	106.99	STUDENT
2/3/2020	Midwest Sheet Music	252.55	STUDENT
1/24/2020	Nametagcountry.Com	42.02	STAFF
1/13/2020	Napa Auto Parts	2.43	BUILDING
1/24/2020	Napa Auto Parts	50.41	BG
1/14/2020	Napa Parts 0031239	16.11	BUILDING
1/16/2020	Napa Parts 0031239	15.06	BUILDING
1/6/2020	Neuco Inc	224.67	BG
1/14/2020	Neuco Inc	93.38	BG
1/31/2020	Neuco Inc	317.56	BG
2/4/2020	Nfhsnetwork.Com	10.99	STUDENT
2/3/2020	Obed & Isaacs Microbre	35.20	STUDENT
2/3/2020	Obed & Isaacs Microbre	28.72	STUDENT
1/10/2020	Office Depot #2314	71.38	STAFF
1/13/2020	Office Depot #2314	40.07	STAFF
1/16/2020	Office Depot #2314	21.96	STAFF
1/23/2020	Office Depot #2314	9.69	STAFF
2/4/2020	Online Training	1971.00	STAFF
1/17/2020	Oreilly Auto Parts 34	107.94	BG
1/29/2020	Panera Bread #203286	535.05	STAFF
1/27/2020	Panera Bread #203291 P	48.38	BG
1/17/2020	Papa Johns #4534	87.00	STUDENT
1/27/2020	Papa Johns #4534	128.39	STUDENT
2/4/2020	Par-A-Dice Hotel	264.32	TRAVEL
1/24/2020	Party City 1002	0.01	STUDENT
1/24/2020	Party City 1002	191.64	STUDENT
1/29/2020	Party City 5318	49.43	STAFF
1/30/2020	Party City 5318	12.49	STUDENT
1/13/2020	Paypal Ihsbca	100.00	STAFF
1/13/2020	Paypal Ihsbca	210.00	STAFF
1/9/2020	Pitney Bowes Pi	226.08	POSTAGE
1/28/2020	Pizanos Pizza	396.00	STUDENT
1/20/2020	Pleasant Solutions	12.50	STAFF
1/31/2020	Porter Pipe & Supply	229.41	BG
1/31/2020	Proline Embroidery	340.95	STAFF
1/29/2020	Psu 2020 Payments	2200.00	STAFF
1/29/2020	Psu 2020 Payments	2200.00	STAFF
1/29/2020	Psu 2020 Payments	2200.00	STAFF
1/31/2020	Qdoba 2584	51.75	TRAVEL
1/31/2020	Qdoba 2584	38.50	TRAVEL
1/31/2020	Qdoba 2584	42.65	STUDENT
2/4/2020	Quality Inn	353.40	TRAVEL
1/14/2020	Ra Adams Enterprises I	699.65	BG
1/29/2020	Ra Adams Enterprises I	210.60	BG
1/29/2020	Ra Adams Enterprises I	363.30	BG
1/31/2020	Ra Adams Enterprises I	345.60	BG
1/10/2020	Radwell International	476.90	BG
1/13/2020	Randall Ro Randall Ro	27.05	STAFF
2/4/2020	Randall Roadhouse	480.00	STAFF
1/30/2020	Red Robin No 343	111.48	STUDENT
1/24/2020	Rosatis Pizza - Hamps	94.35	STUDENT
1/28/2020	Rosatis Pizza - Hamps	7.65	STUDENT
2/5/2020	Rosatis Pizza - Hamps	250.79	STAFF
2/3/2020	Rumbergers Bar &grill	31.24	STUDENT

1/9/2020	Russo Power Equipment	155.90	BG
1/13/2020	Sams Club #4942	123.94	FACS
1/27/2020	Sams Club #4942	62.51	FACS
1/15/2020	Sams Club #6339	24.24	STAFF
1/29/2020	Sams Club #6339	96.61	STUDENT
1/31/2020	Sams Club #6339	104.81	STUDENT
2/3/2020	Sams Club #6339	29.96	STUDENT
1/16/2020	Samsclub #4942	53.85	STAFF
1/13/2020	Samsclub #6339	61.78	STAFF
1/13/2020	Samsclub #6339	55.68	STUDENT
1/15/2020	Samsclub #6339	676.96	STUDENT
1/16/2020	Samsclub #6339	343.20	STUDENT
1/23/2020	Samsclub #6339	157.38	STUDENT
2/5/2020	Samsclub.Com	131.76	STUDENT
2/5/2020	Samsclub.Com	580.00	STAFF
1/7/2020	Schneiderelectbld Amer	770.00	BG
1/20/2020	Screencloud	20.00	STAFF
1/13/2020	Sherwin Williams 70304	-15.14	BG
1/13/2020	Sherwin Williams 70304	27.78	BG
1/27/2020	Sherwin Williams 70304	387.00	BG
1/28/2020	Sherwin Williams 70304	103.78	BUILDING
1/29/2020	Sherwin Williams 70304	122.40	BG
1/15/2020	Siteone Landscape Supp	308.16	BG
2/3/2020	Sleep Inn & Suites Was	165.76	TRAVEL
2/3/2020	Sleep Inn & Suites Was	210.56	TRAVEL
1/6/2020	Snap&read	3.99	STUDENT
1/9/2020	Sp Heartek-Usa.Com	444.56	STUDENT
1/9/2020	Sp Heartek-Usa.Com	444.56	STUDENT
2/3/2020	Sprnghl Suites Peoria	192.66	TRAVEL
2/3/2020	Sprnghl Suites Peoria	192.66	TRAVEL
2/3/2020	Sprnghl Suites Peoria	192.66	TRAVEL
2/3/2020	Sprnghl Suites Peoria	192.66	TRAVEL
2/3/2020	Sprnghl Suites Peoria	192.66	TRAVEL
2/3/2020	Sprnghl Suites Peoria	192.66	TRAVEL
2/3/2020	Sprnghl Suites Peoria	192.66	TRAVEL
2/3/2020	Sprnghl Suites Peoria	192.66	TRAVEL
2/3/2020	Sprnghl Suites Peoria	192.66	TRAVEL
1/27/2020	Sq Dundee Crown Athle	24.50	STUDENT
1/27/2020	Sq Dundee Crown Athle	41.00	STUDENT
2/4/2020	Sq Dundee Crown Athle	24.00	STUDENT
2/3/2020	Sq Rhythm Kitchen Inc	18.88	TRAVEL
1/31/2020	Sq Savor At Peoria Ci	4.25	TRAVEL
1/17/2020	Sq Sq Dundee Crown A	41.00	STUDENT
1/6/2020	Square Sq Ians Pizz	397.40	STUDENT
1/7/2020	Steiner Elec Crystal L	47.88	BG
1/10/2020	Steiner Elec Crystal L	454.53	BG
1/13/2020	Steiner Elec Crystal L	71.16	BG
1/15/2020	Steiner Elec Crystal L	33.95	BG
1/29/2020	Steiner Elec Crystal L	69.41	BG
1/29/2020	Steiner Elec Crystal L	676.02	BG
1/29/2020	Steiner Elec Crystal L	82.48	BG
1/30/2020	Steiner Elec Crystal L	156.64	BG
2/3/2020	Steiner Elec Crystal L	42.56	BG
2/5/2020	Steiner Elec Crystal L	162.90	BG
1/13/2020	Sticker Mule	423.50	STUDENT
1/31/2020	Sticker Mule	172.00	STAFF
1/21/2020	Subway 03023389	53.22	STUDENT

1/16/2020	Sweet Liberty	35.00	TRAVEL
1/20/2020	Symplicity Corp	250.00	STAFF
1/10/2020	Target 00018010	15.02	STUDENT
1/24/2020	Target 00018010	10.99	STUDENT
2/3/2020	Target 00018010	23.99	STUDENT
1/9/2020	Taylor Street Pizza	68.23	STAFF
1/13/2020	Taylor Street Pizza	197.50	STAFF
1/17/2020	Taylor Street Pizza	76.00	STAFF
1/20/2020	Taylor Street Pizza	266.00	STUDENT
1/20/2020	Taylor Street Pizza	302.50	STAFF
1/30/2020	Taylor Street Pizza	180.00	STAFF
1/8/2020	Teacherspayteachers.Co	7.00	STUDENT
1/8/2020	Teacherspayteachers.Co	126.28	STUDENT
1/8/2020	Teacherspayteachers.Co	129.57	STUDENT
1/14/2020	Teacherspayteachers.Co	43.05	STUDENT
1/15/2020	Teacherspayteachers.Co	26.95	STUDENT
1/15/2020	Teacherspayteachers.Co	63.00	STUDENT
2/4/2020	Teacherspayteachers.Co	10.50	STUDENT
1/9/2020	Tec #124	85.02	BG
2/5/2020	Ted S Montana Grill -	37.58	TRAVEL
1/30/2020	The Algonquin Sub Shop	328.00	STAFF
1/20/2020	The Center Resources	310.00	STAFF
1/13/2020	The Home Depot #1927	68.73	STAFF
1/6/2020	The Home Depot #1940	21.48	BG
1/6/2020	The Home Depot #1940	0.71	BG
1/6/2020	The Home Depot #1940	12.23	BG
1/6/2020	The Home Depot #1940	173.92	BG
1/6/2020	The Home Depot #1940	38.01	BG
1/6/2020	The Home Depot #1940	75.05	BG
1/6/2020	The Home Depot #1940	41.90	BG
1/8/2020	The Home Depot #1940	29.86	BG
1/9/2020	The Home Depot #1940	7.48	BG
1/9/2020	The Home Depot #1940	5.94	BG
1/9/2020	The Home Depot #1940	60.89	BG
1/9/2020	The Home Depot #1940	149.97	BG
1/10/2020	The Home Depot #1940	37.94	BG
1/10/2020	The Home Depot #1940	23.36	BG
1/10/2020	The Home Depot #1940	26.97	BUILDING
1/13/2020	The Home Depot #1940	51.56	BUILDING
1/13/2020	The Home Depot #1940	40.74	BUILDING
1/15/2020	The Home Depot #1940	8.36	BG
1/16/2020	The Home Depot #1940	35.88	BG
1/16/2020	The Home Depot #1940	23.76	BG
1/17/2020	The Home Depot #1940	11.38	BG
1/17/2020	The Home Depot #1940	30.59	BG
1/20/2020	The Home Depot #1940	72.48	BG
1/20/2020	The Home Depot #1940	4.27	BG
1/23/2020	The Home Depot #1940	34.98	BG
1/24/2020	The Home Depot #1940	78.91	BG
1/24/2020	The Home Depot #1940	8.54	BG
1/24/2020	The Home Depot #1940	113.58	BG
1/24/2020	The Home Depot #1940	22.50	BG
1/24/2020	The Home Depot #1940	109.08	STUDENT
1/27/2020	The Home Depot #1940	31.35	BG
1/27/2020	The Home Depot #1940	79.82	BG
1/27/2020	The Home Depot #1940	11.23	BG
1/27/2020	The Home Depot #1940	14.16	BG

1/27/2020	The Home Depot #1940	18.46	BG
1/27/2020	The Home Depot #1940	79.43	BG
1/27/2020	The Home Depot #1940	15.94	BG
1/30/2020	The Home Depot #1940	11.86	BG
1/30/2020	The Home Depot #1940	5.78	BG
1/31/2020	The Home Depot #1940	37.76	BUILDING
1/31/2020	The Home Depot #1940	33.44	BG
1/31/2020	The Home Depot #1940	8.41	BG
1/31/2020	The Home Depot #1940	79.18	BG
1/31/2020	The Home Depot #1940	22.47	BUILDING
2/3/2020	The Home Depot #1940	44.48	BG
1/6/2020	The Home Depot #1948	23.37	BUILDING
1/8/2020	The Home Depot #1948	13.28	BG
1/13/2020	The Home Depot #1948	19.44	BG
1/13/2020	The Home Depot #1948	48.24	BG
1/15/2020	The Home Depot #1948	49.80	BUILDING
1/17/2020	The Home Depot #1948	8.67	BG
1/20/2020	The Home Depot #1948	10.14	BG
1/23/2020	The Home Depot #1948	16.40	BG
1/27/2020	The Home Depot #1948	450.47	STUDENT
1/29/2020	The Home Depot #1948	75.94	STUDENT
1/30/2020	The Home Depot #1948	156.03	BG
1/31/2020	The Home Depot #1948	119.91	BG
2/3/2020	The Home Depot #1948	40.79	BG
2/3/2020	The Home Depot #1948	22.02	BG
2/5/2020	The Home Depot #1948	63.35	BUILDING
1/6/2020	The Home Depot 1940	81.84	BG
1/10/2020	The Home Depot 1948	338.48	BUILDING
1/13/2020	The Home Depot 1948	100.91	BUILDING
1/16/2020	The Home Depot 1948	558.00	BG
1/27/2020	The Home Depot 1948	81.94	BG
1/29/2020	The Home Depot 1948	443.86	BUILDING
2/3/2020	The Home Depot 1948	91.07	STUDENT
2/3/2020	The Home Depot 1948	320.32	STUDENT
2/3/2020	The Home Depot 1948	80.95	BUILDING
1/20/2020	The Royal Palm Miami	1190.16	TRAVEL
1/20/2020	The Royal Palm Miami F	45.72	TRAVEL
1/16/2020	Thermosystems, Inc.	24.66	BG
1/14/2020	Thorntons #0306	54.81	STUDENT
2/4/2020	Thorntons #0351	33.41	TRAVEL
1/6/2020	Tractor Supply # 131	25.36	STUDENT
1/22/2020	Tractor Supply # 131	11.17	BG
1/24/2020	Tractor Supply # 131	3.49	BG
1/7/2020	Trainingcenter/Hrcerti	99.00	STAFF
1/6/2020	Trane Supply-112420	203.02	BG
1/9/2020	Trane Supply-112420	10.50	BG
1/9/2020	Trane Supply-112420	80.12	BG
1/9/2020	Trane Supply-112420	114.16	BG
1/10/2020	Trane Supply-112420	24.38	BG
1/10/2020	Trane Supply-112420	1105.84	BG
1/13/2020	Trane Supply-112420	397.76	BG
1/13/2020	Trane Supply-112420	325.92	BG
1/16/2020	Trane Supply-112420	440.20	BG
1/17/2020	Trane Supply-112420	61.34	BG
1/23/2020	Trane Supply-112420	371.93	BG
1/23/2020	Trane Supply-112420	121.80	BG
1/23/2020	Trane Supply-112420	445.10	BG

1/27/2020	Trane Supply-112420	686.76	BG
1/27/2020	Trane Supply-112420	66.57	BG
1/29/2020	Trane Supply-112420	16.25	BG
1/29/2020	Trane Supply-112420	966.16	BG
1/30/2020	Trane Supply-112420	39.19	BG
1/30/2020	Trane Supply-112420	550.82	BG
1/31/2020	Trane Supply-112420	27.31	BG
1/31/2020	Trane Supply-112420	229.20	BG
1/31/2020	Trane Supply-112420	245.44	BG
2/3/2020	Trane Supply-112420	351.21	BG
2/5/2020	Trane Supply-112420	54.62	BG
2/5/2020	Trane Supply-112420	478.86	BG
1/16/2020	Tropicana Rooms	119.05	TRAVEL
1/30/2020	Tst Head West Sub Sho	10.16	TRAVEL
1/31/2020	Tst Head West Sub Sho	13.60	TRAVEL
1/31/2020	Tst The Filling Stati	39.45	STAFF
1/20/2020	U Of Il Online Payment	48.00	STUDENT
1/20/2020	U Of Il Online Payment	60.00	STUDENT
1/15/2020	Uber Trip	20.80	TRAVEL
1/20/2020	Uber Trip	21.63	TRAVEL
2/4/2020	Uber Trip	40.43	STAFF
1/20/2020	Uic Career Services	230.00	STAFF
2/3/2020	Ulrichs Rebellion	20.00	TRAVEL
1/29/2020	United Refrig Br #407	285.20	BG
1/6/2020	Usps Po 1600960102	55.00	POSTAGE
1/20/2020	Usps Po 1600960102	8.00	POSTAGE
1/23/2020	Usps Po 1600960102	6.85	POSTAGE
2/5/2020	Usps Po 1600960102	61.95	POSTAGE
2/5/2020	Usps Po 1600960102	8.80	STUDENT
1/7/2020	Usps Po 1633960140	1.60	STUDENT
1/20/2020	Usps Po 1633960140	4.45	STUDENT
1/27/2020	Usps Po 1633960140	1.60	POSTAGE
1/14/2020	Varsity Spirit Clothin	72.40	STUDENT
2/3/2020	Village Pizza And Pub	375.50	STUDENT
2/3/2020	Wal-Mart #1028	22.86	TRAVEL
1/24/2020	Wal-Mart #1413	29.15	STAFF
1/29/2020	Wal-Mart #1413	7.44	STUDENT
1/27/2020	Wal-Mart #1420	11.52	STUDENT
1/9/2020	Wal-Mart #1531	78.74	STAFF
1/9/2020	Wal-Mart #1531	48.86	FACS
1/10/2020	Wal-Mart #1531	76.47	STUDENT
1/10/2020	Wal-Mart #1531	10.72	STUDENT
1/10/2020	Wal-Mart #1531	20.41	STUDENT
1/13/2020	Wal-Mart #1531	37.67	FACS
1/15/2020	Wal-Mart #1531	24.92	STUDENT
1/15/2020	Wal-Mart #1531	38.25	FACS
1/16/2020	Wal-Mart #1531	67.18	STAFF
1/17/2020	Wal-Mart #1531	44.16	STUDENT
1/20/2020	Wal-Mart #1531	24.47	STUDENT
1/22/2020	Wal-Mart #1531	32.94	STAFF
1/22/2020	Wal-Mart #1531	66.46	FACS
1/23/2020	Wal-Mart #1531	3.84	STUDENT
1/27/2020	Wal-Mart #1531	35.34	STUDENT
1/29/2020	Wal-Mart #1531	41.52	STUDENT
1/31/2020	Wal-Mart #1531	8.93	FACS
2/3/2020	Wal-Mart #1531	333.90	STUDENT
2/4/2020	Wal-Mart #1531	51.72	STAFF

2/4/2020	Wal-Mart #1531	64.91	FACS
2/4/2020	Wal-Mart #1531	110.03	STAFF
2/5/2020	Wal-Mart #1531	198.00	BUILDING
1/13/2020	Wal-Mart #3434	19.96	STUDENT
1/17/2020	Wal-Mart #3434	36.48	STUDENT
1/27/2020	Wal-Mart #3434	26.94	STUDENT
1/7/2020	Wal-Mart #4641	37.72	STAFF
1/10/2020	Wal-Mart #4641	23.48	FACS
1/14/2020	Wal-Mart #4641	86.06	FACS
1/15/2020	Wal-Mart #4641	55.00	STUDENT
1/15/2020	Wal-Mart #4641	6.80	STUDENT
1/16/2020	Wal-Mart #4641	81.13	STAFF
1/22/2020	Wal-Mart #4641	92.46	STAFF
1/22/2020	Wal-Mart #4641	41.06	FACS
1/27/2020	Wal-Mart #4641	10.65	FACS
1/28/2020	Wal-Mart #4641	85.23	FACS
2/4/2020	Wal-Mart #4641	37.84	STAFF
1/13/2020	Wal-Mart #5060	19.60	STAFF
1/22/2020	Wal-Mart #5060	71.04	STUDENT
1/27/2020	Wal-Mart #5060	88.57	STUDENT
2/3/2020	Wal-Mart #5060	35.95	STUDENT
2/5/2020	Wal-Mart #5060	24.16	FACS
1/28/2020	Wal-Mart #5276	350.70	STUDENT
1/22/2020	Walmart Grocery	224.53	STAFF
1/30/2020	Walmart Grocery	55.43	STAFF
1/9/2020	Walmart.Com	35.83	STUDENT
1/13/2020	Walmart.Com	47.02	STUDENT
2/3/2020	Walmart.Com	13.78	STUDENT
1/6/2020	West Side Electric Sup	96.35	BG
1/15/2020	West Side Electric Sup	8.60	BG
1/23/2020	Wholesale Chess Llc	287.34	STUDENT
1/17/2020	Wm Supercenter #1404	24.82	STUDENT
2/3/2020	Wm Supercenter #1413	11.12	STUDENT
1/9/2020	Wm Supercenter #4641	52.27	STAFF
1/27/2020	Wm Supercenter #4641	19.90	STUDENT
2/4/2020	Wm Supercenter #4641	161.78	FACS
1/6/2020	Wm Supercenter #5060	50.66	STUDENT
1/7/2020	Wm Supercenter #5060	34.92	STAFF
1/13/2020	Wm Supercenter #5060	15.21	STAFF
1/22/2020	Wm Supercenter #5060	20.00	STUDENT
1/24/2020	Wm Supercenter #5060	80.80	STUDENT
1/29/2020	Wm Supercenter #5060	45.56	STAFF
1/30/2020	Wm Supercenter #5060	7.96	STUDENT
1/30/2020	Wm Supercenter #5060	60.16	STUDENT
1/30/2020	Wm Supercenter #5060	64.00	STUDENT
1/30/2020	Wm Supercenter #5060	67.11	FACS
1/31/2020	Wm Supercenter #5060	13.91	FACS
1/14/2020	Www.Fumcpeoria.Org	34.00	STUDENT
1/27/2020	Www.Fumcpeoria.Org	51.00	STUDENT
1/7/2020	Www.Iappo.Org	45.00	STAFF
1/13/2020	Wyndham Grand Chicago	-134.00	TRAVEL
1/7/2020	Yoyo Games	720.00	STAFF
1/7/2020	Yoyo Games	2160.00	STAFF
1/9/2020	Ziegler-Carpentersvill	9.60	BG
1/9/2020	Ziegler-Carpentersvill	23.79	BG
1/13/2020	Ziegler-Carpentersvill	25.36	BG
1/13/2020	Ziegler-Carpentersvill	6.10	BG

1/13/2020	Ziegler-Carpentersvill	50.97	BUILDING
1/14/2020	Ziegler-Carpentersvill	8.23	BG
1/16/2020	Ziegler-Carpentersvill	11.28	BG
1/17/2020	Ziegler-Carpentersvill	55.68	BUILDING
1/28/2020	Ziegler-Carpentersvill	1.80	BUILDING
1/30/2020	Ziegler-Carpentersvill	31.97	BG
1/30/2020	Ziegler-Carpentersvill	32.49	STAFF
2/3/2020	Ziegler-Carpentersvill	9.99	BG
2/3/2020	Ziegler-Carpentersvill	7.00	BUILDING
2/4/2020	Ziegler-Carpentersvill	-19.98	BUILDING
2/4/2020	Ziegler-Carpentersvill	54.55	BUILDING
2/5/2020	Ziegler-Carpentersvill	5.65	BG
2/5/2020	Ziegler-Carpentersvill	19.99	BUILDING
2/5/2020	Ziegler-Carpentersvill	65.00	BUILDING
1/17/2020	Zieglers Ace - Huntley	10.77	BG
1/22/2020	Zieglers Ace - Huntley	10.77	BG
1/7/2020	Zieglers Ace Hdwe	19.78	BG
1/8/2020	Zieglers Ace Hdwe	13.67	BG
1/16/2020	Zieglers Ace Hdwe	10.95	BUILDING
1/23/2020	Zieglers Ace Hdwe	12.16	BG

TOTAL $103,285.95

ACTIVITY ACCOUNT SUMMARY
FOR MONTH OF: January 31, 2020

	Month to Date			Year To Date			
	Month End Receipts	Month End Disbursements	Month End Activity	June 30, 2018 Beginning Book Balance	Year to Date Receipts	Year to Date Disbursements	Year to Date Book Balance
School							
Algonquin Lakes	$ 2,437.31	$ -	$ 2,437	$ 3,492	$ 17,152	$ 8,978	$ 11,666
Algonquin M.S.	$ 12,968.73	$ 10,789.28	$ 2,179	$ 23,571	$ 41,445	$ 38,931	$ 26,085
Carpentersville M.S.	$ 4,986.69	$ 295.17	$ 4,692	$ 18,381	$ 15,739	$ 10,580	$ 23,540
DeLacey	$ 1,300.86	$ 513.81	$ 787	$ 2,953	$ 4,105	$ 3,916	$ 3,142
Dundee-Crown H.S.	$ 24,348.65	$ 70,230.85	$ (45,882)	$ 237,840	$ 244,599	$ 244,399	$ 238,040
Dundee Highlands	$ 227.76	$ 76.25	$ 152	$ 3,154	$ 2,222	$ 2,126	$ 3,250
Dundee M.S.	$ 11,495.03	$ 14,115.62	$ (2,621)	$ 127,255	$ 133,121	$ 111,454	$ 148,922
Eastview	$ 2.48	$ -	$ 2	$ 1,399	$ 2,287	$ 1,729	$ 1,957
Gary D Wright	$ 1,060.27	$ -	$ 1,060	$ 8,602	$ 28,472	$ 21,888	$ 15,186
Gilberts	$ 2,374.36	$ 120.50	$ 2,254	$ 5,498	$ 9,870	$ 5,925	$ 9,442
Golfview	$ 8.09	$ 228.80	$ (221)	$ 7,594	$ 2,441	$ 3,690	$ 6,345
Hampshire Elem	$ 21.79	$ -	$ 22	$ 9,962	$ 24,586	$ 16,920	$ 17,628
Hampshire H.S.	$ 9,488.90	$ 34,929.67	$ (25,441)	$ 177,389	$ 199,820	$ 172,589	$ 204,620
Hampshire M.S.	$ 18,946.82	$ 37,423.11	$ (18,476)	$ 47,327	$ 57,827	$ 53,975	$ 51,179
H.D. Jacobs H.S.	$ 32,220.48	$ 10,593.63	$ 21,627	$ 152,132	$ 154,314	$ 108,567	$ 197,879
Lake In The Hills	$ 563.50	$ 448.92	$ 115	$ 3,987	$ 11,886	$ 5,049	$ 10,824
Lakewood	$ 998.47	$ 90.40	$ 908	$ 15,690	$ 11,196	$ 10,088	$ 16,798
Liberty	$ 679.45	$ 298.00	$ 381	$ 3,416	$ 2,319	$ 1,886	$ 3,849
Lincoln Prairie	$ 4.74	$ 4.48	$ 0	$ 4,132	$ 906	$ 1,174	$ 3,864
Meadowdale	$ 7.14	$ 3,068.57	$ (3,061)	$ 2,324	$ 4,663	$ 4,247	$ 2,741
Neubert	$ 713.40	$ 718.75	$ (5)	$ 3,471	$ 6,583	$ 6,672	$ 3,382
Parkview	$ 505.97	$ 72.06	$ 434	$ 1,781	$ 1,841	$ 1,221	$ 2,400
Perry	$ 280.98	$ -	$ 281	$ 4,596	$ 3,107	$ 2,237	$ 5,466
Sleepy Hollow	$ 3.13	$ 1,973.41	$ (1,970)	$ 2,718	$ 3,725	$ 4,873	$ 1,570
Westfield	$ 3,220.78	$ 5,467.31	$ (2,247)	$ 35,004	$ 68,994	$ 62,778	$ 41,220
Total	$ 128,866	$ 191,459	$ (62,593)	$ 903,668	$ 1,053,218	$ 905,892	$ 1,050,994

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	3,491.55	17,151.78	8,977.60		11,665.73
Total Cash Accounts	3,491.55	17,151.78	8,977.60	0.00	11,665.73
Other Accounts					
200M-00-00 Special Ed	153.25				153.25
2018-00-00 Class of 2018	0.00				0.00
2019-00-00 Class of 2019	0.00				0.00
2020-00-00 Class of 2020	0.00				0.00
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	59.33				59.33
2026-00-00 Class of 2026	75.06				75.06
2027-00-00 Class of 2027	665.59	1,137.00	1,070.18		732.41
2028-00-00 Class of 2028	191.79	272.00	422.63		41.16
2029-00-00 Class of 2029	39.55				39.55
2030-00-00 Class of 2030	97.90	330.00			427.90
2031-00-00 Class of 2031	0.00				0.00
2032-00-00 Class of 2032	0.00	1,125.00	998.74		126.26
2090-10-00 Acting Club	16.72	2,356.76			2,373.48
2100-10-00 Book Club	0.00				0.00
2111-10-00 After School Band-INACTIVE	0.00				0.00
2140-10-00 4th and 5th Grade Chorus	100.90	80.00			180.90
2410-00-00 Culinary Kids 2/3	0.00	1,050.00	617.02	1,000.00	1,432.98
2410-10-00 Culinary Kids 4/5	0.00	1,000.00		(1,000.00)	0.00
2415-10-00 Science Club	0.00	630.00			630.00
2590-10-00 Lady Lions Running Club	4.04				4.04
2590-20-00 Boys Running Club	71.24	1,100.00	1,099.88		71.36
4100-00-00 A.M. Fitness Club - Inactive	0.00				0.00
4100-10-10 Fitness Club	1.25	6,462.80	4,340.00		2,124.05
4100-30-00 Other	0.00				0.00
4200-10-00 Birthday Books	660.33	570.00			1,230.33
4210-00-00 Holiday Creations	0.00	925.00	429.15		495.85
4300-00-00 Yearbook	1,098.80	20.00			1,118.80
5100-00-00 General Fund	84.53				84.53
5200-10-00 Relay for Life	0.00				0.00
5500-10-00 ALES Grant Awards	18.19				18.19
6000-00-00 Interest Income	153.08	93.22			246.30
Total Other Accounts	3,491.55	17,151.78	8,977.60	0.00	11,665.73

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-00 DO NOT USE	0.00				0.00
1000-00-10 Harris - Checking	23,571.35	41,445.09	38,931.34		26,085.10
Total Cash Accounts	23,571.35	41,445.09	38,931.34	0.00	26,085.10
Other Accounts					
1500-00-00 Bank Corrections	0.00	10.00	10.00		0.00
2000-10-00 Student Council	1,188.76	1,404.00	1,935.48	27.98	685.26
2016-00-00 Class of 2016-Inactive	0.00				0.00
2017-00-00 Class of 2017-Inactive	0.00				0.00
2018-00-00 Class of 2018-Inactive	0.00				0.00
2019-00-00 Class of 2019	0.00				0.00
2020-00-00 Class of 2020	0.00				0.00
2021-00-10 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	5,653.68		5,653.68		0.00
2024-00-00 Class of 2024	8.73	6,841.55	3,845.45	24.00	3,028.83
2025-00-00 Class of 2025	18.00	2,944.00	2,808.40		153.60
2026-00-00 Class of 2026	0.00	3,925.00	3,769.00		156.00
2110-10-00 Band	265.99	580.00	724.66	(3.21)	118.12
2140-10-00 Chorus	989.65	2,160.00	286.18		2,863.47
2150-30-00 Musical	7,377.84	5,001.00	3,342.25		9,036.59
2151-10-00 Music Club - ILMEA	0.00	74.00	72.00		2.00
2155-10-00 Orchestra	0.00	290.00	293.21	3.21	0.00
2220-10-00 Art Club	8.23	570.00	552.85		25.38
2230-10-00 Beta Club	1,076.48	5,432.75	4,308.07		2,201.16
2240-00-00 Baking Club	0.00	540.00	159.11		380.89
2251-10-00 Computer Ed. Club	0.00				0.00
2275-10-00 Outdoor Club	0.00				0.00
2290-00-17 Washington DC Trip 2018-2019	2.35				2.35
2391-10-00 AVID	1,478.25	1,946.92	1,477.22	(51.98)	1,895.97
2430-10-00 Special Ed Community Trips	5.50	126.00	126.00		5.50
2481-10-00 Yearbook - M.S.	46.16				46.16
2570-10-00 Battle of the Books	0.00				0.00
2580-30-00 Student Awards	164.79				164.79
2590-40-00 Relay for Life	0.00				0.00
3000-20-00 Sports Club	0.00				0.00
3010-10-00 Ski Club	0.00				0.00
3020-00-00 Wrestling	601.15	1,046.00	1,188.51		458.64
3100-10-00 Volleyball-7th grade	17.62			(17.62)	0.00
3100-20-00 Volleyball - 8th grade	57.12	1,232.00	980.13	17.62	326.61
3110-10-00 Cross Country	165.95	1,132.00	1,027.52		270.43
3210-00-00 Boys Basketball	129.28	664.00	695.90		97.38
3210-10-00 Girls Basketball	8.24				8.24
3230-10-00 Track and Field	1.87				1.87
3250-20-10 Poms	199.51	385.00	324.65		259.86
3350-20-10 Cheerleading	112.45	1,549.00	901.08		760.37
4100-10-00 PBIS	1,259.08	914.80	1,492.08		681.80
4100-20-00 Low Incidence Class Supplies	17.05				17.05
4100-30-00 General	8.65				8.65
4300-30-00 Staff Account	55.16	345.00	250.00		150.16
5110-10-00 D300 Honors Band Concert	1,161.40	1,748.00	1,543.73		1,365.67
5110-20-00 MB Jazz Ensembles	0.00				0.00
5200-00-00 Physical Education Fund	1,318.00	355.46	946.58		726.88
6000-30-00 Interest Income	174.41	228.61	217.60		185.42

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Total Other Accounts	23,571.35	41,445.09	38,931.34	0.00	26,085.10

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	18,381.29	15,739.08	10,579.84		23,540.53
Total Cash Accounts	18,381.29	15,739.08	10,579.84	0.00	23,540.53
Other Accounts					
2000-10-00 Student Council	719.91	370.00	223.00		866.91
2015-00-10 Class of 2015-A	0.00				0.00
2015-00-20 Class of 2015-B	0.00				0.00
2015-00-30 Class of 2015-C	0.00				0.00
2016-00-10 Class of 2016-A	0.00				0.00
2016-00-20 Class of 2016-B	0.00				0.00
2016-00-30 Class of 2016-c	0.00				0.00
2017-00-00 Class of 2017	0.07				0.07
2018-00-00 Class of 2018	0.00				0.00
2019-00-00 Class of 2019	0.00				0.00
2020-00-00 Class of 2020	0.84				0.84
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	13.85				13.85
2024-00-00 Class of 2024	205.85				205.85
2025-00-00 Class of 2025	0.00				0.00
2105-00-00 Man in Demand/Dare to be Rare	447.56				447.56
2110-10-00 Music	4,265.56	7,389.00	6,684.71		4,969.85
2110-20-00 MB Jazz	0.00				0.00
2111-10-00 Title Field Trips All Grades	0.00				0.00
2120-10-00 Drama	3,113.16	3.75	1,305.67		1,811.24
2140-10-00 Chorus	0.75				0.75
2221-10-00 Art Club	10.00				10.00
2230-10-00 Beta Club	(15.97)	627.83	200.00		411.86
2240-00-00 PBIS	0.00				0.00
2481-10-00 Yearbook	108.56				108.56
2499-30-00 School Store	0.00				0.00
2590-40-00 Relay for Life	0.00				0.00
2670-20-00 Book Fair	8.09	1,081.22			1,089.31
3250-20-10 Poms	2,281.64	1,573.00	48.50		3,806.14
3350-20-10 Cheerleading	3,684.60	1,675.52	683.55		4,676.57
4101-30-00 AVID	1,801.00	2,610.63	1,233.50		3,178.13
4300-30-00 Sunshine	709.83	200.91	200.91		709.83
6000-00-00 Interest	1,025.99	207.22			1,233.21
Total Other Accounts	18,381.29	15,739.08	10,579.84	0.00	23,540.53

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris Cash Account	2,953.36	4,104.97	3,915.89		3,142.44
Total Cash Accounts	2,953.36	4,104.97	3,915.89	0.00	3,142.44
Other Accounts					
4500-10-00 Box Top Label Collection	39.90	402.80	513.81	72.00	0.89
4600-30-00 Postage	0.00				0.00
5100-00-00 General Student Activities	0.00	2,778.84	2,652.82	(72.00)	54.02
5110-00-00 Birth to 3 Program	875.82		539.26		336.56
5200-00-00 PBIS	2,001.41	895.00	210.00		2,686.41
5300-00-00 Relay for Life	0.00				0.00
5400-00-00 deLacey Diaper Drive	24.19				24.19
6000-00-00 Interest Income	12.04	28.33			40.37
Total Other Accounts	2,953.36	4,104.97	3,915.89	0.00	3,142.44

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-00 Amcore Activity Checking Acct	0.00				0.00
1000-00-10 Harris - Checking	237,840.32	244,598.83	244,398.50		238,040.65
Total Cash Accounts	237,840.32	244,598.83	244,398.50	0.00	238,040.65
Other Accounts					
1000-10-10 Banking Corrections	0.00		109.00		(109.00)
2000-10-00 Student Council	21,525.26	24,316.00	21,576.78	(1,000.00)	23,264.48
2009-00-00 Class of 2009	0.00				0.00
2010-00-00 Class of 2010	0.00				0.00
2011-00-00 Class of 2011	0.00				0.00
2012-00-00 Class of 2012	0.00				0.00
2013-00-00 Class of 2013	0.00				0.00
2014-00-00 Class of 2014	0.00				0.00
2015-00-00 Class of 2015	0.00				0.00
2016-00-00 Class of 2016	0.00				0.00
2017-00-00 Class of 2017	3,939.31		68.68	(262.03)	3,608.60
2018-00-00 Class of 2018	6,411.60				6,411.60
2019-00-00 Class of 2019	0.00				0.00
2020-00-00 Class of 2020	2,647.51				2,647.51
2021-00-00 Class of 2021	1,802.67				1,802.67
2022-00-00 Class of 2022	2,093.98				2,093.98
2023-00-00 Class of 2023	0.00	7,313.70			7,313.70
2095-10-00 Animation Club	227.31	205.11	369.00		63.42
2110-10-00 Instrumental Music	2,632.18	5,518.60	5,217.16		2,933.62
2113-10-00 Band Trip	0.00				0.00
2120-10-00 Drama Club	20,644.95	11,580.25	13,218.32		19,006.88
2120-20-00 Musical Account	0.00	23,880.00	2,114.50		21,765.50
2130-10-00 Auditorium	477.96				477.96
2140-10-00 Choral Music	1,443.58	6,494.55	2,531.00		5,407.13
2145-30-00 D300 Music Festival	3,904.50				3,904.50
2145-50-00 Orchestra	0.00	13,554.00	10,598.66		2,955.34
2151-10-00 Music Dept.-INACTIVE	0.00				0.00
2156-10-00 PROM	(6,169.53)	10,611.05	6,021.00		(1,579.48)
2200-10-00 Amnesty International	0.00				0.00
2210-30-00 Anatomy FT Fund - Inactive	(396.05)			396.05	0.00
2219-10-00 Adelante Club	276.48	35.59	22.80		289.27
2220-10-00 Art Club	2,373.06				2,373.06
2222-10-00 Ceramics	160.81				160.81
2223-10-00 Charger Pride-Student Incentiv	(10.51)				(10.51)
2223-20-00 Charger Pride-Staff	1,178.04		4,742.69		(3,564.65)
2224-10-00 Choir - DCHS	0.00				0.00
2225-10-00 Chemistry Club	0.00				0.00
2230-10-00 Beta Club	2,211.27	949.00	1,684.01		1,476.26
2235-10-00 SAFE	4,390.24				4,390.24
2240-10-00 Black History Club	8.17				8.17
2252-10-00 Culinary	1,270.18	436.90	336.00		1,371.08
2255-10-00 Construction Club	13.81				13.81
2256-10-00 DC1 Heart Dance	66.75				66.75
2256-10-10 DC Steppers	223.81				223.81
2256-10-20 New Generation Dance	26.63				26.63
2256-10-30 Latin Dancing	175.00				175.00
2257-10-00 Earth/Space Club/Field Trips-I	83.78			(83.78)	0.00
2258-10-00 English Department	6,099.49				6,099.49
2259-10-10 Electricity Fund	601.24	294.30			895.54

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
2260-10-00 Industrial Ed Club	704.34		332.50		371.84
2261-10-10 Ukulele Club	0.00				0.00
2263-10-00 Rotary Interact	422.16				422.16
2270-10-00 Enviro Science FT-Inactive	20.40			(20.40)	0.00
2275-10-00 Field Trips - Science	3,993.19	12,628.00	14,076.00	(291.87)	2,253.32
2276-10-00 Field Trips	833.27				833.27
2280-10-00 Environmental Grants Fund	250.39				250.39
2282-10-00 GirlUp	5.00	1,296.00	964.00		337.00
2285-10-00 Recycling Club	500.00				500.00
2290-10-00 Library Club	295.27				295.27
2300-10-00 ESL - English Second Language	0.00	80.50			80.50
2310-10-00 French Club	2,351.93				2,351.93
2320-10-00 German Club	773.72				773.72
2330-10-00 Spanish Club	383.48				383.48
2360-10-00 Gifted Club	0.00				0.00
2370-10-00 FACS Club	596.33				596.33
2375-10-00 Literary Arts Magazine	1,149.00	231.00	360.00		1,020.00
2380-10-00 Journalism Club - Inactive	0.00				0.00
2385-10-00 Poetry Club-Souls Spill Ink	450.57	160.00	542.00	500.00	568.57
2390-10-00 National Honor Society	1,922.86	1,710.00	1,048.00		2,584.86
2391-10-00 AVID	7,478.02	1,033.00	6,647.50		1,863.52
2395-00-00 Youth in Law	273.00				273.00
2400-10-00 Peer Mediation	0.00				0.00
2401-10-00 Conflict Mediation	0.00				0.00
2408-10-00 GSA/LGBT Support Group	434.03	365.56	573.00		226.59
2410-10-00 REACH	0.00				0.00
2420-10-00 SEA-Level	0.00				0.00
2439-00-00 Peer Tutoring	0.00				0.00
2439-10-00 Freshman Mentors	2.00		703.70		(701.70)
2440-10-00 Individual Speech Club	250.68				250.68
2450-10-00 Debate Team	678.74	4,327.00	2,541.24		2,464.50
2465-10-00 VOICES	0.00				0.00
2470-10-00 Year in Review Video	880.00				880.00
2480-10-00 Yearbook	(900.00)				(900.00)
2510-10-00 O.L.A.S.	0.00				0.00
2520-10-00 VFW Essay Contest	29.23				29.23
2526-10-00 Auto Shop	2.50	447.00	349.50		100.00
2530-10-00 Chess Club	10.92				10.92
2540-10-00 Bilingual Club	53.61				53.61
2550-10-00 Fishing Club	1,758.05				1,758.05
2590-20-00 Woodshop	335.00				335.00
2590-30-00 Color Run	100.00				100.00
2590-40-00 Relay for Life	0.00	525.95			525.95
2591-10-00 Fight the Stigma	256.25				256.25
2592-10-00 Minority Leadership	4.00	219.00	30.00		193.00
2618-10-10 Operation Click	2,130.00				2,130.00
2700-10-10 Work Program/School Store	0.00				0.00
2700-10-20 Work Program/Buttons/Store	1,036.28	68.00	42.29		1,061.99
2800-10-00 INCubator Grant - Business	11,097.87				11,097.87
2800-10-01 INCubator-POPtime-INACTIVE	0.00				0.00
2800-10-02 INCubator-ToothpasteTab-INACTI	0.00				0.00
2800-10-05 INCubator -SnapCase-INACTIVE	0.00				0.00
2800-10-06 INCubator-Extra Hand-INACTIVE	0.00				0.00
2800-10-07 INCubator-Party Bag-INACTIVE	0.00				0.00
2800-10-09 INCubator-Underground-INACTIVE	0.00				0.00

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
2800-10-10 INCubator-MaleBox-INACTIVE	0.00				0.00
2800-10-13 INCubator-FirstSTEP-INACTIVE	0.00				0.00
2800-10-14 INCubator - Poppin Party-INACT	0.00				0.00
3100-20-20 Baseball	20,925.88	9,917.75	11,659.77		19.183.86
3150-20-10 Softball	6,372.85	3,000.00	2,366.61	500.00	7,506.24
3200-20-10 Girls Basketball	24,075.40	15,833.18	33,466.03		6.442.55
3200-20-20 Boys Basketball	2,013.54		633.12		1,380.42
3210-20-10 Girls Bowling	422.81				422.81
3250-00-00 Dance Team (Poms)	883.82	6,936.78	7,539.68	759.00	1,039.92
3252-20-10 Winter Guard	29.53				29.53
3300-20-10 Girls Soccer	952.28				952.28
3300-20-20 Boys Soccer	2,019.81	5,969.00	6,947.50		1,041.31
3350-20-10 Cheerleading	15,819.60	22,935.00	26,029.13	(759.00)	11.966.47
3400-20-10 Girls Tennis	3,079.96		929.90		2.150.06
3400-20-20 Boys Tennis	3,332.27		229.58		3,102.69
3450-20-10 Girls Swimming	(45.46)	2,470.00	2,722.06	262.03	(35.49)
3500-20-10 Girls Track	3,548.61		450.76		3.097.85
3500-20-20 Boys Track	305.62	620.00	214.29		711.33
3600-20-10 Girls Golf	501.20				501.20
3600-20-20 Boys Golf	1,958.02		1,247.00		711.02
3650-20-10 Boys Lacrosse	690.50	461.19	680.43		471.26
3700-20-10 Football	7,350.74	12,105.00	13,595.94		5.859.80
3800-20-00 Cross Country	4,718.44	15,180.00	14,962.09		4.936.35
3850-20-00 Wrestling	3,436.09	6,410.26	9,830.95		15.40
3900-20-00 Volleyball	4,815.65	10,724.00	11,033.49		4,506.16
3999-20-00 Super Fans	592.72				592.72
4000-10-00 Sr. Class District Gift	2,408.36				2.408.36
4100-30-00 General	(3,053.12)	500.00			(2.553.12)
4103-30-00 Coffee Club 2	0.00				0.00
4300-20-00 Sunshine Club/Staff Pride	385.07	86.00			471.07
4300-30-00 Guidance Fund	0.00				0.00
4405-30-00 Excel	0.00				0.00
4700-30-00 Scholarships	1,935.67		2,000.00		(64.33)
4750-10-00 Testing Prep	1,368.00	500.00			1.868.00
5000-10-10 Posadas Fundraiser	0.00				0.00
5000-30-00 Charger Golf Outing	0.00				0.00
5000-50-50 D300 United	0.00				0.00
5100-00-00 DO NOT USE	0.00				0.00
6000-00-00 Interest Income	6,100.89	2,670.61	1,040.84		7.730.66
Total Other Accounts	237,840.32	244,598.83	244,398.50	0.00	238,040.65

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	3,154.15	2,222.33	2,126.36		3,250.12
Total Cash Accounts	3,154.15	2,222.33	2,126.36	0.00	3,250.12
Other Accounts					
2000-10-00 Student Council	0.00	183.00			183.00
200A-00-00 Kindergarten	0.00				0.00
2017-00-00 Class of 2017-Inactive	0.00				0.00
2018-00-00 Class of 2018-Inactive	0.00				0.00
2019-00-00 Class of 2019-Inactive	0.00				0.00
2020-00-00 Class of 2020-Inactive	0.00				0.00
2021-00-00 Class of 2021-Inactive	0.00				0.00
2021-10-00 Class of 2021 FT-Inactive	0.00				0.00
2022-00-00 Class of 2022-Inactive	0.00				0.00
2022-10-00 Class of 2022 FT-Inactive	0.00				0.00
2023-00-00 Class of 2023-Inactive	0.00				0.00
2023-10-00 Class of 2023 FT-Inactive	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2024-10-00 Class of 2024 Field Trips	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2025-10-00 Class of 2025 Field Trips	0.00				0.00
2026-00-00 Class of 2026	0.00				0.00
2026-10-00 Class of 2026 Field Trips	0.00				0.00
2027-00-00 Class of 2027	0.00				0.00
2027-10-00 Class of 2027 Field Trips	144.43	156.00	144.68		155.75
2028-00-00 Class of 2028	0.00				0.00
2028-10-00 Class of 2028 Field Trips	241.03	58.00	174.45		124.58
2029-00-00 Class of 2029	0.00				0.00
2029-10-00 Class of 2029 Field Trips	419.23	550.00	511.97		457.26
2030-00-00 Class of 2030	0.00				0.00
2030-10-00 Class of 2030 Field Trips	340.73	224.00	76.25		488.48
2031-00-00 Class of 2031	0.00				0.00
2031-10-00 Class of 2031 Field Trips	20.30				20.30
2216-00-00 White Pines	0.00				0.00
2550-10-00 Chorus	96.41	72.00			168.41
2560-30-00 Media Center	54.18				54.18
2590-40-00 Relay for Life	427.00	605.54	1,032.54		0.00
2618-40-00 Girls on the Run	0.00				0.00
4100-30-00 General Fund	54.07	340.46	111.47		283.06
4101-00-00 Field Trips	0.00				0.00
4200-10-00 Service Club	0.00				0.00
4300-30-00 Social Committee	163.66				163.66
5110-10-00 Spirit Wear - Students	0.00				0.00
5110-20-00 Spirit Wear - Faculty	0.00				0.00
5200-00-00 Fundraiser - Cookie Dough	0.00				0.00
5300-10-00 Fun Run	0.00				0.00
5310-00-00 iReady	1,149.05		75.00		1,074.05
5400-00-00 NED Assembly	0.00				0.00
6000-00-00 Interest Income	44.06	33.33			77.39
Total Other Accounts	3,154.15	2,222.33	2,126.36	0.00	3,250.12

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-00 First American Bank Checking	0.00				0.00
1000-00-10 Harris - Checking	127,255.26	133,120.86	111,453.62		148,922.50
Total Cash Accounts	127,255.26	133,120.86	111,453.62	0.00	148,922.50
Other Accounts					
2000-10-00 Cardunal Council (Student)	2,936.70	139.00	200.00		2,875.70
2016-00-10 Class of 2016-A(DEL:2yr 15/16)	0.00				0.00
2016-00-20 Class of 2016-B(DEL:2yr 15/16)	0.00				0.00
2017-00-10 Class of 2017-A(DEL:2yr 15/16)	0.00				0.00
2017-00-20 Class of 2017-B(DEL:2yr 15/16)	0.00				0.00
2018-00-10 Class of 2018-A(DEL:2yr 16/17)	0.00				0.00
2018-00-20 Class of 2018-B(DEL:2yr 16/17)	0.00				0.00
2019-00-00 Class of 2019-A (9A 15/16)	0.00				0.00
2019-00-20 Class of 2019-B (9B 15/16)	0.00				0.00
2020-00-00 Class of 2020-A (8A 15/16)	0.00				0.00
2020-00-20 Class of 2020-B (8B 15/16)	0.00				0.00
2021-00-10 Class of 2021 - A	0.00				0.00
2021-00-20 Class of 2021 - B	0.00				0.00
2022-00-10 Class of 2022 - A	1,622.87		1,622.77		0.10
2022-00-20 Class of 2022 - B	1,139.68		1,139.78		(0.10)
2023-00-10 Class of 2023 - A	679.47				679.47
2023-00-20 Class of 2023 - B	831.22				831.22
2024-10-00 Class of 2024 - A	0.00	2,350.00	2,186.75	150.00	313.25
2024-20-00 Class of 2024 - B	0.00	2,540.00	2,432.31		107.69
2025-10-00 Class of 2025 - A	402.16	1,549.00	1,492.00		459.16
2025-20-00 Class of 2025 - B	376.15	3,195.00	2,935.96		635.19
2026-00-00 Class of 2026-A	0.00	1,716.70	1,080.50		636.20
2026-10-00 Class of 2026-B	0.00	232.70			232.70
2026-20-00 Class of 2026-C	0.00	247.70	31.16		216.54
20TG-00-00 Universal Team (PBIS)	2,331.86	2,809.20	2,773.63	225.00	2,592.43
20TY-00-00 Secondary Team	19.59				19.59
2110-10-00 Band	10,310.60	150.55	321.90		10,139.25
2130-10-00 Music Department	0.01	65,325.50	51,615.70		13,709.81
2140-10-00 Chorus/Vocal	8,346.21	3,936.00	5,635.30		6,646.91
2150-30-00 Musical/Ensembles	36,597.88		4,167.37		32,430.51
2155-10-00 Orchestra	14,889.06	475.00	637.47		14,726.59
2220-10-00 Art Club	2,388.15	710.00			3,098.15
2230-10-00 Beta Club	1,627.38	1,820.00	454.35		2,993.03
2380-10-00 Targeted Intervention Team	28.53		15.00		13.53
2391-10-00 AVID	2,521.96	4,999.90	1,301.50		6,220.36
2425-10-00 Exploratory/Spanish	446.34				446.34
2429-00-00 Mentoring	0.00				0.00
2430-10-00 Special Ed/Schiller(DEL:15/16)	0.00				0.00
2431-10-00 Life Program (SPED)	25.90	587.00	128.42		484.48
2433-10-00 Special Ed/Balleto (DEL:15/16)	0.00				0.00
2435-10-00 S.O.A.R.	1,405.96	1,317.50	689.80	(225.00)	1,808.66
2437-10-00 ELL/Eng.Lang.Learner(DEL16/17)	0.00				0.00
2481-10-00 Yearbook Club	1,688.03		256.09		1,431.94
2530-10-00 Chess Club	0.00				0.00
2560-30-00 Book Club	6.15				6.15
2570-30-00 IMC	625.17	105.00	100.00		630.17
2580-30-00 Incentive	0.00				0.00
2590-10-00 Lions	16.11				16.11
2590-40-00 Relay for Life	0.00				0.00

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
2615-10-00 Midnight Mile	13,756.38	13,350.00	8,209.12		18,897.26
2619-10-00 Cardunal Care	597.84				597.84
2620-10-00 Scrapbook	102.00				102.00
2625-10-00 Schoolpalooza	317.89	200.00	0.67		517.22
2630-10-00 Ski Club	3,369.15	7,541.00	10,997.37		(87.22)
2631-10-00 Washington D.C. Trip	18.37	3,187.00	3,003.60		201.77
2635-10-00 Snowflake	22.21				22.21
2640-20-00 Science Fair Club - 7th grade	0.00		75.00	75.00	0.00
2640-30-00 Science Fair Club - 8th grade	0.00				0.00
2645-10-00 Homework Club	0.00				0.00
2650-10-00 Jazz Band	7.50				7.50
2655-10-00 Battle of the Books	9.00				9.00
2660-10-00 8th Grade Video(DEL:2yr16/17)	0.00				0.00
2665-10-00 Spelling Bee	21.34				21.34
2670-10-00 Robotics	0.00	573.00			573.00
2675-00-00 STEM	265.35		200.00		65.35
3000-20-00 Athletics (DEL:2yr 15/16)	0.00				0.00
3010-00-00 Ultimate Club	807.12	770.00	500.00		1,077.12
3207-20-10 Girls Basketball - 7th	41.86	152.06	189.32		4.60
3207-20-20 Boys Basketball - 7th	0.62				0.62
3208-20-10 Girl's Basketball - 8th	5.35				5.35
3208-20-20 Boy's Basketball - 8th	1.92				1.92
3250-20-10 Poms	21.36				21.36
3253-20-10 Intramural Basketball	82.06				82.06
3350-20-10 Cheerleading	68.35	646.40	682.95		31.80
3400-10-00 Color Guard	0.00	380.00	199.00		181.00
3500-10-00 Track - Boys	8.20				8.20
3500-20-00 Track - Girls	0.00				0.00
3500-20-10 Girls Track	356.93				356.93
3500-20-20 Boys Track	0.00				0.00
3600-10-00 Flag Football	0.00	1,080.00	675.32		404.68
3800-20-00 Cross Country	56.12	2,104.00	1,804.18		355.94
3800-20-10 Marathon Club - 6th Gr.CC Only	16.00				16.00
3840-10-00 Wiffle Ball	25.33	520.00	462.20		83.13
3850-20-00 Wrestling	183.92				183.92
3900-20-00 Volleyball	2.22				2.22
4100-30-00 General	543.45		105.03	30.03	468.45
4110-10-00 Passion Project	1,548.75	4,100.00	722.40		4,926.35
4210-00-00 Fall Play	4,720.09	1,897.00	1,086.22		5,530.87
4220-00-00 Street Ensemble	143.19				143.19
4230-00-00 Buddy Club	17.91	555.00	290.36		282.55
4300-30-00 Faculty (Social) Fund	136.00				136.00
4400-30-00 Fitness Club (PE)	6,113.76	235.00	733.50		5,615.26
4500-30-00 Flower Fund	2.84	314.00			316.84
6000-00-00 Interest Income	2,601.74	1,310.65	299.62	(255.03)	3,357.74
Total Other Accounts	127,255.26	133,120.86	111,453.62	0.00	148,922.50

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	1,398.57	2,286.83	1,728.61		1,956.79
Total Cash Accounts	1,398.57	2,286.83	1,728.61	0.00	1,956.79
Other Accounts					
2018-00-00 Class of 2018-Inactive	0.00				0.00
2019-00-00 Class of 2019-Inactive	0.00				0.00
2020-00-00 Class of 2020-Inactive	0.00				0.00
2021-00-00 Class of 2021-Inactive	0.00				0.00
2022-00-00 Class of 2022-Inactive	0.00				0.00
2023-00-00 Class of 2023	38.61			(38.61)	0.00
2024-00-00 Class of 2024-Inactive	0.00				0.00
2025-00-00 Class of 2025	53.25			(53.25)	0.00
2026-00-00 Class of 2026	0.23			(0.23)	0.00
2027-00-00 Class of 2027	378.97				378.97
2028-00-00 Class of 2028	116.57	348.00	301.36		163.21
2029-00-00 Class of 2029	37.53	299.00	276.98		59.55
2030-00-00 Class of 2030	320.66	816.00	450.00		686.66
2031-00-00 Class of 2031	0.00	806.00	700.27		105.73
2032-00-00 Class of 2032	0.00				0.00
2100-10-10 Dawn Danilov Class	0.10				0.10
2100-20-10 Mrs. Cimera Class	15.00				15.00
2580-10-00 Action for Alzheimer	0.00				0.00
2590-40-00 Relay for Life	0.00				0.00
4100-30-00 Miscellaneous	158.86			92.09	250.95
5010-00-00 Library Books (Birthday Club)	232.59				232.59
5020-10-00 Jump Rope for Heart	0.00				0.00
6000-00-00 Interest Income	46.20	17.83			64.03
Total Other Accounts	1,398.57	2,286.83	1,728.61	0.00	1,956.79

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	8,601.72	28,472.03	21,887.80		15.185.95
Total Cash Accounts	8,601.72	28,472.03	21,887.80	0.00	15,185.95
Other Accounts					
2000-10-00 Student Council	0.00				0.00
200M-00-00 DO NOT USE	0.00				0.00
2018-00-00 Class of 2018	0.00				0.00
2019-00-00 Class of 2019	0.00				0.00
2020-00-00 Class of 2020	0.00				0.00
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	3.00				3.00
2026-00-00 Class of 2026	0.00				0.00
2027-00-00 Class of 2027	1,555.33	6,662.00	3,660.40		4,556.93
2028-00-00 Class of 2028	1,203.48	635.00	250.00		1,588.48
2029-00-00 Class of 2029	226.09				226.09
2030-00-00 Class of 2030	471.39	1,801.00	1,014.29		1,258.10
2031-00-00 Class of 2031	119.53	2,624.00	2,433.20		310.33
2032-00-00 Class of 2032	0.00	2,024.00	1,297.00		727.00
2140-10-10 Chorus	932.23	5,617.00	4,745.70		1,803.53
2151-10-00 Music Dept.	0.00				0.00
2499-20-00 Apparel Store	0.11				0.11
2499-30-00 School Store	0.00				0.00
2580-00-00 K Student Incentive	0.00				0.00
2580-00-10 1st Gr Student Incentive	0.00				0.00
2580-00-20 2nd Gr Student Incentive	0.00				0.00
2580-00-30 3rd Gr Student Incentive	0.00				0.00
2580-00-40 4th Gr Student Incentive	0.00				0.00
2580-00-50 5th Gr Student Incentive	0.00				0.00
2580-00-90 PK Student Incentive	0.00				0.00
2585-10-00 Library Fundraiser	1,338.37	8,969.45	8,487.21		1,820.61
2590-30-00 Girls on the Run	5.00				5.00
2590-40-00 Relay for Life	0.00				0.00
2590-50-00 Polar Plunge Fundraiser	0.00				0.00
2618-30-00 Funds for Cancer	0.00				0.00
2700-10-00 Ozzie Reading Club	4.00				4.00
4100-30-00 General	631.73				631.73
4300-20-00 Staff Wear	75.00				75.00
5010-10-00 PBIS	1,449.94				1,449.94
5100-10-00 Staff Sunshine Account	0.00				0.00
6000-00-00 Interest Income	586.52	139.58			726.10
Total Other Accounts	8,601.72	28,472.03	21,887.80	0.00	15,185.95

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	5,498.01	9,869.60	5,925.44		9,442.17
Total Cash Accounts	5,498.01	9,869.60	5,925.44	0.00	9,442.17
Other Accounts					
2000-30-00 Reading	15.05				15.05
200S-00-00 PK	0.00				0.00
2018-00-00 Class of 2018	0.00				0.00
2019-00-00 Class of 2019 / 5th Grade	0.00				0.00
2020-00-00 Class of 2020 / 5th Grade	0.00				0.00
2021-00-00 Class of 2021 / 5th Grade	0.00				0.00
2022-00-00 Class of 2022 - 5th Grade	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2023-10-10 Class of 2023-5th Grade Social	0.00				0.00
2024-00-00 Class of 2024	172.65				172.65
2025-00-00 Class of 2025	0.00				0.00
2026-00-00 Class of 2026	1,039.41				1,039.41
2027-00-00 Class of 2027	196.78		200.00		(3.22)
2028-00-00 Class of 2028	2,181.56	1,101.00	2,627.50		655.06
2029-00-00 Class of 2029	705.26				705.26
2030-00-00 Class of 2030	422.31	2,251.00	2,412.55		260.76
2031-00-00 Class of 2031	138.02				138.02
2151-10-00 Music Dept.	11.41				11.41
2276-10-00 Field Trips	98.25				98.25
2277-10-00 Field Days	314.35				314.35
2560-30-00 Media	0.00				0.00
2590-40-00 Relay for Life	43.00	6,447.78	685.39		5,805.39
4100-30-00 General	139.23	69.82			209.05
5000-10-00 Staff Social Account	18.55				18.55
6000-00-00 Interest Income	2.18				2.18
Total Other Accounts	5,498.01	9,869.60	5,925.44	0.00	9,442.17

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	7,594.32	2,441.08	3,690.12		6,345.28
Total Cash Accounts	7,594.32	2,441.08	3,690.12	0.00	6,345.28
Other Accounts					
2021-00-00 Class of 2021	0.00				0.00
2021-10-00 Class of 2021 Field Trips	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2022-10-00 Class of 2022 Field Trips	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2023-10-00 Class of 2023 Field Trips	29.09				29.09
2024-00-00 Class of 2024	0.00				0.00
2024-10-00 Class of 2024 Field Trips	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2025-10-00 Class of 2025 Field Trips	144.28				144.28
2026-00-00 Class of 2026	0.00				0.00
2026-10-00 Class of 2026 Field Trips	73.46				73.46
2027-10-00 Class of 2027 Field Trips	0.00				0.00
2028-10-00 Class of 2028 Field Trips	165.50				165.50
2029-10-00 Class of 2029 Field Trips	0.00				0.00
2030-10-00 Class of 2030 Field Trips	0.00				0.00
2151-10-20 Summer Music Camp	740.19				740.19
2155-10-00 Art Summer Camp	0.00				0.00
2276-10-00 Field Trips	0.02				0.02
2590-40-00 Relay for Life	0.00				0.00
4100-10-00 Family Resource Night	0.00				0.00
4100-20-00 Event Fund	1,207.50		735.07		472.43
4100-30-00 General	3,147.77		590.80		2,556.97
4210-00-00 Scholastic Book Fair-Fall	2.99	2,364.85	2,364.25		3.59
4220-00-00 Scholastic Book Fair-Spring	425.98				425.98
4230-00-00 Birthday Book Club	0.00				0.00
4240-00-00 Coin War	0.00				0.00
4250-00-00 Book Fiesta	0.00				0.00
4260-00-00 Santa's Workshop	0.00				0.00
4270-00-00 PBIS	202.10				202.10
4300-30-00 Teacher Special	0.66				0.66
4500-00-00 Social Committee	29.73				29.73
4600-10-00 Change Drawer	231.00				231.00
5000-10-10 Staff Spirit Wear	154.33				154.33
5000-20-10 Student Spirit Wear	648.23				648.23
5000-30-00 Playground Equipment	0.00				0.00
6000-00-00 Interest Income	391.49	76.23			467.72
Total Other Accounts	7,594.32	2,441.08	3,690.12	0.00	6,345.28

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-00 DO NOT USE	0.00				0.00
1000-00-10 Harris Bank Checking	9,961.88	24,585.64	16,920.04		17,627.48
Total Cash Accounts	9,961.88	24,585.64	16,920.04	0.00	17,627.48
Other Accounts					
2018-00-00 Class of 2018	0.00				0.00
2019-00-00 Class of 2019	0.00				0.00
2020-00-00 Class of 2020	0.00				0.00
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2026-00-00 Class of 2026	0.00				0.00
2027-00-00 Class of 2027	0.00	11,578.00	6,404.45		5,173.55
2028-00-00 Class of 2028	482.21				482.21
2029-00-00 Class of 2029	22.16				22.16
2030-00-00 Class of 2030	0.00				0.00
2031-00-00 Class of 2031	251.92	855.00	603.50		503.42
2032-00-00 Class of 2032	0.00	619.50			619.50
2120-10-00 Birthday Books	2,678.78	475.00			3.153.78
2120-20-00 One School One Book	710.00				710.00
2140-20-00 Chorus	0.00				0.00
2270-10-00 Environmental Science Tans	39.54				39.54
2276-10-00 Field Trips	2,036.31	5,930.99	6,962.56		1,004.74
2550-00-00 L2IFE	1,004.02				1,004.02
2590-40-00 Relay for Life	0.00				0.00
2618-40-00 Donations	0.00				0.00
4100-30-00 General	32.69				32.69
5000-50-50 D300 United	0.00				0.00
5100-00-00 Scholastic Book Fair	2,466.70	4,981.42	2,949.53		4,498.59
5110-00-00 Yearbook-Inactive	0.00				0.00
5120-00-00 Playground - HES	0.00				0.00
6000-00-00 Interest Income	237.55	145.73			383.28
Total Other Accounts	9,961.88	24,585.64	16,920.04	0.00	17,627.48

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	177,389.47	199,819.83	172,589.32		204.619.98
Total Cash Accounts	177,389.47	199,819.83	172,589.32	0.00	204,619.98
Other Accounts					
1000-10-10 Banking Corrections	0.00				0.00
2000-10-00 Student Council	1,582.00		930.63	(52.00)	599.37
2009-00-00 Class of 2009	0.00				0.00
2010-00-00 Class of 2010	0.00				0.00
2011-00-00 Class of 2011	0.00				0.00
2012-00-00 Class of 2012	0.00				0.00
2013-00-00 Class of 2013	0.00				0.00
2014-00-00 Class of 2014	0.00				0.00
2014-10-00 Homecoming	6,928.42	19,497.75	10,012.39		16.413.78
2015-00-00 Class of 2015	0.00				0.00
2015-10-10 Class of 2015 Statue Maintenan	669.26				669.26
2016-00-00 Class of 2016-Inactive	0.00				0.00
2017-00-00 Class of 2017	0.00				0.00
2018-00-00 Class of 2018	302.99			(302.99)	0.00
2019-00-00 Class of 2019	617.50			(617.50)	0.00
2020-00-00 Class of 2020	86.26			920.49	1,006.75
2021-00-00 Class of 2021	2,812.79				2,812.79
2022-00-00 Class of 2022	70.00	631.08	50.00		651.08
2023-00-00 Class of 2023	0.00	2,735.25			2,735.25
2110-10-00 Band	2,067.68	252.70	2,127.82		192.56
2112-00-00 Tri M (Modern Music Masters)	5.23				5.23
2113-10-00 Music Yearly Trip-Inactive	0.00				0.00
2140-10-00 Chorus	2,837.92	10,350.00	10,031.68		3.156.24
2141-10-00 Market Day/Music Dept	0.00				0.00
2150-30-00 Musical	11,182.15		3,229.34		7,952.81
2151-10-00 Music Student Tour Account	3,019.84				3,019.84
2151-10-10 Music Trip-Inactive	0.00				0.00
2155-10-00 Orchestra	454.38				454.38
2156-10-00 Prom - Junior Class	6,349.58	1,988.03	181.32	(398.61)	7.757.68
2156-10-10 Winter Dance-Inactive	0.00				0.00
2220-10-00 Art Club	1,875.02	892.75	407.06		2,360.71
2230-10-00 Debate Team	125.55	1,529.00	1,353.00		301.55
2240-10-00 Drama Club	4,308.19	14,826.57	5,754.20		13,380.56
2250-10-10 GSA Club	96.25				96.25
2260-10-00 Industrial Arts	1,265.62	470.00			1,735.62
2276-10-00 Field Trips	0.00	70.00	68.00		2.00
2280-10-00 Fishing Club	225.95	552.00	742.26		35.69
2320-10-00 German Club	206.94				206.94
2330-10-00 Foreign Language	180.71				180.71
2330-20-00 French Club	739.69	808.00	1,013.17		534.52
2340-10-00 Spanish Club	66.00				66.00
2350-10-00 Language Arts Field Trips	808.00				808.00
2390-10-00 National Honor Society	708.57	3,253.89	382.08	398.61	3.978.99
2390-20-00 Robotics	0.00	446.91	356.00		90.91
2391-10-00 AVID	5,857.54	6,701.00	3,578.40		8,980.14
2393-10-00 PBIS	0.00	2,000.00			2,000.00
2393-20-00 Coffee Shop - PBIS-Inactive	0.00				0.00
2410-00-00 Math Team	0.00	215.00	174.00		41.00
2461-00-00 WHIPLASH-Inactive	0.00				0.00
2480-10-00 Yearbook	153.16				153.16

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
2499-30-00 School Store	581.98	1,098.00	1,451.88		228.10
2590-40-00 Relay for Life	1,387.47	1,156.75	383.27	(89.00)	2,071.95
2618-10-10 Operation Click	1,064.80				1,064.80
2618-40-00 Paws for Cause-Inactive	0.00				0.00
2630-10-00 Ski Club-Inactive	0.00				0.00
2644-10-00 Co-Op	3,986.21	1,500.00			5,486.21
2647-10-00 FACS	84.94	361.00	361.00		84.94
2650-00-00 FFA-Inactive	0.00				0.00
2655-00-00 Literary Magazine	303.68	63.00			366.68
2670-10-00 Scholastic Bowl	71.59	435.00	480.00		26.59
2671-00-00 Science	1,972.82	675.00	664.39		1,983.43
2680-10-00 Marketing Class	2,702.65				2,702.65
2685-00-00 Target Edu	211.77				211.77
2686-00-00 Woodshop	140.00				140.00
2700-10-10 Theater Fest	0.00				0.00
3100-20-20 Baseball	15,226.10	2,330.92	3,250.00		14,307.02
3150-20-10 Softball	50.09		160.00		(109.91)
3200-20-10 Girls Basketball	4,382.34	12,650.00	11,063.50		5,968.84
3200-20-20 Boys Basketball	6,653.85	7,280.00	7,787.03		6,146.82
3250-20-10 Poms	35.89	17,401.22	17,141.04	730.25	1,026.32
3300-10-00 Dodgeball-Inactive	0.00				0.00
3300-20-10 Girls Soccer	4,685.03				4,685.03
3300-20-20 Boys Soccer	852.27		236.26		616.01
3350-20-10 Cheerleading	20,151.72	32,674.00	49,658.69		3,167.03
3400-20-10 Girls Tennis	44.86				44.86
3400-20-20 Boys Tennis	1,061.78	345.00	416.78		990.00
3500-20-10 Girls Track & Field	2,161.69				2,161.69
3500-20-20 Boys Track	2,081.47		116.95		1,964.52
3600-20-10 Boys Golf	299.49	2,820.00	1,137.27		1,982.22
3600-20-20 Girls Golf	203.11		169.67		33.44
3610-10-00 Boys Lacrosse	0.00				0.00
3610-20-00 Girls LaCrosse	368.00	1,300.00	519.00		1,149.00
3700-20-10 Football	3,790.86	17,469.50	7,370.00		13,890.36
3700-30-10 Powder Puff	0.00	940.00	940.00		0.00
3800-20-00 Boys and Girls Cross Country	888.06	7,036.00	6,258.71		1,665.35
3850-20-00 Wrestling	1,949.34	3,177.64	3,222.41		1,904.57
3900-20-00 Volleyball	4,615.43	12,887.25	10,604.12	(589.25)	6,309.31
3990-10-00 Gatorade Fundraiser	646.91	400.00	310.00		736.91
4000-30-00 General	4,912.25	2,686.13	2,107.13		5,491.25
4050-10-00 Principal's Advisory Committee	0.00				0.00
4100-00-00 FVC Leadership	1,729.50		500.00		1,229.50
4150-00-00 Teacher Grants	22.50				22.50
4200-00-00 Veteran Memorial Freedom Wall	0.00				0.00
4210-10-00 Rachel's Challenge	20.00				20.00
4220-00-00 D300 Speaks	219.52				219.52
4300-20-00 Sunshine	92.70				92.70
4300-30-00 Spiritwear	3.03				3.03
4400-30-00 PE-Inactive	0.00				0.00
4700-10-00 2017 Gene Haas Scholarship	531.79				531.79
4700-10-10 2018 Gene Haas Scholarship	9,000.00		5,717.50		3,282.50
4700-10-20 2019 Gene Haas Scholarship	12,000.00				12,000.00
4700-20-00 Dr. Steffen Memorial Fund	0.00				0.00
4700-30-00 Scholarship & Blood Drive	3,250.00	3,750.00			7,000.00
4700-40-00 Drama Club Scholarship	2,750.00	100.00			2,850.00
4800-00-00 Guidance	642.52				642.52

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
4800-10-00 Fundraiser	0.00				0.00
5000-50-50 D300 United	0.00				0.00
6000-00-00 Interest	3,956.27	2,063.49	171.37		5,848.39
Total Other Accounts	177,389.47	199,819.83	172,589.32	0.00	204,619.98

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	47,326.62	57,826.68	53,974.75		51.178.55
Total Cash Accounts	47,326.62	57,826.68	53,974.75	0.00	51,178.55
Other Accounts					
2001-10-00 Student Council - MS	128.58		117.22		11.36
2016-00-00 Class of 2016-Inactive	0.00				0.00
2017-00-00 Class of 2017-Inactive	0.00				0.00
2018-00-00 Class of 2018-Inactive	0.00				0.00
2019-00-00 Class of 2019-Inactive	0.00				0.00
2020-00-00 Class of 2020-Inactive	0.00				0.00
2021-00-00 Class of 2021-Inactive	0.00				0.00
2022-00-00 Class of 2022-Inactive	0.00				0.00
2023-00-00 Class of 2023-Inactive	0.00				0.00
2024-00-00 Class of 2024	815.83	85.50	190.00		711.33
2025-00-00 Class of 2025	3,537.42	2,616.00	2,320.19		3,833.23
2026-00-00 Class of 2026	0.00	3,380.55	1,942.96		1.437.59
206A-10-10 Grade 6 White-Inactive	0.00				0.00
206B-10-10 Grade 6 Purple-Inactive	0.00				0.00
207A-10-10 Grade 7 White-Inactive	0.00				0.00
207B-10-10 Grade 7 Purple-Inactive	0.00				0.00
208A-10-10 Grade 8 White-Inactive	0.00				0.00
208B-10-10 Grade 8 Purple-Inactive	0.00				0.00
2111-00-00 Music Field Trip Account	2,935.32	5,610.68	5,697.00	(10.98)	2,838.02
2112-00-00 Band-Orh-Choir Fund-Inactive	0.00				0.00
2114-10-00 Band - MS	176.90	2,237.44	2,341.67	10.98	83.65
2120-10-00 Drama Club	8,301.70	1,382.76			9.684.46
2140-10-00 Chorus	2,751.09		50.00		2.701.09
2155-10-00 MS Orchestra	3,145.20	224.92	470.47		2,899.65
2210-00-00 Cafe 10A	0.00	269.50			269.50
2221-10-00 Art - MS	207.10				207.10
2230-10-00 Beta Club	2,124.10	1,275.00	901.00		2.498.10
2330-10-00 Yearlong Spanish	23.96				23.96
2361-10-24 Washington DC Class of 2024	5,804.25	22,264.67	24,889.62		3,179.30
2361-10-25 Washington DC Class of 2025	0.00		563.32		(563.32)
2391-10-00 AVID	3,747.36	2,755.87	2,253.03		4,250.20
2560-30-00 Library	2,340.98				2,340.98
2590-40-00 Relay for Life	0.00				0.00
2618-30-00 Random Act of Kindness - MS	314.22				314.22
2631-10-18 Washington DC 2018-Inactive	0.00				0.00
2631-10-19 Washington DC 2019-Inactive	0.00				0.00
2631-10-20 Washington DC 2020-Inactive	0.00				0.00
2631-10-21 Washington DC 2021-Inactive	0.00				0.00
2631-10-22 Washington DC 2022-Inactive	0.00				0.00
2631-10-23 Washington DC 2023-Inactive	0.00				0.00
2635-10-00 Snowflake - Snowball	601.31	7,650.00	10,479.15		(2,227.84)
2666-00-00 MS Science	550.00	500.00	310.12		739.88
2667-00-00 MS Sports	508.67	423.00	587.48		344.19
2669-00-00 MS Yearbook	5,144.89				5.144.89
2676-30-00 Washington DC 2016-Inactive	6.44			(6.44)	0.00
2676-30-17 Washington DC 2017-Inactive	0.00				0.00
2699-10-00 Whip-Pur Bucks	0.00				0.00
3351-20-10 Cheerleading - MS	165.83				165.83
3850-20-00 Wrestling	0.00				0.00
3901-20-00 Volleyball - MS	0.00				0.00

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
4100-30-00 General	109.17		186.82	708.44	630.79
4200-10-10 MS PE	2,773.80	3,895.20	362.50		6,306.50
4250-30-00 Student Activity	857.23	2,632.00	312.20		3,177.03
5000-10-00 Kane County Cougars Outing	0.00				0.00
5000-50-50 D300 United	0.00				0.00
6000-00-00 Interest	255.27	623.59		(702.00)	176.86
Total Other Accounts	47,326.62	57,826.68	53,974.75	0.00	51,178.55

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-00 Algonquin State Bank	0.00				0.00
1000-00-10 Harris - Checking	152,132.48	154,314.26	108,567.45		197,879.29
Total Cash Accounts	152,132.48	154,314.26	108,567.45	0.00	197,879.29
Other Accounts					
1000-10-10 Banking Corrections	0.00				0.00
2000-10-00 Student Council	13,050.42	25,809.49	7,360.83		31.499.08
2010-00-00 Class of 2010	0.00				0.00
2011-00-00 Class of 2011	0.00				0.00
2012-00-00 Class of 2012	0.00				0.00
2013-00-00 Class of 2013	0.00				0.00
2014-00-00 Class of 2014	0.00				0.00
2015-00-00 Class of 2015	0.00				0.00
2016-00-00 Class of 2016	156.84				156.84
2017-00-00 Class of 2017	0.00				0.00
2018-00-00 Class of 2018	38.22				38.22
2019-00-00 Class of 2019	6,328.93		4,363.00		1,965.93
2020-00-00 Class of 2020	1,314.49	11,945.21	5,935.00		7,324.70
2021-00-00 Class of 2021	3,454.77	57.37			3,512.14
2022-00-00 Class of 2022	2,099.75	1,239.22			3,338.97
2110-00-10 Prom	6,811.94	1,528.47	1,610.37		6.730.04
2110-10-00 Band	4.51				4.51
2120-10-00 Drama Club	6,517.69	8,118.60	7,190.76	(160.00)	7.285.53
2140-10-00 Choral	0.00	1,482.00			1,482.00
2150-30-00 Musical	720.00	2,084.00		32.00	2,836.00
2151-10-00 Tri-M	659.00				659.00
2151-10-10 Music Industry Club- MIC	822.65				822.65
2155-10-00 Orchestra	112.45				112.45
2210-10-00 Activist Club	85.88				85.88
2220-10-00 Art Club	1,850.87				1,850.87
2230-00-00 Black Allegiance Club	0.00				0.00
2249-10-00 Business Club	0.00				0.00
2251-20-00 Anime Club	0.00				0.00
2253-10-00 Conservation	672.28	700.05	563.32		809.01
2254-10-00 Woodshop	0.00				0.00
2256-10-00 DECA-CO-OP / CWE	10.73				10.73
2257-10-00 Paranormal Club	0.00				0.00
2258-10-00 Engineering Club	0.00	281.85			281.85
2259-10-00 Film Production	0.00				0.00
2263-10-00 Interact Club	3,094.98	850.00			3,944.98
2276-10-00 Field Trips	187.52	2,365.00	2,009.00		543.52
2281-10-00 Gold Rush	68.66				68.66
2310-10-00 French Club	251.80				251.80
2320-10-00 German Club	264.48	56.00	37.84		282.64
2330-10-00 Spanish Club	214.44				214.44
2330-20-00 World Language Department	1,360.88		(100.00)		1,460.88
2330-30-00 Spanish	0.00				0.00
2340-10-10 Key Club	126.41	2,407.61	1,274.96		1,259.06
2370-10-00 FCCLA	79.42				79.42
2375-10-00 Literacy Magazine	342.00				342.00
2380-10-00 Newspaper	1,649.10				1,649.10
2390-10-00 National Honor Society	5,815.83	11,667.00	9,795.03		7,687.80
2391-10-00 AVID	2,823.97	13,641.36	8,418.20	160.00	8,207.13
2393-10-00 PBIS	880.19	350.00			1,230.19

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
2399-00-00 Eagle Pride Advisory-Inactive	0.00				0.00
2400-10-00 Peer Mediation/SADD	202.95				202.95
2405-10-00 Debate Team	3,783.97	6,295.00	1,586.00		8,492.97
2406-10-00 DJ (Entertainment) Club	883.66	300.00			1,183.66
2408-10-00 GSA (Gay Straight Alliannce)	260.30				260.30
2410-10-00 Knitting Club	20.00				20.00
2415-10-00 Science Club	1,732.87				1,732.87
2480-10-00 Yearbook	0.00				0.00
2580-10-00 Care For Cure	0.00				0.00
2590-40-00 Relay for Life	88.17	114.34			202.51
2618-10-00 JSI	933.03				933.03
2618-10-10 Operation Click	0.00				0.00
2618-30-00 Green Eagles	1,820.82	225.00	196.91		1,848.91
2618-30-10 High School Against Cancer	25.35				25.35
2630-10-00 Ski Club	510.00				510.00
2650-10-00 Bass Fishing Club	0.00				0.00
2660-10-00 Ping Pong Club	0.00				0.00
3000-10-00 Special Olympics	3,193.36				3,193.36
3001-00-00 Student Athletic Council	0.00	6,280.00	3,372.00		2,908.00
3100-20-20 Baseball	7,599.87	500.00	266.30		7,833.57
3150-20-10 Softball	9,379.83	358.00	278.00		9,459.83
3200-20-10 Girls Basketball	1,805.24		(200.00)		2,005.24
3200-20-20 Boys Basketball	354.83				354.83
3210-20-10 Bowling	424.92	164.00			588.92
3225-20-10 Ultimate Frisbee	0.00				0.00
3250-20-10 Dance Team	13,535.07	9,550.20	19,443.37		3,641.90
3275-00-00 Math Team	798.27				798.27
3300-20-10 Girls Soccer	521.49		134.50		386.99
3300-20-20 Boys Soccer	2,325.83	2,524.66	2,647.05		2,203.44
3350-20-10 Cheerleaders	466.66	14,154.57	7,558.35	(32.00)	7,030.88
3400-20-10 Girls Tennis	627.84		144.00		483.84
3400-20-20 Boys Tennis	3,002.48				3,002.48
3450-20-10 Girls Swimming	1,070.47	2,607.03	3,155.99		521.51
3450-20-20 Boys Swimming	4.26	410.00	408.13		6.13
3500-20-10 Girls Track & Field	0.00				0.00
3500-20-20 Boys Track	2,606.27				2,606.27
3600-20-10 Girls Golf	263.00				263.00
3600-20-20 Boys Golf	47.88				47.88
3650-20-10 Boys Lacrosse	0.00				0.00
3700-20-10 Football	9,197.02	12,135.00	18,514.33		2,817.69
3800-20-00 Cross Country	1,048.99	1,835.00	983.86		1,900.13
3840-20-00 Power Lifting	0.00				0.00
3850-20-00 Wrestling	2,770.93	250.00			3,020.93
3900-20-00 Volleyball	1,363.48	5,943.44			7,306.92
4100-30-00 General	397.74	800.00	250.00		947.74
4110-10-00 Eagle Minds Matter	0.00	1,582.41	551.50		1,030.91
4200-10-00 Eagle's Wings Food Pantry	8,217.05	1,000.00	767.30		8,449.75
4300-30-00 Faculty Fund	0.00				0.00
4300-30-10 Eagle Pride Advisory Committee	361.95		51.55		310.40
4800-00-00 Guidance	0.00				0.00
5000-50-50 D300 United	0.00				0.00
6000-00-00 Interest	8,615.53	1,855.38			10,470.91
Total Other Accounts	152,132.48	153,467.26	108,567.45	0.00	197,032.29

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	3,987.19	11,885.64	5,049.09		10,823.74
Total Cash Accounts	3,987.19	11,885.64	5,049.09	0.00	10,823.74
Other Accounts					
2019-00-00 Class of 2019 - Inactive	0.00				0.00
2020-00-00 Class of 2020 - Inactive	0.00				0.00
2021-00-00 Class of 2021 - Inactive	0.00				0.00
2022-00-00 Class of 2022 - Inactive	0.00				0.00
2023-00-00 Class of 2023 - Inactive	0.00				0.00
2024-00-00 Class of 2024 - Inactive	0.00				0.00
2025-00-00 Class of 2025 - Inactive	0.00				0.00
2026-00-00 Class of 2026 - Inactive	426.51		426.51		0.00
2027-00-00 Class of 2027	60.00				60.00
2028-00-00 Class of 2028	0.00				0.00
2029-00-00 Class of 2029	0.00	2,373.92	1,674.42		699.50
2030-00-00 Class of 2030	54.12				54.12
2031-00-00 Class of 2031	0.00				0.00
2032-00-00 Class of 2032	0.00	900.00	895.00		5.00
2590-40-00 Relay for Life	0.00				0.00
2631-10-00 Field Trip Grant Funds	94.47				94.47
3010-00-00 PE Club	14.95	7,491.00	1,407.16		6,098.79
3020-10-00 Leopards Chorus Club	1,426.17	630.00	218.50		1,837.67
3030-10-00 Band and Orchestra	120.00	132.00	142.50		109.50
3030-20-00 ILMEA	0.00	70.00	70.00		0.00
4100-30-00 Principal Discretionary Fund	1,509.14				1,509.14
4100-30-10 Water - Inactive	0.00				0.00
4300-30-00 Staff Account	0.00				0.00
5010-00-10 Jump Rope for Heart	0.00	215.00	215.00		0.00
5020-00-00 Ned Show / Yo-yo	0.00				0.00
5030-00-00 Kiva	0.00				0.00
5030-10-00 Heavenly Hats	0.00				0.00
5040-00-00 Kane County Cougars Reading	0.00				0.00
5900-00-00 Miscellanous	49.06				49.06
6000-00-00 Interest Income	232.77	73.72			306.49
Total Other Accounts	3,987.19	11,885.64	5,049.09	0.00	10,823.74

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	15,690.37	11,195.56	10,087.58		16,798.35
Total Cash Accounts	15,690.37	11,195.56	10,087.58	0.00	16,798.35
Other Accounts					
2001-10-10 PBIS (Student Council)	3,074.81	3,542.82	4,125.88		2,491.75
2016-00-30 Class of 2016- TO BE DELETED	0.00				0.00
2017-00-00 Class of 2017 TO BE DELETED	0.00				0.00
2018-00-00 Class of 2018-TO BE DELETED	0.00				0.00
2019-00-00 Class of 2019-TO BE DELETED	0.00				0.00
2020-00-00 Class of 2020 TO BE DELETED	0.00				0.00
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.15				0.15
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2026-00-00 Class of 2026	0.00				0.00
2027-00-00 Class of 2027 - Fifth	353.54	1,192.05	837.21		708.38
2028-00-00 Class of 2028 - Fourth	193.59	703.00	234.75		661.84
2029-00-00 Class of 2029 - Third	323.23	1,172.00	700.40		794.83
2030-00-00 Class of 2030 - Second	179.80	857.00			1,036.80
2031-00-00 Class of 2031 - First	129.95	540.00	105.60		564.35
2032-00-00 Class of 2032 - Kindergarten	830.25	948.00			1,778.25
2033-00-00 Class of 2033 - PreK	0.00	157.00			157.00
2110-10-00 Band	16.70				16.70
2151-10-00 Music Club	5,851.18	960.00	3,341.00		3,470.18
2230-10-00 Beta Club	42.46				42.46
2270-10-00 Earth Club	754.19				754.19
2590-40-00 Relay for Life	0.00				0.00
2617-00-00 DareTo Be Rare - Inactive	0.00				0.00
2617-10-00 Man In Demand & Dare to be Rar	756.67	21.58			778.25
2618-30-00 Families in Need	160.41				160.41
2657-00-00 Family Night-Math Night	523.66				523.66
2657-10-00 Family Night-Reading Night	1,252.51	849.75	590.00		1,512.26
4100-30-00 Miscellaneous/General	92.68				92.68
4250-30-00 Student Incentive - Inactive	0.00				0.00
4300-30-00 Sunshine Fund	428.49	115.00	152.74		390.75
6000-00-00 Interest Income	726.10	137.36			863.46
Total Other Accounts	15,690.37	11,195.56	10,087.58	0.00	16,798.35

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-00 DO NOT USE	0.00				0.00
1000-00-10 Harris - Checking	3,416.07	2,318.51	1,886.00		3,848.58
Total Cash Accounts	3,416.07	2,318.51	1,886.00	0.00	3,848.58
Other Accounts					
2018-00-00 Class of 2018-Inactive	0.00				0.00
2019-00-00 Class of 2019-Inactive	0.00				0.00
2020-00-00 Class of 2020-Inactive	0.00				0.00
2021-00-00 Class of 2021-Inactive	0.00				0.00
2022-00-00 Class of 2022-Inactive	0.00				0.00
2023-00-00 Class of 2023-Inactive	0.00				0.00
2024-00-00 Class of 2024-Inactive	0.00				0.00
2025-00-00 Class of 2025-Inactive	0.00				0.00
2026-00-00 Class of 2026-Inactive	0.00				0.00
2027-00-00 Class of 2027	2.00				2.00
2028-00-00 Class of 2028	0.00	605.00			605.00
2029-00-00 Class of 2029	616.64		298.00		318.64
2030-00-00 Class of 2030	282.29				282.29
2031-00-00 Class of 2031	170.29				170.29
2032-00-00 Class of 2032 - Kindergarten	0.00	1,245.00	1,228.00		17.00
2033-00-00 Class of 2033	0.00				0.00
205A-00-00 5th Grade - A	0.00				0.00
2276-10-00 Field Trips	100.97				100.97
2482-10-00 Yearbook	219.98				219.98
2590-40-00 Relay for Life	65.50				65.50
2618-40-00 Disaster Relief	0.00				0.00
4100-30-00 General	1,058.87	70.00			1,128.87
4200-00-00 Liberty Chorus	18.70	361.00	360.00		19.70
4300-10-00 Jump Rope For Heart	0.00				0.00
4400-00-00 Reach for the Stars	0.00				0.00
5000-10-00 Student Assistance Account	725.98				725.98
6000-00-00 Interest Income	154.85	37.51			192.36
Total Other Accounts	3,416.07	2,318.51	1,886.00	0.00	3,848.58

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	4,131.88	905.95	1,174.28		3,863.55
Total Cash Accounts	4,131.88	905.95	1,174.28	0.00	3,863.55
Other Accounts					
200M-00-00 Special Ed - A	0.00				0.00
200N-00-00 Special Ed-B	0.00				0.00
2016-00-00 Class of 2016	0.00				0.00
2017-00-00 Class of 2017	0.00				0.00
2018-00-00 Class of 2018	0.00				0.00
2019-00-00 Class of 2019	0.00				0.00
2020-00-00 Class of 2020	0.00				0.00
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	43.50				43.50
2026-00-00 Class of 2026	273.59		273.59		0.00
2027-00-00 Class of 2027	92.65				92.65
2028-00-00 Class of 2028	0.00				0.00
2029-00-00 Class of 2029	4.35				4.35
2030-00-00 Class of 2030	0.00				0.00
2031-00-00 Class of 2031	0.00	616.00	621.99	5.99	0.00
2151-10-00 Music Dept.	0.00				0.00
2510-00-00 Scholastic Book Fair/Follett	61.88				61.88
2560-30-00 Library Books	0.00				0.00
2590-40-00 Relay for Life	0.00				0.00
3100-00-00 Yearbook	1,273.82				1,273.82
4100-00-00 Artworks Program	2,000.00				2,000.00
4100-20-00 Book Club	0.00	248.50	274.22	25.72	0.00
4100-30-00 General	308.83		4.48	(31.71)	272.64
4250-30-00 Student Activity-Inactive	0.00				0.00
4300-10-00 Staff Spiritwear	14.44				14.44
4300-20-00 Sunshine	0.00				0.00
6000-00-00 Interest Income	58.82	41.45			100.27
Total Other Accounts	4,131.88	905.95	1,174.28	0.00	3,863.55

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	2,323.82	4,663.44	4,246.76		2,740.50
Total Cash Accounts	2,323.82	4,663.44	4,246.76	0.00	2,740.50
Other Accounts					
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2026-00-00 Class of 2026	0.00				0.00
2027-00-00 Class of 2027	0.00				0.00
2028-00-00 Class of 2028	28.00				28.00
2590-30-00 Girls on the Run	69.01				69.01
2590-40-00 Relay for Life	0.00				0.00
2600-10-00 Robert Chaney	0.00				0.00
3000-10-00 McDonald Fundraiser	505.41			(505.41)	0.00
4100-30-00 General	74.13		150.83	505.41	428.71
4250-20-00 Student Spiritwear	0.00				0.00
4250-30-00 Staff Spirit Wear	45.99	795.33	835.81		5.51
4300-30-00 Social Fund	189.17	845.00	271.75		762.42
4400-10-00 Scholastic Book Fair	0.00	2,988.37	2,988.37		0.00
4400-20-00 Follett Book Fair	0.00				0.00
4400-30-00 Anderson's Book Fair	45.54				45.54
5000-10-00 Yearbook	1,266.10				1,266.10
6000-00-00 Interest Income	100.47	34.74			135.21
Total Other Accounts	2,323.82	4,663.44	4,246.76	0.00	2,740.50

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	3,471.40	6,583.37	6,672.43		3,382.34
Total Cash Accounts	3,471.40	6,583.37	6,672.43	0.00	3,382.34
Other Accounts					
2018-00-00 Class of 2018-Inactive	0.00				0.00
2019-00-00 Class of 2019-Inactive	0.00				0.00
2020-00-00 Class of 2020-Inactive	0.00				0.00
2021-00-00 Class of 2021-Inactive	0.00				0.00
2022-00-00 Class of 2022-Inactive	0.00				0.00
2023-00-00 Class of 2023-Inactive	0.00				0.00
2024-00-00 Class of 2024-Inactive	0.00				0.00
2025-00-00 Class of 2025-Inactive	0.00				0.00
2025-10-00 Class of 2025-LEAP	0.00				0.00
2026-00-00 Class of 2026	0.03				0.03
2027-00-00 Class of 2027	824.22	668.67	650.00	(265.80)	577.09
2028-00-00 Class of 2028	27.24				27.24
2029-00-00 Class of 2029	388.99	543.00	410.00		521.99
2030-00-00 Class of 2030	22.00	310.00	308.75		23.25
2031-00-00 Class of 2031	0.00	1,112.00	1,063.10		48.90
2032-00-00 Class of 2032	0.00	962.00	770.00		192.00
20CC-00-00 Cross Categorical Class	0.00				0.00
2151-10-00 Choir	0.00	60.00	60.00		0.00
2160-00-00 Literacy	0.00	182.55	25.00		157.55
2560-30-00 Media	564.19	1,508.40	1,507.42		565.17
2590-40-00 Relay for Life	0.00				0.00
3000-20-00 After School Rec	1,272.68	530.00	1,801.68		1.00
3500-10-00 PBIS	11.38	669.00	76.48		603.90
3500-20-00 Student Council	0.00			265.80	265.80
4100-30-00 General	178.55	27.41			205.96
4200-00-00 Staff Casual Charity-Inactive	0.00				0.00
5000-50-50 D300 United	0.00				0.00
5100-10-00 Neubert Social Committee	159.23				159.23
6000-00-00 Interest Income	22.89	10.34			33.23
Total Other Accounts	3,471.40	6,583.37	6,672.43	0.00	3,382.34

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	1,781.09	1,840.81	1,221.47		2,400.43
Total Cash Accounts	1,781.09	1,840.81	1,221.47	0.00	2,400.43
Other Accounts					
2000-30-00 Student Council	0.00				0.00
200A-00-00 Kindergarten-Inactive	0.00				0.00
200M-00-00 Special ED - Instruct. Primary	0.00				0.00
2020-00-00 Class of 2020	0.00				0.00
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	0.00				0.00
2026-00-00 Class of 2026	0.00				0.00
2027-00-00 Class of 2027	0.00				0.00
2028-00-00 Class of 2028	0.00				0.00
2029-00-00 Class of 2029	0.00				0.00
2030-00-00 Class of 2030	117.00				117.00
2031-00-00 Class of 2031	0.00	130.00	130.00		0.00
2590-40-00 Relay for Life	100.52	503.50			604.02
2618-40-10 Jump Rope for Heart	0.00				0.00
4100-00-00 PBIS	341.00				341.00
4150-00-00 Math Night	108.00				108.00
4200-00-00 Picture Comm Misc-Inactive	0.00				0.00
4260-00-00 Playground Funds	646.00			(646.00)	0.00
4300-00-00 General Fund	8.66	26.55		646.00	681.21
5010-00-00 School Fundraisers	0.00				0.00
5020-10-00 Tiger Fundraiser	196.63				196.63
5030-10-00 School Store	0.06	269.00			269.06
5500-00-00 Staff Social Account	152.17		150.81		1.36
6000-00-00 Interest Income	111.05	911.76	940.66		82.15
Total Other Accounts	1,781.09	1,840.81	1,221.47	0.00	2,400.43

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	4,596.40	3,107.06	2,237.39		5,466.07
Total Cash Accounts	4,596.40	3,107.06	2,237.39	0.00	5,466.07
Other Accounts					
2014-10-00 Kindergarten Grade Level Funds	524.64	52.25			576.89
2014-10-01 1st Grade Level Funds	190.01				190.01
2014-10-02 2nd Grade Level Funds	2.32				2.32
2014-10-03 3rd Grade Level Funds	0.00	109.76			109.76
2014-10-04 4th Grade Level Funds	947.19	164.43	188.43		923.19
2014-10-05 5th Grade Level Funds	0.00				0.00
2014-10-06 Preschool Grade Level Funds	28.00				28.00
2017-00-00 Class of 2017 - Inactive	0.00				0.00
2020-00-00 Class of 2020 - Inactive	0.00				0.00
2021-00-00 Class of 2021 - Inactive	0.00				0.00
2022-00-00 Class of 2022 - Inactive	0.00				0.00
2023-00-00 Class of 2023 - Inactive	0.00				0.00
2024-00-00 Class of 2024 - Inactive	0.00				0.00
2025-00-00 Class of 2025 - Inactive	0.00				0.00
2026-00-00 Class of 2026 - Inactive	0.00				0.00
2027-00-00 Class of 2027	0.00				0.00
2028-00-00 Class of 2028	0.00	219.80	109.90		109.90
2029-00-00 Class of 2029	0.45				0.45
2030-00-00 Class of 2030	20.00				20.00
2031-00-00 Class of 2031	0.00				0.00
2032-00-00 Class of 2032	0.00	88.00			88.00
2033-00-00 Class of 2033	0.00				0.00
2151-10-00 Music Dept.	0.00				0.00
2152-10-00 Choir	0.00				0.00
2590-40-00 Relay for Life	30.62				30.62
3010-00-00 We Act Fundraiser	806.69				806.69
3100-00-00 Spiritwear (PBIS)	687.06	1,059.00	999.91		746.15
3200-00-00 Media Center	91.70				91.70
3300-10-00 Student Council	41.68				41.68
3310-10-00 Gilrs On The Run	337.00				337.00
4100-30-00 General	58.34	53.82			112.16
4200-00-00 Perry Teacher Social Account	506.05	1,360.00	939.15		926.90
4300-00-00 Retired Teacher Fund	324.65				324.65
6000-00-00 Interest Income	0.00				0.00
Total Other Accounts	4,596.40	3,107.06	2,237.39	0.00	5,466.07

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	2,717.57	3,724.88	4,873.15		1,569.30
Total Cash Accounts	2,717.57	3,724.88	4,873.15	0.00	1,569.30
Other Accounts					
2019-00-00 Class of 2019	0.00				0.00
201A-00-00 1st Grade	0.00				0.00
2020-00-00 Class of 2020	0.00				0.00
2021-00-00 Class of 2021	0.00				0.00
2022-00-00 Class of 2022	0.00				0.00
2023-00-00 Class of 2023	0.00				0.00
2024-00-00 Class of 2024	0.00				0.00
2025-00-00 Class of 2025	87.24		87.24		0.00
2026-00-00 Class of 2026	224.02		224.02		0.00
2027-00-00 Class of 2027 - 5th Grade	658.20	204.00	294.84		567.36
2028-00-00 Class of 2028 - 4th Grade	63.96	414.00	397.03		80.93
2029-00-00 Class of 2029 - 3rd Grade	582.32	708.00	645.00		645.32
2030-00-00 Class of 2030 - 2nd Grade	64.77				64.77
2031-00-00 Class of 2031 - 1st Grade	0.00	650.00	650.00		0.00
2032-00-00 Class of 2032 - Kindergarten	0.00				0.00
2151-10-00 Music Dept./ILMEA	0.00	80.00	80.00		0.00
2274-10-00 5th Grade Lunch Bunch	0.00				0.00
2275-10-00 5th Grade Outdoor Education	0.00				0.00
2560-30-00 Library - Birthday Books	858.19		858.11		0.08
2590-40-00 Relay for Life	0.00				0.00
2590-50-00 Veteran Day's Activity	0.00	667.00	667.00		0.00
4100-30-00 Principal Discretionary	0.24				0.24
4250-30-00 Student Activity	0.00				0.00
5000-50-50 D300 United	0.00				0.00
6000-00-00 Interest Income	178.63	31.97			210.60
6000-10-00 Bank Related Adjustments	0.00	969.91	969.91		0.00
Total Other Accounts	2,717.57	3,724.88	4,873.15	0.00	1,569.30

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
1000-00-10 Harris - Checking	35,003.64	68,993.89	62,777.61		41,219.92
Total Cash Accounts	35,003.64	68,993.89	62,777.61	0.00	41,219.92
Other Accounts					
2000-10-00 Student Council	2,751.16	1,648.05	668.75		3,730.46
200A-00-00 Kindergarten-Inactive	0.00				0.00
2013-00-30 Class of 2013-C-Inactive	0.00				0.00
2014-00-20 Class of 2014-B-Inactive	0.00				0.00
2015-00-10 Class of 2015-A-Inactive	0.00				0.00
2015-00-20 Class of 2015-B-Inactive	0.00				0.00
2016-00-10 Class of 2016-A-Inactive	0.00				0.00
2016-00-20 Class of 2016-B-Inactive	0.00				0.00
2016-00-30 Class of 2016-C-Inactive	0.00				0.00
2017-00-10 Class of 2017-A-Inactive	0.00				0.00
2017-00-20 Class of 2017-B-Inactive	0.00				0.00
2017-00-30 Class of 2017-C-Inactive	0.00				0.00
2018-00-00 Class of 2018A-Inactive	0.00				0.00
2018-00-10 Class of 2018B-Inactive	0.00				0.00
2018-00-20 Class of 2018C-Inactive	0.00				0.00
2019-00-00 Class of 2019-Inactive	0.00				0.00
2019-00-10 Class of 2019A-Inactive	0.00				0.00
2019-00-20 Class of 2019B-Inactive	0.00				0.00
2019-00-30 Class of 2019C-Inactive	0.00				0.00
2020-00-00 Class of 2020-Inactive	0.00				0.00
2020-00-10 Class of 2020A-Inactive	0.00				0.00
2020-00-20 Class of 2020B-Inactive	0.00				0.00
2021-00-00 Class of 2021-Inactive	0.00				0.00
2021-00-10 Class of 2021-A-Inactive	0.00				0.00
2021-00-20 Class of 2021-B-Inactive	0.00				0.00
2022-00-00 Class of 2022-A	0.00				0.00
2022-00-20 Class of 2022-B	0.00				0.00
2023-00-00 Class of 2023-Inactive	0.00				0.00
2023-10-10 Class of 2023-A	0.00				0.00
2023-20-00 Class of 2023-B	0.00				0.00
2024-00-00 Class of 2024-A	11.16			53.84	65.00
2024-00-10 Class of 2024-B	118.85	5,035.00	3,612.77	(823.84)	717.24
2025-00-00 Class of 2025	0.00				0.00
2025-00-10 Class of 2025-A	0.92	5,752.00	4,847.70	71.48	976.70
2025-00-20 Class of 2025-B	97.92	315.00	314.00	(50.48)	48.44
2026-00-00 Class of 2026-A	831.17	974.70	610.57	(684.96)	510.34
2026-10-00 Class of 2026-B	0.00	16.68	607.85	684.96	93.79
2027-00-00 Class of 2027	31.44	2,620.00	2,470.88		180.56
2028-00-00 Class of 2028	286.25	2,802.00	1,962.52	30.00	1,155.73
2029-00-00 Class of 2029	0.00	1,622.75	1,354.82		267.93
2030-00-00 Class of 2030	10.00	707.00	411.76		305.24
2031-00-00 Class of 2031	0.00	708.00	451.76		256.24
2032-00-00 Class of 2032	0.00	1,867.00	1,485.10		381.90
2033-00-00 Class of 2033	0.00				0.00
2115-00-00 Music - Elementary	339.59	460.48			800.07
2150-30-00 Musicals	4,986.04		673.07		4,312.97
2151-10-00 Music Dept.	1,528.58	23,533.90	23,441.00	(374.00)	1,247.48
2155-10-00 Orchestra-Inactive	0.00				0.00
2160-10-00 Orchestra - Fifth Grade	0.00				0.00
2220-10-00 Art Club	142.02	270.00			412.02

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 7/1/2019 through 1/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
2230-10-00 Beta Club	7,556.67	7,157.05	7,291.68		7,422.04
2276-10-00 Field Trips	534.77				534.77
2340-10-00 Spelling Bee	46.03				46.03
2350-00-00 Battle of the Books	0.00				0.00
2391-10-00 AVID	3,198.23	380.00	254.80		3,323.43
2392-10-00 HANDS Club	0.06				0.06
2393-10-00 PBIS Middle School	860.31	2,353.83	2,023.79		1,190.35
2393-20-00 PBIS Elementary	737.95	150.00			887.95
2481-10-00 Yearbook - MS	3,753.28	425.00			4,178.28
2482-10-00 Yearbook - ELE	838.59		548.08		290.51
2560-30-00 Birthday Book Club	201.27	470.00	660.47		10.80
2560-40-00 Library-Book Fair	791.33	4,443.27	5,008.31		226.29
2590-10-00 Boys Basketball Lions Club	8.66	853.00	861.00		0.66
2590-20-00 Girls Basketball Lions Club	86.22	352.00		374.00	812.22
2590-40-00 Relay for Life	0.00				0.00
2631-10-00 Washington D.C. Trip-Inactive	0.00				0.00
2640-30-00 Science Fair	512.35				512.35
2660-00-00 Math Club	98.86				98.86
2668-00-00 Track	10.68				10.68
3250-20-10 Poms	653.37				653.37
3251-20-10 Intramural Poms-Inactive	0.00				0.00
3350-20-10 Cheerleading	1,143.04	160.00	183.44		1,119.60
3351-20-10 Intramural Cheer-Inactive	0.00				0.00
3710-10-00 Ultimate Frisbee-Inactive	0.00				0.00
3850-20-00 Wrestling	142.55				142.55
3900-20-00 Volleyball	6.50	272.00	278.00		0.50
4100-30-00 General	400.36	2,071.42	1,712.49		759.29
4105-30-00 Student Assistance Account	1,539.32	200.00	728.00	719.00	1,730.32
4400-30-00 PE - MS	14.52				14.52
4401-30-00 PE - ELE	243.09				243.09
4480-30-00 Barb Dubow Wal-Mart	172.80				172.80
5100-00-00 D300 Honors Band Concert-Inact	0.00				0.00
5200-10-00 Red Cross/Tornado Relief	0.00				0.00
5500-10-00 Bank Correction	0.00	629.00			629.00
6000-00-00 Interest Income	317.73	744.76	315.00		747.49
Total Other Accounts	35,003.64	68,993.89	62,777.61	0.00	41,219.92

Account No. TA069861

Amendment No. 2 attached to and forming a part of the Transamerica Retirement Solutions, LLC Pension Services Agreement ("Agreement") between Transamerica Retirement Solutions, LLC ("TRS") and Community Unit School District #300 ("Employer"). Under this Agreement, TRS will provide administrative services for the following plan(s), collectively referred to hereafter as "Plan(s)," sponsored by the Employer.

Account Number	Plan Name
TA069861	D300 Retirement Readiness Plan

Unless otherwise defined in this Amendment, capitalized terms have the same meaning as in the Agreement.

This Agreement is hereby amended as follows:

I. Effective February 27, 2020

1. By the deletion of the following Investment Option(s) from the Investment Options Schedule:

Other Mutual Funds	*Ticker Symbol*
Invesco Growth and Income A	ACGIX
Carillon Eagle Small Cap Growth R5	HSRSX

2. By the addition of the following Investment Option(s) to the Investment Options Schedule -- such Investment Option(s) will be offered to the Participants under the Plan.

Other Mutual Funds	*Ticker Symbol*	*Expected Fund Revenue*
Vanguard Explorer Adm	VEXRX	.00%

II. Effective March 1, 2020

1. By the substitution of the following for subsections A. through D. in the Section titled **Fees for Basic Recordkeeping and Plan Administration Services: Section I** under the **FEE SCHEDULE:**

A. Required Revenue

The Required Revenue is the amount of compensation to be paid each Year to Transamerica Retirement Solutions, LLC ("TRS") or any successor thereto that is composed of: (1) compensation to TRS for providing the Basic Recordkeeping and Plan Administration Services and Other Elected Services under this Agreement (Sections I and II, in addition to any explicit Fee associated with specific services noted below), and/or (2) compensation to intermediaries/advisors as independent covered service providers for their services ("Third Party Compensation"), if any. The Required Revenue is based on the Plan's financial factors including, but not limited to, the number of Participant accounts, the anticipated annual contributions and Plan assets. Based on these factors and negotiations between the Employer and TRS, the parties have agreed that the annual Total Required Revenue to administer the Plan(s) (3), is as follows:

(1) Required Revenue by TRS to administer the Plan - .215%
(2) Third Party Compensation - .000%
(3) Total Required Revenue to administer the Plan - .215% ("Required Revenue")

The Required Revenue number is based on the combined financial characteristics and administrative requirements of the Plan(s).

If the Required Revenue is revised, the new Required Revenue will be guaranteed for the same Fee Guarantee Period, which shall not be extended upon such revision.

B. Expected Fund Revenue from Investment Options – Fund Revenue Equalization

TRS and/or its affiliates expect to receive certain indirect compensation from the Investment Options (other than "Proprietary Funds" as defined below) available within the Plan(s) or their respective affiliates ("Expected Fund Revenue"), which will be used to offset the Required Revenue (noted in A. above) that is payable to TRS to provide the Basic Recordkeeping and Plan Administration Services (Section I) and certain Other Elected Services (Section II). The Expected Fund Revenue TRS or its affiliated broker-dealer, Transamerica Investors Securities Corporation ("TISC"), receives may include distribution (12b-1) fees, shareholder servicing fees, and/or sub-transfer agency fees. For Investment Options that may be offered by affiliates of TRS ("Proprietary Funds"), which may include (1) the Transamerica Funds (registered mutual funds distributed by Transamerica Capital, Inc. (TCI) and advised by Transamerica Asset Management, Inc. (TAM)); (2) the Diversified Investment Advisors Collective Trust, a collective trust fund of Massachusetts Fidelity Trust Company (MFTC); (3) group annuity contracts issued by Transamerica Financial Life Insurance Company (TFLIC); and (4) group annuity contracts issued by Transamerica Life Insurance Company (TLIC), TRS may agree to treat a portion of the fees collected by the Proprietary Fund as the Expected Fund Revenue (as reflected in the Investment Options Schedule). The Investment Options Schedule illustrates the Investment Options to be included in the Plan(s) and the Expected Fund Revenue from each Investment Option. The Expected Fund Revenue is based on currently available information and may be changed at any time. To the extent there are any inconsistencies between this paragraph and the description of Expected Fund Revenue in the Investment Options Schedule, this paragraph shall supersede the description in the Investment Options Schedule.

For most funds, payment is made to TRS through National Financial Services, LLC, or Mid Atlantic Clearing & Settlement Corporation who are subcontractors through which TRS's investment platform is maintained. As of the date of this Agreement, each of these firms receives the following percentage of the gross Expected Fund Revenue for their services: National Financial Services, LLC (see table below*); Mid Atlantic Clearing & Settlement Corporation 4%. National Financial Services, LLC and Mid Atlantic Clearing & Settlement Corporation are paid by TRS. The Expected Fund Revenue received by TRS or its affiliates and credited to the Plan(s) is not reduced by the amounts paid to National Financial Services, LLC and Mid Atlantic Clearing & Settlement Corporation.

*National Financial Services Fund Revenue ($) Table:

Low	High	(%)
$0	$50,000,000	3.35
$50,000,001	$100,000,000	2.75
$100,000,001	$150,000,000	2.00
$150,000,001	$200,000,000	1.50
$200,000,000 and over		1.00

- In addition, there is a daily trading fee as follows:

	Trading Fee Per Fund Per Day

Fidelity	$0.50 - $1.00
Mid Atlantic Clearing & Settlement Corporation	$0.75 - $1.50

- Note: There are no trading fees associated with Vanguard as TRS trades directly with Vanguard.
- With respect to the Blackrock Lifepath funds, if any, 100% of the fund revenue is passed through to TRS and as such, revenues from these funds are NOT included in the above.

For Proprietary Funds, TRS may agree to treat a portion of the fees collected by the Proprietary Fund as the Expected Fund Revenue (as reflected in the Investment Options Schedule).

C. Assessment of Required Revenue

As described above, TRS expects to receive certain revenue from the Investment Options available within the Plan (B.) and has assumed all Expected Fund Revenue from the Investment Options will be used to offset the Required Revenue (A.) to administer the Plan(s).

D. Review of Expected Fund Revenue

The Expected Fund Revenue for each of the Investment Options will be reviewed no less frequently than quarterly. The frequency of such review will be determined by TRS. The Employer authorizes TRS to adjust any PSF's or PSC's applicable to each Investment Option, as necessary, so that the revenue generated from each Investment Option plus or minus any PSF's or PSC's (excluding any PSF's related to termination charges), equals the Required Revenue needed to administer the Plan. Any adjustments necessary to the PSF's or PSC's will be done as soon as administratively feasible following TRS being notified of the change to the Expected Fund Revenue. TRS shall notify the Employer of any changes in the Expected Fund Revenue generated from the Investment Options. Any adjustments made to the PSF's or PSC's will not necessitate an amendment to this Agreement. The Employer hereby acknowledges that all adjustments to PSF's or PSC's will be prospective only. Nothing in this Agreement shall be construed as intending or rendering TRS to be "revenue neutral" or "fee neutral" as such terms may be defined under any DOL regulatory guidance.

Plan Service Credit ("PSC")/Plan Service Fee ("PSF")

Any PSCs or PSFs will be accrued daily based on Participants' account balances in each of the Investment Options (excluding PCRA and employer stock funds, if applicable). The PSF/PSC will be credited to or deducted from each of the Investment Options in which the Participants' accounts are invested upon the earlier of: (i) the last business day of each month or (ii) the complete liquidation of a contribution type invested in an Investment Option. The daily accrual on non-business days at the end of a month will roll into the following month and be credited or deducted on the last business day of such month.

Expense Budget Account ("EBA")

The EBA is a plan level unallocated account that is credited with Expected Fund Revenue, if any, and/or amounts withdrawn from Participant accounts. The amount credited to the EBA will be accrued daily based on Participants' account balances in each of the Investment Options (excluding PCRA, SDAs and employer stock funds, if applicable) and will be credited with such amount as of the last business day of each month. The daily accrual on non-business days at the end of a month will roll into the following month and be credited on the last business day of such month. These amounts can be used to pay Plan-related expenses approved by the Employer or can be allocated to Plan Participants at the end of the Year (or as soon as administratively feasible following the end of the Year), at the direction of the Employer.

- Once each Plan Year quarter, the Employer may direct TRS in writing to reimburse the Employer from the EBA, or at the Employer's direction remit payment to a third party, for necessary and reasonable Plan-related expenses. Once per Plan Year quarter, TRS will pay the authorized amounts directly to the Employer, or at the Employer's direction, a third party, provided there are sufficient funds in the EBA, following receipt of the Employer's authorization.

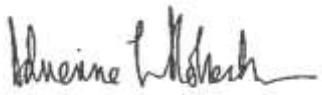
- It is the Employer's sole responsibility to determine if the expenses that are being paid from the EBA qualify as necessary and reasonable Plan-related expenses in accordance with the Plan'(s) governing documents and the DOL's guidance provided in Field Assistance Bulletin 2003-3 and Advisory Opinion No. 2001-01A and in Internal Revenue Service Revenue Ruling 2004-10 and other guidance that may subsequently be issued. TRS is not responsible for any determination regarding the appropriateness of such expenses for reimbursement.

- At the end of the Year, the Employer may direct TRS to allocate the balance in the EBA to Participant accounts on a pro-rata basis based on Participant account balances.

Employer

By: _____ _____ _____
Signature of Authorized Officer Title Date

Transamerica Retirement Solutions, LLC



By: _____
(Authorized Vice President)

Amendment No. 3 attached to and forming a part of the Transamerica Retirement Solutions, LLC Pension Services Agreement ("Agreement") between Transamerica Retirement Solutions, LLC ("TRS") and Community Unit School District #300 ("Employer"). Under this Agreement, TRS will provide administrative services for the following plan(s), collectively referred to hereafter as "Plan(s)," sponsored by the Employer.

Account Number	Plan Name
TG098142	D300 457(b) Supplemental Savings Plan

Unless otherwise defined in this Amendment, capitalized terms have the same meaning as in the Agreement.

This Agreement is hereby amended as follows:

I. Effective February 27, 2020

1. By the deletion of the following Investment Option(s) from the Investment Options Schedule:

Other Mutual Funds	*Ticker Symbol*
Invesco Growth and Income A	ACGIX
Carillon Eagle Small Cap Growth R5	HSRSX

2. By the addition of the following Investment Option(s) to the Investment Options Schedule -- such Investment Option(s) will be offered to the Participants under the Plan.

Other Mutual Funds	*Ticker Symbol*	*Expected Fund Revenue*
Vanguard Explorer Adm	VEXRX	.00%

II. Effective March 1, 2020

1. By the substitution of the following for subsections A. through D. in the Section titled **Fees for Basic Recordkeeping and Plan Administration Services: Section I** under the **FEE SCHEDULE:**

A. Required Revenue

The Required Revenue is the amount of compensation to be paid each Year to Transamerica Retirement Solutions, LLC ("TRS") or any successor thereto that is composed of: (1) compensation to TRS for providing the Basic Recordkeeping and Plan Administration Services and Other Elected Services under this Agreement (Sections I and II, in addition to any explicit Fee associated with specific services noted below), and/or (2) compensation to intermediaries/advisors as independent covered service providers for their services ("Third Party Compensation"), if any. The Required Revenue is based on the Plan's financial factors including, but not limited to, the number of Participant accounts, the anticipated annual contributions and Plan assets. Based on these factors and negotiations between the Employer and TRS, the parties have agreed that the annual Total Required Revenue to administer the Plan(s) (3), is as follows:

(1) Required Revenue by TRS to administer the Plan - .215%
(2) Third Party Compensation - .000%

(3) Total Required Revenue to administer the Plan - .215% ("Required Revenue")

The Required Revenue number is based on the combined financial characteristics and administrative requirements of the Plan(s).

If the Required Revenue is revised, the new Required Revenue will be guaranteed for the same Fee Guarantee Period, which shall not be extended upon such revision.

B. Expected Fund Revenue from Investment Options – Fund Revenue Equalization

TRS and/or its affiliates expect to receive certain indirect compensation from the Investment Options (other than "Proprietary Funds" as defined below) available within the Plan(s) or their respective affiliates ("Expected Fund Revenue"), which will be used to offset the Required Revenue (noted in A. above) that is payable to TRS to provide the Basic Recordkeeping and Plan Administration Services (Section I) and certain Other Elected Services (Section II). The Expected Fund Revenue TRS or its affiliated broker-dealer, Transamerica Investors Securities Corporation ("TISC"), receives may include distribution (12b-1) fees, shareholder servicing fees, and/or sub-transfer agency fees. For Investment Options that may be offered by affiliates of TRS ("Proprietary Funds"), which may include (1) the Transamerica Funds (registered mutual funds distributed by Transamerica Capital, Inc. (TCI) and advised by Transamerica Asset Management, Inc. (TAM)); (2) the Diversified Investment Advisors Collective Trust, a collective trust fund of Massachusetts Fidelity Trust Company (MFTC); (3) group annuity contracts issued by Transamerica Financial Life Insurance Company (TFLIC); and (4) group annuity contracts issued by Transamerica Life Insurance Company (TLIC), TRS may agree to treat a portion of the fees collected by the Proprietary Fund as the Expected Fund Revenue (as reflected in the Investment Options Schedule). The Investment Options Schedule illustrates the Investment Options to be included in the Plan(s) and the Expected Fund Revenue from each Investment Option. The Expected Fund Revenue is based on currently available information and may be changed at any time. To the extent there are any inconsistencies between this paragraph and the description of Expected Fund Revenue in the Investment Options Schedule, this paragraph shall supersede the description in the Investment Options Schedule.

For most funds, payment is made to TRS through National Financial Services, LLC, or Mid Atlantic Clearing & Settlement Corporation who are subcontractors through which TRS's investment platform is maintained. As of the date of this Agreement, each of these firms receives the following percentage of the gross Expected Fund Revenue for their services: National Financial Services, LLC (see table below*); Mid Atlantic Clearing & Settlement Corporation 4%. National Financial Services, LLC and Mid Atlantic Clearing & Settlement Corporation are paid by TRS. The Expected Fund Revenue received by TRS or its affiliates and credited to the Plan(s) is not reduced by the amounts paid to National Financial Services, LLC and Mid Atlantic Clearing & Settlement Corporation.

*National Financial Services Fund Revenue ($) Table:

Low	High	(%)
$0	$50,000,000	3.35
$50,000,001	$100,000,000	2.75
$100,000,001	$150,000,000	2.00
$150,000,001	$200,000,000	1.50
$200,000,000 and over		1.00

- In addition, there is a daily trading fee as follows:

	Trading Fee Per Fund Per Day

Fidelity	$0.50 - $1.00
Mid Atlantic Clearing & Settlement Corporation	$0.75 - $1.50

- Note: There are no trading fees associated with Vanguard as TRS trades directly with Vanguard.
- With respect to the Blackrock Lifepath funds, if any, 100% of the fund revenue is passed through to TRS and as such, revenues from these funds are NOT included in the above.

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C. Assessment of Required Revenue

As described above, TRS expects to receive certain revenue from the Investment Options available within the Plan (B.) and has assumed all Expected Fund Revenue from the Investment Options will be used to offset the Required Revenue (A.) to administer the Plan(s).

D. Review of Expected Fund Revenue

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Plan Service Credit ("PSC")/Plan Service Fee ("PSF")

Any PSCs or PSFs will be accrued daily based on Participants' account balances in each of the Investment Options (excluding PCRA and employer stock funds, if applicable). The PSF/PSC will be credited to or deducted from each of the Investment Options in which the Participants' accounts are invested upon the earlier of: (i) the last business day of each month or (ii) the complete liquidation of a contribution type invested in an Investment Option. The daily accrual on non-business days at the end of a month will roll into the following month and be credited or deducted on the last business day of such month.

Expense Budget Account ("EBA")

The EBA is a plan level unallocated account that is credited with Expected Fund Revenue, if any, and/or amounts withdrawn from Participant accounts. The amount credited to the EBA will be accrued daily based on Participants' account balances in each of the Investment Options (excluding PCRA, SDAs and employer stock funds, if applicable) and will be credited with such amount as of the last business day of each month. The daily accrual on non-business days at the end of a month will roll into the following month and be credited on the last business day of such month. These amounts can be used to pay Plan-related expenses approved by the Employer or can be allocated to Plan Participants at the end of the Year (or as soon as administratively feasible following the end of the Year), at the direction of the Employer.

- Once each Plan Year quarter, the Employer may direct TRS in writing to reimburse the Employer from the EBA, or at the Employer's direction remit payment to a third party, for necessary and reasonable Plan-related expenses. Once per Plan Year quarter, TRS will pay the authorized amounts directly to the Employer, or at the Employer's direction, a third party, provided there are sufficient funds in the EBA, following receipt of the Employer's authorization.

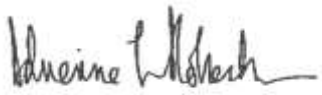
- It is the Employer's sole responsibility to determine if the expenses that are being paid from the EBA qualify as necessary and reasonable Plan-related expenses in accordance with the Plan'(s) governing documents and the DOL's guidance provided in Field Assistance Bulletin 2003-3 and Advisory Opinion No. 2001-01A and in Internal Revenue Service Revenue Ruling 2004-10 and other guidance that may subsequently be issued. TRS is not responsible for any determination regarding the appropriateness of such expenses for reimbursement.

- At the end of the Year, the Employer may direct TRS to allocate the balance in the EBA to Participant accounts on a pro-rata basis based on Participant account balances.

Employer

By: _____ _____ _____
Signature of Authorized Officer Title Date

Transamerica Retirement Solutions, LLC



By: _____
(Authorized Vice President)

Gallagher

Insurance | Risk Management | Consulting

D300 2019 Vendor Market Scan

	Vendor Required Revenue
Transamerica	0.215%
TIAA	Declined K-12 Quote
Empower	0.210%
Principal	Declined to quote Non ERISA
Security Benefit (NEA)	0.62%; plus $20 per participant Proprietary fixed account requirement
ICMA	0.146%
Horace Mann	0.350% - includes 30 days of education
Voya	Declined to quote – would not provide onsite education days per Russ Look

Pricing assumptions:

- **403(b)**
  Total participant account assets of $34.5MM
  Number of participants with a balance = 880
  Active parts = 743
  Term parts =137

Gallagher

Insurance | Risk Management | Consulting

- **457(b)**
  Total participant account assets of $1.7MM
  Number of participants with a balance = 72
  Active parts = 64
  Term parts =8

- Includes 12 days of onsite meeting days
- Non-proprietary fund requirement.

ADOPTION AGREEMENT FOR THE TRANSAMERICA RETIREMENT SOLUTIONS, LLC VOLUME SUBMITTER 403(b) TAX DEFERRED ANNUITY PLAN

The undersigned Employer (the "Sponsoring Employer") hereby adopts the Transamerica Retirement Solutions, LLC Volume Submitter 403(b) Tax Deferred Annuity Plan (the "Plan"), and hereby elects the following provisions:

I. EMPLOYER INFORMATION

A. *SPONSORING EMPLOYER INFORMATION*

1. Sponsoring Employer Name: Community Unit School District #300

2. Sponsoring Employer Address: 2550 Harnish Drive
   Algonquin, IL 60102

3. Sponsoring Employer Phone Number: 847-551-8300

4. Sponsoring Employer Taxpayer Identification Number (EIN): 36-6004758

B. *ELIGIBLE EMPLOYER STATUS*

1. ☐ 501(c)(3) organization.
2. ☐ 501(c)(3) organization which is also a governmental entity.
3. ☒ Public School.
4. ☐ 501(c)(3) organization which is also a religious entity (if applicable, please select one of the following):
   ☐ Non-QCCO tax-exempt entity controlled by or affiliated with a Church.
   ☐ Church or QCCO within the meaning of Code Section 3121(w)(3).

C. *PLAN STATUS FOR PURPOSES OF NONDISCRIMINATION REQUIREMENTS*. The Plan is:

1. ☐ A Plan of an Employer that is a 501(c)(3) organization.
2. ☐ A Plan of an Employer that is a 501(c)(3) organization which is also a governmental entity.
3. ☒ A Plan of an Employer that is a Public School.
4. ☐ A Plan of an Employer that is a Church or QCCO within the meaning of Code Section 3121(w)(3).

D. *CONTROLLED/AFFILIATED GROUP STATUS*. Is the Sponsoring Employer a member of a controlled group or an affiliated service group (within the meaning of Code §§ 414(b), (c), (m), or (o))? If the Employer is a Public School, a Church, or a QCCO, the Employer shall determine which entities are Related Employers based on applicable law.

1. ☒ No.
2. ☐ Yes, the Employer is a member of *(select all that apply)*:

   a. ☐ A controlled group.
   b. ☐ An affiliated service group.

Note: *Each Participating Employer must be eligible to sponsor a section 403(b) plan in order to participate in the Plan.*

E *FOR PURPOSES OF ELIGIBILITY TO PARTICIPATE IN AND CONTRIBUTE TO THE PLAN:*

1. ☒ Employer means only the Sponsoring Employer named above.
2. ☐ Employer also includes all Related Employers that are Eligible Employers.
3. ☐ Employer also includes all Related Employers that are Eligible Employers, except the following: _____
4. ☐ Employer also includes the Related Employers identified below that are Eligible Employers. Related Employers: _____

F. ***MULTIPLE EMPLOYER PLAN.*** Is the Plan a multiple employer plan as defined in Code § 413(c)?

1. ☒ No.
2. ☐ Yes.

(If option #2 is selected, complete an Unrelated Participation Agreement for each Unrelated Participating Employer that is participating under the Plan.)

Note: *Each Participating Employer must be eligible to sponsor a section 403(b) plan in order to participate in the Plan.*

II. PLAN INFORMATION

A. ***NAME OF PLAN:*** D300 Retirement Readiness Plan

B. ***PLAN NUMBER:*** _____ *(optional if the Plan is not subject to ERISA).*

C. ***ERISA COVERAGE.*** Is the Plan intended to be subject to ERISA?

1. ☐ Yes.

2. ☒ No, the Plan is a:

a. ☐ Non-Electing Church Plan; or
b. ☒ Governmental Plan.

D. ***PLAN YEAR***

1. The Plan Year is January 1 – December 31 *(indicate a 12-month period - e.g., January 1 – December 31)*.

2. ☐ If applicable, the Plan will have a short Plan Year beginning on _____ and ending on _____ *(indicate a period that is less than 12 months - e.g., September 1, 2012 – December 31, 2012).* Thereafter, the Plan Year will end on the date specified in 1. above.

E. ***LIMITATION YEAR.*** Unless otherwise elected below, the Limitation Year will be the Plan Year.

1. The Limitation Year is _____ *(indicate a 12-month period - e.g., June 1 – May 31)*.

2. ☐ If applicable, the Plan will have a short Limitation Year beginning on _____ and ending on _____ *(indicate a period that is less than 12 months - e.g., September 1, 2012 – December 31, 2012).* Thereafter, the Limitation Year will end on the date specified in 1. above.

F. ***EFFECTIVE DATE***

1. ☐ This is a new Plan effective _____ *(The Effective Date cannot be earlier than the first day of the Plan Year in which the Plan is adopted)*.
2. ☒ This is an amendment and restatement of a plan that was originally effective January 1, 2008. The Effective Date of this amendment and restatement is January 1, 2010. (*The Effective Date cannot be earlier than the first day of the 2009 Plan Year, generally not earlier than January 1, 2009.)*

Note*: No election in this section F.2. herein is intended to apply a retroactive Effective Date to any discretionary Plan provision adopted by the Plan after January 1, 2009.*

3. ☐ The following Elective Deferral elections are added and effective on or after the original or restated Effective Date identified in F.1 or F.2 above and may not be earlier than the date the Elective Deferral is first adopted:

a. Pre-Tax Elective Deferrals Effective Date: _____.
b. Roth Elective Deferrals Effective Date: _____.

4. ☐ Frozen Plan: This Plan was frozen effective_____. *(After this date, the Employer and Participants may not contribute to the Plan and otherwise Eligible Employees may not become Participants. The Plan may not be frozen retroactively or the Plan may violate anti-cutback rules for plans subject to nondiscrimination rules under the Code.)*

5. ☐ Plan Termination: This Plan was terminated effective _____. *(After this date, the Employer and Participants may not contribute to the Plan and otherwise Eligible Employees may not become Participants. All existing Account Balances will become fully vested as of the Effective Date of the termination stated above.)*

G. ***PLAN ADMINISTRATOR***
(If none is named, the Plan Administrator will be the Sponsoring Employer, if the Plan is subject to ERISA. If the Plan is not subject to ERISA, there will be no Plan Administrator as contemplated by ERISA.)

1. Plan Administrator Name: Community Unit School District #300
2. Plan Administrator Address: 2550 Harnish Drive
   Algonquin, IL 60102
3. Plan Administrator Telephone: 847-551-8300

H. ***NAMED FIDUCIARY***
(If none is named, the Named Fiduciary will be the Sponsoring Employer, if the Plan is subject to ERISA. If the Plan is not subject to ERISA, there will be no Named Fiduciary as contemplated by ERISA.)

1. Named Fiduciary Name: Community Unit School District #300
2. Named Fiduciary Address: 2550 Harnish Drive
   Algonquin, IL 60102
3. Named Fiduciary Telephone: 847-551-8300

Note*: The Named Fiduciary has the authority to control and manage the operation and administration of the Plan, including the power to appoint the Plan Administrator.*

I. ***CONTRIBUTION TYPES*****.** The following contribution types are allowed and currently being made under this Plan *(select all that apply)*:

1. ☒ Elective Deferrals.
2. ☒ Roth Elective Deferrals.
3. ☐ Voluntary After-Tax Contributions.
4. ☐ Required After-Tax Contributions.
5. ☐ Mandatory Pre-Tax Contributions.
6. ☒ Rollover Contributions
7. ☐ Matching Contributions (Match #1).
8. ☐ Matching Contributions (Match #2).
9. ☒ Nonelective Contributions (Nonelective #1).
10. ☐ Nonelective Contributions (Nonelective # 2).
11. ☐ Non-QACA Safe Harbor Matching Contributions.
12. ☐ Non-QACA Safe Harbor Nonelective Contributions.
13. ☐ QACA Safe Harbor Matching Contributions.
14. ☐ QACA Safe Harbor Nonelective Contributions.
15. ☐ Qualified Matching Contributions (QMACs).
16. ☐ Qualified Nonelective Contributions (QNECs).

Note*: Any frozen contribution types under the Plan should be indicated separately in Appendix B.*

III. ELIGIBILITY AND PARTICIPATION

A. EMPLOYEE EXCLUSIONS

Employee Exclusions. The Sponsoring Employer may, at its discretion, choose to exclude from the Plan certain groups of Employees from Plan participation. However, pursuant to the rules of universal availability, Employee exclusions *for purposes of Elective Deferrals and Roth Elective Deferrals* are limited to options a. through g. below (if the Sponsoring Employer is not a Church or QCCO as defined in Code §§ 3121(w)(3)(A) and (B) respectively). Select all that apply in the chart below:

Contribution Type	*Employee Exclusions*
1. All Contributions	
2. Elective Deferrals	f
3. Roth Elective Deferrals	f
4. All Contributions (other than Elective Deferrals/Roth Elective Deferrals)	
5. Voluntary After-Tax Contributions	
6. Required After-Tax Contributions	
7. Mandatory Pre-Tax Contributions	
8. Matching Contributions (Match #1)	
9. Matching Contributions (Match #2)	
10. Nonelective Contributions (Nonelective #1)	p
11. Nonelective Contributions (Nonelective #2)	
12. Non-QACA Safe Harbor Matching Contributions	
13. Non-QACA Safe Harbor Nonelective Contributions	
14. QACA Safe Harbor Matching Contributions	
15. QACA Safe Harbor Nonelective Contributions	
16. QMACs	
17. QNECs	

Note: *Employees eligible to make Elective Deferrals to the Plan must be eligible to receive any Safe Harbor Contribution elected by the Employer in section VIII.below.*

***Employee Exclusions*:**

a. No exclusions.

b. Employees who are eligible under another section 403(b) plan of the Employer that permits an amount to be contributed or deferred at the election of the Employee.

c. Employees who are eligible under a section 457(b) eligible Governmental Plan of the Employer that permits an amount to be contributed or deferred at the election of the Employee.

d. Employees who are eligible to make a cash or deferred election (as defined in Treas. Reg. § 1.401(k)-1(a)(3)) under a section 401(k) plan of the Employer.

e. Employees who are nonresident aliens described in Section 410(b)(3)(C) of the Code.

f. Employees who are students performing Services described in Section 3121(b)(10) of the Code. (*If any Employee listed in this subsection f. is given the right to have Elective Deferrals [or any other contribution] made on the Employee's behalf, then no Employee listed in this subsection f. may be excluded from the Plan.*)

g. Employees who normally work fewer than 20 hours per week. (*If any Employee listed in this subsection g. is given the right to have Elective Deferrals [or any other contribution] made on the Employee's behalf, then no Employee listed in this subsection g. may be excluded from the Plan.*) An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 Hours of Service (as defined under in Section 1.65 of the Plan) in such period, and, for each Plan Year ending after the close of that 12-month period, or the 12-month periods commencing with the first anniversary of the Employee's employment commencement date, as elected in i. or ii. below. Under this provision, an Employee who works 1,000 or more Hours of Service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after

the close of that 12-month period shall then be eligible to participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard. If this option g. is elected, the determination of whether the Employee has worked fewer than 1,000 Hours of Service for each subsequent computation period shall be made on the basis of the following *(select i. or ii.)*:

i. ☐ Plan Year
ii. ☐ Anniversary Year

Note: *Although a Code § 403(b) plan is not subject to the requirements of Code § 410(a), a Code § 403(b) plan that is subject to Title I of ERISA must satisfy requirements of § 202(a) of Title I of ERISA that are parallel to the requirements of Code § 410(a). The language in this subsection g. satisfies those requirements.*

h. Other ***(for Elective Deferrals/Roth Elective Deferrals ONLY IF the Sponsoring Employer is a Church pursuant to Code § 3121(w)(3)(A) or QCCO pursuant to Code § 3121(w)(3)(B))***: _____ (*must be permissible under the Code*).
i. Employees who are collective bargained Employees.
j. Employees compensated on an hourly basis.
k. Employees compensated on a salaried basis.
l. Employees compensated on a commission basis.
m. Part-Time/Temporary/Seasonal Employees who work fewer than _____ *(not to exceed 1,000 for Plans subject to ERISA)* Hours of Service. Part-Time/Temporary/Seasonal Employees who complete the Hours of Service selected above, in either the initial eligibility computation period or the subsequent 12-month period, as elected below, will participate on the next Entry Date:
    i. ☐ Plan Year; or
    ii. ☐ Anniversary Year

Note: *If an election was made under subsection g. above, the computation period elected under this subsection m. must correspond to the computation period elected under subsection g.*

n. Highly Compensated Employees.
o. Employees of any Controlled Group Employer (or affiliated service group Employer) that does not affirmatively adopt this Plan.
p. Other **(for Contributions other than Elective Deferrals/Roth Elective Deferrals):** All employees except the Superintendent and the Chief Operating Officer *(must be a nondiscriminatory classification of Employees and permissible under the Internal Revenue Code).*

Note: *Except for Governmental Plans and Plans sponsored by a Church or QCCO under Code §3121(w)(3), the exclusion(s) elected above under options k., l., n., and p. cannot result in the group of Non-Highly Compensated Employees participating in the Plan being only those Non-Highly Compensated Employees with the lowest amount of Compensation and/or the shortest Periods of Service and who may represent the minimum number of these Employees necessary to satisfy coverage under Code § 410(b).*

Note: *Exclusion of certain Employees for purposes of any Employer Contributions may adversely affect the Plan's satisfaction of the minimum coverage requirements under Code § 410(b). Except for Governmental Plans and Plans sponsored by a Church or QCCO, the Plan must satisfy on a continuing basis the requirements of Code §§ 401(a)(4) and 410(b). The eligible group described above must be definitely determinable and cannot be subject to the discretion of the Employer.*

Note: *Employees of any member of the controlled and/or affiliated service group Employer whose*

Employer does not affirmatively adopt this Plan are excluded from the Plan by the terms of the Basic Plan Document. Except for Governmental Plans and Plans sponsored by a Church or QCCO, the Plan must satisfy on a continuing basis the requirements of Code §§ 401(a)(4) and 410(b).

B. ELIGIBILITY REQUIREMENTS

Elective Deferrals/Roth Elective Deferrals. Each Employee who is not excluded under Section III(A) of this Adoption Agreement is immediately eligible and may elect to have Elective Deferrals/Roth Elective Deferrals made on his or her behalf upon becoming employed by the Employer, as soon as administratively feasible. This requirement does *not* apply if the Sponsoring Employer is a Church or QCCO under Code §3121(w)(3).

Contributions other than Elective Deferrals/Roth Elective Deferrals. Each Employee who is not excluded under Section III(A) must meet the eligibility requirements set forth below for each Contribution Type elected by the Plan *(complete the following using the Age, Service and Entry Date requirements specified below for each contribution type):*

Contribution Type	*Age*	*Service*	*Entry Date*
1. All Contributions (except Elective Deferrals/ Roth Elective Deferrals)	a	a	a
2. Elective Deferrals/Roth Elective Deferrals (available *only* for Plans sponsored by a Church or QCCO under Code §3121(w)(3))			
3. Voluntary After-Tax Contributions			
4. Required After-Tax Contributions			
5. Mandatory Pre-Tax Contributions			
6. Matching Contributions (Match #1)			
7. Matching Contributions (Match #2)			
8. Nonelective Contributions (Nonelective #1)			
9. Nonelective Contributions (Nonelective #2)			
10. Non-QACA Safe Harbor Matching Contributions			
11. Non-QACA Safe Harbor Nonelective Contributions			
12. QACA Safe Harbor Matching Contributions			
13. QACA Safe Harbor Nonelective Contributions			
14. QMACs			
15. QNECs			

1. ***Age***

   a. No minimum age required.
   b. Age _____ (*may not exceed 21 for Plans subject to ERISA*).
   c. Age _____ (*may not exceed 21 for Plans subject to ERISA*).
   d. Age _____ *(may not exceed 26. This option is available **only** for Plans maintained exclusively for the benefit of Employees of an educational institution described in Code § 170(b)(1)(A)(ii) and is limited to eligibility requirements for Employer Contributions to the Plan, provided such Employer Contributions will be 100% vested after one (1) Year/Period of Service).*

2. ***Service***
   a. No minimum Service requirement.
   b. One Year/Period of Service.
   c. Two Years/Periods of Service.
   d. _____ (*not to exceed 24 for Plans subject to ERISA*) Months of Service.
   e. _____ (*not to exceed 24 for Plans subject to ERISA*) Months of Service.
   f. _____ (*not to exceed 730 for Plans subject to ERISA*) Days of Service.
   g. _____ (*not to exceed 730 for Plans subject to ERISA*) Days of Service.
   h. _____ (*not to exceed 1,000 for Plans subject to ERISA*) Hours of Service.
   i. _____ (*not to exceed 1,000 for Plans subject to ERISA*) Hours of Service within the _____ (*the monthly period must be a proration of 12 months or less for Plans subject to ERISA*) month(s) time period following an Employee's commencement of employment.

Note: *If the Plan is subject to ERISA and the Employer elects any option that results in a Service requirement that is greater than one Year/Period of Service, but no more than two Years/Periods of Service, then Employer Contributions subject to such requirement must be 100% vested when made.*

Note: *If the Plan is subject to ERISA and the Employer elects any of the options available in d. through i. above, the determination of eligibility for such selection must be based on 12-consecutive month periods. Under these provisions, an Employee who works 1,000 or more Hours of Service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period shall then be eligible to participate in the Plan.*

Note*: Certain age and Service requirements for purposes of any Employer Contributions may adversely affect the Plan's satisfaction of the minimum coverage requirements under Code § 410(b). Except for Governmental Plans and Plans sponsored by a Church or QCCO, the Plan must satisfy on a continuing basis the requirements of Code §§ 401(a)(4) and 410(b).*

3. ***Entry Date.*** *An Employee who has met the Plan's eligibility requirements is eligible to become a Participant in the Plan as of the Entry Date selected below or as soon as administratively feasible thereafter:*
   a. Immediate (this option should only be selected if the Plan has no age or Service requirements).
   b. First day of month on or next following date requirements are met.
   c. First day of payroll period on or next following date requirements are met.
   d. First day of the calendar quarter on or next following date requirements are met.
   e. First day of the Plan quarter on or next following date requirements are met.
   f. First day of the Plan Year or first day of 7th month of Plan Year on or next following date requirements are met.
   g. First day of the Plan Year nearest date requirements are met (can only apply to Employer Contributions).
   h. First day of the Plan Year on or next following date requirements are met.
   i. First day of the Plan Year during which requirements are met (can only apply to Employer Contributions).
   j. Other: _____ (must specify a date that is no later than the latest date permitted under Code § 410(a)(4)).

   Note: *If the Plan is subject to ERISA, options g., h. and i. should not be selected if the eligibility Service requirement in III.B.2 above is more than six months for the contribution type or if there is an age requirement in III.B.1 of more than 20½ years for the contribution type.*

C. ***ELIGIBILITY ON EFFECTIVE DATE*** *(only complete for new Plans. For amended and restated Plans, all Employees who were eligible immediately before the Effective Date of the amendment and restatement will remain eligible for the Plan.)*

(Complete as applicable. If option #1 is selected, options #2 and #3 cannot be selected. Options #2 and #3 can be selected together, or separately, as just option #2 or #3.)

1. ☐ All Employees employed on the Effective Date of the Plan will be required to meet the Plan's age and Service requirements set forth in B. above.

2. ☐ Employees employed on the Effective Date of the Plan will NOT be required to meet the age requirements set forth in B. above.

3. ☐ Employees employed on the Effective Date of the Plan will NOT be required to meet the Service requirements set forth in B. above.

IV. SERVICE CREDITING FOR CONTRIBUTIONS OTHER THAN ELECTIVE DEFERRALS AND ROTH ELECTIVE DEFERRALS

Note: *If a Plan sponsored by a Church or QCCO under Code § 3121(w)(3) elected Service requirements in Section III.B.2. above that apply to Elective Deferrals, any elections made under this Section IV. will also apply to the Elective Deferrals.*

A. ***METHOD FOR DETERMINING SERVICE***

1. ☒ ***Elapsed Time.*** The *Elapsed Time Method* will be used for the following purposes *(select all that apply)*:

   a. ☐ All purposes.
   b. ☒ Eligibility to participate in the Plan.
   c. ☐ Vesting.
   d. ☐ Employer Contributions utilizing a service-based formula *(note that the computation period used to credit a Period of Service for this purpose will be based on the anniversary of the Employee's date of hire (Anniversary Year basis)*).

2. ☐ ***Hours of Service.*** The *Hours of Service Method* will be used for the following purposes *(select all that apply)*:

   a. ☐ *Eligibility to participate* in the Plan. The initial eligibility computation period is based on employment anniversary. The eligibility computation period after the initial eligibility computation period will *(select one)*:

      i. ☐ Shift to the first Plan Year (Plan Year basis) that commences prior to the first anniversary of the Employee's date of hire (and subsequent Plan Years thereafter).
      ii. ☐ Be based on the anniversary of the Employee's date of hire (Anniversary Year basis).

   b. ☐ *Vesting*. The vesting computation period will be *(select one)*:

      i. ☐ Based on the Plan Year (Plan Year basis).
      ii. ☐ Based on the anniversary of an Employee's date of hire (Anniversary Year basis).

   c. ☐ *Employer Contributions utilizing a service-based formula*. For the allocation of Employer Contributions, the computation period used to credit a Year of Service will be the (*select one*):

      i. ☐ Plan Year
      ii. ☐ Anniversary Year

   AND, the ***calculation*** of Hours of Service will *(select one of d. or e. if applicable)*:

   d. ☐ Be based on *actual hours* worked.

   e. ☐ Use an *equivalency* (*Equivalency Method*) based on periods of employment that credits Hours of Service at a rate of *(select one as applicable)*:

      i. ☐ Days worked (10 hours per day).
      ii. ☐ Weeks worked (45 hours per week).
      iii. ☐ Semi-monthly payroll periods worked (95 hours per semi-monthly pay period).
      iv. ☐ Months worked (190 hours per month).

      AND the Equivalency Method will apply to ***all*** Employees, unless selected below:

      v. ☐ The Equivalency Method only applies to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.

   f. ☐ *Number of Hours of Service Required*. Year of Service means the applicable computation period during which an Employee has completed at least *(complete as applicable)*:

i. ☐ _____ *(not to exceed 1,000 for Plans subject to ERISA)* Hours of Service for purposes of ***eligibility*** to participate in the Plan.
ii. ☐ _____ *(not to exceed 1,000 for Plans subject to ERISA)* Hours of Service for purposes of ***vesting***.
iii. ☐ _____ *(not to exceed 1,000 for Plans subject to ERISA)* Hours of Service for purposes of ***Employer Contributions utilizing a service-based formula***.

B. ***FORFEITURE OF YEARS/PERIODS OF SERVICE***. All Years/Periods of Service under the Plan for purposes of eligibility and vesting are counted unless *(select one if applicable)*:

1. ☐ Forfeited on the date a non-vested Participant incurs 5 consecutive one-year Breaks in Service *("rule of parity" as defined in Section 2.5(b)(ii) of the Basic Plan Document)*.
2. ☐ Forfeited based on the following rule: _____ *(If the Plan is subject to ERISA, it cannot be less favorable than the "rule of parity" as defined in Section 2.5(b)(ii) of the Basic Plan Document and must be permissible under the Code).*

C. ***REINSTATEMENT OF YEARS/PERIODS OF SERVICE***. Years/Periods of Service under the Plan for purposes of eligibility and vesting are reinstated as follows *(select one only if B.1 or B.2 is selected above)*:

1. ☐ On the date an Employee is reemployed and completes an Hour of Service with a Controlled Group Employer if such Hour of Service is completed prior to the date on which the Employee incurs 5 consecutive one-year Breaks in Service.

2. ☐ Based on the following rule: _____ *(if the Plan is subject to ERISA, the rule must satisfy the one-year hold out rule pursuant to Code § 410(a)(5)(C). Therefore, if a Participant is reemployed and then completes a year of service, beginning with the recommencement date, participation must be reinstated as of the reemployment commencement date, which is the first day the Employee is credited with an Hour of Service for the performance of duties after the first eligibility computation period in which the Employee incurs a one-year Break in Service).*

D. ***SERVICE WITH UNRELATED PREDECESSOR EMPLOYERS***. *(Except for Governmental Plans and Plans sponsored by a Church or QCCO, service credited for an Employee of an unrelated predecessor employer cannot be discriminatory. Select one):*

1. ☒ Not recognized under the Plan.

2. ☐ Recognized for all unrelated predecessor employers for all purposes under the Plan.

3. ☐ Recognized, but only for purposes of contributions other than Elective Deferrals and Roth Elective Deferrals (*complete as applicable*):

Name of Predecessor Employer	***Eligibility***	***Vesting***	***Employer Contribution Allocation***
a. All unrelated predecessor employers	☐	☐	☐
b.	☐	☐	☐
c.	☐	☐	☐
d.	☐	☐	☐

Note: *If the unrelated predecessor Employer(s) maintained this Plan, then Years/Periods of Service with such Employer(s) must be recognized under the Plan regardless of any selection above.*

Note: *For Plans subject to ERISA, Service with any Controlled Group Employer must be recognized in accordance with applicable ERISA provisions for purposes of eligibility and vesting.*

V. COMPENSATION

A. ***COMPENSATION.*** Compensation with respect to any Participant means *(select the definition of Compensation and the Compensation Determination Period for each contribution type from the options given below):*

Contribution Type	*Compensation Definition*	*Compensation Determination Period*
1. All Contributions	b	b
2. Elective Deferrals/Roth Elective Deferrals		
3. Voluntary After-Tax Contributions		
4. Required After-Tax Contributions		
5. Mandatory Pre-Tax Contributions		
6. Matching Contributions (Match #1)		
7. Matching Contributions (Match #2)		
8. Nonelective Contributions (Nonelective #1)		
9. Nonelective Contributions (Nonelective #2)		
10. Non-QACA Safe Harbor Matching Contributions		
11. Non-QACA Safe Harbor Nonelective Contributions		
12. QACA Safe Harbor Matching Contributions		
13. QACA Safe Harbor Nonelective Contributions		
14. QMACs		
15. QNECs		
16. ACP Test	N/A	N/A

1. ***Compensation Definition***
   a. Wages, tips and other compensation on Form W-2 (Code § 6041/6051).
   b. Code § 3401(a) wages (wages for withholding purposes).
   c. 415 safe harbor compensation.

   Note*: All of the above Compensation definitions include all pre-tax contributions unless elected as a Compensation exclusion below.*

   Note*: The 415 safe harbor Compensation definition must be used, and will be deemed elected, for the Highly Compensated Employee determination and Code § 415 limitations.*

   Note*: All of the Compensation definitions under 1. directly above satisfy the requirements of Code § 415. To satisfy Code § 415(c)(3), any Compensation limitations or exclusions that do not fall under the safe harbor definitions of Compensation must be tested to determine if the definition of Compensation as modified, satisfies Code Section 414(s).*

2. ***Compensation Determination Period.*** Compensation will be based on the following Determination Period:
   a. The Plan Year while a Participant.
   b. The Plan Year.
   c. The calendar year ending with or within the Plan Year.

B. ***COMPENSATION DOLLAR LIMITATION.*** Compensation will be limited to the Code § 401(a)(17) limit of $265,000 (for periods after 2015, as indexed) for all contributions other than Elective Deferrals/Roth Elective Deferrals, ***UNLESS*** the following box is selected *(select if applicable and enter dollar amount and name of applicable contribution types). This election cannot be selected for any contributions that are based on a permitted disparity allocation formula):*

☐ Compensation of less than the Code § 401(a)(17) limit of $265,000 (for periods after 2015, as indexed) will be used in the following amount: $_____**,** and for the following contribution types *(enter the applicable contribution types - see Section II.I. above for a list of this Plan's contribution types)*:_____.

Note*: If a reduced Compensation limit is elected in Section V.B. herein, additional nondiscrimination testing will be required to determine if the definition of Compensation as modified, satisfies Code Section 414(s).*

Note: *If a reduced Compensation limit is elected in Section V.B. herein, this reduction shall not apply to Employees who are Non-Highly Compensated Employees relating to any safe harbor contributions, including options 10-13 in Section V.A. above.*

C. ☐ ***DEEMED SECTION 125 COMPENSATION.*** The Employer elects to *include* deemed Code § 125 Compensation not available to a Participant in cash in lieu of group health coverage in the Plan's definition of Compensation.

Note: *A definition of Compensation that otherwise satisfied Code § 415(c)(3) will not fail to satisfy § 415(c)(3) merely because it is amended to incorporate deemed Code § 125 compensation as provided for in Rev. Rul. 2002-27. If this option is selected, and the definition of Compensation incorporates deemed § 125 compensation, the Plan must apply uniformly to all Employees with respect to whom amounts subject to § 125 are included in Compensation.*

D. ***COMPENSATION EXCLUSIONS.*** Compensation will be reduced by (*select any exclusions from Compensation for each contribution type from the options given below*):

Contribution Type	***Compensation Exclusions***
1. All Contributions	a
2. Elective Deferrals/Roth Elective Deferrals	
3. Voluntary After-Tax Contributions	
4. Required After-Tax Contributions	
5. Mandatory Pre-Tax Contributions	
6. Matching Contributions (Match #1)	
7. Matching Contributions (Match #2)	
8. Nonelective Contributions (Nonelective #1)	
9. Nonelective Contributions (Nonelective #2)	
10. Non-QACA Safe Harbor Matching Contributions	
11. Non-QACA Safe Harbor Nonelective Contributions	
12. QACA Safe Harbor Matching Contributions	
13. QACA Safe Harbor Nonelective Contributions	
14. QMACs	
15. QNECs	

Compensation Exclusions:

a. No exclusions.
b. Elective Deferrals under this Plan and all elective contributions (other than Roth Elective Deferrals, Rollover Contribution or transfers) not includible in gross income under Code §§ 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), or 457(b).
c. Overtime.
d. Bonuses.
e. Commissions.
f. Holiday and vacation pay.
g. Reimbursements or other expense allowances, fringe benefits (cash or noncash), moving expenses, deferred compensation, and welfare benefits.
h. Certain post-severance payments that would otherwise have been made while the Participant was employed: (i) accrued bona fide sick, vacation and other leave; and (ii) distributions from a nonqualified unfunded deferred compensation plan.
i. Differential Wage Payments.
j. Exclusion applies only to Participants who are Highly Compensated Employees.
k. Compensation in excess of $____ for Highly Compensated Employees.
l. Other: ____ *(must be definitely determinable and permissible under the Code).*

Note: *Any exclusion from Compensation (except options a., b., g., h., j., and k. above) must meet the requirements of Code §§ 401(a)(4) and 414(s) and the Regulations thereunder. These exclusions do not fall under the safe harbor definitions of Compensation and must be tested to determine if the definition of Compensation as modified satisfies Code § 414(s).*

VI. EMPLOYEE CONTRIBUTIONS

A. *ELECTIVE DEFERRALS*

1. ***Deferral Limit***. Participants will be permitted to make Elective Deferrals subject to the minimum contribution and/or maximum contribution requirement *(select all that apply and complete as applicable)*:

   a. ☒ In any amount up to the maximum amount allowed by law under Code §§ 415 and 402(g).
   b. ☐ Up to _____% (*may not exceed 100%*).
   c. ☐ From _____% to _____% (*may not exceed 100%*).
   d. ☐ In a flat dollar amount up to a maximum of $_____ (*may not exceed, the dollar limits, as adjusted, pursuant to Code §§ 402(g) and 414(v), as applicable*).
   e. ☐ ***Bonus Election:*** A Participant may make a separate election to defer up to _____% or $_____ of any bonus or other incentive Compensation (*may not exceed 100% or the dollar limits, as adjusted, in Code §§ 402(g) and 414(v), as applicable*).

2. ***Roth Elective Deferrals***. May Eligible Participants make Roth Elective Deferrals to the Plan *(select one)?*

   a. ☐ No.
   b. ☒ Yes.

3. ***Age 50 Catch-Up Elective Deferrals***. May Eligible Participants make Age 50 Catch-Up Elective Deferrals to the Plan *(select one)?*

   a. ☐ No.
   b. ☒ Yes.

4. ***Special Section 403(b) Catch-Up Elective Deferrals.*** A Participating Employer who is a "qualified organization," as defined pursuant to Treas. Reg. § 1.403(b)-4(c)(3)(ii), may allow Eligible Participants who have completed at least 15 Years of Service to make special Catch-Up Contributions as permitted by Code § 402(g)(7). May Eligible Participants who have completed at least 15 Years of Service with a Participating Employer make Special Section 403(b) Catch-up Elective Deferrals (*select one*)?

   a. ☐ No.
   b. ☒ Yes.

B. *AUTOMATIC ELECTIVE DEFERRALS*

Automatic Elective Deferral Feature (*select one of the four bulleted boxes directly below as applicable, and then complete the corresponding instructions, as applicable*):

- ☒ **The Plan does not provide for Automatic Elective Deferrals** – *skip to subsection C. below.*
- ☐ **Automatic Contribution Arrangement (ACA)** – *complete 1. below.*
- ☐ **Eligible Automatic Contribution Arrangement (EACA)** – *complete 2. below. An EACA may not be added to a section 403(b) plan for any Plan Year unless notice of the EACA is provided to Employees prior to the beginning of such Plan Year.*
- ☐ **Qualified Automatic Contribution Arrangement (QACA)** – *do not complete this section; instead complete Section VIII.B. Any QACA that allows the 90-day option of a Permissible Withdrawal is also an EACA.*

1. ☐ ***Automatic Contribution Arrangements (ACAs)*** (*select appropriate box below, as applicable*):

   ☐ **Addition of an Automatic Elective Deferral feature under the Plan** (*select this option if Plan is implementing an ACA for the first time. In such case, complete option regarding excluded groups directly below (if applicable), and subsections a.i.(A),and (B)(I)-(V) below, as applicable.)*

☐ **Changes to an existing Automatic Elective Deferral feature under the Plan** (*select this option if Plan is making changes to its current ACA or is changing its existing Automatic Elective Deferral feature under the Plan to an ACA (e.g., change from an EACA to an ACA). In either case, complete option regarding excluded groups directly below (if applicable), and subsections a.ii.(A),(B),(C)(I)-(V) below, as applicable.)*

☐ **Plan restatement with no changes to the current ACA provisions under the Plan** (*complete option regarding excluded groups directly below (if applicable), and subsections a.ii.(A),(B),(C)(I)-(V) below, as applicable.)*

☐ **The following group(s) of Eligible Employees are not covered by the ACA** (insert excluded groups, if any):
[Complete only if the Employer is excluding any groups from the ACA. Note that this is not intended to be the same as the Employee class exclusions in your Plan, as reflected in Section III.A herein.]

a. **Coverage of ACA Feature:**
The Employer elects the applicable coverage provisions for the ACA, which shall be applied as follows *(check all that apply in (i.) or (ii.) below, as applicable. For changes to existing automatic deferral provisions, select only the provisions that are changing. For Plan restatements with no changes to their current ACA, enter current Plan provisions in (ii) below):*

i. ☐ ***Coverage for Plans Implementing an ACA for the First Time:***

	Auto-Deferral	***Escalation***	*(if escalation is selected, also complete Section ii. "Escalation" below):*
(A)	☐	☐	**Newly Eligible Employees:** Employees eligible on or after the Effective Date entered in Section II.F above. ☐ Automatic Percentage: _____%
(B)	☐	☐	**Current Participants:** ☐ Automatic Percentage: _____% *Applies to the following groups of Employees under the Plan (select all that are applicable):*
(I)	☐	☐	Employees who are eligible to participate but not deferring under the Plan as of the Effective Date entered in Section II.F above.
(II)	☐	☐	Participants who are deferring at a percentage less than the Automatic Percentage as of the Effective Date entered in Section II.F above.
(III)	☐	☐	Participants who are deferring at a percentage equal to the Automatic Percentage as of the Effective Date entered in Section II.F above.
(IV)		☐	Participants who are deferring at a percentage above the Automatic Percentage as of the Effective Date entered in Section II.F above *(applicable to ACAs only, and only for purposes of escalation)*.

ii. ☐ ***Coverage for: (1) Plans with Existing ACAs Electing Change(s) to Current Provisions, (2) Plans with Existing Automatic Elective Deferral Feature Electing to Change to an ACA; or (3) Plan Restatements with No Changes to Existing ACA Provisions:***

Note: *If the Automatic Percentage is being changed, select appropriate covered groups. Under the selected groups, indicate any change in Automatic Percentage by checking off the second option ("Change in Automatic Percentage") and indicate new*

percentage. If no change in the Automatic Percentage for the selected groups, or this is a Plan restatement with no changes to the current Automatic Percentage, select the first option ("Current Automatic Percentage") and indicate the current percentage.

	Auto-Deferral	***Escalation***	*(if escalation is selected, also complete Section b. "Escalation" below):*
(A)	☐	☐	**Previously Auto-Deferred Group***:* Participants who are deferring at an Automatic Percentage with no affirmative election *(select one, as applicable)*. ☐ Current Automatic Percentage: _____% ☐ Change in Automatic Percentage: _____%
(B)	☐	☐	**Newly Eligible Employees**: Employees eligible on or after the Effective Date entered in Section II.F above *(select one, as applicable)*. ☐ Current Automatic Percentage: _____% ☐ Change in Automatic Percentage: _____%
(C)	☐	☐	**Current Participants**: ☐ Automatic Percentage: _____%. Applies to the following groups of Employees under the Plan *(select all that are applicable)*:
(I)	☐	☐	Employees who are eligible to participate but not deferring under the Plan as of the Effective Date entered in Section II.F above.
(II)	☐	☐	Participants who are deferring at a percentage less than the Automatic Percentage as of the Effective Date entered in Section II.F above.
(III)	☐	☐	Participants who are deferring at a percentage equal to the Automatic Percentage as of the Effective Date entered in Section II.F above.
(IV)		☐	Participants who are deferring at a percentage above the Automatic Percentage as of the Effective Date entered in Section II.F above *(applicable to ACAs only, and only for purposes of escalation)*.

b. ☐ **Escalation**

i. ☐ **Annual increase in Automatic Percentage**. If selected, the Automatic Percentage stated above will be increased by _____% each year up to a maximum Automatic Percentage of _____%.

ii. ☐ **Annual increase applicable to affirmative elections**. An escalation provision will apply to any Participant selected in 1.a.i. or 1.a.ii. above who has made an affirmative election, until the first time such Participant opts out of this escalation, as follows:

- Such Participant's annual Elective Deferral percentage will be increased by _____% each year up to a maximum Elective Deferral percentage of _____%.

Note*: This option b.ii. is applicable to ACAs only, and selecting this option requires that the Employer provide an annual Notice to ALL Eligible Employees who are subject to the escalation provision, including those who have made an affirmative deferral election.*

***Note**: The same escalation percentage and maximum Elective Deferral percentage must apply to all Participants who are subject to escalation.*

c. **Timing of Increase in Automatic Percentage and/or Affirmative Elections**

i. **Increases.** Increases will occur annually as soon as administratively feasible on or after *(check one box below and insert applicable increase date)*:

(A) ☐ First day of the Plan Year.

(B) ☐ Anniversary of the Participant's automatic enrollment.

(C) ☐ Specific increase date *(notice to Participants must be provided at least 30 days in advance):* _____.

ii. **Wait Period.** Wait period for Plan's initial auto-enrollment Automatic Percentage or Elective Deferral Percentage escalation is as follows *(select one box and complete as applicable. Note that for Plans selecting "Anniversary of the Participant's automatic enrollment" as the increase date (option 1.c.i.(B) above), there should be no wait period indicated in (B) below and option (A) should be selected)*:

(A) ☐ No wait period.

(B) ☐ The Automatic Percentage or Elective Deferral Percentage will remain in effect for a _____ month period before the first annual increase occurs *(wait period is the period prior to initial date of increase)*.

d. **Annual Expiration of Prior Affirmative Elections**

{Annual Expiration of Prior Elections Comments:
- *Any Participant who is deferring at or above the Plan's maximum Automatic Percentage for the current Plan Year will continue to defer at such rate, unless the Participant makes some other affirmative election.*
- *Options iii., iv., and v. below are ONLY available for ACAs.}*

☐ As soon as administratively feasible on or after _____ *((mm/dd) -- insert date elected by the Employer)* of each year, existing affirmative elections will expire, and such elections of the Eligible Employees selected below will be automatically increased, unless they affirmatively elect not to participate or elect to participate at a different deferral percentage *(select all that are applicable)*:

i. ☐ Current Employees who are eligible to participate but not deferring shall have their Elective Deferrals withheld in the amount of the Plan's Automatic Percentage.

ii. ☐ Current Participants who are deferring less than or equal to the Plan's Automatic Percentage shall have their Elective Deferrals withheld in the amount of the Plan's Automatic Percentage.

iii. ☐ Current Participants who are deferring less than or equal to the Plan's Automatic Percentage shall have their current Elective Deferrals increase by _____%.

iv. ☐ Current Employees who are eligible to participate but not deferring shall have their Elective Deferrals increase by _____%.

v. ☐ Current Participants who are deferring at a percentage equal to or above the Plan's Automatic Percentage and below the Plan's maximum Automatic Percentage shall have their Elective Deferrals increase by _____%.

2. ☐ ***Eligible Automatic Contribution Arrangements (EACAs)*** (*select appropriate box below, if applicable*):

☐ **Addition of an Automatic Elective Deferral feature under the Plan** *(select this option if Plan is implementing an EACA for the first time. In such case, complete subsections a. and b.below, as applicable. If applicable, also complete c. and d. below.) An EACA may not be added to a section 403(b) plan for any Plan Year unless notice of the EACA is provided to Employees prior to the beginning of such Plan Year.*

☐ **Changes to an existing Automatic Elective Deferral feature under the Plan** (*select this option if Plan is making changes to its current EACA or is changing its existing automatic deferral feature under the Plan to an EACA (e.g., change from an ACA to an EACA.) In either case, complete subsection a. below, and either b.i. or b.ii.(2) as applicable. If applicable, also complete c. and d. below.)*

☐ **Plan restatement with no changes to the current EACA provisions under the Plan** *(complete subsection a. below for all such cases, and either b.i. or b.ii.(2) as applicable. If applicable, also complete c. and d. below.)*

☐ **The following group(s) of Eligible Employees are not covered by the EACA** (insert excluded groups, if any):
[Complete only if the Employer is excluding any groups from the EACA. NOTE: If this option is selected, the EACA nondiscrimination testing extension is not permitted. This exclusion is not intended to be the same as the Employee class exclusions in your Plan, as reflected in Section III.A herein.]

***Note**: If the Plan has a Qualified Automatic Contribution Arrangement (QACA), do not complete this section; complete Section VIII.B instead.*

{EACA Comments:
- *Select an EACA only if you want to take advantage of the 6 months testing extension (see section b.(i) below) and/or permissible withdrawals (see a. directly below).*
- *A "permissible withdrawal" is any refund of all Elective Deferrals requested by the Employee within 90 days of the first Elective Deferral being contributed to the EACA on behalf of the Employee.*
- *An EACA must be added at the beginning of a Plan Year (unless added only for new hires) and notice of the EACA must be provided to Employees prior to the beginning of such Plan Year*
- *An EACA can allow only limited changes to the covered group during the Plan Year.*
- *An EACA must have one Automatic Percentage under the Plan.*
- *Any escalation provision must apply to all Participants who are deferring at the Automatic Percentage with no affirmative election.*
- *Do not select an EACA if you wish to apply an escalation provision to everyone in the Plan, and not just to Participants deferring at the Automatic Percentage as defined in b.ii. below.}*

a. **Permissible Withdrawals Under an EACA** *(select one):*

i. ☐ Permissible withdrawals ***are*** permitted **--** Employees may withdraw Elective Deferrals with attributable earnings from the Plan no later than 90 days after the date the first Automatic Percentage is deducted from the Employee's paycheck.

ii. ☐ Permissible withdrawals are *not* permitted.

b. **Coverage of EACA Feature**

i. ☐ **EACA nondiscrimination testing extension election** (*to select this option, all Eligible Employees must be covered by the EACA.*)

{EACA Testing Extension Election Comments:
- *This option must be added at the beginning of the Plan Year.*
- *Selecting this option will allow Plan to be eligible for the six (6) month extension that applies to the timing requirement of a distribution of Excess Contributions or Excess Aggregate Contributions.*
- *Selecting this option requires that ALL Eligible Employees make an affirmative election or be automatically enrolled in the Plan.*
- *Selecting this option requires that the Employer provide an annual EACA notice to ALL Eligible Employees, including those who have made an affirmative deferral election.}*

ii. ☐ **Coverage:** The Employer elects the applicable coverage provisions for the EACA which shall be applied as follows (*check all that apply in (1) or (2) below, as applicable*. *For changes to existing automatic deferral provisions, select only the provisions that are changing. For Plan restatements with no changes to their current EACA, enter current Plan provisions in (2) below*):

(1) ☐ ***Coverage for Plans Implementing an EACA for the First Time****:*

	Auto-Deferral	**Escalation**	*(if escalation is selected, also complete Section iii. (Escalation) below)*:
(A)	☐	☐	**Newly Eligible Employees**: Employees eligible on or after the Effective Date entered in Section II.F. above. ☐ Automatic Percentage: _____%
(B)	☐	☐	**Current Participants** (*other than newly Eligible Employees*): ☐ Automatic Percentage: _____%. *Applies to the following groups of Employees under the Plan (select all that are applicable):*
(I)	☐	☐	Employees who are eligible to participate but not deferring under the Plan as of the Effective Date entered in Section II.F. above.
(II)	☐	☐	Participants who are deferring at a percentage less than the Automatic Percentage as of the Effective Date entered in Section II.F. above.
(III)	☐	☐	Participants who are deferring at a percentage equal to the Automatic Percentage as of the Effective Date entered in Section II.F. above.

(2) ☐ ***Coverage for (1) Plans with Existing EACAs Electing Change(s) to Current Provisions, (2) Plans with Existing Automatic Elective Deferral Feature Electing to Change to an EACA, or (3) Plan Restatements with No Changes to Existing EACA Provisions****:*

Note*: If the Automatic Percentage is being changed, select appropriate covered groups. Under the selected groups, indicate any change in Automatic Percentage by checking off the second option ("Change in Automatic Percentage") and indicate new percentage. If no change in the Automatic Percentage for the selected groups, or this is a Plan restatement with no changes to the current Automatic Percentage, select the first option ("Current Automatic Percentage") and indicate the current percentage.*

	Auto-Deferral	**Escalation**	(*if escalation is selected, also complete Section iii. (Escalation) below*):
(A)	☐	☐	**Previously Auto-Deferred Group**: Participants who are deferring at an Automatic Percentage with no affirmative election (*select one, as applicable*). ☐ Current Automatic Percentage: _____% ☐ Change in Automatic Percentage: _____%
(B)	☐	☐	**Newly Eligible Employees**: Employees eligible on or after the Effective Date entered in Section II.F. above. (*select one, as applicable*). ☐ Current Automatic Percentage: _____% ☐ Change in Automatic Percentage: _____%
(C)	☐	☐	**Current Participants** (*other than newly Eligible Employees*): ☐ Automatic Percentage: _____%. *Applies to the following groups of Employees under the Plan (select all that are applicable):*

(I)	☐	☐	Employees who are eligible to participate but not deferring under the Plan as of the Effective Date entered in Section II.F. above.
(II)	☐	☐	Participants who are deferring at a percentage less than the Automatic Percentage as of the Effective Date entered in Section II.F. above.
(III)	☐	☐	Participants who are deferring at a percentage equal to the Automatic Percentage as of the Effective Date entered in Section II.F. above.

c. ☐ **Escalation**

i. ☐ **Annual increase in Automatic Percentage.** If selected, the Automatic Percentage stated above will be increased by _____% each year up to a maximum Automatic Percentage of _____%.

***Note**: Any escalation applicable to an EACA must apply to all Participants who are deferring at an Automatic Percentage with no affirmative election.*

ii. **Timing of increase in Automatic Percentage.** Increases will occur annually as soon as administratively feasible on or after *(check one box below and insert applicable increase date)*:

(A) ☐ **First day of the Plan Year.**

(B) ☐ **Anniversary of the Participant's automatic enrollment.**

(C) ☐ **Specific increase date** (*notice to Participants must be provided at least 30 days in advance*).

iii. **Wait period for Plan's initial auto-enrollment Automatic Percentage escalation** (*select one box and complete as applicable. Note that for Plans selecting "Anniversary of the Participant's automatic enrollment" as the increase date (option ii.(B) above), there should be no wait period indicated in (B) below and option (A) should be selected*):

(A) ☐ No wait period.

(B) ☐ The Automatic Percentage will remain in effect for a _____ month period before the first annual increase occurs (*wait period is the period prior to initial date of increase*).

d. ☐ **Annual Expiration of Prior Affirmative Elections**

{Annual Expiration of Prior Elections Comments:

- *Any Participant who is deferring at or above the Plan's maximum Automatic Percentage for the current Plan Year will continue to defer at such rate, unless the Participant makes some other affirmative election.*
- *If adding expiration during the middle of a Plan Year, it can only affect the same covered groups.*
- *Annual expiration can only be effective as of the beginning of the Plan Year.}*

☐ As soon as administratively feasible on or after _____ *((mm/dd) -- insert date elected by the Employer)* of each year, existing affirmative elections will expire, and the Eligible Employees selected below will be automatically enrolled, unless they affirmatively elect not to participate or elect to participate at a different deferral percentage:

i. ☐ Current Employees who are eligible to participate but not deferring shall have their Elective Deferrals withheld in the amount of the Plan's Automatic Percentage.

ii. ☐ Current Participants who are deferring less than or equal to the Plan's Automatic Percentage shall have their Elective Deferrals withheld in the amount of the Plan's Automatic Percentage.

C. ***VOLUNTARY AFTER-TAX CONTRIBUTIONS.*** The Plan does not allow Voluntary After-Tax Contributions unless otherwise selected below *(select and complete as applicable)*:

1. ☐ Participants may make Voluntary After-Tax Contributions in an amount from _____% to _____% of Compensation (*range may be no less than 0% and may not exceed 100%*).
2. ☐ Participants may make Voluntary After-Tax Contributions of $_____ to $_____ (*range may be no less than $0 and may not exceed the dollar limits, as adjusted, pursuant to Code § 415, as applicable*).
3. ☐ Participants may make Voluntary After-Tax Contributions up to the maximum permitted by law.
4. ☐ The maximum combined limit of Elective Deferrals, Roth Elective Deferrals, and Voluntary After-Tax Contributions will not exceed _____% (*may not exceed 100%*) or $_____ (*may not exceed the dollar limit, as adjusted, pursuant to Code § 415, as applicable*).

D. ***REQUIRED AFTER-TAX CONTRIBUTIONS.*** The Plan does not allow Required After-Tax Contributions unless otherwise selected below *(select and complete as applicable)*:

1. ☐ Participants are required to make Required After-Tax Contributions in an amount of _____% of Compensation (*may not exceed 100%*).
2. ☐ Participants are required to make Required After-Tax Contributions of a flat dollar amount of $_____ (*may not exceed the dollar limit, as adjusted, pursuant to Code § 415, as applicable*).
3. ☐ The maximum combined limit of Elective Deferrals, Roth Elective Deferrals, and Required After-Tax Contributions will not exceed _____% (*may not exceed 100%*) or $_____ (*may not exceed the dollar limit, as adjusted, pursuant to Code § 415, as applicable*).
4. Required After-Tax Contributions are (*check one, if applicable*):
   - ☐ Conditioned on a one-time irrevocable election made by the Employee at the time of initial employment as to whether the Employee will make the required contribution to the Plan.
   - ☐ A condition of employment (*all Employees must make the required contribution to the Plan*).

E. ***MANDATORY PRE-TAX CONTRIBUTIONS.*** The Plan does not allow Mandatory Pre-Tax Contributions unless otherwise selected below (*select and complete as applicable*):

1. ☐ Participants are required to make Mandatory Pre-Tax Contributions in an amount of _____% of Compensation (*may not exceed 100%*).
2. ☐ Participants are required to make Mandatory Pre-Tax Contributions of a flat dollar amount of $_____ (*may not exceed the dollar limit, as adjusted, pursuant to Code § 415, as applicable*).
3. ☐ The maximum combined limit of Elective Deferrals, Roth Elective Deferrals, and Mandatory Pre-Tax Contributions will not exceed _____% (*may not exceed 100%*) or $_____ (*may not exceed the dollar limit, as adjusted, pursuant to Code § 415, as applicable*).

4. Mandatory Pre-Tax Contributions are (check one, if applicable):
   - ☐ Conditioned on a one-time irrevocable election made by the Employee at the time of initial employment as to whether the Employee will make the required contribution to the Plan.
   - ☐ A condition of employment (*all Employees must make the required contribution to the Plan*).

Note: *Contributions made pursuant to Subsections C., D., and E. herein shall be made in a nondiscriminatory manner to satisfy nondiscrimination testing.*

F. ***EMPLOYEE CONTRIBUTION MODIFICATIONS***

1. A Participant may modify the rate of Employee Contributions (including Elective Deferrals, Roth Elective Deferrals, and Voluntary After-Tax Contributions) as of *(select one)*:

   a. ☒ The beginning of each payroll period.
   b. ☐ The first day of each month.
   c. ☐ The first day of each quarter.
   d. ☐ The first day of each semi-annual period.
   e. ☐ The first day of each Plan Year.

f. ☐ Other: ___*(must be other than above and at least once per Plan Year).*

2. A Participant may reinstate Employee Contributions (including Elective Deferrals, Roth Elective Deferrals, and Voluntary After-Tax Contributions) as of *(select one)*:

a. ☒ The beginning of each payroll period.
b. ☐ The first day of each month.
c. ☐ The first day of each quarter.
d. ☐ The first day of each semi-annual period.
e. ☐ The first day of each Plan Year.
f. ☐ Other: ___*(must be other than above and at least once per Plan Year).*

G. ***ROLLOVER CONTRIBUTIONS*** *(select 1. or 2. (but not both), and if applicable, 3, 4., and/or 5.):*

1. ☐ The Plan will ***not*** accept Rollover Contributions.
2. ☒ The Plan ***will*** accept Rollover Contributions.

3. ☒ **Direct Rollovers.** The Plan will accept a Direct Rollover of an Eligible Rollover Distribution from the following types of Eligible Retirement Plans *(select each that applies or none)*:

a. ☒ A qualified plan described in Code § 401(a) or 403(a), excluding Voluntary After-Tax Contributions.
b. ☐ A qualified plan described in Code § 401(a) or 403(a), including Voluntary After-Tax Contributions.
c. ☒ A plan described in Code § 403(b), excluding Voluntary After-Tax Contributions.
d. ☐ A plan described in Code § 403(b), including Voluntary After-Tax Contributions.
e. ☐ An eligible plan under Code § 457(b) that is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state.
f. ☒ If the Plan allows Roth Elective Deferrals, a Roth Elective Deferral Account described in Code § 402A.

4. ☒ **Participant Rollover Contributions.** The Plan will accept a Participant Rollover Contribution of an Eligible Rollover Distribution from the following types of Eligible Retirement Plans *(select each that applies or none)*:

a. ☒ A qualified plan described in Code § 401(a) or 403(a).
b. ☒ A plan described in Code § 403(b).
c. ☐ An eligible plan under Code § 457(b) that is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state.
d. ☒ An individual retirement account or annuity described in Code § 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includable in gross income.

5. ☐ **In-Plan Roth Conversion Contributions** *(can only be selected if Plan allows for Roth Elective Deferrals)*: The Plan will, as soon as administratively feasible following a Roth conversion election made under the Plan and subject to any limitation under the Plan's administrative guidelines, accept an In-Plan Roth Conversion Contribution to a designated Roth Account under the Plan. Only amounts that are distributable under the Plan may be included in an In-Plan Roth Conversion Contribution.

VII. EMPLOYER CONTRIBUTIONS

A. ***DISCRETIONARY MATCHING CONTRIBUTIONS.*** The Employer will have the right to make discretionary Matching Contributions under the Plan, as further described and defined in Section A.1 and/or A.2 below *(select and complete 1. and/or 2. below as applicable):*

Note*: If this is a safe harbor Plan that satisfies the ACP safe harbor nondiscrimination testing requirements (as elected in Section VIII.A. or VIII.B below), then any discretionary match(es) (as may be elected in Sections VII.A.1., VII.A.2. and/or Section VII.C.) shall not exceed a total of four percent (4%) of each Employee's Compensation and the Employer shall not impose an allocation requirement to receive the match(es).*

1. ☐ ***Matching Contribution #1***

   a. **Matching Contribution #1 will match the following contribution types** *(complete if applicable and select all that apply):*

      i. ☐ Elective Deferrals (including Roth Elective Deferrals, if applicable).
      ii. ☐ Catch-Up Contributions *(if the Plan is a safe harbor Plan, Age 50 Catch-Up Elective Deferrals **must** be matched if otherwise eligible).*
      iii. ☐ Voluntary After-Tax Contributions.
      iv. ☐ Required After-Tax Contributions.
      v. ☐ Mandatory Pre-Tax Contributions.
      vi. ☐ 457(b) Deferrals *(made to an existing 457(b) plan sponsored by the Employer, the name of which is:_____).*

   b. **Formula for Matching Contribution #1** *(select one, and complete as applicable):*

      i. ☐ *Discretionary Match*: The Employer will have the right to make a discretionary Matching Contribution, which will be determined by the Employer with respect to each Plan Year's Eligible Participants.

      ii. ☐ *Percentage of Deferral Match:* The Employer may contribute to each Eligible Participant an amount equal to _____% (*not to exceed 500%*) of the first _____% (*not to exceed 500%*) of the Participant's Employee Contributions contributed to this Plan or to an existing 457(b) plan *(as elected in Option a.vi. in the preceding section)*, up to a maximum of _____% of Compensation (*not to exceed the Annual Addition limit for the Plan Year*) or $_____ (*not to exceed the Annual Addition limit for the Plan Year*).

      iii. ☐ *Percentage of Compensation Match:* The Employer may contribute to each Eligible Participant an amount equal to _____% (*not less than 1%*) of Compensation if the Eligible Participant contributes at least _____% *(not to exceed 100%)* of Compensation to this Plan or an existing 457(b) plan *(as elected in Option a.vi. in the preceding section)*.

      iv. ☐ *Uniform Dollar Match:* The Employer may contribute to each Eligible Participant an amount equal to $_____ if the Participant contributes at least _____% *(not to exceed 100%)* of Compensation or $_____ (*may not exceed the dollar limits, as adjusted, pursuant to Code §§ 402(g) and 414(v), if applicable*) to this Plan or an existing 457(b) plan *(as elected in Option a.vi. in the preceding section)*. The Matching Contribution will be made up to a maximum of _____% of Compensation (*not to exceed the Annual Addition limit for the Plan Year*) or $_____ (not to exceed *the Annual Addition limit for the Plan Year*).

      v. ☐ *Tiered Match:* The Employer may contribute to each Eligible Participant an amount equal to *(add additional tiers if necessary)*:

         _____% of the first _____% of the Participant's Compensation contributed; and
         _____% of the next _____% of the Participant's Compensation contributed; and
         _____%of the next _____% of the Participant's Compensation contributed to this Plan or to an existing 457(b) plan *(as elected in Option a.vi. in the preceding section)*. (*No Employer Contribution made as a result of this tiered match formula may exceed the Annual Addition limit for the Plan Year.*)

         Note: *If this is a safe harbor Plan that satisfies the ACP safe harbor nondiscrimination testing requirements (as elected in Section VIII.A. or VIII.B below), then the rate of Matching Contribution specified above cannot increase as the deferral/contribution rate increases*.

      vi. ☐ *Years/Periods of Service Match:* The Employer may contribute to each Eligible Participant an amount equal to a uniform percentage of such Participant's Employee Contributions made to this Plan or to an existing 457(b) plan *(as elected in Option*

a.vi. in the preceding section) as applicable, based on the Participant's Years of Service (Periods of Service if the Elapsed Time Method of crediting Service is selected), as follows *(add additional tiers if necessary)*:

Years/Periods of Service	Matching Percentage
	%
	%
	%

vii. ☐ Age-Weighted Match: The Employer may contribute to each Eligible Participant an amount equal to a uniform percentage of such Participant's Employee Contributions made to this Plan or to an existing 457(b) plan *(as elected in Option a.vi. in the preceding section)* as applicable, based on the Participant's Age, as follows *(add additional tiers if necessary)*:

Age Range	Matching Percentage
	%
	%
	%

viii. ☐ *Proportionate Compensation Match:* The Employer may contribute to each Eligible Participant who defers/contributes at least _____% (*may not exceed 100%*) of Compensation to this Plan or to an existing 457(b) plan *(as elected in Option a.vi. in the preceding section)*, an amount equal to the product of multiplying such Matching Contribution by a fraction, the numerator of which is the Participant's Compensation and the denominator of which is the Compensation of all Participants eligible to receive such an allocation and which may not exceed the Annual Addition limit for the Plan Year.

Note: *The contribution formulas i., ii., iii.and iv. satisfy the design-based Safe Harbor described in the Regulations under Code § 401(a)(4) as long as the definition of Compensation satisfies Code §414(s). The contribution formulas v., vi., vii. and viii. do not satisfy the design-based safe harbor described in the Regulations under Code § 401(a)(4). If the Tiered Match (Option v. above), Years/Periods of Service Match (Option vi. above), Age-Weighted Match (Option vii. above) or Proportionate Compensation Match (Option viii) is selected, the allocation must satisfy the nondiscrimination requirements of the Code to the extent applicable.*

c. **Matching Contribution #1 Computation Period.** Matching Contribution #1 will be *calculated* on the following basis *(select one)*:

i. ☐ Payroll-based
ii. ☐ Weekly
iii. ☐ Bi-weekly
iv. ☐ Semi-monthly
v. ☐ Monthly
vi. ☐ Quarterly
vii. ☐ Semi-annually
viii. ☐ Annually

d. **Limits on Matching Contribution #1** *(select all that apply and complete as applicable)*:

i. ☐ *Annualization (true-up) of Matching Contribution #1 (do not select if c.viii. above is selected):* The Employer elects to annualize (true-up) Matching Contribution #1.

ii. ☐ *Maximum Limit for Matching Contribution #1:* In no event will Matching Contribution #1 exceed _____% of Compensation, or $_____.

☐ If elected, this limit applies to the total of the Participant's Employee Contributions made to this Plan or to an existing 457(b) plan *(as elected in Option A.vi. in the preceding section)*.

Note: *If this is a safe harbor Plan that satisfies the Non-QACA or QACA Safe Harbor nondiscrimination testing requirements (as elected in Section VIII.A. or VIII.B below), then any discretionary match(es) (including this Matching Contribution #1 and any Matching Contribution #2 and/or any Qualified Matching Contribution below) shall not exceed a total of four percent (4%) of each Employee's Compensation, shall not be made on elective deferrals in excess of six percent (6%) of Compensation, the rate of contribution cannot increase as a Participant's Elective Deferrals increase, no HCE can receive a greater rate of contribution than an NHCE at the same rate of Elective Deferrals, and no allocation requirement may be imposed to receive the match(es) to be deemed an additional discretionary Permissible Matching Contribution in Addition to Safe Harbor Contributions. Any Matching Contribution that does not satisfy such requirements will be deemed a discretionary contribution that will be subject to nondiscrimination testing. Any Eligible Employee is permitted to elect sufficient Elective Deferrals to receive the maximum amount of Matching Contributions.*

e. **Allocation Requirements for Matching Contribution #1** *(select all that apply and complete as applicable. Any option(s) selected must correspond to the computation period elected in section VII. A.1.c. above)*:

i. ☐ Not applicable. There are no allocation requirements for Participants to receive Matching Contribution #1.

ii. ☐ No contributions will be made for a Plan Year for any Participant who is not credited with at least 1,000 Hours of Service during the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

iii. ☐ No contributions will be made for a Plan Year for any Participant who is not credited with at least _____ *(not to exceed 1,000 hours for Plans subject to ERISA)* Hours of Service during the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

iv. ☐ No contributions will be made for a Plan Year for any Participant who is not an Employee on the last day of the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

v. ☐ No contributions will be made for a Plan Year quarter for any Participant who is not an Employee on the last day of the Plan Year quarter.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

vi. ☐ For Plans using the Elapsed Time Method, no contributions will be made for any Participant who has not completed _____ *(not more than 12)* Months of Service, regardless of the hours credited.

vii. ☐ Other: _____ *(any allocation requirement selected must satisfy any Code requirements and the nondiscrimination requirements under Code §§ 401(a)(4) and 410(b)).*

2. ☐ ***Matching Contribution #2***

a. **Matching Contribution #2 will match the following contribution types** *(complete if applicable, and select all that apply):*

i. ☐ Elective Deferrals (including Roth Elective Deferrals, if applicable).
ii. ☐ Catch-Up Contributions *(note: if the Plan is a safe harbor Plan, Age 50 Catch-Up Elective Deferrals **must** be matched if otherwise eligible)*.
iii. ☐ Voluntary After-Tax Contributions.
iv. ☐ Required After-Tax Contributions.
v. ☐ Mandatory Pre-Tax Contributions.
vi. ☐ 457(b) Deferrals *(made to an existing 457(b) plan sponsored by the Employer, the name of which is:_____).*

b. **Formula for Matching Contribution #2** *(select one, and complete as applicable)*:

i. ☐ *Discretionary Match*: The Employer will have the right to make a discretionary Matching Contribution, which will be determined by the Employer with respect to each Plan Year's Eligible Participants.

ii. ☐ *Percentage of Deferral Match:* The Employer may contribute to each Eligible Participant an amount equal to _____% (*not to exceed 500%*) of the first _____% (*not to exceed 500%*) of the Participant's Employee Contributions contributed to this Plan or to an existing 457(b) plan *(as elected in Option a.vi. in the preceding section)*, up to a maximum of _____% of Compensation (*not to exceed the Annual Addition limit for the Plan Year*) or $_____ (*not to exceed the Annual Addition limit for the Plan Year*).

iii. ☐ *Percentage of Compensation Match:* The Employer may contribute to each Eligible Participant an amount equal to _____% of Compensation (*not less than 1%*) if the Eligible Participant contributes at least _____% *(not to exceed 100%)* of Compensation to this Plan or an existing 457(b) plan *(as elected in Option a.vi. in the preceding section)*.

iv. ☐ *Uniform Dollar Match:* The Employer may contribute to each Eligible Participant an amount equal to $_____ if the Participant contributes at least _____% *(not to exceed 100%)* of Compensation or $_____(*may not exceed the dollar limits, as adjusted, pursuant to Code §§ 402(g) and 414(v), if applicable*) to this Plan or an existing 457(b) plan *(as elected in Option a.vi. in the preceding section)*. The Matching contribution will be made up to a maximum of _____% of Compensation (not to exceed the Annual Addition limit for the Plan Year) or $_____.(not to exceed the Annual Addition limit for the Plan Year).

v. ☐ *Tiered Match:* The Employer may contribute to each Eligible Participant an amount equal to *(add additional tiers if necessary)*:

_____% of the first _____% of the Participant's Compensation contributed; and
_____% of the next _____%of the Participant's Compensation contributed; and
_____% of the next _____% of the Participant's Compensation contributed to this Plan or to an existing 457(b) plan *(as elected in Option a.vi. in the preceding section)*. (No Employer Contribution made as a result of this tiered match formula may exceed the Annual Addition limit for the Plan Year.)

***Note**: If this is a safe harbor Plan that satisfies the ACP safe harbor nondiscrimination testing requirements (as elected in Section VIII.A. or VIII.B below), then the rate of Matching Contribution specified above cannot increase as the deferral/contribution rate increases*.

vi. ☐ *Years/Periods of Service Match:* The Employer may contribute to each Eligible Participant an amount equal to a uniform percentage of such Participant's Employee Contributions made to this Plan or to an existing 457(b) plan *(as elected in Option a.vi. in the preceding section)*, as applicable, based on the Participant's Years of Service (Periods of Service if the Elapsed Time Method of crediting Service is selected), as follows *(add additional tiers if necessary)*:

Years/Periods of Service	Matching Percentage
	%
	%
	%

vii. ☐ *Age-Weighted Match:* The Employer may contribute to each Eligible Participant an amount equal to a uniform percentage of such Participant's Employee Contributions made to this Plan or to an existing 457(b) plan *(as elected in Option a.vi. in the preceding section)*, as applicable, based on the Participant's Age, as follows *(add additional tiers if necessary)*:

Age Range	Matching Percentage
	%
	%
	%

viii. ☐ *Proportionate Compensation Match:* The Employer may contribute to each Eligible Participant who defers/contributes at least ____% (*may not exceed 100%*) of Compensation to this Plan or to an existing 457(b) plan *(as elected in Option a.vi. in the preceding section),* an amount equal to the product of multiplying such Matching Contribution by a fraction, the numerator of which is the Participant's Compensation and the denominator of which is the Compensation of all Participants eligible to receive such an allocation and which may not exceed the Annual Addition limit for the Plan Year.

Note: *The contribution formulas i., ii., iii., and iv. above satisfy the design-based Safe Harbor described in the Regulations under Code § 401(a)(4) as long as the definition of Compensation satisfies Code §414(s). The contribution formulas v., vi., vii., and viii. above do not satisfy the design-based safe harbor described in the Regulations under Code § 401(a)(4). If Tiered Match (Option v. above), Years/Periods of Service Match (Option vi. above), Age-Weighted Match (Option vii. above) or Proportionate Compensation Match (Option viii. above) is selected, the allocation must satisfy the nondiscrimination requirements of the Code to the extent applicable.*

c. **Matching Contribution #2 Computation Period.** Matching Contribution #2 will be *calculated* on the following basis *(select one)*:

i. ☐ Payroll-based

ii. ☐ Weekly

iii. ☐ Bi-weekly

iv. ☐ Semi-monthly

v. ☐ Monthly

vi. ☐ Quarterly

vii. ☐ Semi-annually

viii. ☐ Annually

d. **Limits on Matching Contribution #2** *(select all that apply and complete as applicable)*:

i. ☐ *Annualization (true-up) of Matching Contribution #2 (do not select if c.viii. above is selected):* The Employer elects to annualize (true-up) Matching Contribution #2.

ii. ☐ *Maximum Limit for Matching Contribution #2:* In no event will Matching Contribution #2 exceed ____% of Compensation, or $____.

☐ If elected, this limit applies to the total of the Participant's Employee Contributions made to this Plan or to an existing 457(b) plan *(as elected in Option a.vi. in the preceding section).*

Note: *If this is a safe harbor Plan that satisfies the Non-QACA or QACA Safe Harbor nondiscrimination testing requirements (as elected in Section VIII.A. or VIII.B below), then any discretionary match(es) (including this Matching Contribution #2 and any Matching Contribution #1 and/or any Qualified Matching Contribution below) shall not exceed a total of four percent (4%) of each Employee's Compensation, shall not be made on elective deferrals in excess of six percent (6%) of Compensation, the rate of contribution cannot increase as a Participant's Elective Deferrals increase, no HCE can receive a greater rate of contribution than an NHCE at the same rate of Elective Deferrals, and no allocation requirement may be imposed to receive the match(es) to be deemed an additional discretionary Permissible Matching Contribution in Addition to Safe Harbor Contributions. Any Matching Contribution that does not satisfy such requirements will be deemed a discretionary contribution that will be subject to nondiscrimination testing. Any Eligible Employee is permitted to elect sufficient Elective Deferrals to receive the maximum amount of Matching Contributions*

e. **Allocation Requirements for Matching Contribution #2** *(select all that apply and complete as applicable. Any option(s) selected must correspond to the computation period elected in section VII. A.2.c. above)*:

i. ☐ Not applicable. There are no allocation requirements for Participants to receive Matching Contribution #2.

ii. ☐ No contributions will be made for a Plan Year for any Participant who is not credited with 1,000 Hours of Service during the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

iii. ☐ No contributions will be made for a Plan Year for any Participant who is not credited with at least _____ *(not to exceed 1,000 hours for Plans subject to ERISA)* Hours of Service during the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

iv. ☐ No contributions will be made for a Plan Year for any Participant who is not an Employee on the last day of the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

v. ☐ No contributions will be made for a Plan Year quarter for any Participant who is not an Employee on the last day of the Plan Year quarter.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

vi. ☐ For Plans using the Elapsed Time Method, no contributions will be made for any Participant who has not completed _____ *(not more than 12)* Months of Service, regardless of the hours credited.

vii. ☐ Other: _____ *(any allocation requirement selected must satisfy any Code requirements and the nondiscrimination requirements under Code §§ 401(a)(4) and 410(b)).*

B. ***NONELECTIVE CONTRIBUTIONS.*** The Employer may make a discretionary Nonelective Contribution(s) each Plan Year, as further described and defined in Section B.1 and/or B.2 below *(select and complete 1. and/or 2. below as applicable):*

1. ☒ ***Nonelective Contribution #1***

a. **Allocation Method for Nonelective Contribution #1.** The Employer may make a discretionary Nonelective Contribution(s) each Plan Year. If made, it will be allocated to the Accounts of Eligible Participants as follows *(select one and complete as applicable)*:

i. ☐ *Pro-rata*. In the same ratio that each Participant's Compensation bears to the total Compensation of all Participants.

ii. ☐ *Per Capita*. In the same dollar amount to all Participants.

iii. ☐ *Hours of Service*. In the same dollar amount to each Eligible Participant based on each Hour of Service performed or each day that the Participant is entitled to Compensation.

iv. ☐ *Percentage of Compensation*. _____% (*not to exceed 100%*) of each Participant's Compensation allocated in the same ratio that such Participant's Compensation bears to the total Compensation for all Participants.

v. ☐ *Integrated*. As an amount taking into consideration amounts contributed to Social Security using the Integration Level as elected below:

The Integration Level is *(select one)*:

(A) ☐ The Taxable Wage Base.

(B) ☐ _____% (*not to exceed 100%*) of the Taxable Wage Base.

(C) ☐ $_____ (*less than and not greater than the Taxable Wage Base*).

(D) ☐ 80% of the Taxable Wage Base, plus $1.00.

Note: *The integration percentage of 5.7% shall be reduced to:*

- *4.3% if (B) or (C) above is more than 20% and less than or equal to 80% of the Taxable Wage Base.*
- *5.4% if (D) above is selected or if (B) or (C) above is more than 80% of the Taxable Wage Base.*

vi. ☐ *Uniform Points*. In the same proportion that each Participant's points bears to the total of such points of all Participants. Each Eligible Participant will receive _____ points for each of the following *(select any that apply of (A), (B), and (C) and complete the applicable blanks):*

(A) ☐ Years/Periods of Service and, if selected below:

☐ Points will not be allocated with respect to Years/Periods of Service in excess of _____.

(B) ☐ _____ year of age.

(C) ☐ $_____ (*not to exceed $200*) of Compensation.

vii. ☒ *New Comparability Formula (see Appendix C for New Comparability formulas).*

viii. ☐ *Other: _____ (a definitely determinable allocation method must be inserted and if applicable, must meet one of the design-based safe harbors under Code § 401(a)(4) or result in the satisfaction of the general test under Code § 401(a)(4) and 403(b) as applicable.* ***Example****: Age-based. The contribution will be allocated under an age-based allocation formula so that each Participant receives a pro-rata allocation based on adjusted Compensation).*

Note: The contribution formulas listed in i., ii., iii., iv., v., and vi. satisfy the design-based safe harbor described in the Regulations under Code Section 401(a)(4) as long as the definition of Compensation satisfies Code §414(s). The contribution formulas vii. and viii. do not satisfy the design-based safe harbor described in the Regulations under Code Section 401(a)(4). If New Comparability Formula (Option vii. above), or "Other" (Option viii. above) is selected, the allocation must satisfy the nondiscrimination requirements of the Code to the extent applicable.

b. **Allocation Requirements for Nonelective Contribution #1** *(select all that apply and complete as applicable. Any option(s) selected must correspond to the computation period elected in section VII. B.1.c. below)*:

i. ☒ Not applicable. There are no allocation requirements for Participants to receive Nonelective Contribution #1.

ii. ☐ No contributions will be made for a Plan Year for any Participant who is not credited with 1,000 Hours of Service during the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

iii. ☐ No contributions will be made for a Plan Year for any Participant who is not credited with at least _____ *(not to exceed 1,000 hours for Plans subject to ERISA)* Hours of Service during the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

iv. ☐ No contributions will be made for a Plan Year for any Participant who is not an Employee on the last day of the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

v. ☐ No contributions will be made for a Plan Year quarter for any Participant who is not an Employee on the last day of the Plan Year quarter.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

vi. ☐ For Plans using the Elapsed Time Method, no contributions will be made for any Participant who has not completed _____ *(not more than 12)* Months of Service, regardless of the hours credited.

vii. ☐ Other: _____ *(any allocation requirement selected must meet one of the design-based safe harbors under Code § 401(a)(4) or result in satisfaction of the general test under Code § 401(a)(4) as applicable).*

c. **Nonelective Contribution #1 Computation Period.** Nonelective Contribution #1 will be *calculated* on the following basis *(select one)*:

i. ☐ Payroll-based
ii. ☐ Weekly
iv. ☐ Bi-weekly
iv. ☐ Semi-monthly
v. ☐ Monthly
vi. ☐ Quarterly
vii. ☐ Semi-annually
viii. ☒ Annually

2. ☐ ***Nonelective Contribution #2***

a. **Allocation Method for Nonelective Contribution #2.** The Employer may make a discretionary Nonelective Contribution(s) each Plan Year. If made, it will be allocated to the Accounts of Eligible Participants as follows *(select one and complete as applicable)*:

i. ☐ *Pro-rata*. In the same ratio that each Participant's Compensation bears to the total Compensation of all Participants.

ii. ☐ *Per Capita*. In the same dollar amount to all Participants.

iii. ☐ *Hours of Service*. In the same dollar amount to each Eligible Participant based on each Hour of Service performed or each day that the Participant is entitled to Compensation.

iv. ☐ *Percentage of Compensation*. _____% of each Participant's Compensation allocated in the same ratio that such Participant's Compensation bears to the total Compensation for all Participants.

v. ☐ *Integrated*. As an amount taking into consideration amounts contributed to Social Security using the Integration Level as elected below.

The Integration Level is (*select one*):

(A) ☐ The Taxable Wage Base.

(B) ☐ _____% (*not to exceed 100%*) of the Taxable Wage Base.

(C) ☐ $_____ (*less than and not greater than the Taxable Wage Base*).

(D) ☐ 80% of the Taxable Wage Base, plus $1.00.

Note: *The integration percentage of 5.7% shall be reduced to:*

- *4.3% if (B) or (C) above is more than 20% and less than or equal to 80% of the Taxable Wage Base.*
- *5.4% if (D) is selected or if (B) or (C) above is more than 80% of the Taxable Wage Base*.

vi. ☐ *Uniform Points*. In the same proportion that each Participant's points bears to the total of such points of all Participants. Each Eligible Participant will receive _____ points for each of the following *(select any that apply of (A), (B), and (C) and complete the applicable blanks):*

(A) ☐ Years/Periods of Service and if selected below:

☐ Points will not be allocated with respect to Years/Periods of Service in excess of _____.

(B) ☐ _____ year of age.

(C) ☐ $_____ (*not to exceed $200*) of Compensation.

vii. ☐ *New Comparability Formula (see Appendix C for New Comparability formulas).*

viii. ☐ *Other: _____ (a definitely determinable allocation method must be inserted and if applicable, must meet one of the design-based safe harbors under Code § 401(a)(4) or result in satisfaction of the general test under Code §§ 401(a)(4) and 403(b) as applicable.* ***Example****: Age-based. The contribution will be allocated under an age-based allocation formula so that each Participant receives a pro-rata allocation based on adjusted Compensation).*

Note: *The contribution formulas listed in i., ii., iii., iv., v., and vi satisfy the design-based safe harbor described in the Regulations under Code Section 401(a)(4) as long as the definition of Compensation satisfies Code §414(s). The contribution formulas vii. and viii. do not satisfy the design-based safe harbor described in the Regulations under*

Code Section 401(a)(4). If New Comparability Formula (Option vii. above), or "Other" (Option viii. above) is selected, the allocation must satisfy the nondiscrimination requirements of the Code to the extent applicable.

b. **Allocation Requirements for Nonelective Contribution #2** *(select all that apply and complete as applicable. Any option(s) selected must correspond to the computation period elected in section VII. B.2.c. below)*:

i. ☐ Not applicable. There are no allocation requirements for Participants to receive Nonelective Contribution #2.

ii. ☐ No contributions will be made for a Plan Year for any Participant who is not credited with 1,000 Hours of Service during the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

iii. ☐ No contributions will be made for a Plan Year for any Participant who is not credited with at least _____ *(not to exceed 1,000 hours for Plans subject to ERISA)* Hours of Service during the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

iv. ☐ No contributions will be made for a Plan Year for any Participant who is not an Employee on the last day of the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

v. ☐ No contributions will be made for a Plan Year quarter for any Participant who is not an Employee on the last day of the Plan Year quarter.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

vi. ☐ For Plans using the Elapsed Time Method, no contributions will be made for any Participant who has not completed _____ *(not more than 12)* Months of Service, regardless of the hours credited.

vii. ☐ Other: _____ *(any allocation requirement selected must meet one of the design-based safe harbors under Code § 401(a)(4) or result in satisfaction of the general test under Code § 401(a)(4)).*

c. **Nonelective Contribution #2 Computation Period.** Nonelective Contribution #2 will be *calculated* on the following basis *(select one)*:

i. ☐ Payroll-based

ii. ☐ Weekly

v. ☐ Bi-weekly

iv. ☐ Semi-monthly

v. ☐ Monthly

vi. ☐ Quarterly

vii. ☐ Semi-annually

viii. ☐ Annually

C. ***QUALIFIED MATCHING CONTRIBUTIONS.*** The Employer may make a discretionary Qualified Matching Contribution to each Eligible Participant each Plan Year, as further described and defined in Sections C.1 through C.5 below *(select 1. below if applicable and complete 2. through 5.):*

1. ☐ ***Qualified Matching Contributions may be made*** *and, if made, will match the following contribution types (select and complete as applicable):*

   a. ☐ Elective Deferrals (including Roth Elective Deferrals, if applicable).
   b. ☐ Catch-Up Contributions *(note: if the Plan is a safe harbor Plan, Age 50 Catch-Up Elective Deferrals* ***must*** *be matched if otherwise eligible)*.
   c. ☐ Voluntary After-Tax Contributions.
   d. ☐ Required After-Tax Contributions.
   e. ☐ Mandatory Pre-Tax Contributions.
   f. ☐ 457(b) Deferrals *(made to an existing 457(b) plan sponsored by the Employer, the name of which is: _____).*

2. ***Formula for Qualified Matching Contributions*** *(select one and complete as applicable)*:

   a. ☐ *Discretionary Match*: The Employer will have the right to make a discretionary Qualified Matching Contribution, which will be determined by the Employer with respect to each Plan Year's Eligible Participants.

   b. ☐ *Percentage of Deferral Match:* The Employer may contribute to each Eligible Participant an amount equal to _____% of the first _____% [may not be more than the Code Section 402(g) limit and Code Section 414(v) limit, if applicable] of the Participant's Employee Contributions contributed to this Plan or to an existing 457(b) plan *(as elected in Option 1.f. in the preceding section),* up to a maximum of _____% [no more than the Annual Addition limit for the Plan Year] of Compensation or $_____ [no more than the Annual Addition limit for the Plan Year].

   c. ☐ *Percentage of Compensation Match:* The Employer may contribute to each Eligible Participant an amount equal to _____% of Compensation if the Eligible Participant contributes at least _____% *(not to exceed 100%)* of Compensation to this Plan or an existing 457(b) plan *(as elected in Option 1.f. in the preceding section)*.

   d. ☐ *Uniform Dollar Match:* The Employer may contribute to each Eligible Participant an amount equal to $_____ [no more than the Annual Addition limit for the Plan Year] if the Participant contributes at least _____% *(not to exceed 100%)* of Compensation or $_____ [may be no more than the Code Section 402(g) limit and Code Section 414(v) limit, if applicable] to this Plan or an existing 457(b) plan *(as elected in Option 1.f. in the preceding section)*. The Employer's contribution will be made up to a maximum of _____% [no more than the Annual Addition limit for the Plan Year] of Compensation or $_____.[no more than the Annual Addition limit for the Plan Year]

   e. ☐ *Tiered Match:* The Employer may contribute to each Eligible Participant an amount equal to *(add additional tiers if necessary)*:

      _____% of the first _____% of the Participant's Compensation contributed; and
      _____% of the next _____% of the Participant's Compensation contributed; and
      _____% of the next _____% of the Participant's Compensation contributed to this Plan or to an existing 457(b) plan *(as elected in Option 1.f. in the preceding section)*.

   f. ☐ *Years/Periods of Service Match:* The Employer may contribute to each Eligible Participant an amount equal to a uniform percentage of such Participant's Employee Contributions made to this Plan or to an existing 457(b) plan *(as elected in Option 1.f. in the preceding section)*, as applicable, based on the Participant's Years of Service (Periods of Service if the Elapsed Time Method of crediting Service is selected), as follows *(add additional tiers if necessary)*:

Years/Periods of Service	Matching Percentage

_____ %

_____ %

_____ %

g. ☐ Age-Weighted Match: The Employer may contribute to each Eligible Participant an amount equal to a uniform percentage of such Participant's Employee Contributions made to this Plan or to an existing 457(b) plan *(as elected in Option 1.f. in the preceding section)*, as applicable, based on the Participant's Age, as follows *(add additional tiers if necessary)*:

Age Range	Matching Percentage
	_____ %
	_____ %
	_____ %

h. ☐ *Proportionate Compensation Match:* The Employer may contribute to each Eligible Participant who defers/contributes at least _____% [may not be more than 100%] of Compensation to this Plan or to an existing 457(b) *(as elected in Option 1.f. in the preceding section),* an amount equal to the product of multiplying such Qualified Matching Contribution by a fraction, the numerator of which is the Participant's Compensation and the denominator of which is the Compensation of all Participants eligible to receive such an allocation.

Note: *The contribution formulas (a., b, c, d.) satisfy the design-based safe harbor described in the Regulations under Code Section 401(a)(4) as long as the definition of Compensation satisfies Code §414(s). The contribution formulas (e., f., g. and h.) do not satisfy the design-based safe harbor described in the Regulations under Code Section 401(a)(4). If Tiered Match (Option e. above), Years/Periods of Service Match (Option f. above), Age-Weighted Match (Option g. above) or Proportionate Compensation Match (Option h. above) is selected, the allocation must satisfy the nondiscrimination requirements of the Code to the extent applicable.*

3. ***Qualified Matching Contribution Computation Period*.** Qualified Matching Contributions will be *calculated* on the following basis *(select one)*:

a. ☐ Payroll-based
b. ☐ Weekly
e. ☐ Monthly
f. ☐ Quarterly

c. ☐ Bi-weekly

d. ☐ Semi-monthly

g. ☐ Semi-annually

h. ☐ Annually

4. ***Limits on Qualified Matching Contributions*** *(select all that apply)*:

a. ☐ *Annualization (true-up) of Qualified Matching Contributions (do not select if 3.viii. above is selected):* The Employer elects to annualize (true-up) Qualified Matching Contributions.

b. ☐ *Maximum Limit for* Qualified Matching Contributions*:* In no event will Qualified Matching Contributions exceed _____% of Compensation, or $_____.

☐ If elected, this limit applies to the total of the Participant's Employee Contributions made to this Plan or to an existing 457(b) plan *(as elected in Option 1.f. in the preceding section).*

Note: *If this is a safe harbor Plan that satisfies the Non-QACA or QACA Safe Harbor nondiscrimination testing requirements (as elected in Section VIII.A. or VIII.B below), then any discretionary match(es) (including this Qualified Matching Contribution and any elections made to Matching Contributions #1 and #2 above) shall not exceed a total of four percent (4%) of each Employee's Compensation, shall not be made on elective deferrals in excess of six percent (6%) of Compensation, the rate of contribution cannot increase as a Participant's Elective Deferrals increase, no HCE can receive a greater rate of contribution than an NHCE at the same rate of Elective Deferrals, and an allocation requirement may not be imposed to receive the match(es) to be deemed an additional discretionary Permissible Matching Contribution in Addition to Safe Harbor Contribution. Any Matching Contribution that does not satisfy such requirements will be deemed a discretionary contribution that will be subject to nondiscrimination testing. Any Eligible Employee is permitted to elect sufficient Elective Deferrals to receive the maximum amount of Matching Contributions.*

5. ***Allocation Requirements for Qualified Matching Contributions*** *(select all that apply. Any option(s) selected must correspond to the computation period elected in section VII. C.3 above)*:

a. ☐ Not applicable. There are no allocation requirements for Participants to receive Qualified Matching Contributions.

b. ☐ No contributions will be made for a Plan Year for any Participant who is not credited with 1,000 Hours of Service during the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

c. ☐ No contributions will be made for a Plan Year for any Participant who is not credited with at least _____ *(not to exceed 1,000 hours for Plans subject to ERISA)* Hours of Service during the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

d. ☐ No contributions will be made for a Plan Year for any Participant who is not an Employee on the last day of the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

e. ☐ No contributions will be made for a Plan Year quarter for any Participant who is not an Employee on the last day of the Plan Year quarter.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

f. ☐ For Plans using the Elapsed Time Method, no contributions will be made for any Participant who has not completed _____ *(not more than 12)* Months of Service, regardless of the hours credited.

g. ☐ Other: _____ *(any allocation requirement selected must satisfy any Code requirement and the nondiscrimination requirements under Code §§ 401(a)(4) and 410(b))*.

6. ***Corrective QMAC for Test Correction Purposes:*** The Employer has the right to make a QMAC in the lesser of the amount required to pass the ACP Test or the maximum amount permitted under Code § 415. This contribution will be allocated to some or all of the Non-Highly Compensated Participants as designated by the Plan Administrator, and will be fully vested when made. (A targeted QMAC to the lowest paid Non-Highly Compensated Employees is not permitted and any allocation formula must satisfy additional nondiscrimination requirements.) This option may only be used if the Employer elects herein to use the Current Year Testing method for ACP testing.

D. ***QUALIFIED NONELECTIVE CONTRIBUTIONS*** *(select 1. below if applicable, and complete 2. and 3. Note that 4. applies in all cases):*

1. ☐ The Employer may make a discretionary Qualified Nonelective Contribution to each Eligible Participant each Plan Year.

2. ***Allocation Method for Qualified Nonelective Contributions*.** If made, the discretionary Qualified Nonelective Contribution will be allocated to the Accounts of Eligible Participants as follows *(select one and complete as applicable)*:

a. ☐ *Pro-rata*. In the same ratio that each Participant's Compensation bears to the total Compensation of all Participants.

b. ☐ *Per Capita*. In the same dollar amount to all Participants.

c. ☐ *Percentage of Compensation*. _____% of each Participant's Compensation allocated in the same ratio that such Participant's Compensation bears to the total Compensation for all Participants.

d. ☐ *Other:* _____ *(a definitely determinable allocation method must be inserted and if applicable, must meet one of the design-based safe harbors under Code § 401(a)(4) or result in satisfaction of the general test under Code § 401(a)(4).* ***Example****: Age-based. The contribution will be allocated under an age-based allocation formula so that each Participant receives a pro-rata allocation based on adjusted Compensation).*

Note*: The contribution formulas listed in a., b., and c. satisfy the design-based safe harbor described in the Regulations under Code Section 401(a)(4) as long as the definition of Compensation satisfies Code §414(s). The contribution formula in Option d. above may not satisfy the design-based safe harbor described in the Regulations under Code Section 401(a)(4). If "Other" (Option d.) is selected, the allocation must satisfy the nondiscrimination requirements of the Code to the extent applicable.*

3. ***Allocation Requirements for Qualified Nonelective Contributions*** *(select all that apply)*:

a. ☐ Not applicable. There are no allocation requirements for Participants to receive Qualified Nonelective Contributions.

b. ☐ No contributions will be made for a Plan Year for any Participant who is not credited with 1,000 Hours of Service during the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

c. ☐ No contributions will be made for a Plan Year for any Participant who is not credited with at least _____ *(not to exceed 1,000 hours for Plans subject to ERISA)* Hours of Service during the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

d. ☐ No contributions will be made for a Plan Year for any Participant who is not an Employee on the last day of the Plan Year.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

e. ☐ No contributions will be made for a Plan Year quarter for any Participant who is not an Employee on the last day of the Plan Year quarter.

Exception for ☐ death, ☐ retirement (Normal Retirement Age), ☐ retirement (Early Retirement Age), ☐ Disability, or ☐ Other: _____

f. ☐ For Plans using the Elapsed Time Method, no contributions will be made for any Participant who has not completed _____ *(not more than 12)* Months of Service, regardless of the hours credited.

g. ☐ Other: _____ *(any allocation method selected must meet one of the design-based safe harbors under Code § 401(a)(4) or result in satisfaction of the general test under Code § 401(a)(4)).*

4. ***Corrective QNEC for Test Correction Purposes:*** The Employer has the right to make a QNEC in the lesser of the amount required to pass the ACP Test or the maximum amount permitted under Code § 415. This contribution will be allocated to some or all of the Non-Highly Compensated Participants as designated by the Plan Administrator, and will be fully vested when made. (A targeted QNEC to the lowest paid Non-Highly Compensated Employees is not permitted and any allocation formula must satisfy additional nondiscrimination requirements.) This option may only be used if the Employer elects herein to use the Current Year Testing method for ACP testing.

E. ☐ ***MATCHING CONTRIBUTIONS TO PARTICIPANTS IN THE CASE OF DISABILITY OR DEATH AS A RESULT OF ACTIVE MILITARY SERVICE***

The Employer will make Matching Contributions on behalf of a Participant who dies or incurs a Disability while performing Qualified Military Service. These contributions will be determined on the basis of the Participant's average actual Elective Deferrals and Employee Contributions to the Plan for the 12-month Period of Service with the Employer immediately prior to Qualified Military Service, or if Service with the Employer is less than such 12-month period, the actual length of continuous Service with the Employer.

F. ☐ ***EMPLOYER CONTRIBUTIONS TO DISABLED PARTICIPANTS***

The Employer will make Employer Contributions on behalf of a Disabled Participant who is not a Highly Compensated Employee. These contributions will be based on the Compensation each such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before becoming Disabled. Such contributions will be for a fixed or determinable period as determined by the Employer. These contributions will be 100% vested when made. The rule of final Treas. Reg. § 1.415(c)-2(g)(4) applies with respect to such Participant.

VIII. EMPLOYER SAFE HARBOR PLAN PROVISIONS

If this is a safe harbor Plan, and the Plan is intended to satisfy the ACP Safe Harbor nondiscrimination testing requirements by use of one of the safe harbors under § 401(m)(11) or § 401(m)(12) of the Code, complete A. or B. below as applicable. Leave blank and skip to Section IX if this is not a safe harbor Plan.

A. ☐ ***NON-QACA SAFE HARBOR.*** To qualify as a Non-QACA Safe Harbor Plan, the Employer must make a Non-QACA Safe Harbor Matching Contribution *(complete 1. below)* or a Non-QACA Safe Harbor Nonelective Contribution *(complete 2. below)*. This contribution will be in addition to any Matching Contribution or Nonelective Contribution elected in VII.A. or B. above.

1. ☐ ***Non-QACA Safe Harbor Matching Contribution*** *(complete a., b., and/or c. below as applicable):*

Note*: Non-QACA Safe Harbor Matching Contributions must match any Roth Elective Deferrals and/or Catch-Up Contributions.*

a. **Non-QACA Safe Harbor Matching Formula** *(select one and complete as applicable)*:

i. ☐ **Basic Match**: 100% of Elective Deferrals up to the first 3% of Compensation, plus 50% of Elective Deferrals up to the next 2% of Compensation.

ii. ☐ **Enhanced Match:** _____% of Elective Deferrals up to _____% (*not more than 6%*) of Compensation.

iii. ☐ **Tiered Match:** _____% of Elective Deferrals up to the first _____% of Compensation, plus _____% of Elective Deferrals up to the next _____% of Compensation, plus _____% of Elective Deferrals up to the next _____% of Compensation.

Note*: The tiered match in iii. above may not provide for a greater level of match at higher levels of Elective Deferrals, and the total amount of Elective Deferrals eligible for a match may not exceed 6% of Compensation. The tiered match must provide a Matching Contribution that is at least equivalent at all deferral levels to the basic match in i. above.*

b. **Computation Period for Non-QACA Safe Harbor Matching Contributions**. Non-QACA Safe Harbor Matching Contributions will be *calculated* on the following basis *(select one)*:

i. ☐ Payroll-based
ii. ☐ Weekly
iii. ☐ Bi-weekly
iv. ☐ Semi-monthly
v. ☐ Monthly
vi. ☐ Quarterly
vii. ☐ Semi-annually
viii. ☐ Annually

c. ☐ **Annualization (true-up) of Non-QACA Safe Harbor Matching Contributions** *(do not select if b.viii. above is selected):* The Employer elects to annualize (true-up) Non-QACA Safe Harbor Matching Contributions made to the Plan.

2. ☐ ***Non-QACA Safe Harbor Nonelective Contribution*** *(select one, if applicable)*:

   a. ☐ **Fixed formula:** _____% *(not less than 3%)* of Compensation.

   b. ☐ **Discretionary flexible formula:** The Employer may elect to make a Non-QACA Safe Harbor Nonelective Contribution (*not less than 3% of Compensation*) after a Plan Year has commenced and all applicable notice requirements are met. If this option is selected, the contribution will be required only for a Plan Year for which (i) the Plan is amended to provide for such contribution by indicating on Appendix D that the Non-QACA Safe Harbor Nonelective Contribution (*not less than 3%*) will be made for the specified Plan Year, and (ii) the appropriate supplemental notice is provided to Participants.

3. ☐ ***Designation of Alternate Plan to Receive non-QACA Safe Harbor Contributions****:* If the non-QACA Safe Harbor Contribution elected in 1. or 2. above is *not* being made to this Plan, the name of the other plan that will receive the non-QACA Safe Harbor Contribution is: _____ *(enter name of other plan)*.

B. ☐ ***QACA SAFE HARBOR*** *(select appropriate box below, if applicable):*

☐ ***Addition of a QACA under the Plan***
☐ ***Changes to the provisions of the existing QACA under the Plan***
☐ ***Plan restatement with no changes to the current QACA provisions under the Plan***

{*QACA Comments*:
- *Select a QACA only if you are planning to take advantage of the Safe Harbor provisions of B.6. below.*
- *A QACA must be added at the beginning of a Plan Year.*
- *Under a QACA, there are only a limited number of Plan provisions that may be changed during the Plan Year.}*

1. ***QACA Coverage:*** The Employer must elect to apply the QACA provisions to all Eligible Employees who have not had an affirmative election to defer in effect immediately before the QACA became effective, as follows *(select one box below, as applicable):*

   a. ☐ All Eligible Employees who have not made an affirmative election to defer as of the date immediately before the Effective Date of the QACA.

   b. ☐ All Eligible Employees who have not made an affirmative election to defer at a percentage equal to or greater than the Qualified Automatic Percentage indicated directly below.

2. ***QACA Default Elective Deferral Percentage ("Qualified Automatic Percentage"):*** The Qualified Automatic Percentage to be contributed, unless the Participant elects otherwise, will be _____% *(must be a minimum of 3% but not more than 10%).*

3. ***QACA Increase in Qualified Automatic Percentage (Escalation)*** *(complete as applicable for any escalation provisions):*

   a. ☐ **Annual Increase in Qualified Automatic Percentage**
   The Qualified Automatic Percentage stated above will be increased by _____% (*must be a minimum of 1% each year but not more than 7%*) each year up to a maximum Qualified Automatic Percentage of _____% (*must be a minimum of 6% but not more than 10%*).

   b. ☐ **Timing of Increase in Qualified Automatic Percentage** *(check one box below and insert applicable increase date)*

   Such increase will occur annually as soon as administratively feasible on or after:

   i. ☐ First day of the Plan Year

   ii. ☐ Anniversary of the Participant's automatic enrollment

   iii. ☐ Specific increase date *(notice to Participants must be provided at least 30 days in advance*): _____

c. ☐ **Wait period for Plan's Initial Auto-Enrollment Qualified Automatic Percentage Escalation** (*select one box and complete as applicable. Note that for Plans selecting "Anniversary of the Participant's automatic enrollment" as the increase date (option b.ii. above), there should be no wait period indicated in (ii) below and option (i) should be selected*):

(i) ☐ No wait period.

(ii) ☐ The Qualified Automatic Percentage will remain in effect for a _____ month period before the first annual increase occurs (*wait period is the period prior to initial date of increase*).

4. ***Permissible Withdrawals Under a QACA. Any QACA that allows the 90-day option of Permissible Withdrawals is also an EACA*** *(select one):*

a. ☐ Permissible withdrawals ***are*** permitted -- Employees may withdraw Elective Deferrals with attributable earnings from the Plan no later than 90 days after the date the first Qualified Automatic Percentage is deducted from the Employee's paycheck.

b. ☐ Permissible withdrawals are ***not*** permitted.

5. ***Annual Expiration of Prior Affirmative Elections***

{Annual Expiration of Prior Elections Comments:
- *Any Participant who is deferring above the Plan's maximum Qualified Automatic Percentage for the current Plan Year will continue to defer at such rate, unless the Participant makes some other affirmative election.*
- *For QACAs, annual expiration can only be effective as of the beginning of the Plan Year.}*

☐ As soon as administratively feasible on or after _____ ((*mm/dd*) -- *insert date elected by the Employer*) of each year, existing affirmative elections will expire, and the Eligible Employees selected below will be automatically enrolled, unless they affirmatively elect not to participate or to participate at a different deferral percentage (*choose one, if applicable*):

a. ☐ Current Employees who are eligible to participate but not deferring shall have Elective Deferrals withheld in the amount of the Plan's Qualified Automatic Percentage.

b. ☐ Current Participants who are deferring at a percentage less than or equal to the Plan's Qualified Automatic Percentage shall have Elective Deferrals withheld in the amount of the Plan's Qualified Automatic Percentage.

6. ***Safe Harbor Contribution Under a QACA:*** The Employer elects to provide a Safe Harbor Contribution as described below *(choose a., b., c., or d., and complete as applicable):*

a. ☐ **Basic Matching Contribution Formula:** The Employer shall make a basic Matching Contribution on behalf of *(choose one, if applicable):*

i. ☐ each Eligible Employee in an amount equal to 100% of the Elective Deferrals of the Eligible Employee to the extent that such contributions do not exceed 1% of Compensation, plus 50% of such Elective Deferrals that exceed 1% of Compensation but do not exceed 6% of Compensation.

ii. ☐ each Eligible Employee who is NOT a Highly Compensated Employee in an amount equal to 100% of the Elective Deferrals of the Eligible Employee to the extent that such contributions do not exceed 1% of Compensation, plus 50% of such Elective Deferrals that exceed 1% of Compensation but do not exceed 6% of Compensation.

b. ☐ **Enhanced Matching Contribution Formula:** The Employer shall make an enhanced Matching Contribution under the formula: _____. The following requirements must be satisfied:

(A) The rate of Matching Contributions does not increase as an Employee's rate of Elective Deferrals increases;

(B) The aggregate amount of Matching Contributions at any rate of Elective Deferrals is at least equal to the aggregate amount of Matching Contributions which would be made under the basic Matching Contribution formula described above;
(C) The enhanced Matching Contribution is made to at least all NHCEs;
(D) The enhanced Matching Contribution at each level must be at least equivalent to all deferral levels to the Basic Match in (a.) above; and
(E) The total amount of Elective Deferrals eligible for a Match may not exceed six percent (6%) of Compensation.

c. ☐ **QACA Non-Elective Contribution Formula**: The Employer shall make a QACA Non-Elective Contribution to the Plan on behalf of *(choose one of i. or ii. AND one of iii. or iv)*:

i. ☐ each Eligible Employee

ii. ☐ each Eligible Employee who is NOT a Highly Compensated Employee

and who is eligible to participate in the Plan, in an amount equal to *(choose one):*

iii. ☐ 3%; or

iv. ☐ _____% *(must be more than 3%)*

of the Employee's Compensation, without regard to whether the Employee makes any Employee contributions.

d. ☐ **Discretionary flexible formula:** The Employer may elect to make a QACA Safe Harbor Nonelective Contribution (*not less than 3% of Compensation*) after a Plan Year has commenced and all applicable notice requirements are met. If this option is selected, the contribution will be required only for a Plan Year for which (i) the Plan is amended to provide for such contribution by indicating on Appendix D that the QACA Safe Harbor Nonelective Contribution (*not less than 3%*) will be made for the specified Plan Year, and (ii) the appropriate supplemental notice is provided to Participants.

7. ***Designation of Alternate Plan to Receive QACA Safe Harbor Contributions****:* If the QACA Safe Harbor Contribution elected in 6. above is *not* being made to this Plan, the name of the other plan that will receive the QACA Safe Harbor Contribution is: _____ *(enter name of other plan)*.

8. ***Computation Period for QACA Safe Harbor Matching Contributions***. QACA Safe Harbor Matching Contributions will be *calculated* on the following basis *(select one)*:

a. ☐ Payroll-based
b. ☐ Weekly
c. ☐ Bi-weekly
d. ☐ Semi-monthly
e. ☐ Monthly
f. ☐ Quarterly
g. ☐ Semi-annually
h. ☐ Annually

9. ☐ ***Annualization (true-up) of QACA Safe Harbor Matching Contributions*** *(do not select if 8.h. above is selected):* The Employer elects to annualize (true-up) QACA Safe Harbor Matching Contributions made to the Plan.

IX. VESTING AND FORFEITURES

A. ***VESTING SCHEDULES.*** Participants are always 100% fully vested in their Employee Contributions (including Elective Deferrals, Catch-Up Contributions, Roth Elective Deferrals, Voluntary After-Tax Contributions, Required After-Tax Contributions and Mandatory Pre-Tax Contributions), QMACs and QNECs, and Non-QACA Safe Harbor Contributions, and any earnings on those contributions. Participants will be subject to the vesting schedule indicated below with respect to that part of their

Account Balance attributable to Employer Contributions *(select the applicable vesting schedule option for each Employer Contribution type and enter the option number where indicated below):*

Option	***Years/Periods of Service***					
	One	**Two**	**Three**	**Four**	**Five**	**Six**
1	100% immediate	100%	100%	100%	100%	100%
2	%	100%	100%	100%	100%	100%
3	%	%	100%	100%	100%	100%
4	25%	50%	75%	100%	100%	100%
5	20%	40%	60%	80%	100%	100%
6	%	20%	40%	60%	80%	100%
7	%	%	%	%	%	100%
8	%	%	%	%	%	100%

Employer Contribution	***Vesting Schedule Option***
a. All Employer Contributions	1
b. Matching Contribution #1	_____
c. Matching Contribution #2	_____
d. Nonelective Contribution #1	_____
e. Nonelective Contribution #2	_____
f. QACA Safe Harbor Contribution*	_____

*******QACA Safe Harbor Contributions must be 100% vested after an Employee has completed no more than two Years/Periods of Service.*

Note*: If the Plan is subject to ERISA, the vesting schedule for Employer Contributions* ***must*** *be at least as favorable as three-year cliff vesting or six-year graded vesting for each Year/Period of Service.*

B. ***VESTING SERVICE EXCLUDED.*** In applying the vesting schedule(s) elected above, the following Service with the Employer is excluded *(if option #1 is selected, do not select option #2 or #3. Options #2 and #3 may be selected together, or just option #2 or #3, selecting all that apply):*

1. ☒ None. All Service with the Employer counts for vesting purposes.
2. ☐ Service before the original Effective Date of this Plan or a predecessor plan is excluded.
3. ☐ Service completed before the Employee's 18th birthday is excluded.

Note*: If the Plan is subject to ERISA, Service with any Controlled Group Employer must be recognized in accordance with applicable ERISA provisions for purposes of eligibility and vesting.*

C. ***VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE WHILE EMPLOYED***. A Participant becomes 100% immediately vested if, while employed by the Employer, the Participant dies, terminates employment due to Disability, or reaches Early Retirement Age (if applicable). Alternatively, the Employer may choose to apply the vesting schedule indicated in A. above upon any of these events as selected below *(select all that apply)*:

1. ☐ Vesting schedule applies to Participants who die while employed.

2. ☐ Vesting schedule applies to Participants who terminate employment due to Disability.

3. ☐ Vesting schedule applies to Participants who reach Early Retirement Age while employed.

D. ***ALLOCATION OF FORFEITURES***. Forfeitures will first be used to restore previously forfeited amounts to Participant's Accounts. Any remaining Forfeitures will be *(select all that apply)*:

Nonelective	***Match***	
☐	☐	Used to offset Plan expenses.
☐	☐	Used to reduce future Matching Contributions.
☐	☐	Used to reduce future Nonelective Contributions.
☐	☐	Reallocated to other Participants in proportion to Compensation, as additional Matching Contributions.
☐	☐	Reallocated to other Participants in proportion to Compensation, as additional Nonelective Contributions.
☐	☐	Added to Matching Contributions.
☐	☐	Added to Nonelective Contributions.
N/A	☐	Reallocated to all Participants in proportion to Elective Deferrals as Matching Contributions.

Note: *Forfeitures cannot be used as QNECs and QMACs.*

Note: *If the Plan is intended to be a Non-QACA Safe Harbor Plan, Forfeitures cannot be reallocated to Participants' Accounts as Employer Non-QACA Safe Harbor Contributions.*

E. ***TIMING OF ALLOCATION OF FORFEITURES.*** If a former Participant has received the full Value of his vested Account Balance or has incurred five consecutive one-year Breaks in Service, the nonvested portion of the Account will be forfeited and the forfeited amounts will be disposed of or reallocated as follows *(select one if applicable)*:

1. ☐ As of any Valuation or Allocation Date during the Plan Year, or as soon as administratively feasible following the end of the Plan Year, in which the former Participant receives full payment of his vested benefit.

2. ☐ During the Plan Year following the Plan Year in which the Forfeiture arose.

3. ☐ As of the end of the Plan Year during which the former Participant receives full payment of his vested benefit.

4. ☐ As of the next Valuation or Allocation Date following the date on which the former Participant receives full payment of his vested benefit.

X. RETIREMENT DATE

A. ***NORMAL RETIREMENT AGE*** means the (*select one and complete as applicable*):

1. ☒ Date a Participant attains age 65 (*not to exceed 65 for Plans subject to ERISA*).

2. ☐ Later of the date a Participant attains age _____ (*not to exceed 65 for Plans subject to ERISA*) or the _____ anniversary of the first day of the Plan Year in which Plan participation commenced *(not to exceed 5th anniversary for Plans subject to ERISA)*.

***Note**: Normal Retirement Age may not be less than 59½ for Plans that offer Custodial Accounts as part of the Funding Arrangement.*

B. ***NORMAL RETIREMENT DATE*** means the (*select one*):

1. ☒ Participant's Normal Retirement Age under the Plan.

2. ☐ First day of the month next following the Participant's Normal Retirement Age.

3. ☐ First day of the month on or next following the Participant's Normal Retirement Age.

C. ***EARLY RETIREMENT AGE*** means the (*select one of 1., 2., or 3. below and complete as applicable*):

1. ☐ N/A. No Early Retirement Age under the Plan.

2. ☒ Date a Participant attains age 59½.

3. ☐ Date a Participant attains age _____ and completes _____ Years/Periods of Service.

For Early Retirement Age purposes, Years/Periods of Service means *(select a. or b. below)*:

a. ☐ _____ Hours of Service *(no more than 1,000, for Plans subject to ERISA)*.

b. ☐ Elapsed Time Method.

***Note**: Early Retirement Age may not be less than 59½ for Plans that offer Custodial Accounts as part of the Funding Arrangement.*

D. ***EARLY RETIREMENT DATE*** means the (*select one, if applicable)*:

1. ☐ Participant's Early Retirement Age under the Plan.

2. ☐ First day of the month next following the Participant's Early Retirement Age.

3. ☒ First day of the month on or next following the Participant's Early Retirement Age.

XI. IN-SERVICE WITHDRAWALS, LOANS AND REQUIRED MINIMUM DISTRIBUTIONS

A. ***IN-SERVICE WITHDRAWALS*** *(select 1. or 2. (but not both), and if applicable, 3. and/or 4.):*

***Note**: For Plans subject to ERISA, Spousal Consent will be required for in-service withdrawals unless the Plan meets the conditions for the Spousal Annuity Plan Exception in the Basic Plan Document.*

***Note**: Distributions from a Participant's Elective Deferral Account, Roth Elective Deferral Account, Safe Harbor Contribution Accounts (any type), Qualified Matching Contribution Account, Qualified Nonelective Contribution Account, and Employer Contributions made to a Custodial Account are subject to restrictions and generally may not be distributed prior to age 59½.*

1. ☐ In-service withdrawals are ***not*** permitted under the Plan.

2. ☒ In-service withdrawals ***are*** permitted under the Plan from the contribution types indicated below *(select applicable contribution types and associated in-service withdrawal restrictions and complete as applicable. If a particular contribution type is not offered under the Plan, leave blank and do not select):*

a. ☒ ***Elective Deferrals Contributed to a Custodial Account and/or Post-1988 Elective Deferrals Contributed to an Annuity Contract***

i. ☐ Not available for in-service withdrawal.

ii. ☒ Available if the Participant has attained age 59½ (not less than 59½).

iii. ☐ Available if the Participant has attained Normal Retirement Age (not less than 59½).

b. ☐ ***Pre-1989 Elective Deferrals Contributed to an Annuity Contract***

i. ☐ Not applicable. No in-service withdrawal is permitted from pre-1989 amounts originally contributed to an Annuity Contract.

ii. ☐ Available for in-service withdrawals without restriction.

iii. ☐ Available if the Participant has attained age _____ (not less than 59½).

iv. ☐ Available if the Participant has attained Normal Retirement Age (not less than 59½).

v. ☐ Available after five years of Plan participation.

c. ☒ ***Roth Elective Deferrals***

i. ☐ Not available for in-service withdrawal.

ii. ☒ Available if the Participant has attained age 59½ (not less than 59½).

iii. ☐ Available if the Participant has attained Normal Retirement Age (not less than 59½).

d. ☐ ***Voluntary After-Tax Contributions***

i. ☐ Not available for in-service withdrawal.

ii. ☐ Available for in-service withdrawals without restrictions.

iii. ☐ Available if the Participant has attained age_____.

iv. ☐ Available if the Participant has attained Normal Retirement Age.

v. ☐ Available after five years of Plan participation.

e. ☐ ***Required After-Tax Contributions***

i. ☐ Not available for in-service withdrawal.

ii. ☐ Available for in-service withdrawals without restrictions.

iii. ☐ Available if the Participant has attained age _____.

iv. ☐ Available if the Participant has attained Normal Retirement Age.

v. ☐ Available after five years of Plan participation.

f. ☐ ***Mandatory Pre-Tax Contributions***

i. ☐ Not available for in-service withdrawal.

ii. ☐ Available for in-service withdrawals without restrictions.

iii. ☐ Available if the Participant has attained age _____.

iv. ☐ Available if the Participant has attained Normal Retirement Age.

v. ☐ Available after five years of Plan participation.

g. ☒ ***Rollover Contributions***

i. ☐ Not available for in-service withdrawal.

ii. ☐ Available for in-service withdrawals without restrictions.

iii. ☒ Available if the Participant has attained age 59½.

iv. ☐ Available if the Participant has attained Normal Retirement Age.

v. ☐ Available after five years of Plan participation.

h. ☐ ***Matching Contributions (Match #1)***

i. ☐ Not available for in-service withdrawal.

ii. ☐ The Participant may withdraw any portion of the Vested Interest of his Account Balance after attainment of age _____ (may not be less than 59½ for Plans that offer Custodial Accounts as part of the Funding Arrangement).

iii. ☐ The Participant may withdraw any portion of his Account Balance after attainment of Normal Retirement Age (may not be less than 59½ for Plans that offer Custodial Accounts as part of the Funding Arrangement).

iv. ☐ The Participant may withdraw any portion of the Vested Interest of his Account Balance after attainment of five years of Plan participation. *(**Note**: This selection ONLY applies to Employer Contributions originally contributed to an Annuity Contract.)*

v. ☐ The Participant may withdraw any portion of the vested portion that has been credited to his Account for a period of at least two years. *(**Note**: This selection ONLY applies to Employer Contributions originally contributed to an Annuity Contract.)*

vi. ☐ The Participant may withdraw any portion of the Vested Interest of his Account for any reason. (***Note:** This selection ONLY applies to Employer Contributions contributed to an Annuity Contract issued prior to January 1, 2009.)*

***Note**: If both options iv. and v. above are selected, note that for any applicable withdrawal, this means the **earlier** of the two dates.*

i. ☐ ***Matching Contributions (Match #2)***

i. ☐ Not available for in-service withdrawal

ii. ☐ The Participant may withdraw any portion of the Vested Interest of his Account Balance after attainment of age _____(may not be less than 59 ½ for Plans that offer Custodial Accounts as part of the Funding Arrangement).

iii. ☐ The Participant may withdraw any portion of his Account Balance after attainment of Normal Retirement Age (may not be less than 59½ for Plans that offer Custodial Accounts as part of the Funding Arrangement).

iv. ☐ The Participant may withdraw any portion of the Vested Interest of his Account Balance after attainment of five years of Plan participation. *(**Note**: This selection ONLY applies to Employer Contributions originally contributed to an Annuity Contract.)*

v. ☐ The Participant may withdraw any portion of the vested portion that has been credited to his Account for a period of at least two years. *(**Note**: This selection ONLY applies to Employer Contributions originally contributed to an Annuity Contract.)*

vi. ☐ The Participant may withdraw any portion of the Vested Interest of his or her Account for any reason. (***Note:** This selection ONLY applies to Employer Contributions contributed to an Annuity Contract issued prior to January 1, 2009.)*

***Note**: If both options iv. and v. above are selected, note that for any applicable withdrawal, this means the **earlier** of the two dates.)*

j. ☒ ***Nonelective Contributions (Nonelective #1)***

i. ☐ Not available for in-service withdrawal.

ii. ☒ The Participant may withdraw any portion of the Vested Interest of his Account Balance after attainment of age 59½ (may not be less than 59 ½ for Plans that offer Custodial Accounts as part of the Funding Arrangement).

iii. ☐ The Participant may withdraw any portion of his Account Balance after attainment of Normal Retirement Age (may not be less than 59½ for Plans that offer Custodial Accounts as part of the Funding Arrangement).

iv. ☐ The Participant may withdraw any portion of the Vested Interest of his Account Balance after attainment of five years of Plan participation. *(**Note**: This selection ONLY applies to Employer Contributions originally contributed to an Annuity Contract.)*

v. ☐ The Participant may withdraw any portion of the vested portion that has been credited to his Account for a period of at least two years. *(**Note**: This selection ONLY applies to Employer Contributions originally contributed to an Annuity Contract.)*

vi. ☐ The Participant may withdraw any portion of the Vested Interest of his Account for any reason. (***Note:** This selection ONLY applies to Employer Contributions contributed to an Annuity Contract issued prior to January 1, 2009.)*

***Note**: If both options iv. and v. above are selected, note that for any applicable withdrawal, this means the **earlier** of the two dates.*

k. ☐ ***Nonelective Contributions (Nonelective #2)***

i. ☐ Not available for in-service withdrawal.

ii. ☐ The Participant may withdraw any portion of the Vested Interest of his Account Balance after attainment of age _____(may not be less than 59 ½ for Plans that offer Custodial Accounts as part of the Funding Arrangement).

iii. ☐ The Participant may withdraw any portion of his Account Balance after attainment of Normal Retirement Age (may not be less than 59½ for Plans that offer Custodial Accounts as part of the Funding Arrangement).

iv. ☐ The Participant may withdraw any portion of the Vested Interest of his Account Balance after attainment of five years of Plan participation. *(**Note**: This selection ONLY applies to Employer Contributions originally contributed to an Annuity Contract.)*

v. ☐ The Participant may withdraw any portion of the vested portion that has been credited to his Account for a period of at least two years. *(**Note**: This selection ONLY applies to Employer Contributions originally contributed to an Annuity Contract.)*

vi. ☐ The Participant may withdraw any portion of the Vested Interest of his Account for any reason. (***Note:** This selection ONLY applies to Employer Contributions contributed to an Annuity Contract issued prior to January 1, 2009.)*

***Note**: If both options iv. and v. above are selected, note that for any applicable withdrawal, this means the **earlier** of the two dates.*

l. ☐ ***Non-QACA Safe Harbor Matching Contributions***

i. ☐ Not available for in-service withdrawal.

ii. ☐ Available if the Participant has attained age _____ (not less than 59½).

iii. ☐ Available if the Participant has attained Normal Retirement Age (not less than 59½).

m. ☐ ***Non-QACA Safe Harbor Nonelective Contributions***

i. ☐ Not available for in-service withdrawal.

ii. ☐ Available if the Participant has attained age _____ (not less than 59½).

iii. ☐ Available if the Participant has attained Normal Retirement Age (not less than 59½).

n. ☐ ***QACA Safe Harbor Matching Contributions***

i. ☐ Not available for in-service withdrawal.

ii. ☐ Available if the Participant has attained age _____ (not less than 59½).

iii ☐ Available if the Participant has attained Normal Retirement Age (not less than 59½).

o. ☐ ***QACA Safe Harbor Nonelective Contributions***

i. ☐ Not available for in-service withdrawal.

ii. ☐ Available if the Participant has attained age _____ (not less than 59½).

iii. ☐ Available if the Participant has attained Normal Retirement Age (not less than 59½).

p. ☐ ***QMACs***

i. ☐ Not available for in-service withdrawal

ii. ☐ Available if the Participant has attained age _____ (not less than 59½).

iii. ☐ Available if the Participant has attained Normal Retirement Age (not less than 59½).

q. ☐ ***QNECs***

i. ☐ Not available for in-service withdrawal.

ii. ☐ Available if the Participant has attained age _____ (not less than 59½).

iii. ☐ Available if the Participant has attained Normal Retirement Age (not less than 59½).

3. ☐ ***Age 70½ Withdrawals***. In-service withdrawals *may* be made by Participants who have attained age 70½.

4. ***Qualified Reservist Distributions*** (as defined in Code § 72(t)(2)(G)(iii)) *are* available for withdrawal under the Plan, unless otherwise selected below:

☐ Qualified Reservist Distributions are *not* available for withdrawal under the Plan.

B. ***SAFE HARBOR HARDSHIP WITHDRAWALS*** *(select 1. or 2. (but not both), and if applicable, 3.):*

Note: *Hardship Withdrawals are not permitted from post-1988 Employer Contributions originally invested in a Custodial Account.*

Note: *For Plans subject to ERISA, Spousal Consent will be required for Safe Harbor Hardship Withdrawals unless the Plan meets the conditions for the Spousal Annuity Plan Exception in the Basic Plan Document.*

Note: *As a condition of receiving a Safe Harbor Hardship Withdrawal from the Plan, a Participant must first take all nontaxable loans and other in-service withdrawals available under all plans maintained by the Employer.*

Note: *To allow Hardship Withdrawals from the Plan that are not subject to these Safe Harbor Rules, skip this Section B. and complete Section C. below.*

1. ☐ Safe Harbor Hardship Withdrawals are ***not*** permitted under the Plan.

2. ☒ Safe Harbor Hardship Withdrawals ***are*** permitted under the Plan from the following contribution types (*select all that apply*):

a. ☒ Pre-Tax Elective Deferrals (excluding earnings).

b. ☐ Pre-Tax Elective Deferrals plus any earnings credited as of December 31, 1988 (or, if later, the end of the last Plan Year ending before July 1, 1989).

c. ☒ Roth Elective Deferrals (excluding earnings).

d. ☐ Voluntary After-Tax Contributions plus earnings.

e. ☐ Required After-Tax Contributions plus earnings.

f. ☐ Mandatory Pre-Tax Contributions plus earnings.

g. ☐ Rollover Contributions plus earnings.

h. ☐ Vested Matching Contribution #1 plus earnings.

i. ☐ Vested Matching Contribution #2 plus earnings.

j. ☒ Vested Nonelective Contribution #1 plus earnings.

k. ☐ Vested Nonelective Contribution #2 plus earnings.

l. ☐ Qualified Matching Contributions plus earnings, credited as of December 31, 1988 (or, if later, the end of the last Plan Year ending before July 1, 1989).

m. ☐ Qualified Nonelective Contributions plus earnings, credited as of December 31, 1988 (or, if later, the end of the last Plan Year ending before July 1, 1989).

Note: ***Safe Harbor Hardship Withdrawals are not allowed from Safe Harbor Contributions of any type.***

3. ☒ ***Safe Harbor Hardship Withdrawals Not Permitted on Behalf of Primary Non-Spouse Beneficiaries.*** Safe Harbor Hardship Withdrawals will ***not*** be permitted to be taken on behalf of primary non-Spouse Beneficiaries.

C. ***NON-SAFE HARBOR HARDSHIP WITHDRAWALS*** *(select 1. or 2. (but not both), and if applicable, 3.):*

Note*: Cannot be selected if Safe Harbor Hardship Withdrawals are allowed under the Plan as elected in Section B. above.*

Note*: Hardship Withdrawals are not permitted from post-1988 Employer Contributions originally invested in a Custodial Account.*

Note*: For Plans subject to ERISA, Spousal Consent will be required for Non-Safe Harbor Hardship Withdrawals unless the Plan meets the conditions for the Spousal Annuity Plan Exception in the Basic Plan Document.*

Note*: If Non-Safe Harbor Hardship Withdrawals are permitted, complete Appendix B to reflect (i) the additional immediate and heavy financial needs, if any, beyond the safe harbor financial needs specified in the Basic Plan Document, and (ii) any contribution suspension provisions that may apply.*

1. ☒ Non-Safe Harbor Hardship Withdrawals are ***not*** permitted under the Plan.

2. ☐ Non-Safe Harbor Hardship Withdrawals ***are*** permitted under the Plan, from the following contribution types (*cannot be selected if B.2. above is selected; otherwise, select all that apply*):

a. ☐ Pre-Tax Elective Deferrals (excluding earnings).

b. ☐ Pre-Tax Elective Deferrals plus any earnings credited as of December 31, 1988 (or, if later, the end of the last Plan Year ending before July 1, 1989).

c. ☐ Roth Elective Deferrals (excluding earnings).

d. ☐ Voluntary After-Tax Contributions plus earnings.

e. ☐ Required After-Tax Contributions plus earnings.

f. ☐ Mandatory Pre-Tax Contributions plus earnings.

g. ☐ Rollover Contributions plus earnings.

h. ☐ Vested Matching Contribution #1 plus earnings.

i. ☐ Vested Matching Contribution #2 plus earnings.

j. ☐ Vested Nonelective Contribution #1 plus earnings.

k. ☐ Vested Nonelective Contribution #2 plus earnings.

l. ☐ Qualified Matching Contributions plus earnings, credited as of December 31, 1988 (or, if later, the end of the last Plan Year ending before July 1, 1989).

m. ☐ Qualified Nonelective Contributions plus earnings, credited as of December 31, 1988 (or, if later, the end of the last Plan Year ending before July 1, 1989).

Note: ***Non-Safe Harbor Hardship Withdrawals are not allowed from Safe Harbor Contributions of any type.***

3. ☐ ***Non-Safe Harbor Hardship Withdrawals Not Permitted on Behalf of Primary Non-Spouse Beneficiaries.*** Non-Safe Harbor Hardship Withdrawals will ***not*** be permitted to be taken on behalf of primary non-Spouse Beneficiaries.

D. ***LOANS TO PARTICIPANTS*** *(select one):*

Note*: For Plans subject to ERISA, Spousal Consent will be required for loans unless the Plan meets the conditions for the Spousal Annuity Plan Exception in the Basic Plan Document.*

1. ☐ Participant loans are **not** permitted under the Plan.

2. ☒ Participant loans **are** permitted under the Plan, in accordance with the Employer's separate Loan Policy Document and established procedures. (*Note: The Plan requires the adoption of a separate written Loan Policy Document setting forth the requirements of the loan program.)*

E. ***REQUIRED MINIMUM DISTRIBUTION RULES*** *(select all that apply):*

1. A Participant's *Required Beginning Date* is (*select one*):

a. ☒ April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or retires.

b. ☐ April 1 of the calendar year following the calendar year in which the Participant attains age 70½.

2. ☐ *Election to Apply 5-Year Rule to Distributions to Designated Beneficiaries.* If the Participant dies before distributions begin and there is a Designated Beneficiary, distribution to the Designated Beneficiary is not required to begin by the date provided under the Basic Plan Document, but the Participant's entire interest will be distributed to the Designated Beneficiary by the December 31 of the calendar year containing the fifth anniversary of the Participant's death.

3. ☒ *Election to Allow Participants or Beneficiaries to Elect 5-Year Rule*. Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule described in the Basic Plan Document applies to distributions after the death of a Participant who has a Designated Beneficiary.

F. ***PLAN-TO-PLAN TRANSFERS***

1. ☐ ***Incoming Transfers***. Eligible Employees may make transfers to the Plan from another 403(b) Plan, whether or not a plan of a Controlled Group Employer (subject to the rules and requirements set forth in such plans).

2. ☐ ***Outgoing Transfers While In-Service: Controlled Group Employer***. Eligible Employees may make transfers from the Plan to another 403(b) plan of another Controlled Group

Employer before incurring a separation from Service (subject to the rules and requirements set forth in such plans).

3. ☐ ***Outgoing Transfers While In-Service: Purchase of Service Credit***. Eligible Employees may make transfers from the Plan to a defined benefit Governmental Plan for purposes of purchasing permissive service credit (pursuant to 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).

XII. **DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT** *(For Plans subject to ERISA, please complete Section A. below and skip Section B. For Plans not subject to ERISA, please skip Section A and complete Section B. All Plans should complete Sections C., D., and E. below).*

A. ☐ ***ERISA PLANS***

1. ***Normal Form of Benefit.*** The normal (default) form of benefit is a (*select one*):

   a. ☐ ***Lump sum.*** No annuities are offered under the Plan. The Plan is not subject to the Qualified Joint and Survivor Annuity rules.

   b. ☐ ***Lump sum with annuities as optional form of benefit.*** Unless a Participant elects to receive his distribution in the form of an annuity, the Plan will not be subject to the Qualified Joint and Survivor Annuity rules.

   c. ☐ ***Qualified Joint and Survivor Annuity (if married) or Straight Life Annuity (if single).***

   The Qualified Joint and Survivor Annuity ("QJSA") is a *(select one)*:

   i. ☐ 100% QJSA *(must also elect 50% J&S optional form in C.6. below).*

   ii. ☐ 75% QJSA *(must also elect 50% J&S optional form in C.6. below)*.

   iii. ☐ 66⅔% QJSA *(must also elect 75% J&S optional form in C.8. below)*.

   iv. ☐ 50% QJSA *(must also elect 75% J&S optional form in C.8. below)*.

2. ***Qualified Preretirement Survivor Annuity*** *(do not complete if A.1.a. is selected above. Otherwise, select one):*

   a. ☐ A ***100%*** Qualified Preretirement Survivor Annuity equal to 100% of the Participant's vested Account Balance as of the date of the Participant's death.

   b. ☐ A ***50%*** Qualified Preretirement Survivor Annuity equal to 50% of the Participant's vested Account Balance as of the date of the Participant's death. The remainder of the Participant's vested Account Balance will be distributed in an optional form elected by the applicable Beneficiary.

B. ☒ ***NON-ERISA PLANS***

1. ***Normal Form of Benefit.*** The normal (default) form of benefit is a *(select one)*:

   a. ☐ ***Lump sum with no Spousal Consent.*** No Spousal Consent to a non-spousal Beneficiary is required.

   b. ☐ ***Lump sum requiring Spousal Consent***. If this option is selected, a Participant's default Beneficiary shall be his or her Spouse unless the Spouse provides consent to a non-Spouse Beneficiary.

c. ☒ ***Qualified Joint and Survivor Annuity (if married) or Straight Life Annuity (if single).***

The Qualified Joint and Survivor Annuity ("QJSA") is a *(select one)*:

i. ☐ 100% QJSA

ii. ☐ 75% QJSA

iii. ☐ 66⅔% QJSA

iv. ☒ 50% QJSA

Spousal Consent ☐ is ☒ is not (select one) required to elect an optional form of benefit in XII. C. below.

d. ☐ ***Other***: _____.(*any distribution method selected must meet the minimum distribution requirements of Code sections 401(a)(9) and 403(b)).*

2. ***Qualified Preretirement Survivor Annuity*** *(do not complete if B.1.a.or b. is selected above. Otherwise, select one):*

a. ☐ A ***100%*** Qualified Preretirement Survivor Annuity equal to 100% of the Participant's vested Account Balance as of the date of the Participant's death.

b. ☒ A ***50%*** Qualified Preretirement Survivor Annuity equal to 50% of the Participant's vested Account Balance as of the date of the Participant's death. The remainder of the Participant's vested Account Balance will be distributed in an optional form elected by the applicable Beneficiary.

C. ***OPTIONAL FORMS OF BENEFIT.*** The Plan provides for the following optional forms of distribution (*select all that apply and complete as applicable. Do not select c.4.-10.below if A.1.a. is selected above*):

1. ☒ Lump sum.

2. ☒ Installment payments.

3. ☒ Partial payments. If applicable, minimum amount of $0.

4. ☒ Straight Life Annuity.

5. ☐ Term certain annuity with payments guaranteed for _____ years *(not in excess of 20).*

6. ☐ 50% joint and survivor annuity. *(**Note**: For Plans subject to ERISA, if the QJSA selected in A.1.c. above is 75% or 100%, then this optional form of benefit will be allowed regardless of whether or not this option is selected.)*

7. ☐ 66⅔% joint and survivor annuity.

8. ☒ 75% joint and survivor annuity. *(**Note**: For Plan subject to ERISA, if the QJSA selected in A.1.c. above is 50% or 66⅔%, then this optional form of benefit will be allowed regardless of whether or not this option is selected.)*

9. ☐ 100% joint and survivor annuity.

10. ☐ Contingent annuity**.**

D. ***TIMING OF DISTRIBUTIONS UPON SEVERANCE FROM EMPLOYMENT.*** Except to the extent provided below in E, distributions payable due to Severance from Employment will be paid as soon as administratively feasible (*select one and complete as applicable*):

1. ☒ Following the date on which a distribution is requested or otherwise payable.

2. ☐ On or after the Valuation Date following the date a distribution is requested or otherwise payable.

3. ☐ Following the end of the Plan Year during which a distribution is requested or otherwise payable.

4. ☐ Following the close of the Plan Year during which the Participant incurs _____ *(no more than 5)* consecutive one-year Breaks in Service.

5. ☐ After the Participant has attained Normal Retirement Age or Early Retirement Age (if applicable) under the Plan.

6. ☐ Other: _____ *(must be permissible under the Code and apply uniformly to all Participants under the Plan. No Employer discretion is permitted).*

E. ***INVOLUNTARY CASH OUT AND AUTOMATIC ROLLOVER PROVISIONS*** *(select 1. or 2. (but not both), and if applicable, 3.):*

1. ☐ The Plan will not make any involuntary cash outs to terminated vested Participants nor will any Participant's Account Balance be subject to the automatic rollover requirements of Code Section 401(a)(31) and Section 12.11 of the Basic Plan Document. Terminated vested Participants must consent to any distribution from the Plan.

2. ☒ The Plan will make involuntary cash outs of Account Balances of terminated vested Participants and/or apply the automatic rollover requirements of Code § 401(a)(31) and Section 12.11 of the Basic Plan Document as follows (*select one*):

   a. ☐ The Plan will make involuntary cash outs of Account Balances of terminated vested Participants of $1,000 or less. Distribution of Account Balances greater than $1,000 will only be made at the request of the Participant.

   b. ☒ The Plan will make involuntary cash outs of Account Balances of terminated vested Participants of $1,000 or less. In addition, Eligible Rollover Distributions of Account Balances greater than $1,000 but not greater than $5,000 will be subject to the automatic rollover requirements.

   c. ☐ Eligible Rollover Distributions of Account Balances of $5,000 or less will be subject to the automatic rollover requirements.

3. ***Inclusion/Exclusion of Rollovers for Involuntary Cash Out and Automatic Rollover Thresholds.*** In determining the cash out and automatic rollover thresholds, Rollover Contributions will be *(select one if 2.b. or 2.c. above is selected)*:

   a. ☒ Included.

   b. ☐ Excluded.

Note: *Regardless of the elections made above, rollover contributions must be included in determining the $1,000 cash out threshold, if applicable.*

XIII. NONDISCRIMINATION TESTING PROVISIONS

A. ***DEFINITION OF HIGHLY COMPENSATED EMPLOYEE.*** In determining which Employees are Highly Compensated Employees, the following apply (*select all that apply*):

1. ***Top-Paid Group Election.*** The Top-Paid Group Election is ***not*** made by the Employer unless selected below:

   ☐ The Top-Paid Group Election is made by the Employer.

2. ☐ The Calendar Year Data election is made by the Employer, and the Look-Back Year will be the calendar year beginning within the preceding Plan Year. *(Note: This option may only be chosen if the Plan Year is not the calendar year. If this option is not selected, the determination of Highly Compensated Employees will be based on the Plan Year.)*

B. ***ACP TESTING ELECTIONS.*** The Plan is using the following testing method for purposes of the ACP Test *(select as applicable):*

1. ☒ N/A. The Plan is not subject to ACP Testing. The Plan does not offer Voluntary After-Tax, Required After-Tax, or Employer Matching Contributions.

2. ☐ N/A. The Plan is not subject to ACP Testing. The Plan is a design-based Non-QACA or QACA Safe Harbor Plan that does not offer Voluntary After-Tax or Required After-Tax and the ACP Test Safe Harbor requirements for Matching Contributions are met.

3. ☐ Current Year Testing method *(this method must be selected if the Employer wants to exercise the right to contribute a corrective QNEC or QMAC to the Plan)*.

4. ☐ Prior Year Testing method.

5. **Testing Election for First Plan Year.** If option B.3 above is chosen for the first year the Code § 401(m) feature is added to the Plan (unless this Plan is a successor Plan), then for the first Plan Year only, the amount taken into consideration as the ACP of Non-Highly Compensated Employees for the preceding Plan Year will be (*select one if applicable*):

   a. ☐ 3%.

   b. ☐ The actual contribution percentage for the initial Plan Year.

XIV. MISCELLANEOUS PROVISIONS

A. ***PARTICIPANT-DIRECTED INVESTMENTS*** *(select 1. or 2. (but not both)):*

1. ☐ Participant-directed investments are ***not*** permitted for any Accounts under the Plan.

2. ☒ Participant-directed investments ***are*** permitted for (*select all applicable Accounts):*

   a. ☒ All Accounts under the Plan.

   b. ☐ Elective Deferral/Roth Elective Deferral Account.

   c. ☐ Voluntary After-Tax Contribution Account.

   d. ☐ Required After-Tax Contribution Account.

   e. ☐ Mandatory Pre-Tax Contribution Account.

   f. ☐ Rollover Contribution Account.

   g. ☐ Matching Contribution (Match #1) Account.

h. ☐ Matching Contribution (Match #2) Account.

i. ☐ Nonelective Contribution (Nonelective #1) Account.

j. ☐ Nonelective Contribution (Nonelective #2) Account.

k. ☐ Non-QACA Safe Harbor Contribution Account.

l. ☐ QACA Safe Harbor Contribution Account.

m. ☐ QMAC Account.

n. ☐ QNEC Account.

o. ☐ Other: _____ *(if applicable, specify any Frozen Account(s) maintained as part of the Plan).*

B. ☐ ***ERISA § 404(C).*** For Plans subject to ERISA, with respect to the Accounts subject to Participant investment direction, the Employer intends to be covered by the fiduciary liability exemption provisions under ERISA § 404(c).

C. ***QDRO PAYMENT DATE.*** For purposes of making distribution to an Alternate Payee under a QDRO, the QDRO payment date will be *(select one):*

1. ☒ The date the QDRO is determined to be qualified.

2. ☐ The Participant's "earliest retirement age," as defined under Code § 414(p)(4)(B**).**

D. ***MULTIPLE PLANS MAINTAINED BY THE EMPLOYER.*** If the Participant is covered under another Section 403(b) plan of the Employer, other than a Section 403(b) Prototype Plan (*select one. If no election is made below, option 1. will apply*):

1. ☒ The provisions of Sections 6.1(d) and 6.1(e) of the Plan will apply as if the other plan were a Section 403(b) Prototype Plan.

2. ☐ The Employer has specified below the method under which the plans will limit total Annual Additions to the Maximum Annual Addition, and will properly reduce any Excess Annual Additions in a manner that precludes Employer discretion:_____.

E. ***VALUATION DATES.*** Except for those assets, if any, identified below, the assets of the Plan will be valued on a daily basis at the close of regular trading on the New York Stock Exchange (normally 4:00 pm Eastern Time) on any business day that Transamerica is open for business:

☐ Other *(enter property or asset and Valuation Date(s))*:

XV. VOLUME SUBMITTER INFORMATION AND ACCEPTANCE

A. ***VOLUME SUBMITTER PLAN PRACTITIONER INFORMATION***

Name of Practitioner: Transamerica Retirement Solutions, LLC

Address of Practitioner: 440 Mamaroneck Avenue, Harrison, NY 10528

B. ***ACCEPTANCE.*** This Plan may not be used, and shall not be deemed to be a Volume Submitter Plan, unless an authorized representative of Transamerica Retirement Solutions, LLC, or any successor thereto, has acknowledged the use of the Plan. Such acknowledgement is for administerial purposes only. It acknowledges that the Employer is using the Plan but does not represent that this Plan, including the choices selected in the Adoption Agreement, has been reviewed by a representative of the practitioner.

Transamerica Retirement Solutions, LLC

By: 

Title: Vice President, Client Compliance Services

Date: April 1, 2017

Questions concerning the language contained herein should be addressed to: Transamerica Retirement Solutions, LLC

Title: Manager *Phone Number: (914) 627-3000*

C. ***RELIANCE ON ADVISORY LETTER.*** A Sponsoring Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that this Plan meets the requirements of Code § 403(b) only to the extent provided under Revenue Procedure 2013-22. The Employer may not rely on the advisory letter in certain circumstances as specified in the Plan's advisory letter and in Revenue Procedure 2013-22. The failure to properly complete the Adoption Agreement may result in the loss of favorable tax treatment for the Plan.

This Adoption Agreement may only be used in conjunction with the Transamerica Retirement Solutions, LLC Basic Plan Document No. 01. As the Volume Submitter Practitioner of the Volume Submitter Plan, Transamerica Retirement Solutions, LLC or any successor thereto shall inform the Sponsoring Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Volume Submitter Plan document.

XVI. SIGNATURES

The Employer, by executing this Adoption Agreement, adopts the Transamerica Retirement Solutions, LLC Volume Submitter 403(b) Tax Deferred Annuity Plan, pursuant to the provisions selected in this Adoption Agreement. The Plan is intended to meet the requirements of § 403(b), as applicable, and § 501(a) of the Internal Revenue Code of 1986, as amended, including Regulations issued thereunder. The Employer, by executing this Adoption Agreement, acknowledges that it is a legal document with significant legal and tax ramifications, and agrees to the terms and provisions of this Volume Submitter Plan. Transamerica assumes no responsibility for the completion and operation of the Plan established under this Adoption Agreement and the Basic Plan Document. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

The Sponsoring Employer hereby authorizes Transamerica Retirement Solutions, LLC or any successor thereto as the Volume Submitter Practitioner of the Volume Submitter Plan, to amend the Plan on the Employer's behalf and in accordance with Section 18.1 of the Basic Plan Document, for changes in the Code, regulations, revenue rulings, and other statements issued by the Internal Revenue Service, including model, sample, or good faith amendments, provided such amendments will not cause the Plan to become an individually designed plan. The Sponsoring Employer understands that it may need to sign certain optional amendments.

SPONSORING EMPLOYER

1. **Name of Sponsoring Employer:** Community Unit School District #300

2. **Executed on behalf of the Sponsoring Employer by:** _____

3. **Title:** _____

4. **Signature:** _____

5. **Date of execution:** _____

PARTICIPATION AGREEMENT FOR RELATED PARTICIPATING EMPLOYERS

Each Related Participating Employer must execute a separate Participation Agreement. If not applicable, do *not* complete this Participation Agreement.

By executing this Participation Agreement, the undersigned Employer certifies it is otherwise eligible to sponsor a 403(b) plan and elects to become a Related Participating Employer in the Plan, and the Employer hereby consents to such adoption of, and participation under, the Plan upon the following terms:

(1) Whenever a right or obligation is imposed upon the Employer by the terms of the Plan, the same shall extend to the Related Participating Employer as the "Employer" under the Plan and shall be separate and distinct from that imposed upon the Employer. It is the intention of the parties that the Related Participating Employer shall be a party to the Plan and treated in all respects as the Employer thereunder, with its employees to be considered as the Employees or Participants as the case may be, thereunder. However, the participation of the Related Participating Employer in the Plan shall in no way diminish, augment, modify or in any way affect the rights and duties of the Employer, its Employees or Participants, under the Plan.

(2) The execution of this Agreement by this Related Participating Employer shall be construed as the adoption of the Plan in every respect as if said Plan had this date been executed between the Related Participating Employer, except as otherwise expressly provided herein or in any amendment that may subsequently be adopted hereto.

(3) Further, the Related Participating Employer hereby appoints the signatory Sponsoring Employer as its attorney in fact for the purpose of adopting on its behalf all future amendments, whether required or voluntary, and any applicable corresponding documents (e.g., Loan Policy, QDRO Procedures, Custodial Agreement). Any reference to the "Employer" in this Adoption Agreement is also a reference to the Related Participating Employer, unless otherwise noted.

A. ***RELATED PARTICIPATING EMPLOYER INFORMATION:***

Name: _____

Address: _____

Phone Number: _____

Tax ID Number: _____

B. ***EFFECTIVE DATE(S):***

☐ **NEW PLAN:** The Related Participating Employer's adoption of this Plan constitutes the adoption of a new Plan by the Related Participating Employer effective as of: _____ *(Insert Effective Date of Plan for the Related Participating Employer. The Effective Date cannot be earlier than the first day of the Plan Year in which the Plan is adopted. If the adoption of this Plan includes Elective Deferral provisions, such provisions must be effective on or after the Effective Date above and may not be earlier than the date such Elective Deferral provisions were first adopted).*

☐ **RESTATEMENT:** The Related Participating Employer is currently a Related Participating Employer in the Plan and is adopting this amended and restated Plan effective as of: _____ *(Insert Effective Date of the adoption of the amended and restated Plan. The Effective Date cannot be earlier than the first day of the 2009 Plan Year, generally not earlier than January 1, 2009.),*with the Related Participating Employer having originally commenced participation in the Plan effective as of: _____ *(insert original Effective Date of Plan for the Related Participating Employer).* ***Note****: No election in this section 3.B herein is intended to apply a retroactive Effective Date to any discretionary Plan provision adopted by the Plan after January 1, 2009.*

☐ **RESTATEMENT AND MERGER**: The Related Participating Employer's adoption of this Plan constitutes the amendment and restatement of the Related Participating Employer's plan known as: _____ *(insert name of merging plan)*, which plan is being merged into this Plan effective as of: _____ *(insert Effective Date of merger).*

C. ***SIGNATURES:***

Name of ***Related Participating Employer****:* _____

Name of authorized representative: _____

Title: _____

Date: _____

Signature: _____

Executed on behalf of the ***Signatory Sponsoring Employer*** *by:* _____

Title: _____

Date: _____

Signature: _____

PARTICIPATION AGREEMENT FOR UNRELATED PARTICIPATING EMPLOYERS

Each Unrelated Participating Employer must execute a separate Participation Agreement. If not applicable, do *not* complete this Participation Agreement.

By executing this Participation Agreement, the undersigned Employer certifies it is otherwise eligible to sponsor a 403(b) plan and elects to become an Unrelated Participating Employer in the Plan and the Employer hereby consents to such adoption of, and participation under, the Plan upon the following terms:

(1) Whenever a right or obligation is imposed upon the Employer by the terms of the Plan, the same shall extend to the Unrelated Participating Employer as the "Employer" under the Plan and shall be separate and distinct from that imposed upon the Employer. It is the intention of the parties that the Unrelated Participating Employer shall be a party to the Plan and treated in all respects as the Employer thereunder, with its employees to be considered as the Employees or Participants as the case may be, thereunder. However, the participation of the Unrelated Participating Employer in the Plan shall in no way diminish, augment, modify or in any way affect the rights and duties of the Employer, its Employees or Participants, under the Plan.

(2) The execution of this Agreement by this Unrelated Participating Employer shall be construed as the adoption of the Plan in every respect as if said Plan had this date been executed between the Unrelated Participating Employer, except as otherwise expressly provided herein or in any amendment that may subsequently be adopted hereto.

(3) Further, the Unrelated Participating Employer hereby appoints the signatory Sponsoring Employer as its attorney in fact for the purpose of adopting on its behalf all future amendments, whether required or voluntary, and any applicable corresponding documents (e.g., Loan Policy, QDRO Procedures, Custodial Agreement). Any reference to the "Employer" in this Adoption Agreement is also a reference to the Unrelated Participating Employer, unless otherwise noted.

A. ***UNRELATED PARTICIPATING EMPLOYER INFORMATION:***

Name: _____

Address: _____

Phone Number: _____

Tax ID Number: _____

B. ***EFFECTIVE DATE(S):***

☐ **NEW PLAN:** The Unrelated Participating Employer's adoption of this Plan constitutes the adoption of a new Plan by the Unrelated Participating Employer effective as of: _____ *(Insert Effective Date of Plan for the Unrelated Participating Employer. The Effective Date cannot be earlier than the first day of the Plan Year in which the Plan is adopted. If the adoption of this Plan includes Elective Deferral provisions, such provisions must be effective on or after the Effective Date above and may not be earlier than the date such Elective Deferral provisions were first adopted).*

☐ **RESTATEMENT:** The Unrelated Participating Employer is currently an Unrelated Participating Employer in the Plan and is adopting this amended and restated Plan effective as of: _____ *(Insert Effective Date of the adoption of the amended and restated Plan. The Effective Date cannot be earlier than the first day of the 2009 Plan Year, generally not earlier than January 1, 2009.)*, with the Unrelated Participating Employer having originally commenced participation in the Plan effective as of: _____ *(insert original Effective Date of Plan for the Unrelated Participating Employer).* ***Note****: No election in this section 3.B herein is intended to apply a retroactive Effective Date to any discretionary Plan provision adopted by the Plan after January 1, 2009.*

☐ **RESTATEMENT AND MERGER:** The Unrelated Participating Employer's adoption of this Plan constitutes the amendment and restatement of the Unrelated Participating Employer's plan known as: _____ *(insert name of merging plan)*, which plan is being merged into this Plan effective as of: _____ *(insert Effective Date of merger).*

C. ***SIGNATURES:***

Name of ***Unrelated Participating Employer****:* _____

Name of authorized representative: _____

Title: _____

Date: _____

Signature: _____

Executed on behalf of the ***Signatory Sponsoring Employer*** *by:* _____

Title: _____

Date: _____

Signature: _____

APPENDIX A

PROTECTED BENEFITS

Protected Benefits: In general, for Plans subject to ERISA, an employer cannot reduce, eliminate or make subject to employer discretion any Code § 411(d)(6) protected benefits, except to the extent allowed under Code § 411(d)(6) and the Regulations thereunder. In situations in which this Plan is being adopted to amend another plan containing a protected benefit not provided for under this Plan, the Sponsoring Employer may complete this Schedule describing such protected benefit and such Schedule will become part of this Plan.

List protected benefits under the prior plan not provided for under this Volume Submitter Plan:

(Add additional prior plan protected benefits as needed.)

APPENDIX B

HISTORICAL PLAN PROVISIONS & CURRENT ADMINISTRATIVE PROCEDURES

A. ***Historical Plan Provisions:*** List provisions of the prior plan not found in this Volume Submitter Plan or use this Appendix to document transactions or historical provisions of the Plan.

1. Plan Provision: Employee Exclusions

Prior to July 1, 2018, the Plan excluded all employees except the Superintendent from nonelective contributions.

Effective Date: July 1, 2018

2. Plan Provision: Restatement

This Plan was amended and restated to the Transamerica Retirement Solutions, LLC Volume Submitter 403(b) Tax Deferred Annuity Plan as of April 1, 2020.

Effective Date: April 1, 2020

3. Plan Provision: Early Retirement Date

Prior to April 1, 2020, the Plan's Early Retirement Date was the first day of the month on or next following the date the Participant attained age 55. It did not result in any additional benefits to Participants and, therefore, no protected benefits are reflected in this document.

Effective Date: April 1, 2020

(Add additional Historical Plan Provisions as needed.)

B. ***Current Administrative Procedures:*** List administrative procedures related to plan administration not found in this Volume Submitter Plan.

(Add additional Current Administrative Procedures as needed.)

APPENDIX C

NEW COMPARABILITY PLAN PROVISIONS

If the new comparability allocation formula is elected by the Sponsoring Employer in Section B of Article VII hereof, the Employer will have the right to make a discretionary Nonelective Contribution each Plan Year. If one is made, the Employer will determine the total amount of contributions for each Plan Year and either (1) allocate such total amount to Participant groups, or (2) allocate such total amount using age weighted allocation rates.

A. ***ALLOCATION FORMULAS***. Such discretionary Nonelective Contribution will be allocated to each Eligible Employee, using the following allocation formula *(select one)*:

1. ☒ ***Participant Group Allocation Method.*** Such discretionary contribution will be made (as follows (choose a. or b. below. If option b. is selected, *define each allocation group; each of which must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Treas. Reg. § 1.401-1(b)(1) (ii). The design of the groups cannot be such that the only NHCEs benefiting under the Plan are those with the lowest amount of Compensation and /or the shortest Periods of Service and who may represent the minimum number of these Employees necessary to satisfy minimum coverage under Code § 410(b)):*

   a. ☒ Each Participant constitutes a separate group; or

   b. ☐ Participants shall be grouped as follows:

      i ☐ Allocation Group A: _____

      ii ☐ Allocation Group B: _____

      iii ☐ Allocation Group C: _____

      iv ☐ Allocation Group D: _____

      v ☐ Allocation Group E: _____

   Additional allocation groups (and any changes thereto) may be added as needed as an addendum to this Appendix.

2. ☐ ***Age Weighted Allocation Method.*** The total discretionary Nonelective Contribution will be allocated to each eligible Employee such that the equivalent benefit accrual rate for each Participant is identical. The following assumptions will be used to calculate the equivalent benefit accrual rate:

   Pre-retirement Mortality: _____

   Post-retirement Mortality: _____

   Pre-retirement Interest: _____

   Post-retirement Interest: _____

3. ☐ ***Age-Only Band Formula.*** Enter the starting allocation rate in the blank in (a) below, and the age and allocation rates for each age-only band in the blanks in (b) through (j) below. The schedule of allocation rates must have regular intervals such that each band, other than the band associated with the lowest and highest ages, is the same length. The allocation rate for each band must be greater than the allocation rate for the immediately preceding band (i.e., the band with the next lower number of years of age but by no more

than five (5) percentage points). However, the ratio of the allocation rate for any band to the rate for the immediately preceding band must not exceed 2.0 and also must not exceed the ratio of allocation rates between the two (2) immediately preceding bands.

(a) *First age band*: The first allocation rate band is less than age twenty-five (25), with an allocation rate of _____%.

Subsequent allocation rate bands are as follows:

(b) At least age _____ but less than _____ with an allocation rate of _____%,

(c) At least age _____ but less than _____ with an allocation rate of _____%,

(d) At least age _____ but less than _____ with an allocation rate of _____%,

(e) At least age _____ but less than _____ with an allocation rate of _____%,

(f) At least age _____ but less than _____ with an allocation rate of _____%,

(g) At least age _____ but less than _____ with an allocation rate of _____%,

(h) At least age _____ but less than _____ with an allocation rate of _____%,

(i) At least age _____ but less than _____ with an allocation rate of _____%,

(j) At least age _____ with an allocation rate of _____%.

4. ☐ ***Years/Periods of Service Only Band Formula.*** Enter the starting allocation rate in the blank in (a) below, and the number of Years/Periods of Service and the allocation rates for each Year of Service-only band in the blanks in (b) through (h) below. The schedule of allocation rates must have regular intervals such that each band, other than the first band and the band associated with the highest Years/Periods of Service, is the same length. The allocation rate for each band must be greater than the allocation rate for the immediately preceding band (i.e., the band with the next lower number of Years/Periods of Service but by no more than five (5) percentage points). However, the ratio of the allocation rate for any band to the rate for the immediately preceding band must not exceed 2.0 and also must not exceed the ratio of allocation rates between the two (2) immediately preceding bands.

(a) *First Year/Period of Service band*: The first allocation rate band is less than one (1) Year/Period of Service, with an allocation rate of _____%.

Subsequent allocation rate bands are as follows:

(b) At least _____ but less than _____ Years/Periods of Service with an allocation rate of _____%,

(c) At least _____ but less than _____ Years/Periods of Service with an allocation rate of _____%,

(d) At least _____ but less than _____ Years/Periods of Service with an allocation rate of _____%,

(e) At least _____ but less than _____ Years/Periods of Service with an allocation rate of _____%,

(f) At least _____ but less than _____ Years/Periods of Service with an allocation rate of _____%,

(g) At least _____ but less than _____ Years/Periods of Service with an allocation rate of _____%,

(h) At least _____ Years/Periods of Service with an allocation rate of _____%.

5. ☐ ***Age and Service Point Band Formula.*** Enter the starting allocation rate in the blank in (a) below, and the sum of age and Service points and the allocation rates for each age and Service point band in the blanks in (b) through (n) below. The schedule of allocation rates must have regular intervals such that each band, other than the first band and the band associated with the highest sum of age and Years/Periods of Service, is the same length. The allocation rate for each band must be greater than the allocation rate for the immediately preceding band (i.e., the band with the next lower sum of age and Years/Periods of Service but by no more than five (5) percentage points). However, the ratio of the allocation rate for any band to the rate for the immediately preceding band must not exceed 2.0 and also must not exceed the ratio of allocation rates between the two (2) immediately preceding bands.

(a) *First age and Service point band*: The first allocation rate band is the sum of age and Years/Periods of Service of less than twenty-five (25), with an allocation rate of _____%.

Subsequent allocation rate bands are as follows:

(b) At least _____ but less than _____ with an allocation rate of _____%,

(c) At least _____ but less than _____ with an allocation rate of _____%,

(d) At least _____ but less than _____ with an allocation rate of _____%,

(e) At least _____ but less than _____ with an allocation rate of _____%,

(f) At least _____ but less than _____ with an allocation rate of _____%,

(g) At least _____ but less than _____ with an allocation rate of _____%,

(h) At least _____ but less than _____ with an allocation rate of _____%,

(i) At least _____ but less than _____ with an allocation rate of _____%,

(j) At least _____ but less than _____ with an allocation rate of _____%,

(k) At least _____ but less than _____ with an allocation rate of _____%,

(l) At least _____ but less than _____ with an allocation rate of _____%,

(m) At least _____ but less than _____ with an allocation rate of _____%,

(n) At least _____ with an allocation rate of _____%.

B. ***MINIMUM REQUIREMENTS.*** The new comparability allocation formula elected above will satisfy Treas. Reg. § 1.401(a)(4)-2(c) by means of one of the following three conditions as applicable and as set forth in the Basic Plan Document *(select one)*:

1. ☐ Broadly available allocation rates.

2. ☐ Gradual age or Years/Periods of Service schedule.

3. ☒ Minimum allocation gateway.

APPENDIX D

ELECTION FOR NON-QACA AND QACA SAFE HARBOR DISCRETIONARY

FLEXIBLE NONELECTIVE CONTRIBUTIONS

The following elections are made with regard to the Plan's Safe Harbor status pursuant to Sections VIII.A.2.b or VIII.B.6.d herein. For the Plan Years indicated below, the Plan hereby invokes a Safe Harbor status in accordance with Code §§ 401(k)(12) and 401(m)(11).

For all Plan Years in which this Safe Harbor election is being made, the limitations and restrictions found in Sections VIII.A.2.b or VIII.B.6.d. herein apply.

1. For the Plan Year beginning _____ and ending _____, the Employer hereby invokes a Safe Harbor status as provided in Code §§ 401(k)(12) and 401(m)(11). The Safe Harbor Contribution will be an amount equal to _____% *(not less than 3%)* of Compensation. This election is made on this _____ day of _____, _____ *(date may not be later than 30 days prior to the end of the Plan Year in which such election is being made).*

2. For the Plan Year beginning _____ and ending _____, the Employer hereby invokes a Safe Harbor status as provided in Code §§ 401(k)(12) and 401(m)(11). The Safe Harbor Contribution will be an amount equal to _____% *(not less than 3%)* of Compensation. This election is made on this _____ day of _____, _____ *(date may not be later than 30 days prior to the end of the Plan Year in which such election is being made).*

3. For the Plan Year beginning _____ and ending _____, the Employer hereby invokes a Safe Harbor status as provided in Code §§ 401(k)(12) and 401(m)(11). The Safe Harbor Contribution will be an amount equal to _____% *(not less than 3%)* of Compensation. This election is made on this _____ day of _____, _____ *(date may not be later than 30 days prior to the end of the Plan Year in which such election is being made).*

4. For the Plan Year beginning _____ and ending _____, the Employer hereby invokes a Safe Harbor status as provided in Code §§ 401(k)(12) and 401(m)(11). The Safe Harbor Contribution will be an amount equal to _____% *(not less than 3%)* of Compensation. This election is made on this _____ day of _____, _____ *(date may not be later than 30 days prior to the end of the Plan Year in which such election is being made).*

5. For the Plan Year beginning _____ and ending _____, the Employer hereby invokes a Safe Harbor status as provided in Code §§ 401(k)(12) and 401(m)(11). The Safe Harbor Contribution will be an amount equal to _____% *(not less than 3%)* of Compensation. This election is made on this _____ day of _____, _____ *(date may not be later than 30 days prior to the end of the Plan Year in which such election is being made).*

(Add additional Plan Year elections as needed.)

APPENDIX E

PLAN MERGERS

The purpose of this Appendix is to document all plan mergers into this Plan and to set forth any related protected benefits under Code § 411(d)(6). In accordance with this intent, note the following for each plan merger:

- The assets and liabilities of the Merging Plan will be transferred to, and merged with this Plan on the Merger Effective Date or as soon thereafter as practicable.
- Immediately after each plan merger, each Participant in the plans as merged shall have an Account balance equal to the sum of the Account balances the Participant had in the plans immediately prior to the mergers.

Plan Merger #1

1. **Name of Merging Plan:** _____
2. **Merger Effective Date:** _____
3. **Protected Benefits due to Plan Merger (required only if the Plan is subject to ERISA)**

Protected Benefit #1: _____

Protected Benefit #2: _____

Protected Benefit #3: _____

Protected Benefit #4: _____

Plan Merger #2

1. **Name of Merging Plan:** _____
2. **Merger Effective Date:** _____
3. **Protected Benefits due to Plan Merger (required only if the Plan is subject to ERISA)**

Protected Benefit #1: _____

Protected Benefit #2: _____

Protected Benefit #3: _____

Protected Benefit #4: _____

(Add any additional Protected Benefits (required only if the Plan is subject to ERISA) if needed to each plan merger.)

(Repeat as necessary for additional Plan mergers.)

APPENDIX F

VENDOR LIST

The Plan Sponsor is responsible for keeping the Vendor List current and updating this Appendix F as necessary.

I. List all Vendors that currently hold assets of the Plan:

A. Transamerica Retirement Solutions, LLC (enter name of Vendor and select all applicable Funding Arrangements offered by the Vendor below:

☒ **Annuity Contract(s)**

☒ **Custodial Account(s)**

B. (enter name of Vendor and select all applicable Funding Arrangements offered by the Vendor below:

☐ **Annuity Contract(s)**

☐ **Custodial Account(s)**

C. (enter name of Vendor and select all applicable Funding Arrangements offered by the Vendor below:

☐ **Annuity Contract(s)**

☐ **Custodial Account(s)**

(Repeat as necessary for additional Vendors.)

II. List all Vendors that are approved to receive Plan contributions and contract exchanges for the Plan:

A. Transamerica Retirement Solutions, LLC (enter name of Vendor and select all applicable Funding Arrangements offered by the Vendor below:

☒ **Annuity Contract(s)**

☒ **Custodial Account(s)**

B. (enter name of Vendor and select all applicable Funding Arrangements offered by the Vendor below:

☐ **Annuity Contract(s)**

☐ **Custodial Account(s)**

C. (enter name of Vendor and select all applicable Funding Arrangements offered by the Vendor below:

☐ **Annuity Contract(s)**

☐ **Custodial Account(s)**

(Repeat as necessary for additional Vendors.)

III. Plan Administration

In accordance with Section 16.2 of the Basic Plan Document, the Plan shall be administered by the Plan Administrator identified in Section II.G. of the Adoption Agreement except to the extent certain administrative functions are delegated to other parties identified in the service agreement(s) executed by the Plan Sponsor and the Plan Vendor(s).

APPENDIX G

MODIFICATIONS TO THE PLAN NOT COVERED BY ADVISORY LETTER

The purpose of this Appendix is to document all amendments to the Plan not covered by the advisory letter issued by the Internal Revenue Service.

Amendment #1

- **Description of amendment: The Basic Plan Document is hereby amended as follows: If a Plan permits forfeitures to be used to reduce future Employer Contributions, then such forfeitures may be used to reduce Employer Contributions that are Qualified Nonelective Contributions (QNECs), Qualified Matching Contributions (QMACs) and safe harbor contributions made pursuant to Internal Revenue Code (Code) section 401(m)(11).**
- **Amendment Effective Date: September 1, 2017**

Amendment #2

- **Description of amendment: _____**
- **Amendment Effective Date: _____**

Amendment #3

- **Description of amendment: _____**
- **Amendment Effective Date: _____**

Amendment #4

- **Description of amendment: _____**
- **Amendment Effective Date: _____**

(Repeat as necessary for additional amendments.)

PARTICIPATION AGREEMENT FOR UNRELATED PARTICIPATING EMPLOYERS WITH CERTAIN VARIABLE PLAN ELECTIONS

Each Unrelated Participating Employer must execute a separate Participation Agreement. If not applicable, do *not* complete this Participation Agreement.

By executing this Participation Agreement, the undersigned Employer certifies it is otherwise eligible to sponsor a 403(b) Plan and elects to become an Unrelated Participating Employer in the Plan and the Employer hereby consents to such adoption of, and participation under, the Plan upon the following terms:

(1) Whenever a right or obligation is imposed upon the Employer by the terms of the Plan, the same shall extend to the Unrelated Participating Employer as the "Employer" under the Plan and shall be separate and distinct from that imposed upon the Employer. It is the intention of the parties that the Unrelated Participating Employer shall be a party to the Plan and treated in all respects as the Employer thereunder (subject to the modifications specified herein), with its employees to be considered as the Employees or Participants as the case may be, thereunder. However, the participation of the Unrelated Participating Employer in the Plan shall in no way diminish, augment, modify or in any way affect the rights and duties of the Employer, its Employees or Participants, under the Plan. Any references to "Participants" in this Agreement shall mean Employees of the Unrelated Participating Employer who are participating in the Plan.

(2) The execution of this Agreement by this Unrelated Participating Employer shall be construed as the adoption of the Plan in every respect as if said Plan had this date been executed between the Unrelated Participating Employer, except as otherwise expressly provided herein or in any amendment that may subsequently be adopted hereto.

(3) MODIFICATIONS

A. ELIGIBILITY REQUIREMENTS FOR EMPLOYER CONTRIBUTIONS

Contributions other than Elective Deferrals/Roth Elective Deferrals. Each Employee who is not excluded under Section III(A) of the Adoption Agreement must meet the eligibility requirements set forth below for each Contribution Type elected by the Unrelated Participating Employer *(complete the following using the Age, Service and Entry Date requirements specified below for each contribution type):*

Contribution Type	*Age*	*Service*	*Entry Date*
16. All Contributions (except Elective Deferrals/ Roth Elective Deferrals)			
17. Voluntary After-Tax Contributions			
18. Required After-Tax Contributions			
19. Mandatory Pre-Tax Contributions			
20. Matching Contributions (Match #1)			
21. Matching Contributions (Match #2)			
22. Nonelective Contributions (Nonelective #1)			
23. Nonelective Contributions (Nonelective #2)			
24. Non-QACA Safe Harbor Matching Contributions			
25. Non-QACA Safe Harbor Nonelective Contributions			
26. QACA Safe Harbor Matching Contributions*			
27. QACA Safe Harbor Nonelective Contributions*			
28. QMACs			
29. QNECs			

***QACA Safe Harbor Contributions may only be elected by the Unrelated Participating Employer if the Sponsoring Employer has elected a QACA automatic deferral feature.**

I. ***Age***
   i. No minimum age required.

ii. Age _____ (*may not exceed 21 for plans subject to ERISA*).
iii. Age _____ (*may not exceed 21 for plans subject to ERISA*).
iv. Age _____ *(may not exceed 26. This option is available **only** for plans maintained exclusively for the benefit of Employees of an educational institution described in Code § 170(b)(1)(A)(ii) and is limited to eligibility requirements for Employer Contributions to the Plan, provided such Employer Contributions will be 100% vested after one (1) Year/Period of Service).*

II. ***Service***
i. No minimum Service requirement.
ii. One Year/Period of Service.
iii. Two Years/Periods of Service.
iv. _____ Months of Service.
v. _____ Months of Service.
vi. _____ Days of Service.
vii. _____ Days of Service.
viii. _____ Hours of Service.
ix. _____ Hours of Service within the _____ month(s) time period following an Employee's commencement of employment.

Note: *If the Plan is subject to ERISA and the Unrelated Participating Employer elects any option that results in a Service requirement that is greater than one Year/Period of Service, then Employer contributions subject to such requirement must be 100% vested when made.*

III. ***Entry Date.*** *An Employee who has met the Plan's eligibility requirements is eligible to become a Participant in the Plan as of the Entry Date selected below or as soon as administratively feasible thereafter:*
i. Immediate.
ii. First day of month on or next following date requirements are met.
iii. First day of payroll period on or next following date requirements are met.
iv. First day of the calendar quarter on or next following date requirements are met.
v. First day of the Plan quarter on or next following date requirements are met.
vi. First day of the Plan Year or first day of 7th month of Plan Year on or next following date requirements are met.
vii. First day of the Plan Year nearest date requirements are met (can only apply to Employer Contributions).
viii. First day of the Plan Year on or next following date requirements are met.
ix. First day of the Plan Year during which requirements are met (can only apply to Employer Contributions).
x. Other: _____ (must specify a date that is no later than the latest date permitted under Code § 410(a)(4)).

Note: *If the Plan is subject to ERISA, options vii., viii. and ix. should not be selected if the eligibility service requirement in 3.A.II above is more than six months for the contribution type or if there is an age requirement in 3.A.I above of more than 20½ years for the contribution type.*

If no option(s) have been selected above, the option(s) selected by the Sponsoring Employer in the Adoption Agreement will be deemed elected.

B. **AUTOMATIC ELECTIVE DEFERRALS**

The Sponsoring Employer has adopted an Automatic Elective Deferral feature. The Unrelated Participating Employer elects the following Automatic Percentage: _____%.

If no percentage is elected above, the Automatic Percentage elected by the Sponsoring Employer shall be deemed elected.

C. **EMPLOYER CONTRIBUTION FORMULAS**

I. ☐ ***Discretionary Matching Contribution #1*** (The Unrelated Participating Employer will have the right to make discretionary Matching Contributions under the Plan).

Note: *If the Unrelated Participating Employer intends to satisfy the ACP Safe Harbor nondiscrimination testing requirements (as elected in Section IV. or VIII. below), then any discretionary match(es) elected by the Unrelated Participating Employer shall not exceed a total of four percent (4%) of each Employee's compensation and the Unrelated Participating Employer shall not impose an allocation requirement to receive the match(es).*

i. **Formula for Matching Contribution #1** *(select one, and complete as applicable):*

a. ☐ *Discretionary Match*: The Unrelated Participating Employer will have the right to make a discretionary Matching Contribution, which will be determined by the Unrelated Participating Employer with respect to each Plan Year's eligible Participants.

b. ☐ *Percentage of Deferral Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to _____% of the first _____% of the Participant's Employee Contributions contributed to this Plan up to a maximum of _____% of Compensation or $_____.

c. ☐ *Percentage of Compensation Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to _____% of Compensation if the eligible Participant contributes at least _____% *(not to exceed 100%)* of Compensation to this Plan.

d. ☐ *Uniform Dollar Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to $_____ if the Participant contributes at least _____% *(not to exceed 100%)* of Compensation or $_____ to this Plan. The Matching Contribution will be made up to a maximum of _____% of Compensation or $_____.

e. ☐ *Tiered Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to *(add additional tiers if necessary)*:

_____% of the first _____% of the Participant's Compensation contributed; and
_____% of the next _____% of the Participant's Compensation contributed; and
_____% of the next _____% of the Participant's Compensation contributed to this Plan.

Note: *If the Unrelated Participating Employer intends to satisfy the ACP Test Safe Harbor nondiscrimination testing requirements (as elected in Section IV. Or VIII. below), then the rate of Matching Contribution specified above cannot increase as the deferral/contribution rate increases*.

f. ☐ *Years/Periods of Service Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to a uniform percentage of such Participant's Employee Contributions made to this Plan, based on the Participant's Years of Service (Periods of Service if the Elapsed Time method of crediting service is selected), as follows *(add additional tiers if necessary)*:

Years/Periods of Service	Matching Percentage
_____(or more)	_____%
_____(or more)	_____%
_____(or more)	_____%

g. ☐ Age-Weighted Match: The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to a uniform percentage of such Participant's

Employee Contributions made to this Plan, based on the Participant's Age, as follows *(add additional tiers if necessary)*:

Age Range	Matching Percentage
_____	_____%
_____	_____%
_____	_____%

h. ☐ *Proportionate Compensation Match:* The Unrelated Participating Employer may contribute to each eligible Participant who defers/contributes at least _____% of Compensation to this Plan, an amount equal to the product of multiplying such Matching Contribution by a fraction, the numerator of which is the Participant's Compensation and the denominator of which is the Compensation of all Participants eligible to receive such an allocation.

Note: *If Tiered Match (Option e. above), Years/Periods of Service Match (Option f. above), Age-Weighted Match (Option g. above) or Proportionate Compensation Match (Option h. above) is selected, the allocation must satisfy the nondiscrimination requirements of the Code to the extent applicable.*

ii. **Limits on Matching Contribution #1** *(select all that apply and complete as applicable)*:

. ☐ *Maximum Limit for Matching Contribution #1:* In no event will Matching Contribution #1 exceed _____% of Compensation, or $_____.

☐ If elected, this limit applies to the total of the Participant's Employee Contributions made to this Plan.

Note: *If the Unrelated Participating Employer intends to satisfy the ACP Test Safe Harbor nondiscrimination testing requirements (as elected in Section IV. or VIII. below), then any discretionary match(es) (including this Matching Contribution #1 and any Matching Contribution #2 and/or any Qualified Matching Contribution below) shall not exceed a total of four percent (4%) of each Employee's compensation and the Unrelated Participating Employer shall not impose an allocation requirement to receive the match(es).*

II. ☐ ***Discretionary Matching Contribution #2*** (The Unrelated Participating Employer will have the right to make discretionary Matching Contributions under the Plan).

Note*: If the Unrelated Participating Employer intends to satisfy the ACP Test Safe Harbor nondiscrimination testing requirements (as elected in Section IV. or VIII. below), then any discretionary match(es) elected by the Unrelated Participating Employer shall not exceed a total of four percent (4%) of each Employee's compensation and the Unrelated Participating Employer shall not impose an allocation requirement to receive the match(es).*

i. Formula for Matching Contribution #2 *(select one, and complete as applicable)*:

a. ☐ *Discretionary Match*: The Unrelated Participating Employer will have the right to make a discretionary Matching Contribution, which will be determined by the Unrelated Participating Employer with respect to each Plan Year's eligible Participants.

b. ☐ *Percentage of Deferral Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to _____% of the first _____% of the

Participant's Employee Contributions contributed to this Plan up to a maximum of _____% of Compensation or $_____.

c. ☐ *Percentage of Compensation Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to _____% of Compensation if the eligible Participant contributes at least _____% *(not to exceed 100%)* of Compensation to this Plan.

d. ☐ *Uniform Dollar Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to $_____ if the Participant contributes at least _____% *(not to exceed 100%)* of Compensation or $_____to this Plan. The Matching Contribution will be made up to a maximum of _____% of Compensation or $_____.

e. ☐ *Tiered Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to *(add additional tiers if necessary)*:

_____% of the first _____% of the Participant's Compensation contributed; and
_____% of the next _____% of the Participant's Compensation contributed; and
_____% of the next _____% of the Participant's Compensation contributed to this Plan.

***Note**: If the Unrelated Participating Employer intends to satisfy the ACP Test Safe Harbor nondiscrimination testing requirements (as elected in Section IV. or VIII. below), then the rate of Matching Contribution specified above cannot increase as the deferral/contribution rate increases*.

f. ☐ *Years/Periods of Service Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to a uniform percentage of such Participant's Employee Contributions made to this Plan, based on the Participant's Years of Service (Periods of Service if the Elapsed Time method of crediting service is selected), as follows *(add additional tiers if necessary)*:

Years/Periods of Service	Matching Percentage
_____(or more)	_____%
_____(or more)	_____%
_____(or more)	_____%

g. ☐ *Age-Weighted Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to a uniform percentage of such Participant's Employee Contributions made to this Plan based on the Participant's Age, as follows *(add additional tiers if necessary)*:

Age Range	Matching Percentage
_____	_____%
_____	_____%
_____	_____%

h. ☐ *Proportionate Compensation Match:* The Unrelated Participating Employer may contribute to each eligible Participant who defers/contributes at least _____% of Compensation to this Plan an amount equal to the product of multiplying such Matching Contribution by a fraction, the numerator of which is the Participant's Compensation and the denominator of which is the Compensation of all Participants eligible to receive such an allocation.

Note: *If Tiered Match (Option e. above), Years/Periods of Service Match (Option f. above), Age-Weighted Match (Option g. above) or Proportionate Compensation Match (Option h. above) is selected, the allocation must satisfy the nondiscrimination requirements of the Code to the extent applicable.*

ii. **Limits on Matching Contribution #2** *(select all that apply and complete as applicable)*:

☐ *Maximum Limit for Matching Contribution #2:* In no event will Matching Contribution #2 exceed _____% of Compensation, or $_____.

☐ If elected, this limit applies to the total of the Participant's Employee Contributions made to this Plan.

Note: *If the Unrelated Participating Employer intends to satisfy the ACP Test Safe Harbor nondiscrimination testing requirements (as elected in Section IV. or VIII. below), then any discretionary match(es) (including these Matching Contributions #1 and #2 and/or any Qualified Matching Contribution below) shall not exceed a total of four percent (4%) of each Employee's compensation and the Unrelated Participating Employer shall not impose an allocation requirement to receive the match(es).*

III. ☐ ***Qualified Matching Contributions*** *(The Unrelated Participating Employer will have the right to make discretionary Qualified Matching Contributions under the Plan).*

I. **Formula for Qualified Matching Contributions** *(select one and complete as applicable)*:

a. ☐ *Discretionary Match*: The Unrelated Participating Employer will have the right to make a discretionary Qualified Matching Contribution, which will be determined by the Unrelated Participating Employer with respect to each Plan Year's eligible Participants.

b. ☐ *Percentage of Deferral Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to _____% of the first _____% of the Participant's Employee Contributions contributed to this Plan up to a maximum of _____% of Compensation or $_____.

c. ☐ *Percentage of Compensation Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to _____% of Compensation if the eligible Participant contributes at least _____% *(not to exceed 100%)* of Compensation to this Plan.

d. ☐ *Uniform Dollar Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to $_____ if the Participant contributes at least _____% *(not to* exceed *100%)* of Compensation or $_____ to this Plan. The Qualified Matching Contribution will be made up to a maximum of _____% of Compensation or $_____.

e. ☐ *Tiered Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to *(add additional tiers if necessary)*:

_____% of the first _____% of the Participant's Compensation contributed; and
_____% of the next _____% of the Participant's Compensation contributed; and
_____% of the next _____% of the Participant's Compensation contributed to this Plan.

Note: *If the Unrelated Participating Employer intends to satisfy the ACP Test Safe Harbor nondiscrimination testing requirements (as elected in Section IV. or VIII. below), then the rate of Matching Contribution specified above cannot increase as the deferral/contribution rate increases*.

f. ☐ *Years/Periods of Service Match:* The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to a uniform percentage of such Participant's Employee Contributions made to this Plan based on the Participant's Years of Service (Periods of Service if the Elapsed Time method of crediting service is selected), as follows *(add additional tiers if necessary)*:

Years/Periods of Service	Matching Percentage
_____ (or more)	_____%
_____ (or more)	_____%
_____ (or more)	_____%

g. ☐ Age-Weighted Match: The Unrelated Participating Employer may contribute to each eligible Participant an amount equal to a uniform percentage of such Participant's Employee Contributions made to this Plan based on the Participant's Age, as follows *(add additional tiers if necessary)*:

Age Range	Matching Percentage
_____	_____%
_____	_____%
_____	_____%

h. ☐ *Proportionate* Compensation *Match:* The Unrelated Participating Employer may contribute to each eligible Participant who defers/contributes at least _____% of Compensation to this Plan an amount equal to the product of multiplying such Qualified Matching Contribution by a fraction, the numerator of which is the Participant's Compensation and the denominator of which is the Compensation of all Participants eligible to receive such an allocation.

Note: *If Tiered Match (Option e. above), Years of Service Match (Option f. above, Age-Weighted Match (Option g. above) or Proportionate Compensation Match (Option h. above) is selected, the allocation must satisfy the nondiscrimination requirements of the Code to the extent applicable.*

ii. ***Limits on Qualified Matching Contributions*** *(select all that apply)*:

☐ *Maximum Limit for* Qualified Matching Contributions*:* In no event will Qualified Matching Contributions exceed _____% of Compensation, or $_____.

☐ If elected, this limit applies to the total of the Participant's Employee Contributions made to this Plan.

Note: *If the Unrelated Participating Employer intends to satisfy the ACP Test Safe Harbor nondiscrimination testing requirements (as elected in Section IV. or VIII. below), then any discretionary match(es) (including this Qualified Matching Contribution and any elections made to Matching Contributions #1 and #2 above) shall not exceed a total of four percent (4%) of each Employee's compensation.*

IV. ☐ ***Non-QACA Safe Harbor Matching Contribution.*** To satisfy the ACP Test Safe Harbor *nondiscrimination* testing requirements, the Unrelated Participating Employer must make a Non-QACA Safe Harbor Matching Contribution *(complete IV.i. below)* or a Non-QACA Safe Harbor Nonelective Contribution *(complete VIII.i. below)*. This contribution will be in addition to any Matching Contribution or Nonelective Contribution elected by the Unrelated Participating Employer in this Participation Agreement.

Note*: Non-QACA Safe Harbor Matching Contributions must match any Roth Elective Deferrals and/or Catch-Up Contributions.*

i. **Non-QACA Safe *Harbor* Matching Formula** *(select one and complete as applicable)*:

a. ☐ **Basic Match**: 100% of Elective Deferrals up to the first 3% of Compensation, plus 50% of Elective Deferrals up to the next 2% of Compensation.

b. ☐ **Enhanced Match:** _____% of Elective Deferrals up to _____% (*not more than 6%*) of Compensation.

c. ☐ **Tiered Match:** _____% of Elective Deferrals up to the first _____% of Compensation, plus _____% of Elective Deferrals up to the next _____% of Compensation, plus _____% of Elective Deferrals up to the next _____% of Compensation.

Note*: The tiered match in c. above may not provide for a greater level of match at higher levels of Elective Deferrals, and the total amount of Elective Deferrals eligible for a match may not exceed 6% of Compensation. The tiered match must provide a Matching Contribution that is at least equivalent at all deferral levels to the basic match in a. above.*

V. ☐ ***Nonelective Contribution #1*** (The Unrelated Participating Employer will have the right to make discretionary Nonelective Contributions under the Plan).

i. **Allocation Method for Nonelective Contribution #1** *(select one and complete as applicable)*:

a. ☐ *Pro-rata*. In the same ratio that each Participant's Compensation bears to the total Compensation of all Participants.

b. ☐ *Per Capita*. In the same dollar amount to all Participants.

c. ☐ *Hours of Service*. In the same dollar amount to each eligible Participant based on each Hour of Service performed or each day that the Participant is entitled to Compensation.

d. ☐ *Percentage of Compensation*. _____% of each Participant's Compensation allocated in the same ratio that such Participant's Compensation bears to the total Compensation for all Participants.

e. ☐ *Integrated*. As an amount taking into account amounts contributed to Social Security using the Integration Level as elected below:

The Integration Level is *(select one)*:

(i) ☐ The Taxable Wage Base.

(ii) ☐ _____% (not to exceed 100%) of the Taxable Wage Base.

(iii) ☐ $_____ (less than and not greater than the Taxable Wage Base).

(iv) ☐ 80% of the Taxable Wage Base, plus $1.00.

Note: *The integration percentage of 5.7% shall be reduced to:*

- *4.3% if (ii) or (iii) above is more than 20% and less than or equal to 80% of the Taxable Wage Base.*
- *5.4% if (iv) above is selected or if (ii) or (iii) above is more than 80% of the Taxable Wage Base.*

f. ☐ *Uniform Points*. In the same proportion that each Participant's points bears to the total of such points of all Participants. Each eligible Participant will receive _____ points for each of the following *(select any that apply of (i), (ii), and (iii) and complete the applicable blanks):*

(i) ☐ Years/Periods of Service and, if selected below:

☐ Points will not be allocated with respect to Years/Periods of Service in excess of _____.

(ii) ☐ _____ years of age.

(iii) ☐ $_____ (not to exceed $200) of Compensation.

g. ☐ *New Comparability Formula (see Appendix C for New Comparability formulas).*

h. ☐ *Other: _____ (a definitely determinable allocation method must be selected and if applicable, must meet one of the design-based safe harbors under Code § 401(a)(4) or result in the satisfaction of the general test under Code § 401(a)(4) as applicable).*

VI. ☐ ***Nonelective Contribution #2*** (The Unrelated Participating Employer will have the right to make discretionary Nonelective Contributions under the Plan).

i. **Allocation Method for Nonelective Contribution #2.** *(select one and complete as applicable)*:

a. ☐ *Pro-rata*. In the same ratio that each Participant's Compensation bears to the total Compensation of all Participants.

b. ☐ *Per Capita*. In the same dollar amount to all Participants.

c. ☐ *Hours of Service*. In the same dollar amount to each eligible Participant based on each Hour of Service performed or each day that the Participant is entitled to Compensation.

d. ☐ *Percentage of Compensation*. _____% of each Participant's Compensation allocated in the same ratio that such Participant's Compensation bears to the total Compensation for all Participants.

e. ☐ *Integrated*. As an amount taking into account amounts contributed to Social Security using the Integration Level as elected below.

The Integration Level is (*select one*):

(i) ☐ The Taxable Wage Base.

(ii) ☐ _____% (not to exceed 100%) of the Taxable Wage Base.

(iii) ☐ $_____ (less than and not greater than the Taxable Wage Base).

(iv) ☐ 80% of the Taxable Wage Base, plus $1.00.

Note: *The integration percentage of 5.7% shall be reduced to:*

- *4.3% if (ii) or (iii) above is more than 20% and less than or equal to 80% of the Taxable Wage Base.*
- *5.4% if (iv) is selected or if (ii) or (iii) above is more than 80% of the Taxable Wage Base*.

f. ☐ *Uniform Points*. In the same proportion that each Participant's points bears to the total of such points of all Participants. Each eligible Participant will receive _____ points for each of the following *(select any that apply of (i), (ii), and (iii) and complete the applicable blanks):*

(i) ☐ Years/Periods of Service and if selected below:

☐ Points will not be allocated with respect to Years/Periods of Service in excess of _____.

(ii) ☐ _____ years of age.

(iii) ☐ $_____ (not to exceed $200) of Compensation.

g. ☐ *New Comparability Formula (see Appendix C for New Comparability formulas).*

h. ☐ *Other: _____ (a definitely determinable allocation method must be selected and if applicable, must meet one of the design-based safe harbors under Code § 401(a)(4) or result in satisfaction of the general test under Code § 401(a)(4) as applicable).*

VII. ☐ ***Qualified Nonelective Contributions*** (The Unrelated Participating Employer will have the right to make discretionary Qualified Nonelective Contributions under the Plan).

i. **Allocation Method for Qualified Nonelective Contributions** *(select one and complete as applicable)*:

a. ☐ *Pro-rata*. In the same ratio that each Participant's Compensation bears to the total Compensation of all Participants.

b. ☐ *Per Capita*. In the same dollar amount to all Participants.

c. ☐ *Percentage of Compensation*. _____% of each Participant's Compensation allocated in the same ratio that such Participant's Compensation bears to the total Compensation for all Participants.

d. ☐ *Other: _____ (a definitely determinable allocation method must be selected and if applicable, must meet one of the design-based safe harbors under Code § 401(a)(4) or result in satisfaction of the general test under Code § 401(a)(4)).*

VIII. ☐ ***Non-QACA Safe Harbor Nonelective Contribution.*** To satisfy the ACP Test Safe Harbor nondiscrimination testing requirements, the Unrelated Participating Employer must make a Non-QACA Safe Harbor Matching Contribution *(complete IV.i. above)* or a Non-QACA Safe Harbor Nonelective Contribution *(complete VIII.i. below)*. This contribution will be in addition to any Matching Contribution or Nonelective Contribution elected by the Unrelated Participating Employer in this Participation Agreement.

i. **Non-QACA Safe Harbor Nonelective Formula** *(select one and complete as applicable)*:

a. ☐ **Fixed** formula**:** _____% *(not less than 3%)* of Compensation.

b. ☐ **Discretionary flexible formula:** The Unrelated Participating Employer may elect to make a Non-QACA Safe Harbor Nonelective Contribution (*not less than 3% of Compensation*) after a Plan Year has commenced and all applicable notice requirements are met. If this option is selected, the contribution will be required only for a Plan Year for which (i) the Plan is amended to provide for such contribution by indicating on Appendix D that the Non-QACA Safe Harbor Nonelective Contribution (*not less than 3%*) will be made for the specified Plan Year, and (ii) the appropriate supplemental notice is provided to Participants.

If no option(s) have been selected above, the option(s) selected by the Sponsoring Employer in the Adoption Agreement will be deemed elected.

D. **VESTING SCHEDULES**

Participants are always 100% fully vested in their Employee Contributions (including Elective Deferrals, Catch-Up Contributions, Roth Elective Deferrals, Voluntary After-Tax Contributions, Required After-Tax Contributions and Mandatory Pre-Tax Contributions), QMACs and QNECs, and Non-QACA Safe Harbor Contributions, and any earnings on those contributions. Participants will be subject to the vesting schedule indicated below with respect to that part of their Account balance attributable to Employer Contributions (select the applicable vesting schedule option for each Employer Contribution type and enter the option number where indicated below):

Option	***Years/Periods of Service***					
	One	**Two**	**Three**	**Four**	**Five**	**Six**
1	100% immediate	100%	100%	100%	100%	100%
2	%	100%	100%	100%	100%	100%
3	%	%	100%	100%	100%	100%
4	25%	50%	75%	100%	100%	100%
5	20%	40%	60%	80%	100%	100%
6	%	20%	40%	60%	80%	100%
7	%	%	%	%	%	100%
8	%	%	%	%	%	100%

Employer Contribution	***Vesting Schedule Option***
a. All Employer Contributions	_____
b. Matching Contribution #1	_____
c. Matching Contribution #2	_____
d. Nonelective Contribution #1	_____
e. Nonelective Contribution #2	_____
f. QACA Safe Harbor Contribution*	_____

*******QACA Safe Harbor Contributions must be 100% vested after two Years/Periods of Service.*

Note*: If the Plan is subject to ERISA, the vesting schedule for Employer Contributions* ***must*** *be at least as favorable as three-year cliff vesting or six-year graded vesting.*

If no option(s) have been selected above, the option(s) selected by the Sponsoring Employer in the Adoption Agreement will be deemed elected.

(4) Further, the Unrelated Participating Employer hereby appoints the signatory Sponsoring Employer as its attorney in fact for the purpose of adopting on its behalf all future amendments, whether required or voluntary, and any applicable corresponding documents (e.g., Loan Policy, QDRO Procedures, Custodial Agreement). Any reference to the "Employer" in this Adoption Agreement is also a reference to the Unrelated Participating Employer, unless otherwise noted.

A. ***UNRELATED PARTICIPATING EMPLOYER INFORMATION:***

Name: _____

Address: _____

Phone Number: _____

Tax ID Number: _____

B. **EFFECTIVE *DATE(S):***

☐ **NEW PLAN:** The Unrelated Participating Employer's adoption of this Plan constitutes the adoption of a new plan by the Unrelated Participating Employer effective as of: _____ *(Insert Effective Date of Plan for the Unrelated Participating Employer. The Effective date cannot be earlier than the first day of the Plan Year in which the Plan is adopted. If the adoption of this Plan includes Elective Deferral provisions, such provisions must be effective on or after the Effective Date above and may not be earlier than the date such Elective Deferral provisions were first adopted).*

☐ **RESTATEMENT:** The Unrelated Participating Employer is currently an Unrelated Participating Employer in the Plan and is adopting this amended and restated Plan effective as of: _____ *(Insert Effective Date of the adoption of the amended and restated Plan. The Effective Date cannot be earlier than the first day of the 2009 Plan Year, generally not earlier than January 1, 2009.* , with the Unrelated Participating Employer having originally commenced participation in the Plan effective as of: _____ *(insert original Effective Date of Plan for the Unrelated Participating Employer). **Note**: No election in this section 4.B. herein is intended to apply a retroactive Effective Date to any discretionary Plan provision adopted by the Plan or Unrelated Participating Employer after January 1, 2009.*

☐ **RESTATEMENT AND MERGER:** The Unrelated Participating Employer's adoption of this Plan constitutes the amendment and restatement of the Unrelated Participating Employer's plan known as: _____ *(insert name of merging plan)*, which plan is being merged into this Plan effective as of: _____ *(insert Effective Date of merger).*

C. SIGNATURES*:*

*Name of **Unrelated Participating Employer**:* _____

Name of authorized representative: _____

*Title:*_____

*Date:*_____

Signature:_____

*Executed on **behalf** of the **Signatory Sponsoring Employer** by:* _____

Title: _____

Date: _____

Signature: _____

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Description: Volume Submitter 403(b) Plan
FFN: 31538280005-001 Case: 201500227 EIN: 13-3689044
Letter Serial No: J500863a
Date of Submission: 04/27/2015

TRANSAMERICA RETIREMENT SOLUTIONS LLC
440 MAMARONECK AVENUE
HARRISON, NY 10528

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2017

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 403(b) of the Internal Revenue Code for use by eligible employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to each eligible employer who adopts this plan.

This letter considers the changes contained in the final regulations under Code section 403(b) (sections 1.403(b)-1 through 1.403(b)-11) that were published on July 26, 2007 (72 FR 41128) and the applicable requirements of the 2012 Cumulative List of Changes in Plan Qualification Requirements contained in Notice 2012-76, 2012-62 I.R.B. 775.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an eligible employer's plan satisfies Code section 403(b). However, an eligible employer that adopts this plan may rely on this letter with respect to the satisfaction of its plan under Code section 403(b), as provided for in Rev. Proc. 2013-22, 2013-18 I.R.B. 985, and outlined below. An eligible employer that adopts this Code section 403(b) volume submitter plan may rely upon an advisory letter issued for the plan that the form of the adopting eligible employer's plan satisfies the requirements of Code section 403(b) except (i) to the extent that the employer modifies the terms of the approved specimen plan (other than by selecting options that are permitted under the terms of the approved specimen plan) and (ii) if the plan is not a Code section 414(d) governmental plan or a plan of a Church or Qualified Church Controlled Organization (QCCO) as defined in Rev. Proc. 2013-22 with respect to whether nonelective contributions under the plan satisfy the requirements of Code sections 401(a)(4) and 410(b). The terms of the plan must be followed in operation.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 570 U.S. 12 (2013), which invalidated that section, except to the extent that the definition of spouse is relevant for purposes of required minimum distributions under Code section 401(a)(9) and spousal rollover rights under Code section 402(c)(9).

In general our opinion may not be relied on with respect to the requirements of Code section 415 if the adopting eligible employer or any of its related employers maintains another Code section 403(b) plan covering any of the same participants as this Code section 403(b) plan. For this purpose, the term "related employers" means all employers that are aggregated with the adopting eligible employer under Code sections

414(b) and (c) (each as modified by IRC 415(h)), (m), and (o), including Regulation 1.414(c)-5. See Regulations 1.415(c)-1(d) and 1.415(f)-1(f) for special rules applicable to Code section 403(b) plans.

This letter may not be relied upon with respect to issues of an inherently factual nature.

This letter does not rule on whether this plan meets any requirements of a multiple employer plan.

This letter does not express an opinion with respect to the terms of any investment arrangements under the plan of any adopting eligible employer or any other documents that may be incorporated by reference into an adopting eligible employer's plan. In the event of any conflict between the terms of the plan and the terms of investment arrangements under the plan (or any other documents incorporated by reference into the plan) the terms of the plan shall govern.

This letter does not express an opinion, and may not be relied upon, with respect to whether any plan is subject to the requirements of Title I of ERISA or whether a plan satisfies any of those requirements.

Our opinion does not constitute a determination that the plan is a Code section 414(d) governmental plan or that the adopting employer is a Church or QCCO.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting eligible employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,

Karen D. Truss
Director, Employee Plans Rulings and Agreements

TRANSAMERICA RETIREMENT SOLUTIONS, LLC

VOLUME SUBMITTER
403(b) TAX DEFERRED ANNUITY PLAN

BASIC PLAN DOCUMENT No. 01

This Basic Plan Document is to be used in conjunction with the Transamerica Retirement Solutions, LLC Volume Submitter 403(b) Tax Deferred Annuity Plan Adoption Agreement

This Plan Document is an important legal document. You should consult with your attorney on whether or not it accommodates your particular situation (including any applicable state or local laws), and on its tax and legal implications. Transamerica Retirement Solutions, LLC or any successor thereto does not and cannot provide legal or tax advice.

This Plan Document should only be used by an organization eligible to establish a tax deferred annuity plan under Section 403(b) of the Internal Revenue Code of 1986, as amended. The Basic Plan Document and Adoption Agreement contain a number of provisions that are optional for governmental and church plans not subject to the Employee Retirement Income Security Act of 1974, as amended.

The types of funding arrangements permitted to be used with this Plan Document include group annuity contracts and group custodial accounts. Retirement income accounts provided by a church are not allowed under this Plan Document.

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INTRODUCTION

The purpose of the Plan is to provide retirement income benefits to Employees of the Participating Employer and to provide such Employees with an opportunity to accumulate retirement savings on a tax-deferred basis. The Plan is intended to be a tax-deferred annuity plan meeting the requirements of Code § 403(b).

The Plan document is effective as of the Effective Date.

The Plan consists of the provisions set forth in this Basic Plan Document, its related Adoption Agreement, and if applicable, its related Funding Arrangement(s), as such capitalized terms are defined in Article I (Definitions).

The Plan is not for use by Employers who intend to utilize the ERISA Safe Harbor Exemption under DOL 29 C.F.R. Reg. § 2510.3-2(f).

ARTICLE I
DEFINITIONS

As used in the Plan, the following terms shall have the meanings set forth below. The masculine construction pronoun, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. Where appropriate, words used in the singular include the plural and the plural includes the singular. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to this entire Plan, and not to any particular provision or Section.

1.1 ***Account***
"Account" means the total of the subaccounts reflecting the interest of a Participant or Beneficiary in the Plan, including, to the extent applicable, the Accounts listed in Article V (Participants' Accounts and Valuation). Separate subaccounts within one of these subaccounts may be established to the extent necessary to protect any benefits, rights, or features attaching to certain Employer Contributions under ERISA or the Code. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account shall be established for each Beneficiary. A separate Account may also be established for an Alternate Payee under a QDRO. References to a Participant's Account shall include the Beneficiary's Account after the death of the Participant or the Alternate Payee's Account if established under a QDRO.

1.2 ***Account Balance***
"Account Balance" means the total benefit to which a Participant or the Participant's Beneficiary is entitled under a Funding Arrangement, taking into consideration all contributions made to the Funding Arrangement and all earnings or losses (including expenses) that are allocable to the Participant's Account, any rollover contributions or transfers held under the Participant's Account, and any distribution made to the Participant, the Participant's Beneficiary, or any Alternate Payee. The Account Balance includes any part of the Participant's Account that is treated under the Plan as a separate contract to which section 403(c) (or another applicable provision of the Internal Revenue Code) applies.

1.3 ***Accumulated Benefit***
"Accumulated Benefit" means the sum of a Participant's or Beneficiary's Account Balances under all Funding Arrangements under the Plan.

1.4 ***Active Participant***
"Active Participant" means a Participant in the employ of a Participating Employer.

1.5 ***Actual Contribution Percentage Test (ACP Test)***
"Actual Contribution Percentage Test" or "ACP Test" means the actual contribution percentage test set forth in Code § 401(m)(2) and which is more particularly described in Article VI (Contribution Limitations and Testing). The Plan shall be subject to the ACP Test unless: (1) the Employer elects the Non-QACA Safe Harbor option or the QACA Safe Harbor option in the Adoption Agreement, as further provided in Article IV (Employer Contributions); or (2) the Plan is a Governmental Plan or a Plan of a Church or of a QCCO.

1.6 ***Adoption Agreement***
"Adoption Agreement" means the accompanying document executed by the Sponsoring Employer and acknowledged by the Volume Submitter Practitioner (and where elected by the Sponsoring Employer to offer a multiple employer plan, the Participation Agreement for Unrelated Participating Employers), incorporating any executed amendments, attachments, and appendices, which sets forth certain Plan specifications and, together with this Basic Plan Document, forms the Plan.

1.7 ***Affiliate***
"Affiliate" means the following:

(a) any corporation which is a member of a controlled group of corporations which includes a Participating Employer, determined under the provisions of Code § 414(b);

(b) any trade or business (whether or not incorporated) which is under common control (as defined in Code § 414(c)) with a Participating Employer;

(c) any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code § 414(m)) which includes a Participating Employer; and

(d) any other entity required to be aggregated with a Participating Employer pursuant to Treasury Regulations under Code § 414(o).

A corporation, trade or business, or other organization shall be treated as an Affiliate only for such period or periods during which it is a member of the controlled group, under common control, a member of an affiliated service group, or otherwise required to be aggregated with a Participating Employer.

1.8 ***After-Tax Contributions***
"After-Tax Contributions" mean any Employee Contributions (other than Roth Elective Deferrals) made to the Plan on an after-tax basis pursuant to a salary reduction agreement with the Employer, in accordance with Article III (Employee Contributions) hereof. The term "After-Tax Contributions" includes Voluntary After-Tax Contributions and/or Required After-Tax Contributions, if any.

1.9 ***Age 50 Catch-Up Elective Deferrals***
"Age 50 Catch-Up Elective Deferrals" mean such term as defined in Article VI (Contribution Limitations and Testing).

1.10 ***Anniversary Year***
"Anniversary Year" means the twelve (12) consecutive month period commencing on the date the Employee first completes an Hour of Service for the Participating Employer or a Controlled Group Employer, or any anniversary thereof.

1.11 ***Alternate Payee***
"Alternate Payee" means any Spouse, former Spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under a Plan with respect to such Participant under Code § 414(p)(8).

1.12 ***Annuity Contract***
"Annuity Contract" means a nontransferable group or individual contract as defined in Code §§ 403(b)(1) and 401(g), established for each Participant by the Employer, or by each Participant individually, that is issued by an Insurance Company qualified to issue annuities in a State and that includes payment in the form of an annuity.

1.13 ***Annuity Starting Date***
"Annuity Starting Date" is the first day of the first period for which an amount is paid as an annuity or any other form.

1.14 ***Automatic Contribution Arrangement (ACA)***
"Automatic Contribution Arrangement" or "ACA" means such term as defined in Article III (Employee Contributions) pursuant to which Automatic Elective Deferrals may be made under the Plan on behalf of an Eligible Employee in accordance with such Article. An ACA may, but is not required, to be an Eligible Automatic Contribution Arrangement or a Qualified Automatic Contribution Arrangement as elected in the Adoption Agreement.

1.15 ***Automatic Elective Deferrals***
"Automatic Elective Deferrals" mean Elective Deferrals that are made pursuant to an Automatic Contribution Arrangement in accordance with, and as further defined in, Article III (Employee Contributions) hereof.

1.16 ***Basic Plan Document***
"Basic Plan Document" means this instrument, including all amendments thereto.

1.17 ***Beneficiary***
"Beneficiary" means, with respect to a Participant's interest under the Plan, the person or persons designated as the beneficiary by the Participant (or the Participant's Spouse) in writing in the form and manner approved by the Plan Administrator. If the Participant fails to make such designation, the sole Beneficiary is his or her surviving Spouse, if any, or if none, his or her estate. If the Participant's Spouse fails to make such designation, the sole Beneficiary is his or her estate.

If a married Participant designates anyone other than his or her Spouse as the Beneficiary of his or her Account, to the extent required by ERISA or the Adoption Agreement, such designation shall require Spousal Consent.

1.18 ***Board***
"Board" means the governing body of the Sponsoring Employer or a committee of the governing body, authorized by, and acting on behalf of, the governing body.

1.19 ***Break in Service***
"Break in Service" means as follows:

(a) With respect to a Plan applying the Hours of Service Method of counting Service, a twelve (12) consecutive month period during which an Employee does not complete more than 500 Hours of Service with a Controlled Group Employer. However, if elected in the Adoption Agreement, a Year of Service that is defined as less than 1,000 Hours of Service shall cause the Hours of Service requirement of this Section to be proportionately reduced.

(b) With respect to a Plan applying the Elapsed Time Method of counting Service, a one (1)-year Period of Severance from a Controlled Group Employer. A one (1)-year Period of Severance shall be determined on the basis of a twelve (12)-consecutive-month period beginning on the Severance from Service Date and ending on the first anniversary of such date, provided that the Employee during such twelve (12) consecutive-month periods does not perform an Hour of Service. Refer to the definition of Period of Service in this Article (Definitions) for the meaning of the term Severance from Service Date as defined therein.

An Employee who is reemployed with the Employer under USERRA shall be treated as not having incurred a Break in Service with the Employer by reason of such Employee's period of Qualified Military Service.

1.20 ***Cash or Deferred Arrangement (CODA)***
"Cash or Deferred Arrangement" or "CODA" means such term as defined in Code § 401(k)(2), pursuant to which Participants may make Elective Deferrals in accordance with the applicable provisions of Code § 401(k), and which is identified in the Adoption Agreement as either a "CODA" or "section 401(k) plan."

1.21 ***Catch-Up Contributions (Catch-Up Elective Deferrals)***
"Catch-Up Contributions" or "Catch-Up Elective Deferrals" mean the Age 50 Catch-Up Elective Deferrals, Special Section 403(b) Catch-Up Elective Deferrals or, if the context requires, both.

1.22 ***Childrearing Absence***
"Childrearing Absence" means any period of absence of an Employee:

(a) by reason of the pregnancy of such Employee;

(b) by reason of the birth of a child of such Employee;

(c) by reason of the placement of a child with such Employee in connection with the adoption of such child by such Employee; or

(d) for purposes of caring for such child for a period beginning immediately following such birth or placement.

Childrearing Absences shall be granted in accordance with such policies as may, from time to time, be adopted by the Participating Employer, and none of the provisions of the Plan shall be construed to afford any Employee any rights other than in accordance with such policies.

1.23 ***Church***
"Church" means an organization described in Code § 3121(w)(3)(A) and the Treasury Regulations thereunder, and generally refers to a Church, a convention or association of Churches, or an elementary, secondary school or seminary that is controlled, operated, or principally supported by a Church or a convention or association of Churches. Such term shall also include any QCCO.

1.24 ***Church Plan***
"Church Plan" means a plan described in Code § 414(e) or ERISA § 3(33).

1.25 ***Code***
"Code" means the Internal Revenue Code of 1986, as amended from time to time. All references to any section of the Code shall be deemed to refer not only to such section but also to any amendment thereof and any successor statutory provision. In addition, if the Plan is subject to Title I of ERISA, all references to any section of the Code shall also be a reference to the parallel provisions of Title I of ERISA (even if such Plan is not subject to the referenced Code sections but is subject to such parallel provisions of Title I of ERISA), unless the context clearly provides otherwise.

1.26 ***Compensation***
"Compensation" means with respect to any Participant and except as otherwise provided below and in the Adoption Agreement, one of the following as elected in the Adoption Agreement:

(a) Information Required to be Reported Under Code §§ 6041, 6051 and 6052 (wages, tips and other Compensation as Reported on Form W-2). Compensation means wages, within the meaning of Code § 3401(a), and all other payments of Compensation to an Employee by a Participating Employer (in the course of the Participating Employer's trade or business) for which the Participating Employer is required to furnish the Employee a written statement under Code §§ 6041(d), 6051(a)(3) and 6052. Compensation must be determined without regard to any rules under Code § 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code § 3401(a)(2)).

(b) Code § 3401(a) Wages. Compensation means an Employee's wages within the meaning of Code § 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code § 3401(a)(2)).

(c) 415 Safe Harbor Compensation. Compensation means wages, salaries, Differential Wage Payments and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with a Participating Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, Compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Treas. Reg. § 1.62-2(c))), and excluding the following:

(i) Employer Contributions (other than elective contributions described in Code § 402(e)(3), § 408(k)(6), § 408(p)(2)(A)(i), or § 457(b)) to a plan of deferred compensation (including a simplified employee pension described in Code § 408(k) or a simple retirement account described in Code § 408(p), and whether or not qualified) to the extent such contributions are not includible in the Employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified);

(ii) amounts realized from the exercise of a nonstatutory stock option (that is an option other than a statutory stock option as defined in Treas. Reg. § 1.421-1(b)), or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of Forfeiture;

(iii) amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;

(iv) other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts that are described in § 125); and

(v) other items of remuneration that are similar to any of the items listed in (i) through (iv) above.

(d) Compensation for a Determination Period. Compensation for a Determination Period is the Compensation actually paid or made available during such Determination Period.

Unless the Sponsoring Employer elects otherwise in the Adoption Agreement, Compensation for a Determination Period shall also include Compensation paid by the later of 2½ months after an Employee's Severance from Employment or the end of the Determination Period that includes the date of the Employee's Severance from Employment, if:

(i) the payment is regular Compensation for services during the Employee's regular working hours, or Compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a Severance from Employment, the payments would have been paid to the Employee while the Employee continued in employment with the Employer; or, if the Employer so elects in the Adoption Agreement;

(ii) the payment is for unused accrued bona fide sick, vacation or other leave that the Employee would have been able to use if employment had continued; or

(iii) the payment is received by the Employee pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

Any payments not described above shall not be considered Compensation if paid after Severance from Employment, even if they are paid by the later of 2½ months after the date of Severance from Employment or the end of the Determination Period that includes the date of Severance from Employment, except: (i) if elected by the Employer in the Adoption Agreement, Compensation paid to a Participant who is permanently and totally Disabled, as defined in Code § 22(e)(3), provided salary continuation applies to all Participants who are permanently and totally Disabled for a fixed or determinable period, or the Participant was not a Highly Compensated Employee immediately before becoming Disabled; and (ii) payments to an individual who does not currently perform services for a Participating Employer by reason of Qualified Military Service to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Participating Employer rather than entering Qualified Military Service.

Back pay, within the meaning of Treas. Reg. § 1.415(c)-2(g)(8), shall be treated as Compensation for the Determination Period to which the back pay relates to the extent the back pay represents wages and Compensation that would otherwise be included under this definition.

Unless the Employer elects otherwise in the Adoption Agreement, Compensation paid or made available during a Determination Period shall include amounts that would otherwise be included in Compensation but for an election under Code § 125(a), § 132(f)(4), § 402(e)(3), § 402(h)(1)(B), § 402(k), § 403(b), or § 457(b).

Unless the Employer elects otherwise in the Adoption Agreement, Compensation shall not include deemed Code § 125 compensation. Deemed Code § 125 compensation is an amount that is excludable under Code § 106 that is not available to a Participant in cash in lieu of group health coverage under a Code § 125 arrangement solely because the Participant is unable to certify that he or she has other health coverage. Amounts are deemed Code § 125 compensation only if the Employer does not request or otherwise collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

Compensation shall not include amounts paid as compensation to an Employee who is a nonresident alien, as defined in Code § 7701(b)(1)(B), and who is not a Participant in the Plan to the extent the compensation is excludable from gross income and is not effectively connected with the conduct of a trade or business within the United States.

Unless otherwise elected by the Employer in the Adoption Agreement, the same such definition of Compensation shall apply for each Employee or Employer Contribution type under the Plan.

Compensation shall include only that Compensation that is actually paid to the Participant during the Determination Period as such term is defined in this Article (Definitions). If elected by the Employer in the Adoption Agreement, the Employer may exclude certain forms of Compensation in Section V.D. of the Adoption Agreement. As it relates to a Participant's Elective Deferrals, Compensation must be reasonable within the meaning of Treas. Reg. § 1.414(s)-1(d)(2) and permit each Participant to elect sufficient Elective Deferrals to receive the maximum amount of Matching Contributions (if any) available to the Participant under the Plan. Under Code § 414(s), certain exclusions that may be elected in Section V.D. of the Adoption Agreement (including options c., d., e., f., i., and l) will not automatically satisfy Code § 414(s) and will require nondiscrimination testing to determine if the definition of Compensation as modified satisfies Code § 414(s).

Unless the Employer is a Church (including, without limitation, a QCCO), and except as provided in Treasury Regulation § 1.401(a)(17)-1(d)(4)(ii) with respect to eligible participants in Governmental Plans, Compensation in excess of $265,000 (for 2015, or such lower amount elected in the Adoption Agreement with respect to any Employer or Employee Contribution type) shall be disregarded for all purposes, except that for purposes of salary deferral elections Compensation in excess of $265,000 (in 2015) is not required to be disregarded. Such amount shall be adjusted by the Commissioner for increases in the cost-of-living in accordance with Code § 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any Determination Period beginning with or within such calendar year. If a Determination Period consists of fewer than twelve (12) months, the $265,000 annual Compensation limit (in 2015) will be multiplied by a fraction, the numerator of which is the number of months in the Determination Period, and the denominator of which is twelve (12).

If the Sponsoring Employer elects in the Adoption Agreement to exclude a class of Employees from the Plan, then Compensation for any Employee who becomes eligible or ceases to be eligible to participate during a Determination Period shall only include Compensation while the Employee is an Eligible Employee.

Any Differential Wage Payment paid by an Employer shall be treated as Compensation to the Employee receiving such payment. Except to the extent provided in the Adoption Agreement, Differential Wage Payments may not be disregarded for purposes of determining contributions and allocations under the Plan.

For any Self-employed Individual covered under the Plan, Compensation will mean Earned Income.

1.27 ***Controlled Group Employer***

"Controlled Group Employer" means the group consisting of a Participating Employer and any of its Affiliates. For purposes of the Plan, such group shall be treated as a single Employer; and any reference in the Plan to the Participating Employer shall also refer to the Controlled Group Employer unless the context clearly provides otherwise. A Controlled Group Employer may consist of more than one Participating Employers if they are Affiliates of each other. The determination of whether a Participating Employer is a Controlled Group Employer shall be made in accordance with Treas. Reg. § 1.414(c)-5 and any other subsequent guidance from the IRS to the extent applicable.

If the Participating Employer is a Public School, a Church, or a QCCO, the Participating Employer shall determine which entities are Controlled Group Employers based on a reasonable, good faith standard and taking into consideration the special rules applicable under IRS Notice 89-23, 1989-1 C.B. 654.

1.28 ***Custodial Account***

"Custodial Account" means the group Custodial Account or Accounts, as defined in Code Section 403(b)(7), established with a Custodian for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan. Amounts contributed to a Custodial Account are to be invested in regulated investment company stock to be held in such Custodial Account.

Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

A Custodial Account shall be treated as a trust under Code § 401(f). To the extent permitted by the IRS in Revenue Rulings, Notices or other guidance published in the Internal Revenue Bulletin, trust assets held under a Custodial Account may be invested in a group trust with trust assets held under a qualified plan or individual retirement plan.

1.29 ***Custodian***

"Custodian" means a bank or trust company (or other person who satisfies the conditions of Code § 401(f)(2)) qualified to provide custodial services under applicable state or federal law with which a Participating Employer establishes a Custodial Account, if any, on behalf of the Plan or a Participant (or his or her Beneficiary).

1.30 ***Day of Service***

"Day of Service" means, in the case of the Plan applying the Hours of Service Method of counting Service, any day during which an Employee is credited with at least one Hour of Service with a Participating Employer or a Controlled Group Employer. In the case of the Plan applying the Elapsed Time Method of counting Service, "Day of Service" means a whole Day of Service, as calculated under such method.

1.31 ***Determination Period***
"Determination Period" means the period, not exceeding twelve (12) months, over which Compensation is determined, as elected in the Adoption Agreement. In the absence of such election, the Determination Period shall be the Plan Year. If elected by the Employer in the Adoption Agreement, a different Determination Period may apply for each Employee or Employer Contribution type under the Plan.

1.32 ***Differential Wage Payment***
"Differential Wage Payment" means any payment that (a) is made by an Employer to an Employee with respect to any period during which the Employee is performing service in the uniformed services (as defined in USERRA) while on active duty for a period of more than 30 days, and (b) represents all or a portion of the wages the Employee would have received from the Employer if the Employee were performing service for the Employer.

The Plan shall not be treated as failing to meet the requirements of Code §§ 401(a)(4), 401(a)(26), 401(k)(3), 401(k)(11), 401(k)(12), 401(m), 403(b)(12), 408(k)(3), 408(k)(6), 408(p), 410(b), or 416 by reason of any contribution or benefit that is based on the Differential Wage Payment. The foregoing shall apply only if all Employees of a Controlled Group Employer performing service in the uniformed services described in Code § 3401(h)(2)(A) are entitled to receive Differential Wage Payments on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Controlled Group Employer, to make contributions based on the payments on reasonably equivalent terms. For purposes of applying this paragraph, the provisions of Code §§ 410(b)(3), 410(b)(4) and 410(b)(5) shall apply.

1.33 ***Direct Rollover***
"Direct Rollover" means, in the case of an Eligible Rollover Distribution from the Plan, the payment by the Plan to the Eligible Retirement Plan specified by the Distributee and, in the case of an Eligible Rollover Distribution from an Eligible Retirement Plan specified by the Distributee, the payment by such plan to the Plan.

1.34 ***Disability (Disabled)***
"Disability" or "Disabled" means, as defined by Code § 72(m)(7), the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. An Employee shall not be considered to be disabled unless proof is furnished of the existence thereof in such form and manner as the secretary [of the United States Department of the Treasury] may require.

1.35 ***Distributee***
"Distributee" means such term as defined in Article XII (Benefit Distributions, Commencement and Forms).

1.36 ***DOL***
"DOL" means the U.S. Department of Labor.

1.37 ***DOL Regulation***
"DOL Regulation" means the temporary and final regulations published by the DOL under ERISA.

1.38 ***Early Retirement Age***
"Early Retirement Age" means the Early Retirement Age, if any, specified in the Adoption Agreement at which age a Participant is eligible to retire and receive his or her benefits under the Plan. If specified in the Adoption Agreement, a Participant may also be required to complete a number of Years (or Periods) of Service to attain Early Retirement Age.

Unless otherwise elected in the Adoption Agreement, a Participant's Account shall become completely nonforfeitable upon attaining his or her Early Retirement Age, if the Participant is an Active Participant on such date.

1.39 ***Early Retirement Date***
"Early Retirement Date" means the date specified in the Adoption Agreement or, if not specified in the Adoption Agreement, the date on which a Participant attains his or her Early Retirement Age.

1.40 ***Earned Income***
"Earned Income" means the net earnings from self-employment in the trade or business with respect to which the Plan is established, for which personal services of the individual are a material income-producing factor. Net earnings will be determined without regard to items not included in gross income and the deductions allocable to such items. Net earnings are reduced by contributions by the Employer to a qualified plan to the extent deductible under Code § 404.

Net earnings shall be determined with regard to the deduction allowed to the taxpayer by Code § 164(f) for taxable years beginning after December 31, 1989.

1.41 ***Effective Date***
"Effective Date" means the date specified in the Adoption Agreement as being the date on or as of which the Plan or a provision of the Plan becomes effective. Notwithstanding any otherwise conflicting provision herein, in no event shall a provision of the Plan be effective earlier than the earliest Effective Date permitted for such provision by the Code or, if applicable, ERISA.

1.42 ***Elapsed Time Method***
"Elapsed Time Method" means a method of determining Service, for purposes of an Employee's entitlement under the Plan to participate, receive an allocation of Employer Contributions, and/or vesting, that is not based on the Employee's completion of

a specified number of Hours of Service during a twelve (12) consecutive month period, but rather with reference to the total period of time that elapses during which the Employee is employed by a Participating Employer or a Controlled Group Employer.

If the Sponsoring Employer has elected to use the Elapsed Time Method to determine eligibility, the allocation of Employer Contributions, and/or vesting Service, Service is the aggregate of the Participant's Periods of Service (applied without duplication and except for Periods of Service that may be disregarded under any applicable Forfeiture and Break in Service rules). An Employee will receive credit for the aggregate of all time period(s) commencing with the Employee's first day of employment or reemployment and ending on the date a Break in Service begins. The first day of employment or reemployment is the first day the Employee performs and Hour of Service. An Employee will also receive credit for any Period of Severance of less than 12 consecutive months. Fractional periods of a year will be expressed in terms of days.

Refer to the definitions of Break in Service, Hour of Service, Day of Service, Month of Service, Period of Service, and Period of Severance in this Article (Definitions) for purposes of determining Service under the Elapsed Time Method.

Each Employee will share in Employer Contributions for the period beginning on the date the Employee commences participation under the Plan and ending on the date on which such Employee incurs a Severance from Employment or is no longer a member of an eligible class of Employees.

Service shall be credited for all Periods of Service whether the Employee is employed by a Participating Employer or a Controlled Group Employer.

Rules regarding transfers between methods of crediting Service and amendments to the Plan to change methods of crediting Service are found under the definition of Hours of Service Method in this Article (Definitions).

1.43 ***Electing Church Plan***
"Electing Church Plan" means a Church or association of Churches that has made an irrevocable election to operate and maintain any Church Plan pursuant to Code § 410(d).

1.44 ***Elective Deferral Agreement***
"Elective Deferral Agreement" means a salary reduction agreement between a Participating Employer and an Employee under the terms of which the Employee authorizes the Participating Employer to make certain contributions on the Employee's behalf by reducing his or her Compensation by the amount of the contribution, and under which the Employee agrees to be bound by all the terms and conditions of the Plan.

1.45 ***Elective Deferrals***
"Elective Deferrals" mean any Employer Contributions (including Catch-Up Contributions) made to the Plan on an Employee's behalf in lieu of cash pursuant to an Elective Deferral Agreement or under an Automatic Contribution Arrangement, in accordance with Article III (Employee Contributions). The term Elective Deferrals includes Pre-Tax Elective Deferrals and Roth Elective Deferrals.

1.46 ***Eligible Automatic Contribution Arrangement (EACA)***
"Eligible Automatic Contribution Arrangement" or "EACA" means such term as defined in Article III (Employee Contributions) hereof, pursuant to which Automatic Elective Deferrals are made on behalf of an Eligible Employee.

1.47 ***Eligible Employee***
"Eligible Employee" means an Employee who (a) is not excluded from participation in the Plan based on the Sponsoring Employer's elections in the Adoption Agreement, and (b) satisfies the eligibility requirements set forth in the Adoption Agreement.

For Contributions other than Elective Deferrals, if the Sponsoring Employer elects in the Adoption Agreement to exclude union Employees, then Employees whose employment is governed by a collective bargaining agreement between the Employer and Employee Representatives under which retirement benefits were the subject of good faith bargaining and if two percent (2%) or less of the Employees covered pursuant to that agreement are professionals as defined in Treasury Regulation § 1.410(b)-9, shall not be treated as Eligible Employees to the extent of employment covered by such agreement. For this purpose, the term "Employee Representatives" does not include any organization more than half of whose members are Employees who are owners, officers, or executives of the Employer.

If the Sponsoring Employer elects in the Adoption Agreement to exclude nonresident aliens, then Employees who are nonresident aliens (within the meaning of Code § 7701(b)(1)(B)) who received no earned income (within the meaning of Code § 911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code § 861(a)(3)) shall not be treated as Eligible Employees.

For Contributions other than Elective Deferrals, if the Sponsoring Employer elects in the Adoption Agreement to exclude part-time, temporary and/or seasonal Employees, then notwithstanding any such exclusion, if any such excluded Employee actually completes a Year/Period of Eligibility Service, then such Employee will enter the Plan immediately following completion of the Year/Period of Eligibility Service, provided the Employee has attained the Plan's age requirement, if any. If the Employee has not yet met the Plan's age requirement, then the Employee will enter the Plan on the next Entry Date following the date the Employee has met the age requirement.

1.48 ***Eligible Employer***
“Eligible Employer” means, for purposes of eligibility to adopt and make contributions to the Plan, such term as defined in Treas. Reg. § 1.403(b)-2(b)(8) but limited to the following:

(a) A State or Local Governmental Entity, but only with respect to an Employee of the State or Local Governmental Entity performing services for a Public School;

(b) A Code § 501(c) organization with respect to any Employee of the Code § 501(c)(3) organization, or

(c) Any Employer of a minister described in Code § 414(e)(5)(A), but only with respect to the minister.

A State or Local Governmental Entity is not an Eligible Employer if it treats itself as not being a State or Local Governmental Entity for any other purpose of the Code, and a subsidiary or other Affiliate of a Participating Employer is not an Eligible Employer if the subsidiary or other Affiliate is not an entity described above in this Section.

1.49 ***Eligible Retirement Plan***
“Eligible Retirement Plan” means such term as defined in Article XII (Benefit Distributions, Commencement and Forms) hereof and as may be limited by the Adoption Agreement.

1.50 ***Eligible Rollover Distribution***
“Eligible Rollover Distribution” means such term as defined in Article XII (Benefit Distributions, Commencement and Forms) hereof and as may be limited by the Adoption Agreement.

1.51 ***Employee***
"Employee" means any person who is employed by a Participating Employer (or, if aggregation is required, by a Controlled Group Employer that is an Eligible Employer hereunder) as a common law employee. To the extent required by Code § 414(u)(12), an individual receiving Differential Wage Payments after December 31, 2008 from an Employer shall be treated as an Employee of such Employer.

The term “Employee” shall not include any person who is not recorded on the employment and payroll records of a Participating Employer as a common law employee. For purposes of clarification only and not to imply that the preceding sentence would otherwise cover such person, it is expressly intended that individuals not treated as common law employees by a Participating Employer on its employment and payroll records, including, but not limited to, those individuals recorded as independent contractors, working pursuant to an employee leasing arrangement, or working under any other non-employee or non-payroll classification, are to be excluded from Plan participation even if a court, regulatory body, or administrative agency determines that any such individuals are common law employees of a Participating Employer.

If the Employer is a Public School, the term “Employee” means each individual who is a common law employee of a State or Local Governmental Entity performing services for a Public School of the State or Local Governmental Entity, including an individual who is appointed or elected. This definition is not applicable unless the Employee’s Compensation for performing services for a Public School is paid by the State or Local Governmental Entity. Further, a person occupying an elective or appointive public office is not an Employee performing services for a Public School unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or Local Governmental Entity.

1.52 ***Employee Contributions***
"Employee Contributions" mean the contributions made to the Plan pursuant to Article III (Employee Contributions) and may include, without limitation, Elective Deferrals, After-Tax Contributions, and Mandatory Pre-Tax Contributions, as elected in the Adoption Agreement. Notwithstanding the foregoing, and solely for Code requirements, Employee Contributions shall be treated as an Employer Contribution wherever required in the Plan. Employee Contributions shall not include any contributions properly distributed as Excess Annual Additions or Excess Elective Deferrals under Article VII (Corrective Distributions).

1.53 ***Employer***
“Employer” means, with reference to a particular Employee, the Participating Employer and, with reference to the Adoption Agreement, the Sponsoring Employer. If the context requires, the term “Employer” shall also include any Controlled Group Employer.

1.54 ***Employer Contributions***
"Employer Contributions" mean contributions made to the Plan pursuant to Article IV (Employer Contributions) and may include, without limitation, Matching Contributions and Nonelective Contributions, as elected in the Adoption Agreement. Notwithstanding the foregoing, and solely for Code requirements, Elective Deferrals shall be treated as an Employer Contribution wherever required in the Plan. Employer Contributions shall not include any contributions properly disposed of as Excess Annual Additions under Article VII (Corrective Distributions).

1.55 ***Entry Date***
"Entry Date" means the date set forth in the Adoption Agreement on which an Eligible Employee may commence participation in the Plan.

1.56 ***ERISA***

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time. All references to any section of ERISA shall be deemed to refer not only to such section but also to any amendment thereof and any successor statutory provision.

1.57 ***Fiduciary***

"Fiduciary" means the Named Fiduciary, the Plan Administrator and any person or entity to the extent that it, he or she:

(a) exercises any discretionary authority or discretionary control with respect to management of the Plan or exercises any authority or control with respect to management or disposition of its assets;

(b) renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of the Plan, or has any authority or responsibility to do so; or

(c) has any discretionary authority or discretionary responsibility in the administration of the Plan.

Such term includes persons designated by Fiduciaries named in the Plan to carry out fiduciary responsibilities under the Plan. Nothing herein shall be construed as requiring a Fiduciary of a Non-ERISA Plan to comply with ERISA.

1.58 ***Forfeiture***

"Forfeiture" means that portion of a Participant's Account that is not nonforfeitable and is disposed of in accordance with the provisions of the Plan. Except as specifically provided herein, a Forfeiture will occur on the earlier of:

(a) the last day of the Plan Year in which a Participant incurs five consecutive one (1)-year Breaks in Service; or

(b) the distribution of the entire nonforfeitable portion of the Account of a Participant who has had a Severance from Employment. If the Participant has a nonforfeitable benefit of zero, then such Participant shall be deemed to have received such a distribution as of the end of the year in which the Severance from Employment occurs. Any Participant whose Accumulated Benefit contains amounts derived from Elective Deferrals (including earnings) cannot be deemed because Elective Deferrals are nonforfeitable when made.

Regardless of the preceding, if a Participant is eligible to share in the allocation of Forfeitures in the year in which the Forfeiture under the Participant's Account would otherwise occur, then the Forfeiture under the Participant's Account will not occur until the end of the first Plan Year for which the Participant is not eligible to share in the allocation of Forfeitures. Furthermore, the term "Forfeiture" shall also include amounts deemed to be Forfeitures pursuant to any other provision of the Plan.

With respect to the forfeitable portion of the Account of a Participant who has had a Severance from Employment, such forfeitable portion may, in the sole discretion of the Plan Administrator, be transferred to and temporarily held in an account that is maintained under the Plan for such purposes until such time that such portion becomes a Forfeiture or, along with any investment gains or earnings thereon, is restored to the Participant's Account; provided, however, that no Forfeiture temporarily held in an account shall remain unallocated beyond the end of the Plan Year in which the forfeiture occurs or, if the Employer elects in the Adoption Agreement to use Forfeitures to reduce Plan expenses or Employer Contributions, such Forfeitures shall be used promptly in the Plan Year in which they occur or, in appropriate situations, no later than the immediately succeeding Plan Year. If the Employer elects to use Forfeitures to reduce Employer Contributions, Forfeitures cannot be used for Qualified Nonelective Contributions, Qualified Matching Contributions, or Elective Deferrals.

1.59 ***Frozen Account***

"Frozen Account" means any contribution Account that consists of contribution types that are no longer permitted and currently being made available under the Plan.

1.60 ***Funding Agent***

"Funding Agent" means any person or entity, including without limitation a mutual fund investment company, Insurance Company, bank or trust company (or their respective representatives or agents), that offers one or more Investment Funds through a Funding Arrangement under the Plan. Transamerica or its Affiliate is permitted to be a Funding Agent if appointed by the Sponsoring Employer or its designee. Any Funding Agent hereunder is governed solely by the terms of its policies, written investment contract, prospectuses, and any other written agreements entered into with the Named Fiduciary (or their designated agents for such purpose) with regard to such Funding Arrangement or Investment Fund. Such Funding Agent, in its capacity as Funding Agent, is not a party to the Plan, nor bound in any way by the Plan provisions. Such parties shall not be required to look to the terms of the Plan, nor to determine whether the Plan Administrator or Named Fiduciary has the authority to act in any particular manner or to make any contract or agreement unless notified otherwise in writing.

1.61 ***Funding Arrangement***

"Funding Arrangement" means any group Annuity Contract or group Custodial Account that satisfies the requirements of Treas. Reg. § 1.403(b)-3 and that is issued or established for funding amounts held under the Plan. All Employee and Employer Contributions made to the Plan shall be contributed to the Funding Arrangement. A list of Vendors of Funding Arrangements approved for use under the Plan, including sufficient information to identify the approved Funding Arrangements, shall be maintained in an appendix to the Adoption Agreement. The terms governing each Funding Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code § 403(b), are hereby incorporated by reference in the Plan.

In the event of any conflict between the terms of the Plan and the terms of Funding Arrangements under the Plan (or of any other documents incorporated by reference into the Plan), the terms of the Plan shall govern. All Funding Arrangements under the Plan shall be made available by or through the Recordkeeper's Investment Funds platform unless otherwise agreed to by the Recordkeeper**.**

1.62 ***Governmental Plan***
"Governmental Plan" means a plan described in Code § 414(d).

1.63 ***Hardship Withdrawal***
"Hardship Withdrawal" means a distribution necessary to meet the immediate and heavy financial need of the Employee, the Employee's Spouse, dependent (within the meaning of Code § 152) or, unless otherwise elected in the Adoption Agreement, the Participant's primary non-Spouse Beneficiary. Accordingly, and pursuant to Treas. Reg. § 1.403(b)-6(d)92), a Hardship Withdrawal has the same meaning as a distribution due to hardship under Treas. Reg. § 1.401(k)-1(d)(3). Following any Hardship Withdrawal, a Participant's Elective Deferrals and any After-Tax Contributions may be limited as provided in Article XI (In-Service Withdrawals and Loans) of the Plan, subject to any applicable provisions of the Code and Treasury Regulations.

Unless otherwise elected in the Adoption Agreement, the determination of whether a Hardship Withdrawal should be permitted shall be made pursuant to the safe harbor rules set forth in Treasury Regulations issued under Code § 401(k).

1.64 ***Highly Compensated Employee (HCE)***
"Highly Compensated Employee" or "HCE" means an Employee who:

(a) was a 5-percent owner at any time during the Determination Year or the Look-Back Year; or

(b) for the Look-Back Year:

(i) had Section 415 Compensation from Controlled Group Employers in excess of $120,000 (as adjusted under Code § 415(d)); and

(ii) if elected in the Adoption Agreement, was in the Top-Paid Group of Employees, as defined in Code § 414(q)(3), during such year.

For this purpose, the "Determination Year" is the Plan Year for which a determination of who is an HCE is being made, and the "Look-Back Year" is the Plan Year immediately preceding the Determination Year.

The "Top-Paid Group of Employees" is the top twenty percent (20%) of Employees based on total Compensation and, unless otherwise excluded by the Employer, shall include: (A) Employees who have not completed six (6) months of employment with the Employer; (B) Employees who normally work less than 17½ hours per week or not more than six (6) months per calendar year; and (C) Employees who have not attained age 21. However, the Top-Paid Group of Employees shall not include: (I) Employees covered by a collective bargaining agreement, except to the extent provided in Treasury Regulations; and (II) Employees who are nonresident aliens (within the meaning of Code § 7701(b)(1)(B)) who received no earned income (within the meaning of Code § 911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code § 861(a)(3)). The effect of the Top-Paid Group of Employees election is that an Employee (who is not a 5-percent owner at any time during the Determination Year or the Look-Back Year) with Compensation in excess of $80,000 (as adjusted) for the Look-Back Year is a Highly Compensated Employee only if the Employee was in the Top-Paid Group of Employees for the Look-Back Year. A Top-Paid Group of Employees election must apply consistently to all Determination Years of all plans of the Controlled Group Employer that begin with or within the same calendar year.

A Highly Compensated former Employee is based on the rules applicable to determining Highly Compensated Employee status as in effect for that Determination Year, in accordance with Treasury Temporary Regulation § 1.414(q)-1T, A-4 and Notice 97-45.

If elected in the Adoption Agreement, the determination of Highly Compensated Employees shall be made on the basis of calendar year data in accordance with IRS Notice 97-45 ("Calendar Year Data" election). The effect of such a Calendar Year Data election is that the calendar year beginning with or within the Look-Back Year is treated as the Employer's Look-Back Year for purposes of (1) determining if an Employee (other than a 5-percent owner at any time during the Determination Year or the Look-Back Year) is a Highly Compensated Employee due to the Employee's Compensation for a Look-Back Year; and (2) if the Top-Paid Group of Employees election is made, determining if an Employee is in the Top-Paid Group of Employees. A Calendar Year Data election must apply consistently to all plans of the Controlled Group Employer, other than plans with calendar plan years.

The preceding elections, once made, apply for all subsequent Determination Years unless changed by the Employer. An Employer making one of the elections is not required also to make the other election. If an Employer makes or changes either a Top-Paid Group of Employees election or a Calendar Year Data election for a Determination Year, the Adoption Agreement must reflect the choices made. Any retroactive amendments must reflect the choices made in the operation of the Plan for each Determination Year. These elections must apply consistently to the Determination Years of all section 403(b) plans of the Eligible Employer.

The determination of who is a Highly Compensated Employee, including the determination of the number and identity of Employees in the Top-Paid Group of Employees and the Compensation used in such determination, shall be consistent with Code § 414(q) and the Treasury Regulations and guidance issued thereunder.

An HCE shall not be entitled to an Employer Contribution under the Plan unless such HCE is an Eligible Participant, as such term is defined in Article IV (Employer Contributions), for purposes of such contribution.

Notwithstanding any provision of the Plan to the contrary and pursuant to Code § 413(c)(1), Code § 414(q) shall be applied separately to each Participating Employer.

1.65 ***Hour of Service***
"Hour of Service" means as follows:

(a) With respect to a Plan applying the Hours of Service Method of counting Service:

(i) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for a Participating Employer or Controlled Group Employer. These hours will be credited to the Employee for the computation period in which the duties are performed.

(ii) Each hour for which an Employee is paid, or entitled to payment, by a Participating Employer or Controlled Group Employer due to a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service will be credited under this Subsection for any single continuous period (whether or not such period occurs in a single computation period).

(iii) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by a Participating Employer or Controlled Group Employer. The same Hours of Service will not be credited both under Subsection (a) or (b), as the case may be, and under this Subsection (c). These hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

(iv) Solely for purposes of determining whether a Break in Service for eligibility and vesting purposes has occurred in a computation period, an individual who is absent from work due to a Childrearing Absence shall receive credit for the Hours of Service that would otherwise have been credited to such individual but for such Childrearing Absence, or in any case in which such hours cannot be determined, eight Hours of Service per day of such absence. The Hours of Service credited under this Subsection shall be credited (i) in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or (ii) in all other cases, in the following computation period.

(v) Hours of Service shall not be credited for:

(A) Any hour for which an Employee is directly or indirectly paid under a plan maintained solely for the purpose of complying with applicable worker's compensation, unemployment compensation or disability laws.

(B) Payments that were made solely to reimburse an Employee for medical or medically related expenses incurred by the Employee, or for extra pay for any period for which Hours have previously been credited, such as extra pay in lieu of vacation.

(vi) Notwithstanding the foregoing, Hours of Service shall be calculated in compliance with DOL Regulation § 2530.200b-2.

(vii) When necessary, Hours of Service completed prior to January 1, 1976 shall be determined from such records a Participating Employer has maintained in the past, making reasonable approximations where necessary. If these records are insufficient to make an approximation, a reasonable estimate of hours to be credited will be made.

(viii) Hours of Service shall be determined based on the method, either actual hours worked or an equivalency, set forth in the Adoption Agreement.

(ix) In the case of a Participant who was an Employee of an unrelated predecessor Employer, Hours of Service for such predecessor shall be treated as Hours of Service for the Participating Employer of such Participant unless otherwise elected in the Adoption Agreement.

(x) Hours of Service shall be determined under the hours counting method as elected by the Employer in the Adoption Agreement. If no election is made, actual hours under the hours counting method shall be used.

(b) With respect to a Plan applying the Elapsed Time Method of counting Service, each hour for which an Employee is paid or entitled to payment for the performance of duties for the Employer.

1.66 ***Hours of Service Method***

"Hours of Service Method" means a method of determining Service, for purposes of an Employee's entitlement under the Plan to participate, receive an allocation of Employer Contributions, and/or vesting. The Hours of Service Method is based on the Employee's completion of a specified number of Hours of Service during a twelve (12) consecutive month period. Refer to the definitions of Break in Service, Hour of Service, and Year of Service for purposes of determining Service under the Hours of Service Method.

(a) *Transfers between Methods of Crediting Service*. The Adoption Agreement may provide that an Employee's Service for purposes of eligibility or vesting shall be determined on the basis of computation periods under the Hours of Service Method for certain classes of Employees but under the Elapsed Time Method for other classes of Employees, provided, however:

(i) In the case of an Employee who transfers from a class of Employees whose Service is determined on the basis of computation periods under the Hours of Service Method to a class of Employees whose Service is determined on the basis computation periods under the Elapsed Time Method, the Employee shall receive credit for a Period of Service consisting of:

(A) A number of years equal to the number of Years of Service credited to the Employee before the computation period during which the transfer occurs; and

(B) The greater of (1) the Period of Service that would be credited to the Employee under the Elapsed Time Method for his Service during the entire computation period in which the transfer occurs or (2) the Service taken into consideration under the Hours of Service Method as of the date of the transfer. In addition, the Employee shall receive credit for Service subsequent to the transfer commencing on the day after the last day of the computation period in which the transfer occurs.

(ii) In the case of an Employee who transfers from a class of Employees whose Service is determined under the Elapsed Time Method to a class of Employees whose Service is determined on the basis of computation periods under the Hours of Service Method:

(A) The Employee shall receive credit, as of the date of the transfer, for a number of Years of Service equal to the number of one (1)-year Periods of Service credited to the Employee as of the date of the transfer, and

(B) The Employee shall receive credit, in the computation period which includes the date of the transfer, for a number of Hours of Service determined by applying one of the equivalencies set forth in 29 CFR 2530.200b3 (e) (1) to any fractional part of a year credited to the Employee under this Section as of the date of the transfer. Such equivalency shall be set forth in the Plan and shall apply to all similarly situated Employees.

(b) *Amendments to Change Method of Crediting Service.* The Plan may be amended to change the method of crediting Service for any purpose or for any class of Employees between the Hours of Service Method and the Elapsed Time Method if such amendment contains provisions under which each Employee with respect to whom the method of crediting Service is changed is treated in the same manner as an Employee who transfers from one class of Employees to another under Subsection (a) of this Section.

1.67 ***Includible Compensation***

"Includible Compensation" means the Compensation received from an Eligible Employer that is includible in the Participant's gross income for Federal income tax purposes (computed without regard to Code § 911) for the most recent period that is a Year of Service. Includible Compensation also includes any Differential Wage Payment and any Compensation paid no later than 2 ½ months after an Employee's Severance from Employment as provided in Treas. Reg. § 1.415(c)-2(e). Includible Compensation for a minister who is self-employed means the minister's Earned Income (computed without regard to Code § 911) for the most recent period that is a Year/Period of Service. Includible Compensation does not include any Compensation received during a period when the Employer is not an Eligible Employer. Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Eligible Employer at the election of the Employee that would be includible in the gross income of the Employee but for the rules of Code §§ 125, 132(f)(4), 402(e)(2), 402(h)(1)(B), 402(k), or 457(b). The amount of Includible Compensation is determined without regard to any community property laws. Unless the Employer is a Church, and except as provided in Treas. Reg. § 1.401(a)(17)-1(d)(4)(ii) with respect to eligible participants in Governmental Plans, the amount of Includible Compensation of each Participant taken into consideration in determining contributions shall not exceed $265,000 (for 2015) or as adjusted for cost-of- living increases in accordance with Code § 401(a)(17)(B).

For purposes of applying the limitations on Annual Additions to nonelective Employer Contributions pursuant to Code § 415, Includible Compensation for a Participant who is permanently and totally Disabled (as defined in Code § 22(e)(3)) is the Compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before becoming permanently and totally Disabled.

For purposes of applying the limitations on Annual Additions to nonelective Employer Contributions pursuant to Code § 415, a former Employee is deemed to have monthly Includible Compensation for the period through the end of the taxable year of the former Employee in which he or she ceases to be an Employee and through the end of each of the next five (5) taxable

years. The amount of the monthly Includible Compensation is equal to one twelfth of the former Employee's Includible Compensation during the former Employee's most recent Year of Service.

1.68 ***Insurance Company***
"Insurance Company" means an insurance company, if any, qualified to issue Annuity Contracts under applicable state law from which a Participating Employer obtains an Annuity Contract on behalf of the Plan or a Participant (or his or her Beneficiary). Any refunds or credits in connection with an Insurance Company Annuity Contract shall be for the exclusive benefit of the Participants and their Beneficiaries.

1.69 ***Investment Fund***
"Investment Fund" means any investment fund or option that has been designated as an investment alternative under the Plan and held through a Funding Arrangement.

1.70 ***Investment Manager***
"Investment Manager" means any Fiduciary under the Plan who is described in ERISA § 3(38) and who is retained to serve in such capacity.

1.71 ***IRS***
"IRS" means the Internal Revenue Service.

1.72 ***Limitation Year***
"Limitation Year" means such term as defined in Article VI (Contribution Limitations and Testing).

1.73 ***Mandatory Pre-Tax Contributions***
"Mandatory Pre-Tax Contributions" mean Pre-Tax Contributions made pursuant to Article III (Employee Contributions) hereof that the Participating Employer requires an Employee to make as a condition of participation in the Plan.

1.74 ***Matching Contributions***
"Matching Contributions" mean contributions made by the Employer pursuant to Article IV (Employer Contributions) hereof due to an Employee Contribution (including, without limitation, Elective Deferrals). Matching Contributions that meet the requirements of the Plan to be Safe Harbor Matching Contributions (as such term is defined in this Article) are referred to herein as such, and not as Matching Contributions unless the context clearly requires otherwise.

1.75 ***Month of Service***
"Month of Service" means, in the case of the Plan applying the Hours of Service Method of counting Service, any month during which an Employee is credited with at least one Hour of Service with a Participating Employer or a Controlled Group Employer. In the case of the Plan applying the Elapsed Time Method of counting Service, "Month of Service" means a whole Month of Service, as calculated under such method.

1.76 ***Named Fiduciary***
"Named Fiduciary" means the named fiduciary (as contemplated under ERISA) who is named in the Adoption Agreement pursuant to Article XVI (Plan Administration). If the Named Fiduciary is not named in the Adoption Agreement, the Named Fiduciary shall be the Sponsoring Employer.

Notwithstanding the provisions of this Section, if the Plan is a Non-ERISA Plan (other than a Church Plan, a Governmental Plan or any other Non-ERISA Plan that is established or maintained by an Employer or Employee organization), there shall be no Named Fiduciary (as contemplated by ERISA) hereunder, and any reference to Named Fiduciary herein shall be a reference to the Recordkeeper or, if the Recordkeeper declines to be the Named Fiduciary for any reason, to the Vendor of the Annuity Contract or Custodial Account, as applicable. Nothing herein shall be construed as requiring the Named Fiduciary of a Non-Electing Church Plan, Governmental Plan or any other Non-ERISA Plan that is established or maintained by an Employer or Employee organization to comply with ERISA.

1.77 ***Non-Controlled Group Employer***
"Non-Controlled Group Employer" means a Participating Employer that is not a Controlled Group Employer of another Participating Employer. A Participating Employer may be a Controlled Group Employer with one or more Participating Employers but may be a Non-Controlled Group Employer with another one or more Participating Employers.

1.78 ***Non-Electing Church Plan***
"Non-Electing Church Plan" means a Church Plan with respect to which no election has been made under Code § 410(d).

1.79 ***Nonelective Contributions***
"Nonelective Contributions" mean contributions (other than Matching Contributions) made by the Employer pursuant to Article IV (Employer Contributions) hereof; and that the Participants may not elect to receive in cash or defer until distributed from the Plan. Nonelective Contributions that meet the requirements of the Plan to be Qualified Nonelective Contributions (as such term is defined in this Article) are referred to herein as such, and not as Nonelective Contributions unless the context clearly requires otherwise. Nonelective Contributions that meet the requirements of the Plan to be Safe Harbor Nonelective Contributions (as such term is defined in this Article IV (Employer Contributions)) are referred to herein as such, and not as Nonelective Contributions unless the context clearly requires otherwise.

1.80 ***Non-ERISA Plan***
“Non-ERISA Plan” means a Plan that is not subject to ERISA pursuant to ERISA § 4.

1.81 ***Non-Highly Compensated Employee (NHCE)***
"Non-Highly Compensated Employee" or “NHCE” means an Employee who is not a Highly Compensated Employee. An NHCE shall not be entitled to an Employer Contribution under the Plan unless such NHCE is an Eligible Participant, as such term is defined in Article IV (Employer Contributions), for purposes of such contribution.

1.82 ***Non-Qualified Church-Controlled Organization (Non-QCCO)***
“Non-Qualified Church-Controlled Organization” or “Non-QCCO” means a tax-exempt organization described in Code § 501(c)(3) that does not meet the definition of a Church or a QCCO, whether or not it is controlled by a Church.

1.83 ***Normal Retirement Age***
"Normal Retirement Age" means age 65, or such other age (not to exceed age 65) as specified in the Adoption Agreement. Upon attaining such age, an Employee becomes fully vested and is eligible to receive benefits under the Plan.

1.84 ***Normal Retirement Date***
“Normal Retirement Date” means the date specified in the Adoption Agreement or, if not specified in the Adoption Agreement, the date on which a Participant attains his or her Normal Retirement Age.

1.85 ***Participant***
"Participant" means any individual who at the time of any determination hereunder is participating in the Plan in accordance with the provisions of Article II (Eligibility and Participation). An individual shall cease to be a Participant at such time as he or she no longer has any interest in his or her Accounts under the Plan.

1.86 ***Participating Employer***
"Participating Employer" means the Sponsoring Employer, and any Affiliate or non-Affiliate of the Sponsoring Employer who is indicated in the Adoption Agreement and who enters into a Participation Agreement with the Sponsoring Employer for the purpose of adopting the Plan (and any successor thereof by merger, consolidation or otherwise). The term “Participating Employer” also includes any Related Participating Employers and any Unrelated Participating Employers. For purposes of eligibility to adopt, and make contributions to, the Plan, no Employer may become a Participating Employer unless such Employer is an Eligible Employer.

1.87 ***Participation Agreement***
“Participation Agreement” means the document executed by a Participating Employer, other than the Sponsoring Employer, for purposes of adopting the Plan and the Funding Arrangement(s) by such Participating Employer on behalf of its Employees. The Participation Agreement is subject to the Sponsoring Employer’s acceptance.

1.87 ***Part-time/Temporary/Seasonal Employee***
“Part-time/Temporary/Seasonal Employee” means any person who is customarily employed by an Employer on a part-time, temporary, seasonal or irregular basis and is customarily credited with fewer than 1,000 Hours of Service in an eligibility computation period.

1.88 ***Pension Services Agreement***
“Pension Services Agreement” means the agreement, if any, between Transamerica and the Employer or its designee pursuant to which Transamerica agrees to provide administrative and recordkeeping services with respect to the Plan.

1.89 ***Period of Service***
"Period of Service" means a Period of Service commencing on the Employee’s employment commencement date or reemployment commencement date, whichever is applicable, and ending on the Employee’s Severance from Service Date. For purposes of this Section, the following definitions shall apply:

(a) *Employment Commencement Date. T*he term “employment commencement date” shall mean the date on which the Employee first performs an Hour of Service.

(b) *Reemployment Commencement Date.* The term “reemployment commencement date” shall mean the first date, following a Period of Severance that is not required to be taken into consideration under the Service spanning rules described below in this Section, on which the Employee performs an Hour of Service.

(c) *Severance from Service Date.* The term “Severance from Service Date” shall mean the earlier of:

(i) The date on which an Employee incurs a Severance from Employment by reason of quit, retirement, discharge or death; or

(ii) The first anniversary of the first date of a period in which an Employee remains absent from Service (with or without pay) with the Participating Employer or Controlled Group Employer for any reason other than quit, retirement, discharge or death, such as vacation, holiday, sickness, Disability, leave of absence or layoff. Notwithstanding the foregoing, the Severance from Service Date of an Employee who is absent from Service beyond the first anniversary of the first day of absence by reason of a Childrearing Absence is the second anniversary of the first day of such absence.

(d) *Aggregation Rule.* Periods of Service shall generally be aggregated unless such Periods of Service may be disregarded under Code §§ 410(b)(5) or 411(a)(4).

(e) *Service Spanning Rules*. In determining a Period of Service, the Plan shall take into consideration the following Periods of Severance, if any:

(i) The Period of Severance from the date on which an Employee incurs a Severance from Service Date by reason of a quit, discharge or retirement to the date on which such Employee performs an Hour of Service, provided that such Hour of Service is performed within twelve (12) months of the Severance from Service Date; and

(ii) The Period of Severance from the date on which an Employee incurs a Severance from Service Date by reason of a quit, discharge or retirement during an absence from Service of twelve (12) months or less for any reason other than a quit, discharge, retirement or death, to the date on which such Employee performs an Hour of Service provided that such Hour of Service is performed within twelve (12) months of the date on which such Employee was first absent from Service.

For purposes of measurement, a Period of Service may be divided into twelve (12) month periods, each constituting a one (1)-year Period of Service. Such one (1)-year Periods of Service may be used for the purpose of determining (1) an Employee's initial or continuing eligibility to participate in the Plan pursuant to Article II (Eligibility and Participation), (2) an Employee's Vested Interest in his or her Account Balance derived from Employer Contributions pursuant to Article IX (Vesting and Forfeitures), (3) an Employee's entitlement to receive an allocation of Employer Contributions pursuant to Article IV (Employer Contributions), (4) an Employee's attainment of Early Retirement Age, (5) if the Years/Periods of Service Match formula is selected under the Adoption Agreement, the matching percentage for purposes of determining Matching Contributions pursuant to Article IV (Employer Contributions), and (6) if the New Comparability Allocation Formula is selected under the Adoption Agreement, the allocation method for purposes of determining Nonelective Contributions pursuant to Article IV (Employer Contributions).

A one (1)-year Period of Service determined for eligibility purposes shall be referred to herein as a "Period of Eligibility Service," which shall be credited only at the end of the twelve (12) month period and an Employee shall not be deemed to accumulate proportionate amounts of such Periods of Eligibility Service during the period. A one (1)-year Period of Service determined for vesting purposes, for the purpose of determining Early Retirement Age, if elected in the Adoption Agreement, or for certain new comparability allocation formulas, if elected in the Adoption Agreement shall be referred to herein as a "Period of Vesting Service," which shall include those whole one (1)-year Periods of Vesting Service completed prior to a Participant's 18th birthday, unless otherwise elected in the Adoption Agreement.

1.90 ***Period of Severance***

"Period of Severance" means a continuous period of time that begins on an Employee's Severance from Service Date, and ends when an Employee returns to Service with the Participating Employer or Controlled Group Employer.

In the case of an Employee who is absent from work for a Childrearing Absence beyond the first anniversary of the first day of such absence, a Period of Severance begins on the second anniversary of the first day of such absence. The period of absence between the first and second anniversaries of the first day of absence from work for a Childrearing Absence is neither a Period of Service nor a Period of Severance.

A one (1)-year Period of Severance shall be determined on the basis of a twelve (12)-consecutive-month period, beginning on the Severance from Service Date and ending on the first anniversary of such date, provided that the Employee during such twelve (12) consecutive-month periods does not perform an Hour of Service.

Refer to the definition of Period of Service in this Article (Definitions) for the meaning of the term Severance from Service Date as defined therein.

1.91 ***Plan***

"Plan" means this Basic Plan Document and the corresponding Adoption Agreement. The name of the Plan shall be the name set forth in the Adoption Agreement.

The Plan shall be maintained for the exclusive benefit of a Participating Employer's Employees and their Beneficiaries; provided, however, in determining whether the Plan is maintained for the exclusive benefit of a Participating Employer's Employees and their Beneficiaries, the Participants of all Participating Employers shall be considered Employees of the Participating Employer. Notwithstanding any provision of the Plan to the contrary, all Participating Employers shall be treated as constituting a single Employer for purposes of this exclusive benefit rule.

1.92 ***Plan Administrator***

"Plan Administrator" means the person or persons named in the Adoption Agreement who are responsible for the administration of the Plan in accordance with Article XVI (Plan Administration) and as contemplated in ERISA. If such person or persons are not so named or cease to serve as Plan Administrator without the Sponsoring Employer naming a successor, the Sponsoring Employer shall be the Plan Administrator. If the last remaining Participating Employer or Controlled Group Employer is the Plan Administrator and ceases to operate or exist without naming a successor Plan Administrator, the Plan shall terminate in accordance with Article XVII (Amendment or Termination of Plan; Merger, Consolidation, or Transfer of Assets) hereof and the individual members of the Board immediately prior to the time the Plan Administrator ceases to operate

or exist shall be the Plan Administrator until all assets of the Plan are distributed to Participants and Beneficiaries or a successor is named pursuant to Article XVI (Plan Administration) hereof. If a Plan Administrator is not designated and an Employer cannot be identified, the Plan Administrator shall be such other person as the Secretary of Labor may by regulation prescribe. Unless Transamerica or an Affiliate thereof is a Participating Employer, in no event shall Transamerica or any Affiliate thereof be appointed as the Plan Administrator.

Nothing herein shall be construed as requiring the Plan Administrator of a Non-Electing Church Plan or a Governmental Plan to comply with ERISA.

1.93 ***Plan Year***
"Plan Year" means the twelve (12) consecutive month period as set forth in the Adoption Agreement. If no Plan Year is designated in the Adoption Agreement, the Plan Year is the calendar year. The Adoption Agreement shall also specify the initial Plan Year. If elected in the Adoption Agreement, the initial Plan Year may be a short Plan Year of less than twelve (12) months as long as the short Plan Year ends on the last day on which a normal Plan Year would end.

1.94 ***Pre-Tax Elective Deferrals***
"Pre-Tax Elective Deferrals" are a Participant's Elective Deferrals that are not includible in the Participant's gross income at the time deferred.

1.95 ***Public School***
"Public School" means a State-sponsored educational organization described in Code § 170(b)(1)(A)(ii) (relating to educational organizations that normally maintain a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where educational activities are regularly carried out).

1.96 ***Qualified Automatic Contribution Arrangement (QACA)***
"Qualified Automatic Contribution Arrangement" or "QACA" means a qualified automatic contribution arrangement within the meaning of Code § 401(k)(13)(B).

1.97 ***Qualified Church-Controlled Organization (QCCO)***
"Qualified Church-Controlled Organization" or "QCCO" means an organization described in Code § 3121(w)(3)(B) and the Treasury Regulations thereunder, and generally refers to any Church-controlled, tax-exempt organization described in Code § 501(c)(3), other than an organization that:

(a) Offers goods, services, or facilities for sale, other than on an incidental basis, to the general public, other than goods, services, or facilities which are sold at a nominal charge which is substantially less than the cost of providing such goods, services, or facilities; and

(b) Normally receives more than 25% of its support from either: (1) governmental sources, or (2) receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in activities which are not unrelated trades or businesses, or both.

1.98 ***Qualified Default Investment Alternative (QDIA)***
"Qualified Default Investment Alternative" or "QDIA" means a qualified default investment alternative within the meaning of the DOL Regulations issued under ERISA § 404(c)(5).

1.99 ***Qualified Domestic Relations Order (QDRO)***
"Qualified Domestic Relations Order" or "QDRO" means a qualified domestic relations order under ERISA § 206(d), subject to applicable procedures of the Plan Administrator. A domestic relations order shall not fail to be a QDRO solely because it is issued after, or revises, a prior QDRO. If the Plan is subject to Title I of ERISA, it must accept a QDRO. If the Plan is a Governmental Plan or a Non-Electing Church Plan, it is required to accept a domestic relations order (whether or not the domestic relations order is a QDRO) except as otherwise provided under an applicable state law.

1.100 ***Qualified Joint and Survivor Annuity (QJSA)***
"Qualified Joint and Survivor Annuity" or "QJSA" means such term as defined in Article XIV (QJSA and QPSA Requirements).

1.101 ***Qualified Matching Contributions (QMACs)***
"Qualified Matching Contributions" or "QMACs" mean Matching Contributions that are nonforfeitable when made to the Plan and that are distributable only in accordance with the Plan's distribution provisions (other than for hardships) applicable to Elective Deferrals.

1.102 ***Qualified Military Leave***
"Qualified Military Leave" means a leave of absence taken by an Employee by reason of Qualified Military Service from which the Employee returns to employment with the Employer no more than ninety (90) days after leaving such service.

1.103 ***Qualified Military Service***
"Qualified Military Service" means any service in the United States uniformed services (as defined under USERRA) (including, without limitation, the National Guard, Coast Guard and Public Health Services commissioned corps) by any Employee if such Employee is entitled to reemployment rights under USERRA with respect to such service.

1.104 ***Qualified Nonelective Contributions (QNECs)***
"Qualified Nonelective Contributions" or “QNECs” mean such term as defined in Article IV (Employer Contributions). QNECs must satisfy Treas. Reg. § 1.401(m)-2(a)(6) if used for the ACP Test.

1.105 ***Qualified Optional Survivor Annuity (QOSA)***
“Qualified Optional Survivor Annuity” or “QOSA” means such term as defined in Article XIV (QJSA and QPSA Requirements).

1.106 ***Qualified Preretirement Survivor Annuity (QPSA)***
“Qualified Preretirement Survivor Annuity” or “QPSA” means such term as defined in Article XIV (QJSA and QPSA Requirements).

1.107 ***Qualified Roth Contribution Program***
“Qualified Roth Contribution Program” means, pursuant to Code § 402A(b), a program provided under which an Eligible Employee may irrevocably elect to make designated Roth Elective Deferrals to a designated Roth Account under the Plan in lieu of all or a portion of the Elective Deferrals the Employee is otherwise eligible to make under the Plan provided the Plan maintains separate recordkeeping with respect to each designated Roth Account under the Plan.

1.108 ***Recordkeeper***
“Recordkeeper” means the Plan’s recordkeeping and administrative service provider. If the Employer or its designee enters into a Pension Services Agreement with Transamerica, the Recordkeeper is Transamerica.

1.109 ***Related Participating Employer***
“Related Participating Employer” means a Participating Employer who is an Affiliate of the Sponsoring Employer.

1.110 ***Required After-Tax Contributions***
“Required After-Tax Contributions” mean After-Tax Contributions made pursuant to Article III (Employee Contributions) hereof that the Participating Employer requires an Employee to make as a condition of participation in the Plan.

1.111 ***Retirement Date***
"Retirement Date" means a Participant’s Early Retirement Date, if applicable, or Normal Retirement Date.

1.112 ***Rollover Account***
"Rollover Account" means the subaccount of a Participant's Account that holds Rollover Contributions made pursuant to Article III (Employee Contributions) hereof. A Rollover Account may be further subdivided into separate subaccounts if such subdivision is necessary to protect the special tax treatment of certain rolled-over amounts.

1.113 ***Rollover Contribution***
“Rollover Contribution” means a timely payment, other than a Direct Rollover, to the Plan by an Employee or Participant that is attributable to an Eligible Rollover Distribution made from an Eligible Retirement Plan.

1.114 ***Roth Elective Deferrals***
"Roth Elective Deferrals" mean a Participant’s Elective Deferrals that are includible in the Participant’s income for federal income tax purposes at the time deferred and have been irrevocably designated Roth Elective Deferrals by the Participant in his or her deferral election.

1.115 ***Safe Harbor Contributions***
“Safe Harbor Contributions” mean Safe Harbor Matching Contributions and Safe Harbor Nonelective Contributions, if any, made hereunder for the purpose of satisfying either the Non-QACA Safe Harbor Plan provisions of Article IV (Employer Contributions) or the QACA Safe Harbor Plan provisions of such Article, as applicable to the Plan pursuant to the Sponsoring Employer’s election in the Adoption Agreement. The term “Safe Harbor Contributions” may include either Non-QACA Safe Harbor Contributions or QACA Safe Harbor Contributions, as such terms are defined in Article IV (Employer Contributions). Also, the term “Safe Harbor Contributions” shall include any Permissible Matching Contributions in Addition to Safe Harbor Contributions, as such term is defined in Article IV (Employer Contributions), unless the context requires otherwise.

1.116 ***Safe Harbor Matching Contributions***
“Safe Harbor Matching Contributions” mean Non-QACA Safe Harbor Matching Contributions or QACA Safe Harbor Matching Contributions, as such terms are defined in Article IV (Employer Contributions). The term “Safe Harbor Matching Contributions” shall include any Permissible Matching Contributions in Addition to Safe Harbor Contributions, as such term is defined in Article IV (Employer Contributions), unless the context requires otherwise.

1.117 ***Safe Harbor Nonelective Contributions***
“Safe Harbor Nonelective Contributions” mean Non-QACA Safe Harbor Nonelective Contributions or QACA Safe Harbor Nonelective Contributions, as such terms are defined in Article IV (Employer Contributions).

1.118 ***Section 403(b) Salary Reduction Contributions***
“Section 403(b) Salary Reduction Contributions” mean an Employee’s Elective Deferrals (including Catch-Up Contributions) made pursuant to an arrangement, other than the Plan, described in Code § 403(b) and identified in the Adoption Agreement as a “section 403(b) plan,” “Tax-Deferred Annuity” or “TDA.”

1.119 ***Section 414(s) Compensation***
"Section 414(s) Compensation" means Compensation, as defined herein. The computation period for determining Section 414(s) Compensation will be the same period indicated in the Adoption Agreement for determining Compensation. However, certain exclusions that may be elected in the Adoption Agreement (as such options are explicitly identified in the Adoption Agreement will require additional testing to determine if the definition of Compensation as modified satisfies Code § 414(s). The computation period used to determine Section 414(s) Compensation must be applied uniformly to all Participants for the Plan Year.

1.120 ***Section 415 Compensation***
"Section 415 Compensation" means, with respect to any Participant, such Participant's:

(a) wages, tips and other compensation on Form W-2;

(b) Code § 3401(a) wages; or

(c) Code § 415 safe harbor compensation,

as elected in the Adoption Agreement for purposes of Compensation. Section 415 Compensation shall be limited as set forth in Code § 415(d), adjusted in accordance with such provisions. Section 415 Compensation shall be based on the Limitation Year regardless of when participation in the Plan commences.

Furthermore, regardless of any election made in the Adoption Agreement, Section 415 Compensation shall include Elective Deferrals (as defined in Code § 402(g)(3)) and any amount which is contributed or deferred by a Participating Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code §§ 125, 457, and 132(f)(4).

Unless otherwise elected in the Adoption Agreement, amounts under Code § 125 shall be deemed to include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code §125 pursuant to the preceding sentence only if the Participating Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

Section 415 Compensation shall include payments made within 2½ months after Severance from Employment (within the meaning of Code § 401(k)(2)(B)(i)(I)) if they are payments that, absent a Severance from Employment, would have been paid to the Employee while the Employee continued in employment with the Participating Employer and are regular Compensation for services during the Employee's regular working hours, Compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation, and payments for accrued bona fide sick, vacation or other leave, but only if the Employee would have been able to use the leave if employment had continued. Any payments not described above are not considered Section 415 Compensation if paid after Severance from Employment, even if they are paid within 2½ months following Severance from Employment, except for payments to an individual who does not currently perform services for a Participating Employer by reason of Qualified Military Service to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Participating Employer rather than entering Qualified Military Service.

1.121 ***Section 457(b) Salary Reduction Contributions***
“Section 457(b) Salary Reduction Contributions” mean an Employee’s Contributions (including Catch-Up Contributions) made pursuant to an arrangement described in Code § 457(b) and identified in the Adoption Agreement as a “section 457(b) plan” or an “eligible deferred compensation plan.”

1.122 ***Self-employed Individual***
“Self-employed Individual” means an individual who has Earned Income for the taxable year from the organization for which the Plan is established; also, an individual who would have had Earned Income but for the fact that the organization had no earnings for the taxable year.

1.123 ***Service***
"Service" means Service as determined under the Hours of Service Method or the Elapsed Time Method, as elected in the Adoption Agreement, and that is credited to an Employee for purposes of determining such Employee’s initial or continued eligibility to participate in the Plan, an Employee’s entitlement to receive an allocation of Employer Contributions, and/or the nonforfeitable interest in a Participant’s Account Balance derived from Employer Contributions. If the Hours of Service Method is elected in the Adoption Agreement to determine eligibility, an Employee’s entitlement to receive an allocation of Employer Contributions, and/or vesting Service, refer to the definition of Hours of Service Method for determining Service under such method. If the Elapsed Time Method is elected in the Adoption Agreement to determine eligibility, an Employee’s entitlement to receive an allocation of Employer Contributions, and/or vesting Service, refer to the definition of Elapsed Time Method for determining Service under such method. As further specified under the Hours of Service Method or the Elapsed Time Method, "Service" means the period of current or prior employment with a Participating Employer or a Controlled Group Employer, including any imputed period of employment that must be counted under USERRA. In the case of a Participant who was an Employee of an unrelated predecessor Employer, service for such predecessor shall not be treated as Service for the Participating Employer of such Participant unless otherwise elected in the Adoption Agreement. In any event, if the Participating Employer maintains the Plan of a predecessor Participating Employer, Service with such predecessor

Participating Employer will be treated as Service for the Participating Employer. Service before the original Effective Date of the Plan or, if applicable, a plan of a predecessor Employer shall be included unless and to the extent otherwise elected in the Adoption Agreement.

For Church Plans, "Service" also means Denominational Service. "Denominational Service" means a person's completed years and months in the paid employment of a Church or convention or association of Churches with which the Employer is associated, and/or in the paid employment of an agency or organization that is exempt from tax under Code § 501 and that is controlled by or associated with the Church or convention or association of Churches with which the Employer is associated. Denominational Service also includes all Years of Service by a duly ordained, commissioned, or licensed minister of a Church.

1.124 ***Severance from Employment***
"Severance from Employment" means Severance from Employment with the Participating Employers and Controlled Group Employers for any reason, including, but not limited to, retirement, death, Disability, resignation or dismissal with or without cause. For example, pursuant to the foregoing definition, if a Participating Employer is a Public School, a Severance from Employment does not occur if an Employee continues to be employed by another unit of the State, even if that unit is not a Public School.

An Employee's authorized leave of absence, as determined under a Participating Employer's personnel policies, shall or shall not be treated as a Severance from Employment.

In the event that an Employee is transferred from one Controlled Group Employer to another Controlled Group Employer, the Employee will not be deemed to have incurred a Severance from Employment. In the event that an Employee is transferred from a Controlled Group Employer to a Non-Controlled Group Employer, he or she shall be deemed to have incurred a Severance from Employment.

Solely for purposes of eligibility for a distribution under Code § 401(k)(2)(B)(i)(I), an Employee shall be treated as having incurred a Severance from Employment during any period the Employee is performing service in the uniformed services described in Code § 3401(h)(2). For all other purposes, such Employee shall not be treated as having incurred a Severance from Employment.

1.125 ***Special Section 403(b) Catch-Up Elective Deferrals***
"Special Section 403(b) Catch-Up Elective Deferrals" mean such term as defined in Article VI (Contribution Limitations and Testing).

1.126 ***Sponsoring Employer***
"Sponsoring Employer" means the primary Participating Employer responsible for the maintenance and administration of the Plan, as indicated in the Adoption Agreement. If there is only one Participating Employer, such Participating Employer shall be deemed the Sponsoring Employer.

1.127 ***Spousal Annuity Plan Exception***
"Spousal Annuity Plan Exception" means the rules described in Article XIV (QJSA and QPSA Requirements) that provide the conditions that the Plan must satisfy in order to be exempt from the QJSA and QPSA requirements.

1.128 ***Spousal Consent***
"Spousal Consent" means consent of a Participant's Spouse that meets each of the following requirements:

(a) Is in writing and irrevocable;

(b) Designates a Beneficiary (or a form of benefits) that may not be changed without Spousal Consent (unless the consent of the Spouse expressly permits designation by the Participant without any requirement of further consent by the Spouse);

(c) Contains an acknowledgment by such Spouse of the effect of such consent; and

(d) Is witnessed either by a representative of the Plan or by a notary public.

Notwithstanding the foregoing, Spousal Consent shall not be required under the Plan in the event that the Participant establishes to the satisfaction of the Plan representative that he or she has no Spouse, that such Spouse cannot be located, or under such other circumstances as may be permitted under applicable Treasury Regulations.

Further, unless a QDRO requires otherwise, Spousal Consent shall be deemed given for all Plan purposes, if the Participant is legally separated or has been abandoned (within the meaning of local law) and the Participant has a court order to such effect.

1.129 ***Spouse***
"Spouse" means the Spouse or surviving Spouse of the Participant by marriage (as defined under applicable law) at the applicable time (for example, and without limitation, at death, commencement of benefits, election to receive a loan, spousal rollover rights pursuant to Code § 402(c)(9), and required minimum distributions pursuant to Code § 401(a)(9)) for the determination of the Participant's Spouse, provided that a former Spouse will be treated as the Spouse or surviving Spouse

and a current Spouse will not be treated as the Spouse or surviving Spouse to the extent provided under a Qualified Domestic Relations Order as described in Code § 414(p). The Plan Administrator's procedures for determining the Spouse shall be applied in a consistent and nondiscriminatory manner to all Plan Participants (and, if applicable, their Beneficiaries). For purposes of the Code and subject to Revenue Ruling 2013-17 and any other applicable regulatory guidance issued by the IRS, effective as of September 16, 2013, the term "Spouse" shall also include an individual married to a Participant of the same sex if such individual and the Participant are lawfully married under state law, even if the state in which they are domiciled does not recognize the validity of same-sex marriages; provided, however, that, for such purposes, the term "Spouse" shall not include a domestic law partner. For purposes of this Section, the term "domestic law partner" means an individual (whether of the opposite sex or same sex with the Participant) who has entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state. For purposes of this Section, the term "state" means any domestic or foreign jurisdiction having the legal authority to sanction marriages.

1.130 ***State or Local Governmental Entity***
"State or Local Governmental Entity" means a State (within the meaning of the Code), a political subdivision of a State, or any agency or instrumentality of a State. In addition to the States comprising the United States, "State" includes the District of Columbia (pursuant to Code § 7701(a)(10)). An Indian tribal government is treated as a State pursuant to Code § 7871(a)(6)(B) for purposes of Code § 403(b)(1)(A)(ii). Unless the context clearly provides otherwise, the term "State or Local Governmental Entity" shall also include a Public School.

1.131 ***Straight Life Annuity***
"Straight Life Annuity" means an annuity payable in equal installments for the life of the Participant that terminates upon the Participant's death.

1.132 ***Transamerica***
"Transamerica" means Transamerica Retirement Solutions, LLC or any successor thereto. In any provision of the Plan providing for the insulation of Transamerica from liability, the Transamerica shall also include any Affiliates of Transamerica Retirement Solutions, LLC.

1.133 ***Treasury Regulation***
"Treasury Regulation" or "Treas. Reg." means the temporary and final regulations published by the U.S. Department of the Treasury under the Code.

1.134 ***Unrelated Participating Employer***
"Unrelated Participating Employer" means a Participating Employer who is not an Affiliate of the Sponsoring Employer.

1.135 ***USERRA***
"USERRA" means the Uniformed Services Employment and Reemployment Rights Act of 1994, as set forth in Chapter 43 of Title 38, United States Code (as in effect on December 12, 1994), governing an Employee's reemployment rights with respect to Qualified Military Service.

1.136 ***Valuation Date***
"Valuation Date" means the date(s) elected by the Sponsoring Employer in the Adoption Agreement as of which Account Balances or Accumulated Benefits are valued for purposes of calculating the Value of a Participant's Account. In any event, there shall be a Valuation Date at least once each calendar quarter. The Adoption Agreement may provide differing Valuation Date(s) with respect to any particular property or asset of the Plan identified in the Adoption Agreement and for which there is no readily ascertainable market value. If any assets of the Plan are invested in any property for which there is no readily ascertainable market value, the Employer shall engage an independent Fiduciary to supply the Plan with a proper valuation.

1.137 ***Value***
"Value" means the net value of all assets, earned or accrued, allocated to a Participant's Account. Unless otherwise noted herein, Value is based on the fair market value.

1.138 ***Vendor***
"Vendor" means the provider of an Annuity Contract or Custodial Account.

1.139 ***Vested Interest***
"Vested Interest" means the Participant's nonforfeitable interest in his or her Account.

Notwithstanding the foregoing, if any Participant shall incur a Disability, die, attain Normal Retirement Age, or attain his or her Early Retirement Age while an Active Participant, in accordance with any applicable elections in the Adoption Agreement, such Participant's entire interest in his or her Employer Contribution Account shall become nonforfeitable.

1.140 ***Vested Value***
"Vested Value" means the Value of the Participant's applicable Account, as adjusted in the case of the Employer Contribution Account to reflect only the Participant's Vested Interest in such Account.

1.141 ***Volume Submitter Plan***
"Volume Submitter Plan" means either (a) the specimen plan of the Volume Submitter Practitioner, consisting of this Basic Plan Document, the Adoption Agreement and the Funding Arrangement(s), the form of which is the subject of a favorable advisory letter from the IRS, or (b) the Plan of the Sponsoring Employer that is substantially similar (within the meaning of Revenue Procedure 2013-22) to such specimen plan of the Volume Submitter Practitioner.

1.142 ***Volume Submitter Practitioner***
"Volume Submitter Practitioner" means Transamerica in its capacity as the Volume Submitter Practitioner (within the meaning of Revenue Procedure 2013-22) with respect to the Volume Submitter Plan.

1.143 ***Voluntary After-Tax Contributions***
"Voluntary After-Tax Contributions" mean After-Tax Contributions (other than Required After-Tax Contributions) made by a Participating Employer on behalf of a Participant pursuant to Article III (Employee Contributions) hereof.

1.144 ***Year of Service***
"Year of Service" means, for purposes of determining Includible Compensation or Special Section 403(b) Catch-Up Contributions, each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer. The Employee must be credited with a full Year of Service for each year during which the Employee is a full-time Employee and a fraction of a year for each part of a work period during which the Employee is a full-time or part-time Employee of the Employer. An Employee's number of Years of Service equals the aggregate of the annual work periods during which the Employee is employed by the Employer. The work period is the Employer's annual work period.

"Year of Service" means, for Church Employees, including Employees of an Eligible Employer that is a Church-related organization, any period during which an individual is an Employee of that Eligible Employer and any other Eligible Employer that is a Church-related organization that has an association (as defined in Code § 414(e)(3)(D)) with that Eligible Employer is taken into consideration on an aggregated basis, but any period during which an individual is not an Employee of a Church-related organization or is an Employee of a Church-related organization that does not have an association with that Eligible Employer is disregarded (Treas. Reg. § 1.403(b)-4(e)(3)).

"Year of Service" means, for all other purposes, an Anniversary Year, or, if elected in the Adoption Agreement, a Plan Year beginning with the Plan Year in which the first anniversary date occurs, during which an Employee has at least 1,000 Hours of Service, or such lower number as is specified in the Adoption Agreement, with the Participating Employers and Controlled Group Employers. The initial computation period is the 12-consecutive month period beginning on the date the Employee first performs an Hour of Service for the Employer (employment commencement date). No partial Years of Service shall be credited.

Year of Service may be used for the purpose of determining (1) an Employee's initial or continuing eligibility to participate in the Plan pursuant to Article II (Eligibility and Participation), (2) an Employee's Vested Interest in his or her Account Balance derived from Employer Contributions pursuant to Article IX (Vesting and Forfeitures), (3) an Employee's entitlement to receive an allocation of Employer Contributions pursuant to Article IV (Employer Contributions), (4) an Employee's attainment of Early Retirement Age, (5) if the Years/Periods of Service Match formula is selected under the Adoption Agreement, the matching percentage for purposes of determining Matching Contributions pursuant to Article IV (Employer Contributions), and (6) if the New Comparability Allocation Formula is selected under the Adoption Agreement, the allocation method for purposes of determining Nonelective Contributions pursuant to Article IV (Employer Contributions).

For purposes of determining Years of Eligibility Service, Years of Service shall be credited only at the end of the 12 month period and an Employee shall not be deemed to accumulate proportionate amounts of such Years of Eligibility Service during the period.

For purposes of determining Years of Vesting Service, Years of Service shall include those whole Years of Vesting Service completed prior to a Participant's 18th birthday, unless otherwise elected in the Adoption Agreement.

1.145 ***Year/Period of Eligibility Service***
"Year/Period of Eligibility Service" means either:

(a) if the Employer has elected the Hours of Service Method for counting Service in the Adoption Agreement, a Year of Service for eligibility purposes ("Year of Eligibility Service"); or

(b) if the Employer has elected the Elapsed Time Method of counting Service in the Adoption Agreement, a Period of Service for eligibility purposes ("Period of Eligibility Service").

1.146 ***Year/Period of Service***
"Year/Period of Service" means either:

(a) if the Employer has elected the Hours of Service Method for counting Service in the Adoption Agreement, a Year of Service; or

(b) if the Employer has elected the Elapsed Time Method of counting Service in the Adoption Agreement, a Period of Service.

1.147 ***Year/Period of Vesting Service***
"Year/Period of Vesting Service" means either:

(a) if the Employer has elected the Hours of Service Method for counting Service in the Adoption Agreement, a Year of Service for vesting purposes ("Year of Vesting Service"), for the purpose of determining Early Retirement Age, if elected in the Adoption Agreement, and for certain new comparability allocation formulas, if elected in the Adoption Agreement; or

(b) if the Employer has elected the Elapsed Time Method of counting Service in the Adoption Agreement, a Period of Service for vesting purposes ("Period of Vesting Service").

ARTICLE II
ELIGIBILITY AND PARTICIPATION

2.1 ***Requirement of Eligibility***

(a) Age and Service Requirements. In order to participate in the Plan, an Employee must be an Eligible Employee. The Adoption Agreement shall specify the minimum age and Years/Periods of Eligibility Service, if any, required under the Plan with respect to any contribution type permitted hereunder pursuant to the Adoption Agreement. An Eligible Employee may not participate in the Plan any earlier than the Effective Date of the Plan or, if later, the Effective Date for which the applicable provision of the Plan applies, as further provided in the Adoption Agreement. The Adoption Agreement may provide differing age and Service eligibility requirements for the different types of Employee and Employer Contributions. So long as made pursuant to the terms of the Plan, the Plan Administrator's determination of eligibility of each Employee shall be final and binding on all persons subject to review under the Plan's claims review procedure. The Employer shall provide to the Plan Administrator such information and documentation as reasonably required or requested by the Plan Administrator to make a determination of eligibility.

(b) Computation of Eligibility Service. Years/Periods of Eligibility Service will be determined on the basis of the Hours of Service Method or the Elapsed Time Method, as selected in the Adoption Agreement.

2.2 ***Commencement of Participation***

An Eligible Employee shall become a Participant in the Plan on the Entry Date(s) specified in the Adoption Agreement. The Adoption Agreement may provide differing Entry Dates for the different types of Employee and Employer Contributions. If the Adoption Agreement provides for a single annual Entry Date, the minimum age and Service requirements, if any, must be reduced by one-half (½) Year/Period of Eligibility Service unless the Employee participates on the Entry Date nearest the date on which the Employee becomes an Eligible Employee and such Entry Date is the first day of the Plan Year. An Eligible Employee who does not participate on such Eligible Employee's Entry Date may participate as of any subsequent Entry Date if still an Eligible Employee on such date.

In the event an Employee who is not a member of an eligible class of Employees becomes a member of an eligible class, such Employee will participate immediately if such Employee has satisfied the minimum age and Service requirements and would have otherwise previously become a Participant had said Employee not been in an excluded class of Employees.

The Plan shall allow for reasonable administrative procedures for Plan entry for making Elective Deferrals, including a reasonable period for providing a Participant notice of the right to defer and a reasonable election period, provided that Treasury Regulations § 1.403(b)-5(b)(2) is satisfied. If the Plan provides notice of the right to defer no later than thirty (30) days after commencement of employment, allows the Participant to make an election up to thirty (30) days after notice is provided, and provides that the Participant's election will be effective as soon as administratively practicable, the Plan will be treated as having reasonable administrative procedures that do not cause the Plan to fail to satisfy Treasury Regulations § 1.403(b)-5(b)(2).)

2.3 ***Designation of Eligibility Computation Period***

For purposes of determining Years/Periods of Eligibility Service and Breaks in Service for purposes of eligibility, the initial eligibility computation period is the 12-consecutive month period beginning on the date the Employee first performs an Hour of Service for the Employer (employment commencement date). As elected in the Adoption Agreement, the succeeding 12-consecutive month periods commence with either (a) the first anniversary of the Employee's employment commencement date, or (b) the first Plan Year that commences prior to the first anniversary of the Employee's employment commencement date regardless of whether the Employee is entitled to be credited with 1,000 Hours of Service (or any equivalent provided in the Plan under the Elapsed Time Method if applicable) during the initial eligibility computation period. An Employee who is credited with 1,000 Hours of Service (or any equivalent provided in the Plan under the Elapsed Time Method) in both the initial eligibility computation period and the first Plan Year which commences prior to the first anniversary of the Employee's initial eligibility computation period will be credited with two (2) Years/Periods of Eligibility Service. Years/Periods of Eligibility Service and Breaks in Service for purposes of eligibility to participate will be measured on the same eligibility computation period.

2.4 ***Minimum Participation Standards***

(a) In General. Unless the Plan is a Non-ERISA Plan, the Plan shall comply with the requirements of ERISA § 202(a) (minimum participation standards) that are parallel to the requirements of Code § 410(a), as well as the Treasury Regulations under Code § 410(a).

(b) Elective Deferrals (Universal Availability Requirement). An Employee's eligibility to make Elective Deferrals may not be conditioned upon the completion of any period of Eligibility Service or the attainment of a minimum age. Unless the Employer is a Church, all Employees of a Participating Employer shall be eligible to make Elective Deferrals upon his or her commencement of employment, except that the following Employees (as elected in the Adoption Agreement) may be excluded from eligibility to have Elective Deferrals made on their behalf under the Plan:

(i) Employees who are eligible under another section 403(b) plan of the Participating Employer, which plan permits an amount to be contributed or deferred at the election of the Employee.

(ii) Employees who are eligible under a section 457(b) governmental eligible deferred compensation plan of the Employer, which plan permits an amount to be contributed or deferred at the election of the Employee.

(iii) Employees who are eligible under a section 401(k) plan of the Employer to make a cash or deferred election (as defined at Treasury Regulations § 1.401(k)-1(a)(3).

(iv) Employees who are nonresident aliens described in Code § 410(b)(3)(C).

(v) Employees who are students performing services described in Code § 3121(b)(10).

(vi) Employees who normally work fewer than 20 hours per week. An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commences, the Employer reasonably expects the Employee to work fewer than 1,000 Hours of Service in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 Hours of Service in the preceding 12-month period. Under this provision, an Employee who works 1,000 or more Hours of Service in the 12-month period beginning on the date the Employee's employment commences or in a Plan Year ending after the close of that 12-month period shall then be eligible to participate in the Plan and shall be eligible to continue to participate, regardless of any Break in Service.

An Employee who is eligible to have Elective Deferrals made on his or her behalf under the Plan shall not be entitled to any other Employer Contributions unless such Employee is an Eligible Employee with respect to such other Employer Contributions.

(c) Other Employer Contributions. Unless the Plan is a Non-Electing Church Plan or a Governmental Plan, an Employee's eligibility to receive any Matching Contributions or Nonelective Contributions may not be conditioned upon the completion of more than one (1) Year/Period of Eligibility Service and/or the attainment of an age greater than 21; except, however, that (I) an Employee's eligibility to receive Matching Contributions or Nonelective Contributions may be conditioned upon the completion of up to two (2) Years/Periods of Eligibility Service so long as such Matching Contributions and Nonelective Contributions are immediately nonforfeitable when made, and (II) if the Plan is maintained exclusively for Employees of an educational institution (as defined in Code § 170(b)(1)(A)(ii)) by an Employer that is exempt from tax under Code § 501(a), an Employee's eligibility to receive Matching Contributions or Nonelective Contributions may be conditioned upon the attainment of age 26 so long as such Matching Contributions and Nonelective Contributions become nonforfeitable following the completion of no more than one (1) Year/Period of Eligibility Service. In no event will an Employee be required to complete more than two (2) Years/Periods of Eligibility Service unless the Plan is a Non-Electing Church Plan or a Governmental Plan. No contributions or benefits hereunder (other than Matching Contributions of any type) may be conditioned upon an Employee's Elective Deferrals or After-Tax Contributions. Requirements for participation under the Plan shall not exclude from participation (on the basis of age) any Employee who has attained a specified age.

2.5 ***Impact of Breaks in Service on Eligibility***

All Years/Periods of Eligibility Service with the Employer are counted toward eligibility subject to the following:

(a) Breaks in Service Before Entry Date. If an Employee has a one (1)-year Break in Service before satisfying the Plan's requirement for eligibility as set forth in the Adoption Agreement, Service before such break will be taken into consideration upon the Participant's reemployment with the Employer.

(b) Breaks in Service After Entry Date

(i) *Prior Service Not Forfeited.* Unless the Employer elects in the Adoption Agreement to apply paragraph (ii) below, a Participant's Years/Periods of Eligibility Service before a period of consecutive one (1)-year Breaks in Service will be taken into consideration in computing eligibility Service and such Participant shall continue to participate in the Plan or, if terminated, shall participate immediately upon reemployment (or, if applicable, as soon as administratively feasible thereafter) provided that he or she is then an Eligible Employee.

(ii) *Rule of Parity*. If the Employer elects in the Adoption Agreement to apply this paragraph (ii), in the case of a Participant who does not have a Vested Interest in any portion of his or her Account attributable to Employer Contributions (including Elective Deferrals), Years/Periods of Eligibility Service before a period of consecutive one (1)-year Breaks in Service will be disregarded in computing eligibility Service if the number of consecutive one (1)-year Breaks in Service in such period equals or exceeds the greater of five (5) or the aggregate number of Years/Periods of Eligibility Service. Such aggregate number of Years/Periods of Eligibility Service will not include any Years/Periods of Eligibility Service disregarded under the preceding sentence by reason of prior Breaks in Service.

If a Participant's Years/Periods of Eligibility Service are disregarded pursuant to the preceding paragraph, such Participant will be treated as a new Employee for eligibility purposes. If a Participant's Years/Periods of Eligibility Service may not be disregarded pursuant to the preceding paragraph, such Participant shall continue to participate in the Plan, or, if terminated, shall participate immediately upon reemployment provided that he or she is then an Eligible Employee.

Notwithstanding the foregoing, the Employer may elect an eligibility Break in Service provision in the Adoption Agreement that is more favorable to Employees than the rule of parity set forth above.

2.6 ***Date for Reinstatement of Years/Periods of Eligibility Service***

If an Employee's Years/Periods of Eligibility Service before a Break in Service are required to be taken into consideration, such Service will be taken into consideration as of the Employee's reemployment commencement date. In the case of any Participant who has a one (1)-year Break in Service, Years/Periods of Eligibility Service before such break will not be taken into account until the Employee has completed a Year/Period of Service after returning to employment (provided, however, that Employee has completed one (1) Year/Period of Eligibility Service after returning to employment, with the completion of such Year/Period of Eligibility Service being determined in accordance with the Plan's eligibility computation period (Plan Year or Anniversary Year, as elected in the Adoption Agreement, based on the reemployment commencement date)).

The "reemployment commencement date" is the first day on which the Employee is credited with an Hour of Service for the performance of duties.

2.7 ***Change in Eligible Status***

(a) In the event a Participant is no longer a member of an eligible class of Employees and becomes ineligible to participate but has not incurred a Break in Service, such Employee will participate immediately upon returning to an eligible class of Employees. If such Participant incurs a Break in Service, eligibility will be determined under the Break in Service rules of the Plan.

(b) In the event an Employee who is not a member of an eligible class of Employees becomes a member of an eligible class, such Employee will participate immediately if such Employee has satisfied the minimum age and Service requirements and would have otherwise previously become a Participant had said Employee not been in an excluded class of Employees.

2.8 ***Erroneously Participating Ineligible Employee***

In the event that an Employee who is not an Eligible Employee is mistakenly permitted to become a Participant in the Plan, the Employer and the Plan Administrator shall take such measures permitted or directed by the IRS within the requirements of the Employee Plans Compliance Resolution System (EPCRS) program (as described in Revenue Procedure 2013-12, or any subsequent Revenue Procedure) to correct the error.

2.9 ***Erroneous Exclusion of Eligible Employee***

In the event that an Employee who is an Eligible Employee is mistakenly excluded from participation in the Plan, the Plan Administrator shall take such measures permitted or directed by the IRS within the requirements of the Employee Plans Compliance Resolution System (EPCRS) program (as described in Revenue Procedure 2013-12, or any subsequent Revenue Procedure) to correct the error.

2.10 ***Waiver of Participation***

Except as provided in Section 3.3 Required After-Tax Contributions and Section 3.4 Mandatory Pre-Tax Contributions (Article III), the Employer may not grant a waiver of participation with respect to the Plan to an Employee who is an Eligible Employee even if such Employee affirmatively and irrevocably elects, in a writing delivered to the Employer, not to participate in the Plan. Notwithstanding the foregoing, any waiver of participation granted by the Employer to an Employee prior to the Effective Date shall be grandfathered, valid and in full force and effect hereunder; provided, however, such Employee shall continue to be credited with any completed Years/Periods of Eligibility Service and Years/Periods of Vesting Service.

2.11 ***Employee Reemployment Rights Under USERRA***

Notwithstanding any provision of the Plan to the contrary, contributions, benefits, service credit with respect to Qualified Military Service and suspension of loan repayments under the Plan shall be in accordance with Code § 414(u), relating to veterans' reemployment rights under USERRA. Nothing herein or in USERRA shall be construed as requiring (a) any crediting of earnings to an Employee with respect to any contribution before such contribution is actually made, or (b) any allocation of any Forfeiture with respect to the period of Qualified Military Service.

2.12 ***Nondiscrimination Requirements***

(a) Except as permitted under the Code or any other applicable law, rule or regulations, all optional forms of benefit, ancillary benefits and other rights and features provided under the Plan must be made available to all Eligible Participants (as such term is defined in Article IV (Employer Contributions)) on a nondiscriminatory basis.

(b) Nonelective Contributions, Matching Contributions and After-Tax Contributions must satisfy on a continuing basis the nondiscrimination requirements under Code § 401(a)(4) (relating to nondiscrimination in contributions and benefits) taking Code § 401(a)(5) into consideration, Code § 401(a)(17) (limiting the amount of Compensation that can be taken into consideration), Code § 401(m) (relating to Matching and After-Tax Contributions), and Code § 410(b) (relating to minimum coverage) in the same manner as a qualified plan under Code § 401(a). The requirements of this Subsection (b) shall not apply if the Employer with respect to the Plan is a Church (including a QCCO) or, except for the Compensation limit of Code § 401(a)(17), the Plan is a Governmental Plan. Except as may otherwise be specifically permitted under the provisions of Treas. Reg. § 1.403(b)-5, compliance with the foregoing provisions is tested using Compensation as defined in Code § 414(s) (and without regard to Code § 415(c)(3)(E)).

2.13 ***Multiple Employer Plan***

(a) If elected by the Sponsoring Employer in the Adoption Agreement, the Plan may also be adopted by other Employers that are Non-Controlled Group Employers with respect to the Sponsoring Employer. Such Employers shall adopt the Plan by executing a separate Participation Agreement ("Unrelated Participation Agreement") pursuant to which such Employers shall become Unrelated Participating Employers hereunder. In this case, the Sponsoring Employer and each Unrelated Participating Employer acknowledge that the Plan is a multiple employer plan and the rules of Code § 413(c) and the Treasury Regulations thereunder (which are herein incorporated by reference) shall apply as if the Plan is subject to such rules, specific annual reporting requirements, and different procedures for obtaining determination letters from the IRS regarding the tax-deferred annuity status of the Plan.

(b) For purposes of Plan participation and vesting, the Sponsoring Employer and all Participating Employers (including, without limitation, the Unrelated Participating Employers) shall be considered a single Employer. An Employee's Service includes all Service with the Sponsoring Employer or any Participating Employer (or with any Employer aggregated with the Sponsoring or Participating Employer under Code § 414(b), (c), (m), or (o)). An Employee who discontinues Service with a Participating Employer but then resumes Service with another Participating Employer shall not be considered to have incurred a Severance from Employment.

(c) Except to the extent that the Unrelated Participation Agreement allows, and the Unrelated Participating Employer makes, separate elections with respect to its Employees, the Unrelated Participating Employer shall be bound by the terms of the Plan and the Funding Arrangement(s), including amendments thereto and any elections made by the Sponsoring Employer.

(d) The limitations under the Plan relating to the requirements of Code §§ 415, 402(g), and 414(v) shall be applied to the Plan as a whole, taking into consideration the special controlled group rules of Code § 415(h). The requirements of Code §§ 410(b), 401(a)(4), 401(m)(2)(A), and 414(q) shall be applied separately to each Unrelated Participating Employer together with its Controlled Group Employers, if any. The limitations of Code 401(a)(17) will be applied in accordance with Treas. Reg. 1.401(a)(17)-1(a)(4) separately with respect to the Compensation of a Participant from each Participating Employer, instead of applying to the Participant's total Compensation from all Participating Employers.

(e) The universal availability requirement of this Article (if applicable to the Plan) shall apply separately to each Unrelated Participating Employer. If the Plan covers Employees of more than one State or Local Governmental Entity, such requirement shall apply separately to each entity that is not part of a common payroll. For purposes of this Subsection, an Employer that historically has treated one or more of its various geographically distinct units as separate for Employee benefit purposes may treat each unit as a separate organization if the unit is operated independently on a day-to-day basis. (Units are not geographically distinct if such units are located within the same Standard Metropolitan Statistical Area (SMSA).)

(f) For purposes of minimum coverage, notwithstanding any provision of the Plan to the contrary and pursuant to Code § 413(c)(1), Code § 410(b) shall be applied separately to each Participating Employer.

ARTICLE III
EMPLOYEE CONTRIBUTIONS

3.1 ***In General***

Only the Employee Contribution types elected in the Adoption Agreement shall be accepted under the Plan. Where applicable, such Employee Contribution types shall be subject to, and may be reduced or stopped to comply with, the limitations on amount and nondiscrimination provisions specified in the Plan as being applicable to such Employee Contribution types. Where applicable, such Employee Contribution types shall be subject to the withdrawal and distribution restrictions provided in the Plan as being applicable to such Employee Contribution types. A Participant who is eligible to make a type of Employee Contribution shall comply with any uniform and nondiscriminatory administrative rules or procedures established by the Plan Administrator with respect to such type of Employee Contribution. The Plan Administrator may decline to accept any Employee Contribution that does not comply with the uniform and nondiscriminatory administrative rules or procedures applicable to such Employee Contribution or if the rejection of such Employee Contributions is required, in the sole determination of the Plan Administrator, to maintain the qualified status of the Plan. The Employer is responsible for transmitting the Employee Contributions to the Plan. Employee Contributions shall be deposited in the Plan's Funding Arrangement(s) as soon as administratively feasible after being withheld from the Participant's Compensation at the earliest date on which the contributions can reasonably be segregated from the Employer's general assets, but no later than the time prescribed by the Code, ERISA or by applicable Treasury or DOL Regulations, or if the Plan is a Non-Electing Church Plan or Governmental Plan, no later than the time prescribed by any applicable state law, which may require earlier transmission of contributions. With regard to a Plan covered by Title I of ERISA, amounts that a Participant pays to or has withheld by an Employer as a Contribution to the Plan, become Plan assets as of the earliest date that they can reasonably be segregated from the Employer's general assets but in no event later than the fifteenth (15^{th}) business day of the month following the month in which the amounts were received by the Employer (in the case of amounts paid to the Employers) or in which the amounts would have otherwise been payable to the Participant (in the case of amounts withheld by the Employer from a Participant's wages). Employee Contributions shall be allocated to a Participant's Account for the computation period elected by the Sponsoring Employer in the Adoption Agreement, and the Employer may elect a different contribution computation period for each Employee Contribution type.

An Eligible Employee's election with respect to Employee Contributions will remain in effect until revoked, suspended or superseded by another election. A Participant who has revoked or suspended his election with respect to Employee Contributions may resume Employee Contributions by submitting a new election, which shall take effect as of the date elected in the Adoption Agreement. A Participant who wishes to supersede or modify an existing election with respect to Employee Contributions may do so by submitting a new election, which shall take effect as of the date elected in the Adoption Agreement.

3.2 ***Voluntary After-Tax Contributions***

If elected in the Adoption Agreement, a Participant may make, and the Plan shall accept in a uniform and nondiscriminatory manner, Voluntary After-Tax Contributions for a Plan Year. Such Contributions shall be deducted from the Participant's Compensation in accordance with the compensation deduction election made and delivered by the Participant. In accordance with any uniform and nondiscriminatory rules or procedures established by the Plan Administrator, a Participant may terminate, change or reinstate his or her compensation deduction election with respect to Voluntary After-Tax Contributions. Such termination, change or reinstatement will take effect as of the date elected in the Adoption Agreement.

3.3 ***Required After-Tax Contributions***

If elected in the Adoption Agreement, a Participant must as a condition of his or her participation in the Plan or as a condition of his or her employment, make and the Plan shall accept in a uniform and nondiscriminatory manner, Required After-Tax Contributions for a Plan Year. Such contributions shall be deducted from the Participant's Compensation in accordance with any uniform and nondiscriminatory rules established by the Plan Administrator. In accordance with any uniform and nondiscriminatory rules or procedures established by the Plan Administrator, a Participant may terminate, change or reinstate his or her compensation deduction election with respect to Required After-Tax Contributions. If the Adoption Agreement permits, an Employee may make a one-time irrevocable election at the time of initial eligibility for the Plan to not make Required After-Tax Contributions.

3.4 ***Mandatory Pre-Tax Contributions***

If elected in the Adoption Agreement, a Participant must, as a condition of his or her participation in the Plan or as a condition of his or her employment, make and the Plan shall accept in a uniform and nondiscriminatory manner, Mandatory Pre-Tax Contributions for a Plan Year. Such contributions shall be deducted from the Participant's Compensation in accordance with any uniform and nondiscriminatory rules established by the Plan Administrator. In accordance with any uniform and nondiscriminatory rules or procedures established by the Plan Administrator, a Participant may terminate, change or reinstate his or her compensation deduction election with respect to Mandatory Pre-Tax Contributions. If the Adoption Agreement permits, an Employee may make a one-time irrevocable election at the time of initial eligibility for the Plan to not make Mandatory Pre-Tax Contributions.

3.5 ***Elective Deferrals***

(a) In General. If elected in the Adoption Agreement, an Eligible Employee may make Elective Deferrals under the Plan by submitting an Elective Deferral Agreement to the Plan Administrator (or its designee) at any time, specifying the amount (in whole dollars or whole percentages as elected in the Adoption Agreement) and type (either Roth Elective Deferral, Pre-Tax Elective Deferral or a specific combination of both as elected in the Adoption Agreement) of

Elective Deferrals to be withheld from his or her Compensation. Subject to the Employer's election in the Adoption Agreement and in accordance with any uniform and nondiscriminatory rules or procedures established by the Employer, an Eligible Employee may submit a separate Elective Deferral Agreement with respect to the bonus or incentive compensation component of his or her Compensation, if applicable. Any such Elective Deferral Agreement will be effective for the first pay period following the Plan Administrator's receipt of the Elective Deferral Agreement (or, if later, as soon as administratively feasible thereafter). A Participant's Elective Deferral Agreement shall remain in effect until modified, suspended, terminated or superseded by another Elective Deferral Agreement.

Unless otherwise restricted by the Sponsoring Employer in the Adoption Agreement, an Eligible Employee's rate of Elective Deferrals may be subject to pre-scheduled annual percentage increases as specified by such Eligible Employee in the Elective Deferral Agreement.

Unless an Elective Deferral Agreement is otherwise revised, if an Employee is absent from work by Childrearing Absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

(b) Reclassification Not Permitted. Elective Deferrals made to the Plan as one type, either Roth Elective Deferrals or Pre-Tax Elective Deferrals, may not later be reclassified as the other type (except, if elected in the Adoption Agreement, an In-Plan Roth Conversion Contribution, as such term is defined in Article III (Employee Contributions), is permitted under the Plan). A Participant's Elective Deferrals may not be recharacterized as Voluntary After-Tax Contributions if such contributions are permitted by the Plan. Except as provided in the Plan, Elective Deferrals shall be treated as a type of Employer Contribution for purposes of Code requirements.

3.6 ***Catch-Up Contributions***

(a) Age 50 Catch-Up Elective Deferrals. If elected in the Adoption Agreement and in accordance with any uniform and nondiscriminatory rules established by the Employer, an Eligible Employee who elects to make Elective Deferrals under the Plan may designate all or any portion of his Elective Deferrals (either Roth Elective Deferrals, Pre-Tax Elective Deferrals or a specific combination of both as permitted in the Adoption Agreement) as Age 50 Catch-Up Elective Deferrals (as such term is defined in Article VI (Contribution Limitations and Testing)) at the time of such election provided that the Participant is age 50 or older by the end of the taxable year during which such Age 50 Catch-Up Elective Deferrals are made. In addition to, or in lieu of, such designation, a Participant may make a separate election to make additional Elective Deferrals (either Roth Elective Deferrals, Pre-Tax Elective Deferrals or a specific combination of both as permitted in the Adoption Agreement) as Age 50 Catch-Up Elective Deferrals if permitted or required in the Adoption Agreement.

As may be more specifically provided under the Plan, Age 50 Catch-Up Elective Deferrals are not subject to the limits on Annual Additions. Provisions in the Plan relating to Age 50 Catch-Up Elective Deferrals apply to Elective Deferrals made after 2001.

(b) Special Section 403(b) Catch-Up Elective Deferrals. If elected in the Adoption Agreement by an Employer that is a Qualified Organization (as such term is defined in Article VI (Contribution Limitations and Testing)) and in accordance with any uniform and nondiscriminatory rules established by the Employer, an Eligible Employee who elects to make Elective Deferrals under the Plan may make additional Elective Deferrals (either Roth Elective Deferrals, Pre-Tax Elective Deferrals or a specific combination of both as permitted in the Adoption Agreement) as Special Section 403(b) Catch-Up Elective Deferrals (as such term is defined in Article VI (Contribution Limitations and Testing)) at the time of such election provided that the Participant is a Qualified Employee (as such term is defined in Article VI (Contribution Limitations and Testing)).

(c) Coordination of Catch-Up Contributions.

(i) Age 50 Catch-Up Elective Deferrals may apply for any taxable year in which a Participant also qualifies for the Special Section 403(b) Catch-Up Elective Deferrals.

(ii) Any Catch-Up Contributions made by an Employee who is eligible to make both the Age 50 Catch-Up Elective Deferrals and the Special Section 403(b) Catch-Up Elective Deferrals shall be treated first as an amount contributed as Special Section 403(b) Catch-Up Elective Deferrals to the extent Special Section 403(b) Catch-Up Elective Deferrals are permitted, and then as an amount contributed as Age 50 Catch-Up Elective Deferrals (to the extent the Catch-Up Contributions exceed the maximum Special Section 403(b) Catch-Up Elective Deferrals).

3.7 ***Pre-Tax Elective Deferrals***

If the Plan includes a Qualified Roth Contribution Program, an Eligible Employee who elects to make Elective Deferrals under the Plan may designate all or any portion of his or her Elective Deferrals as Pre-Tax Elective Deferrals at the time of such election. If the Plan does not include a Qualified Roth Contribution Program, all of an Eligible Employee's Elective Deferrals under the Plan shall be deemed to be Pre-Tax Elective Deferrals.

3.8 ***Roth Elective Deferrals***

If the Plan includes a Qualified Roth Contribution Program, an Eligible Employee who elects to make Elective Deferrals under the Plan may irrevocably designate all or any portion of his or her Elective Deferrals as Roth Elective Deferrals at the time of such election. If the Plan does not include a Qualified Roth Contribution Program, none of a Participant's Elective Deferrals under the Plan shall be deemed to be Roth Elective Deferrals. Roth Elective Deferrals may not be recharacterized as Voluntary After-Tax Contributions.

A Participant's Roth Elective Deferrals will be deposited in the Participant's Roth Elective Deferral Account in the Plan. No contributions other than Roth Elective Deferrals, In-Plan Roth Conversion Contributions, as such term is defined in Article III (Employee Contributions), and properly attributable earnings will be credited to each Participant's Roth Elective Deferral Account, and gains, losses and other credits or charges will be allocated on a reasonable and consistent basis to such Account. The Plan will maintain a record of the amount of Roth Elective Deferrals in each Participant's Roth Elective Deferral Account.

3.9 ***Automatic Elective Deferrals Under an ACA***

(a) Rules of Application. If the Employer elects the Automatic Contribution Arrangement (ACA) (defined below) option in the Adoption Agreement, the provisions of this Section shall apply and, to the extent that any other provision of the Plan is inconsistent with the provisions of this Section, the provisions of this Section shall govern.

(b) Automatic Enrollment. Automatic Elective Deferrals (as such term is defined below, in the form of Pre-Tax Elective Deferrals) will be made on behalf of Covered Employees (defined below) who do not have an Elective Deferral Agreement in effect regarding Elective Deferrals. The amount of Automatic Elective Deferrals made for a Covered Employee each pay period is equal to the Automatic Percentage (defined below) specified in the Adoption Agreement multiplied by the Covered Employee's Compensation for that pay period. If the Employer elects in the Adoption Agreement, a Covered Employee's Automatic Percentage will increase by a designated percentage point or points each Plan Year up to the maximum specified in the Adoption Agreement, beginning on a date after the Automatic Percentage first applies to the Covered Employee. The increase will be effective beginning with the first pay period that begins in such Plan Year or, if elected by the Employer in the Adoption Agreement, the first pay period in such Plan Year that begins on or after the date specified in the Adoption Agreement or as of a specific increase date elected by the Employer.

(c) Opt-Out Opportunity. If Automatic Elective Deferrals are elected in the Adoption Agreement, a Covered Employee will have a reasonable opportunity after receipt of the notice described below in this Section (the "Automatic Enrollment Notice") to make an Elective Deferral Agreement regarding Elective Deferrals (either to have no Elective Deferrals made or to have a different amount of Elective Deferrals made in accordance with the provisions of this Article) before Automatic Elective Deferrals are made on the Covered Employee's behalf. Automatic Elective Deferrals being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an affirmative election by submitting an Elective Deferral Agreement. Such Employee who submits an Elective Deferral Agreement or otherwise makes an affirmative investment election shall no longer be treated as a Covered Employee unless or until otherwise required under the Adoption Agreement.

(d) Definitions.

(i) "Automatic Contribution Arrangement" (or "ACA") means an arrangement that meets the requirements of this Section and under which, in the absence of an affirmative election by a Covered Employee, a certain percentage of Compensation will be withheld from the Covered Employee's pay and contributed to the Plan as an Elective Deferral.

(ii) A "Covered Employee" is an Eligible Employee identified in the Adoption Agreement as being covered under the Automatic Contribution Arrangement. In the case of an ACA that is an EACA (as such term is defined in this Article), the six-month extension for corrective distribution of Excess Contributions and Excess Aggregate Contributions, as such terms are defined in Article VII (Corrective Distributions), shall not be available unless all Eligible Employees who have not made an affirmative election to make or not make Elective Deferrals are Covered Employees. In the case of an ACA that is a QACA (as such term is defined in this Article), all Eligible Employees who have not made an affirmative election to make or not make Elective Deferrals must be Covered Employees.

(iii) "Automatic Elective Deferrals" are Pre-Tax Elective Deferrals contributed to the Plan under the Automatic Contribution Arrangement on behalf of Covered Employees who do not have an affirmative election in effect regarding Elective Deferrals.

(iv) The "Automatic Percentage" is the percentage of a Covered Employee's Compensation contributed to the Plan as a default Elective Deferral for a Plan Year. If not specified in the Adoption Agreement, the Automatic Percentage is three percent (3%). The Automatic Percentage may be subject to pre-scheduled annual percentage increases as specified by the Sponsoring Employer in the Adoption Agreement. A Covered Employee may affirmatively elect not to have such pre-scheduled increases of the Automatic Percentage and to elect a different schedule. The Automatic Percentage must be a uniform and nondiscriminatory percentage of Compensation for all Covered Employees. In the case of an ACA that is a QACA, the Automatic Percentage must be a Qualified Automatic Percentage, as such term is defined in Section 3.11 (Automatic Elective Deferrals under a QACA).

(e) Automatic Enrollment Notice Requirement.

(i) Within a reasonable period before the beginning of the Plan Year, the Employer will provide each Covered Employee a comprehensive notice (the "Automatic Enrollment Notice") of the Covered Employee's rights and obligations under the Automatic Contribution Arrangement, written in a manner calculated to be understood by the average Covered Employee. The Automatic Enrollment Notice is deemed to have been provided within a reasonable period if it is provided at least thirty (30) days, but not more than ninety (90) days, before the beginning of the Plan Year. If an Eligible

Employee becomes a Covered Employee after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice is deemed to have been provided within a reasonable period if it is provided no more than ninety (90) days before the Eligible Employee becomes a Covered Employee but not later than the date the Employee becomes a Covered Employee. In the case of a Plan with an immediate Entry Date, the Automatic Enrollment Notice is deemed to have been provided within a reasonable period if it is provided before the pay date for the payroll period that includes the date on which the Eligible Employee becomes a Covered Employee.

(ii) The Automatic Enrollment Notice will accurately describe:

(A) The amount of Automatic Elective Deferrals that will be made on the Covered Employee's behalf in the absence of an affirmative election;

(B) The Covered Employee's right to elect to have no Elective Deferrals made on his or her behalf or to have a different amount of Elective Deferrals made;

(C) How Automatic Elective Deferrals will be invested in the absence of the Covered Employee's investment election; and

(D) Solely in the case of an ACA that is an EACA and/or a QACA (as such terms are defined in this Article) provided the refund feature described in the immediately succeeding Section is elected in the Adoption Agreement, the Covered Employee's right to make a withdrawal of Automatic Elective Deferrals and the procedures for making such a withdrawal.

A Covered Employee shall have a reasonable period of time after receipt of the Automatic Enrollment Notice, and before the first default Elective Deferral is made, to make either the Elective Deferral election or the related investment election or both. Such election period is deemed to be reasonable if the Covered Employee is provided 30 days for making the elections.

(d) Preemption of Conflicting State Regulations. ERISA § 514 shall supersede any law of any State (as such term is defined in ERISA) that would directly or indirectly prohibit or restrict the inclusion in the Plan of the ACA.

3.10 ***Automatic Elective Deferrals Under an EACA***

(a) Rules of Application. If the Employer has elected the Eligible Automatic Contribution Arrangement (EACA) (defined below) option in the Adoption Agreement, the provisions of this Section and the immediately preceding Section (other than paragraph (a) thereof), which sets forth the requirements for Automatic Elective Deferrals pursuant to an ACA, shall apply and, to the extent that any other provision of the Plan is inconsistent with the provisions of this Section and the immediately preceding Section, the provisions of this Section and the immediately preceding Section shall govern. The term "Eligible Automatic Contribution Arrangement" or "EACA" must be effective as of the first day of a Plan Year and remain in effect for a full 12-month Plan Year, and means an ACA or QACA that is described in Code § 414(w)(3) and that meets the requirements set forth in this Section as well as the requirements set forth in the immediately preceding Section (governing Automatic Elective Deferrals made pursuant to an ACA).

(b) Uniformity Requirement.

(i) Except as provided in subsection (ii) below or if the Employer has elected an increasing Automatic Percentage in the Adoption Agreement, the same percentage of Compensation will be withheld as Automatic Elective Deferrals from all Covered Employees subject to the Automatic Percentage.

(ii) Automatic Elective Deferrals will be reduced or stopped to meet the limitations under Code §§ 402(g) and 415 and to satisfy any suspension period required after a distribution or Hardship Withdrawal.

(c) Refund Option for Automatic Elective Deferrals Under the EACA. If the Employer elects the 90-day option of a Permissible Withdrawal (as such term is defined below) under the Adoption Agreement, then the following provisions shall apply to the EACA:

(i) No later than ninety (90) days after Automatic Elective Deferrals are first withheld from a Covered Employee's pay as provided in the immediately preceding Section (governing Automatic Elective Deferrals made pursuant to an ACA), the Covered Employee may request a distribution of his or her Automatic Elective Deferrals. No Spousal Consent is required for a withdrawal under this Section.

(ii) The amount to be distributed from the Plan upon the Covered Employee's request is equal to the amount of Automatic Elective Deferrals made through the earlier of (A) the pay date for the second payroll period that begins after the Covered Employee's withdrawal request and (B) the first pay date that occurs after 30 days after the Covered Employee's request, plus attributable earnings through the date of distribution. Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution from the Plan.

(iii) Unless the Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Automatic Elective Deferrals made on the Covered Employee's behalf as of the date specified in this Section above.

(iv) Automatic Elective Deferrals distributed pursuant to this Section are not counted towards the dollar limitation on Elective Deferrals contained in Code § 402(g), nor the dollar limitation on Annual Additions contained in Code § 415. Matching Contributions (defined in Article VI (Contribution Limitations and Testing)) that might otherwise be allocated to a Covered Employee's Account with respect to Automatic Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Elective Deferrals pursuant to this Section and any Matching Contributions (adjusted for gains and losses) already made due to Automatic Elective Deferrals that are later withdrawn pursuant to this Section will be forfeited. Such Matching Contributions are not counted towards the dollar limitation on Annual Additions contained in Code § 415 nor the ACP Test.

(v) Automatic Elective Deferrals distributed pursuant to this Subsection shall be includible in the Participant's gross income for the year in which distributed from, rather than the year in which contributed to, the Plan. Such distribution shall not be treated as a premature distribution for purposes of the Code § 72(t) excise tax and shall not be treated as an Eligible Rollover Distribution.

(d) Special Rule for Distribution of Excess Contributions and Excess Aggregate Contributions. If the Employer has elected in the Adoption Agreement that all Eligible Employees who have not made an affirmative election to make or not make Elective Deferrals are Covered Employees, then the Plan has until six (6) months (rather than 2½ months) after the end of the Plan Year to distribute Excess Aggregate Contributions (as such term is defined in Article VI (Contribution Limitations and Testing) and avoid the Code § 4979 10% excise tax. Amounts distributed hereunder shall be treated as received in the year of distribution. In addition, any allocable earnings shall be credited only through the end of the Plan Year for which the contributions were made.

(e) Definition of Permissible Withdrawal. For purposes of this Section, a "Permissible Withdrawal" is a permissible withdrawal as such term is defined in Code § 414(w)(2). A Permissible Withdrawal shall not be treated as a distribution under Article VII (Corrective Distributions), Article XI (In-Service Withdrawals; Loans) or Article XII (Benefit Distributions, Commencement and Forms).

3.11 ***Automatic Elective Deferrals Under a QACA***

(a) Rules of Application. If the Employer has elected the QACA Safe Harbor option in the Adoption Agreement, the provisions of this Section and this Article's Section (other than paragraph (a) thereof) that sets forth the requirements for Automatic Elective Deferrals pursuant to an ACA shall apply and, to the extent that any other provision of the Plan is inconsistent with the provisions of this Section and of the above-referenced Section, the provisions of this Section and of the above-referenced Section shall govern. The term "Qualified Automatic Contribution Arrangement" or "QACA" must be effective as of the first day of a Plan Year and remain in effect for a full 12-month Plan Year, and means an ACA (as such term is defined in the above-referenced Section of this Article) that meets the requirements set forth in this Section, the requirements set forth in the above-referenced Section (governing Automatic Elective Deferrals pursuant to an ACA) and, if the EACA option is elected in the Adoption Agreement, the requirements set forth in the immediately preceding Section (governing Automatic Elective Deferrals made pursuant to an EACA). A QACA must be an EACA in order for the Sponsoring Employer to elect the 90-day option of a Permissible Withdrawal for such QACA.

(b) Qualified Automatic Percentage. If this Section applies, the Automatic Percentage described in Section 3.9 must be a Qualified Automatic Percentage. A "Qualified Automatic Percentage" is any of the following as elected by the Sponsoring Employer in the Adoption Agreement:

(i) *Minimum Percentage.* An Automatic Percentage that meets the following pre-scheduled annual percentage increases:

(A) Three percent (3%) during the period ending on the last day of the first Plan Year which begins after the date on which the first Automatic Elective Deferral is made with respect to the Participant;

(B) Four percent (4%) during the first Plan Year following the Plan Year described in clause (A) above;

(C) Five percent (5%) during the second Plan Year following the Plan Year described in clause (B) above; and

(D) Six percent (6%) during any subsequent Plan Year following the Plan Year described in clause (C) above.

(ii) *Other Qualified Automatic Percentage*. An Automatic Percentage that is subject to pre-scheduled annual percentage increases as specified by the Sponsoring Employer in the Adoption Agreement provided such Automatic Percentage is applied uniformly, does not exceed ten percent (10%) (unless otherwise affirmatively elected by the Covered Employee) for any Plan Year and, at a minimum, is not less than the percentages set forth in (i) above (unless otherwise affirmatively elected by the Covered Employee).

(c) QACA Safe Harbor Contribution Provisions Apply. If the Employer has elected the QACA Safe Harbor option in the Adoption Agreement, the provisions of the immediately succeeding Article (Employer Contributions) governing the requirements for Safe Harbor Contributions made pursuant to a QACA shall apply.

3.12 ***Rollover Contributions and Direct Rollovers to the Plan***

If elected in the Adoption Agreement, and to the extent permitted under the terms of the applicable Funding Arrangement, and provided the Plan Administrator reasonably believes the rollover is a valid Rollover Contribution, the Plan will accept an Eligible Employee's or Participant's Rollover Contributions and/or Direct Rollovers of distributions from the types of plans or IRAs specified in the Adoption Agreement. An Employee is required to be an Eligible Employee in order to make a Rollover Contribution or Direct Rollover to the Plan. The Plan will separately recordkeep the portion of any Rollover Contribution of a distribution from a qualified plan which is includible in gross income and the portion of such distribution, such as After-Tax Contributions if permitted in the Adoption Agreement, and to the extent permitted under the terms of the applicable Funding Arrangement, which is not so includible. The Plan Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code § 402 and to confirm that such plan is an Eligible Retirement Plan. A Rollover Contribution that includes After-Tax Contributions, if permitted in the Adoption Agreement, will only be accepted if the Plan Administrator obtains information regarding the Participant's tax basis under Code § 72 in the amount rolled over. Provisions applicable to the Plan's acceptance of Roth Rollover Contributions and In-Plan Roth Conversion Contributions (such capitalized terms being defined below) are set forth in other Sections of this Article.

3.13 ***Roth Rollover Contributions to the Plan***

If elected in the Adoption Agreement, and to the extent permitted under the terms of the applicable Funding Arrangement, and provided the Plan has a Qualified Roth Contribution Program and the Plan Administrator reasonably believes the rollover is a valid rollover contribution, the Plan will accept an Eligible Employee's or Participant's Direct Rollover from a Roth Elective Deferral Account described in Code § 402A ("Roth Rollover Contributions"). The Plan will separately recordkeep any Roth Rollover Contribution in a designated Roth Account. The transferring plan shall report to the Plan Administrator the amount of the investment in the contract (contributions as well as associated earnings) and the first year of the five (5)-year period to the plan established thereunder. For purposes of this paragraph, the five (5) taxable year period of plan participation is the period of five (5) consecutive taxable years that begins with the first day of the first taxable year in which the Participant makes a designated Roth Elective Deferral to any designated Roth Account established for the Participant under the Plan and ends when five (5) consecutive taxable years have been completed. For this purpose, the first taxable year in which a Participant makes a designated Roth Elective Deferral is the year in which the amount is first includible in the Participant's gross income. An Employee is required to be an Eligible Employee in order to make a Rollover Contribution or Direct Rollover to the Plan.

3.14 ***In-Plan Roth Conversion Contributions***

(a) If elected in the Adoption Agreement, the Plan will, as soon as administratively feasible following a Roth conversion election, accept an In-Plan Roth Conversion Contribution (as defined below) for deposit into a designated Roth Account under the Plan.

(b) "In-Plan Roth Conversion Contribution" means all or any portion of an Eligible Rollover Distribution to a Participant, Beneficiary who is the Participant's surviving Spouse or Alternate Payee who is the Participant's Spouse or former Spouse (each a "Participant" for purposes of this Section) from the Plan (other than from such Participant's Roth Elective Deferral Account or other designated Roth Account under the Plan) that:

(i) Pursuant to a written election by such Participant, is contributed in a qualified rollover contribution (within the meaning of Code § 408A(e)) to a designated Roth Account maintained under the Plan for the benefit of such Participant;

(ii) Is permitted to be distributed under the Code at the time of such contribution even if the amount of the contribution is not otherwise distributable under the terms of the Plan; and

(iii) Is treated (except to the extent of any After-Tax Contributions) by the Employer as includible in the Participant's income at the time the Participant would have received the amount in cash had the Participant not made the Roth conversion election.

(c) Notwithstanding any otherwise conflicting provision herein, a Participant's In-Plan Roth Conversion Contributions shall be accounted for separately under the Plan and the Plan will maintain such records as are necessary for the proper reporting of In-Plan Roth Conversion Contributions. For purposes of this Section, the term "Participant" shall also include, if applicable, a Participant's surviving Spouse. This Section shall not become operative unless the Plan currently has a Qualified Roth Contribution Program. Except as set forth in this Section and the elections made under the Adoption Agreement, any separate Account established or maintained under the Plan to hold a Participant's In-Plan Roth Conversion Contributions shall be treated in the same manner as a Roth Rollover Contributions Account under the terms of the Plan unless the context clearly provides otherwise or unless otherwise provided by the Code and any regulatory pronouncement or guidance thereunder.

3.15 ***Transfers to the Plan***

(a) Unless otherwise elected in a schedule to the Adoption Agreement, the Plan Administrator may accept a transfer to the Plan (other than through a Direct Rollover) all or any of the assets held for the benefit of such Employee or Participant (or, if applicable, a Beneficiary) with respect to any other plan maintained by the Employer or other employer that satisfies the applicable requirements of Code *§* 403(b) and that is compatible with the Plan, without regard to whether the Employee's or Participant's benefit is immediately distributable, provided the following requirements are met:

(i) The transferor plan provides for direct transfers of assets;

(ii) In the case of a transfer for a Participant, the Participant is an Employee or former Employee of the Employer;

(iii) The Participant or Beneficiary whose assets are being transferred has an Accumulated Benefit immediately after the transfer at least equal to the Accumulated Benefit with respect to that Participant or Beneficiary immediately before the transfer;

(iv) To the extent that any amount transferred is subject to any statutory distribution restrictions, such as those specified in Treas. Reg. 1.403(b)-6, the transferred amounts are subject to statutory restrictions on distributions under the Plan that are not less stringent than those imposed under the transferor plan; and

If a transfer to the Plan does not constitute a complete transfer of the Participant's or Employee's interest in the transferor plan, the Plan treats the amount transferred as a continuation of a pro rata portion of the Participant's or Employee's interest in the transferor plan (for example, a pro rate portion of the Participant's or Employee's interest in any After-Tax Contributions).

(b) Any amounts transferred under Subsection (a) shall be transferred pursuant to Code § 414(l)(1) and, if applicable to the Plan, consistent with ERISA § 204(g) and Treas. Reg. § 411(d)-4, Q&A-3.

(c) To the extent permitted by applicable law and subject to rules and procedures established by the Plan Administrator, an Employer may request a transfer of all Accounts maintained under its Plan to another section 403(b) plan that it has established.

(d) The Plan Administrator may require such documentation from the other plan as it deems necessary to effectuate a transfer in accordance with the requirements of this Section and Treas. Reg. § 1.403(b)-10(b)(3), and to confirm that any other plan involved in the transfer satisfies Code § 403(b).

3.16 ***Contract/Custodial Account Exchanges***

(a) A Participant (or, if applicable, a Beneficiary) is permitted to change the investment of his or her Accumulated Benefit among the Vendors of Funding Arrangements approved for use under the Plan. However, subject to the administrative policy of the Employer, an investment change that includes an investment with a Vendor that is not eligible to receive new contributions (referred to below as an "exchange" of Annuity Contracts or Custodial Accounts), without regard to whether the Participant's benefit is immediately distributable, is not permitted unless the following requirements are met:

(i) The Participant or Beneficiary must have an Accumulated Benefit immediately after the exchange that is at least equal to the Accumulated Benefit of that Participant or Beneficiary immediately before the exchange (taking into consideration the Accumulated Benefit of that Participant or Beneficiary under both the Annuity Contracts or Custodial Accounts immediately before the exchange).

(ii) The exchanged amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed on the Annuity Contract or Custodial Account being exchanged.

(iii) The Employer enters into an agreement with the receiving Vendor for the other Annuity Contract or Custodial Account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

(A) Information necessary for the resulting Annuity Contract or Custodial Account, or any other contract or Custodial Accounts to which contributions have been made by the Employer, to satisfy Code § 403(b), including the following:

I. the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Article XIII (Distribution Requirements));

II. the Vendor notifying the Employer of any Hardship Withdrawal if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan; and

III. the Vendor providing information to the Eligible Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or Custodial Accounts or qualified employer plan benefits

(to enable a Vendor to determine the amount of any Plan loans and Rollover Accounts that are available to the Participant under the Plan in order to satisfy the financial need under the Hardship Withdrawal rules); and

(B) Information necessary in order for the resulting Annuity Contract or Custodial Account and any other contract or Custodial Account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following:

I. the amount of any Plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional Plan loan satisfies the loan limitations, so that any such additional loan is not a deemed distribution under Code § 72(p)(1); and

II. information concerning the Participant's or Beneficiary's After-Tax Contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(b) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Employer will enter into an information sharing agreement as described in Subsection (a) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Subsection (a).

(c) Any amounts transferred under Subsection (a) shall be transferred pursuant to Code § 414(l)(1) and, if applicable to the Plan, consistent with ERISA § 204(g) and Treas. Reg. § 411(d)-4, Q&A-3.

(d) Subject to the provisions of this Section, a Participant's Vested Interest in a Custodial Account may be exchanged for an Annuity Contract, and vice versa; provided, however, that any Vested Interest in a Custodial Account that is exchanged for an Annuity Contract must first be liquidated prior to such exchange. The exchanged amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed on the Annuity Contract or Custodial Account being exchanged.

3.17 ***Return of Contributions***

Mistaken Contributions. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution (or such other reasonable period of time if the Plan is a Non-Electing Church Plan or Governmental Plan), and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Plan Administrator, to the Employer.

3.18 ***Reemployment Rights Under USERRA – Employee Contributions***

(a) An Employee entitled to reemployment rights under USERRA is permitted to make additional Elective Deferrals and/or After-Tax Contributions, as applicable, during the period that begins on the date of the reemployment of such Employee with the Employer and has the same length as the lesser of (i) the product of 3 and the period of Qualified Military Service that resulted in such rights, and (ii) five (5) years.

(b) The additional Elective Deferrals and/or After-Tax Contributions, as applicable, permitted under this Section shall not exceed the maximum amount of the Elective Deferrals and/or After-Tax Contributions, as applicable, that the Employee would have been permitted to make under the Plan in accordance with Plan limits during the period of Qualified Military Service if the Employee had continued to be employed by the Employer during such period and was treated as receiving during such period the Compensation described in Code § 414(u)(7). The Compensation described in Code § 414(u)(7) is equal to:

(i) the Compensation the Employee would have received during such period if the Employee were not in Qualified Military Service, determined based on the rate of pay the Employee would have received from the Employer but for absence during the period of Qualified Military Service, or

(ii) if the Compensation the Employee would have received during such period was not reasonably certain, the Employee's average Compensation from the Employer during the 12-month period immediately preceding the Qualified Military Service (or, if shorter, the period of employment immediately preceding the Qualified Military Service).

Proper adjustment shall be made to the amount determined under the preceding sentence for any Elective Deferrals and/or After-Tax Contributions, as applicable, actually made during the period of such Qualified Military Service.

ARTICLE IV
EMPLOYER CONTRIBUTIONS

4.1 ***In General***

Except as specifically provided in the Basic Plan Document, only the Employer Contribution types elected in the Adoption Agreement shall be accepted under the Plan. Where applicable, such Employer Contribution types shall be subject to, and may be reduced or stopped to comply with, the limitations on amount and nondiscrimination provisions specified in the Plan as being applicable to such Employer Contribution types. Where applicable, such Employer Contribution types shall be subject to the vesting, withdrawal and distribution restrictions specified in the Plan as being applicable to such Employer Contribution types. The Plan Administrator may decline to accept any Employer Contribution if the rejection of such Employer Contributions is required, in the sole determination of the Plan Administrator, to maintain the qualified status of the Plan. The Employer is responsible for transmitting the Employer Contributions to the Plan or Funding Arrangement, as applicable. Employer Contributions shall be allocated to a Participant's Account for the computation period elected by the Sponsoring Employer in the Adoption Agreement; and the Employer may elect a different contribution computation period for each Employer Contribution type.

4.2 ***Eligible Participants and Eligible Employers***

(a) Eligible Participants. A Participant shall be eligible to share in the allocations of Employer Contributions for a Plan Year only if the Participant is an Eligible Employee at any time during such Plan Year and satisfies the conditions (by way of example, the requirements regarding completion of a minimum amount of Service during such Plan Year or employment with the Employer on a specific day during such Plan Year, status as an HCE or NHCE, etc.) set forth in the Adoption Agreement ("Eligible Participant"). The Adoption Agreement may specify different such conditions for each Employer Contribution type.

(b) Eligible Employers. An Employer shall be eligible to make Employer Contributions for a Plan Year only if the Employer is an Eligible Employer. If a Participating Employer ceases to be an Eligible Employer, such Employer may no longer make Employer Contributions to the Plan for any subsequent period and shall not be a Participating Employer thereafter. A Participating Employer that ceases to be an Eligible Employer must provide written notice of such change in status to the Sponsoring Employer, the Plan Administrator, VS Practitioner and the Recordkeeper.

4.3 ***Matching Contributions***

(a) In General. If elected in the Adoption Agreement, the Employer will make Matching Contributions (in the dollar amount or percentage determined by the Employer in its sole discretion unless such amount or percentage is otherwise stated in the Adoption Agreement) for a Plan Year on behalf of the Eligible Participants with respect to their Elective Deferrals (including, without limitation, Pre-Tax Elective Deferrals, Roth Elective Deferrals and, if elected in the Adoption Agreement, Catch-Up Contributions), Section 403(b) Salary Reduction Contributions, Section 457(b) Salary Reduction Contributions, and/or their After-Tax Contributions (whether such contributions are Voluntary After-Tax Contributions and/or Required After-Tax Contributions), as more particularly specified in the Adoption Agreement. Matching Contributions made on behalf of a Participant shall be allocated to such Participant's Matching Contribution Account based on the matching formula, and for the computation period, elected by the Employer in the Adoption Agreement. If elected by the Employer, a tiered matching formula may be used under the Plan so long as, if the Employer is not a Church or a State or Local Governmental Entity, the rate of Matching Contributions cannot increase as the rate of Elective Deferrals or other Employee Contributions increases. An Employer may elect up to two (2) separate matching formulas – "Match #1" and "Match #2" – in the Adoption Agreement for the allocation of Matching Contributions; provided, however, that Matching Contributions made under Match Formula #1 shall be allocated to a subaccount (the "Matching Contribution Account (Match #1)") that is recordkept separately from the subaccount to which Matching Contributions made under Match #2 are allocated (the "Matching Contribution Account (Match #2)"). Matching Contributions will not exceed any Plan maximum limit specified in the Adoption Agreement for Matching Contributions.

(b) True-Up at Plan Year End. If elected by the Employer in the Adoption Agreement, at the end of each Plan Year, the Plan Administrator shall re-determine any Matching Contribution for each Participant based on his or her Compensation for the applicable Determination Period in accordance with the Matching Contribution formula elected by the Employer in the Adoption Agreement. Any Participant for whom any Matching Contribution has not been sufficiently made in accordance with the Matching Contribution formula elected by the Employer shall receive an additional Matching Contribution so that the total annual Elective Deferrals reflected as a percentage of Compensation for the applicable Determination Period are matched in accordance with the Matching Contribution formula selected by the Employer in the Adoption Agreement. This paragraph shall apply with respect to any Matching Contribution type under the Plan, as elected in the Adoption Agreement.

(c) Other Plan. Matching Contributions made pursuant to another section 403(b) or section 401(k) plan of the Employer may be deposited into this Plan as Matching Contributions hereunder.

4.4 ***Nonelective Contributions***

If elected in the Adoption Agreement, the Employer will make a Nonelective Contribution (in the dollar amount or percentage determined by the Employer in its sole discretion unless such amount or percentage is otherwise stated in the Adoption Agreement) for a Plan Year on behalf of each Eligible Participant. Nonelective Contributions made on behalf of a Participant

shall be allocated to such Participant's Nonelective Contribution Account in accordance with the provisions of this Article and as elected by the Employer in the Adoption Agreement. An Employer may elect up to two (2) separate allocation methods – "Nonelective #1" and "Nonelective #2" – in the Adoption Agreement for the allocation of Nonelective Contributions; provided, however, that Nonelective Contributions made under Nonelective #1 shall be allocated to a subaccount (the "Nonelective Contribution Account (Nonelective #1)") that is recordkept separately from the subaccount to which Nonelective Contributions made under Nonelective #2 are allocated (the "Nonelective Contribution Account (Nonelective #2)"). Nonelective Contributions will not exceed any Plan maximum limit specified in the Adoption Agreement for Nonelective Contributions.

4.5 ***Qualified Matching Contributions***

(a) In General. If elected in the Adoption Agreement, the Employer may make Qualified Matching Contributions (in the dollar amount or percentage determined by the Employer in its sole discretion unless such amount or percentage is otherwise stated in the Adoption Agreement) for a Plan Year on behalf of Eligible Participants with respect to their Elective Deferrals (including, without limitation, Pre-Tax Elective Deferrals (whether such contributions are Voluntary or Mandatory), Roth Elective Deferrals and, if elected in the Adoption Agreement, Catch-Up Contributions) and/or After-Tax Contributions (whether such contributions are Voluntary After-Tax Contributions and/or Required After-Tax Contributions), as more particularly specified in the Adoption Agreement.

Qualified Matching Contributions made on behalf of a Participant shall be allocated to such Participant's Qualified Matching Contribution Account.

(b) For Use in ACP Tests. In addition, if the Employer has elected in the Adoption Agreement to use the Current Year Testing method (as such term is defined in Article VI (Contribution Limitations and Testing)), in lieu of distributing Excess Contributions or Excess Aggregate Contributions, as provided under the Plan, the Employer may make Qualified Matching Contributions on behalf of Participants that are sufficient to satisfy the ACP Test under the Plan. Qualified Matching Contributions will be allocated only to Participants who are Non-Highly Compensated Employees, as designated by the Plan Administrator.

4.6 ***Qualified Nonelective Contributions***

(a) In General. If elected in the Adoption Agreement, the Employer may make Qualified Nonelective Contributions (defined below) (in the dollar amount or percentage determined by the Employer in its sole discretion unless such amount or percentage is otherwise stated in the Adoption Agreement) under the Plan on behalf of Participants as provided in the Adoption Agreement. Qualified Nonelective Contributions made on behalf of a Participant shall be allocated to such Participant's Qualified Nonelective Contribution Account.

(b) For Use in ACP Tests. In addition, if the Employer has elected in the Adoption Agreement to use the Current Year Testing method (as such term is defined in Article VI (Contribution Limitations and Testing)), in lieu of distributing Excess Aggregate Contributions, as provided under the Plan, the Employer may make Qualified Nonelective Contributions on behalf of Participants that are sufficient to satisfy the ACP Test under the Plan. Qualified Nonelective Contributions will be allocated to all Participants or, if elected by the Employer in the Adoption Agreement, only to Participants who are Non-Highly Compensated Employees, as designated by the Plan Administrator, in the ratio in which each such Participant's Compensation for the Plan Year bears to the total Compensation of all such Participants for such Plan Year. Such Qualified Nonelective Contributions for the Plan Year beginning after 2005 are not permitted to be made only to the lowest paid Non-Highly Compensated Employees (a practice sometimes referred to as "bottom-up leveling"). Any allocation formula for Qualified Nonelective Contributions must satisfy all applicable requirements specified in Treas. Reg. § 1.401(m)-2(a)(6) if used for the ACP Test.

(c) Definition. "Qualified Nonelective Contributions" shall mean Nonelective Contributions that are nonforfeitable when made to the Plan and that are distributable only in accordance with the Plan's distribution provisions (other than for hardships) applicable to Elective Deferrals.

4.7 ***Non-QACA Safe Harbor Contributions***

(a) Rules of Application. If the Employer has elected the Non-QACA Safe Harbor option in the Adoption Agreement, the provisions of this Section shall apply for the Plan Year and any provisions relating to the ACP Test described in Code § 401(m)(2) shall not apply with respect to Non-QACA Safe Harbor Contributions (defined below in this Section). If this Section applies, to the extent that any other provision of the Plan is inconsistent with the provisions of this Section, the provisions of this Section govern. Notwithstanding any otherwise conflicting provision of the Plan, a Plan that meets the Non-QACA Safe Harbor requirements of this Section must satisfy all other applicable requirements of the Code, including the other requirements of Code § 401(m), the nondiscriminatory availability of benefits, rights, and features under Code § 401(a)(4), and the limitations of Code §§ 401(a)(17), 401(a)(30) and 415. Nothing in this Section shall be construed as requiring a Plan that is a plan sponsored by a Church or a Governmental Plan to satisfy Code § 401(m)(2) or any safe harbor provision thereunder, or (except in the case of a Governmental Plan with respect to Code § 401(a)(17)) to comply with the aforementioned provisions of this Subsection (a).

(b) Definitions.

(i) “Basic Matching Contributions” are Non-QACA Safe Harbor Matching Contributions, if any, made by an Employer on behalf of each Eligible Employee for purposes of the Non-QACA Safe Harbor and which are equal to (i) one hundred percent (100%) of the amount of the Employee's Elective Deferrals (including, without limitation, Pre-Tax Elective Deferrals, Roth Elective Deferrals and, if elected in the Adoption Agreement, Catch-Up Contributions) that do not exceed three percent (3%) of the Employee's Compensation for the Plan Year, plus (ii) fifty percent (50%) of the amount of the Employee's Elective Deferrals that exceed three percent (3%) of the Employee's Compensation but that do not exceed five percent (5%) of the Employee's Compensation.

(ii) "Compensation,” for purposes of this Section and the immediately following Section, is Compensation as selected in the Adoption Agreement, except that no dollar limit, other than the limit imposed by Code § 401(a)(17), applies to the Compensation of a Non-Highly Compensated Employee. Any definition of Compensation selected in the Adoption Agreement used to determine Safe Harbor Contributions must meet the requirements of § 414(s) and the Regulations thereunder.

(iii) "Eligible Employee,” for purposes of this Section, is an Employee who is eligible to make Elective Deferrals under the Plan for any part of the Plan Year or who would be eligible to make Elective Deferrals but for a suspension due to (A) a Hardship Withdrawal, a loan, or an election not to participate in the Plan, (B) a distribution based on an event described in Section 13.1(b)(vii) herein (e.g., service in the uniformed services while on active duty for a period of at least 30 days), or (C) statutory limitations, such as those under Code §§ 402(g) and 415. If elected by the Sponsoring Employer in the Adoption Agreement, the Employer may make Non-QACA Safe Harbor Contributions only on behalf of Eligible Employees who are Non-Highly Compensated Employees. Otherwise, such contributions will be made on behalf of all Eligible Employees, whether they are Non-Highly Compensated Employees or Highly Compensated Employees.

(iv) “Enhanced Matching Contributions” are Non-QACA Safe Harbor Matching Contributions, if any, made by an Employer on behalf of each Eligible Employee for purposes of the Non-QACA Safe Harbor and which use a matching formula that at least meets the Basic Matching Contributions at each percentage of an NHCE’s Elective Deferrals and that, in the aggregate, equals or exceeds the amount of the Basic Matching Contribution, as further described in the Adoption Agreement.

(v) "Matching Contributions,” for purposes of this Section, are contributions made by the Employer due to an Eligible Employee's Elective Deferrals (including, without limitation, Pre-Tax Elective Deferrals, Roth Elective Deferrals and, if elected in the Adoption Agreement, Catch-Up Contributions).

(vi) "Non-QACA Safe Harbor" is the method described below in this Section for satisfying the ACP Test, pursuant to Code § 401(m)(11).

(vii) "Non-QACA Safe Harbor Contributions,” for purposes of this Section, are Non-QACA Safe Harbor Matching Contributions (which may be Basic Matching Contributions, Enhanced Matching Contributions or Tiered Matching Contributions) and Non-QACA Safe Harbor Nonelective Contributions made for the purpose of satisfying the Non-QACA Safe Harbor.

(viii) "Non-QACA Safe Harbor Matching Contributions,” for purposes of this Section, are Basic Matching Contributions, Enhanced Matching Contributions or Tiered Matching Contributions, as such terms are defined in this Section, made for the purpose of satisfying Non-QACA Safe Harbor. The term “Non-QACA Safe Harbor Matching Contributions” shall also include any Permissible Matching Contributions in Addition to Safe Harbor Contributions, as such term is defined in this Article, made pursuant to Code § 401(m)(11). If Safe Harbor Matching Contributions are being made on a payroll-by-payroll basis (or with respect to payroll periods ending with or within each month or quarter of a Plan Year), such contributions must be made to the Plan by the last day of the immediately following quarter.

(ix) "Non-QACA Safe Harbor Nonelective Contributions,” for purposes of this Section, are Nonelective Contributions that will be made on behalf of each Eligible Employee in an amount equal to three percent (3%) of Eligible Employee’s Compensation, unless the Employer elects a greater percentage in the Adoption Agreement.

(x) “Tiered Matching Contributions” are Non-QACA Safe Harbor Matching Contributions, if any, described in the Adoption Agreement and that are neither Basic nor Enhanced Matching Contributions. Tiered Matching Contributions may not provide for a greater level of match at higher levels of Elective Deferrals, and the total amount of Elective Deferrals eligible for the Tiered or Enhanced Matching Contributions may not exceed six percent (6%) of the Eligible Employee’s Compensation and at any rate of Elective Deferrals, the Tiered Matching Contributions must be at least equal to the aggregate amount of Non-QACA Safe Harbor Matching Contributions that would be made on the basis of the Basic Matching Contribution.

(c) Non-QACA Safe Harbor.

(i) *Non-QACA Safe Harbor Contributions*.

(A) Unless the Employer elects in the Adoption Agreement to make Enhanced or Tiered Matching Contributions or Non-QACA Safe Harbor Nonelective Contributions (in an amount equal to three percent (3%) of the Eligible Employee’s Compensation, unless the Employer elects a greater percentage in the Adoption Agreement), the Employer will contribute for the Plan Year a Non-QACA Safe Harbor Matching Contribution to the Plan in the form of a Basic

Matching Contribution on behalf of each Eligible Employee. The Plan may not condition an Eligible Employee's receipt of Non-QACA Safe Harbor Contributions on completion of a certain number of Hours of Service during the Plan Year or on employment on a certain day during the Plan Year, although the Plan may impose eligibility requirements (e.g., age 21 and a Year/Period of Eligibility Service) if so elected in the Adoption Agreement. Non-QACA Safe Harbor Matching Contributions made on behalf of a Participant shall be allocated to such Participant's Non-QACA Safe Harbor Matching Contribution Account for the computation period elected by the Employer in the Adoption Agreement.

(B) Non-QACA Safe Harbor Contributions are in addition to any Matching or Nonelective Contributions made under the Plan in accordance with the Employer's election in the Adoption Agreement.

(C) If elected in the Adoption Agreement, the amount of Non-QACA Safe Harbor Matching Contributions allocated to a Participant's Account may be adjusted in accordance with the provisions of Section 4.3(b) (True-Up at Plan Year End).

(D) The Participant's accrued benefit derived from Non-QACA Safe Harbor Contributions is nonforfeitable and subject to the same distribution restrictions that apply to Elective Deferrals, except that no distribution can be made due to hardship under Treas. Reg § 1.401(k)-1(d)(3). In addition, such Contributions must satisfy the Non-QACA Safe Harbor without regard to permitted disparity under Code § 401(l).

(E) Except for an annual computation period elected in the Adoption Agreement, Non-QACA Safe Harbor Contributions shall be allocated to a Participant's Account no later than the last day of the calendar quarter immediately following the quarter to which such Contributions relate.

(ii) *Notice Requirement*. Within a reasonable period before the beginning of each Plan Year for which the Safe Harbor Plan option applies, the Employer will provide each Eligible Employee a comprehensive notice (the "Safe Harbor Notice") of the Employee's rights and obligations under the Plan (including, without limitation, this Section), written in a manner calculated to be understood by the average Employee. The Safe Harbor Notice is deemed to have been provided within a reasonable period if it is provided at least thirty (30) days, but not more than ninety (90) days, before the beginning of the Plan Year. If an Employee becomes an Eligible Employee after the 90th day before the beginning of the Plan Year and does not receive the Safe Harbor Notice for that reason, the notice is deemed to have been provided within a reasonable period if it is provided no more than ninety (90) days before the Employee becomes an Eligible Employee but not later than the date the Employee becomes an Eligible Employee. The Safe Harbor Notice must accurately describe the following:

(A) The safe harbor formula and levels of Safe Harbor Matching Contributions available under the Plan;

(B) Any other Employee and Employer Contributions to the Plan and the conditions for receiving Employer Contributions, if applicable;

(C) The plan to which Safe Harbor Contributions will be made, if Safe Harbor Contributions will not be made under the Plan;

(D) The type and amount of Compensation that may be deferred under the Plan;

(E) The procedures for making Elective Deferrals and any administrative requirements that apply to such contributions;

(F) The periods available under the Plan for making Elective Deferrals;

(G) The withdrawal and vesting provisions that apply to Safe Harbor Contributions; and

(H) How to obtain additional information about the Plan.

Contingent notice - A Plan satisfies the requirement to provide the contingent notice if it provides a notice that would satisfy the requirements of this Section 4.7, except that, in lieu of setting forth the Non-QACA Safe Harbor Nonelective Contributions used under the Plan, the notice specifies that the Plan may be amended during the Plan Year to include the Non-QACA Safe Harbor Nonelective Contribution and that, if the Plan is amended, a follow-up notice will be provided.
Follow-up notice - A Plan satisfies the requirement to provide a follow-up notice if, no later than 30 days before the last day of the Plan Year, each Eligible Employee is given a notice that states that the Non-QACA Safe Harbor Nonelective Contributions will be made for the Plan Year. The notice must be in writing or in such other form as may be prescribed by the Commissioner and is permitted to be combined with a contingent notice provided under this section for the next Plan Year.

(iii) *Election Periods*. In addition to any other election periods provided under the Plan, each Eligible Employee may make or modify a deferral election during the 30-day period immediately following receipt of the Safe Harbor Notice.

(d) Plan Year Requirement. The Plan Year of a Non-QACA Safe Harbor Plan must be twelve (12) months long, except as follows: (i) no less than three (3) months long in the case of a newly established Plan or a Plan adding a CODA (or Matching Contributions) for the first time; or (ii) any length of period in the case of a newly established Employer.

Change of Plan Year. A Plan that has a short Plan Year as a result of changing its Plan Year will not fail to satisfy the requirements of this Subsection merely because the Plan Year has less than twelve months, provided that the Plan satisfied the requirements of this Subsection (determined without regard to Article XVIII (Amendment or Termination of Plan)) for the immediately preceding Plan Year and the Plan satisfies the requirements of this Subsection for the immediately following Plan Year (or for the immediately following twelve months if the immediately following Plan Year is less than twelve months).

Final Plan Year. A Plan that terminates during a Plan Year will not fail to satisfy the above requirements of a short Plan Year merely because the final Plan Year is less than twelve months, provided that the Plan satisfies the requirements of this Subsection through the date of termination and either: (i) the Plan would satisfy the requirements of Subsection (f) of this Section, treating the termination of the Plan as a reduction or suspension of Basic Matching Contributions, Enhanced Matching Contributions, and/or Permissible Matching Contributions in Addition to Safe Harbor Contributions (as such term is defined in this Article), other than the requirement that Eligible Employees have a reasonable opportunity to change their Elective Deferral elections; or (ii) the Plan termination is in connection with a transaction described in Code § 410(b)(6)(C) or the Employer incurs a substantial business hardship comparable to a substantial business hardship described in Code § 412(c).

(e) Plan Amendment Adopting Non-QACA Safe Harbor Nonelective Contributions. Notwithstanding the immediately foregoing Subsection (Plan Year Requirement), a Plan that provides for the use of the Current Plan Year Testing Method under Article VI (Contribution Limitations and Testing) may be amended after the first day of the Plan Year and no later than thirty (30) days before the last day of such Plan Year to adopt Non-QACA Safe Harbor Nonelective Contributions, effective as of the first day of that Plan Year, but only if the Plan provides (1) a contingent notice described in Subsection (c) of this Section, , and (2) a follow-up notice described in Subsection (c) of this Section provided no later than thirty (30) days before the end of the Plan Year that states the Non-QACA Safe Harbor Nonelective Contributions will be made. A Plan amendment made pursuant to this Subsection for a Plan Year may provide for the use of Non-QACA Safe Harbor Nonelective Contributions solely for that Plan Year and an Employer is not limited in the number of years for which it is permitted to adopt an amendment providing for Safe Harbor Nonelective Contributions.

(f) Reduction or Elimination of Non-QACA Safe Harbor Contributions. The Plan may be amended during a Plan Year to reduce or eliminate any Non-QACA Safe Harbor Contributions, provided the following requirements are met:

(i) The Plan is amended before the Effective Date of the reduction or elimination. For purposes of any such amendment with respect to Non-QACA Safe Harbor Matching Contributions (in the case of Plan Years beginning on or after January 1, 2015) and/or with respect to Non-QACA Safe Harbor Nonelective Contributions (for amendments adopted after May 18, 2009), the Employer either: (A) is operating at an economic loss as described in Code § 412(c)(2)(A) for the Plan Year; or (B) includes in the Safe Harbor Notice (described in Subsection (c) of this Section) the statement described in Treas. Reg. §§ 1.401(k)-3(g)(1)(i)(A)(2) and 1.401(m)-3(h)(1)(i)(A)(2) regarding such amendment.

(ii) A supplemental notice, consistent with the requirements of Treasury Regulation § 1.401(k)-3(g) or any subsequent guidance, is given to Eligible Employees explaining the consequences of the amendment. The supplemental notice must contain, inter alia, an explanation of (A) the reduction or suspension of future Safe Harbor Contributions and the consequences of the reduction or suspension, (B) the Effective Date of the amendment, and (C) the procedures for changing elections of Elective Deferrals and, if applicable under the Plan, Voluntary After-Tax Contributions;

(iii) The elimination or reduction is effective no earlier than thirty (30) days after the supplemental notice is given or the date the amendment is adopted, if later;

(iv) Before the elimination or reduction, Eligible Employees are given the opportunity, during a reasonable period, as defined in Treasury Regulation § 1.401(k)-3(d) or any subsequent guidance, to change their Elective Deferral elections and, if applicable, Voluntary After-Tax Contributions;

(v) The amendment states that the ACP Test, described in Article VI (Contribution Limitations and Testing), will be performed and satisfied for the entire Plan Year during which the reduction or elimination is effective using the Current Plan Year Testing Method;

(vi) All other requirements of this Section are satisfied through the Effective Date of the amendment; and

(vii) The otherwise applicable Compensation limit must be pro-rated in accordance with the requirements of Treasury Regulation § 1.401(a)(17)-1(b)(3)(iii)(A).

Notwithstanding the foregoing conditions of this Subsection, the Plan may be amended during a Plan Year to reduce or eliminate any Non-QACA Safe Harbor Contributions as provided in guidance of general applicability published in the Internal Revenue Bulletin. The Plan may also be amended during a Plan Year as provided in subsequent guidance.

(g) Failure to Satisfy Non-QACA Safe Harbor Requirements. If the Employer has elected the Non-QACA Safe Harbor option in the Adoption Agreement and the Plan fails to meet the Code-related Non-QACA Safe Harbor requirements of this Section for a Plan Year, in accordance with Treas. Reg. § 1.401(m)-1(c)(2), it is impermissible for the Employer to apply the provisions relating to the ACP Test described in Code § 401(m)(2) with respect to Non-QACA Safe Harbor Contributions.

4.8 ***QACA Safe Harbor Contributions***

(a) Rules of Application. If the Employer has elected the QACA Safe Harbor option in the Adoption Agreement, the provisions of this Section shall apply for the entire Plan Year and any provisions relating to the ACP Test described in Code § 401(m)(2) shall not apply with respect to QACA Safe Harbor Contributions. If this Section applies, to the extent that any other provision of the Plan is inconsistent with the provisions of this Section, the provisions of this Section govern. Notwithstanding any otherwise conflicting provision of the Plan, a Plan that meets the QACA Safe Harbor requirements of this Section must satisfy all other applicable requirements of the Code, including the other requirements of Code § 401(m), the nondiscriminatory availability of benefits, rights, and features under Code § 401(a)(4), and the limitations of Code §§ 401(a)(17), 401(a)(30) and 415. Nothing in this Section shall be construed as requiring a Plan that is a Governmental Plan or an Employer that is a Church to satisfy Code § 401(m)(2) or any safe harbor provision thereunder, or (except in the case of a Governmental Plan with respect to Code § 401(a)(17)) to comply with the aforementioned provisions of this Subsection (a).

(b) Definitions.

(i) "Compensation," for purposes of this Section, shall mean Compensation as selected in the Adoption Agreement, except no dollar limit, other than the limit imposed by Code § 401(a)(17), applies to the Compensation of a Non-Highly Compensated Employee. Any definition of Compensation selected in the Adoption Agreement used to determine Safe Harbor Contributions must meet the requirements of § 414(s) and the Regulations thereunder.

(ii) "Eligible Employee," for purposes of this Section, means an Employee eligible to make Elective Deferrals under the Plan for any part of the Plan Year or who would be eligible to make Elective Deferrals but for a suspension due to (A) a Hardship Withdrawal, a loan, or an election not to participate in the Plan, (B) a distribution based on an event described in Section 13.1(b)(vii) herein (e.g., service in the uniformed services while on active duty for a period of at least 30 days), or (C) statutory limitations, such as those under Code §§ 402(g) and 415. For purposes of this Section, an Eligible Employee within the foregoing definition is still an Eligible Employee even if such Eligible Employee is not a Covered Employee (as such term is defined in the immediately preceding Article) for whom Automatic Elective Deferrals are made under the QACA. If elected by the Sponsoring Employer in the Adoption Agreement, the Employer may make QACA Safe Harbor Contributions only on behalf of Eligible Employees who are Non-Highly Compensated Employees. Otherwise, such contributions will be made on behalf of all Eligible Employees, whether they are Non-Highly Compensated Employees or Highly Compensated Employees.

(iii) "Matching Contributions," for purposes of this Section, are contributions made by the Employer due to an Eligible Employee's Elective Deferrals (including, without limitation, Pre-Tax Elective Deferrals, Roth Elective Deferrals and, if elected in the Adoption Agreement, Catch-Up Contributions).

(iv) "QACA Safe Harbor" is the method described below in this Section for satisfying the ACP Test, pursuant to Code § 401(m)(12).

(v) "QACA Safe Harbor Contributions," for purposes of this Section, are QACA Safe Harbor Matching Contributions or QACA Safe Harbor Nonelective Contributions made by the Employer for the purpose of satisfying the QACA Safe Harbor.

(vi) "QACA Safe Harbor Matching Contributions," for purposes of this Section, are Matching Contributions, if any, specified in the Adoption Agreement and made by an Employer for purposes of satisfying the QACA Safe Harbor. The term "QACA Safe Harbor Matching Contributions" shall also include any Permissible Matching Contributions in Addition to Safe Harbor Contributions, as such term is defined in this Article, made pursuant to Code § 401(m)(12). If QACA Safe Harbor Matching Contributions are being made on a payroll-by-payroll basis (or with respect to payroll periods ending with or within each month or quarter of a Plan Year), such contributions must be made to the Plan by the last day of the immediately following quarter.

(vii) "QACA Safe Harbor Nonelective Contributions," for purposes of this Section, are Nonelective Contributions, if any, specified in the Adoption Agreement and made by an Employer for purposes of satisfying the QACA Safe Harbor.

(c) QACA Safe Harbor.

(i) Unless the Employer elects in the Adoption Agreement to make QACA Safe Harbor Nonelective Contributions for purposes of satisfying the QACA Safe Harbor, the Employer will contribute for the Plan Year a QACA Safe Harbor Matching Contribution to the Plan on behalf of each Eligible Employee specified in the Adoption Agreement to receive an allocation of such Contributions equal to at least (i) one hundred percent (100%) of the amount of the Employee's Elective Deferrals that do not exceed one percent (1%) of the Employee's Compensation for the Plan Year, plus (ii) fifty percent (50%) of the amount of the Employee's Elective Deferrals that exceed one percent (1%) of the Employee's Compensation but that do not exceed six percent (6%) of the Employee's Compensation. Alternatively, if elected in the Adoption Agreement, the Employer may use a different matching formula as long as such matching formula results in Safe Harbor Contributions that are at least equal to the QACA Safe Harbor Matching Contributions that would result from the above match formula, the rate of such QACA Safe Harbor Matching Contributions cannot increase as a Participant's Elective Deferrals increase, and the aggregate amount of Safe Harbor Matching Contributions at the rate of Elective Deferrals is at least equal to the aggregate amount of Safe Harbor Matching Contributions that would be made on the basis of the percentages in the above matching

formula. The Plan may not condition an Eligible Employee's receipt of Safe Harbor Contributions on completion of a certain number of Hours of Service during the Plan Year or on employment on a certain day during the Plan Year, although the Plan may impose eligibility requirements (e.g., age 21 and a Year/Period of Eligibility Service) if so elected in the Adoption Agreement.

(ii) If the Employer elects in the Adoption Agreement to make QACA Safe Harbor Nonelective Contributions for purposes of satisfying the QACA Safe Harbor, the amount of such contributions on behalf of an Eligible Employee specified in the Adoption Agreement to receive an allocation of such contributions shall be equal to at least three percent (3%) of the Eligible Employee's Compensation without regard to whether such Eligible Employee made an Elective Deferral or an After-Tax Contribution.

(iii) The Participant's accrued benefit derived from Safe Harbor Contributions shall be vested in accordance with the Employer's election in the Adoption Agreement (provided any Participant who has completed at least two (2) Years/Periods of Vesting Service shall have a nonforfeitable right to one hundred percent (100%) of his or her accrued benefit derived from such Employer Contributions) and may not be distributed earlier than Severance from Employment, death, Disability, termination of the Plan, or the attainment of age 59½.

(iv) *Additional Provisions.*

(A) QACA Safe Harbor Contributions are in addition to any Matching or Nonelective Contributions that may be made under the Plan in accordance with the Employer's election in the Adoption Agreement.

(B) If elected in the Adoption Agreement, the amount of QACA Safe Harbor Matching Contributions allocated to a Participant's Account may be adjusted in accordance with the provision of Section 4.3(b) (True-Up at Plan Year End).

(C) Except for an annual computation period elected in the Adoption Agreement, QACA Safe Harbor Contributions shall be allocated to a Participant's Account no later than the last day of the calendar quarter immediately following the quarter to which such Contributions relate.

(d) Supplemental Information Required in Automatic Enrollment Notice. The Automatic Enrollment Notice required to be delivered to an Eligible Employee under the immediately preceding Article (Employee Contributions) must, in addition to the information required to be included in such notice under such Article, include a comprehensive notice of the Employee's rights and obligations under the Plan (including, without limitation, this Section), written in a manner calculated to be understood by the average Employee. Such Notice shall also meet the minimum content requirements of the Safe Harbor Notice required under the preceding Section (Non-QACA Safe Harbor Contributions).

(e) Plan Year Requirement. The Plan Year of a QACA Safe Harbor Plan must be twelve (12) months long, except as follows: (i) no less than three (3) months long in the case of a newly established Plan or a Plan adding a CODA (or Matching Contributions) for the first time; or (ii) any length of period in the case of a newly established Employer. A Plan that has a short Plan Year as a result of changing its Plan Year, or a Plan that terminates during a Plan Year, will not fail to satisfy the requirements of this Subsection merely because the Plan Year or the final Plan Year has less than twelve months, provided that the Plan satisfied the requirements of this Subsection in accordance with the provisions and conditions of Subsection (d) of the immediately preceding Section (Non-QACA Safe Harbor Contributions).

(f) Plan Amendment Adopting QACA Safe Harbor Nonelective Contributions. Notwithstanding the immediately foregoing Subsection (Plan Year Requirement), a Plan that provides for the use of the Current Plan Year Testing Method under Article VI (Contribution Limitations and Testing) may be amended after the first day of the Plan Year and no later than thirty (30) days before the last day of such Plan Year to adopt QACA Safe Harbor Nonelective Contributions, effective as of the first day of that Plan Year, but only if the Plan meets the conditions of Subsection (e) of the immediately preceding Section (Non-QACA Safe Harbor Contributions).

Reduction or Elimination of QACA Safe Harbor Contributions. The Plan may be amended during a Plan Year to reduce or eliminate any QACA Safe Harbor Contributions, provided the following requirements are met:

(i) The Plan is amended before the Effective Date of the reduction or elimination. For purposes of any such amendment with respect to QACA Safe Harbor Matching Contributions (in the case of Plan Years beginning on or after January 1, 2015) and/or with respect to QACA Safe Harbor Nonelective Contributions (for amendments adopted after May 18, 2009), the Employer either: (A) is operating at an economic loss as described in Code § 412(c)(2)(A) for the Plan Year; or (B) includes in the Automatic Enrollment Notice (described in Subsection (c) of this Section) a statement (described in Treas. Reg. §§ 1.401(k)-3(g)(1)(i)(A)(2) and 1.401(m)-3(h)(1)(i)(A)(2)) that the Plan may be amended during the Plan Year to reduce or suspend Safe Harbor Contributions and that the reduction or suspension will not apply until at least thirty (30) days after all Eligible Employees are provided notice of the reduction or suspension; and

(ii) The requirements specified in Subsection (f) of the preceding Section (Non-QACA Safe Harbor Contributions) regarding the reduction or elimination of Non-QACA Safe Harbor Contributions are satisfied.

(iii) Notwithstanding the foregoing conditions of this Subsection and Subsection (f) of the preceding Section (Non-QACA Safe Harbor Contributions), the Plan may be amended during a Plan Year to reduce or eliminate any

QACA or Non-QACA Safe Harbor Contributions as provided in guidance of general applicability published in the Internal Revenue Bulletin.

(g) Failure to Satisfy QACA Safe Harbor Requirements. If the Employer has elected the QACA Safe Harbor option in the Adoption Agreement and the Plan fails to meet the Code-related QACA Safe Harbor requirements of this Section for a Plan Year, in accordance with Treas. Reg. § 1.401(m)-1(c)(2), it is impermissible for the Employer to apply the provisions relating to the ACP Test described in Code § 401(m)(2) with respect to QACA Safe Harbor Contributions.

4.9 ***Permissible Matching Contributions in Addition to Safe Harbor Contributions***

(a) Rules of Application. If the Employer has elected either the QACA Safe Harbor or Non-QACA Safe Harbor option in the Adoption Agreement, the provisions of this Section shall apply for the Plan Year and any provisions relating to the ACP Test shall not apply with respect to Permissible Matching Contributions in Addition to Safe Harbor Contributions and related Elective Deferrals (including, without limitation, Pre-Tax Elective Deferrals, Roth Elective Deferrals and, if elected in the Adoption Agreement, Catch-Up Contributions). To the extent that any other provision of the Plan is inconsistent with the provisions of this Section, the provisions of this Section shall govern. Notwithstanding any otherwise conflicting provision in the Plan, if Matching Contributions that do not satisfy the ACP Test Safe Harbor or Voluntary After-Tax Contributions can be made under the Plan, then this Section will not apply, and the ACP Test described in Code § 401(m)(2) shall apply, with respect to such Matching Contributions and/or Voluntary After-Tax Contributions. The Plan may not condition an Eligible Employee's receipt of Permissible Matching Contributions in Addition to Safe Harbor Contributions on completion of a certain number of Hours of Service during the Plan Year or on employment on a certain day during the Plan Year.

(b) Definitions.

(i) "ACP Test Safe Harbor" is the method described below in this Section for satisfying the ACP Test pursuant to Code § 401(m)(11) if the Non-QACA Safe Harbor option is elected in the Adoption Agreement, or pursuant to Code § 401(m)(12) if the QACA Safe Harbor option is elected in the Adoption Agreement.

(ii) "Permissible Matching Contributions in Addition to Safe Harbor Contributions" are Matching Contributions made by the Employer for purposes of satisfying the ACP Test Safe Harbor, as further described below in this Section, pursuant to either Code § 401(m)(11) or § 401(m)(12).

(iii) The capitalized terms defined in the immediately preceding Section (QACA Safe Harbor Contributions) shall also apply to this Section.

(c) Permissible Matching Contributions in Addition to Safe Harbor Contributions.

(i) In addition to the QACA or Non-QACA Safe Harbor Contributions described in this Article, the Employer may (in the dollar amount or percentage determined by the Employer in its sole discretion unless such amount or percentage is otherwise stated in the Adoption Agreement) make Permissible Matching Contributions in Addition to Safe Harbor Contributions, if any, indicated in the Adoption Agreement for the Plan Year, subject to the following conditions: (A) such Matching Contribution may not be made on Elective Deferrals in excess of six percent (6%) of Compensation, (B) the amount of such Matching Contributions subject to the Employer's discretion may not exceed four percent (4%) of Compensation, (C) no HCE can receive a greater rate of such Matching Contributions than a NHCE at the same rate of Elective Deferrals, and (D) the rate of such Matching Contributions cannot increase as a Participant's Elective Deferrals increase.

(ii) Permissible Matching Contributions in Addition to Safe Harbor Contributions will be vested in accordance with the same vesting schedule applicable to the QACA or Non-QACA Safe Harbor Contributions to which they relate except as otherwise elected in the Adoption Agreement; but, in any event, such Permissible Matching Contributions in Addition to Safe Harbor Contributions shall be fully vested at Normal Retirement Age, upon the complete or partial termination of the Plan, or upon the complete discontinuance of Employer Contributions. Forfeitures of non-vested ACP Test Safe Harbor Matching Contributions will be used only to reduce the Employer's contribution of such Permissible Matching Contributions in Addition to Safe Harbor Contributions, to add to the Employer's Permissible Matching Contributions in Addition to Safe Harbor Contributions or to offset Plan expenses.

4.10 ***Nonelective Contributions - Definite Allocation Formula***

(a) Generally. Unless otherwise elected in the Adoption Agreement, Nonelective Contributions shall be allocated to Participants' Accounts in the ratio that each such Participant's Compensation for the Plan Year bears to the total Compensation of all such Participants for such Plan Year.

(b) Church or State or Local Governmental Employers. Subsection (a) shall not apply to the Plan if the Participating Employer is a Church or a State or Local Governmental Entity. If elected in the Adoption Agreement and the Participating Employer is a Church or a State or Local Governmental Entity, subject to any applicable limitations or requirements under the Plan, Nonelective Contributions shall be made in accordance with the terms of a collective bargaining agreement or other written document. In such event, the terms of the collective bargaining agreement or other written document, as applicable, are herein incorporated by this reference and made a part of the Plan.

4.11 ***Nonelective Contributions - Permitted Disparity Allocation Formula***

(a) Rules of Applicability. This Section shall apply if the Plan is integrated for Social Security purposes, as elected in the Adoption Agreement.

(b) Excess Integrated Allocation Formula. Subject to the Overall Permitted Disparity Limits (as determined below in this Section), Nonelective Contributions for the Plan Year plus any applicable Forfeitures will be allocated to the Account of each Eligible Participant as follows:

(i) STEP ONE: Nonelective Contributions and Forfeitures will be allocated to each Participant's Account in the ratio that the sum of each Participant's total Compensation and Excess Compensation (as defined below) bears to the sum of all Participants' total Compensation and Excess Compensation, but not in excess of the Maximum Disparity Rate described below. For purposes of this Step One, in the case of any Participant who has exceeded the Cumulative Permitted Disparity Limit described below, two times such Participant's total Compensation for the Plan Year will be taken into consideration.

(ii) STEP TWO: Any remaining Nonelective Contributions or Forfeitures will be allocated to each Participant's Account in the ratio that each Participant's total Compensation for the Plan Year bears to all Participants' total Compensation for that year.

(c) Definitions.

(i) *"Compensation"* for purposes of this Section shall mean Compensation as elected in the Adoption Agreement.

(ii) *"Excess Compensation"* is the Participant's Compensation for the Plan Year in excess of the Integration Level.

(iii) *"Integration Level"* means an amount equal to the Taxable Wage Base or such lesser amount elected by the Employer in the Adoption Agreement.

(iv) *"Maximum Disparity Rate"* is 5.7%, but such rate of 5.7% is subject to reduction depending on the Integration Level elected in the Adoption Agreement as follows: (1) if the Integration Level elected in the Adoption Agreement is less than or equal to the greater of $10,000 or 20% of the Taxable Wage Base, the 5.7% above shall not be reduced; (2) if the Integration Level elected in the Adoption Agreement is greater than the greater of $10,000 or 20% of the Taxable Wage Base, but not more than 80% of the Taxable Wage Base, the 5.7% above must be reduced to 4.3%; and (3) if the Integration Level elected in the Adoption Agreement is greater than 80% but less than 100% of the Taxable Wage Base, the 5.7% above must be reduced to 5.4%.

(v) *"Taxable Wage Base"* is the contribution and benefit base under section 230 of the Social Security Act determined as of the beginning of the Plan Year.

(d) Overall Permitted Disparity Limits.

(i) *"Annual Overall Permitted Disparity Limit"*: Notwithstanding the preceding paragraphs, for any Plan Year the Plan benefits any Participant who benefits under another qualified plan or simplified employee pension, as defined in Code § 408(k), maintained by the Employer that provides for permitted disparity (or imputes disparity), Nonelective Contributions and Forfeitures will be allocated to the Account of each Eligible Participant in the ratio that such Participant's total Compensation bears to the total Compensation of all Participants.

(ii) *"Cumulative Permitted Disparity Limit"*: Effective for Plan Years beginning on or after January 1, 1995, the Cumulative Permitted Disparity Limit for a Participant is 35 total cumulative permitted disparity years. "Total cumulative permitted disparity years" means the number of years credited to the Participant for allocation or accrual purposes under the Plan, any other qualified plan or simplified employee pension plan (whether or not terminated) ever maintained by the Employer. For purposes of determining the Participant's Cumulative Permitted Disparity Limit, all years ending in the same calendar year are treated as the same year. If the Participant has not benefited under a defined benefit or target benefit plan for any year beginning on or after January 1, 1994, the Participant has no Cumulative Permitted Disparity Limit.

4.12 ***Nonelective Contributions - Uniform Points Allocation Formula***

If the uniform points allocation method is elected by the Employer in the Adoption Agreement, Nonelective Contributions for the Plan Year will be allocated to the Account of each Eligible Participant in the same ratio that the number of points awarded to the Participant for the Plan Year, in accordance with the Employer's election in the Adoption Agreement, bears to the total number of points awarded to all Participants for the Plan Year. Points may be awarded to an Eligible Participant based on such Participant's Compensation, Years/Periods of Service, age or any other variable set forth in the Adoption Agreement, so long as permissible under the Code.

4.13 ***Nonelective Contributions - Per Capita Allocation Formula***

If the per capita allocation method is elected by the Employer in the Adoption Agreement, Nonelective Contributions for the Plan Year will be allocated to the Account of each Eligible Participant in the same dollar amount for all Participants regardless of the Participant's Compensation, Years/Periods of Service, age or any other variable set forth in the Adoption Agreement.

4.14 ***Employer Contributions Under a New Comparability (Cross-Tested) Plan***

(a) Rules of Applicability. If the new comparability allocation formula is elected by the Employer in the Adoption Agreement, the Employer will determine the total amount of Nonelective Contributions for the Plan Year, and such Nonelective Contributions for the Plan Year will be allocated to the Accounts of Eligible Participants in accordance with either (1) the Participant group allocation method described in Subsection (b) below, or (2) the age weighted allocation method described in Subsection (c) below, as elected by the Employer in the Adoption Agreement. An allocation under this Section is permitted only if the general test for nondiscrimination in amount of contributions under Treasury Regulation § 1.401(a)(4)-2(c)(1) is satisfied by the Plan on the basis of substituting an equivalent accrual rate determined under Treasury Regulation § 1.401(a)(4)-8(b)(2) for each Eligible Participant's allocation rate in the determination of rate groups. Furthermore, the Plan must satisfy one of the minimum requirements described in Subsection (d) below.

(b) Participant Group Allocation Method. If the Employer has elected the Participant group allocation method in the Adoption Agreement, either each Eligible Participant will constitute a "separate allocation group" for purposes of allocating Nonelective Contributions or Participants will be divided into groups specified in the Adoption Agreement or an addendum to the Adoption Agreement. The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regs. § 1.401-1(b)(1)(ii). The Employer will specify in written instructions to the Plan Administrator or its designee, by no later than the due date of the Employer's tax return for the year to which the Employer's Nonelective Contributions relate, the portion of such Nonelective Contributions to be allocated to each Participant allocation group.

The allocation will be made as follows: First, the total amount of Nonelective Contributions is allocated among the deemed aggregated allocation groups in portions determined by the Employer. A deemed aggregated allocation group consists of all of the separate allocation groups that have the same allocation rate. Second, within each deemed aggregated allocation group, the allocated portion is allocated to each Eligible Participant in the ratio that such Eligible Participant's Compensation bears to the total Compensation of all Eligible Participants in the group. In the event that an Eligible Participant is included in more than one Participant allocation group, the Participant's share of the Employer Nonelective Contributions allocated to each such group will be based on the Participant's Compensation for the part of the Plan Year the Participant was in the group. The number of eligible NHCEs to which a particular allocation rate applies must reflect a reasonable classification of Employees.

(c) Age Weighted Allocation Method. If the Employer has elected the age weighted allocation method in the Adoption Agreement, the total Nonelective Contribution will be allocated to each Eligible Participant such that the equivalent benefit accrual rate for each Eligible Participant is identical. The following rules shall apply for determining the equivalent accrual rate for a Plan Year:

(i) An Eligible Participant's equivalent accrual rate for a Plan Year is the annual benefit that is the result of converting the allocation rate to an actuarially equivalent Straight Life Annuity commencing at the Participant's testing age, using reasonable actuarial assumptions such as a standard interest rate and a standard mortality table that satisfy 1.401(a)(4)-12 of the Income Tax Regulations.

(ii) For purposes of the preceding paragraph (i), the "testing age" with respect to an Eligible Participant means Normal Retirement Age or, if the Participant is beyond Normal Retirement Age, the Participant's current age.

(iii) When converting an Eligible Participant's allocation rate to an equivalent accrual rate, the allocation rate for such Eligible Participant for a Plan Year equals the sum of the allocations to the Participant's Account for the Plan Year, expressed either as a percentage of Compensation or as a dollar amount. The amounts taken into consideration in determining allocation rates for a Plan Year include all Nonelective Contributions (taking into consideration any Safe Harbor Nonelective Contributions but excluding any QNECs) and Forfeitures that are allocated or treated as allocated to the Eligible Participant's Account for the Plan Year. Allocations of income, expenses, gains, and losses attributable to the balance in the Eligible Participant's Account shall not be taken into consideration in determining allocation rates.

(iv) Equivalent accrual rates must be determined in a consistent manner for all Eligible Participants for the Plan Year.

(d) Minimum Requirements. If the new comparability allocation formula is elected by the Employer in the Adoption Agreement, the allocation method used must satisfy Regs. § 1.401(a)(4)-2(c) by means of one of the following three (3) conditions, as applicable:

(i) *Broadly Available Allocation Rates*. The Plan has broadly available allocation rates for the Plan Year. The Plan has broadly available allocation rates for the Plan Year if each allocation rate under the Plan is currently available during the Plan Year (within the meaning of Treasury Regulation § 1.401(a)(4)-4(b)(2)), to a group of Employees that satisfies Code § 410(b) (without regard to the average benefit percentage test of Treasury Regulation § 1.410(b)-5). For this purpose, if two allocation rates could be permissively aggregated under Treasury Regulation § 1.401(a)(4)-4(d)(4), assuming the allocation rates were treated as benefits, rights or features, they may be aggregated and treated as a single allocation rate.

In addition, the disregard of age and Service conditions described in Treasury Regulation § 1.401(a)(4)-4(b)(2)(ii)(A) does not apply for purposes of this paragraph.

(ii) *Gradual Age or Service Schedule.* The Plan has age-based allocation rates that are based on a gradual age or Years/Periods of Service schedule for the Plan Year. A Plan has a gradual age or Years/Periods of Service schedule for the Plan Year if the allocation formula for all Employees under the Plan provides for a single schedule of allocation rates under which —

(A) The schedule defines a series of bands based solely on age, Years/Periods of Service, or the number of points representing the sum of age and Years/Periods of Service ("age and Service points"), under which the same allocation rate applies to all Employees whose age, Years/Periods of Service, or age and Years/Periods of Service points are within each band; and

(B) The allocation rates under the schedule increase smoothly at regular intervals, as described below:

(I) *Smoothly increasing schedule of allocation rates.* A schedule of allocation rates increases smoothly if the allocation rate for each band within the schedule is greater than the allocation rate for the immediately preceding band (i.e., the band with the next lower number of years of age, Years/Periods of Service, or age and Service points) but by no more than 5 percentage points. However, a schedule of allocation rates will not be treated as increasing smoothly if the ratio of the allocation rate for any band to the rate for the immediately preceding band is more than 2.0 or if it exceeds the ratio of allocation rates between the two immediately preceding bands.

(II) *Regular intervals.* A schedule of allocation rates has regular intervals of age, Years/Periods of Service or age and Service points, if each band, other than the band associated with the highest age, Years/Periods of Service, or age and Service points, is the same length. For this purpose, if the schedule is based on age, the first band is deemed to be of the same length as the other bands if it ends at or before age 25. If the first age band ends after age 25, then, in determining whether the length of the first band is the same as the length of other bands, the starting age for the first age band is permitted to be treated as age 25 or any age earlier than 25. For a schedule of allocation rates based on age and Service points, the rules of the preceding two sentences are applied by substituting 25 age and Service points for age 25. For a schedule of allocation rates based on Service, the starting Service for the first Service band is permitted to be treated as one Year/Period of Service or any lesser amount of Service.

(iii) *Minimum Allocation Gateway*. The Plan satisfies the minimum allocation gateway for the Plan Year. The Plan satisfies the minimum allocation gateway if each eligible NHCE either (1) receives an allocation of at least five percent (5%) of the eligible NHCE's Section 415 Compensation, measured over a period of time permitted under the Plan, or (2) has an allocation rate that is at least one third of the allocation rate of the eligible HCE with the highest allocation rate. An allocation rate is the amount of contributions allocated to an Employee for a year, expressed as percentage of Compensation that satisfies Code 414(s).

(e) Multiple Employer Plan. Notwithstanding any provision of the Plan to the contrary and pursuant to Code § 413(c)(1), Code §§ 401(a)(4) and 410(b) shall be applied separately to each Participating Employer.

4.15 ***Other Nonelective Contribution Allocation Formulas Not Permissible***

The Employer may not elect any other allocation method for the allocation of Nonelective Contributions under the Plan on behalf of Eligible Participants unless the formula is approved by the IRS for inclusion in a Volume Submitter Plan, is permissible under the Code, does not discriminate in favor of HCEs under the Plan unless the Employer is a Church or a State or Local Governmental Entity, and is reflected as an option in the Adoption Agreement or addendum thereto.

4.16 ***Return of Erroneous Employer Contributions***

Employer Contributions made hereunder are irrevocable except that Employer Contributions that are found upon their receipt by the Plan to have been mistakenly contributed in good faith shall be returned to the Employer within one (1) year thereafter (or such other reasonable period of time if the Plan is a Non-Electing Church Plan or Governmental Plan) subject to any losses incurred thereon and without regard to any earnings attributable thereto.

4.17 ***Participant Treated as Benefiting***

A Participant is treated as benefiting under the Plan for any Plan Year during which the Participant received or is deemed to receive an allocation in accordance with Treasury Regulation § 1.410(b)-3(a).

4.18 ***Reserved***

4.19 ***Ensuring Timely Contributions***

The Employer is responsible for transmitting the Employer Contributions to the Funding Arrangement on a timely basis. Employer Contributions shall be allocated to a Participant's Account for the computation period elected by the Sponsoring Employer in the Adoption Agreement, and the Employer may elect a different contribution computation period for each Employer Contribution type. Subject to the foregoing and any applicable law, the Employer may make Employer Contributions to the Plan for a particular Plan Year at such time as the Employer, in its sole discretion, may determine. The Employer will designate to the Plan Administrator the Plan Year for which the Employer is making an Employer Contribution. The Employer shall provide the Plan Administrator with all information reasonably required or requested by the Plan Administrator to make a

proper allocation of the Employer Contribution, if any, for each Plan Year or the computation period identified in the Adoption Agreement for such Employer Contribution type. The allocation of an Employer Contribution may not be discontinued or decreased solely because of the Participant's attainment of any age.

4.20 ***Reemployment Rights Under USERRA – Employer Contributions***

(a) Matching Contributions.

(i) An Employee who is permitted to make additional Elective Deferrals and/or After-Tax Contributions, as applicable, pursuant to Section 3.17 (Reemployment Rights Under USERRA – Employee Contributions) due to being entitled to reemployment rights under USERRA shall be entitled to any Matching Contribution with respect to such additional Elective Deferrals and/or After-Tax Contributions, as applicable, that would have been required had such contributions actually been made during the period of Qualified Military Service.

(ii) If elected by the Sponsoring Employer in the Adoption Agreement, the Employer will make Matching Contributions for a Plan Year on behalf of a Participant who dies or incurs a Disability while performing Qualified Military Service. As further provided in the Adoption Agreement, such Matching Contributions will be determined based on such Participant's average Elective Deferrals and Employee Contributions to the Plan during the twelve (12) months Period of Service immediately preceding such Qualified Military Service or, if such prior Service with the Employer occurred during a period of less than twelve (12) months, the actual Period of Service immediately preceding such Qualified Military Service.

(b) Other Employer Contributions. Notwithstanding any otherwise conflicting provision in the Plan, the period of Qualified Military Service of an Employee who is reemployed with the Employer under USERRA shall be treated as Service for the purpose of determining whether such Employee is entitled to an Employer Contribution under the Plan.

4.21 ***Employer Contributions on Behalf of Disabled Participants***

If elected by the Sponsoring Employer in the Adoption Agreement, the Employer will make Employer Contributions for a Plan Year on behalf of a Disabled Participant who is not an HCE. As further provided in the Adoption Agreement, such Employer Contributions will be determined based on such Participant's imputed Includible Compensation for the Limitation Year. A Disabled Participant's imputed Includible Compensation for a Limitation Year is the Compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before becoming Disabled. Such Employer Contributions shall be allocated to a Disabled Participant's Account only for the Plan Years occurring during the fixed and determinable period determined by the Employer for such purpose in its sole discretion and communicated to the Plan Administrator. Employer Contributions allocated to a Disabled Participant's Account pursuant to this Section shall be nonforfeitable when made. This Section shall be subject to the provisions of Treasury Regulation § 1.415(c)-2(g)(4) with respect to such Participant.

ARTICLE V
PARTICIPANTS' ACCOUNTS AND VALUATION

5.1 ***Establishment of Accounts***

(a) Participant Accounts. The Plan Administrator shall establish and maintain an Account in the name of each Participant to which such Participant's Employee and Employer Contributions for the Plan Year shall be credited as herein provided. A Participant's Account shall be made up of the following subaccounts for the crediting of the applicable Employee and/or Employer Contribution types permitted under the Adoption Agreement:

(i) With respect to Employee Contributions:

(A) Voluntary After-Tax Contribution Account
(B) Required After-Tax Contribution Account
(C) Mandatory Pre-Tax Contribution Account
(D) Pre-Tax Elective Deferral Account
(E) Roth Elective Deferral Account
(F) Rollover Contribution Account
(G) Roth Rollover Contribution Account
(H) In-Plan Roth Conversion Contribution Account

(ii) With respect to Employer Contributions:

(A) Matching Contribution Account (Match #1)
(B) Matching Contribution Account (Match #2)
(C) Qualified Matching Contribution Account
(D) Nonelective Contribution Account (Nonelective #1)
(E) Nonelective Contribution Account (Nonelective #2)
(F) Qualified Nonelective Contribution Account
(G) Non-QACA Safe Harbor Matching Contribution Account
(H) Non-QACA Safe Harbor Nonelective Contribution Account
(I) QACA Safe Harbor Matching Contribution Account
(J) QACA Safe Harbor Nonelective Contribution Account

(b) Other Accounts. The Plan Administrator may establish and maintain other accounts under the Plan that are necessary or appropriate to the ordinary operation of the Plan. Such accounts may include, without limitation, a forfeiture account, expense budget account ("EBA"), an account for the payment of ordinary operating expenses of the Plan or an account where benefits may be held temporarily pending their payment or distribution; provided, however, that no Forfeiture temporarily held in anaccount shall remain unallocated beyond the end of the Plan Year in which the forfeiture occurs or, if the Employer elects in the Adoption Agreement to use Forfeitures to reduce Plan expenses or Employer Contributions, such Forfeitures shall be used promptly in the Plan Year in which they occur or, in appropriate situations, no later than the immediately succeeding Plan Year. An EBA shall generally be funded with the revenue generated from the Investment Funds and shall be used to pay Plan-related expenses. Any balance that remains in an EBA following the payment of Plan-related expenses shall be reallocated to the Participants on a nondiscriminatory basis no later than the Plan Year in which the amounts were credited to the EBA or, in appropriate circumstances, no later than the end of the immediately succeeding Plan Year. Plan-related expenses means only expenses deemed reasonable and necessary for Plan administration by the Plan Administrator. Nothing herein shall be construed as requiring such other accounts to be invested by the Plan Administrator.

5.2 ***Allocation of Contributions and Forfeitures to Accounts***

Contributions, Forfeitures, Plan loan repayments, if any, and the Participant's allocable share of any Plan expenses shall be allocated to a Participant's Account and subaccounts in accordance with the provisions of the Plan and, if applicable, the Funding Arrangements.

5.3 ***Allocation of Investment Fund Earnings, Gains or Losses***

Investment Fund earnings, gains (including any dividends or other credits earned on an Insurance Company Annuity Contract) and losses directly attributable to an Account's investment in such fund for a period shall be allocated to such Account as of the applicable Valuation Date for such period.

5.4 ***Valuation of Accounts***

Each Account shall be valued at the fair market value of the investments and assets therein as of the applicable Valuation Date. With respect to investments or other assets for which the fair market value is not determinable, the Plan Administrator may direct the use of any reasonable method to determine the Value of such investments or assets. The Plan Administrator, in its sole discretion, may direct the establishment of unit values for any pooled investment offered under the Plan. The Plan Administrator may delay for as long as necessary any Plan transaction that requires the valuation of an Account in order to consummate such transaction if such valuation cannot be completed due to events that were unforeseeable or circumstances beyond the control of the Plan Administrator, including, without limitation, failure of systems or computer programs, failure of means of transmission of data, force majeure, the failure of any service provider to timely receive values or prices, or to correct

for its errors or omissions. If deemed necessary by the Plan Administrator in its sole discretion, the Plan Administrator may conduct a transaction with the proceeds of a loan or other extension of credit to the Plan by a party in interest or disqualified person so long as such loan or extension of credit does not constitute a non-exempt "prohibited transaction" under ERISA § 406 or Code § 4975.

5.5 ***Preservation of Protected Benefits***

The Plan Administrator may further segregate a Participant's Account as necessary or appropriate to preserve any protected benefits under Code § 411(d)(6) or ERISA § 204(g) associated with such Account and only to the extent that such Code § 411(d)(6) or ERISA § 204(g) applies to the Plan.

5.6 ***Participant Account Statements***

Consistent with the requirements of any Funding Arrangement, and not less frequently than quarterly (as determined by the Plan Administrator in accordance with the applicable provisions of the Code and ERISA), each Participant shall periodically receive an Account statement showing the Account and subaccount balances, the amount of any contributions to or distributions from the Account since the date of the preceding Account statement, and the Investment Funds to which his or her subaccounts are deemed allocated.

5.7 ***Finality of Determinations***

The Plan Administrator shall have exclusive responsibility for determining the balance of each Account maintained hereunder. The Plan Administrator's determinations thereof shall be conclusive upon all interested parties subject to the claims procedures of the Plan.

5.8 ***Procedures***

The Plan Administrator shall establish such further uniform and nondiscriminatory accounting rules and procedures for the purpose of making allocations, valuations and adjustments to Participants' Accounts provided in this Article as the Plan Administrator deems advisable.

ARTICLE VI
CONTRIBUTION LIMITATIONS AND TESTING

6.1 ***Section 415 Limitation on Allocations***

(a) General Limitation on Annual Additions. A Participant's Annual Additions under the Plan for a Limitation Year may not exceed the Maximum Annual Addition or any other limitation contained in the Plan.

(b) Aggregation of Section 403(b) Plans of the Employer. If Annual Additions are credited to a Participant under any section 403(b) plans of the Employer in addition to this Plan for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan and such other section 403(b) plans may not exceed the Maximum Annual Addition.

(c) Aggregation Where Participant is in Control of Any Employer.

(i) Generally. If a Participant is in control of any Employer for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan, any other section 403(b) plans of the Employer, any defined contribution plans maintained by Controlled Group Employers, and any section 403(b) plans of any other employers may not exceed the Maximum Annual Addition. For purposes of this Subsection (c), a Participant is in control of an Employer based upon the rules of Code §§ 414(b), 414(c), and 415(h); and a defined contribution plan means a defined contribution plan that is qualified under Code § section 401(a) or 403(a), a section 403(b) plan, or a simplified employee pension within the meaning of Code § 408(k).

(ii) Annual Notice to Participants. The Plan Administrator will provide written or electronic notice to Participants that explains the limitation in Subsection (c) in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Plan Administrator that is necessary to satisfy this Subsection (c). The notice will advise Participants that the application of the limitations in this Subsection (c) will take into consideration information supplied by the Participant and that failure to provide necessary and correct information to the Plan Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under Code § 403(b). The notice will be provided annually, beginning no later than the year in which the Employee becomes a Participant.

(d) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Plan or Participant is in Control of Employer. The Annual Additions that may be credited to a Participant under this Plan for any Limitation Year will not exceed the Maximum Annual Addition, reduced by the Annual Additions credited to the Participant under any other section 403(b) plans of the Employer in addition to this Plan and, if the Participant is in control of an Employer, any defined contribution plans maintained by Controlled Group Employers and section 403(b) plans of any other Employers. Contributions to the Participant's Accounts under this Plan will be reduced to the extent necessary to prevent this limitation from being exceeded.

(e) Excess Annual Additions.

(i) If, notwithstanding Subsections (a) through (d), a Participant's Annual Additions under this Plan, or under this Plan and plans aggregated with this Plan under Subsections (b) and (c), result in an Excess Annual Addition for a Limitation Year, the Excess Annual Addition will be deemed to consist of the Annual Additions last credited, except Annual Additions to a defined contribution plan qualified under Code § 401(a) or a simplified employee pension maintained by an Employer controlled by the Participant will be deemed to have been credited first.

(ii) If an Excess Annual Addition is credited to a Participant under this Plan and another section 403(b) plan of the Employer on the same date, the Excess Annual Addition attributable to this Plan will be the product of:

(A) the total Excess Annual Addition credited as of such date, times

(B) the ratio of (i) the Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan and all other section 403(b) plans of the Employer.

(iii) Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in the immediately succeeding Article (Corrective Distributions).

(f) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Plan. If Annual Additions are credited to the Participant for the Limitation Year under another section 403(b) plan of the Employer, the Annual Additions that may be credited to the Participant under this Plan for the Limitation Year will be limited in accordance with Subsections (d) and (e).

(g) Former Employees. Employer Contributions for a former Employee must not exceed the limitation of Code § 415(c)(1) up to the lesser of the dollar amount in Code § 415(c)(1)(A) or the former Employee's annual Includible Compensation based on the former Employee's average monthly Includible Compensation during his or her most recent Year of Service.

(h) Church Plans. If the Plan is a Church Plan, the following provisions shall apply:

(i) A Participant's Annual Additions shall not be treated as exceeding the limitation of this Section if contributions and other additions with respect to the Participant meet the requirements of Code § 415(c)(7)(A) and are not in excess of $10,000. The total amount of contributions with respect to any Participant which may be taken into consideration for purposes of this Subsection (h) for all years may not exceed $40,000.

(ii) In the case of a Participant described in Code § 415(c)(7)(B) who is performing services outside the United States, the Participant's Annual Additions shall not be treated as exceeding the limitation of this Section if the contributions and other additions with respect to the Participant are not in excess of $3,000, provided the Participant's adjusted gross income for the taxable year (determined separately and without regard to community property laws) exceeds $17,000.

(i) Definitions.

(i) *"Annual Additions"* means the sum of the following amounts credited to a Participant's Account for the Limitation Year:

(A) Employer Contributions;

(B) Employee Contributions;

(C) Forfeitures;

(D) Amounts allocated to an individual medical account, as defined in Code § 415(l)(2), that is part of a pension or annuity plan maintained by the Employer are treated as Annual Additions to a defined contribution plan. Also amounts derived from contributions paid or accrued that are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Code § 419A(d)(3), under a welfare benefit fund, as defined in Code § 419(e), maintained by the Employer are treated as Annual Additions; and

(E) Allocations under a simplified employee pension.

Subsections 6.1(i)(i)(D) and 6.1(i)(i)(E) above will only apply if the Participant controls an Employer that has a plan that provides for those types of Annual Additions.

Amounts described in Subparagraphs (A) (B), (C), and (E) are Annual Additions for purposes of both the dollar limitation and the percentage of Includible Compensation limitation. Amounts described in Subparagraph (D) are Annual Additions solely for purposes of the dollar limitation.

For this purpose, any Excess Annual Addition applied under the immediately succeeding Article (Corrective Distributions) in the Limitation Year to reduce Employer Contributions will be considered Annual Additions for such Limitation Year.

(ii) *"Annual Addition Limit"* means, except for Catch-Up Contributions described in Code § 414(v), the Annual Addition that may be contributed or allocated to a Participant's Account under the Plan for any Limitation Year not to exceed the lesser of:

(A) $53,000, as adjusted for increases in the cost-of-living under Code § 415(d) for 2015 or later, or

(B) One hundred percent (100%) of the Participant's Includible Compensation for the Limitation Year.

The Includible Compensation limit referred to in (B) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code § 401(h) or § 419A(f)(2)) that is otherwise treated as an Annual Addition.

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the Annual Addition Limit will not exceed the dollar limitation referred to in (A) above multiplied by a fraction, the numerator of which is the number of calendar months in the short Limitation Year, and the denominator of which is 12 (twelve).

If the Plan is terminated as of a date other than the last day of the Limitation Year, the Plan is deemed to have been amended to change its Limitation Year and the Annual Addition Limit determined shall be prorated for the resulting short Limitation Year.

(iii) *"Employer" means*, for purposes of this Section, the Employer that has adopted the Plan and any Employer required to be aggregated with that Employer under Code §§ 414(b), 414(c) (taking into account Code § 415(h)), 414(m), 414(o) and Treas. Reg. § 1.414(c)-5.

(iv) *"Excess Annual Addition"* means the excess of the Participant's Annual Additions credited to the Participant for the Limitation Year under the Plan and plans aggregated with the Plan under subsections 6.1(b) and 6.1(c) over the Annual Addition Limit for the Limitation Year as defined below.

(v) *"Limitation Year"* means the 12-consecutive month period elected by the Sponsoring Employer in the Adoption Agreement or, in the absence of such election, the calendar year. However, if the Participant is in control of an Employer pursuant to Subsection (c) above, the Limitation Year shall be the Limitation Year in the defined contribution plan controlled by the Participant. All section 403(b) plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

"*Maximum Annual Addition*" means the Annual Addition Limit.

6.2 ***Section 402(g) Limitation on Elective Deferrals***

(a) In General. No Participant shall be permitted to have Elective Deferrals made under the Plan, or any other plan, contract or arrangement maintained by the Employer, during any calendar year, in excess of the Elective Deferral Limit (defined below) in effect for the Participant's taxable year beginning in such calendar year. In the case of a Participant aged 50 or over by the end of the taxable year, the Elective Deferral Limit does not include the Age 50 Catch-Up Elective Deferrals. The Elective Deferral Limit is $18,000 in 2015 or as adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 402(g)(4). Any such adjustments will be in multiples of $500.

(b) Special Rule for a Participant Covered by Another Section 403(b) Plan. For purposes of this Section, if the Participant is or has been a Participant in one or more other plans under Code § 403(b) (and any other plan that permits Elective Deferrals under Code § 402(g)), then this Plan and all such other plans shall be considered as one plan for purposes of applying the limitation in this Section. For this purpose, the Plan Administrator shall take into consideration any other such plan maintained by any Controlled Group Employer and shall also take into consideration any other such plan for which the Plan Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Controlled Group Employer shall be taken into consideration for purposes of Section 6.4 (Special Section 403(b) Catch-Up Elective Deferrals) only if the other plan is a section 403(b) plan.

(c) Definition. *"Elective Deferral Limit"* means the dollar limit on Elective Deferrals under Code § 402(g), including, without limitation and to the extent applicable, Code § 402(g)(7). The Elective Deferral Limit does not apply to Catch-Up Contributions made pursuant to Code § 414(v).

(d) Excess Elective Deferrals. Corrective distribution of Excess Elective Deferrals (as such term is defined in the immediately succeeding Article (Corrective Distributions)) shall be made in the manner described in such Article.

(e) Multiple Employer Plan. Notwithstanding any provision of the Plan to the contrary and pursuant to Code § 413(c)(1), for purposes of applying Code § 402(g) to the Plan, all Participating Employers shall be treated as a single Employer.

6.3 ***Section 414(v) Limitation on Age 50 Catch-Up Elective Deferrals***

(a) Definition. *"Age 50 Catch-Up Elective Deferrals"* are Elective Deferrals made to the Plan that are in excess of an otherwise applicable Plan limit and that are made by Participants who are aged 50 or over by the end of their taxable years. An otherwise applicable Plan limit is a limit in the Plan that applies to Elective Deferrals without regard to Catch-Up Contributions, such as the limits on Annual Additions, and the dollar limitation on Elective Deferrals under Code § 402(g) (excluding Catch-Up Contributions).

(b) Limitation. Age 50 Catch-Up Elective Deferrals for a Participant for a taxable year may not exceed (1) the dollar limit on Catch-Up Contributions under Code § 414(v)(2)(B)(i) for the taxable year or (2) when added to other Elective Deferrals, the Participant's Compensation for the taxable year. The dollar limit on Catch-Up Contributions under Code § 414(v)(2)(B)(i) is $6,000 in 2015 or as adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 414(v)(2)(C). Any such adjustments will be in multiples of $500.

(c) Use in Other Determinations. Age 50 Catch-Up Elective Deferrals are not subject to the limits on Annual Additions.

(d) Multiple Employer Plan. Notwithstanding any provision of the Plan to the contrary and pursuant to Code § 413(c)(1), for purposes of applying Code § 414(v) to the Plan, all Participating Employers shall be treated as a single Employer.

6.4 ***Special Section 403(b) Catch-Up Limitation for Employees with 15 Includible Years of Service***

(a) Limitation. If the Employer is a Qualified Organization and if elected in the Adoption Agreement, the Elective Deferral Limit under Section 6.2 above for any Qualified Employee is increased by the least of:

(i) $3,000;

(ii) The excess of:

(A) $15,000, over

(B) The total Special Section 403(b) Catch-up Elective Deferrals made for the Qualified Employee by the Qualified Organization for prior years; or

(iii) The excess of:

(A) $5,000 multiplied by the number of Years of Service of the Employee with the Qualified Organization, over

(B) The total Elective Deferrals made for the Employee by the Qualified Organization for prior years.

(b) Coordination with Age 50 Catch Up Elective Deferrals. Amounts in excess of the Elective Deferral Limit set forth in Section 6.2 above shall be allocated first to the Special Section 403(b) Catch-Up Elective Deferrals under this Section 6.4 and next as an Age 50 Catch-Up Elective Deferral under Section 6.3. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.

(c) Definitions.

(i) For purposes of this Section, a "Qualified Employee" means an Employee who has completed at least fifteen (15) Years of Service taking into consideration only employment with the Employer.

(ii) For purposes of this Section, a "Qualified Organization" means such organization within the meaning of Treasury Regulations § 1.403(b)-4(c)(3)(ii), and includes an educational organization described in Code § 170(b)(1)(A)(ii), a hospital, a health and welfare service agency (including a home health service agency), a Church-related organization, or any organization described in section 414(e)(3)(B)(ii).

(iii) For purposes of this Section, a "Special Section 403(b) Catch-Up Elective Deferral" means a Catch-Up Contribution that is available to Employees who have at least 15 Years of Service with a Qualified Organization.

6.5 ***Section 401(m) ACP Nondiscrimination Testing Limitation***

(a) Prior Year Testing. Unless the Employer is a Church or a State or Local Governmental Entity, the Actual Contribution Percentage ("ACP") for a Plan Year for Participants who are Highly Compensated Employees for each Plan Year and the prior year's ACP for Participants who were Non-Highly Compensated Employees for the prior Plan Year must satisfy one of the following tests:

(i) The ACP for a Plan Year for Participants who are Highly Compensated Employees for the Plan Year shall not exceed the prior year's ACP for Participants who were Non-Highly Compensated Employees for the prior Plan Year multiplied by 1.25; or

(ii) The ACP for a Plan Year for Participants who are Highly Compensated Employees for the Plan Year shall not exceed the prior year's ACP for Participants who were Non-Highly Compensated Employees for the prior Plan Year multiplied by two (2), provided that the ACP for Participants who are Highly Compensated Employees does not exceed the ACP for Participants who were Non-Highly Compensated Employees in the prior Plan Year by more than two (2) percentage points.

For the first Plan Year the Plan permits any Participant to make Employee After-Tax Contributions, provides for Matching Contributions or both, and this is not a successor plan, for purposes of the foregoing tests, the prior year's Non-Highly Compensated Employees' ACP shall be three percent (3%) unless the Employer has elected in the Adoption Agreement to use the Plan Year's ACP for these Participants.

(b) Current Year Testing. If elected by the Employer in the Adoption Agreement, the ACP Tests in (i) and (ii) above will be applied by comparing the current Plan Year's ACP for Participants who are Highly Compensated Employees for each Plan Year with the current Plan Year's ACP for Participants who are Non-Highly Compensated Employees. Once made, the Employer can elect Prior Year Testing for a Plan Year only if the Plan has used Current Year Testing for each of the preceding five (5) Plan Years (or if lesser, the number of Plan Years the Plan has been in existence) or if, as a result of a

merger or acquisition described in Code § 410(b)(6)(C)(i), the Employer maintains both a plan using Prior Year Testing and a plan using Current Year Testing and the change is made within the transition period described in Code § 410(b)(6)(C)(ii).

(c) Special Rules.

(i) A Participant is a Highly Compensated Employee for a particular Plan Year if he or she meets the definition of a Highly Compensated Employee in effect for that Plan Year. Similarly, a Participant is a Non-Highly Compensated Employee for a particular Plan Year if he or she does not meet the definition of a Highly Compensated Employee in effect for that Plan Year.

(ii) For purposes of this Section, the Contribution Percentage for any Participant who is a Highly Compensated Employee and who is eligible to have Contribution Percentage Amounts allocated to his or her Account under two or more plans described in Code § 401(a) or in Code § 403(b) that are maintained by the Employer, shall be determined as if the total of such Contribution Percentage Amounts was made under each plan and arrangement. If a Highly Compensated Employee participates in two or more such plans or arrangements that have different plan years, all Contribution Percentage Amounts made during the Plan Year under all such plans and arrangements shall be aggregated. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under Code § 401(m).

(iii) In the event that the Plan satisfies the requirements of Code §§ 401(m), 401(a)(4) or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with the Plan, then this Section shall be applied by determining the ACP of Employees as if all such plans were a single plan. If more than ten percent (10%) of the Employer's Non-Highly Compensated Employees are involved in a plan coverage change as defined in Treasury Regulation § 1.401(m)-2(c)(4), then any adjustments to the Non-Highly Compensated Employees' ACP for the prior year will be made in accordance with such Regulations, unless the Employer has elected in the Adoption Agreement to use the Current Year Testing method. Plans may be aggregated in order to satisfy Code § 401(m) only if they have the same Plan Year and use the same ACP testing method.

(iv) For purposes of the ACP Test, Employee Contributions are considered to have been made in the Plan Year in which contributed to the Plan. Matching Contributions and Qualified Nonelective Contributions will be considered made for a Plan Year if made no later than the end of the twelve (12) month period beginning on the day after the close of the Plan Year.

(v) *Forfeitures Arising from Failure of the ACP Test*. In the event the Plan fails the ACP Test, any Matching Contributions that are not returned because of a failure of the ACP Test (Excess Aggregate Contributions, plus any earnings and minus any loss allocable thereto) shall be forfeited, even if vested, from the Matching Contribution Account of the affected Highly Compensated Employees. Unless otherwise elected in the Adoption Agreement, such forfeited amounts shall be first used to reduce Employer Contributions that otherwise would be made for the Plan Year. If such forfeited amounts exceed the amount of the Employer's intended contribution, any such excess shall be allocated to the Matching Contribution Account of each Non-Highly Compensated Employee who made an Elective Deferral (including Roth Elective Deferrals, if applicable) or a Voluntary After-Tax Contribution, in the ratio that each such Employee's Compensation bears to the total Compensation of all such Non-Highly Compensated Employees for that Plan Year. Forfeitures of Excess Aggregate Contributions will be applied at the end of the Plan Year in which they occurred and shall not be allocated to the Account of any Highly Compensated Employee.

(d) Definitions.

(i) *"Actual Contribution Percentage"* ("ACP") shall mean, for a specified group of Participants (either Highly Compensated Employees or Non-Highly Compensated Employees) for a Plan Year, the average of the Contribution Percentages of the Eligible Participants in the group.

(ii) *"Contribution Percentage"* shall mean the ratio (expressed as a percentage) of the Participant's Contribution Percentage Amounts to the Participant's Compensation (as elected in the Adoption Agreement) for the Plan Year.

(iii) *"Contribution Percentage Amounts"* shall mean the sum of the Employee After-Tax Contributions and Matching Contributions made under the Plan on behalf of the Participant for the Plan Year. Such Contribution Percentage Amounts shall not include Matching Contributions that are forfeited either to correct Excess Aggregate Contributions or because the contributions to which they relate are Excess Deferrals, or Excess Aggregate Contributions (as such terms are defined in the immediately succeeding Article (Corrective Distributions). If elected in the Adoption Agreement, the Employer may include Qualified Nonelective Contributions in the Contribution Percentage Amounts.

(iv) *"Eligible Participant"* shall mean, for purposes of this Section, any Employee who is eligible to make an Employee Contribution, or to receive a Matching Contribution (including Forfeitures). If an After-Tax Contribution is required as a condition of participation in the Plan, any Employee who would be a Participant in the Plan if such Employee made such a contribution shall be treated as an eligible Participant on behalf of whom no After-Tax Contributions are made.

(v) *"After-Tax Contribution"* shall mean, for purposes of this Section, any contribution (other than Roth Elective Deferrals) made to the Plan by or on behalf of a Participant that is included in the Participant's gross income in the

year in which made and that is maintained under a separate Account to which earnings and losses are allocated. Such contributions may be either Voluntary After-Tax Contributions or Required After-Tax Contributions.

(vi) *"Matching Contribution"* shall mean, for purposes of this Section, an Employer Contribution made to the Plan or any other defined contribution plan on behalf of a Participant due to an Employee After-Tax Contribution made by such Participant, or due to a Participant's Elective Deferral, under a plan maintained by the Employer.

(e) Excess Aggregate Contributions. Corrective distribution of Excess Aggregate Contributions (as such term is defined in the immediately succeeding Article (Corrective Distributions)) shall be made in the manner described in such Article.

Such distribution shall be determined by first determining Excess Elective Deferrals pursuant to the immediately preceding Article (Contribution Limitations and Testing) and then determining Excess Contributions pursuant to such Article.

(f) Multiple Employer Plan. Notwithstanding any provision of the Plan to the contrary and pursuant to Code § 413(c)(1), Code § 401(m)(2)(A) shall be applied separately to each Participating Employer.

6.6 ***Additional Plan Limits***

(a) In addition to the limitations specified in this Article, the Sponsoring Employer may in its sole discretion impose other limits on Employer Contributions and/or Employee Contributions subject to the requirements of the Plan. The Sponsoring Employer may impose such Plan limits only with respect to such contributions made by or on behalf of HCEs. Any additional Plan limit must be applied in a uniform and nondiscriminatory manner. Any additional Plan limits imposed by the Sponsoring Employer, and whether such Plan limits are applicable only to HCEs, must be specified in the Adoption Agreement.

(b) If requested by the Sponsoring Employer, the Plan Administrator may decrease an HCE's rate of After-Tax Contributions where such adjustment is necessary to prevent a failed ACP Test. Decreases may be made beginning with the HCE who has the highest Deferral Percentage or Contribution Percentage, as applicable, until it appears the ACP Test will pass, or until the Deferral Percentage equals the Deferral Percentage of the HCE having the next highest Deferral Percentage. This process may continue until it appears the ACP Test will be satisfied.

ARTICLE VII
CORRECTIVE DISTRIBUTIONS

7.1 *Corrective Distribution of Excess Annual Additions*

Any Excess Annual Addition arising from the Plan for a Limitation Year will be disposed of or reduced under the applicable procedures set forth in the Employee Plans Compliance Resolution System, as described in Revenue Procedure 2013-12 or successor thereto ("EPCRS"). Such corrective distribution shall be determined by first determining if Excess Annual Additions for a taxable year are includible pursuant to the Participant's gross income for that taxable year. A Participant's Excess Annual Additions attributable to this Plan will be credited in the year of the excess to a separate Account under the Plan for such Excess Annual Additions which will be maintained by the Vendor until the Excess Annual Additions are distributed. This separate Account will be treated as a separate contract to which section 403(c) (or another applicable provision of the Code) applies. Amounts in the separate Account may be distributed at any time, notwithstanding any other provisions of the Plan.

7.2 *Corrective Distribution of Excess Elective Deferrals*

(a) In General. A Participant may assign to the Plan any Excess Elective Deferrals (defined below) made during a taxable year of the Participant by timely notifying the Plan Administrator of the amount of the Excess Elective Deferrals to be assigned to the Plan. A Participant is deemed to notify the Plan Administrator of any Excess Elective Deferrals that arise by taking into consideration only those Elective Deferrals made to the Plan and any other plan, contract or arrangement of the Employer.

Notwithstanding any other provision of the Plan, Excess Elective Deferrals, plus any income and minus any loss allocable thereto, shall be distributed no later than April 15 to any Participant to whose Account Excess Elective Deferrals were assigned for the preceding year and who claims Excess Elective Deferrals for such taxable year or calendar year. Distribution of Excess Elective Deferrals for a year shall be made (1) first from the Participant's Pre-Tax Elective Deferral Account, to the extent Pre-Tax Elective Deferrals were made for the year, and (2) if any Excess Elective Deferrals still exists after application of (1), then from the Participant's Roth Elective Deferral Account.

(b) Determination of Income or Loss. Excess Elective Deferrals shall be adjusted for any income or loss up to the end of the Participant's taxable year immediately preceding the date of distribution. The income or loss allocable to Excess Elective Deferrals is the income or loss allocable to the Participant's Elective Deferral Account for the taxable year multiplied by a fraction, the numerator of which is such Participant's Excess Elective Deferrals for the year and the denominator is the Participant's Account Balance attributable to Elective Deferrals without regard to any income or loss occurring during such taxable year.

(c) Definitions.

(i) *"Elective Deferrals"* means such term as defined in Article I (Definitions). For purposes of this Section, with respect to any taxable year, a Participant's Elective Deferrals is the sum of all Employer Contributions made on behalf of such Participant pursuant to an election to defer under any qualified Cash or Deferred Arrangement described in Code § 401(k), any salary reduction simplified employee pension described in Code § 408(k)(6), any SIMPLE IRA plan described in Code § 408(p) and any plan described under Code § 501(c)(18), and any Employer Contributions made on behalf of a Participant for the purchase of an Annuity Contract under Code § 403(b) pursuant to an Elective Deferral Agreement. Elective Deferrals shall not include any deferrals properly distributed as Excess Annual Additions.

(ii) *"Roth Elective Deferrals"* means such term as defined in Article I (Definitions).

(iii) *"Excess Elective Deferrals"* shall mean those Elective Deferrals of a Participant that either (1) are made during the Participant's taxable year and exceed the dollar limitation under Code § 402(g) (including, if applicable, the dollar limitations on Age 50 Catch-Up Elective Deferrals (defined in Code § 414(v) and the Special Section 403(b) Catch-Up Elective Deferrals) for such year; or (2) are made during a calendar year and exceed the dollar limitation under Code § 402(g) (including, if applicable, the dollar limitations on Age 50 Catch-Up Elective Deferrals (defined in Code § 414(v) and the Special Section 403(b) Catch-Up Elective Deferrals) for the Participant's taxable year beginning in such calendar year, counting only Elective Deferrals made under the Plan and any other plan, contract or arrangement maintained by the Employer.

7.3 *Recharacterization Not Permitted*

Even if Participants are eligible to make Employee After-Tax Contributions, Elective Deferrals allocated to a Highly Compensated Employee as Excess Contributions will not be recharacterized as After-Tax Contributions.

7.4 *Corrective Distribution of Excess Aggregate Contributions*

(a) In General. Notwithstanding any other provision of the Plan, Excess Aggregate Contributions, plus any income and minus any loss allocable thereto, shall be forfeited, if forfeitable, or if not forfeitable, distributed no later than twelve (12) months after a Plan Year to Participants to whose Accounts such Excess Aggregate Contributions were allocated for such Plan Year. Excess Aggregate Contributions are allocated to the Highly Compensated Employees with the largest Contribution Percentage Amounts taken into consideration in calculating the ACP Test for the year in which the excess arose, beginning

with the Highly Compensated Employee with the largest amount of such Contribution Percentage Amounts and continuing in descending order until all the Excess Aggregate Contributions have been allocated. If such Excess Aggregate Contributions are distributed more than 2-1/2 months or, in the case of a Plan that is an EACA and the condition of Section 3.9(d)(ii) (Covered Employee) is satisfied, six months after the last day of the Plan Year in which such excess amounts arose, a ten percent (10%) excise tax will be imposed on the Employer maintaining the Plan with respect to those amounts. Excess Aggregate Contributions shall be treated as Annual Additions under the Plan even if distributed. Excess Aggregate Contributions shall be includible in the Participant's gross income for the year in which they are distributed from, rather than the year in which they are contributed to, the Plan.

(b) Determination of Income or Loss. Excess Aggregate Contributions shall be adjusted for any income or loss up to the end of the Plan Year immediately preceding the date of distribution. The income or loss allocable to Excess Aggregate Contributions allocated to each Participant is the income or loss allocable to the Participant's After-Tax Contribution Account, Matching Contribution Account, Qualified Matching Contribution Account (if any) and, if applicable, Qualified Nonelective Contribution Account and Elective Deferral Account for the Plan Year multiplied by a fraction, the numerator of which is such Participant's Excess Aggregate Contributions for the year and the denominator is the Participant's Account Balance(s) attributable to Contribution Percentage Amounts without regard to any income or loss occurring during such Plan Year.

(c) Forfeitures of Excess Aggregate Contributions. Forfeitures of Excess Aggregate Contributions may either be reallocated to the Accounts of Non-Highly Compensated Employees or applied to reduce Employer Contributions and/or Plan expenses. Forfeitures cannot be used as Qualified Nonelective Contributions, Qualified Matching Contributions or Elective Deferrals.

(d) Accounting for Excess Aggregate Contributions. Excess Aggregate Contributions allocated to a Participant shall be forfeited, if forfeitable or distributed on a pro-rata basis from the Participant's After-Tax Contribution Account (beginning with any Voluntary After-Tax Contributions), Matching Contribution Account, and Qualified Matching Contribution Account (and, if applicable, the Participant's Qualified Nonelective Contribution Account or Elective Deferral Account, or both). Unless otherwise elected by the Participant, distribution of Elective Deferrals that are Excess Aggregate Contributions shall be made from the Participant's Pre-Tax Elective Deferral Account before the Participant's Roth Elective Deferral Account, to the extent Pre-Tax Elective Deferrals were made for the year.

(e) Definitions. *"Excess Aggregate Contributions"* shall mean, with respect to any Plan Year, the excess of:

(i) The aggregate Contribution Percentage Amounts taken into consideration in computing the numerator of the Contribution Percentage actually made on behalf of Highly Compensated Employees for such Plan Year, over

(ii) The maximum Contribution Percentage Amounts permitted by the ACP Test (determined by hypothetically reducing contributions made on behalf of Highly Compensated Employees in order of their Contribution Percentages beginning with the highest of such percentages).

Such determination shall be made after first determining Excess Elective Deferrals pursuant to the immediately preceding Article (Contribution Limitations and Testing) and then determining Excess Contributions pursuant to such Article.

ARTICLE VIII
RESERVED

ARTICLE IX
VESTING AND FORFEITURES

9.1 ***Requirement of Vesting***

(a) Service Requirement. In the event of a permissible withdrawal or distribution of the Participant's Account Balance for purposes of paying benefits under the Plan, only an amount up to the Vested Interest in the Account may be withdrawn or distributed to the Participant or Beneficiary for such purposes, as further provided in this Article. For purposes of determining the Vested Interest in the Employee's Account Balance derived from Employer Contributions, the Adoption Agreement shall specify the Years/Periods of Vesting Service, if any, required under the Plan with respect to any Employer Contribution type permitted hereunder pursuant to the Adoption Agreement. The Adoption Agreement may provide differing vesting Service requirements or vesting schedules for the different types of Employer Contributions; provided, however, that Elective Deferrals, Qualified Nonelective Contributions, and Safe Harbor Contributions (other than QACA Safe Harbor Contributions), as applicable, shall be nonforfeitable when made. So long as made pursuant to the Plan, the Plan Administrator's determination of a Participant's Vested Interest in his or her Account shall be final and binding on all persons subject to review under the Plan's claims review procedure. The Employer shall provide to the Plan Administrator such information and documentation as reasonably required or requested by the Plan Administrator to make a determination of the Vested Interest.

(b) Computation of Vesting Service. Years/Periods of Vesting Service will be determined on the basis of the Hours of Service Method or the Elapsed Time Method, as selected in the Adoption Agreement.

9.2 ***Designation of Vesting Computation Period***

For purposes of determining Years/Periods of Vesting Service and Breaks in Service for purposes of computing an Employee's Vested Interest in the Account Balance derived from Employer Contributions, the Adoption Agreement shall set forth whether the initial vesting computation period is based on the Plan Year or the 12-consecutive month period beginning on the date the Employee first performs an Hour of Service for the Employer (employment commencement date) and, thereafter, each subsequent 12-consecutive month period commencing on the anniversary of such date. Years/Periods of Vesting Service and Breaks in Service for purposes of vesting will be measured on the same vesting computation period.

9.3 ***Minimum Vesting Standards***

Unless the Plan is a Non-Electing Church Plan or a Governmental Plan, Employer Contributions (excluding Elective Deferrals, which must be non-forfeitable at all times) must satisfy the requirements of ERISA § 203 (minimum vesting standards) that are parallel to the requirements of Code § 411, as well as the Treasury Regulations under Code § 411 – that is, they must satisfy either a 3-year cliff vesting schedule or a 2-to-6-year graded vesting schedule. If the Adoption Agreement provides vesting schedules other than those given in ERISA § 203 [Code § 411] for regular schedules, the optional schedules must be at least as favorable as the statutory schedules. For purposes of this Article IX (Vesting and Forfeitures), references to the minimum vesting and forfeiture provisions of the Code shall, for all intents and purposes, be a reference to the parallel minimum vesting and forfeiture provisions of ERISA unless the context clearly provides otherwise.

Employer Contributions (excluding Elective Deferrals, which must be non-forfeitable at all times) made to Non-Electing Church Plans or Governmental Plans, will satisfy the vesting requirements of Code § 411, if such Plan meets the vesting requirements resulting from the application of Code §§ 401(a)(4) and 401(a)(7) as in effect on September 1, 1974. Such Plans may provide that the vesting schedule satisfies either:

(a) one of the two minimum vesting schedules described in Code §411(a)(2)(B); or

(b) one of the three minimum vesting schedules described in the 2012 Directive for government plans:

(i) 15 year cliff vesting,

(ii) 5 to 20 years graduated vesting, or

(iii) in the case of a group in which substantially all Participants are qualified public safety employees (within the meaning of IRC § 72(t)(10)(B)) under a government plan, 20-year cliff vesting.

9.4 ***Impact of Breaks in Service on Vesting***

(a) General Rule. Unless the Sponsoring Employer elects in the Adoption Agreement to apply Subsection (b), both the pre-break and post-break Service of a Participant who has a Break in Service will count in vesting both the pre-break and post-break Employer-derived Account Balance.

(b) Rule of Parity. If the Sponsoring Employer elects in the Adoption Agreement to apply this Subsection (b), in the case of a Participant who has five (5) or more consecutive one (1)-year Breaks in Service, all Years/Periods of Vesting Service after such Breaks in Service will be disregarded for the purpose of vesting the Employer-derived Account Balance that accrued before such Breaks in Service. Such Participant's Years/Periods of Vesting Service before such Breaks in Service

will count for the purpose of vesting the Employer-derived Account Balance that accrues after such Breaks in Service only if either:

(i) Such Participant has a Vested Interest in the Account Balance attributable to Employer Contributions (including Elective Deferrals) at the time of Severance from Employment; or

(ii) Upon returning to Service the number of consecutive one (1)-year Breaks in Service is less than the number of Years/Periods of Vesting Service.

Separate Accounts will be maintained for the Participant's pre-break and post-break Employer-derived Account Balance. Both Accounts will share in earnings and losses.

Notwithstanding the foregoing, the Employer may elect a vesting Break in Service provision in the Adoption Agreement that is more favorable to Employees than the rule of parity set forth above.

9.5 ***Date for Reinstatement of Years/Periods of Vesting Service***
If a Participant's Years/Periods of Vesting Service before a Break in Service are required to be taken into consideration, such Service will be taken into consideration as of the Participant's reemployment commencement date or such other date elected by the Employer in the Adoption Agreement (provided, however, that such other date is not later than the date on which the Participant has completed one (1) Year/Period of Vesting Service after returning to employment, with the completion of such Year/Period of Vesting Service being determined in accordance with the Plan's vesting computation period).

The "reemployment commencement date" is the first day on which the Employee is credited with an Hour of Service for the performance of duties.

9.6 ***Vesting of Employee Contributions***
Employee Contributions and Rollover Contributions shall be nonforfeitable when made to the Plan.

9.7 ***Vesting of Employer Contributions***
Employer Contributions shall be vested in accordance with the vesting schedule elected by the Employer in the Adoption Agreement; provided, however, that Employee Contributions, Qualified Nonelective Contributions and Non-QACA Safe Harbor Contributions shall be nonforfeitable when made to the Plan.

9.8 ***Full Vesting Upon Certain Events***
Notwithstanding the vesting schedule elected by the Employer in the Adoption Agreement, a Participant's right to his or her Account Balance under the Plan must be nonforfeitable upon the attainment of Normal Retirement Age, upon the complete or partial termination of the Plan applicable to a Participant's Account, or upon the complete discontinuance of Employer Contributions. In addition, a Participant's right to his or her Account Balance shall be nonforfeitable if, prior to the Participant's Severance from Employment, the Participant dies, terminates employment due to Disability or attains Early Retirement Age, unless the Employer elects in the Adoption Agreement to apply the Plan's vesting schedule to such events.

9.9 ***Computing the Vested Interest***
For purposes of distributions or withdrawals hereunder, a Participant's Vested Interest in his or her Account attributable to Employer Contributions (other than Elective Deferrals and Non-QACA Safe Harbor Contributions) shall be determined by multiplying the Participant's vested percentage applicable on the date of such determination (based on the Participant's Years/Periods of Vesting Service, if applicable) by the Value of the Account attributable to Employer Contributions (other than Elective Deferrals and Non-QACA Safe Harbor Contributions) on the date of such determination or, if the date of determination is not a Valuation Date, the Valuation Date immediately preceding such determination date. The amount attributable to Employer Contributions for purposes of the determination of the Vested Interest shall include amounts previously withdrawn or distributed and not repaid in accordance with this Article. However, the Participant's Vested Interest, once determined in accordance with this Section, shall be reduced to reflect those amounts previously withdrawn or distributed and not repaid in accordance with this Article. If applicable, the Vested Interest may be determined separately with respect to each Employer Contribution type. The Plan Administrator shall maintain a record of the Participant's Vested Interest that shall continue to share in the investment earnings and losses of the Plan or Funding Arrangement, as applicable, until withdrawn or distributed hereunder.

9.10 ***Amendment of Vesting Schedule***
If the Plan's vesting schedule is amended, or the Plan is amended in any way that directly or indirectly affects the computation of the Participant's nonforfeitable percentage (provided the Plan is not a Non-ERISA Plan), each Participant with at least three (3) Years/Periods of Vesting Service with the Controlled Group Employer may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed under the Plan without regard to such amendment or change. For Participants who do not have at least one (1) Hour of Service in any Plan Year, the preceding sentence shall be applied by substituting "five (5) Years/Periods of Vesting Service" for "three (3) Years/Periods of Vesting Service" where such language appears. The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

(a) Sixty (60) days after the amendment is adopted;

(b) Sixty (60) days after the amendment becomes effective; or

(c) Sixty (60) days after the Participant is issued written notice of the amendment by the Employer or Plan Administrator.

If the Non-ERISA Plan's vesting schedule is amended or such Plan is amended in any way that directly or indirectly affects the computation of the Participant's nonforfeitable percentage, such change must not discrimination in favor of officer, shareholders or Highly Compensated Employees and must continue to provide for nonforfeitable interest upon the attainment of Normal Retirement Age, upon the complete or partial termination of the Plan applicable to a Participant's Account, or upon the complete discontinuance of Employer Contributions or completion of the stated age and Years of Service requirement.

9.11 ***Amendments Affecting Vested and/or Accrued Benefits***

(a) No amendment to the Plan shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit. This includes a Plan amendment that decreases a Participant's accrued benefit, or otherwise places greater restrictions or conditions on a Participant's right to ERISA § 204(g) [Code § 411(d)(6)] protected benefits, even if the amendment merely adds a restriction or condition that is permitted under the vesting rules in Code § 411(a)(3) through (11). Notwithstanding the preceding sentence, a Participant's Account Balance may be reduced to the extent permitted under Code § 412(d)(2) or to the extent permitted under Treas. Reg. §§ 1.411(d)-3 and 1.411(d)-4. For purposes of this paragraph, a Plan amendment that has the effect of decreasing a Participant's Account Balance, with respect to benefits attributable to Service before the amendment, shall be treated as reducing an accrued benefit. Furthermore, if the vesting schedule of a Plan is amended, in the case of an Employee who is a Participant as of the later of the date such amendment is adopted or the date it becomes effective, the nonforfeitable percentage (determined as of such date) of such Employee's Employer-derived accrued benefit will not be less than the percentage computed under the Plan without regard to such amendment.

(b) No amendment to the Plan shall be effective to eliminate or restrict an optional form of benefit. The preceding sentence shall not apply to a Plan amendment that eliminates or restricts the ability of a Participant to receive payment of his or her Account Balance under a particular optional form of benefit if the amendment provides a single-sum distribution form that is otherwise identical to the optional form of benefit being eliminated or restricted. For this purpose, a single-sum distribution form is otherwise identical only if the single-sum distribution form is identical in all respects to the eliminated or restricted optional form of benefit (or would be identical except that it provides greater rights to the Participant) except with respect to the timing of payments after commencement.

9.12 ***Non-vested Amounts Treated as Separate Contract***

(a) Each type of contribution made by the Employer on behalf of a Participant that is subject to a different vesting schedule will be credited to a separate bookkeeping Account. Any portion of such Account in which the Participant is not vested shall be accounted for separately and treated as a contract to which Code § 403(c) (or another applicable provision of the Code) applies.

(b) On or after the date on which the Participant's interest in the separate Account becomes nonforfeitable, the contract shall be treated as an Annuity Contract if:

(i) No election has been made under Code § 83(b) with respect to the contract;

(ii) The Participant's interest in the separate Account has been subject to a substantial risk of Forfeiture before becoming nonforfeitable;

(iii) Contributions subject to different vesting schedules have been maintained in separate Accounts; and

(iv) The separate Account at all times satisfied the requirements of Code § 403(b) except for the nonforfeitability requirement in Code § 403(b)(1)(C).

(c) If only a portion of the Participant's interest in a separate Account becomes nonforfeitable in a year, then that portion of the contract will be considered an Annuity Contract and the remaining forfeitable portion will be considered a separate contract to which Code § 403(c) (or another applicable provision of the Code) applies. Each contribution (and earnings thereon) that is subject to a different vesting schedule must be maintained in a separate Account for the Participant.

(d) The foregoing provisions of this Section shall in no way limit the deduction from such separate Accounts of such fees and charges as may be imposed by the Funding Agent or Vendor, as applicable, or such other Plan expense charges which may be charged to the Accounts under applicable law.

9.13 ***Treatment and Allocation of Forfeitures***

A Forfeiture shall occur upon the events specified in the definition of "Forfeiture" set forth in Article I (Definitions). Any Forfeitures occurring will be disposed of or reallocated in accordance with the Employer's elections in the Adoption Agreement, including, without limitation, use of such Forfeitures to restore Participants' Accounts in accordance with this Article, to reduce or increase Employer Contributions for the next Plan Year, for reallocation among Participants' Accounts in accordance with the Forfeiture allocation method of the Plan based on a definite uniform formula hereunder, or to offset Plan expenses. In the

absence of such elections in the Adoption Agreement, any Forfeitures will be used to restore Participants' Accounts, to offset Plan expenses, to reduce or increase Employer Contributions for the next Plan Year, for reallocation as Matching Contributions based on Elective Deferrals, and for reallocation among the Participant's Accounts based on their relative Compensation, in the order determined by the Plan Administrator in its sole discretion. Except as specifically provided in the Plan, a Participant shall be entitled to an allocation of Forfeitures for the Plan Year only if the Participant satisfies any Forfeiture allocation requirement set forth by the Employer in the Adoption Agreement. Forfeitures shall be applied for the Plan Year in which such Forfeitures arise and in subsequent Plan Years as necessary until all Forfeitures have been applied. Forfeitures will be disposed or reallocated as of the date(s) elected in the Adoption Agreement. The provisions of this Section are subject to any Forfeiture provisions of the Plan under a QACA Safe Harbor or a Non-QACA Safe Harbor, if applicable. Forfeitures cannot be used as Qualified Nonelective Contributions, Qualified Matching Contributions or Elective Deferrals.

9.14 ***Forfeitures Pending Reallocation or Disposition***

Forfeitures that are pending reallocation or disposition may remain in Participants' Accounts or may be transferred to, and temporarily held in, a forfeiture account in the sole discretion of the Plan Administrator; provided, however, that no Forfeiture temporarily held in a forfeiture account shall remain unallocated beyond the end of the Plan Year in which the forfeiture occurs or, if the Employer elects in the Adoption Agreement to use Forfeitures to reduce Plan expenses or Employer Contributions, such Forfeitures shall be used promptly in the Plan Year in which they occur or, in appropriate situations, no later than the immediately succeeding Plan Year. Amounts held in a forfeiture account may share in the investment earnings and losses of the Plan or Funding Arrangement, as applicable, if so determined by the Plan Administrator pursuant to Plan provisions. The Plan Administrator shall establish such administrative procedures as required to monitor and ensure that current year Forfeitures will be timely used or otherwise disposed of in accordance with this Section.

9.15 ***Forfeitures – Withdrawal of Employee Contributions***

No Forfeitures will occur solely as a result of an Employee's withdrawal of Employee Contributions (and earnings thereon) prior to a Severance from Employment.

9.16 ***Restoration of Forfeitures***

A Participant who has a Vested Interest of less than one hundred percent (100%) of his or her Account and who has received a distribution or is deemed to have received a distribution of his or her Vested Interest in accordance with the Plan shall be entitled to a restoration of any Forfeiture resulting therefrom, provided the Participant resumes participation under the Plan before he or she incurs five (5) consecutive one (1)-year Breaks in Service.

Such Forfeiture shall be restored by the last day of the Plan Year following the Plan Year the Participant resumes participation under the Plan. Notwithstanding any Forfeiture allocation method elected by the Employer in the Adoption Agreement, the restoration shall be made from one or more of the following sources as determined by the Plan Administrator: the current Plan Year's Forfeitures, if any; additional Employer Contributions; and available investment earnings for the Plan Year.

For purposes of the restoration of Forfeitures, a Participant is required to repay to the Plan the full amount of the distribution no later than the earlier of the date he incurs his fifth consecutive one (1)-year Break in Service after the date of distribution or the date that is five (5) years after the date he is re-employed by the Employer. If an Employee is deemed to receive a distribution, and the Employee resumes employment covered under this Plan before the date the Participant incurs five (5) consecutive one (1)-year Breaks in Service, upon the reemployment of such Employee, the employer-derived Account Balance of the Employee will be restored to the amount on the date of such deemed distribution.

9.17 ***Reinstatement of Benefits***

If a benefit is forfeited because the Participant or Beneficiary cannot be found, such benefit will be reinstated if a claim is made by the Participant or Beneficiary. Such reinstated Forfeiture shall not be adjusted for earnings from the date of Forfeiture to the date of reinstatement.

9.18 ***Forfeitures of Certain Matching Contributions***

Notwithstanding any otherwise conflicting provision in the Plan, Matching Contributions must be forfeited if the contributions to which they relate are Excess Deferrals (unless the Excess Deferrals are for NHCEs), or Excess Aggregate Contributions.

9.19 ***Vesting During Qualified Military Service***

Notwithstanding any otherwise conflicting provision in the Plan, the period of Qualified Military Service of an Employee who is reemployed with the Controlled Group Employer under USERRA shall be taken into consideration for the purpose of determining such Employee's Years/Periods of Vesting Service. In the case of an Employee who dies while performing Qualified Military Service after January 1, 2007, the Plan must give vesting credit for the Period of Service. Vesting credit may be provided, but is not required, where the Employee is Disabled while performing Qualified Military Service.

9.20 ***Multiple Employer Plan***

Notwithstanding any provision of the Plan to the contrary, for purposes of applying ERISA § 203 [Code § 411] to the Plan, the provisions of Article II (Eligibility and Participation) relating to multiple employer plans shall apply, except that the application of any rules with respect to Breaks in Service shall be made under DOL Regulations.

ARTICLE X
INVESTMENT OF PLAN ASSETS

10.1 ***Investment Funds***

The Named Fiduciary shall in its sole discretion determine and select the Funding Agent(s) and, subject to any applicable law, the number and type of Investment Funds to be offered under a Funding Arrangement. The Named Fiduciary may, in its sole discretion, change the Plan's Investment Funds from time to time with respect to future periods. The Named Fiduciary shall communicate the same and any changes therein in writing to the Plan Administrator. Subject to any nondiscrimination requirements of the Code and any applicable law, the Named Fiduciary may in its sole discretion determine which Participants' Accounts are eligible to invest in any Investment Fund. Unless otherwise provided hereunder, each Participant will have a ratable interest in all assets under the Plan. The interest of each Participant or Beneficiary under the Plan deemed invested in any Investment Fund shall be an undivided interest. Unless the Plan Administrator determines otherwise, investment gains or losses shall be determined separately for each Investment Fund.

Rights of ownership of securities held in an Investment Fund, including voting rights, tender rights, and rights to exercise exchange offers, shall be passed through to the Participants (or, if applicable, their Beneficiaries) whose Accounts are invested in such Investment Funds. If applicable, these rights shall be exercised by the Participant (or Beneficiary) in accordance with the policies, practices and procedures of the Plan Administrator and the documents governing the Investment Fund. Nothing herein shall be construed as requiring the mailing of proxy voting materials to Participants or their Beneficiaries.

10.2 ***Loan Account***

If a loan from the Plan to a Participant is approved in accordance with the provisions of the immediately succeeding Article (In-Service Withdrawals and Loans), the Plan Administrator shall direct the establishment and maintenance of a loan Account in the Participant's name. The loan Account shall reflect the Participant's outstanding loan balance which will be reported to the Participant periodically. Notwithstanding any other provision of the Plan to the contrary, interest and principal payments received with respect to a Participant's loan Account shall be allocated to the Participant's Account. The Participant's loan Account shall be treated as an Investment Fund hereunder and the Participant's election of a Plan loan shall be treated as an affirmative investment election.

10.3 ***Participant Investment Direction***

In accordance with the procedures and requirements established by the Plan Administrator, each Participant (or his or her Beneficiary) shall designate one or more Investment Funds established pursuant to this Article for the investment of his or her Account. The amounts credited to a Participant's Account for each payroll period shall be deemed allocated by the Plan Administrator among the Investment Funds in accordance with the election made by the Participant. Unless otherwise provided by the Plan Administrator, the percentage elected for investment in any one of the Investment Funds must be a multiple of one percent (1%). In accordance with the procedures and requirements established by the Plan Administrator, and subject to the terms and conditions of any affected Investment Fund, a Participant may elect to change his or her investment designation with respect to future contributions under the Plan or to elect to transfer investments from any Investment Fund to any other Investment Fund. Any change in the allocation of future contributions or transfers between Investment Funds by the Participant shall become effective as of the first Valuation Date following the Plan Administrator's receipt of the Participant's instructions or, if later, as soon as administratively feasible thereafter.

If elected by the Sponsoring Employer, the Plan is intended to be a Plan described in ERISA § 404(c) provided the Plan satisfies the requirements of such Section. A Fiduciary shall not be liable for any investment losses that result from a Participant's affirmative investment election.

Notwithstanding this Section 10.3, this Section shall not apply if Employer investment direction is elected by the Sponsoring Employer in the Adoption Agreement with respect to Employer Nonelective Contributions held in the Participant's Account or, if applicable, such portions thereof attributable to specific contribution types specified by the Sponsoring Employer in the Adoption Agreement.

Each Vendor and the Plan Administrator shall exchange such information as may be necessary to satisfy Code § 403(b) or other requirements of applicable law. In the case of a Vendor that is not eligible to receive Elective Deferrals under the Plan (including a Vendor that has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan), the Eligible Employer shall keep the Vendor informed of the name and contact information of the Plan Administrator in order to coordinate information necessary to satisfy Code § 403(b) or other requirements of applicable law.

10.4 ***Qualified Default Investment Alternative***

If the Plan contains an Automatic Contribution Arrangement (as such term is defined herein), contributions made under the ACA shall be invested in a default Investment Fund selected by the Named Fiduciary for such purpose unless and until the Participant makes an affirmative election with respect to the investment of such contributions pursuant to this Article. Upon the Participant's failure to make an affirmative election with respect to the investment of contributions allocated to such Participant's Account, such contributions may be invested in a default Investment Fund selected by the Employer for such purpose unless and until the Participant makes an affirmative election with respect to the investment of such contributions pursuant to this Article. If specified by the Employer in the Pension Services Agreement, any default Investment Fund must be a Qualified Default Investment Alternative (QDIA) as such term is defined under applicable DOL Regulations. A Fiduciary shall not be liable for any investment losses that result notwithstanding that the Participant did not affirmatively elect to invest

in the Qualified Default Investment Alternative. This relief from liability applies whether or not the Plan is intended to be an ERISA § 404(c) plan.

10.5 ***Self-Directed Brokerage Accounts (SDAs)***

The Named Fiduciary may specify in the Pension Services Agreement to allow self-directed brokerage accounts ("SDAs") under the Plan pursuant to which Participants who are permitted to direct the investment of their Accounts may, subject to such conditions or procedures as may be imposed by the Plan Administrator, invest in investments other than the designated Investment Funds; provided, however, that such other investments are restricted to permissible investments under Code § 403(b). Neither the Plan Administrator (nor any other Plan Fiduciary) nor the Recordkeeper is required to review or be responsible for the investment selections made or the investment results arising from a Participant's investment selections under a SDA. Any earnings, losses, expenses or taxes associated with the Participant's SDA will be a part of, and only allocated to such account subject to the Plan's Forfeiture provisions. The availability of SDAs under the Plan and Participant investments therein shall not affect any relief granted to any Fiduciary by law, including without limitation ERISA § 404(c), for a Participant's exercise of investment control under the Plan.

10.6 ***Redemption Fees and Trading Restrictions***

Notwithstanding any otherwise conflicting provision in the Plan, a redemption fee may apply on transfers out of an Investment Fund as required by the issuer, provider or manager of such Investment Fund or their respective Affiliates. In addition, the Investment Funds may also have trading restrictions as required by the issuer, provider or manager of such Investment Fund or their respective Affiliates.

10.7 ***Investment Policy Statement***

The Named Fiduciary (or its designee) may adopt an investment policy statement as guidance for the selection and monitoring of Investment Funds under the Plan.

10.8 ***Rules and Regulations***

The Plan Administrator may promulgate forms and any additional rules and regulations it deems necessary or appropriate to govern all aspects of this Article.

10.9 ***Disclaimer***

The Sponsoring Employer, the Named Fiduciary and the Plan Administrator make no endorsement, guarantee or any other representation and shall not be liable to the Plan or to any Participant, Beneficiary, or any other person with respect to (a) the financial soundness, investment performance, fitness, or suitability of any investment option offered pursuant to the Plan or any investment vehicle in which amounts deferred under the Plan are actually invested, (b) the tax consequences of the Plan to any Participant, Beneficiary or any other person, and (c) any losses incurred due to any delay in implementing a Participant's investment choice pursuant to this Article.

10.10 ***Incidents of Ownership***

If the Plan permits Participants (or Beneficiaries) to make investment decisions with respect to their Accounts, and unless otherwise directed by the Plan Administrator or Employer, a Participant (or Beneficiary, if applicable) shall exercise control with respect to voting, tender or similar rights appurtenant to the Participant's (or Beneficiary's) ownership interest in an Investment Fund. In such case, the Participant (or Beneficiary, if applicable) shall be given a reasonable opportunity to give instruction with respect to such incidents of ownership, including the provision of sufficient information to make an informed decision.

10.11 ***Information Provided by the Employee***

Each Participant shall provide at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the administration of the Plan, including any information required under the terms governing a Funding Arrangement.

ARTICLE XI
IN-SERVICE WITHDRAWALS AND LOANS

11.1 ***In General***

(a) Any withdrawal or distribution made pursuant to any Section of this Article shall be subject to the provisions of Article XIII (Distribution Requirements) hereof except as otherwise provided in such Article. More specifically, and without intending to limit the scope of the foregoing, all distributions under this Article shall comply with the minimum distribution rules of Code § 401(a)(9) as described in Article XIII (Distribution Requirements), including but not limited to the minimum incidental death benefit rule of Code § 401(a)(9)(G), the temporary waiver rule of Code § 401(a)(9)(H), and the Treasury Regulations thereunder. In addition, if the Plan does not satisfy the Spousal Annuity Plan Exception, a Participant's withdrawal or distribution election pursuant to any Section of this Article shall be subject to Spousal Consent (as further described in such Article) unless specifically provided otherwise in such Section.

(b) Except as provided in this Article, and solely for purposes of benefits payment under the Plan, a Participant who is still in active Service shall not be entitled to a distribution of the Vested Interest in his or her Account at any time prior to the earliest to occur of Severance from Employment, death, Disability, the termination of the Plan or the attainment of age 59½. For purposes of the foregoing, the Plan will be considered terminated if the Employer and any Controlled Group Employer on the date of termination do not make contributions to an alternative section 403(b) plan at any time during the period beginning on the date of the Plan termination and ending twelve (12) months after all assets have been distributed from the Plan in the form of a lump sum to the Participants, except as permitted by Treasury Regulations and subject to any restrictions contained in the terms governing the applicable Funding Arrangement. Amounts withdrawn from the Participant's Account pursuant to this Article shall be withdrawn based on ordering rules and procedures that are applied by the Plan Administrator on a uniform and nondiscriminatory basis, subject to any restrictions contained in the terms governing the applicable Funding Arrangement. A Participant who receives a distribution pursuant to any Section of this Article is not permitted to redeposit such distribution into the Plan unless such distribution is an In-Plan Roth Conversion Contribution (as defined in Article III (Employee Contributions)) permitted hereunder. Except as specifically provided herein or in any applicable Treasury Regulation, a Participant who has elected to receive a distribution pursuant to this Article shall continue to receive an allocation of any future Employer Contributions that such Participant is otherwise entitled to receive under the Plan.

(c) A withdrawal, distribution or loan election properly made pursuant to a Section of this Article shall, so long as made in accordance with the uniform and nondiscriminatory administrative rules and procedures of the Plan, be implemented as soon as administratively feasible following the election or, if later, the withdrawal or distribution date requested as part of the election; provided, however, that the Plan Administrator receives all information necessary or required to implement the request. The fair market value of any distribution or withdrawal made under this Article shall be determined on the Valuation Date coinciding with the date on which the Participant's Account is liquidated for purposes of making such distribution or withdrawal or, if the liquidation date is not a Valuation Date, on the Valuation Date immediately preceding the liquidation date of the Account. As part of a withdrawal or distribution election made under a Section of this Article, the Participant may request that such withdrawal or distribution from his or her Account be made as of a fixed and determinable date provided such date is permissible under the Plan or applicable Funding Arrangement.

11.2 ***Hardship Withdrawal of Certain Contributions***

(a) In General. To the extent permitted by the terms governing the applicable Funding Arrangment, if elected in the Adoption Agreement, a Hardship Withdrawal of Elective Deferrals (which may exclude or include any earnings credited as of December 31, 1988 to a Participant's Elective Deferral Account if so elected in the Adoption Agreement) may be made to a Participant in the event of his or her election to receive a Hardship Withdrawal. If elected in the Adoption Agreement, a Hardship Withdrawal may also include any amount credited to (i) the Participant's Roth Elective Deferral Account (excluding the income allocable thereto), (ii) the Participant's After-Tax Contributions, Mandatory Pre-Tax Contributions, and Rollover Contributions Accounts (and the income allocable thereto), (iii) the vested portion of the Participant's Nonelective Contributions and Matching Contributions Accounts (and the income allocable thereto) [other than such amounts originally contributed to a Custodial Account after December 31, 1988], and (iv) Qualified Matching Contribution and Qualified Nonelective Contribution Accounts (and the income allocable thereto) credited as of the later of December 31,1988, and the end of the last Plan Year ending before July 1, 1989 (other than such amounts attributable to a Custodial Account after December 31, 1988). A Hardship Withdrawal shall not be made from a Participant's Safe Harbor Matching Contributions and Nonelective Contributions Accounts, if any. A Hardship Withdrawal may only be made due to an immediate and heavy financial need of the Employee and where the distribution is necessary to satisfy the immediate and heavy financial need. No Hardship Withdrawal shall exceed the amount available to a Participant for a Hardship Withdrawal even if such amount is less than the amount necessary to satisfy the immediate and heavy financial need.

(b) Safe Harbor Hardship Withdrawal Rules: Unless Subsection 11.2(c) (Non-Safe Harbor Hardship Withdrawal Rules) applies, the Plan Administrator's determination of whether a Hardship Withdrawal under this Section should be permitted shall be made pursuant to the safe harbor rules set forth in the Treasury Regulations issued under Code § 401(k).

(i) For purposes of this Subsection 11.2(b), the following are the only financial needs considered immediate and heavy:

(A) Expenses incurred or necessary for medical care, described in Code § 213(d), of the Employee, the Employee's Spouse, dependents or primary Beneficiary under the Plan;

(B) The purchase (excluding mortgage payments) of a principal residence for the Employee;

(C) Payment of tuition and related educational fees for up to the next twelve (12) months of post-secondary education for the Employee, the Employee's Spouse, children, dependents or primary Beneficiary under the Plan;

(D) Payments necessary to prevent the eviction of the Employee from, or a foreclosure on the mortgage of, the Employee's principal residence;

(E) Payments for funeral or burial expenses for the Employee's deceased parent, Spouse, child, dependent or primary Beneficiary under the Plan; and

(F) Expenses to repair damage to the Employee's principal residence that would qualify for a casualty loss deduction under Code § 165 (determined without regard to whether the loss exceeds ten percent (10%) of adjusted gross income).

Hardship Withdrawals under Subparagraphs (A), (C) and (E) of this Subsection (b)(i) on behalf of an Employee's primary Beneficiary (other than his or her Spouse) shall be permitted under the Plan unless otherwise elected in the Adoption Agreement. An Employee's "primary Beneficiary under the Plan" is an individual named as a Beneficiary under the Plan who has an unconditional right to all or a portion of the Employee's Account Balance under the Plan upon the Employee's death.

(ii) For purposes of this Subsection 11.2(b), a distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Employee only if:

(A) The distribution is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);

(B) The Employee has obtained all distributions (other than Hardship Withdrawals) and all nontaxable loans under all plans maintained by the Employer or by any other employer (except to the extent such actions would be counterproductive to alleviating the financial need); and

(C) All plans maintained by the Employer provide that the Employee's Elective Deferrals (pre-tax contributions and Voluntary After-Tax Contributions, if any) will be suspended for six (6) months after the receipt of the Hardship Withdrawal (even if such Hardship Withdrawal does not include any Elective Deferrals).

(c) Non-Safe Harbor Hardship Withdrawal Rules: If the Sponsoring Employer elects in the Adoption Agreement not to apply Subsection 11.2(b) (Safe Harbor Hardship Withdrawal Rules), the Plan Administrator's determination of whether a Hardship Withdrawal under this Subsection should be permitted shall be made based on the facts and circumstances.

(i) For purposes of this Subsection 11.2(c), whether a Participant has an immediate and heavy financial need is to be determined based on all the relevant facts and circumstances. A financial need may be immediate and heavy even if it was reasonably foreseeable or voluntarily incurred by the Participant. Financial needs considered immediate and heavy include, but are not limited to, the following:

(A) Expenses incurred or necessary for medical care, described in Code § 213(d), of the Employee, the Employee's Spouse, dependents or primary Beneficiary under the Plan;

(B) The purchase (excluding mortgage payments) of a principal residence for the Employee;

(C) Payment of tuition and related educational fees for up to the next twelve (12) months of post-secondary education for the Employee, the Employee's Spouse, children, dependents or primary Beneficiary under the Plan;

(D) Payments necessary to prevent the eviction of the Employee from, or a foreclosure on the mortgage of, the Employee's principal residence;

(E) Payments for funeral or burial expenses for the Employee's deceased parent, Spouse, child, dependent or primary Beneficiary under the Plan; and

(F) Expenses to repair damage to the Employee's principal residence that would qualify for a casualty loss deduction under Code § 165 (determined without regard to whether the loss exceeds ten percent (10%) of adjusted gross income).

Hardship Withdrawals under Subparagraphs (A), (C) and (E) of this Subsection (c)(i) on behalf of an Employee's primary Beneficiary (other than his or her Spouse) shall be permitted under the Plan unless otherwise elected in the Adoption Agreement. An Employee's "primary Beneficiary under the Plan" is an individual named as a Beneficiary under the Plan who has an unconditional right to all or a portion of the Employee's Account Balance under the Plan upon the Employee's death.

(ii) For purposes of this Subsection 11.2(c), a Hardship Withdrawal is treated as necessary to satisfy an immediate and heavy financial of an Employee only to the extent the amount of the distribution is not in excess of the amount required to satisfy the financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution). A Hardship Withdrawal is not treated as necessary to satisfy an immediate and heavy financial need of an Employee to the extent the need may be relieved from other resources that are reasonably available to the Participant. This determination generally is to be made on the basis of all the relevant facts and circumstances. For purposes of this Subsection, the Participant's resources are deemed to include those assets of the Participant's Spouse and minor children that are reasonably available to the Participant. An immediate and heavy financial need generally may be treated as not capable of being relieved from other resources that are reasonably available to the Employee if the Employer relies upon the Employee's representation (made in writing or other prescribed form), unless the Employer has actual knowledge to the contrary, that the need cannot reasonably be relieved:

(A) Through reimbursement or compensation by insurance or otherwise;

(B) By liquidation of the Participant's assets;

(C) By cessation of all Participant contributions under the Plan;

(D) By other currently available distributions (other than Hardship Withdrawals) and all nontaxable (at the time of the loan) loans, under all plans maintained by the Employer or by any other employer; or

(E) By borrowing from commercial sources on reasonable commercial terms in an amount sufficient to satisfy the need.

For purposes of this Subsection (c)(ii), a need cannot reasonably be relieved by one of the actions listed above if the effect would be to increase the amount of the need. For example, the need for funds to purchase a principal residence cannot reasonably be relieved by a Plan loan if the loan would disqualify the Employee from obtaining other necessary financing.

(d) Documentation. The Participant requesting a Hardship Withdrawal shall provide such documentation and information required or requested by the Plan Administrator to make a determination regarding the Participant's qualification to receive a Hardship Withdrawal. The Plan Administrator's determination is subject to the nondiscriminatory and objective criteria set forth in the Plan and will be made pursuant to any uniform and nondiscriminatory administrative rules and procedures of the Plan. The Hardship Withdrawal will be made as soon as administratively feasible following a favorable determination of hardship by the Plan Administrator. If a Hardship Withdrawal is permitted from more than one subaccount, the Plan Administrator may determine any ordering of a Participant's Hardship Withdrawals from such subaccounts.

(e) Spousal Consent. If the Plan is subject to the QJSA and QPSA rules of ERISA § 205 [Code §§ 401(a)(11) and 417] as described in Article XIV (QJSA and QPSA Requirements), a Participant must obtain the consent of his or her Spouse, if any, to obtain a Hardship Withdrawal under this Section.

11.3 ***In-Service Withdrawal of Certain Employer Contributions***

(a) Custodial Accounts. Unless otherwise restricted by the Employer in the Adoption Agreement, and only with respect to amounts originally contributed to a Custodial Account in the Plan within the meaning of Code §403(b)(7) and pursuant to the procedures established by the Plan Administrator, an Active Participant may elect to receive a distribution of the Vested Interest in his or her Account upon the attainment of age 59 ½.

This Subsection (a) shall not apply with respect to any amounts originally contributed to an Annuity Contract, if any, under the Plan.

(b) Annuity Contracts. Unless otherwise restricted by the Employer in the Adoption Agreement, and only with respect to amounts held in an Annuity Contract issued on or after January 1, 2009 under the Plan, an Active Participant may elect to receive a distribution of the Vested Interest in his or her Employer Contribution Account (other than amounts attributable to Elective Deferrals, Qualified Nonelective Contributions and Safe Harbor Contributions of any type) upon satisfaction of at least one or more of the following conditions elected in the Adoption Agreement:

(i) The Participant is an Employee who has been an Active Participant in the Plan for at least five (5) years (or, if greater, the number of years specified in the Adoption Agreement for such purpose); or

(ii) The Participant's Employer Contributions proposed to be withdrawn have been in the Plan for at least two (2) years (or, if greater, the number of years specified in the Adoption Agreement for such purpose).

This Subsection (b) shall not apply with respect to any amounts originally contributed to a Custodial Account, if any, under the Plan.

(c) Accounting for Transfers between Plan Investment Funds. The Plan Administrator or its agent shall, in addition to the other records it maintains, maintain a record of each of the amounts described in Subsections (a) and (b) above, on the basis of whether such amounts were originally contributed to an Annuity Contract or a Custodial Account and whether such contributions were originally made on or before or after December 31, 1988, and such Accounts need not reflect any subsequent transfers of such amounts among other Investment Funds under the Plan. Unless otherwise designated by the Participant in the request for distribution, the Plan Administrator shall treat a request for distribution from the Plan, whether from a Contract or a Mutual Fund, to be a request for a withdrawal to the extent of that amount from that portion of the Account of the Participant, if any, accounted for pursuant to this Section 11.3 by the Plan Administrator or its agent as an amount not subject to the withdrawal restriction of Section 11.3(a) or (b).

(d) Separate Account. If a distribution is made at a time when a Participant has a nonforfeitable right to less than one hundred percent (100%) of the Account Balance derived from Employer Contributions and the Participant may increase the nonforfeitable percentage in the Account:

(i) A separate Account will be established for the Participant's interest in the Plan as of the time of the distribution, and

(ii) At any relevant time the Participant's nonforfeitable portion of the separate Account will be equal to an amount ("X") determined by the formula: X = P(AB + (R x D)) - (R x D). For purposes of applying the formula: “P” is the nonforfeitable percentage at the relevant time, “AB” is the Account Balance at the relevant time, “D” is the amount of the distribution, and “R” is the ratio of the Account Balance at the relevant time to the Account Balance after distribution.

(e) Spousal Consent. If the Plan is subject to the QJSA and QPSA rules of ERISA § 205 [Code §§ 401(a)(11) and 417] as described in Article XIV (QJSA and QPSA Requirements), a Participant must obtain the consent of his or her Spouse, if any, to obtain an in-service withdrawal under this Section.

11.4 ***In-Service Withdrawal of Certain Other Contributions***

(a) Elective Deferrals. If permitted by the Employer in the Adoption Agreement, an Active Participant who has attained the age of 59½ (or, if greater, the age specified in the Adoption Agreement for such purpose) may elect to receive a distribution of all or a portion of his or her entire Account attributable to Elective Deferrals, Qualified Nonelective Contributions and Safe Harbor Contributions of any type.

(b) After-Tax Contributions, Etc. If permitted by the Employer in the Adoption Agreement, an Active Participant may elect to receive a distribution of all or a portion of his or her entire Account attributable to After-Tax Contributions, if any, and Rollover Contributions at any time or upon the occurrence of such events permitted under the Adoption Agreement.

(c) Spousal Consent. If the Plan is subject to the QJSA and QPSA rules of ERISA § 205 [Code §§ 401(a)(11) and 417] as described in Article XIV (QJSA and QPSA Requirements), a Participant must obtain the consent of his or her Spouse, if any, to obtain an in-service withdrawal under this Section.

11.5 ***Distributions Pursuant to Domestic Relations Orders***

(a) Qualified Domestic Relations Orders. The Plan Administrator shall authorize the distribution of a Participant’s Accumulated Benefit (or, if applicable, a specified portion thereof) hereunder if such distribution is required to be made to an Alternate Payee (pursuant to a Qualified Domestic Relations Order (QDRO), as described in Code § 414(p), and in accordance with the Plan’s uniform and nondiscriminatory QDRO administrative procedures. Such distribution shall be made at the time and in the manner specified in the QDRO following its effective date (or, if later, the date the QDRO is determined to be qualified) even if the distribution is made before the time the Participant’s Account becomes immediately distributable hereunder. Notwithstanding the foregoing, a QDRO shall not bestow upon an Alternate Payee any rights and benefits, including elections or the timing of elections and of the actions requested thereby, not provided or permitted to a Participant in the Plan. The determination as to whether a QDRO is qualified shall be the responsibility of the Plan Administrator or its designee, and such determination shall be final and conclusive subject to the Plan’s claims review procedure. The Plan, the Employer, the Plan Administrator or its designee, and the Vendor, if any, shall not be liable in any manner to any person, including any Participant or Beneficiary, for complying with any such court order or judgment. Pending the determination of whether a domestic relations order is a QDRO, the Plan Administrator or its designee may freeze or segregate the Participant’s Account as required.

(b) Other Domestic Relations Orders. If the Plan is a Non-Electing Church Plan or a Governmental Plan, and unless otherwise elected in the Adoption Agreement, the Plan Administrator shall authorize the distribution of a Participant’s Accumulated Benefit (or, if applicable, a specified portion thereof) hereunder if such distribution is required to be made to an Alternate Payee pursuant to a domestic relations order (DRO), whether or not such DRO is a QDRO, and in accordance with the Plan’s uniform and nondiscriminatory DRO administrative procedures. Such distribution shall be made at the time and in the manner specified in the DRO following its effective date (or, if later, the date the DRO is approved by the Plan Administrator) even if the distribution is made before the time the Participant’s Account becomes immediately distributable hereunder. Notwithstanding the foregoing, a DRO shall not bestow upon an Alternate Payee any rights and benefits, including elections

or the timing of elections and of the actions requested thereby, not provided or permitted to a Participant in the Plan. The Plan, the Employer, the Plan Administrator or its designee, and the Vendor, if any, shall not be liable in any manner to any person, including any Participant or Beneficiary, for complying with any such court order or judgment. Pending the approval of a domestic relations order, the Plan Administrator or its designee may freeze or segregate the Participant's Account as required.

11.6 ***Withdrawals While Performing Active Duty***

(a) Generally. Solely for purposes of eligibility for distributions, a Participant who is on Qualified Military Leave shall be treated as having incurred a Severance from Employment and may elect a withdrawal of his or her vested Account. In the event that a Participant elects to receive a withdrawal pursuant to this Section, he or she shall be suspended from making Elective Deferrals or After-Tax Contributions under the Plan and all other plans maintained by the Employer, during the six (6) months period beginning on the date of such withdrawal.

(b) Qualified Reservist Distributions. Subsection (a) shall not apply if the Participant is eligible to receive a Qualified Reservist Distribution that is permitted under the Adoption Agreement, in which event the Participant's withdrawal election shall be treated as an election to receive a Qualified Reservist Distribution. A "Qualified Reservist Distribution" is any distribution to a Participant from such Participant's Account (attributable to Elective Deferrals, QNECs, and Safe Harbor Contributions) during an active duty period that lasts longer than 179 days or for an indefinite period. Qualified Reservist Distributions apply for Participants who (by reason of being a member of a reserve component, as defined in Section 101 of Title 37, United States Code) are called to active duty after September 11, 2001.

(c) Consent. All distributions that may be made pursuant to one or more of the foregoing distributable events are subject to the Participant and Spousal Consent requirements (if applicable) contained in Code §§ 401(a)(11) and 417, as such requirements are described in Article XIV (QJSA and QPSA Requirements) hereof.

11.7 ***Loans to Participants and Beneficiaries***

(a) In General. To the extent permitted by the terms governing the applicable Funding Arrangment, if elected by the Sponsoring Employer in the Adoption Agreement, and subject to Code § 4975(d)(1) and the loan policy (the "Loan Policy Document") adopted by the Plan Administrator, the Plan Administrator may make loans to Participants (and, if elected in the Loan Policy Document, to their Beneficiaries in the event of the Participant's death) under the following circumstances:

(i) Loans shall be made available to all Participants and Beneficiaries on a reasonably equivalent basis.

(ii) Loans shall only be made to a Beneficiary who is a "party in interest," as such term is defined under section 3(14) of ERISA.

(iii) Loans shall not be made available to Highly Compensated Employees in an amount greater than the amount made available to other Employees.

(iv) Loans must be adequately secured and bear a reasonable interest rate.

(v) No Participant loan shall exceed the present Value of the Participant's vested accrued benefit.

(vi) If the Plan is subject to the QJSA and QPSA rules of ERISA § 205 [Code §§ 401(a)(11) and 417] as described in Article XIV (QJSA and QPSA Requirements), a Participant must obtain the consent of his or her Spouse, if any, to use of the Account Balance as security for the loan.

(A) Spousal Consent shall be obtained no earlier than the beginning of the one hundred eighty (180) day period that ends on the date on which the loan is to be so secured. The consent must be in writing, must acknowledge the effect of the loan, and must be witnessed by a Plan representative or notary public. Such consent shall thereafter be binding with respect to the consenting Spouse or any subsequent Spouse with respect to that loan. A new consent shall be required if the Account Balance is used for renegotiation, extension, renewal, or other revision of the loan.

(B) If a valid Spousal Consent has been obtained in accordance with the immediately preceding paragraph and less than 100% of the Participant's Vested Account Balance (as defined below in Article XIV)(determined without regard to the preceding sentence) is payable to the surviving Spouse, then the Account Balance shall be adjusted by first reducing the Vested Account Balance by the amount of the security used as repayment of the loan, and then determining the benefit payable to the surviving Spouse.

(vii) Notwithstanding any other provision of the Plan, the portion of the Participant's Vested Account Balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into consideration for purposes of determining the amount of the Account Balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.

(viii) In the event of default, foreclosure on the note and attachment of security will not occur until a distributable event occurs in the Plan.

(ix) No loan to any Participant or Beneficiary can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant or Beneficiary would exceed the lesser of:

(A) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or

(B) One-half the present Value of the nonforfeitable accrued benefit of the Participant or, if greater, the total accrued benefit up to $10,000.

For the purpose of the above limitation, all loans from all plans of the Controlled Group Employer are aggregated.

(x) Furthermore, any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five (5) years from the date of the loan, unless such loan is used to acquire a dwelling unit that within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant. An assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this Section.

(b) Loan Policy Document. The Plan Administrator shall prescribe in the Loan Policy Document such further rules, regulations and procedures consistent with the provisions of this Section concerning loans as the Plan Administrator deems advisable.

(c) Loan Repayment Suspension Permitted During Military Service. If permitted by the Loan Policy Document, the Plan may suspend an Employee's obligation to repay any loan from the Plan for any period during which such Employee is performing service in the uniformed services (as defined in USERRA), whether or not such service is Qualified Military Service.

11.8 ***Transfers From the Plan***

(a) The Plan Administrator may permit a transfer from the Plan (other than through a Direct Rollover) of all or any of the assets held for the benefit of an Employee or Participant (or, if applicable, a Beneficiary) to any other plan maintained by the Employer or other Controlled Group Employer that satisfies the applicable requirements of Code *§* 403(b) and that is compatible with the Plan, without regard to whether the Employee's or Participant's benefit is immediately distributable, provided the following requirements are met:

(i) The Plan provides for direct transfers of assets pursuant to the Adoption Agreement;

(ii) In the case of a transfer for a Participant, the Participant is an Employee or former Employee of the Employer;

(iii) The Participant or Beneficiary whose assets are being transferred has an Accumulated Benefit immediately after the transfer at least equal to the Accumulated Benefit with respect to that Participant or Beneficiary immediately before the transfer;

(iv) To the extent that any amount transferred is subject to any statutory distribution restrictions, such as those specified in Treas. Reg. 1.403(b)-6, the transferred amounts are subject to statutory restrictions on distributions under the transferee plan that are not less stringent than those imposed under the Plan; and

(v) If a transfer from the Plan does not constitute a complete transfer of the Participant's or Employee's interest in the Plan, the transferee plan treats the amount transferred as a continuation of a pro rata portion of the Participant's or Employee's interest in the Plan (for example, a pro rata portion of the Participant's or Employee's interest in any After-Tax Contributions).

(b) Any amounts transferred under Subsection (a) shall be transferred pursuant to Code § 414(l)(1) and, if applicable to the Plan, consistent with ERISA § 204(g) and Treas. Reg. § 411(d)-4, Q&A-3.

(c) To the extent permitted by applicable law and subject to rules and procedures established by the Plan Administrator, an Employer may request a transfer of all Accounts maintained under its Plan to another section 403(b) plan that it has established.

(d) The Plan Administrator may require such documentation from the other plan as it deems necessary to effectuate a transfer in accordance with the requirements of this Section and Treas. Reg. § 1.403(b)-10(b)(3), and to confirm that any other plan involved in the transfer satisfies Code § 403(b).

11.9 ***Transfers to Purchase Service Credit***

(a) If elected in the Adoption Agreement, purchases of service credit shall be permitted under the Plan as provided in this Section.

(b) 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 Accumulated Benefit transferred to the defined benefit Governmental Plan. A transfer may be made before the Participant has had a Severance from Employment.

(c) A transfer may be made only 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).

11.10 ***IRS Levy***

The Plan Administrator may pay from a Participant's or Beneficiary's Accumulated Benefit the amount that the Plan Administrator finds is lawfully demanded under a levy issued by the IRS with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary (each referred to herein as an "IRS Levy"). The Plan Administrator shall notify a Participant of any payment made pursuant to an IRS Levy.

ARTICLE XII
BENEFIT DISTRIBUTIONS, COMMENCEMENT AND FORMS

12.1 ***In General***

(a) Any distribution made pursuant to any Section of this Article shall be subject to the provisions of Article XIII (Distribution Requirements) hereof except as otherwise provided in such Article. More specifically, and without intending to limit the scope of the foregoing, all distributions under this Article shall comply with the minimum distribution rules of Code § 401(a)(9) as described in Article XIII (Distribution Requirements), including but not limited to the minimum incidental death benefit rule of Code § 401(a)(9)(G), the temporary waiver rule of Code § 401(a)(9)(H), and the Treasury Regulations thereunder. In addition, if the Plan does not satisfy the Spousal Annuity Plan Exception in Article XIV (QJSA and QPSA Requirements), a Participant's distribution election pursuant to any Section of this Article shall be subject to Spousal Consent (as further described in such Article) unless specifically provided otherwise in such Section.

(b) A distribution election properly made pursuant to a Section of this Article shall, so long as made in accordance with the uniform and nondiscriminatory administrative rules and procedures of the Plan, be implemented as soon as administratively feasible following the election or, if later, the distribution date requested as part of the election; provided, however, that the Plan Administrator receives all information necessary or required to implement the request. The fair market value of any distribution made under this Article shall be determined on the Valuation Date coinciding with the date on which the Participant's Account is liquidated for purposes of making such distribution or, if the liquidation date is not a Valuation Date, on the Valuation Date immediately preceding the liquidation date of the Account. As part of a distribution election made under a Section of this Article, the Participant may request that such distribution from his or her Account be made as of a fixed and determinable date provided such date is permissible under the Plan.

(c) Distributions from an Account hereunder will be made in cash except to the extent the Plan Administrator causes any distribution under the Plan to be made in the form of asset actually held in the Account.

(d) If a Participant (or Beneficiary) with an Account Balance in any Custodial Account is to receive payment of the Accumulated Benefits in the form of an annuity based on the Vested Value of the Account, such Account Balance must first be transferred to an Insurance Company.

12.2 ***Benefit Distributions Following Certain Distributable Events***

A Participant (or, if applicable, his or her Beneficiary) shall be entitled, and may elect, to receive a distribution of his or her Account Balance on or following the first to occur of any of the following events (each a "Distributable Event") as further specified in the Adoption Agreement:

(a) Normal Retirement. The Participant has attained his or her Normal Retirement Age even if such Participant continues to be an Employee following such Distributable Event. A Participant's normal retirement benefits, if any, under the Plan shall be paid in accordance with this Article. If the Normal Retirement Age elected in the Adoption Agreement is less than age 59 ½, this subsection (a) will not apply to any amounts originally contributed to a Custodial Account nor to Elective Deferrals contributed to an Annuity Contract after December 31, 1988.

(b) Early Retirement. If early retirement is permitted under the Plan, the Participant has attained his or her Early Retirement Age, even if such Participant continues to be an Employee following such Distributable Event. A Participant's early retirement benefits, if any, under the Plan shall be paid in accordance with this Article. If the Early Retirement Age elected in the Adoption Agreement is less than age 59 ½, this subsection (b) will not apply to any amounts originally contributed to a Custodial Account nor to Elective Deferrals contributed to an Annuity Contract after December 31, 1988.

(c) Disability. The Participant becomes Disabled prior to a Severance from Employment. A Participant's Disability benefits, if any, under the Plan shall be paid in accordance with this Article.

(d) Death. The Participant dies prior to a Severance from Employment. A Participant's death benefits under the Plan shall be paid to his or her Beneficiary in accordance with this Article.

A Participant who continues Service with the Employer following the attainment of his or her Normal Retirement Age or his or her Early Retirement Age shall continue to be an Active Participant in the Plan even if such Participant has elected not to defer the receipt of his or her normal or early retirement benefits. A Participant (or, if applicable, his or her Beneficiary) who elects to receive a distribution of all or a portion of his or her Account Balance pursuant to this Section shall specify as part of the election the purpose (for example, the Distributable Event) for the distribution. The Participant and the Employer shall provide to the Plan Administrator such information and documentation as required or requested by the Plan Administrator to make a determination of the Distributable Event. The Plan Administrator's determination that a Participant has become Disabled, or that a Participant has died and that the Beneficiary is entitled to the death benefit, shall be conclusive subject to the Plan's claims review procedure.

12.3 ***Benefit Distributions Following a Severance from Employment***

(a) In General. A Participant shall be entitled, and may elect, to receive a distribution of the Vested Value of his or her Account Balance on or following a Severance from Employment that occurs prior to a Distributable Event described in the immediately preceding Section (Benefit Distributions Following Certain Distributable Events), as may be further specified in the Adoption Agreement.

(b) Mandatory Distributions. Unless otherwise elected by the Sponsoring Employer in the Adoption Agreement and subject to Subsection 12.11(b) (Automatic Direct Rollovers), if the Vested Value of a Participant's Accumulated Benefit on or following a Severance from Employment is less than or equal to five thousand dollars ($5,000) (or, if applicable, such lesser amount elected in the Adoption Agreement) and such Participant does not timely elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover or to receive the distribution directly in accordance with this Article, then the Plan Administrator will, without the consent of the Participant or Spouse if any, pay such Vested Value directly to the Participant in a lump sum distribution as soon as administratively possible following such Severance from Employment ("Mandatory Distribution"). A Participant shall also receive a Mandatory Distribution if such Participant would have received a distribution under the preceding sentence but for the fact that the Participant's Vested Value in his Accumulated Benefit exceeded five thousand dollars ($5,000) (or, if applicable such lesser amount elected in the Adoption Agreement) when the Participant incurred a Severance from Employment and if at a later time such Accumulated Benefit is reduced such that it is not greater than five thousand dollars ($5,000) (or, if applicable, such lesser amount elected in the Adoption Agreement). For purposes of this Section, if the Vested Value of a Participant's Accumulated Benefit is zero, the Participant shall be deemed to have received a Mandatory Distribution.

For purposes of determining whether a Mandatory Distribution is less than or equal to five thousand dollars ($5,000) (or, if applicable, such lesser amount elected in the Adoption Agreement), and unless otherwise elected in the Adoption Agreement, the portion of the Participant's distribution attributable to any Rollover Contribution shall be included.

(c) Timing of Forfeiture.

(i) *Immediate Forfeiture and Restoration of Benefits*: Unless the provision in Paragraph (ii) immediately below applies, if a Participant who incurs a Severance of Employment receives or is deemed to receive a distribution of the Vested Value of his or her Account Balance pursuant to this Section, the nonvested portion of the Account Balance will be treated as a Forfeiture. If an Employee elects to take a partial distribution of the entire Vested Value, the part of the nonvested portion that will treated as a Forfeiture is the total nonvested portion multiplied by a fraction, the numerator of which is the amount of the distribution attributable to Employer Contributions and the denominator of which is the total Value of the vested Employer derived Account Balance. Subject to, and in accordance with, the provisions and conditions of Section 9.16 (Restoration of Forfeitures), a Participant who has a Vested Interest of less than one hundred percent (100%) of his or her Account and who has received, or is deemed to have received, a distribution of his or her Vested Interest pursuant to this Section shall be entitled to a restoration of any Forfeiture resulting therefrom.

(ii) *Delayed Forfeiture*: If specifically required by the provisions of the Adoption Agreement, if a Participant who incurs a Severance of Employment receives or is deemed to receive a distribution of the Vested Value of his or her Account Balance pursuant to this Section, the nonvested portion of the Account Balance shall not be treated as a Forfeiture until the last day of the Plan Year in which the Participant incurs five (5) consecutive one (1)-year Breaks in Service. If, following such distribution, the Participant may increase the nonforfeitable percentage in the Account:

(A) A separate Account will be established for the Participant's interest in the Plan as of the time of the distribution, and

(B) At any relevant time the Participant's nonforfeitable portion of the separate Account will be equal to an amount ("X") determined by the formula: $X = P(AB + (R \times D)) - (R \times D)$. For purposes of applying the formula: "P" is the nonforfeitable percentage at the relevant time, "AB" is the Account Balance at the relevant time, "D" is the amount of the distribution, and "R" is the ratio of the Account Balance at the relevant time to the Account Balance after distribution.

12.4 ***Normal Form of Distribution***

(a) In General. A Participant (or, if applicable, his or her Beneficiary after the death of the Participant prior to the commencement of distributions hereunder) entitled to receive a distribution of benefits under the Plan shall receive a payment of such distribution in the normal form of distribution provided under the Plan. The normal form of distribution to a Participant (or, if applicable, his or her Beneficiary) under the Plan shall be the normal form of distribution elected by the Sponsoring Employer in the Adoption Agreement.

(b) Spousal Annuity Plan Exception. If the Plan satisfies the conditions of the Spousal Annuity Plan Exception of Section 14.7, the Plan shall not be required to provide a Qualified Joint and Survivor Annuity for the Participant or a Qualified Preretirement Survivor Annuity for the Participant's Spouse.

(c) Non-ERISA Plan. If the Plan is a Non-ERISA Plan, the Plan shall not be required to provide a Qualified Joint and Survivor Annuity for the Participant or a Qualified Preretirement Survivor Annuity for the Participant's Spouse, unless the Sponsoring Employer elects otherwise in the Adoption Agreement.

(d) Distribution of Annuity. If the Plan requires the distribution of a life annuity, whether as a normal form of distribution under the Plan or as an alternate form of distribution under the Plan elected by the Participant, a married Participant's Vested Account Balance will be paid in the form of a Qualified Joint and Survivor Annuity and an unmarried Participant's Vested Account Balance will be paid in the form of a Straight Life Annuity unless another form of benefit is selected within the applicable Election Period pursuant to a Qualified Election as such terms are defined in Article XI (QJSA and QPSA Requirements).

12.5 ***Optional Forms of Distribution***

(a) Notwithstanding the immediately preceding Section, a Participant (or, if applicable, his or her Beneficiary after the death of the Participant prior to the commencement of distributions hereunder) may make an election, in a writing filed with the Plan Administrator, of one of the following alternate forms of distribution provided such alternate form is elected in the Adoption Agreement by the Sponsoring Employer or is offered through a Vendor(s) that currently holds assets of the Plan, and is made available to Participants in a manner that does not discriminate in favor of HCE's and not subject to Employer discretion:

(i) One lump sum distribution;

(ii) Annual or more frequent (as permitted by the Plan Administrator) installments made in substantially nonincreasing amounts over a period not to exceed the life expectancy of the Participant or the joint life expectancies of the Participant and Beneficiary; provided, however, that such installment method of distribution may (as permitted by the Plan Administrator) be revised or terminated and followed by a full distribution of the vested Account on a specified date that is permissible under the Code;

(iii) An annuity, including an annuity with term certain or survivorship features, for the life or lives of the Participant and Beneficiary, or a definite period not to exceed the life expectancy or joint life expectancies of the Participant and Beneficiary, or a combination thereof (as applicable); and

(iv) A partial distribution in a designated amount (as elected in the Adoption Agreement or permitted by the Plan Administrator) followed by a method of distribution described in paragraph (ii) or (iii) above, if permitted under the Adoption Agreement, commencing on a specified date that is permissible under the Code.

Such election may be made or modified until the date thirty (30) days prior to the time that payments are to commence.

(b) If a Participant elects to receive a form of periodic installment payments permitted under the Adoption Agreement, such Participant's Account shall continue to participate in the investment performance of the Investment Funds in which such amounts are invested and to bear its allocable share of administrative and investment expenses until the date such amounts are distributed. The amount of the installments shall be redetermined at least annually to reflect the changes in the Value of a Participant's Account.

(c) A Participant (or his or her Beneficiary) may not elect an annuity or form of periodic installment distributions as the form of distribution under this Section if his or her Vested Account Balance (as defined below in Article XIV) is not equal to or greater than any minimum Account Balance, or if his or her periodic payment under such method of distribution is not equal to or greater than any minimum periodic amount, if established by the Plan Administrator in its sole discretion for such purpose and uniformly applicable to all Participants, consistent with any term or limitation of any applicable Investment Fund or Funding Arrangement.

(d) If a Participant or Beneficiary is to receive payment of benefits in the form of an annuity based on the Vested Value of the Account invested in any Investment Fund maintained by a mutual fund company, such Account Balance must first be transferred to the Insurance Company.

12.6 ***Distributions to a Beneficiary***

(a) Timing Requirements.

(i) If a Participant dies prior to the commencement of the distribution of his or her vested Account, such Participant's Account shall be distributed to his or her Beneficiary over a period not to exceed (A) five years from the Participant's date of death in one lump sum distribution, if the Beneficiary is the Participant's estate, (B) the Beneficiary's life or life expectancy, if the Beneficiary is the Participant's surviving Spouse and if the distribution commences on or before the date the deceased Participant would have attained age 70-1/2, (C) the life expectancy of the Beneficiary if the Beneficiary is not the Participant's surviving Spouse and if distributions commence within one year of the date of the Participant's death, or (D) five years from the date of the Participant's death, if items (A), (B) and (C) above are inapplicable.

(ii) If a Participant dies after the commencement of the distribution of his or her vested Account, any amount of such Participant's Account not distributed during his or her life shall be distributed to his or her Beneficiary at least as rapidly as distributed to the Participant on the date of his or her death.

(iii) Notwithstanding any provision of the Plan to the contrary, payments to a Beneficiary shall be made in compliance with the requirements of Code § 401(a)(9) and applicable Treasury Regulations as further described in the immediately succeeding Article (Distribution Requirements).

(b) Form of Death Benefit.

(i) If a Participant dies prior to the commencement of the distribution of his or her vested Account, such Participant's Account shall be distributed to his or her Beneficiary in the normal form of distribution under the Plan or, if the Beneficiary elects and to the extent permitted by law, any of the optional forms of distribution permitted under the Adoption Agreement.

(ii) If a Participant dies after the commencement of the distribution of his or her vested Account, any amount of such Participant's Account not distributed during his or her life shall be distributed to his or her Beneficiary pursuant to the form of benefit being received by the Participant at the time of his or her death.

(c) Assets Left on Deposit. In the event that any Beneficiary is entitled to benefits hereunder upon the death of a Participant and pursuant to his or her rights under the Plan, if any, leaves assets in the Plan for later distribution, such Beneficiary, subject to any limits of law, shall have all of the rights of a Participant hereunder with regard to allocation and investment of such assets, but in no event shall have the right to make any additional contributions. A Beneficiary leaving assets in the Plan shall be required to commence payment of benefits under the Plan pursuant to the minimum required distribution rules set forth in Code § 401(a)(9), unless distributed pursuant to the cash-out rules hereof. A QDRO may grant an Alternate Payee thereunder rights similar to those of a Beneficiary under this Subsection (c).

12.7 ***Determining the Beneficiary***

(a) In General. Unless a Participant designates a Beneficiary in accordance with the immediately succeeding Subsection (Designation of Beneficiary), the Participant's Beneficiary shall be his or her surviving Spouse, if any, with respect to a portion of the Participant's Account that is designated by the Employer in the Adoption Agreement, provided such portion shall not be less than fifty percent (50%) of the Participant's Vested Account Balance. If the Employer does not designate the portion of the Participant's vested Account that belongs to the surviving Spouse in the event of the Participant's death, the surviving Spouse shall be the Beneficiary with respect to the total vested Account. If the Participant does not have a surviving Spouse, a surviving Spouse cannot be located in the sole determination of the Plan Administrator, or the surviving Spouse is only entitled to a permissible portion of the Participant's vested Account upon his or her death, then the Participant's Beneficiary shall be his or her estate.

(b) Designation of Beneficiary. Subject to this Section, a Participant (or, if applicable, the Participant's Spouse) may designate, in writing and at such time and in such manner as the Plan Administrator may prescribe, a Beneficiary or Beneficiaries (who shall be designated by the Participant as either primary or contingent Beneficiaries) to receive his or her vested Account in the Plan in the event of his or her death. Subject to this Section, a Participant's Beneficiary may designate, in writing and at such time and in such manner as the Plan Administrator may prescribe, a Beneficiary or Beneficiaries (who shall be designated by such Beneficiary as either primary or contingent Beneficiaries) to receive his or her interest in the Plan in the event of his or her death following the Participant's death. A Participant or Beneficiary may, from time to time and in such manner as the Plan Administrator shall prescribe, change or revoke his or her Beneficiary or Beneficiaries. A Beneficiary designation hereunder shall not take effect for any purpose hereunder until it has been filed by the Participant or designating Beneficiary with the Plan Administrator; provided, however, that a designation mailed by the Participant (or designating Beneficiary) to such Plan Administrator prior to his or her death and received by the Plan Administrator after such death will take effect upon such receipt, but prospectively only and without prejudice to any payor or payee due to any payments made before receipt by the Plan Administrator.

(c) Spousal Consent. Unless the Plan is a Non-ERISA Plan, and notwithstanding any otherwise conflicting provision in the Plan, a married Participant's designation, or change in designation, of a Beneficiary other than his or her Spouse shall be subject to the written consent of such Spouse (in which consent such Beneficiary, or Beneficiaries if applicable, is specified by name and the effect of such consent is acknowledged), witnessed by a notary public or Plan representative. A Spouse may voluntarily elect to relinquish the right to consent to a change by the Participant of the Beneficiary designation so long as the Spouse's original consent acknowledges that the Spouse had the right to limit consent only to a specific Beneficiary.

If the Plan is a Non-ERISA Plan and the Sponsoring Employer so elects in the Adoption Agreement, the Plan shall be subject to the foregoing provision of this Subsection (c).

(d) Predeceased Spouses or Beneficiaries. A Spouse or Beneficiary who predeceases the Participant shall have no rights or interest in the Participant's Account except that the rights of an Alternate Payee under a QDRO shall supersede any contravening provision in this Section.

(e) Remarried, Divorced, Separated or Abandoned Participants. If a Participant remarries, any Beneficiary designation naming a former Spouse shall be null and void unless such former Spouse is named in a subsequent Beneficiary designation made in accordance with this Section or except to the extent such former Spouse is an Alternate Payee under a QDRO. Subject to any QDRO or subsequent Beneficiary designation by the Participant, a Participant shall not be treated as having a Spouse, and any Beneficiary designation naming a Spouse shall be null and void, if the Participant has a divorce

decree, is legally separated or has been abandoned (within the meaning of local law) and the Participant has a court order to such effect. A Participant shall notify the Plan Administrator of any change in his or her marital status.

(f) Pre-Age 35 Designations Where Annuity is Normal Form of Distribution. Unless the Plan is a Non-ERISA Plan, if the normal form of distribution selected under the Adoption Agreement is in the form of an annuity, then notwithstanding anything else herein to the contrary, no married Participant may designate a Beneficiary hereunder other than his or her Spouse prior to the beginning of the Plan Year in which the Participant attains age thirty-five (35), except that the Participant who incurs a Severance from Employment prior to such Plan Year may elect a Beneficiary other than his or her Spouse at any time after his or her Severance from Employment. In the event such terminated Participant later returns to employment and again becomes a Participant in the Plan, such election made prior to the Plan Year in which he or she attains age thirty-five (35) shall only apply to amounts accrued at the time of the original election, and earnings thereon. A Beneficiary other than the Spouse may not be elected with regard to benefits accrued thereafter until the first day of the Plan Year in which the Participant attains age thirty-five (35). Unless any election made hereunder specifies a secondary Beneficiary, if the designated Beneficiary predeceases the Participant, the election shall be null and void and a new election shall be required to be made in order to elect a Beneficiary other than a Participant's Spouse. If a Participant's Spouse at the time of his or her death is not the same as the Spouse who consented to the election of non-spousal Beneficiary, such consent shall be null and void. The Plan shall provide a Participant with the written explanation with regard to the QPSA in accordance with the requirements of Code § 417(a)(3) and the Treasury Regulations thereunder.

12.8 ***Death or Disability During Period of Qualified Military Service***

(a) If a Participant who is entitled to reemployment rights under USERRA dies while performing Qualified Military Service, such Participant shall be treated as if the Participant had resumed employment with the Employer on the day preceding death and terminated employment on the actual date of death. In the case of such treatment, the survivors of such Participant are entitled to any additional benefits (other than benefit accruals or contributions relating to the period of Qualified Military Service, but including vesting Service credit for such period and any other survivor benefits) that would have been provided under the Plan had the Participant resumed and then terminated employment due to a death occurring on or after January 1, 2007.

(b) If a Participant who is entitled to reemployment rights under USERRA incurs a Disability while performing Qualified Military Service, such Participant shall be treated as if the Participant had resumed employment with the Employer on the day preceding the Disability and terminated employment on the actual date of Disability.

(c) All Employees performing Qualified Military Service with respect to the Employer who die or become Disabled while performing Qualified Military Service must be credited with Service and benefits on reasonably equivalent terms.

(d) Notwithstanding any provision of the Plan to the contrary, if elected by the Sponsoring Employer in the Adoption Agreement, such Participants who die or incur a Disability while performing Qualified Military Service shall be entitled to any benefit accruals or contributions relating to the period of Qualified Military Service. Participants who incur a Disability while performing Qualified Military Service shall not be entitled to any vesting Service credit for the period of Qualified Military Service.

12.9 ***Distributions to Minors or Incompetent Persons***

If any person to whom any amount is payable under the Plan is a minor, has been declared legally incompetent, or is determined by the Plan Administrator in its discretion to be unable to care for his or her affairs, then any payment due him or her (unless a prior claim therefore has been made by a duly appointed legal representative) may be paid to such person's representative holding a valid power of attorney, a court appointed guardian maintaining or having custody of such person, or any other person authorized under state law to receive the payment, as elected by the Plan Administrator in its discretion. Any such payment shall be a complete discharge of all liability under the Plan with respect to such payment.

12.10 ***Eligible Rollover Distributions From the Plan***

(a) Direct Rollovers in General. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution that is equal to at least five hundred dollars ($500) paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) Automatic Direct Rollovers. If elected in the Adoption Agreement and in the event of an Eligible Rollover Distribution that is a Mandatory Distribution (as such term is defined in Subsection 12.3(b) (Mandatory Distributions)) greater than one thousand dollars ($1,000) but less than or equal to five thousand dollars ($5,000) in accordance with the provisions of Article XIII (Distribution Requirements), if the Participant does not timely elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover or to receive the distribution directly in accordance with this Article, then the Plan Administrator will pay the distribution in a Direct Rollover to an individual retirement plan designated by the Plan Administrator ("Automatic Direct Rollover"). In determining whether a Mandatory Distribution is greater than one thousand dollars ($1,000) but less than or equal to five thousand dollars ($5,000) for purposes of Automatic Direct Rollovers, unless otherwise elected in the Adoption Agreement, the portion of the Participant's distribution attributable to any Rollover Contribution shall be included.

(c) Non-Spouse Beneficiary Rollovers. A non-Spouse Beneficiary may elect to make a Direct Rollover to an inherited individual retirement account or annuity described in Code § 408(a) or Code § 408(b), or an inherited Roth individual retirement account described in Code § 408A(a), that is established on behalf of the Beneficiary. Such rollover shall be made in a manner consistent with Code § 402(c)(11) and any other applicable guidance.

(d) Participant Notice. A Participant (or other Distributee) entitled to an Eligible Rollover Distribution must receive a written explanation of: (i) the right to a Direct Rollover, (ii) if applicable, the Automatic Direct Rollover provision for a distribution greater than one thousand dollars ($1,000) but less than or equal to five thousand dollars ($5,000), (iii) the requirement of tax withholding for not making a Direct Rollover, (iv) the exclusion from income of a Direct Rollover or a distribution that is rolled over within sixty (60) days, (v) the tax treatment of an Alternate Payee treated as a Distributee, (vi) the treatment of net unrealized appreciation in securities of the Employer, if applicable, (vii) the provisions under which distributions from the recipient plan may be subject to restrictions and tax consequences that are different from those applicable to distributions from the Plan, (viii) any available special income tax elections, and (ix) the right to defer a distribution, if applicable, and the consequences of failing to defer receipt of the distribution. The notice must be provided within the same timeframe applicable to the Participant consent notice, such timeframe and such notice being prescribed in the immediately succeeding Article (Distribution Requirements). The Direct Rollover notice must be provided to all Participants.

(e) Definitions.

(i) *Direct Rollover*. For purposes of this Section, a "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(ii) *Distributee*. A "Distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the Alternate Payee under a QDRO are Distributees with regard to the interest of the Employee or former Employee. For distributions after December 31, 2006, a Distributee also includes the Participant's non-Spouse designated Beneficiary. In the case of a non-Spouse Beneficiary, the Direct Rollover can only be transferred to an inherited traditional or Roth IRA that is established on behalf of the non-Spouse designated Beneficiary for the purpose of receiving the distribution.

(iii) *Eligible Retirement Plan*. An "Eligible Retirement Plan" is a qualified plan pursuant to Code § 401(a), an annuity plan pursuant to Code § 403(a), an annuity contract pursuant to Code § 403(b), an individual retirement account or annuity pursuant to Code §§ 408(a) or 408(b), or an eligible plan pursuant to Code § 457(b) which is maintained by a State or Local Governmental Entity and which agrees to separately account for amounts transferred into such plan from this Plan, that accepts the Distributee's Eligible Rollover Distribution. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a QDRO.

If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth Account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth Account of the individual from whose Account the payments or distributions were made, or a Roth IRA of such individual.

(iv) *Eligible Rollover Distribution*. An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's Beneficiary, or for a specified period of ten years or more; (B) any distribution to the extent such distribution is required under Code § 401(a)(9); and (C) any Hardship Withdrawal.

A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of After-Tax Contributions that are not includible in gross income. However, such portion may be transferred only to (I) a traditional individual retirement account or annuity described in Code §§ 408(a) or (b) (a "traditional IRA"), respectively, or a Roth individual retirement account or annuity described in Code § 408A (a "Roth IRA"); or (II) to a qualified plan described in Code §§ 401(a) or 403(a) or an Annuity Contract described pursuant to Code § 403(b) that agrees to separately recordkeep for amounts so transferred (and earnings thereon), including separately recordkeeping the portion of such distribution that is includible in gross income and the portion of such distribution that is not so includible.

12.11 ***In-Plan Roth Direct Rollovers***

(a) In-Plan Roth Direct Rollover. If elected by the Employer in the Adoption Agreement, a Participant may elect, at the time and in the manner prescribed by the Plan Administrator, to have all or any portion of an Eligible Rollover Distribution from the Participant's Account (other than a designated Roth Account) under the Plan paid directly to a designated Roth Account under the Plan so long as such payment constitutes an In-Plan Roth Conversion Contribution (as defined in Article III (Employee Contributions)) hereunder (hereinafter referred to as an "In-Plan Roth Direct Rollover"). Notwithstanding any otherwise conflicting provision herein, an In-Plan Roth Direct Rollover shall be recordkept separately under the Plan and shall not be treated as a distribution for the following purposes:

(i) *Code § 72(p) (relating to plan loans)*. A Plan loan transferred in an In-Plan Roth Direct Rollover without changing the repayment schedule is not treated as a new loan (so the rule in § 1.72(p)-1, Q&A-20, of the Income Tax Regulations does not apply).

(ii) *Code § 401(a)(11) (relating to spousal annuities)*. A married Plan Participant is not required to obtain Spousal Consent in connection with an election to make an In-Plan Roth Direct Rollover.

(iii) *Code § 411(a)(11) (relating to participant consent before an immediate distribution of an accrued benefit in excess of $5,000)*. The amount rolled over continues to be taken into consideration in determining whether the Participant's accrued benefit exceeds five thousand dollars ($5,000) (or, if applicable, such lesser amount elected in the Adoption Agreement), and a notice of the Participant's right to defer receipt of the distribution is not triggered by the In-Plan Roth Direct Rollover.

(iv) *Code § 411(d)(6)(B)(ii) (relating to elimination of optional forms of benefit)*. A Participant who had a distribution right (such as a right to an immediate distribution of the amount rolled over) prior to the rollover cannot have this right eliminated through an In-Plan Roth Direct Rollover.

The Plan shall maintain such records as are necessary for the proper reporting of In-Plan Roth Direct Rollovers.

(b) Election is Irrevocable. A Participant's Roth conversion election hereunder shall become irrevocable upon the occurrence of the In-Plan Roth Conversion Contribution made pursuant to such election.

12.12 ***Distributions From a Designated Roth Account Under the Plan***

When a portion of a distribution is from a designated Roth Account under the Plan, the rollover of any such distribution pursuant to Code § 402A(c)(3) must be accomplished through a Direct Rollover and can only be made to a plan which agrees to separately recordkeep the amount not includible in income. The transferring plan shall report the amount of the investment in the contract (contributions as well as associated earnings) and the first year of the five (5) year period to the recipient plan so that the recipient plan will not need to rely on the information from the Plan Participant. For purposes of this Section, the five (5) taxable year period of Plan participation is the period of five (5) consecutive taxable years that begins with the first day of the first taxable year in which the Participant makes a designated Roth Elective Deferral to any designated Roth Elective Deferral Account established for the Participant under the same plan and ends when five (5) consecutive taxable years have been completed. For this purpose, the first taxable year in which a Participant makes a designated Roth Elective Deferral is the year in which the amount is first includible in the Participant's gross income.

ARTICLE XIII
DISTRIBUTION REQUIREMENTS

13.1 ***Section 403(b) Distribution Limitations***

(a) Subject to Article VII (Corrective Distributions) hereof and Subsection (b) of this Section, a Participant's Vested Interest in his Custodial Account and/or a Participant's Elective Deferrals (other than pre-1989 Elective Deferrals (excluding earnings thereon) that are separately recordkept), Qualified Nonelective Contributions, and Safe Harbor Contributions that are contributed to an Annuity Contract (and income allocable thereto) are not distributable earlier than upon the Participant's Severance from Employment, death, or Disability.

(b) A Participant's Vested Interest in his Custodial Account and/or a Participant's Elective Deferrals (other than pre-1989 Elective Deferrals (excluding earnings thereon) that are separately recordkept), Qualified Nonelective Contributions, and Safe Harbor Contributions that are contributed to an Annuity Contract (and income allocable thereto) may also be distributed upon the following events:

(i) Termination of the Plan without the Employer making contributions to another contract described in Code § 403(b) at any time during the period beginning on the date of Plan termination and ending twelve (12) months after all assets have been distributed from the Plan. Such a distribution must be made in a lump sum.

(ii) The Participant's attainment of age 59½ if such event is elected by the Employer in the Adoption Agreement.

(iii) The Participant's attainment of Normal Retirement Age (not less than age 59½) if such event is elected by the Employer in the Adoption Agreement.

(iv) The hardship of the Participant if such distribution is a Hardship Withdrawal as described under Article XI (In-Service Withdrawals and Loans) if such event is elected by the Employer in the Adoption Agreement; provided, however, that Employer Contributions (other than Elective Deferrals) originally contributed to a Custodial Account and Safe Harbor Contributions of any type may not be distributed due to hardship.

(v) A federally declared disaster, where resulting legislation authorizes such a distribution.

(vi) A Qualified Reservist Distribution.

(vii) The Participant's service in the uniformed services while on active duty for a period of at least 30 days. If a Participant receives a distribution under this provision, the Participant's Elective Deferrals (and Employee Contributions) will be suspended for six (6) months after receipt of the distribution.

(viii) The receipt of a Qualified Domestic Relations Order, Domestic Relations Order (if applicable) or IRS Levy, as provided in Article XI (In-Service Withdrawals and Loans).

(c) Unless the Plan is a Non-Electing Church Plan or a Governmental Plan, all distributions that may be made pursuant to one or more of the foregoing distributable events are subject to the Participant and Spousal Consent requirements (if applicable) contained in ERISA § 205 [Code §§ 401(a)(11) and 417], as such requirements are described in Article XIV (QJSA and QPSA Requirements) hereof. Nothing herein shall preclude a Sponsoring Employer from voluntarily electing in the Adoption Agreement to apply the foregoing Spousal Consent provisions to a Plan that is a Non-ERISA Plan.

(d) Notwithstanding that distributions from a Participant's Roth Elective Deferrals Account may be includible in the Participant's gross income unless such distribution is a "qualified distribution" (for example, made after a 5-year period (beginning on January 1 of the year in which the Participant's first contribution was made to such Account) and after the Participant's death, Disability or attainment of age 59½), such income inclusion requirement shall not otherwise prevent a Participant from electing to receive a distribution of amounts attributable to his or her Roth Elective Deferrals Account. Earnings on corrective distributions of Roth Elective Deferrals are includible in gross income to the same extent as earnings on corrective distributions of Pre-Tax Elective Deferrals are includible in gross income.

13.2 ***Restrictions on Immediate Distributions (Consent Requirement)***

(a) General Rule.

(i) Unless the Plan is a Non-ERISA Plan, if payment in the form of a Qualified Joint and Survivor Annuity (as such term is defined in the immediately succeeding Article (QJSA and QPSA Requirements)) is required with respect to a Participant and either the Value of a Participant's Vested Account Balance (as defined below in Article XIV) derived from Employer and Employee Contributions exceeds five thousand dollars ($5,000) (or, if applicable, such lesser amount elected in the Adoption Agreement), or there are remaining payments to be made with respect to a particular distribution option that previously commenced, and the Account Balance is immediately distributable, the Participant must consent to any distribution of such Account Balance.

(ii) Unless the Plan is a Non-ERISA Plan, if payment in the form of a Qualified Joint and Survivor Annuity is not required with respect to a Participant and the Value of a Participant's Vested Account Balance derived from Employer and Employee Contributions exceeds $5,000 (or, if applicable, such lesser amount elected in the Adoption Agreement), and the Account Balance is immediately distributable, the Participant must consent to any distribution of such Account Balance.

(iii) Nothing herein shall preclude a Sponsoring Employer from voluntarily electing in the Adoption Agreement to apply the foregoing Participant consent provisions of this Subsection to a Non-ERISA Plan.

(b) Obtaining Consent. The consent of the Participant and the Participant's Spouse (if applicable) required under the immediately preceding Subsection shall be obtained in writing within the one hundred and eighty (180) day period ending on the Annuity Starting Date. The Plan Administrator shall notify the Participant and the Participant's Spouse (if applicable) of the right to defer any distribution until the Participant's Account Balance is no longer immediately distributable and the consequences of failing to defer any distribution. Such notification shall include a general description of the material features, an explanation of the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of Code § 417(a)(3), and a description of the consequences of failing to defer a distribution, and shall be provided no less than thirty (30) days and no more than one hundred eighty (180) days prior to the Annuity Starting Date. However, distribution may commence less than thirty (30) days after the notice described in the preceding sentence is given, provided the distribution is one to which ERISA § 205 [Code §§ 401(a)(11) and 417] does not apply, the Plan Administrator clearly informs the Participant that the Participant has a right to a period of at least thirty (30) days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution.

(c) Scope of Consent Requirement. Notwithstanding the immediately foregoing Subsection (Obtaining Consent), only the Participant needs to consent to the commencement of a distribution in the form of a Qualified Joint and Survivor Annuity while the Account Balance is immediately distributable. (Furthermore, if payment in the form of a Qualified Joint and Survivor Annuity is not required with respect to the Participant pursuant to the Spousal Annuity Plan Exception in Article XIV (QJSA and QPSA Requirements), only the Participant need consent to the distribution of an Account Balance that is immediately distributable.) Neither the consent of the Participant nor the Participant's Spouse shall be required to the extent that a distribution is required to satisfy Code § 401(a)(9) or § 415. In addition, upon termination of the Plan if the Plan does not offer an annuity option (purchased from a commercial provider) and if the Employer or any entity within the same controlled group as the Employer does not maintain another Section 403(b) plan, the Participant's Account Balance will, without the Participant's consent, be distributed to the Participant. However, if any entity within the same controlled group as the Employer maintains another section 403(b) plan then the Participant's Account Balance will be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.

(d) Definition of "Immediately Distributable." An Account Balance is immediately distributable if any part of the Account Balance could be distributed to the Participant (or surviving Spouse) before the Participant attains (or would have attained if not deceased) the later of Normal Retirement Age or age 62.

13.3 ***Qualified Joint and Survivor Annuity Requirements***
Unless the Plan is a Non-ERISA Plan or satisfies the Spousal Annuity Plan Exception in Article XIV (QJSA and QPSA Requirements), the Plan shall be subject to the Qualified Joint and Survivor Annuity requirements of such Article.

13.4 ***Qualified Preretirement Survivor Annuity Requirements***
Unless the Plan is a Non-ERISA Plan or satisfies the Spousal Annuity Plan Exception in Article XIV (QJSA and QPSA Requirements), the Plan shall be subject to the Qualified Preretirement Survivor Annuity requirements of such Article.

13.5 ***Annuity Contract Requirements***
The terms of any Annuity Contract purchased and distributed by the Plan to a Participant or Spouse shall comply with the requirements of the Plan. Any Annuity Contract distributed herefrom must be nontransferable.

13.6 ***Administrative Expenses for Processing Distribution Requests***
The Plan Administrator may charge reasonable Plan administrative expenses to the Account of a former Participant or surviving Spouse or Beneficiary due to receiving distributions from the Account, but only if the administrative expenses are on a pro-rata basis (i.e., the expenses are based on the amount in each Account of a former Participant or surviving Spouse receiving benefits from the Plan) or another reasonable basis that complies with the applicable requirements of Title I of ERISA (unless the Plan is a Church Plan or a Governmental Plan) and the nondiscrimination rules of Code § 401(a)(4) (unless the Plan is a Governmental Plan or the Employer is a Church).

13.7 ***Minimum Required Distribution Rules***

(a) Definitions. For purposes of this Section, the following definitions apply:

(i) *"Designated Beneficiary"* means the individual who is designated by the Participant or the Participant's Spouse as the Beneficiary under the Plan and is the Designated Beneficiary under Code § 401(a)(9) and Treas. Reg. § 1.401(a)(9)-4, Q&A 4.

(ii) *"Distribution Calendar Year"* means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year that contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Subsection (g). The required minimum distribution for the Participant's first "distribution calendar year" will be made on or before the Participant's "required beginning date." The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(iii) *"Life Expectancy"* means the life expectancy as computed by use of the Single Life Table in Treas. Reg. § 1.401(a)(9)-9.

(iv) *"Participant's Account Balance"* means the Participant's Account Balance as of the last day in the calendar year ("Valuation Date") immediately preceding the Distribution Calendar Year ("valuation calendar year") increased by the amount of any contributions made and allocated or Forfeitures allocated to the Account Balance as of the dates in the valuation calendar year after the Valuation Date and decreased by distributions made in the valuation calendar year after the Valuation Date. For this purpose, the Plan Administrator may exclude contributions that are allocated to the Account Balance as of dates in the valuation calendar year after the Valuation Date, but that are not actually made during the valuation calendar year. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(v) *"Required Beginning Date"* means, with respect to any Participant and as elected in the Adoption Agreement, either: (A) April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires, or (B) April 1 of the calendar year following the calendar year in which the Participant attains age 70½.

(b) General Rule. Unless and to the extent otherwise permitted by law and in regulations or other rules of general applicability published by the Department of the Treasury or the IRS, and notwithstanding any provision of the Plan to the contrary, the payment of benefits hereunder shall comply with the requirements of Code § 401(a)(9) and the Treasury Regulations thereunder, including the minimum distribution incidental benefit rules of Code § 401(a)(9)(G), in accordance with the provisions of this Section (Minimum Required Distribution Rules).

(c) Special Rule for 2009 Required Minimum Distributions. Notwithstanding any requirements of this Section, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code § 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2009 RMDs or (ii) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's Designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

In addition, notwithstanding Section 12.11 (Eligible Rollover Distributions From the Plan) hereof, and solely for purposes of applying the Direct Rollover provisions of the Plan, certain additional distributions in 2009, as elected by the Sponsoring Employer, will be treated as Eligible Rollover Distributions. If no election is made, a Direct Rollover will be offered only for distributions that would be Eligible Rollover Distributions without regard to Code § 401(a)(9)(H).

(d) Required Beginning Date. Benefits shall commence no later than the Required Beginning Date under Code § 401(a)(9).

(e) Limits on Distribution Periods. As of the first Distribution Calendar Year, distributions to a Participant may only be made in accordance with the selections made in the Adoption Agreement. If such distributions are not made in a single sum, then they may only be made over one of the following periods:

(i) the life of the Participant;

(ii) the joint lives of the Participant and a Designated Beneficiary;

(iii) a period certain not extending beyond the life expectancy of the Participant; or

(iv) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a Designated Beneficiary.

(f) TEFRA § 242(b)(2) Elections.

(i) Notwithstanding the other provisions of this Section, other than the Spouse's right of consent afforded under the Plan, distributions may be made on behalf of any Participant, including a 5 percent owner, who has made a designation in accordance with § 242(b)(2) of the Tax Equity and Fiscal Responsibility Act ("TEFRA") and in accordance with all of the following requirements (regardless of when such distribution commences):

(A) The distribution by the Plan is one that would not have disqualified such Plan under Code § 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

(B) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant.

(C) Such designation was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984.

(D) The Participant had accrued a benefit under the Plan as of December 31, 1983.

(E) The form of distribution designated by the Participant or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the Beneficiaries of the Participant listed in order of priority.

(ii) A distribution upon death will not be covered by the transitional rule of this Subsection unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.

(iii) For any distribution that commences before January 1, 1984, but continues after December 31, 1983, the Participant, or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the form of distribution under which the distribution is being made if the form of distribution was specified in writing and the distribution satisfies the requirements in Subparagraphs (i)(A) and (i)(E) of this Subsection.

(iv) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code § 401(a)(9) and the Treasury Regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed that would have been required to have been distributed to satisfy Code § 401(a)(9) and the Treasury Regulations thereunder, but for the TEFRA § 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

(v) In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Treasury Regulation § 1.401(a)(9)-8, Q&A 14 and 15, shall apply.

(g) Time and Manner of Distribution.

(i) *Forms of distribution*. Unless the Participant's interest is distributed in the form of an annuity purchased from an Insurance Company or in a single sum on or before the "required beginning date," as of the first "distribution calendar year" distributions will be made in accordance with Subsections (h) and (i). If the Participant's interest is distributed in the form of an annuity purchased from an Insurance Company, those distributions will be made in accordance with the requirements of Code § 401(a)(9) and the Treasury Regulations thereunder.

(ii) *Death of Participant before distributions begin*. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows, subject to any election made by the Sponsoring Employer in the Adoption Agreement:

(A) If the Designated Beneficiary is the Participant's surviving Spouse, then, except as otherwise provided herein, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(B) Except as elected by the Sponsoring Employer in the Adoption Agreement in accordance with Code § 401(a)(9) (or, if no election is made in the Adoption Agreement, then except as elected by the Participant or his or her Designated Beneficiary in accordance with Code § 401(a)(9), provided such election is permitted in the Adoption Agreement), if the Designated Beneficiary is not the Participant's surviving Spouse, then distributions to such Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(C) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(D) If the Designated Beneficiary is the Participant's surviving Spouse, and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, paragraph (g)(ii), disregarding Subparagraph (g)(ii)(A), will apply as if the surviving Spouse were the Participant.

For purposes of Subsection (g), unless Subparagraph (g)(ii)(D) applies, distributions are considered to begin on the Participant's "required beginning date." If Subparagraph (g)(ii)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Subparagraph (g)(ii)(A). If distributions under an annuity purchased from an Insurance Company irrevocably commence to the Participant before the Participant's "required beginning date" (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Subparagraph (g)(ii)(A)), the date distributions are considered to begin is the date distributions actually commence.

(h) Required Minimum Distributions During Participant's Lifetime.

(i) *Amount of required minimum distribution for each Distribution Calendar Year.* During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of the following, as elected in the Adoption Agreement:

(A) the quotient obtained by dividing the Participant's Account Balance by the distribution period in the Uniform Lifetime Table set forth in Treas. Reg. § 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

(B) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. § 1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the Distribution Calendar Year.

(ii) *Lifetime required minimum distributions continue through year of Participant's death.* Required minimum distributions will be determined under this Subsection (h) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

(i) Required Minimum Distributions After Participant's Death.

(i) *Death on or after date distributions begin.*

(A) Participant survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, any amount of such Participant's Account Balance not distributed during his or her life shall be distributed at least as rapidly as distributed to the Participant on the date of his or her death and the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is
the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

(1) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving Spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving Spouse's death, the remaining Life Expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(3) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, any amount of such Participant's Account not distributed during his or her life shall be distributed at least as rapidly as distributed to the Participant on the date of his or her death and the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) *Death before date distributions begin.*

(A) Participant survived by Designated Beneficiary. Except as provided in paragraph (g)(i), if the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing

the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in paragraph (i)(i).

(B) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(C) Death of surviving Spouse before distributions to surviving Spouse are required to begin. If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Subparagraph (g)(ii)(A), this Paragraph (i)(ii) will apply as if the surviving Spouse were the Participant.

(j) Pre-1987 Account Balance. Except as follows in this Subsection, the minimum required distribution rules provided in this Section shall not apply to the undistributed portion of the Account Balance valued as of December 31, 1986, exclusive of subsequent earnings (the “Pre-1987 Account Balance”); provided, however, the Plan Administrator keeps records that enable it to identify the Pre-1987 Account Balance and any subsequent changes thereto, and provide such information upon request to the relevant Employee or Beneficiaries. If the Plan Administrator does not keep such records, the entire Pre-1987 Account Balance is treated as subject to Code § 401(a)(9) minimum required distribution rules of this Section.

(i) The Pre-1987 Account Balance must be distributed in accordance with the incidental death benefit requirements of Treas. Reg. § 1.401-1(b)(1)(i).

(ii) Benefits from the Pre-1987 Account Balance shall commence by the later of the date on which the Participant attains age 75 or the date of the Participant’s retirement pursuant to Revenue Ruling 72-241 and other applicable IRS authority.

(iii) In applying the Code § 401(a)(9) minimum required distribution rules of this Section, only the post-1986 Account Balance is used to calculate the required minimum distribution for a calendar year. Any amount of a Participant’s Accumulated Benefit distributed hereunder in a calendar year in excess of the required minimum distribution for a calendar year shall be treated as paid from the Pre-1987 Account Balance, if any.

(k) Application of MRD Rules to Multiple Funding Arrangements or Multiple Section 403(b) Plans. To the extent permitted under Treas. Reg. § 1.403(b)-6(e)(7), a Participant’s Funding Arrangements under the Plan, or under the Plan and other Section 403(b) Plans in which the Participant participates as an Employee, may be aggregated and the minimum distribution requirements satisfied by distribution from any one or more of the Funding Arrangements.

(l) Special Rule for Governmental Plans. If the Plan is a Governmental Plan, the Plan is treated as having complied with the Code § 401(a)(9) minimum required distribution rules of this Section for all years to which Code § 401(a)(9) applies to the Plan provided the Plan complies with a reasonable and good faith interpretation of Code § 401(a)(9).

ARTICLE XIV
QJSA AND QPSA REQUIREMENTS

14.1 ***Rules of Applicability***
Unless the Plan is a Non-ERISA Plan, the Plan shall comply with the requirements of ERISA § 205 (Requirement of Joint and Survivor Annuity and Pre-Retirement Survivor Annuity) that are parallel to the requirements of Code §§ 401(a)(11) and 417, as well as the Treasury Regulations under Code § 417 as more specifically provided below.

Unless the Plan is a Non-ERISA Plan, the provisions of this Article shall apply to any Participant who is credited with any Service under the Plan except as otherwise provided herein. Notwithstanding any otherwise conflicting provision in the Plan, the provisions of this Article shall not apply to any Participant who meets the conditions of Section 14.7 (Spousal Annuity Plan Exception).

14.2 ***Payment of Qualified Joint and Survivor Annuity***
Unless an optional form of benefit is selected within the applicable Election Period (defined herein below) pursuant to a Qualified Election (defined herein below), a married Participant's Vested Account Balance (defined herein below) will be paid in the form of a Qualified Joint and Survivor Annuity and an unmarried Participant's Vested Account Balance will be paid in the form of a Straight Life Annuity. The Participant may elect to have such annuity distributed upon attainment of the Earliest Retirement Age (defined herein below) under the Plan.

14.3 ***Payment of Qualified Optional Survivor Annuity***
If a married Participant elects to waive the QJSA within the applicable Election Period pursuant to a Qualified Election, he or she may elect a Qualified Optional Survivor Annuity at any time during the applicable Election Period, and revoke such election at any time during the applicable Election Period.

14.4 ***Payment of Qualified Preretirement Survivor Annuity***
Unless an optional form of benefit has been selected within the applicable Election Period pursuant to a Qualified Election, if a Participant dies before the Annuity Starting Date then no less than one hundred percent (100%) (or such lesser percent, if any, elected in the Adoption Agreement so long as such lesser percent is no less than fifty percent (50%) of the Vested Account Balance) of the Participant's Vested Account Balance shall be paid in the form of a Qualified Preretirement Survivor Annuity (as such term is defined in this Article) for the life of the surviving Spouse. To the extent that less than one hundred percent (100%) of the Account Balance is paid to the surviving Spouse, the amount of the Participant's Employee-derived Account allocated to the surviving Spouse must be in the same proportion as the Employee-derived Account Balance is to the total Account Balance of the Participant. The remaining amount not allocated to the surviving Spouse shall be paid to the Participant's other Beneficiary, if applicable, in accordance with the distribution provisions of Article XII (Benefit Distributions, Commencement and Forms) hereof and is not required to be distributed in the form of an annuity except as otherwise permitted or required hereunder. The surviving Spouse may elect to have such annuity distributed within a reasonable period after the Participant's death as permitted under Article XII (Benefit Distributions, Commencement and Forms).

14.5 ***Definitions***

(a) "Earliest Retirement Age": The earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.

(b) "Election Period."

(i) With respect to a waiver of the Qualified Joint and Survivor Annuity, the one hundred and eighty (180) day period ending on the Annuity Starting Date.

(ii) With respect to a waiver of the Qualified Preretirement Survivor Annuity, the period that begins on the first day of the Plan Year in which the Participant attains age 35 and ends on the date of the Participant's death. However, if a Participant incurs a Severance from Employment prior to the first day of the Plan Year in which age 35 is attained, solely with respect to the Account Balance (and earnings thereon) as of the date of such Severance from Employment, the election period shall begin on the date of such Severance from Employment. The provisions of Section 12.8(f) shall apply in the event such terminated Participant returns to employment and again becomes a Participant in the Plan.

Pre-age 35 waiver: Except as permitted in this Subparagraph (ii), and subject to Section 12.8(f) (Pre-Age 35 Designations Where Annuity is Normal Form of Distribution), a Participant who will not yet attain age 35 as of the end of any current Plan Year may not make a Qualified Election to waive the Qualified Preretirement Survivor Annuity.

An election to waive the QPSA shall not be valid unless the Participant receives a written explanation of the Qualified Preretirement Survivor Annuity in such terms as are comparable to the explanation required under Section 14.6(a).

(c) "Qualified Election." A waiver of a Qualified Joint and Survivor Annuity or a Qualified Preretirement Survivor Annuity. Any waiver of a Qualified Joint and Survivor Annuity or a Qualified Preretirement Survivor Annuity shall not be effective unless:

(i) the Participant's Spouse consents in writing to the election in the form of a Spousal Consent;

(ii) the election designates a specific Beneficiary, including any class of Beneficiaries or any contingent Beneficiaries, that may not be changed without Spousal Consent (or the Spouse expressly permits designations by the Participant without any further Spousal Consent);

(iii) the Spouse's consent acknowledges the effect of the election; and

(iv) the Spouse's consent is witnessed by a Plan representative or notary public.

Additionally, a Participant's waiver of the Qualified Joint and Survivor Annuity shall not be effective unless the election designates a form of benefit payment that may not be changed without Spousal Consent (or the Spouse expressly permits designations by the Participant without any further Spousal Consent). If it is established to the satisfaction of a Plan representative that there is no Spouse or that the Spouse cannot be located, a waiver will be deemed a Qualified Election.

Any consent by a Spouse obtained under this provision (or establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to such Spouse. A consent that permits designations by the Participant without any requirement of further consent by such Spouse must acknowledge that the Spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time before the commencement of benefits. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Section 14.6 (Notice Requirements) below.

(d) "Qualified Joint and Survivor Annuity" or "QJSA." An immediate annuity for the life of the Participant with a survivor annuity for the life of the Spouse that is (1) not less than fifty percent (50%) and not more than one hundred percent (100%) of the amount of the annuity that is payable during the joint lives of the Participant and the Spouse and (2) is the amount of benefit that can be purchased with the Participant's Vested Account Balance. The percentage of the survivor annuity under the Plan shall be fifty percent (50%) (unless a different percentage is elected by the Employer in the Adoption Agreement provided such percentage is not less than fifty percent (50%) and not more than one hundred percent (100%)).

(e) "Qualified Optional Survivor Annuity." An immediate annuity for the life of the Participant with a survivor annuity for the life of the Spouse that is (1) equal to the applicable percentage of the amount of the annuity that is payable during the joint lives of the Participant and the Spouse and (2) is the amount of benefit which can be purchased with the Participant's Vested Account Balance. If the percentage of the survivor annuity is less than 75%, the applicable percentage is 75%. If the percentage of the survivor annuity is greater than or equal to 75%, the applicable percentage is 50%.

(f) "Qualified Preretirement Survivor Annuity" or "QPSA." An immediate annuity for the life of the surviving Spouse and that is the amount of benefit which can be purchased with not less than fifty percent (50%) of the Participant's Vested Account Balance (as of the date of death). The percentage of the Vested Account Balance used to purchase a QPSA shall be one hundred percent (100%) (unless a different percentage is elected by the Employer in the Adoption Agreement provided such percentage is not less than fifty percent (50%) and not more than one hundred percent (100%)).

(g) "Vested Account Balance." The aggregate Value of the Participant's Vested Account Balances derived from Employer and Employee Contributions (including Rollover Contributions, if any), whether vested before or upon death. The provisions of this Article shall apply to a Participant who is vested in amounts attributable to Employer Contributions or Employee Contributions (or both) at the time of death or distribution.

14.6 ***Notice Requirements***

(a) QJSA Notice. In the case of a Qualified Joint and Survivor Annuity, the Plan Administrator shall no less than thirty (30) days and no more than one hundred and eighty (180) days prior to the Annuity Starting Date provide each Participant a written explanation of:

(i) The terms and conditions of the Qualified Joint and Survivor Annuity and of the Qualified Optional Survivor Annuity;

(ii) the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity form of benefit;

(iii) the rights of a Participant's Spouse; and

(iv) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity.

The written explanation shall comply with the requirements of Treas. Reg. § 1.417(a)(3)-1.

The Annuity Starting Date for a distribution in a form other than a Qualified Joint and Survivor Annuity may be less than thirty (30) days after receipt of the written explanation described in the preceding paragraph provided:

(v) the Participant has been provided with information that clearly indicates that the Participant has at least thirty (30) days to consider whether to waive the Qualified Joint and Survivor Annuity and elect (with Spousal Consent) to a form of distribution other than a Qualified Joint and Survivor Annuity;

(vi) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant; and

(vii) the Annuity Starting Date is a date after the date that the written explanation was provided to the Participant.

Notwithstanding the foregoing, the Annuity Starting Date may be a date prior to the date the written explanation is provided to the Participant if the distribution does not commence until at least thirty (30) days after such written explanation is provided, subject to the waiver of the 30-day period as provided for in the above paragraph.

(b) QPSA Notice. In the case of a Qualified Preretirement Survivor Annuity as described in Section 14.4 of this Article, the Plan Administrator shall provide each Participant within the applicable period for such Participant a written explanation of the Qualified Preretirement Survivor Annuity in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of Subsection 14.6(a) applicable to a Qualified Joint and Survivor Annuity. The written explanation shall comply with the requirements of Treas. Reg. § 1.417(a)(3)-1. The "applicable period" for a Participant is whichever of the following periods ends last:

(i) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35;

(ii) a reasonable period ending after the individual becomes a Participant;

(iii) a reasonable period ending after Subsection 14.6(c) ceases to apply to the Participant;

(iv) a reasonable period ending after this Article first applies to the Participant. Notwithstanding the foregoing, notice must be provided within a reasonable period ending after Severance from Employment in the case of a Participant who incurs a Severance from Employment before attaining age 35.

For purposes of applying the preceding paragraph, a reasonable period ending after the enumerated events described in (ii), (iii) and (iv) above is the end of the two-year period beginning one year prior to the date the applicable event occurs, and ending one year after that date. In the case of a Participant who incurs a Severance from Employment before the Plan Year in which age 35 is attained, notice shall be provided within the two-year period beginning one year prior to Severance from Employment and ending one year after such Severance. If such a Participant thereafter returns to employment with the Employer, the applicable period for such Participant shall be re-determined.

(c) Notwithstanding the other requirements of this Section 14.6, the respective notices prescribed by this Section need not be given to a Participant if (i) the Plan "fully subsidizes" the costs of a Qualified Joint and Survivor Annuity or Qualified Preretirement Survivor Annuity, and (ii) the Plan does not allow the Participant to waive the Qualified Joint and Survivor Annuity or Qualified Preretirement Survivor Annuity and does not allow a married Participant to designate a non-Spouse Beneficiary. For purposes of this Subsection 14.6(c), a Plan fully subsidizes the costs of a benefit if no increase in cost, or decrease in benefits to the Participant may result from the Participant's failure to elect another benefit.

14.7 ***Spousal Annuity Plan Exception***

(a) This Section (Spousal Annuity Plan Exception) shall apply to a Participant if the following conditions are satisfied: (i) the Participant does not or cannot elect payments in the form of a Straight Life Annuity; and (ii) on the death of a Participant, one hundred percent (100%) of the Participant's Vested Account Balance will be paid to the Participant's surviving Spouse, but if there is no surviving Spouse, or if the surviving Spouse has consented in a manner conforming to a Qualified Election, then to the Participant's designated Beneficiary. The surviving Spouse may elect to have distribution of his or her portion of the Vested Account Balance commence within the 180-day period following the date of the Participant's death. The Account Balance shall be adjusted for gains or losses occurring after the Participant's death in accordance with the provisions of the Plan governing the adjustment of Account Balances for other types of distributions. This Section shall not be operative with respect to a Participant if the Plan is a direct or indirect transferee of a section 403(b) plan that is subject to the survivor annuity requirements of ERISA § 205 [Code § 401(a)(11) and Code § 417]. Under no circumstances shall the Plan accept a transfer of any money purchase assets.

(b) The Participant may waive the Spousal death benefit described in this Section at any time provided that no such waiver shall be effective unless it satisfies the conditions of Subsection 14.5(c) (Qualified Election) (other than the notification requirement referred to therein) that would apply to the Participant's waiver of the Qualified Preretirement Survivor Annuity.

(c) For purposes of this Section, Vested Account Balance shall have the same meaning as provided in Subsection 14.5(g) (Vested Account Balance) hereof.

14.8 ***Effect of Separate Accounting, Election Prior to Election Period and/or Plan Fully Subsidizes Costs***

(a) If the Plan separately recordkeeps assets (and related income) that are transferred to the Plan from a plan that is subject to the survivor annuity requirements of ERISA § 205 [Code §§ 401(a)(11) and 417], then only those transferred assets (and related income) are subject to the provisions of this Article due to the transfer.

(b) If the Plan separately recordkeepss an amount with respect to which a Participant elects a life annuity, then only that separate Account Balance is subject to the provisions of this Article due to the Participant's election of a life annuity.

(c) The Plan may allow a Participant to elect an annuity option prior to the applicable election period described in Code § 417(a)(6). If the Plan allows a Participant to elect a life annuity option at any time (irrespective of the applicable election period defined in Code § 417(a)(6)) and such election is made, the provisions of this Article shall thereafter apply with respect to such Participant as of the beginning of such applicable election period.

(d) The provisions of this Article shall not apply with respect to the Qualified Joint and Survivor Annuity form of benefit or Qualified Preretirement Survivor Annuity form of benefit, as the case may be, if (i) the Plan "fully subsidizes" the costs of the Qualified Joint and Survivor Annuity or Qualified Preretirement Survivor Annuity, (ii) the Plan does not allow the Participant to waive the Qualified Joint and Survivor Annuity or Qualified Preretirement Survivor Annuity, and (iii) the Plan does not allow a married Participant to designate a non-Spouse Beneficiary. For purposes of this Subsection (d), the Plan fully subsidizes the costs of a benefit if under the Plan the Participant's failure to waive such benefit would not result in a decrease in any Plan benefits with respect to such Participant and would not result in increased contributions from such Participant.

ARTICLE XV
RESERVED

ARTICLE XVI
PLAN ADMINISTRATION

16.1 ***Named Fiduciary***
Unless otherwise stated by the Sponsoring Employer in the Adoption Agreement, the Named Fiduciary is the Sponsoring Employer. The Named Fiduciary shall have the ultimate authority to control and manage the operation and administration of the Plan, including, without limitation, the power to appoint the Plan Administrator to whom the authority to control and manage the operation and administration of the Plan is delegated hereunder. The Plan Administrator is the person named by the Sponsoring Employer in the Adoption Agreement. If the Plan Administrator is not named in the Adoption Agreement, the Sponsoring Employer is the Plan Administrator. If the Plan is a Non-ERISA Plan (other than a Church Plan, a Governmental Plan or any other Non-ERISA Plan that is established or maintained by an Employer or Employee organization), the Named Fiduciary shall be determined under Article I (Definitions).

16.2 ***Plan Administrator***
The Plan shall be administered by the Plan Administrator, who shall represent the Sponsoring Employer in all matters concerning the administration of the Plan. The Plan Administrator shall serve at the pleasure of the Sponsoring Employer and the Sponsoring Employer shall have the right to appoint, in its sole and absolute discretion, any successor Plan Administrator. If the Plan is a Non-ERISA Plan (other than a Church Plan, a Governmental Plan or any other Non-ERISA Plan that is established or maintained by an Employer or Employee organization), the Plan Administrator shall be determined under Article I (Definitions).

16.3 ***Power and Authority***
Subject to any applicable laws and any approvals required by the Sponsoring Employer, the Plan Administrator shall have full power and authority to interpret the provisions of the Plan (including any Funding Arrangements, subject to prior consultation with the Vendor), to adopt rules and regulations for the administration of the Plan, and to interpret, alter, amend, or revoke any rules and regulations so adopted.

16.4 ***Presumption of Fairness***
Every action taken by the Plan Administrator shall be presumed to be a fair and reasonable exercise of the authority vested in or the duties imposed upon him or her. The Plan Administrator shall be deemed to have exercised reasonable care, diligence and prudence and to have acted impartially as to all persons interested, unless the contrary be proven by affirmative evidence. The Plan Administrator's decisions shall be afforded the maximum deference permitted by applicable law. The Plan Administrator shall not be liable for amounts of Compensation deferred by Participants or for other amounts payable under the Plan.

16.5 ***Delegation of Duties***
Subject to any applicable laws and any approvals required by the Sponsoring Employer, the Plan Administrator may delegate any or all of his or her powers and duties hereunder to another person, persons, or entity (including, without limitation, the Plan's attorney, accountant, actuary, or any other party needed to administer the Plan), and may pay reasonable compensation for such services as an administrative expense of the Plan, to the extent such compensation is not otherwise paid. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

16.6 ***Appointment of Other Service Providers***
Unless such power is reserved to the Sponsoring Employer under an instrument expressly providing for the allocation of fiduciary responsibilities among the Fiduciaries, the Plan Administrator shall have the power to appoint the Vendor, the Recordkeeper, the Funding Agents and any Investment Manager.

16.7 ***Expenses***
If not paid by the Sponsoring Employer or a Participating Employer, all reasonable expenses incurred in the administration of the Plan, including without limitation those of the Vendor, if any, the Recordkeeper and the Plan Administrator, shall be paid from the Participants' Accounts to which such expenses are allocable. The Plan Administrator may establish an EBA under the Plan for the purpose of paying Plan-related expenses.

16.8 ***Claims Procedures***
Except as provided under a Funding Arrangement in the case of a Non-ERISA Plan, the Plan Administrator shall establish procedures governing claims for benefits (including procedures for filing claim forms, providing notifications of benefit determinations, and reviewing denied claims), applicable time limits, and remedies available for the redress of claims that are denied in whole or in part (including procedures required under ERISA § 503 if applicable to the Plan). In accordance with DOL guidance, the Plan's claim procedures may be furnished to Participants and Beneficiaries in the summary plan description (SPD) or, in accordance with DOL guidance, as a separate document that accompanies the Plan's SPD. The foregoing shall not be construed as requiring a Plan that is a Non-ERISA Plan to have an SPD.

16.9 ***Electronic Administration***
Any Participant or Beneficiary election under the Plan, and any forms, regulations, rules, notices or other communications to a Participant or Beneficiary under the Plan may, to the extent permitted by the Plan Administrator and by applicable law, be made electronically in a manner consistent with the requirements contained in Treasury Regulation § 1.401(a)-21 or other applicable guidance.

16.10 ***Records of the Plan***
The Plan Administrator will maintain, or cause to be maintained, all necessary records for the administration of the Plan, and file any returns and/or reports required to be filed by the Plan Administrator with the IRS, DOL, or any other governmental agency.

16.11 ***Bonding***
Every Fiduciary required to be bonded under ERISA § 412 shall be obligated to obtain such bond. Notwithstanding anything in the Plan to the contrary, the costs of such bonds shall be an expense of and shall be paid from the Plan's Accounts or other Funding Arrangement, as applicable, if not paid by the Sponsoring Employer or a Participating Employer.

16.12 ***Information From Employer***
The Sponsoring Employer and any other Participating Employer shall supply complete, accurate, and timely information to the Plan Administrator (or its designated agent), the Recordkeeper and, if any, the Vendor on all matters relevant to the administration of the Plan and such other pertinent facts or data as such persons may require.

16.13 ***Specific Section 403(b) Plan Administration Functions***

(a) Specific Functions. The Plan shall be administered, and the provisions of the various documents comprising the Plan shall be coordinated, in accordance with the terms of the Plan and the requirements of Code § 403(b). These provisions and requirements include but are not limited to:

(i) Determining whether an Employee is eligible to participate in the Plan.

(ii) Determining whether contributions comply with the applicable limitations.

(iii) Determining whether Hardship Withdrawals and loans comply with applicable requirements and limitations.

(iv) Determining that any transfers, rollovers, or purchases of service credit comply with applicable requirements and limitations.

(v) Determining that the requirements of the Plan and Code § 403(b) are properly applied, including whether the Employer is a Controlled Group Employer.

(vi) Determining the status of domestic relations orders or Qualified Domestic Relations Orders.

(b) Allocation of Functions. Administrative functions, including functions to comply with Code § 403(b) and other tax requirements, may be allocated among various persons pursuant to service agreements or other written documents. However, in no case shall administrative functions be allocated to Participants (other than permitting Participants to make investment elections for SDAs). Any administrative functions not allocated to other persons are reserved to the PIan Administrator.

(c) Administrative Appendix. Persons to whom administrative functions have been allocated, and the specific functions allocated to such persons, shall be identified in an administrative appendix to the Adoption Agreement. Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the appendix. The appendix will also include a list of all the Vendors of Funding Arrangements approved for use under the Plan, including sufficient information to identify the approved Funding Arrangements, Funding Agents and Investment Funds, as applicable. The appendix may be modified from time to time. A modification of the appendix is not an amendment of the Plan.

ARTICLE XVII
VOLUME SUBMITTER PLAN ADOPTION AND PARTICIPATION

17.1 ***Condition of Participation in Volume Submitter Plan***

In order for an Employer to be a Participating Employer in the Volume Submitter Plan, the Sponsoring Employer must, in addition to any other conditions of this Article, enter into a Pension Services Agreement unless Transamerica or its Affiliate is otherwise the Recordkeeper of the Plan or has agreed to provide plan document services on behalf of the Plan. If the Sponsoring Employer subsequently fails to satisfy the foregoing condition of participation in the Volume Submitter Plan, or if at any time the Plan, if any, fails to be a tax-deferred annuity under Code § 403(b), and the Plan cannot be amended within the time prescribed by law for retroactive plan amendments, such Plan shall be prohibited from continuing participation in the Volume Submitter Plan and shall be considered to be an individually designed plan.

17.2 ***Adoption of Volume Submitter Plan***

(a) Sponsoring Employer. Provided that it is an Eligible Employer hereunder, the Sponsoring Employer may adopt the Volume Submitter Plan as its Plan of retirement benefits for the exclusive benefit of its Employees and their Beneficiaries by executing the Adoption Agreement, subject to the Volume Submitter Practitioner's acknowledgment thereof. Such adoption shall be effective on the Effective Date stated in the Adoption Agreement. After such adoption and acknowledgment, the Sponsoring Employer shall be considered a Participating Employer under the Plan. The failure to properly fill out and complete the Adoption Agreement may result in the failure of the Plan to be a tax-deferred annuity under Code § 403(b).

(b) Participating Employer. Provided that it is an Eligible Employer hereunder, any Affiliate or non-Affiliate of the Sponsoring Employer who is identified in the Adoption Agreement may adopt the Plan as its Plan of retirement benefits for the exclusive benefit of its Employees and their Beneficiaries by executing the Participation Agreement, subject to the Sponsoring Employer's acceptance thereof. Such adoption shall be effective on the date stated in the Participation Agreement. After such adoption, the Employer shall be considered a Participating Employer under the Plan and shall be deemed to be a signatory to the Adoption Agreement, and shall be bound by the terms of the Plan (including, without limitation, the Funding Arrangement(s)) for as long as the Plan remains in effect or until and unless such Affiliate withdraws participation from the Plan or is no longer an Eligible Employer. By signing the Participation Agreement, the Participating Employer appoints the Sponsoring Employer as its attorney-in-fact and agent for service of process unless another person is otherwise designated in the Participation Agreement.

17.3 ***Obligations of a Participating Employer***

(a) The same Adoption Agreement provisions elected by the Sponsoring Employer shall be applicable to the Related Participating Employer.

(b) Whenever a right or obligation is imposed upon the Employer by the terms of the Plan, the same shall extend to the Participating Employer as the "Employer" under the Plan and shall be separate and distinct from that imposed upon the Sponsoring Employer. The Participating Employer shall be a party to the Plan and treated in all respects as the Employer thereunder.

(c) Plan assets (and increments thereon) attributable to the Participants of the Participating Employer shall be commingled, held and invested with the Plan assets (and increments thereon) attributable to the Participants of any other Participating Employer. Such Plan assets shall be available to pay the benefits of a Participant (or, if applicable, his or her Beneficiary) who is an Employee of the Sponsoring Employer or of any Participating Employer.

(d) Employer Contributions and related Forfeitures of a Participating Employer shall be allocated to Eligible Participants as determined by the Sponsoring Employer in its sole discretion.

(e) The Sponsoring Employer or Participating Employer, as applicable, must notify the Volume Submitter Practitioner of any changes in the information or elective provisions set forth in the Adoption Agreement or the Participation Agreement, including, by way of example, any address change or name change, within thirty (30) days of such change. The Volume Submitter Practitioner reserves the right to require the Employer's execution of a new Adoption Agreement for any such changes.

(f) General Plan administrative expenses that are to be paid by the Employer or borne by the Plan shall, unless otherwise paid by the Sponsoring Employer, be paid by each Participating Employer in the same proportion that the total amount standing to the credit of all Plan Participants of such Participating Employer bears to the total standing to the credit of all Participants.

(g) By adopting the Volume Submitter Plan, the Sponsoring Employer (and any Participating Employers) acknowledges the Volume Submitter Practitioner's copyright intellectual property interest in the Volume Submitter Plan, including the Basic Plan Document, the Adoption Agreement and the Funding Arrangement(s).

(h) A Participating Employer shall be bound by any and all actions taken by the Sponsoring Employer, the Plan Administrator or any other Plan Fiduciary with respect to the Plan.

(i) A Participating Employer shall perform all acts that are necessary for the continued maintenance of the Plan by the Sponsoring Employer in the ordinary course of the Plan's operations.

17.4 ***Withdrawal From Volume Submitter Plan Participation***

Any Participating Employer may withdraw its participation in the Plan and/or any Funding Arrangement(s) thereunder. Written notice of withdrawal shall be provided by such Participating Employer to the Sponsoring Employer (if the Participating Employer is not the Sponsoring Employer), the Vendor, and the Volume Submitter Practitioner. In accordance with the Funding Arrangement, if applicable, the Vendor shall thereafter deliver and assign the assets allocable to the Participants (and Beneficiaries) of the withdrawing Participating Employer to the successor Insurance Company or the successor Custodian of assets designated by the Participating Employer, provided the transfer does not result in the elimination or reduction of benefits under Code § 411(d)(6) to the extent applicable to the Plan. If no successor Insurance Company or Custodian is designated, the assets attributable to the Participants (and Beneficiaries) of such Participating Employer shall remain in the Plan until a distributable event occurs provided such assets are held and invested in accordance with Code § 403(b) requirements. If the withdrawing Participating Employer is the Sponsoring Employer, any other Participating Employer shall be treated as also withdrawing from the Plan and Funding Arrangement(s) unless such other Participating Employer becomes the Sponsoring Employer by following the procedures of this Article for becoming the Sponsoring Employer, or if there are more than one other Participating Employers, one such Participating Employer agrees to become the Sponsoring Employer for all remaining Participating Employers by following the procedures of this Article for becoming the Sponsoring Employer. Any Participating Employer that ceases to be an Affiliate of the Sponsoring Employer may continue to be a Participating Employer by following the procedures of this Article for becoming the Sponsoring Employer or an Unrelated Participating Employer. If a Participating Employer that ceases to be an Affiliate of the Sponsoring Employer does not become the Sponsoring Employer by the end of the transition period for certain dispositions set forth in Code § 410(b)(6)(C) or does not timely become an Unrelated Participating Employer, then the Plan will be considered to be an individually designed plan with respect to such Participating Employer.

17.5 ***Unrelated Participating Employer Requirements***

(a) In General. The provisions of this Section shall apply with respect to any Unrelated Participating Employer, and such provisions shall supersede any contrary or conflicting provisions of this Article.

(i) The Plan Administrator may, but shall not be required to, commingle, hold and invest as one pooled fund all contributions made by the Unrelated Participating Employers, as well as all increments thereof.

(ii) The transfer of any Participant from or to an Unrelated Participating Employer shall not affect such Participant's rights under the Plan, and all amounts credited to such Participant's Account, his or her Service with the Employer or Unrelated Participating Employer and his length of participation in the Plan shall continue to his or her credit.

(iii) All Account Balances forfeited by reason of a Participant's Severance from Employment shall be allocated to the Accounts of Participants who are Employees of the Employer or Unrelated Participating Employer who employed the Participant at the time of termination. (The foregoing shall not be construed as requiring such Forfeiture where the Participant continues employment with another Participating Employer following such Severance from Employment.)

(iv) Any expenses of the Plan that are to be paid by the Employer or borne by the Plan shall be paid by each Unrelated Participating Employer in the same proportion that the initial amount standing to the credit of all Participants employed by such Employer bears to the total standing to the credit of all Participants.

(b) Employee Transfers. It is anticipated that an Employee may be transferred between Participating Employers, and in the event of any such transfer, the Employee involved shall carry with him his accumulated Service and eligibility. Even if such transfer constitutes a Severance from Employment hereunder, the Employer to whom the Employee is transferred shall thereupon become obligated hereunder with respect to such Employee in the same manner as was the Employer from whom the Employee was transferred.

(c) Employer Contributions and Forfeitures. Any Employer Contribution or Forfeiture subject to allocation during each Plan Year shall be determined separately for each Unrelated Participating Employer, and shall be allocated only to Employees of the affected Unrelated Participating Employer in accordance with the provisions of the Plan. On the basis of the information furnished by the Plan Administrator, a Vendor shall keep separate books and records concerning the affairs of each Unrelated Participating Employer and as to the balances and credits of the Employees of each Unrelated Participating Employer. In the event of an Employee transfer from one Participating Employer to another Participating Employer, the newly employing Employer shall immediately notify the Plan Administrator thereof.

(d) Discontinuation of Participation. Any Unrelated Participating Employer shall be permitted to discontinue or revoke its participation in the Plan at any time. At the time of any such discontinuance or revocation, satisfactory evidence thereof and of any applicable conditions imposed shall be delivered to the Sponsoring Employer and Plan Administrator. The Plan Administrator shall thereafter transfer, deliver and assign Plan assets allocable to the Participants of the Unrelated Participating Employer who has terminated participation to such new Vendor as shall have been designated by that Unrelated Participating Employer, in the event that it has established a separate plan for its Employees. Notwithstanding the foregoing,

no such transfer shall be made by the Plan Administrator if the result is the elimination or reduction of any Code § 411(d)(6) protected benefit to the extent applicable to the Plan. If no successor Vendor is designated, the Plan Administrator shall retain such assets for the Employees of the terminating Unrelated Participating Employer until a distributable event occurs provided such assets are held and invested in accordance with Code § 403(b) requirements. In no such event shall any part of the assets of the Plan as it relates to the terminating Unrelated Participating Employer be used for or diverted for purposes other than for the exclusive benefit of the Employees of that Unrelated Participating Employer.

17.6 ***Plan Administrator's Authority***

The Plan Administrator shall have the authority to make any and all necessary rules or regulations, binding upon all Participating Employers and all Participants (and their Beneficiaries) to effectuate the purposes of this Article.

ARTICLE XVIII
AMENDMENT OR TERMINATION OF PLAN; MERGER, CONSOLIDATION, OR TRANSFER OF ASSETS

18.1 ***Amendments by the Volume Submitter Practitioner***

(a) The provisions of this Section shall be effective on the date the Adoption Agreement is first signed by the Sponsoring Employer, which action shall constitute the Sponsoring Employer's agreement with the provisions of this Section. The Volume Submitter Practitioner will amend the Plan on behalf of all Participating Employers for changes in the Code, regulations, revenue rulings, other statements published by the IRS, including model, sample or other required good faith amendments, but only if such amendments will not cause such Plan to be an individually designed plan, and for corrections of prior approved plans. Notwithstanding the foregoing, the Volume Submitter Practitioner may require the Sponsoring Employer (and, if applicable, the Vendor) to also sign certain amendments if the adoption of such amendments is optional or if such amendments contain provisions that permit more than one option from which to choose. These amendments will be applied to all Participating Employers who have adopted the Plan.

(b) The Volume Submitter Practitioner will no longer have the authority to amend the Plan on behalf of any Employer as of: (i) the date the IRS requires the Sponsoring Employer to file Form 5300 as an individually designed plan as a result of an amendment to the Plan to incorporate a type of plan not allowable in the Volume Submitter program, as described in Rev. Proc. 2013-22, (ii) the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments, or (iii) the date the Volume Submitter Practitioner has discontinued or abandoned its sponsorship of the Volume Submitter Plan, subject to one hundred eighty (180) days' prior written notice of such discontinuation to the Sponsoring Employer. If, for any reason, the Sponsoring Employer is no longer able to rely on the advisory letter because of one of the reasons described herein, the Sponsoring Employer will not be able to obtain a determination letter from the IRS as the IRS is not establishing a determination letter program for §403(b) plans pursuant to Rev. Proc. 2013-22 § 4.01(3).

(c) The Volume Submitter Practitioner will maintain, or have maintained on its behalf, a record of the Participating Employers that have adopted the Plan, and the Volume Submitter Practitioner will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all plan amendments and that Sponsoring Employers adopt new documents when necessary. (The Volume Submitter Practitioner's notification to the Sponsoring Employer shall be deemed a notification to all Participating Employers who are indicated in the Adoption Agreement.) The provisions of this Section shall supersede the other provisions of the Plan to the extent those other provisions are inconsistent with this Section.

18.2 ***Employer's Right to Terminate and Amend the Plan and Funding Arrangement(s)***

(a) Amendment or Termination of the Plan. Subject to Subsection (d) (Limitations on Amendments) below and Section 18.5 (Distributions Upon Plan Termination), the Sponsoring Employer reserves the right to amend or terminate the Plan at any time by an instrument in writing duly executed by the Sponsoring Employer, provided such amendment does not decrease the Vested Interest of any Participant. A Participating Employer has the right to discontinue contributions completely at any time. The Sponsoring Employer shall provide to the Volume Submitter Practitioner at least sixty (60) days' advance written notice of its intent to amend or terminate the Plan.

(b) Amendment or Termination of a Funding Arrangement. Subject to Subsection (d) (Limitations on Amendments) below, the Sponsoring Employer reserves the right to amend or terminate a Funding Arrangement, if any, at any time by an instrument in writing duly executed by the Sponsoring Employer and, in the case of an amendment of a Funding Arrangement, the Vendor if required by the Funding Arrangement. No modification, amendment, or termination of the Plan shall be construed as a termination of a Funding Arrangement so as to require the Vendor to make a distribution of the assets to any Participant, unless otherwise expressly provided for in the Plan or expressly directed by the Plan Administrator. The Sponsoring Employer shall provide to the Insurance Company or Custodian as applicable at least sixty (60) days' advance written notice of its intent to amend or terminate the Annuity Contract or Custodial Account, whichever is applicable.

(c) Amendments Permitting Reliance on Advisory Letter. Except in the following instances, if the Sponsoring Employer amends the Plan or a Funding Arrangement, or the nonelective provisions of the Adoption Agreement for any other reason, such Sponsoring Employer (and any Participating Employers) will no longer be eligible to participate in this Volume Submitter Plan, but will be considered to have an individually designed plan:

(i) Changes to the choice of options in the Adoption Agreement, including, without limitation, changes eliminating future contributions for existing Participants or limiting participation to existing Participants and Employees;

(ii) Overrides to the Adoption Agreement that allow the Plan to satisfy Code § 415 or to avoid duplication of minimums because of the required aggregation of multiple plans;

(iii) Amendments to administrative provisions of an Annuity Contract or Custodial Account that make more limited amendments such as the name of the Plan, Employer, Insurance Company or Custodian, Plan Administrator and other Fiduciaries, the plan year, and the name of any pooled fund in which the Plan will participate;

(iv) Certain sample or model amendments published by the IRS or other required good faith amendments that specifically provide that their adoption will not cause the Plan to be treated as individually designed;

(v) Additions or changes to provisions permitted under the Plan and/or to specify or change the Effective Date of a provision as permitted under the Plan; and

(vi) Protected benefits that must be retained in an amendment or restatement of the Plan.

Notwithstanding the foregoing, the Sponsoring Employer may attach to their Adoption Agreement a list of Code § 411(d)(6) protected benefits and prior plan provisions using an appendix to the Adoption Agreement. Such a list will not be considered an amendment to the Plan.

(d) Limitations on Amendments.

(i) No Plan amendment may be made that shall change the duties, responsibilities or liabilities of a Vendor or the Volume Submitter Practitioner without their respective consents. In the event of an amendment which changes the duties, responsibilities or liabilities of a Vendor or the Volume Submitter Practitioner, to which the Vendor or the Volume Submitter Practitioner, as applicable, does not consent, such amendment shall not become effective until the resignation of the non-consenting Vendor or non-consenting Volume Submitter Practitioner, as applicable, becomes effective. No Vendor's consent shall be required in the case of termination of a Funding Arrangement provided applicable advance written notice is provided as required herein.

(ii) As further provided in Article IX (Vesting and Forfeitures), if the vesting schedule of the Plan is amended, the nonforfeitable percentage (determined as of the later of the date the amendment is adopted or the date it becomes effective) of the Account Balance of an Employee who is a Participant as of such later date will not be less than the percentage computed under the Plan without regard to such amendment. If an amendment is made, such amendment must not permit the Plan to discriminate, as to coverage or as to allocation of contributions or earnings, in favor of Employees who are officers, shareholders, or Highly Compensated Employees (unless the Plan is a Governmental Plan or the Employer is a Church), nor cause the Plan to lose its exemption from federal income tax.

(iii) As further provided in Article IX (Vesting and Forfeitures), if there is a partial or a complete discontinuance of Employer Contributions to the Plan (or the Plan is partially terminated with regard to a group of Participants), each affected Participant will have a one hundred percent (100%) Vested Interest in the Value of his Account.

(iv) Except as permitted by Treasury Regulations (including Treas. Reg. § 1.411(d)-4) or other IRS guidance, no Plan amendment or transaction having the effect of a Plan amendment (such as a merger, consolidation, plan transfer or similar transaction) shall be effective if it eliminates or reduces any “ERISA § 204(g) [Code § 411(d)(6)] protected benefit" to the extent applicable to the Plan or adds or modifies conditions relating to "ERISA § 204(g) [Code § 411(d)(6)] protected benefits" that results in a further restriction on such benefits unless such "ERISA § 204(g) [Code § 411(d)(6)] protected benefits" are preserved with respect to benefits accrued as of the later of the adoption date or Effective Date of the amendment.

"ERISA § 204(g) [Code § 411(d)(6)] protected benefits" are benefits described in ERISA § 204(g) [Code § 411(d)(6)(A)], early retirement benefits and retirement-type subsidies, and optional forms of benefit.

Notwithstanding the foregoing, a Plan amendment that eliminates or restricts the ability of a Participant to receive payment of his or her Account under a particular optional form of benefit does not affect ERISA § 204(g) [Code § 411(d)(6)] protected benefits if the amendment provides a single sum distribution form that is otherwise identical to the optional form of benefit being eliminated or restricted. For this purpose, a single sum distribution form is otherwise identical only if the single sum distribution form is identical in all respects to the eliminated or restricted optional form of benefit (or would be identical except that it provides greater rights to the Participant) except with respect to the timing of payments after commencement.

18.3 ***Merger, Consolidation, or Transfer of Assets***

(a) Merger, Consolidation or Transfer. As permitted under the Code and any Treasury Regulations or other guidance issued thereunder, a Sponsoring Employer has the right to merge or consolidate the Plan with, or transfer its assets or liabilities to, any other plan. A merger or consolidation of the Plan with, or the transfer of its assets or liabilities to, another plan shall cause the Plan to become an individually designed plan if the Plan is not the surviving plan following any such transaction or, if the Plan is the surviving plan, any amendment of the Plan resulting from such merger, consolidation or transfer is not consistent with Section 18.2(c) (Amendments Permitting Reliance on Advisory Letter). The Sponsoring Employer shall provide to the Recordkeeper and Volume Submitter Practitioner at least sixty (60) days’ advance written notice of its intent to merge or consolidate the Plan with, or transfer its assets or liabilities to, any other plan.

(b) Benefits Preserved. In the event of any merger or consolidation of the Plan with, or transfer of assets or liabilities of the Plan to, any other section 403(b) plan, each Participant shall (if such other plan then terminated) be entitled to receive a benefit immediately after such merger, consolidation, or transfer that is equal to or greater than the benefit he or she would have been entitled to receive immediately before such merger, consolidation, or transfer (if the Plan had then terminated)

and such transfer, merger or consolidation does not otherwise result in the elimination or reduction of any "Code § 411(d)(6) protected benefits" to the extent applicable to the Plan.

(c) Plan to Plan Transfers. Transfers to or from the Plan shall be subject to the applicable provisions of Article III (Employee Contributions) or Article XI (In-Service Withdrawals and Loans), whichever is applicable.

18.4 ***Abandonment***

(a) General Rule. In the event that all Participating Employers declare bankruptcy or become insolvent, and are liquidated or cease to operate or exist, the Plan shall be automatically terminated in accordance with the requirements of the Code and ERISA (as applicable) or other guidance issued thereunder and, to the extent permitted by the Code and ERISA (as applicable), all assets shall be distributed to Participants and Beneficiaries, which may, but are not required to, be in the form of Annuity Contracts; provided, however, that if the Plan cannot be terminated, Transamerica may, in accordance with any applicable law, apply to an applicable court of law for the appointment of a receiver of the Plan who shall also serve as Plan Administrator.

(b) Costs. Any costs incurred by Transamerica due to the abandonment of the Plan shall be payable pursuant to the Plan's rules for the payment of administrative expenses.

18.5 ***Distributions Upon Plan Termination***

In the event of the termination of the Plan, and notwithstanding any otherwise conflicting provisions in the Plan, all nonvested amounts under the Plan will be fully vested, and subject to any restriction contained in the terms governing the applicable Funding Arrangment. All Accounts will be distributed, provided that the Sponsoring Employer and any Participating Employer on the date of termination do not make contributions to an alternative Code § 403(b) plan that is not a part of the Plan during the period beginning on the date of Plan termination and ending twelve (12) months after the distribution of all assets from the Plan, except as permitted by Treasury Regulations.

All Accounts will, at the direction of each Participant or Beneficiary as applicable, be (a) distributed directly to such Participants or their Beneficiaries, or (b) transferred directly to another Eligible Retirement Plan. In the absence of a timely distribution election by a Participant or Beneficiary to whom the Plan Administrator has issued the appropriate notice, the Plan Administrator may direct the transfer of the Participant's or Beneficiary's Account to another section 403(b) plan maintained by the Employer or, if the Employer does not maintain another section 403(b) plan, to an individual retirement account with an institution selected by the Plan Administrator, except that if the Participant's or Beneficiary's Account equals $1,000 or less, a lump sum payment may be made directly to such Participant or Beneficiary. In the case of a deceased Participant's Account that is due to a Distributee who is a missing, non-Spouse Beneficiary, such Account shall be rolled directly to an inherited individual retirement plan as defined in Code § 402(c)(11). Notwithstanding any otherwise conflicting provision of the Plan, Spousal Consent shall not be required for any involuntary distribution or transfer made pursuant to a termination of the Plan and at the direction of the Plan Administrator.

In order for the Plan to be considered terminated, all Accumulated Benefits under the Plan must be distributed to all Participants and Beneficiaries as soon as administratively practicable after termination of the Plan. For this purpose, delivery of a fully paid individual Annuity Contract is treated as a distribution.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

19.1 ***No Right of Employment***

Nothing contained herein shall be deemed to give any Employee the right to be retained in employment or to interfere with the rights of a Participating Employer to discharge him or her at any time.

19.2 ***Inalienability of Benefits***

(a) General Rule. Except as permitted in Subsection (b) below, the rights or interests of any person under the Plan may not be assigned or alienated, and to the extent permitted by law, no benefit payments under the Plan shall be subject to assignment, transfer, attachment, execution, garnishment, sequestration, or any other seizure under any legal or equitable process for the payment of any claims against any person entitled to receive the same.

(b) Exceptions.

(i) The rights or interest of any person under the Plan shall be subject to alienation in compliance with the requirements of ERISA § 206(d) or Code § 401(a)(13).

(ii) If the Plan is served with a "domestic relations order," as defined in ERISA § 206(d)(3)(B)(ii), such order shall be reviewed in accordance with separate written procedures established by the Plan Administrator to determine whether such domestic relations order is a QDRO unless the Plan is a Non-ERISA Plan. The Value of any benefits held in a separate Account for the benefit of an Alternate Payee shall be subject to the Mandatory Distribution provision of Article XII (Benefit Distributions, Commencement and Forms) as if such Alternate Payee was a Participant.

(iii) A QDRO may direct that an Alternate Payee may immediately receive a distribution under the Plan of any Vested Interest even though the Participant would not be entitled to receive a distribution at such time.

(iv) The Plan Administrator is empowered to comply with any IRS Levy.

19.3 ***Prohibition Against Diversion of Funds***

(a) General Rule. Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan or, as applicable, of a Funding Arrangement, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the assets or income of the Plan or any Funding Arrangement maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries.

(b) Employer Contributions. A Participating Employer may demand repayment of certain Employer Contributions subject to, and in accordance with, the applicable provisions of Article IV (Employer Contributions). Earnings of the Plan attributable to the contributions may not be returned to the Participating Employer but any losses attributable thereto must reduce the amount so returned.

19.4 ***Allowance of Expenses***

(a) Allocation of Expenses Among Participating Employers. If not paid or reimbursed by the Sponsoring Employer, the Plan Administrator in its sole discretion may allocate the administrative expenses among the Participating Employers in such manner as it deems reasonable and that complies with applicable law.

(b) Allocation of Expenses Among Participants' Accounts. If the reasonable administrative expenses of the Plan shall be paid out of the assets held by the Plan, such expenses shall be paid out of the Plan or charged directly to Participants' (and their Beneficiaries') Accounts. In such event, the Plan Administrator in its sole discretion may allocate the administrative expenses among the Participants' (and their Beneficiaries') Accounts in such manner as it deems reasonable and that complies with applicable law. Except as otherwise elected in the Adoption Agreement, individual administrative fees and expenses that are attendant to a particular Participant may be charged directly against the individual Account of such Participant.

19.5 ***Fiduciary Provisions***

(a) Delegation of Duties. Other than the Named Fiduciary and the Plan Administrator, no Plan Fiduciary may delegate its duties and designate other persons to carry out any of its fiduciary responsibilities under the Plan without the consent of the Named Fiduciary or other person appointing such Plan Fiduciary.

(b) Fiduciary Advice. A Plan Fiduciary may employ one or more persons to render advice with regard to any fiduciary responsibility he or she may have under the Plan.

(c) Capacity as Fiduciary. Any person may serve in more than one fiduciary capacity under the Plan.

(d) Exclusive Benefit. A Plan Fiduciary shall discharge his or her duties with respect to the Plan solely in the interest of the Participants and Beneficiaries for the exclusive purpose of providing benefits to such persons and defraying reasonable expenses of administering the Plan, and with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

(e) Co-Fiduciary Liability. Except to the extent required by ERISA § 405, no Fiduciary shall be liable for any act or omission of another person in carrying out any fiduciary responsibility where such fiduciary responsibility is allocated to such other person by or pursuant to the Plan.

19.6 ***Limitation on Liability***

(a) In no event shall a Participating Employer's liability to pay benefits to a Participant under the Plan exceed the Value of the amounts credited to the Participant's Account.

(b) Neither a Participating Employer, the Plan Administrator, Transamerica nor any other party shall be liable for losses arising from depreciation or shrinkage in the Value of any investments acquired under the Plan or a Funding Arrangement thereunder.

(c) Unless otherwise expressly agreed by a Plan service provider, no service provider to the Plan (including, without limitation, a Funding Agent) shall be considered a party to the Plan or the Funding Arrangement(s) for any purpose, nor in any way responsible for its performance, validity or sufficiency. Such service provider will only be obligated by the terms of the service contract or arrangement entered into by such service provider. A service provider will be fully protected in accepting and acting upon the request, advice or representation of, or any instrument executed by, the Employer, the Plan Administrator, or any Named Fiduciary without ascertaining the accuracy of such request, advice or representation or the authority of the Employer, the Plan Administrator or the Named Fiduciary to so act. A service provider shall be fully protected in dealing with the Employer, Plan Administrator or Named Fiduciary, as designated by the latest written notification received by the service provider at its principal office from the Employer, Plan Administrator or Named Fiduciary. The Recordkeeper and/or Vendor shall be fully discharged from liability for any amount paid to a service provider, or to any other person, in accordance with the direction of the Employer, Plan Administrator or Named Fiduciary, or for any change made or action taken upon such direction; nor will it be obligated to see to the proper application of funds paid to a service provider or to any other person.

(d) To the extent permitted by law, no Plan Administrator nor any person who is or was a director, officer, or Employee of an Sponsoring Employer or Participating Employer, as applicable, will be personally liable for any act done or omitted to be done in good faith in the administration of the Plan or a Funding Arrangement. To the extent not indemnified or saved harmless under any liability insurance or other indemnification arrangement with respect to the Plan or a Funding Arrangement, any Employee of the Sponsoring Employer or Participating Employer, as applicable, to whom the Sponsoring Employer or Participating Employer, as applicable, has delegated any portion of its responsibilities under the Plan, and any person who is or was a director or officer of the Sponsoring Employer or Participating Employer, as applicable, will, to the extent permitted by law, be indemnified and saved harmless by the Sponsoring Employer or Participating Employer, as applicable, from and against any and all liability or claims of liability (including, without limitation, any investigatory actions, judicial proceedings, judgments, losses, damages, civil penalties, excise taxes, interest and any other form of liability of any kind) to which they may be subjected by reason of any act done or omitted to be done in good faith in connection with the administration of the Plan or a Funding Arrangement or the investment of the Plan's assets, including all expenses reasonably incurred in their defense if the Sponsoring Employer or Participating Employer, as applicable, fails to provide such defense after having been requested to do so in writing.

19.7 ***Indemnification***

(a) To the extent permitted by applicable law, the Plan shall indemnify and hold harmless each member of the Board, the Plan Administrator, a Vendor, Transamerica, and the Employees, directors, and officers of each Participating Employer ("Covered Persons" for purposes of this Subsection) from and against any and all claims of liability arising in connection with the exercise of their duties and responsibilities to the Plan, including all expenses reasonably incurred in their defense, unless:

(i) It shall be established by final judgment of a court of competent jurisdiction that such act or omission involved a violation of the duties imposed by Part 4 of Title I of ERISA or gross negligence or willful misconduct on the part of such Covered Person; or

(ii) In the event of settlement or other disposition of such claim involving the Plan, it is determined by written opinion of independent counsel that such act or omission involved a violation of duties imposed by Part 4 of Title I of ERISA or gross negligence or willful misconduct on the part of such Covered Person.

(b) To the extent permitted by applicable law, all expenses (including reasonable attorneys' fees and disbursements), judgments, fines and amounts paid in any settlement incurred by the Covered Person in connection with any of the proceedings described above shall be paid from the assets of the Plan, provided that:

(i) The Covered Person shall repay such advances to the Plan, with reasonable interest, if it is established by a final judgment of a court of competent jurisdiction, or by a written opinion of independent counsel, that the Covered Person violated Part 4 of Title I of ERISA, was grossly negligent, or engaged in willful misconduct; and

(ii) The Covered Person shall provide a bond, letter of credit or make other appropriate arrangements for repayment of advances.

Notwithstanding the foregoing, no such advances shall be made in connection with any claim against the Covered Person that is made by or on behalf of the Plan, provided that upon the final disposition of such claim, the expenses (including reasonable attorneys' fees and disbursements), judgments, fines and amounts paid in settlement shall be reimbursed by the Plan to the extent provided above.

(c) The indemnification provided above shall apply only to claims and expenses not actually covered by insurance. To the extent not covered by insurance or reimbursed by the Plan, each Participating Employer shall indemnify each Covered Person acting as a Plan Fiduciary against any and all liabilities or expenses, including all legal fees relating thereto, arising in connection with the exercise of their duties and responsibilities to the Plan, provided, however, that each Participating Employer shall not indemnify any person for liabilities or expenses due to that person's own gross negligence or willful misconduct.

19.8 ***Action by the Employer***
Whenever any person who is an officer or other authorized representative of an Employer, Named Fiduciary or Plan Administrator performs any act or provides any direction on behalf of the Employer, Named Fiduciary or Plan Administrator, such act or direction shall be deemed the act or direction of the Employer, Named Fiduciary or Plan Administrator, as applicable. Directions from an Employer, Named Fiduciary or Plan Administrator may be made through electronic or mechanical means or media, including, without limitation, voice response system, email and facsimile.

19.9 ***Electronic Writings***
Notwithstanding any provision of the Plan to the contrary, commonly accepted means of electronic communication approved of by both the Sponsoring Employer and Transamerica may be used for any activity under the Plan for which a writing is required. Any such communication shall comply with any applicable Treasury or DOL Regulations or other guidance issued thereunder.

19.10 ***Correction of Plan Errors and Fiduciary Breaches***

(a) The Plan Administrator, in cooperation with any applicable Employer and in accordance with any correction procedures established under the Plan, shall determine and implement the proper method for the correction of errors involving the operation and administration of the Plan or of Plan document failures. In effectuating the foregoing, the Plan Administrator may, but is not required to, use any method prescribed under the IRS's Employee Plans Compliance Resolution System or any such successor program or process ("EPCRS").

(b) Any Fiduciary, in cooperation with the Plan Administrator or any applicable Employer with or without the assistance of legal counsel, may undertake to correct any breach of fiduciary responsibilities under the Plan through any method prescribed under the DOL's Voluntary Fiduciary Correction Program or any such successor program or process ("VFCP"). Any expenses, penalties or other liabilities incurred under VFCP shall be subject to the indemnification provisions of this Article.

19.11 ***Receipt and Release for Payments***
Any payment to any Participant, the Participant's legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of the Plan, shall, to the extent thereof, be in full satisfaction of all claims against Transamerica, a Vendor, the Sponsoring Employer and any Participating Employer.

19.12 ***State Community Property Laws***
The terms and conditions of the Plan shall be applicable without regard to the community property laws of any state or commonwealth.

19.13 ***Unclaimed Benefits***
The Plan Administrator shall establish procedures ("unclaimed benefits procedures") for locating and administering the benefits of missing Plan Participants and Beneficiaries. In the sole discretion of the Plan Administrator, such unclaimed benefits procedures may be separate or part of the Plan's regular claims procedures. The Plan Administrator shall not take any action under the Plan's unclaimed benefits procedures that would contravene the provisions of the Code, ERISA, or any other applicable law.

19.14 ***Titles and Subheadings***
The titles and subheadings used in this document are for reference purposes only.

19.15 ***Obligations of the Parties***
All parties to the Plan and all persons claiming any interest whatsoever hereunder agree to perform any and all acts and execute any and all documents and papers that may be necessary or desirable for the establishment and maintenance of the Plan, its operation and the implementation of its provisions.

19.16 ***Severability of Provisions***

If one or more of the provisions of the Plan or a Funding Arrangement are declared void by an authority having legal jurisdiction, or are determined to be inconsistent with the exempt purposes of the Plan, or inconsistent with the primary purpose of the Plan, such declaration or determination will not be construed so as to impair the validity of the remaining provisions, it being the intent of the Sponsoring Employer that the Plan and Funding Arrangement(s) are to be executed and are to remain effective as if the void or inconsistent provision had not been included herein.

19.17 ***Governing Law***

The Plan shall be interpreted, applied, governed by and construed in a uniform and nondiscriminatory manner, in accordance with the laws of the state in which the executive offices of the Sponsoring Employer are located except as such laws may be superseded by ERISA (if applicable to the Plan), the Code, or any other applicable federal law. Anything in the Plan or any amendment hereof to the contrary notwithstanding, no provision of the Plan shall be construed so as to violate the requirements of ERISA (if applicable to the Plan) or the requirements of the Code necessary for the Plan to be a section 403(b) plan.

TRANSAMERICA RETIREMENT SOLUTIONS, LLC

VOLUME SUBMITTER

403(b) TAX DEFERRED ANNUITY PLAN

AMENDMENT TO THE TRANSAMERICA RETIREMENT SOLUTIONS, LLC VOLUME SUBMITTER 403(b) TAX DEFERRED ANNUITY PLAN ("VOLUME SUBMITTER PLAN").

ARTICLE I
PREAMBLE

1.1 Amendment Authority. The undersigned volume submitter practitioner ("Volume Submitter Practitioner") has the authority to amend the Plan on behalf of all adopting Employers, as more particularly set forth in the Plan. (Unless otherwise defined herein or the context suggests otherwise, all capitalized terms herein shall have the meaning set forth in the Plan.)

1.2 Adoption and Effective Date of Amendment. This amendment ("Amendment") to the Volume Submitter Plan is made by the Volume Submitter Practitioner to implement the Proposed Treasury Regulations (published on January 18, 2017) which allows the use of forfeitures to offset Employer Contributions that are Qualified Nonelective Contributions (QNECs), Qualified Matching Contributions (QMACs), and safe harbor contributions made pursuant to Internal Revenue Code (Code) sections 401(k)(12) and 401(m)(11). Each adopting Employer of this Volume Submitter Plan is treated as having amended its Plan, as provided herein, effective as of the first day of the Plan Year in which this Amendment is adopted by the Volume Submitter Practitioner, or if different, the earliest effective date permissible by applicable law.

1.3 Supersession of Inconsistent Provisions. This Amendment shall supersede the provisions of the Volume Submitter Plan and the adopting Employer's Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

1.4 Effect of restatement of Plan. If the Employer restates its Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are incorporated into such restatement or are otherwise amended.

ARTICLE II
AMENDMENT PROVISIONS

Notwithstanding any provision in the Plan to the contrary, if a Plan permits forfeitures to be used to reduce future Employer contributions, then such forfeitures may be used to reduce Employer contributions that are Qualified Nonelective Contributions (QNECs), Qualified Matching Contributions (QMACs) and safe harbor contributions made pursuant to Internal Revenue Code (Code) section 401(m)(11). If there is any language in the Plan which specifies or implies that QNECs, QMACs or safe harbor contributions made pursuant to Code section 401(m)(11) must be 100% vested at the time made, such language is modified to provide that such contributions must be 100% vested only at the time such contributions are allocated.

Signed at Harrison, New York on this 1st day of September, 2017.

Volume Submitter Practitioner Name: Transamerica Retirement Solutions, LLC

By: 

Title: Vice President

Unclaimed Benefit Procedures

TRANSAMERICA® Retirement Solutions

Unclaimed Benefit Procedures
(For Qualified, 403(b) ERISA, Church and Government Plans)

Transamerica Retirement Solutions Corporation ("TRSC") has developed the following procedures for locating participants, former participants and beneficiaries who have unclaimed benefits due to uncashed checks or returned checks ("Lost Participants"). These procedures have been designed to satisfy your fiduciary requirements for locating Lost Participants. TRSC is prohibited from providing legal advice outside of the company. You should ask your legal counsel to review these procedures.

The following Unclaimed Benefit Procedures are effective for checks issued on or after January 1, 2015, and will be followed for handling benefits, which are payable to Lost Participants. A private locator service, CLEAR, will be used to locate such former Lost Participants. The Plan Administrator or TRSC may choose to use another service in the future.

Returned Checks: No follow-up attempts are made on check amounts of $75.00 or less.

1. If a check is returned as undeliverable, TRSC will perform an address search using CLEAR.

2. If a new address is found, TRSC will send the check to the new address.

3. If a new address is not available, the following will occur as soon as administratively possible:

    a) If the amount of the distribution is $75.00 or less (net of taxes withheld, if any), the amount will be deposited into the plan's forfeiture or similar unallocated account. Subject to the plan's terms, the amounts may be used to pay plan expenses or claims of former participants and beneficiaries, restore participant accounts or as employer contributions.
    b) If the amount of the distribution is greater than $75.00 (net of taxes withheld, if any), the amount will be deposited back into the participant's account in an after-tax unclaimed benefits source as of a current date in the most conservative investment fund option available under the Plan ("Credited Amount") .
    c) If the amount of the distribution is for a nondiscrimination testing refund, excess deferral refund, 415 excess contribution refund, or refund of a loan payment the amount will be escheated to the appropriate state at the appropriate time.

4. The Credited Amount is not subject to tax withholding in a subsequent distribution. However, earnings on the Credited Amount are subject to tax withholding when distributed.

5. If a new address is not available, the following will occur as soon as administratively possible:

    a) The amount of the distribution will be deposited into the participant's account as of a current date in the most conservative investment fund option available under the Plan ("Credited Amount").
    b) If the amount of the distribution is for a nondiscrimination testing refund, excess deferral refund, 415 excess contribution refund, or refund of a loan payment the amount will be escheated to the appropriate state at the appropriate time.

6. The Credited Amount is deposited into an after-tax unclaimed benefit source and will not be subject to tax withholding in a subsequent distribution. However, earnings on the Credited Amount are subject to tax withholding when distributed.

Un-cashed Checks:

1. If a check is un-cashed for 3 months, TRSC will send a notification of an un-cashed check to the participant's address on file with TRSC.

2. If the notification letter is returned, TRSC will do an address search using CLEAR.

3. If a new address is found, TRSC will mail a notification letter to the new address reminding the Lost Participant of their un-cashed check.

4. If a check is still outstanding after 5 months, TRSC will send a second notification of an uncashed check to the address on file with TRSC.

5. If after 6 months a check is still uncashed, Step 3 (a), (b) and (c) under Returned Checks is followed.

[Note: TRSC periodically updates undeliverable addresses using the United States Postal Office mail forwarding service.]

D300 Retirement Readiness Plan

Table of Contents

Introduction

The D300 Retirement Readiness Plan ("Plan") was established effective as of January 1, 2008 to provide you with greater financial security. The Plan is known as a 403(b) tax deferred annuity plan. It has been established to help you provide for your future financial security through a combination of personal savings, current tax savings and contributions made by your Employer.

This Plan offers you an easy way to save for your retirement using pre-tax and after-tax contributions which are directly deducted from your paycheck. The amount you save on a pre-tax basis, along with the earnings, are not taxed until you withdraw them from the Plan. Roth deferrals and, in most cases, earnings on them, will not be subject to federal income taxes when distributed to you. However, for a distribution of earnings to qualify for federal tax-free treatment, such a distribution must be a "qualified distribution" from your Roth deferral account. See the question "**What is a 'qualified distribution' from a Roth deferral account?**" in the "**Taxes on Distributions**" section of this Summary Plan Description ("SPD"). Except as otherwise discussed in this SPD, the same provisions that currently apply to pre-tax salary deferral contributions generally will apply to Roth deferrals.

This Summary Plan Description -- or SPD -- will explain how the Plan works. It describes your benefits and rights under the Plan, as it was amended and restated, effective as of April 1, 2020.

This SPD is only a summary of your benefits and rights under the Plan. It is important that you understand that it cannot cover all of the details of the Plan or how the rules of the Plan apply to every person, in every situation. You can find the specific rules of the Plan in the Plan document, which you may request from your Plan Administrator.

Every effort has been made to accurately describe the Plan. If you find a difference between the information in this SPD and the information in the Plan document, your benefits will be determined based on the information found in the Plan document.

If in reading this SPD or the Plan document you find you have questions concerning your benefits under the Plan, please contact your Plan Administrator or Transamerica Retirement Solutions, LLC.

Important Information About the Plan

Plan Sponsor: Community Unit School District #300 ("Employer")
2550 Harnish Drive
Algonquin, IL 60102
847-551-8300
EIN: 36-6004758

Plan Name: D300 Retirement Readiness Plan

Plan Effective Date: The Plan was originally effective as of January 1, 2008. This SPD describes the Plan as amended and restated effective as of April 1, 2020.

Plan Year: January 1st - December 31st

Plan Administrator: Community Unit School District #300
2550 Harnish Drive
Algonquin, IL 60102
847-551-8300

Plan Custodian: State Street Bank & Trust Company
One Lincoln Street
Boston, MA 02111

Agent for Service of Legal Process*: Community Unit School District #300
2550 Harnish Drive
Algonquin, IL 60102

*Service of legal process may be made upon the Plan Trustee, if applicable, or the Plan Administrator.

Plan Funding: All assets of the Plan are held in a custodial account. The custodial account established by the Plan's custodian will be the funding medium used for the accumulation of assets from which benefits will be distributed.

Plan Recordkeeper: Transamerica Retirement Solutions, LLC ("Transamerica")
440 Mamaroneck Avenue
Harrison, NY 10528

Joining the Plan

May I join the Plan?

Provided you are not an excluded employee, you may join the Plan once you satisfy the Plan's eligibility condition(s) described below.

For purposes of salary deferral contributions and Roth deferral contributions, you are an excluded employee if you are an employee who is a student performing services described in Code section 3121(b)(10).

What happens if I become an excluded employee?

If you become an excluded employee, you will no longer be allowed to make or receive additional contributions under the Plan. You will, however, still have the ability to manage your account and keep certain rights and benefits.

When can I become a participant in the Plan?

You may become a participant immediately upon your date of hire or as soon as administratively feasible.

If you are a rehired employee, or you are returning from a qualified military service leave, and you were previously a participant in the Plan, you may join the Plan on your rehire date.

If you are a rehired employee, and you were not previously a participant in the Plan, your Plan Administrator will determine the date you may enter the Plan.

How do I become a participant in the Plan?

When you are eligible to participate in the Plan, your Plan Administrator will provide you with enrollment material. This material will explain the enrollment procedures. You may join the Plan by visiting the participant website or by calling Transamerica at 800-755-5801.

If you do not join the Plan when you first become eligible, you may join on any business day thereafter, or as soon as administratively feasible.

If I am married, may I designate someone other than my spouse as the beneficiary of my account?

Yes.

Contributions to the Plan

What are the tax advantages of being in the Plan?

Saving through the Plan provides you with tax advantages. You pay no current income taxes on contributions and on the earnings in your account while the money is in the Plan. Money in the Plan is not subject to federal taxation until it is actually distributed to you.

NOTE: You will not pay income taxes on any Roth deferrals you withdraw from the Plan since these contributions were taxed before being contributed to the Plan. The earnings in your Roth deferral account may qualify for federal tax-free treatment if such a distribution is a "qualified distribution" from your Roth deferral account. See the question "**What is a 'qualified distribution' from a Roth deferral account?**" in the "**Taxes on Distributions**" section of this SPD.

May I elect to make contributions to the Plan?

Yes, you may contribute to the Plan and designate your contributions as pre-tax salary deferral contributions, Roth deferral contributions or a combination of both.

Salary deferral contributions are pre-tax contributions.

Your salary deferral contributions go directly into the Plan instead of your paycheck. Since these contributions do not show up as income on your W-2 form, the amount you contribute will not be subject to federal or, in most cases, state income taxes, until paid to you. However, you do pay Social Security (FICA) and certain other employment taxes on your contributions.

For example: If your salary is $20,000 per year and you elect to make contributions to the Plan totaling $1,000 during the Plan Year, you only pay income taxes on $19,000.

Roth deferral contributions: You may irrevocably designate all or any part of your salary deferral contributions to the Plan as Roth deferrals.

Roth deferrals are similar to the pre-tax salary deferral contributions that are contributed on behalf of a participant to the Plan; however, Roth deferrals are "after-tax" deferrals that (1) you designate irrevocably as Roth deferrals at the time they are deferred, (2) your Employer treats as includible in your income at the time you would have received the amount in cash (had you not made the deferral election), and (3) are accounted for separately from all other amounts under the Plan. If you elect to make Roth deferrals, the deferrals will be made with money that you have already paid federal income taxes on (and, in some cases, state and local income taxes). Roth deferrals and, in most cases, earnings on them, will not be subject to federal income taxes when distributed to you. However, for a distribution of earnings to qualify for federal tax-free treatment, such a distribution must be a "qualified distribution" from your Roth deferral account. See the question "**What is a 'qualified distribution' from a Roth deferral account?**" in the "**Taxes on Distributions**" section of this SPD.

For example: If your salary is $20,000 per year and you elect to make Roth deferrals to the Plan totaling $1,000 during the year, you will pay income taxes on $20,000.

The decision whether to take advantage of the Roth deferral option is complicated and you should consider your financial and tax situation. Before electing how you would like to allocate your salary deferrals between pre-tax salary deferral contributions and Roth deferrals, we recommend that you consult with your tax or legal advisor.

How much of my salary may I contribute to the Plan?

You may contribute as much of your salary as you would like subject to the maximum amount permitted by law (see the question **"Are there any other limits to the amount of salary deferral contributions that I can make?"** for the applicable limit). To do this, you must elect to have a portion of your salary contributed to the Plan through payroll withholding. To make your salary deferral election, please visit the participant website or call Transamerica at 800-755-5801. Your salary deferral election will become effective no later than 30 days after you have completed the election and will remain in effect until you amend it.

In addition, the Auto-Increase service provided under the Plan allows you to have your retirement savings contribution rate increased automatically each year by a set amount, at any point in the year you choose. To make your Auto-Increase election, please visit the participant website. Once elected, your contribution rate will be automatically increased each year by the amount you select, subject to the contribution limits above. You may turn the Auto-Increase service off at any time.

Are there any other limits to the amount of salary deferral contributions that I can make?

The total dollar amount that you can contribute as salary deferral contributions to 401(k) plans is limited by law. Your total salary deferral contributions to all 401(k) plans (and 403(b) accounts) during a calendar year generally cannot exceed this maximum dollar amount. For the 2020 calendar year, your salary deferral contributions cannot exceed $19,500. After calendar year 2020, the salary deferral limit may increase for cost-of-living increases. If you only participate in this Plan during the year, your Employer automatically limits your salary deferral contributions to the maximum dollar limit. However, if you participated in another employer's 401(k) plan (or 403(b) account) as well as this Plan during the year, your total salary deferral contributions to both plans together may not exceed the maximum dollar limit.

Adverse tax consequences may apply if your total salary deferral contributions to all 401(k) plans (and 403(b) accounts) exceed the maximum annual dollar limit. If you participated in more than one 401(k) plan (or 403(b) account) during a year, and you contributed more than the maximum dollar limit during such year, you may request that any excess salary deferral contributions made to this Plan, with earnings, be distributed to you by April 15th of the following year. Your request should be made no later than March 1st of the following year. If you think this limitation may apply to you, contact your Plan Administrator.

You may be allowed to make additional catch-up salary deferral contributions beginning in the calendar year in which you become age 50 or in any calendar year after 2001 if you are already

age 50 or older. For the 2020 calendar year, your catch-up contributions cannot exceed $6,500. After calendar year 2020, the catch-up contribution limit may increase for cost-of-living increases. You may make such catch-up contributions, if you have already contributed salary deferral contributions up to the maximum limit permitted by law, or you have reached other plan or IRS limits for that year. To make catch-up salary deferral contributions, you must elect to have a portion of your salary contributed to the Plan through payroll withholding. Please visit the participant website or call Transamerica at 800-755-5801 in order to make your initial catch-up salary deferral contribution election. Unless you amend it, the election will remain in effect for each succeeding year.

In addition to the age 50 and over catch-up contributions explained above, you may be eligible to exceed the applicable annual salary deferral limit by an additional amount of $3,000 (e.g., for 2020 you may contribute 19,500 + 6,500 (age 50 catch-up) + $3,000 = 29,000) if you have 15 or more years of service with your current Employer (note that your current Employer must be a "qualified organization"). While 15 or more years of service is one of the requirements for this election, a calculation will be needed to determine if you are eligible to take advantage of this catch-up election.

If you are interested in performing the calculation, please contact your Transamerica Representative to request a 403(b) Contribution Planner Worksheet. Once Transamerica receives the completed worksheet, the calculation will be performed to determine your eligibility. Note that the 15 years of service calculation should be performed each year, as there are limitations as to the total dollar amount that can be contributed under this election.

NOTE: Salary deferral contributions in excess of the regular annual deferral or plan limit will first be allocated to the special 15 years service 403(b) catch-up contribution, if applicable, and then to the age 50 catch-up contribution, if applicable.

Is there a limit on how much of my salary I can contribute as a Roth deferral?

Yes. The total of your combined pre-tax salary deferral contributions and Roth deferrals may not exceed the maximum dollar limitation allowable under the law. In 2020, the maximum dollar limitation is $19,500.

If you are age 50 or older at any time during 2020, your 2020 limit is increased to $26,000.

How often may I change the percentage of my salary deferral contributions and catch-up contributions?

You may change the percentage of your pre-tax or Roth salary deferral contributions, as well as catch-up contributions, at any time by visiting the participant website or by calling Transamerica at 800-755-5801. Changes will be effective as of the next payroll period or as soon as administratively possible thereafter.

May I stop making salary deferral contributions and catch-up contributions to the Plan?

Yes, you may stop making pre-tax or Roth salary deferral contributions, as well as catch-up contributions, at any time by visiting the participant website or by calling Transamerica at 800-755-5801. Your change will be effective as of the next payroll period or as soon as administratively possible thereafter. If you decide to start making salary deferral contributions and/or catch-up contributions again at a later date, you may begin making them by visiting the participant website or by calling Transamerica. Contributions will be deducted as of the next payroll period or as soon as administratively possible thereafter.

Does my Employer make contributions to the Plan?

Your Employer may make contributions to the Plan as follows:

Nonelective Contributions. Your Employer may choose to make a nonelective contribution. This type of contribution is made at the discretion of the Employer. Whether any contribution will be made is determined on an annual basis. If made, this contribution will be based upon a group allocation formula. This contribution is determined by first dividing the Participant population into a "classification group(s)". The amount of the nonelective contribution, if any, will be determined each Plan Year and announced to all participants.

What happens if I go on a qualified military service leave?

Generally, when you go on a qualified military service leave, you are no longer able to make pre-tax or Roth salary deferral contributions or catch-up contributions until you return to work. However, when you return to work, you will be given an opportunity to make up the contributions that you could have made while you were on such leave. You will have a period of three times the period of military service to make up these contributions, not to exceed five years.

When determining the contributions to be restored to your account, your Employer will use the salary you would have received during the period of your leave, based on your rate of pay, or if not reasonably certain, your average salary during the 12-month period preceding your leave.

May I make a rollover contribution to the Plan?

Yes, unless you are an excluded employee. If you were a participant in another plan (for example, a qualified plan or 403(b) account from a previous employer), you may elect that a direct rollover or a participant rollover contribution be made into this Plan from the other plan. You generally have 60 days from the date of a distribution to contribute that amount to this Plan as a participant rollover contribution. If you elect a direct rollover, that amount will be contributed directly to this Plan, provided the direct rollover is from a qualified Roth contribution program, or another 403(b) account or a qualified plan. You may also roll over amounts that were previously contributed to a traditional Individual Retirement Account ("IRA"). To make a rollover contribution, you must provide Transamerica with a certification from your former employer, plan administrator or IRA provider stating that the distribution you

received from their plan or traditional IRA qualifies as a rollover contribution. Please call Transamerica at 800-755-5801 if you want to make a rollover contribution.

What is the most that may be contributed to the Plan on my behalf?

The Internal Revenue Service (IRS) places a maximum limit on the amount of money (the "Annual Contributions") that may be contributed to your account each Plan Year. For your Plan, this limit applies to:

- your own contributions to the Plan (excluding catch-up contributions)
- your Employer's contributions to the Plan

For the 2020 Plan Year, the maximum Annual Contributions to your account cannot exceed the lesser of $57,000 or 100% of your total salary. Total salary for this purpose includes any salary deferral contributions to 401(k) plans, Section 125 cafeteria plans, Section 132(f)(4) plans, governmental 457(b) plans, 403(b) accounts, simplified employee pension plans or simple retirement accounts.

NOTE: In general, for purposes of applying these limits (which may be adjusted in future years), contributions to all 403(b) defined contribution plans maintained by your Employer are counted. However, if you make contributions to your account under this Plan and a plan sponsored by an entity of which you are at least a 50% owner, the IRS rules require that your contributions to both plans (plus any other 403(b) plans sponsored by your Employer or any other entity of which you are at least a 50% owner) must be combined for purposes of the maximum Annual Contribution limit addressed above.

Your combined contributions may not exceed the lesser of:

- 100% of your compensation or
- The Annual Contribution limit ($57,000 for 2020, as adjusted for cost of living increases)

To ensure the continued tax-deferred status of all of your contributions, please contact the Plan Administrator of this Plan immediately if you maintain a separate plan sponsored by an entity of which you are at least a 50% owner so that we can obtain your contribution information for that plan. Each year the Plan Administrator is not notified about any participant-owned plans, will be deemed a certification from you that you do not maintain a participant-owned plan, and therefore no contributions under other defined contribution plans are to be taken into account for purposes of determining your IRS limits for such year.

If you have any questions regarding maximum contributions that may be made to the Plan, please contact the Plan Administrator.

Is my total salary used to calculate contributions?

For the 2020 Plan Year, the IRS allows salary up to $285,000 to be used when calculating contributions. This limit may be adjusted in future years based on the cost-of-living index.

Your salary used to calculate contributions will be your total salary (up to the maximum salary as described above) actually paid during the Plan Year, generally including any salary deferral contributions made to any salary deferral plan(s) of the Employer (e.g., to this 403(b) Plan or a Section 125 cafeteria plan).

For your first year of participation in the Plan, your salary will be recognized for the entire Plan Year, regardless of the date you enter the Plan.

What happens if I defer too much money or the Plan must return a portion of my Roth deferrals because of certain testing rules?

If you are required to receive money back from the Plan because you deferred too much (see the question "**Is there a limit on how much of my salary I can contribute as a Roth deferral?"**), you will receive a return of excess contributions first from your pre-tax salary deferral contributions and then from Roth deferrals. If Roth deferrals are returned to you, they will not be included in your income if they are timely distributed. However, any earnings on returned Roth deferrals will be included in your income in the year that the deferrals are distributed to you.

Managing Your Account

Who decides how the money in my account is invested?

You do. When you become eligible to participate in the Plan you may select from a variety of professionally managed investment funds. You will receive enrollment material that will include the following information for each fund:

- a description of the investment objectives;
- the risk and return characteristics;
- the type and diversification of the assets; and
- the investment manager.

To help you make your selection, investment education material will be made available to you through your Plan Administrator. You may also visit the participant website for more information or contact Transamerica at 800-755-5801 for investment information to help you make investment decisions. Transamerica is equipped to handle your calls and questions in over 140 languages through Language Line® service. It also provides services for those who are hearing-impaired. All calls are recorded for your protection.

Once you decide how you would like your contributions invested, you will need to either call Transamerica at 800-755-5801 or visit the participant website.

NOTE: If you have not made your investment elections, all contributions made on your behalf will be invested in one of the T. Rowe Price Retirement Target Date Funds, based on the year in which you attain age 65. You have the right to direct any assets invested in the Default Alternative to other investment options available under the Plan, without financial penalty.

How do I change the way my future contributions will be invested?

You may change the way your contributions are invested by visiting the participant website or by calling Transamerica at 800-755-5801. Changes received by Transamerica before the close of regular trading on the New York Stock Exchange, normally 4:00 p.m. Eastern Time, will be effective the same day. You may change the way your contributions are invested at any time. Please note that your choices must be in whole percentages. Confirmation of any changes you make will be sent to you within five business days.

May I transfer money from/to another 403(b) plan?

Incoming Transfers:

You may not initiate a plan-to-plan transfer of your 403(b) account from another 403(b) Plan.

Outgoing Transfers:

You may not initiate a plan-to-plan transfer of your 403(b) account to another 403(b) plan from this 403(b) Plan.

Outgoing Transfers - Purchase of Permissive Service Credit

Eligible Employees may not make transfers from this Plan to a governmental defined benefit plan for purposes of purchasing permissive service credit or a repayment of certain prior refunds to which Code section 415 does not apply.

May I transfer money among the different investment funds?

Yes, you may transfer money among the various investment funds by completing a form and submitting it to your Plan Administrator or Transamerica. Your transfer will be effective as soon as feasible after receipt of the form by Transamerica. Please contact your Plan Administrator for the form and for more information.

NOTE: Some investment funds may impose trading restrictions and/or redemption fees as a result of frequent trading activity. If a prospectus is issued for any investment fund in which you invest, please read it carefully to determine if the fund imposes any trading restrictions or redemption fees.

Ownership of Your Account (Vesting)

What does vesting mean?

Vesting means ownership of your account. The portion of your account that is yours is called your vested account.

You are always 100% vested in (i.e., have full ownership of) your account.

What if a Qualified Domestic Relations Order ("QDRO") is issued against my account?

Generally, your vested account may not be sold, used as collateral for a loan outside the Plan, given away, or otherwise transferred. In addition, with certain limited exceptions (e.g., an IRS levy), your creditors may not interfere with your account in any way. An exception to this general rule, however, is a QDRO. A QDRO is a decree or order issued by a court that makes you pay child support or alimony, or otherwise allocates a portion of your account to your spouse, former spouse, child or other dependent. If a QDRO is received by Transamerica, all or a portion of your benefits may be used to satisfy such order. Transamerica will determine if the decree or order issued by the court meets the requirements of a QDRO. Participants and beneficiaries can obtain a description of the procedures for QDRO determinations at no charge from Transamerica, and should do so before having their legal counsel draft any domestic relations order.

A fee of $250 per QDRO will apply (applicable when your account is divided).

Withdrawals

May I make a withdrawal while I am employed?

Yes, you may make a withdrawal as follows:

Age 59 ½ or Older

When you reach age 59 ½, you may withdraw all or a portion of your account balance.

Hardship

Your Plan allows you to make hardship withdrawals. A "hardship withdrawal" is a withdrawal made for an "immediate and heavy financial need," such as:

- unreimbursed medical expenses for you, your dependents or a non-custodial child;
- purchase of your principal residence, excluding mortgage payments. Funds cannot be withdrawn to purchase a vacation home;
- post-secondary education (e.g., college), tuition and related educational fees and room and board expenses for the next 12 months for you, your spouse, your children or your dependents;
- amounts necessary to prevent foreclosure or eviction from your principal residence (e.g., unpaid rent or mortgage payments);
- unreimbursed burial or funeral expenses for your deceased parent, spouse, children or dependents;

- unreimbursed expenses for the repair of damage to your principal residence that qualifies for the casualty loss deduction under Code Section 165 (without regard to whether the loss exceeds 10% of adjusted gross income); or
- amounts for other expenses which the IRS may later define as a hardship withdrawal.

The amount of the hardship withdrawal cannot exceed the exact amount needed to cover your financial need, plus any income taxes or penalties reasonably anticipated to result from the hardship withdrawal. In addition, in order to receive approval for a hardship withdrawal, it must be determined by Transamerica that your need for the withdrawal cannot reasonably be relieved by:

- stopping of salary deferral contributions under any Plan; or
- other distributions from plans maintained by the Employer or any other employer.

Transamerica will determine whether you qualify for a hardship withdrawal using uniform and nondiscriminatory standards. If Transamerica determines that you qualify for a hardship withdrawal, you may withdraw the following contributions and earnings (if applicable):

- salary deferral contributions
- Roth deferral contributions
- nonelective contributions

How do I apply for a withdrawal?

You can apply for an in-service withdrawal by calling Transamerica at 800-755-5801 and requesting a withdrawal form. Transamerica will process your withdrawal request within five business days (or as soon as administratively possible) after it receives your properly completed request.

You can apply for a hardship withdrawal by calling Transamerica at 800-755-5801 and requesting a withdrawal form. Transamerica will process your withdrawal request within five business days (or as soon as administratively possible) after it receives your properly completed request.

Note: If you are married, you must obtain the written consent of your spouse to the withdrawal, witnessed by either a notary public or Plan representative.

If I make a withdrawal, may I repay it?

No, amounts withdrawn from the Plan may not be repaid.

Are processing fees applicable to withdrawals?

Transaction Processing Fees (deducted from your account)

- Withdrawal Transactions

- Full Distribution
- Hardship Withdrawal
- In-service Distribution
- Contract Exchange (if applicable)

- $25 per transaction*

***NOTE:** These fees are waived when distributions are made due to death or disability; from a beneficiary's account; as a direct rollover to a Transamerica IRA; to purchase an annuity through Transamerica; or as a Required Minimum Distribution. The fee is also waived on unscheduled withdrawals if you are a former participant until the final distribution from your account.

What are the tax effects of making a withdrawal?

If you make a withdrawal from the Plan, you generally will have to pay income taxes on the money you withdraw. Unless you are withdrawing money to make a direct rollover contribution to another qualified plan, governmental 457(b) plan, 403(b) account, or traditional IRA, your withdrawal is generally subject to the mandatory 20% federal income tax withholding.

Since hardship withdrawals are not eligible to be rolled over to another plan, they are subject to optional 10% federal income tax withholding. Also, if you are under age 59 ½ when you make your withdrawal, an additional 10% penalty tax may apply (unless you are a military reservist called into active duty and you receive a qualified reservist distribution).

NOTE: You will not pay income tax on any Roth deferrals contributions you withdraw from the Plan since these contributions were taxed before being contributed to the Plan. However, the earnings in your Roth deferral account may qualify for federal tax-free treatment if such a distribution is a "qualified distribution" from your Roth deferral account. See the question "**What is a 'qualified distribution' from a Roth deferral account?**" in the "**Taxes on Distributions**" section of this SPD.

Loans

How do I apply for a loan?

If you are a participant, you may model and initiate a loan by visiting the participant website or by calling Transamerica at 800-755-5801.

Personal Loans.
You may take a personal loan for any reason.

Home Loans.

If you are applying for a loan for your principal residence with a loan period greater than five years, you will receive a home loan kit, which will explain the loan application process and includes a home loan application for your completion. You must submit the completed application and the appropriate documentation within 30 days for review and approval, or your request will automatically be cancelled.

Once approved, your loan will be processed. You will be notified if your loan request is denied.

What are the conditions for the loan?

- You may not borrow less than $1,000.
- You must pay a loan set-up charge of $75 per loan. This charge will be deducted from your account when your loan request is processed.
- A fee of $6.25 per quarter will be deducted from your account (not charged in the quarter the loan is issued or paid off).
- A loan may be made from all contributions that are part of your vested account balance, except the following:
  - nonelective contributions
- You may only have 2 loan(s) outstanding at a time.
- You must repay your loan within 5 years, unless you are on authorized leave for military service for a period which extends the maturity date of the loan beyond five years.

  If you are using the loan to purchase your principal residence, the repayment period may be set for a loan term that will extend up to 10 years.

What is the maximum loan amount I may borrow?

The maximum amount you may borrow is determined by your vested account balance. You may borrow up to the lesser of 50% of your vested account balance or $50,000. However, if you had an outstanding loan(s) in the previous 12 months (Note: this includes active outstanding loans, defaulted loans and defaulted loans that are deemed distributions. See the question **"Can a loan be defaulted?"** for the definition of "deemed distribution"), the amount of your highest outstanding loan balance(s) will be deducted from the maximum amount you are allowed to borrow. For example, if you are applying for a loan of $50,000 this year and you had an outstanding active or defaulted loan whose highest outstanding loan balance in the last 12 months was $12,000, you would, assuming your vested account balance was sufficient, only be allowed to borrow up to $38,000.

Can I take a loan from my Roth deferral account?

Yes. Your Roth deferral account is taken into consideration for purposes of calculating the maximum amount that you may borrow. The conditions for loans from a Roth deferral account are the same as those that apply to loans from a pre-tax salary deferral contributions account.

How is the interest rate determined for my loan?

The interest rate is based on the Prime Rate. Any changes in the Prime Rate will be reflected on the following business day.

In accordance with the Servicemembers Civil Relief Act (the "SCRA"), the interest rate on your loan(s) issued before your military service leave begins cannot exceed 6% during the period that you are on military leave provided you submit a written notice of your call to military service and a copy of your military orders and any order extending your military service to your Employer within 180 days after you terminate service or are released from military service [see the question **"What happens to my loan if I am on a leave of absence?"**].

In accordance with the SCRA, you have the right to waive the reduction in loan interest during your period of military service leave by providing a written waiver which specifies the loan(s) to which the waiver applies. The waiver may be submitted at any time during or after your military service period and must be agreed to by the Plan Administrator. Please contact your Plan Administrator for additional information on this option.

How do I make loan repayments?

Your loan repayments will be deducted from your payroll check (after taxes have been deducted). The frequency of your loan repayments is based on your pay frequency. You cannot continue to make loan repayments if you terminate employment with your Employer.

Each loan repayment will be equal to the interest payable on the portion of the loan that is still outstanding (known as the loan principal) and an installment of the loan principal. Your loan repayments will be deposited to your account according to your current investment elections in the Plan.

A loan repayment may not be treated as a new or current contribution to the Plan.

What happens to my loan if I am on a leave of absence?

If you go out on an authorized (non-military) leave of absence, your loan repayments, which would otherwise be due during your leave, may be suspended for up to 12 months ("maximum suspension period"). Your loan repayments will be suspended if you go on authorized (non-military) leave of absence provided that (a) you go on leave without pay from your Employer, or (b) your rate of pay (after applicable employment tax withholdings) is insufficient to cover loan repayments. You will be permitted to prepay your loan(s) in full at any time.

Your loan will be reamortized over the remaining term of your loan at the earlier of your return to work or the end of the maximum suspension period. The suspension will not cause the loan to be treated as a taxable distribution, as long as (a) at the end of your authorized leave of absence (not to exceed the maximum suspension period), you resume making your loan repayments in substantially level payments (note that these repayments may not be less than the original loan repayment amounts); (b) you make such repayments at a frequency which is not less than the frequency required under the terms of the loan; and (c) the loan is fully

repaid by the last date permitted under the Internal Revenue Code (i.e., 5 years from the date of the loan, unless your loan is a home loan with a longer maturity date).

If you go out on a military service leave, your loan repayments which are due during your military service leave will be suspended and the loan maturity date will be extended for the length of your military service leave. Your loan will be reamortized to the extended maturity date at the end of your military leave period. You will be permitted to prepay your loan(s) in full at any time.

The suspension will not cause the loan to be treated as a taxable distribution, as long as (a) when your military service leave ends, you resume making your loan repayments in substantially level payments (note that these repayments may not be less than the original loan repayment amounts); (b) you make such repayments at a frequency which is not less than the frequency required under the terms of the loan; and (c) the loan is fully repaid (including interest that accrues during the military service leave) by the end of the period equal to the original loan period plus the military service leave.

Can a loan be defaulted?

Yes, your entire loan will be in default if:

- you do not make a loan repayment by the end of the calendar quarter following the quarter in which the repayment was due (Note: If you do not make loan repayments due to an authorized military service leave or due to authorized (non-military) leave of absence, your loan will not be in default during the authorized maximum suspension period);

- you do not resume loan repayments when your authorized leave of absence ends (non-military or military) (Note: Your Plan Administrator will establish a reasonable time period when loan repayments must begin, which will not be less than 15 days from the date your leave of absence ends no later than the timeframe described above);

- there is still an outstanding balance on the loan's maturity date;

- you revoke (i.e., stop) your payroll deduction or it becomes invalid while you are still an active employee;

- you die;

- a lien is made against the loan collateral (in this case, your loan balance); or

- you terminate employment with your Employer, AND

    - you do not pay off the entire unpaid balance of the loan within a reasonable amount of time after termination (your Plan Administrator will establish a reasonable time period, which may not be less than 15 days from the date you terminate or later than the timeframe described above).

If you default on your loan and you are still employed, but are not eligible to take an in-service withdrawal, your loan is considered a deemed distribution ("deemed loan"). A deemed loan is considered an outstanding loan and will continue to accrue interest for purposes of calculating the maximum amount you may borrow in the future. You may repay a deemed loan by money order, certified check or bank check.

What happens if my loan is defaulted?

If your loan is defaulted or it is a deemed loan, you will have to pay income taxes on the amount that is defaulted or deemed distributed. In addition, if you are under age 59 ½ when the loan defaults, an additional 10% penalty tax may apply.

The 10% penalty tax is waived for military reservists called into active duty who receive a qualified reservist distribution.

If your loan includes monies from a Roth deferral account and is defaulted or it is treated as a deemed distribution, the portion of the distribution attributable to the Roth deferral account will not be treated as a "qualified distribution" even if it occurs after you attain age 59 ½ and satisfy the five taxable year period of participation in your Roth deferral account. You will have to pay income taxes on the earnings amount that is defaulted or deemed distributed. In addition, if you are under age 59 ½ when the loan defaults, an additional 10% IRS penalty tax may apply (unless you are a military reservist called into active duty) and you receive a qualified reservist distribution.

What happens if the Plan is frozen while I have an outstanding loan?

If the Plan is frozen, you may continue to repay your loan. If you do not continue to repay the loan, the outstanding loan balance will be in default and reported to the IRS as a distribution from the Plan. This means that you will have to pay income taxes on the balance.

If you have any questions about the loan program, please contact your Plan Administrator, visit the participant website or call Transamerica at 800-755-5801.

What happens if the Plan terminates while I have an outstanding loan?

If the Plan terminates, your loan must be repaid. If you do not repay the loan, the outstanding loan balance will be in default and reported to the IRS as a distribution from the Plan. This means that you will have to pay income taxes on the balance.

If you have any questions about the loan program, please contact your Plan Administrator, visit the participant website or call Transamerica at 800-755-5801.

Benefits

When may I retire under the Plan?

Your normal retirement date is your 65th birthday.

Your early retirement date is the first of the month on or following your attainment of age 59 ½.

When will I begin to receive benefits from the Plan?

If you terminate service, you have the option to receive the total vested value of your account at any time. Based on the minimum distribution requirements, the Plan is required by law to distribute your benefits no later than April 1st of the calendar year following the year in which you reach age 70 ½.

However, if you are still working for your Employer at the time you reach age 70 ½ (and you are not a 5% owner of your Employer), you may:

- delay payment of your benefits until April 1st of the calendar year following the year you retire; or
- provided you did not elect an annuity, delay the rest of your benefit payments until April 1st of the calendar year following the year you retire, if you had already begun to receive payment of your benefits.

If I terminate employment with my Employer for any reason, do I need to take my money immediately?

It depends.

Generally, if your vested account balance is over $5,000, you may leave your money in the Plan, unless otherwise required by the Plan's minimum distribution requirements.

A special rule applies (known as a "mandatory distribution") if your vested account balance is over $1,000 but not more than $5,000, and you have not attained the later of age 62 or the normal retirement age under the Plan. In such case, if you do not make a timely distribution or direct rollover election, your entire vested account balance, including any prior rollover contributions, will automatically be rolled over to a traditional IRA serviced by Transamerica. (In computing your vested account balance for purposes of any automatic rollover to an IRA, any loan default amount is not included.) Generally, if your vested account balance is $1,000 or less, and you do not make a timely distribution or direct rollover election, your vested account balance will be paid directly to you by check as a mandatory distribution (subject to required 20% federal withholding and any applicable state withholding).

The IRA will be invested in the Money Market Fund of the Transamerica Partners Funds Group. This Fund has been designated to preserve principal and provide a reasonable rate of return

and liquidity. You may thereafter elect to transfer your monies from such IRA by completion of the appropriate form(s) provided by Transamerica.

For additional information, please visit the participant website or call Transamerica at 800-755-5801.

How will my account be paid to me?

The automatic form of benefit under the Plan is an annuity. The type of annuity depends upon your marital status at the time you request benefit payments.

If you are married and your vested account balance is over $5,000, your account will be paid to you in a qualified joint and survivor annuity. This annuity pays you a monthly benefit for the remainder of your lifetime. If you die before your spouse, the annuity continues to be paid to your spouse (your survivor). The payments made to your spouse will be 50% of what was being paid to you. If your spouse dies before you do, payments will stop when you die.

If you are not married and your vested account balance is over $5,000, your account will be paid to you in an annuity. This annuity pays you a monthly benefit for the remainder of your lifetime. No payments will be made after your death.

May I elect a different payment option?

Yes, if your vested account balance is over $5,000, you may choose a different payment option by waiving the annuity payment within 180 days before the first payment is due to be made. You may revoke this waiver at any time prior to the benefit starting date. Contact Transamerica Retirement Solutions, LLC at 800-755-5801 for the proper waiver and consent forms.

The other payment option(s) available is/are:

Life Annuity

This annuity provides a monthly payment to you for your lifetime. No payments will be made after your death.

Joint and Survivor Annuity

This annuity pays a monthly lifetime benefit to you and, upon your death, to your spouse. You may elect to have your spouse receive another amount (such as 75% of your payment). No payment will be made after your death if your spouse does not survive you.

Installment Payments

You may also elect to receive payments on a monthly, quarterly, semi-annual (twice a year) or annual basis. If you die before receiving all of the payments, the balance in your account will be paid to your beneficiary in one lump sum payment. Your beneficiary may elect another form of benefit.

Partial Cash Payments

You may elect to receive partial cash payments. This means that you may receive part of your account balance while leaving the remainder of your account in the Plan. You may receive partial cash payments from your account at any time, and as often as you like. If you die before receiving all of your account, the balance in your account will be paid to your beneficiary in one lump sum payment.

Lump Sum

You may also elect to have your account paid to you in one lump sum payment. If your vest balance is $5,000 or less, it will automatically be paid to you in one lump sum payment.

What happens if I become disabled?

If you become disabled, your disability retirement date will be the month following the date that you become disabled.

Disability is defined by Code Section 72(m)(7) as the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. An Employee shall not be considered to be disabled unless proof is furnished of the existence thereof in the form and manner as the secretary of the United States Department of Treasury may require.

As is the case with retirement, if you are married and your vested account balance is over $5,000, your account will be paid to you in the form of a qualified joint and survivor annuity. You may choose any other payment option listed above, but your spouse must consent in writing to the waiver in the presence of a notary public or Plan representative. Your Plan Administrator will provide you with the proper waiver and consent forms.

If you are not married and your vested account balance is over $5,000, your account will be paid to you in an annuity payable for the rest of your life. You may, however, choose any other payment option listed above.

Does the Plan provide for death benefits?

Yes. If you are married and you die before your benefits begin under the Plan, and your vested account balance is over $5,000, 50% of your account will go to your spouse in the form of an annuity for his/her lifetime. The remaining 50% of your account will be paid to the beneficiary of your choosing, who may elect any payment option listed above (except a joint and survivor or contingent annuity). If you are not married and you die before your benefits begin under the Plan, and your vested account balance is over $5,000, it will be paid to your beneficiary in an annuity for his/her lifetime. Your beneficiary may elect another form of benefit (except a joint and survivor or contingent annuity).

Who will be the beneficiary of my death benefits?

If you are married, you may not designate a beneficiary other than your spouse for more than 50% of your account without your spouse's written consent. A notary public or plan representative must witness your spouse's signature on the consent form.

You have the right to designate your beneficiary or beneficiaries at any time. If you fail to designate a beneficiary, if your beneficiary designation is not valid or if your beneficiary fails to survive you, then your benefits will be paid in the following order to: (1) your spouse; and (2) your estate.

You can designate your beneficiary by completing a beneficiary form that is in your enrollment kit. You may also visit the participant website or call Transamerica at 800-755-5801 to make or change a beneficiary designation.

IMPORTANT NOTE: If you have designated your spouse as your beneficiary and you then get legally divorced, your designation of your spouse will be considered **not** valid unless you complete a new beneficiary form after the divorce redesignating your former spouse as beneficiary.

May a nonspouse beneficiary roll over a death benefit?

Yes, a nonspouse designated beneficiary of a deceased participant may request a direct rollover to an "inherited IRA". An inherited IRA means that the title of the IRA account must identify it as an IRA with respect to a deceased individual and also identify the deceased individual and the beneficiary. The rules for determining the required minimum distributions under the Plan with respect to a nonspouse beneficiary also apply under the inherited IRA.

Taxes on Distributions

What are the tax effects of taking my taxable money?

If you withdraw money from the Plan and you do not directly roll it over into another qualified plan, governmental 457(b) plan, 403(b) account or eligible IRA, you generally will have to pay income taxes on the money. The amount you withdraw is generally subject to a mandatory 20% federal income tax. **NOTE:** Since hardship withdrawals are not eligible to be rolled over to another plan, they are subject to an optional 10% federal income tax withholding. In addition, if you separate from service and are under age 55 in the year when you make the withdrawal, an additional 10% penalty tax may apply (unless you are a military reservist called into active duty and you receive a qualified reservist distribution).

NOTE: You will not pay income taxes on any Roth deferrals you withdraw from the Plan since these contributions were taxed before being contributed to the Plan. However, the earnings in your Roth deferral account may qualify for federal tax-free treatment if such a distribution is a "qualified distribution" from your Roth deferral account. See the question **"What is a 'qualified distribution' from a Roth deferral account?"** in this section of this SPD.

Is there a way to reduce or defer the taxes due on the taxable portion of my distribution?

Yes, there are ways to either reduce or defer the income taxes due on your distribution. For example:

(1) If you receive a taxable distribution from the Plan, you generally have 60 days from the date of the distribution to roll over all or a portion of that amount to an eligible IRA, another employer's qualified plan, a governmental 457(b) plan or to a 403(b) account. If you roll over your account in any of these ways, you generally will not pay taxes on the money. You will however, have to pay taxes when you begin to withdraw money from a traditional IRA or new employer's plan.

Under certain circumstances, all or a portion of your distribution may not qualify as a rollover contribution to a traditional IRA or another employer's qualified plan, governmental 457(b) plan or 403(b) account. In addition, most distributions will be subject to a mandatory 20% federal income tax. This tax will reduce the actual amount you receive in your distribution. For this reason, if you wish to roll over all or a portion of your distribution, you may want to take advantage of the direct rollover option described in (2) below.

(2) If you roll over your distribution directly to an eligible IRA or another employer's qualified plan, governmental 457(b) plan or 403(b) account, no taxes will be taken out. Taxes will be payable, however, when you begin to receive payments.

Like the rollover (described in (1) above), all or a portion of your distribution may not qualify for a direct rollover to an eligible IRA, other qualified plan, governmental 457(b) plan, or 403(b) account. If you request a direct rollover, you and your spouse must consent in writing to waive the annuity payments described in the previous sections.

(3) If you qualify, you may also elect favorable income tax treatment, such as "10-year forward averaging" or "capital gains" method of taxation.

You will receive additional information regarding the special tax rules, rollover distributions and direct rollovers when you request a distribution.

Are there any special rules regarding direct rollovers of Roth deferrals?

Yes, there are some special rules that apply to direct rollovers of Roth deferrals. A direct rollover of a distribution from a Roth deferral account under this Plan can only be made to a Roth deferral account under another Roth plan that accepts rollovers from a Roth deferral account or to a Roth IRA. However, eligible rollover distributions from your Roth deferral account are taken into consideration when determining whether the total amount of your account balances under the Plan exceed $5,000 for purposes of mandatory distributions from the Plan and the treatment of those distributions. (See the "**Benefits**" section of this SPD for the full explanation of "eligible rollover distributions" and for information regarding mandatory distributions and the automatic rollover provisions of this Plan.)

If you were a participant in another Roth plan and you receive a distribution from that plan which includes monies in a Roth deferral account, you may be able to roll over those amounts to this Plan through a direct rollover (see the section "**Contribution to the Plan**" in this SPD to verify that direct rollovers are accepted by this Plan). All Roth deferral account amounts will be accounted for separately from any other contribution accounts you have under this Plan. The Roth plan that you wish to transfer your Roth deferral account from over to this Plan must first report to this Plan the amount of your Roth deferrals, as well as associated earnings, and the first year of the five taxable years of Plan participation in this Plan (as the recipient Plan), year one is calculated as starting on the first day of the first taxable year in which you make a Roth deferral account established for you under the transferor plan or the recipient plan, whichever Roth contribution date is earlier.

What is a "qualified distribution" from a Roth deferral account?

A distribution from a Roth deferral account in the Plan is considered a "qualified distribution" if certain conditions are met. First, such distribution is made on or after the date on which you attain age 59 ½, or is made to your beneficiary (or to your estate) on or after your death, or is distributed to you due to your becoming disabled (as defined in this SPD). Second, such distribution must be paid from a Roth deferral account after a five-taxable year period of participation in order for the distribution to be qualified. When counting the five taxable years, year number one is calculated as starting on the first day of the first taxable year in which you make a Roth deferral to the Plan. Note: If you roll over (by means of a direct rollover) Roth deferrals from another Roth plan to this Plan, your five-taxable-year period of participation under this Plan is the earlier of the two participation periods applicable to both plans.

If a distribution is a qualified distribution, neither your contributions nor the earnings will be includible in your gross income.

Additional Information

Who handles the administration of the Plan?

The Plan is administered by your Employer. As Plan Administrator, your Employer is generally responsible for Plan operations and has sole discretion to interpret Plan provisions. Note that Transamerica has agreed to assume certain fiduciary responsibilities of the Plan Administrator in accordance with certain agreed upon administrative procedures between Transamerica and your Employer.

Transamerica performs some, but not all, of the recordkeeping services for your Plan. Transamerica performs these functions at the direction of the Plan Administrator in accordance with the provisions of the Plan and the Plan funding documents. Transamerica:

- receives the Plan contributions;

- credits your account for those contributions; and

- pays benefits to you and/or your beneficiaries.

Who pays the costs of administering the Plan?

The costs of administering your Plan may be shared between you and your Employer. In addition, some of the costs of administering your Plan may be paid from Plan assets. Note that any Plan administrative fees that are actually deducted from your contributions or your account will be disclosed on your quarterly Plan benefit statement. Any Plan administrative fees are in addition to any expenses of the underlying investment options available under the Plan.

In addition, a plan service credit may be added to your account. If applicable, this will lower the effective annual expense ratios of the investment fund(s) for which a plan service credit applies. Any plan service credit will be disclosed on your quarterly Plan benefit statement.

Can my Employer amend and/or terminate the Plan?

Your Employer may choose to amend and/or terminate the Plan at any time. If your Employer terminates the Plan (or a partial plan termination occurs), you will automatically become 100% vested in your account. This means that you would have full ownership of the money in your account. If your Employer decides to amend the Plan, your vested benefit in the account cannot be reduced.

Upon full termination of the Plan, the Employer will direct the distribution of the assets to participants in a manner that is consistent with the provisions of the Plan. Distributions will be made in cash and if permitted by the Plan. Except as permitted by Internal Revenue Service regulations, the termination of the Plan shall not result in any reduction of protected benefits.

SPD APPROVAL FORM

Account # TA069861

As part of Transamerica's plan document services, we have prepared a draft SPD. The attached SPD is based on your Plan's provisions and includes all updates required by law. The SPD draft has been prepared as a guide for your attorney's review. After you have approved the SPD, you may request that Transamerica print SPD booklets for distribution to participants (see below).

To ensure that all participants and beneficiaries have the most recent copy of the SPD that includes all changes, and to avoid having to provide new participants with multiple SPDs and/or a SPD with multiple inserts, we are recommending that you approve the SPD by **May 18, 2020** so that it may then be distributed to all interested parties. This will allow you time to review the SPD and still be able to provide the SPD to participants within a reasonable timeframe. If we do not receive your approval for the SPD by this date, we will assume that you have approved the SPD in its current form and that you have distributed the SPD to participants.

Note that Transamerica is able to accommodate minor changes to the attached SPD. However, if you or your legal counsel want to make significant changes to the text or format, you must elect Transamerica's SPD Customization Program and we will provide the SPD to you electronically. You may then customize the SPD. If you choose this option, please note that you are then responsible for maintaining the SPD on an ongoing basis, including any future Summary of Material Modifications and any updates required by law. You will also be responsible for printing the SPD; however, if the format of the SPD has not been altered, Transamerica may be able to print the SPD if you so desire. However, we will need to review the SPD once it is finalized to determine if we are able to print the SPD booklet.

If you elect to utilize the attached SPD or you have elected the SPD Customization Program and Transamerica has determined that we are able to print your customized SPD, please indicate below the number of SPDs that you would like printed. The cost of printing the SPD booklets will be reflected on your next expense bill.

In order to confirm how you want to proceed, please select one of the options below:

☐ I have reviewed the attached SPD and elect to have Transamerica print and maintain the SPD for my Plan. Accordingly, please print a total of _____ SPD booklets.

_____ _____

Signature of Plan Administrator **Date**

Please indicate address where SPD booklets should be delivered:

_____

_____

_____

Attn: _____

☐ I have reviewed the attached SPD and elect to have Transamerica print and maintain the SPD for my Plan. In addition, I authorize Transamerica to deliver the SPD booklets directly to eligible employees using the following delivery method:

☐ Electronically
☐ By mail

_____

Signature of Plan Administrator **Date**

☐ I have reviewed the attached SPD and elect to have Transamerica print and maintain the SPD for my Plan. However, I am requesting minor modifications to the SPD. Please review the attached draft and advise if Transamerica is able to accommodate the requested changes.

_____

Signature of Plan Administrator **Date**

☐ I have reviewed the attached SPD and want to make major modifications to the draft. I understand that Transamerica will send me the SPD electronically and will not maintain the SPD, and that I will be responsible for any future updates to the SPD. Once finalized, I will send Transamerica a copy of the SPD for their files.

_____

Signature of Plan Administrator **Date**

Memorandum of Understanding

Re: Community Share Project/ebooks

Between

Algonquin Area Public Library District
2600 Harnish Drive
Algonquin, Illinois 60102

Ella Johnson Memorial Public Library District
109 S. State Street
PO Box 429
Hampshire, Illinois 60140

Fox River Valley Public Library District
555 Barrington Avenue
East Dundee, Illinois 60118

"the Public Libraries"

and

Community Unit School District 300

2550 Harnish Drive
Algonquin, Illinois 60102

"District 300"

This Memorandum of Understanding (MOU) confirms the terms of an agreement to collaborate on a Community Share Project which is an initiative to make digital books ("ebooks") available to students of District 300 and patrons of the Public Libraries.

Background

The Public Libraries and District 300 have a mutual and shared interest in providing a comprehensive collection of ebooks to patrons and students of District 300 in order to enrich and expand learning experience and access to reading materials. The Public Libraries will curate a collection of materials with input from District 300 staff that will be available to students of District 300 and patrons of the Public Libraries. Students will access the collection using their student identification number on the Destiny platform. Public Library patrons will use their library card number on the Axis 360 platform.

Purpose

The Public Libraries and District 300 agree to work collaboratively as outlined in this MOU to provide students and patrons with the tools needed to be successful in school, foster a love of reading and learning, develop awareness of community resources, and be college or career ready upon graduation.

Services and Duties of the Public Libraries

- Issue a public library card for all students as part of school registration process
- Cards will be valid for eighteen (18) months from date of issue or renewal

- Provide Community Share platform
- Curate and purchase a collection of ebooks for students and patrons in grades K-12
- Provide training and support for District 300 staff on use of Community Share platform

Services and Duties of District 300

- Facilitate issuing of public library cards for all students as part of the school registration process
- Provide and promote access to Community Share and the Public Libraries-curated content through the Destiny platform
- Provide feedback and guidance on collection needs and development
- Support student access to Community Share by troubleshooting access issues and providing to the Public Libraries feedback and recommendations on accessibility

Financial Responsibilities

The Public Libraries will provide funding for ebooks that will be available through Community Share. The level of funding will be determined by the Public Libraries. Ebooks purchased by the Public Libraries will be available for students of District 300 and patrons of the Public Libraries. District 300 may contribute to project funding. Ebooks purchased by District 300 will be available only to students of District 300. The Public Libraries and District 300 may consider sources such as school PTAs or the District 300 Foundation for additional project funding. Parents/legal guardians will be responsible for any fines or fees incurred through use of the public library card at the Public Libraries or any other library.

Duration

This MOU is effective January 1, 2020 and ends on December 31, 2022 (3 years) (the Term) unless terminated earlier. A party to this MOU may terminate this MOU, with or without cause, provided written notice has been given to all parties at least 60 days prior to the effective date of termination. Any such notice of termination must be by U.S. Postal Service first class mail, postage, return receipt requested. Upon termination of this MOU, ebooks purchased by the Public Libraries will remain the property of the Public Libraries and will no longer be accessible to students through Community Share. Disposition of the collection curated by the Public Libraries will be determined by the Public Libraries.

Reporting and Outcomes

The Public Libraries and District 300 will have access to usage reports and statistics. All parties to this MOU will respect and comply with statutes and regulations applicable to student data confidentiality and confidentiality of library records.

The Public Libraries and District 300 will share data to determine if all students of District 300 have a public library card after completing school registration. The Public Libraries will monitor how many library cards are issued at registration. The Public Libraries and District 300 will assess whether students and families increase their awareness of the Public Libraries and their resources. The Public Libraries and District 300 will monitor and report on usage of the Community Share resources.

Limits
Students who use their public library cards at the Public Libraries or any other library will be subject to any physical material quantity limitations or access restrictions in place at that library, e.g., restricted access to ebooks for library cards not in good standing. Students will have access to the Community Share collection using a school identification number. Students may download ebooks to any device, subject to storage space limitations on that device as well as access to cellular or wi-fi data connections.

Algonquin Area Public Library District
Sara Murray, Executive Director
2600 Harnish Drive
Algonquin, Illinois 60102
smurray@aapld.org
847-458-3134

Signature: Sara Murray Date signed: 1/22/2020

Ella Johnson Memorial Public Library District
Nancy Ashbrook, Executive Director
109 S. State Street
Hampshire, Illinois 60140
nashbrook@ellajohnsonlibrary.org
847-683-4490

Signature: Nancy A. Ashbrook Date signed: 2/3/2020

Fox River Valley Public Library District
Lauren Rosenthal, Executive Director
555 Barrington Avenue
East Dundee, Illinois 60118
lrosenthal@frvpld.info
224-699-5829

Signature: Date signed: 2/5/2020

Community School Unit District 300
Fred Heid, Superintendent
2550 Harnish Drive
Algonquin, Illinois 60102
Fred.Heid@d300.org
847-551-8308

Signature: _____ Date signed: _____

axis360
digital media library
by Baker & Taylor

Sign and return to:
Baker & Taylor, LLC
2550 West Tyvola Road, Suite 300
Charlotte, NC 28217

AXIS 360 DIGITAL MEDIA CIRCULATION SYSTEM
AND ECONTENT LICENSE AGREEMENT

CUSTOMER: District 300 Schools

BUSINESS CONTACT INFORMATION:		**IMPLEMENTATION CONTACT INFORMATION:**	
PRIMARY CONTACT	Susan Harkin	PRIMARY CONTACT	
TITLE	Chief Operating Officer	TITLE	
E-MAIL ADDRESS	susan.harkin@d300.org	E-MAIL ADDRESS	
TELEPHONE	847-551-8351	TELEPHONE	
FAX		FAX	
STREET ADDRESS	2550 Harnish Drive	STREET ADDRESS	
CITY	Algonquin	CITY	
STATE, ZIP	IL, 60102	STATE, ZIP	

LICENSE OF AXIS 360 SYSTEM AND ECONTENT:
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1.08"Axis 360 System" means the digital content management system established by Vendor for Customer under this Agreement for the purpose of supplying and hosting eContent.

1.09"Check Out" means the authorization and enablement of an Authorized User to access or download eContent from the Axis 360 System for display on the Authorized User's personal electronic reading device (or electronic reading device supplied by the Customer) for a period of time consistent with Customer's Check Out policies, but not beyond the Authorized eContent Term applicable to such eContent, provided such access or download shall be for personal, educational, non-commercial use only, with no right to re-sell, redistribute, share, e-mail, post, make publicly available, upload, print, or burn to a disk, and subject to applicable DRM (including, but not limited to, one Authorized User per licensed copy of eContent at any given time unless otherwise indicated in Vendor's Ordering System.

1.10"Customer" means (a) a public library, a higher education institution (such as college, university, graduate and post-graduate level educational institution), a corporate library, a special library or a private library, as identified in this Agreement, or (b) a public or a private school teaching on a Pre-K through12 (pre-kindergarten through twelfth grade) level or part of that level, as identified in this Agreement.

1.11"DRM" means such digital rights management requirements as may be placed on eContent by the publishers and/or licensors supplying eContent to Vendor.

1.12"eContent" means such copyrighted books, audiobooks, video and other proprietary works in digital format that are licensed to Customer by Vendor for inclusion in the Axis 360 System.

1.13"eContent License Fees" means the license fees in effect from time to time that are payable by Customer to Vendor for the Sale of eContent under this Agreement, as shown in Vendor's Ordering System.

1.14"EULA" means the license agreement posted on Axis 360, as amended by Vendor from time to time, that Authorized Users will accept in order to download and display eContent.

1.15"Fees" means, collectively, Axis 360 Hosting Fee, the eContent License Fees, and any other fee referenced herein.

1.16"Launch Date" means the date that Axis 360 is launched for Customer, as determined by Vendor.

1.17"Other Content" means materials that may be added to the Axis 360 System by Customer or Authorized Users, such as User Reviews displayed in association with eContent, and/or by mutual agreement of Customer and Vendor.

1.18"Participating Schools" means those certain pre-K through 12 schools within the same geographic locality as the Public Library that are authorized to view and Check Out approved eContent from the Public Library's Axis 360 System.

1.19"Privacy Policy" means, collectively, the privacy policy posted on Axis 360, as amended by Vendor from time to time, that applicable Authorized Users will accept in order to download and display eContent.

1.20"Public Library" means a library within the same geographic locality as Participating Schools that is an Axis 360 customer and has at least two of the following characteristics: (i) generally accessible by the public, (ii) generally funded from public sources, and (iii) governed in a manner to serve the public interest.

1.21"Sale of eContent" or "eContent Sold" means the sale of a license of eContent to Customer for the Authorized eContent Term under the terms and conditions of this Agreement, which eContent will be available for Check Out subject to the EULA and the Privacy Policy.

1.22"Sale Date" means for any Sale of eContent or any eContent Sold, the date that the applicable eContent ordered by Customer is first made available for Check Out by Vendor.

1.23"Term" means the period of time that this Agreement is in effect, as provided in Section 3.01 hereof.

1.24"User Review(s)" means star ratings and comments contributed by Authorized Users relating to eContent hosted on the Axis 360 System.

1.25"Vendor" means Baker & Taylor, LLC and/or any Affiliate thereof.

1.26"Vendor's Ordering System" means Title Source 360, TitleWave, or such other ordering system or process approved by Vendor for ordering eContent.

2.00LICENSE

2.01 Subject to the terms and conditions of this Agreement and payment of the Axis 360 Hosting Fee and eContent License Fees by Customer, Vendor hereby grants to Customer a non-exclusive, nontransferable and revocable license to access and use Axis 360 and, for the Authorized eContent Term, such eContent as Customer may order through Vendor's Ordering System under this Agreement. eContent titles/collections ordered by Customer at any time during the Term of this Agreement will be made available for Check Out after the Launch Date upon the payment of applicable eContent License Fees by Customer. Except as otherwise expressly provided herein, all eContent Sold shall be non-returnable and all Fees paid by Customer shall be non-refundable.

2.02 Authorized Users shall access Axis 360 and eContent for Check Out, using Authorized User's personal electronic reading device or the electronic reading device supplied by the Customer and Internet connections supplied by, and at the expense of, Customer and/or Authorized Users. All such access shall be controlled by valid IP address, referring URL, identification codes and passwords and/or other commercially reasonable methods, as determined by Vendor.

2.03 Use of Axis 360 and eContent is limited to Authorized Users. Customer shall be responsible for determining which Authorized Users shall have access to Axis 360 and eContent. Customer shall not allow any access to Axis 360 or eContent by other libraries through consortia, inter-library loan, or similar arrangement, without Vendor's prior written consent.

2.04 All access to Axis 360 and eContent by Customer and Authorized Users shall be subject to and governed by this Agreement, the EULA and the Privacy Policy. Vendor reserves the right to suspend or terminate access to Axis 360 or eContent by Customer in the event of any violation thereof by Customer or any Authorized Users. Vendor may withdraw any specific eContent title if required by the applicable supplier of such eContent to Vendor. Repeated violations of the EULA by Authorized Users may be cause for suspension or termination of this Agreement, as determined by Vendor. Customer and Authorized Users do not have any public performance or promotional use rights in eContent, but story time is generally considered allowable under the "fair use" exception to copyright law.

2.05 Customer agrees to comply, and require Authorized Users to comply, with all copyright, patent and other intellectual property laws and all DRM applicable to Axis 360 and/or eContent. Notwithstanding any provision herein to the contrary, in the event that the DRM applicable to any given eContent imposes license requirements other than, or different from, those expressed herein, such DRM shall control with respect thereto and the license granted hereby shall be deemed automatically amended by such DRM.

2.06 Customer will enforce the proper and intended access to Axis 360 and eContent by Authorized Users by properly maintaining its patron database or other presentation of credentials for Authorized Users. The number of simultaneous users of eContent at any given time shall be limited to a single Authorized User per licensed copy of eContent, except to the extent that multi-user simultaneous access is authorized for specific eContent as shown in Vendor's Ordering System. Access to eContent by Authorized Users, including but not limited to any applicable ability to view, print and download, will automatically terminate upon expiration of the applicable Check Out. Customer will immediately notify Vendor of any breach or suspected breach of security (including without limitation any unauthorized use, disclosure or acquisition of or access to eContent, or disabling or circumvention of DRM with respect to eContent, of which Customer becomes aware.

2.07 All rights not expressly granted or licensed to Customer or Authorized Users in writing by Vendor are reserved by Vendor and/or Vendor's licensors.

3.00TERM AND TERMINATION

3.01 Except where earlier termination is required under the provisions hereof or by any DRM applicable to Axis 360 and/or eContent, this Agreement will be effective for a period beginning on the Launch Date and ending at 11:59:59 P.M. (Eastern U.S. Time) on the day preceding the third (3rd) anniversary of the Launch Date (the "Initial Term"). This Agreement will automatically renew for successive terms of one year each (a "Renewal Term") (the Initial Term and any Renewal Term being collectively referred to herein as the "Term") unless terminated by either party as provided herein. Either party shall have the right to prevent renewal by giving written notice of termination to the other party at least 60 days' prior to expiration of the then current term. In addition, Customer shall have the right to terminate this Agreement on written notice to Vendor when and if appropriations funding is not made available to Customer. Any annual Hosting Fee shall be due and payable on each anniversary of the Launch Date, as applicable.

3.02 Subject to Section 3.03 hereof, upon termination of this Agreement, all rights and licenses granted pursuant to this Agreement for Customer's access to and use of all or any portion of Axis 360 and eContent will automatically terminate. Similarly, upon termination of any applicable Authorized eContent Term by passage of time, operation of applicable DRM or any reason whatsoever, all rights and licenses of access to the eContent applicable thereto will automatically terminate.

3.03 Upon termination of this Agreement, Vendor's sole responsibility to Customer will be to confirm the eContent titles under license by Customer as of the date immediately preceding such termination date by providing the inventory list of the eContent titles under license and related information to Customer. Customer may supply such inventory list and information to the third party vendor selected by Customer to provide digital content management system services to Customer after Vendor (the "Next Vendor") and direct such Next Vendor to submit on Customer's behalf to the publishers of such eContent titles a request for replacement licenses to allow Customer to receive access to such eContent titles for the balance of any applicable Authorized eContent Term that would have continued but for the termination of this Agreement. Such Next Vendor will be solely responsible for obtaining such replacement licenses, and if such replacement licenses are granted, Next Vendor will be solely responsible for supplying such eContent under the terms of such replacement licenses on the digital content management system of the third party vendor then selected by Customer to provide such services. Vendor MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER PUBLISHERS WOULD ALLOW ANY SUCH REPLACEMENT LICENSE(S)

FOLLOWING TERMINATION OF THIS AGREEMENT OR WHETHER NEXT VENDOR WOULD PROVIDE CUSTOMER WITH ACCESS TO ANY SUCH ECONTENT PREVIOUSLY UNDER LICENSE.

4.00DEFAULT AND REMEDIES

Either party's failure to perform any of its obligations hereunder in any material respect, which failure is not cured within 60 days after notice from the non-defaulting party (provided that a 10 day notice and cure period shall apply to any failure to pay any amounts due) shall be an "Event of Default" hereunder. The non-defaulting party will have all rights and remedies available to it under applicable law if an Event of Default occurs, except as otherwise expressly provided herein. Without limiting the generality of the foregoing, Vendor's rights and remedies will include, without limitation, the right to disable the Axis 360 System to prevent access during the applicable cure period if reasonably needed to prevent further nonconformance. Customer acknowledges and agrees that the Agreement is for the benefit of Vendor and Vendor's licensors, and that Vendor and any of Vendor's licensors, jointly or severally, may avail themselves of any remedies available in this Agreement or by law, including without limitation the initiation of legal proceedings.

5.00WARRANTY; LIMITATION OF LIABILITY

5.01 Vendor warrants that publishers and/or licensors of eContent in the Axis 360 System have authorized the licenses granted hereunder. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5.01, ALL ECONTENT AND ANY PORTIONS THEREOF ARE PROVIDED "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXPRESSLY EXCLUDED HEREBY ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY Vendor, ITS AGENTS OR EMPLOYEES, WILL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

5.02 Neither Vendor nor any other party that has been involved in the creation, production or delivery of all or any portion of the eContent through Axis 360 or otherwise will be liable for indirect, special, incidental, punitive, exemplary or consequential damages (including, without limitation, damages for claims by third parties, or loss of profits) arising out of the access to or use or inability to use all or any portion of Axis 360 or the eContent, even if Vendor or such other party shall have been advised or otherwise have known of the possibility of such damages. In no case will any liability of Vendor or any such other party hereunder exceed the amounts actually paid by Customer to Vendor in the 12 month period preceding the claim giving rise to such liability.

6.00INFRINGEMENT

6.01 All unauthorized access, use, copying, modification and/or distribution of all or any portion of Axis 360 or the eContent is expressly forbidden. Customer will be liable for any infringement that is caused, facilitated or encouraged by its failure to abide by the terms of this Agreement and/or any applicable DRM.

6.02 Customer will promptly notify Vendor in writing if any infringement claim relating to all or any portion of Axis 360 or the eContent is made against Customer. If Customer provides Vendor with sufficient notice of any such infringement claim, Vendor at its option will make commercially reasonable effort to eliminate, or request that applicable publishers or licensors eliminate, the circumstances giving rise to such infringement. Alternatively, Vendor may issue a refund to Customer on a prorated basis and terminate access. The foregoing is the only remedy available to Customer, and the only liability of Vendor, in the event of a claim of infringement.

7.00FORCE MAJEURE

Customer acknowledges that the Internet is an unregulated, unorganized, unreliable, unstable, unsecure and ever-changing environment. The ability of each party to comply with this Agreement may be dependent on the Internet and equipment, software, systems, data, content and services provided by third parties, among other things. Neither party shall have any liability for any failure of performance due to events beyond its reasonable control. Lack of funds shall not be excused under this section.

8.00COMMUNITY SHARE CHECK OUT

Customer hereby authorizes Vendor to establish an online system whereby students, faculty members and/or staff members of Participating Schools may view and Check Out approved eContent from the Public Library's Axis 360 System, including:

1. enabling Participating Schools to view a subset of selected eContent titles under license by Public Library from Vendor, which subset shall be established by restricting titles individually or by category, BISAC codes, subject matter, grade range and/or authors; and

2. providing an authentication system at or for the Participating Schools whereby individuals who are enrolled students, faculty members and/or staff members of the Participating Schools are eligible to Check Out, as an Authorized User of the Public Library, any such eContent titles from the Public Library's Axis 360 System; and
3. controlling access to such Axis 360 System by valid IP address, referring URL, identification codes and passwords and/or other commercially reasonable methods, as determined by Vendor; and
4. executing Check Outs of eContent with appropriate recognition of such Check Outs in the Public Library's Axis 360 System and circulation reporting, without compromising DRM.

Enrolled students, faculty members and staff members of Participating Schools who desire to become Authorized Users of the Public Library must promptly apply for and obtain library cards from Public Library. Anyone who does not obtain a library card from Public Library may not be an Authorized User of the Public Library or eligible to Check Out eContent pursuant to this method. Check Outs of eContent accomplished through this method shall be subject to applicable lending terms of Public Library. Public Library must promptly issue library cards to those who complete and submit such applications to Public Library in accordance with Public Library's policies and procedures.

The authentication system established and implemented to facilitate Check Outs pursuant to this method may employ, without limitation, numeric IDs of enrolled students, faculty members and staff members issued by or for Participating Schools, rather than IDs issued by Public Library. Such numeric IDs, if applicable, will be supplied to Vendor, without any associated personally identifiable information, for this purpose. Vendor has no responsibility to sync such IDs with IDs issued by Public Library pursuant to library cards or otherwise.

9.00MISCELLANEOUS

9.01 Except as otherwise required by law, Vendor and Customer agree to maintain the confidentiality of any data relating to the usage of the eContent by specific Authorized Users.

9.02 Customer will be responsible for payment of any and all applicable sales, use, value-added, excise or similar taxes, if any, incurred in connection with any transactions under this Agreement.

9.03 Any failure by either party to exercise any right hereunder will not be deemed a continuing waiver of such right. If any of the terms or provisions of this Agreement are ruled to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby.

9.04 Customer will not assign this Agreement, by operation of law or otherwise, without Vendor's prior written consent. This Agreement will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

9.05 All notices required or permitted to be given by one party to the other under this Agreement will be sufficient if hand-delivered, sent by recognized overnight courier, receipt acknowledged, or sent by certified mail, return receipt requested, to the other party at the applicable address set forth in this Agreement or to such other applicable address as may be designated by notice from one party to the other pursuant to this paragraph.

9.06 Telecopied facsimiles or email transmissions of a signed counterpart of this Agreement from one party to the other will be deemed to be delivery of a signed counterpart by the party sending the tele copied facsimile or email of such signed counterpart. If the use of a digital signature is needed, each party shall adopt as its authorized signature a confidential digital identification consisting of symbols(s) or code(s) which are to be affixed to or contained in each digital transmission.

10.00ENTIRE AGREEMENT

This Agreement, the EULA and Privacy Policy referenced herein constitute the complete and exclusive statement of the terms and conditions between the parties regarding the subject matter hereof and supersede all prior proposals, understandings and agreements, oral and written, between the parties relating hereto, notwithstanding any order form submitted either before or after the date hereof. This Agreement may not be modified or altered except by written instrument duly executed by both parties. This Agreement may be executed in counterparts, all of which, when taken together, will constitute a single instrument.

School District
Addendum to Agreement with AXIS 360-BAKER & TAYLOR, LLC

The provisions of this Addendum amend the **AXIS 360-BAKER & TAYLOR, LLC** General Terms and Conditions (the "Agreement") between the Board of Education of Community Unit School District No. 300, Kane, McHenry, Cook, and DeKalb Counties, Illinois ("School District") and **AXIS 360-BAKER & TAYLOR, LLC**
, a **Charolette**, NC corporation ("Company"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and the term(s) of the Agreement that conflict(s) with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

1. Covered Data

As used in this Addendum, "School District data" means any data or information collected, maintained, generated, or inferred that alone or in combination personally identifies an individual student or the student's parent or family, in accordance with the Family Educational Rights and Privacy Act, 34 C.F.R. § 99.3, and the Illinois School Student Records Act, 105 ILCS 10/2 and other non-public information, including student data, metadata, and user content.

2. Compliance with State and Federal Law

All data sharing, use, and storage will be performed in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 as amended, 20 U.S.C. § 1232g & 34 C.F.R. § 99 ("FERPA") and the Illinois School Student Records Act (ISSRA), 105 ILCS 10/1 *et seq.* & 23 IAC 375.

The Company acknowledges for the purposes of this Addendum that it will be designated as a "school official" with "legitimate educational interests" in the School District data, as those terms have been defined under FERPA and ISSRA and their implementing regulations.

To the extent that the Company's collection, use or disclosure of personal information from students is governed by the Children's Online Privacy Protection Act ("COPPA"), the Company agrees that the Company's use of the School District data will be solely for the benefit of the School District's students and for the school system, and that the operator will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

With respect to the Company's collection, disclosure, or use of School District data as governed by the Protection of Pupil Rights Amendment ("PPRA"), the Company agrees that such collection, disclosure, or use, and any use of any School District data, shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions.

With respect to any "Covered Information" as defined by the Illinois Student Online Personal Protection Act, the Company agrees to comply with the terms of that Act and refrain from using the Covered Information in any way prohibited by the Act.

With respect to any "Personal Information" as defined by the Illinois Children's Privacy Protection and Parental Empowerment Act, the Company agrees to comply with the terms of that Act to the extent applicable.

3. **Company Obligations:**

3.1 *Uses and Disclosures as Provided in the Agreement*. The Company may use and disclose the School District data provided by the School District only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. Only the individuals or classes of individuals will have access to the data that need access to the School District data to do the work described in the Agreement. The Company shall ensure that any subcontractors who may have access to School District data are contractually bound to follow the provisions of the Agreement.

3.2 *Nondisclosure Except as Provided in the Agreement.* The Company shall not use or further disclose the School District data except as stated in and explicitly allowed by the Agreement and state and federal law. The Company does not have permission to re-disclose School District data to a third party except as provided for in this Addendum, as required by law, or as authorized in writing by the School District.

3.3 *Safeguards.* The Company agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District data. The Company shall ensure that School District data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission. The Company agrees to store and process the School District data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District data will be stored on equipment or systems located within the United States. The Company shall maintain complete and accurate records of these security measures and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to perform audits of the Company's storage of School District data at the School District's expenses to ensure compliance with the terms of the Agreement and this Addendum.

3.4 *Reasonable Methods.* The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District data are compliant with state and federal law.

3.5 *Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company's programs or services governed by the Agreement or to any School District data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.

3.6 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, or upon the School District's request, the Company covenants and agrees that it promptly shall deliver to the School District, and shall

return to the School District all School District data. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data. School District data must be destroyed in a secure manner. The Company agrees to send a written certificate that the data was properly destroyed or returned within 30 days of the end of the Agreement or within 30 days of the School District's request for destruction. The Company shall destroy School District data in such a manner that it is permanently irretrievable in the normal course of business.

3.7 *Minimum Necessary.* The Company attests that the data requested by the Company from the School District for the School District to access the Company's products or services represents the minimum necessary data for the services as described in the Agreement and that only necessary individuals or entities who are familiar with and bound by this Addendum will have access to the School District data to perform the work.

3.8 *Authorizations*. When necessary, the Company agrees to secure individual authorizations to maintain or use the School District data in any manner beyond the scope or after the termination of the Agreement.

3.9 *Data Ownership.* The School District is the data owner. The Company does not obtain any right, title, or interest in any of the data furnished by the School District.

3.10 *Misuse or Unauthorized Release.* The Company shall notify the School District as soon as possible upon discovering the misuse or unauthorized release of School District data held by the Company or one of its subcontractors, regardless of whether the misuse or unauthorized release is the result of a material breach of the Agreement.

3.11 *Data Breach.* In the event of a data breach, which means an unauthorized disclosure, access, alteration, or use of School District data or circumstances that could have resulted in such unauthorized disclosure, access, alteration or use, the Company shall promptly institute the following: (1) notify the School District by telephone and email as soon as practicable, but no later than twenty-four hours after the Company becomes aware of the data breach; (2) provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District. The Company shall reimburse and indemnify the School District for any costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including reimbursement of fees paid by the School District related to providing credit monitoring to affected individuals and payment of legal fees, audit costs, fines, and other fees undertaken by the School District because of the security breach.

3.12 *Access to Data.* Any School District data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District's data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the

Illinois Freedom of Information Act ("FOIA"), requests for student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, or any other request.

3.13 *Service Levels.* The Company's products or services are provided 24 hours per day, seven days per week. The Company shall ensure 99.9% up-time, Monday through Friday between 6 a.m. and 6 p.m. US Central Time ("Up-time"). Where Up-time percentage averages less than 99.9% in a calendar month, the School District shall have the right to terminate the Agreement immediately upon written notice to the Company and obtain a pro-rata reimbursement for its past payments to the Company.

3.14 *Limited Warranty.* For the purposes of this Addendum, a "Defect" is defined as a failure of the Company's products or services to substantially conform to the then-current Company's User Guides materials. For as long as the Agreement is in place, the Company warrants that the Company's products or services will not contain Defects. If the products or services do not perform as warranted, the Company will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Company's then current support call process. Should the Company be unable to cure the Defect or provide a replacement product within five business days, the School District shall be entitled to a pro-rata reimbursement for its past payments to the Company.

3.15 *Harmful Code.* Using a recent version of a reputable virus- checking product (to the extent commercially available), Company will check the Software, as well as any systems used by Company to deliver the Software, for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.

4. Prohibited Uses

4.1 The Company shall not sell School District data; use or share School District data for purposes of targeted advertising; or use School District data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement.

4.2 Notwithstanding the previous paragraph, the Company may use School District data to ensure legal or regulatory compliance or take precautions against legal liability; respond to or participate in the judicial process; protect the safety of users or others on the Company's website, online service, or application; or investigate a matter related to public safety. The Company shall notify the School District as soon as possible of any use described in this paragraph.

5. Miscellaneous

5.1 *Indemnification and Insurance.* The Company agrees to indemnify, defend and hold harmless School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing the obligations under the Agreement or this Addendum. The Company shall maintain liability insurance evidencing that the Company has workers compensation insurance as required by

law and general liability insurance with a minimum limit of $2,000,000. All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. The comprehensive general liability shall name the School District, its Board, Board members, employees, agents, and successors as an additional insured with a waiver of subrogation in favor of the School District. The Company shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of the Agreement. The failure to provide acceptable insurance shall be deemed a breach of the Agreement and the School District may immediately terminate the Agreement. Such certificates of insurance shall indicate that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered to the School District in accordance with the policy provisions.

5.2 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or services the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that the Company product or services infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute other equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company products or services free of the restrictions caused by the infringement; or (iv) take back such Company products or services and refund to the School District the license fee previously paid for the Company products depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.

5.3 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District. Any provision in the Agreement, except for Section 5.4 of this Addendum, that limits the Company's liability, requires the School District to release the Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.

5.4 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into the Agreement.

5.5 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.

5.6 *Payments*. The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.

5.7 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

5.8 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* (the "FOIA"), and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.

5.9 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.

5.10 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.

5.11 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of this Addendum. In addition, the School District may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred.

5.12 *Amendment.* No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing and signed by all parties to this Agreement.

5.13 *Deleted Sections from Agreement.*

A. In the opening paragraph of the Agreement delete the following sentence:

These Ts&Cs shall prevail over any terms and conditions in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Clients terms and conditions and does not modify or amend these Ts&Cs.

B. In Section 4.4(b), delete the following from the second sentence: "Client first notifies **(Company Name)** Center of such requirement or request and Client cooperates with **(Company Name)** Center in seeking a protective order or contesting such required disclosure.

C. Delete Section 7.2, Maximum Liability

D. Delete Section 7.3, Exceptions

E. Delete Section 9.4, Dispute Resolution

F. Delete Section 9.5, Attorneys' Fees

5.14 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

AXIS 360-BAKER & TAYLOR, LLC	Date	Community Unit School District No. 300	Date
_____	_____	_____	_____
		Susan Harkin Chief Operating Officer	

Community Unit School District 300
and _____
Data Privacy Addendum (Student Data)

This Data Privacy Addendum (the "Addendum") by and between Community Unit School District 300 (the "School District") and _____(the "**Company**") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the attached agreement between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District:

[Insert a brief description. Alternatively, use an Appendix to the Addendum by revising *Section 2.1* to read: "*Nature of Products or Services Provided.* The Company has agreed to provide the School District the products and/or services outlined in Appendix [#] to this Addendum."]

2.2 *School District Data Provided*. To allow the Company to provide the products and/or services described in *Section 2.2*, the School District will provide the following categories or types of School District Data to the Company:

[Insert a brief description. Alternatively, use an Appendix to the Addendum by revising *Section 2.2* to read: "*School District Data Provided*. To allow the Company to provide the agreed-to products and/or services, the School District will provide the categories or types of School District Data to the Company outlined in Appendix [#] to this Addendum."]

2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the Company's products and/or services represents the minimum necessary data for the products and/or services as described in the Agreement and this Addendum.

3. Compliance with Law

3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether or not such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq*.

4. Data Ownership and Use

4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.

4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.

4.3 *Company Use of Data*. The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:

4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and maintenance of the School District Data. The Company agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this

Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.

5.1.1 Security Procedures and Practices. The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce's National Institute of Standards and Technology's Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.

5.1.2 Storage of Data. The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.

5.1.3 Audit of Safeguards. The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to audit the Company's storage of School District Data at the School District's expense to ensure compliance with the terms of the Agreement and this Addendum.

5.1.4 Reasonable Methods. The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours.

5.2 *Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not

limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District Data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company's programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.

5.3 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all of the School District Data is no longer needed for purposes of the Agreement, or upon the School District's request, the Company covenants and agrees that it promptly shall return to the School District all School District Data in the Company's possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data. The Company agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 4.3* is if the Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information. In such case, the Company agrees to send with or in lieu of the written certificate required by this *Section 4.3* written evidence of parental/guardian consent for any data maintained.

5.4 *Authorizations*. The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.

5.5 *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.

5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and email within the most expedient time possible and without unreasonable delay, but no later

than 24 hours after the determination that a breach has occurred; (2) *a*t the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 The Company shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile

about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or

6.1.3 Sell or rent a student's information, including covered information. This *Section 5.3* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.

6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application as long as such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

7. Miscellaneous

7.1 *Service Levels.* The Company's products or services are provided 24 hours per day, 7 days per week. The Company shall ensure 99.5% up-time, Monday through Friday between 6 a.m. and 6 p.m. US Central Time ("Up-time"). Where Up-time percentage averages less than 99.5% in a calendar month, the School District shall have the right to terminate the Agreement immediately upon written notice to the Company and shall be entitled to a refund of the School District's fees paid for the services, as depreciated on a straight-line basis over a 12 month period commencing on the date the School District first had access to the Services through the date of termination.

7.2 *Limited Warranty.* For the purposes of this Addendum, a "Defect" is defined as a failure of the Company's product or service to substantially conform to the then-current Company's User Guides materials. For as long as the Agreement is in place, the Company warrants that the Company's products or services will not contain Defects. If the products or services do not perform as warranted, the Company will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Company's then-current support call process. Should the Company be unable to cure the Defect or provide a replacement product within five business days, the School District shall be entitled to a refund of its fees paid for the products or services, as depreciated on a straight-line basis over a 12 month period commencing on the date the School District first has access to a the Company's products or services through the date of termination.

7.3 *Harmful Code.* Using a recent version of a reputable virus-checkingg product (to the extent commercially available), Company will check its software and

other systems used by Company to deliver the products or services to the School District for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.

7.4 *Indemnification and Insurance.* The Company agrees to indemnify, defend and hold harmless the School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing its obligations under the Agreement or this Addendum. The Company shall maintain evidence of workers compensation insurance as required by law and general liability insurance with a minimum limit of $2,000,000. All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. The comprehensive general liability shall name the School District, its Board, Board members, employees, agents, and successors as an additional insured with a waiver of subrogation in favor of the School District. The Company shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of the Agreement. The failure to provide acceptable insurance shall be deemed a breach of the Agreement and shall allow the School District to immediately terminate the Agreement. Certificates of insurance shall indicate that should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered to the School District in accordance with the policy provisions.

7.5 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or service the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that any Company product or service infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company product or service free of the restrictions caused by the infringement; or (iv) take back such Company product or service and refund to the School District the fees previously paid for the Company's product or service depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.

7.6 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District.

Any provision in the Agreement, except for Section 6.7 of this Addendum, that limits the Company's liability, requires the School District to release the Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.

7.7 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.

7.8 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.

7.9 *Payments*. The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.

7.10 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

7.11 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois FOIA, and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.

7.12 *Publication of Agreement.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published. The Company acknowledges that if there are provisions of the Agreement other than those required to be included in the Agreement and this Addendum by SOPPA that the Company would like redacted before publication, the Company must submit a request in writing to the School District prior to execution of the Agreement and this Addendum.

Only if the School District agrees to such redaction prior to the execution of the Agreement and this Addendum shall the redaction be made prior to publication.

7.13 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.

7.14 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.

7.15 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of the Agreement or this Addendum. In addition, the School District may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred.

7.16 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.

7.17 *Additional Amendments to Agreement.* In addition to the general amendments contained in this Addendum, certain sections of the Agreement shall be amended as specifically set forth below:

[Insert as relevant; otherwise, delete entire Section 6.17]

7.18 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

Company Name	Community Unit School District 300
Signature	Signature
Name	Name
Title	Title
Date	Date

Student Fees 2020-2021

Background

Per Board Policy 4:140 and as authorized by 105 Illinois School Code 5/10-22.25, the administration will recommend what fees will be charged for the use of textbooks, consumable materials, extracurricular activities, and other school fees that are tangential to the educational program. We have completed a student fee survey of surrounding school districts.

It has been the District's position to maintain a fee structure that is comparable to the average student fees for surrounding Kane County school districts. For the past two years, with the exception of the high school registration fee, all fees have remained constant. The high school registration fee was increased by $20 for the 2018-2019 school year for the after school activities to better support the interest of all of our students.

Recently we completed a student fee survey of surrounding school districts. Attached for your review is a comparison of Kane County school districts and surrounding school districts. Overall, the majority of the District student fees are close to the average Kane County school districts' fees.

During the 2017-2018 school year, the District transitioned to PushCoin as its registration and fee payment processor. PushCoin has allowed the District to increase efficiencies in invoicing and receiving payments both internally and externally while providing ease of service for the District 300 patrons. However, PushCoin's does charge us for our usage of their platform. Pricing and fee schedule are as follows:

PushCoin's pricing and fee schedule are as follows:

PushCoin's Usage Fee- fee to utilize the PushCoin platform (District Expense)

- $.125/active student/month
- $31,267 annual (Fiscal Year 2018-2019)

Transaction Fees- processing fees charged by the credit card vendor

- 2.90% per debit/credit card transaction (Visa, MasterCard, Discover)
- $95,361 annual credit card transaction fees (Fiscal Year 2018-2019)
- No Fee for electronic checks

Recommendation

Based on the information provided, we are recommending that we maintain the 2019-2020 fees for the 2020-2021 school year. However, we recommend transitioning the transaction fees to the responsibility of the purchaser. Parents will have the option for no fees with the electronic checks but will need to pay the 2.9% to have the convenience of paying by credit card. This will save the district approximately $95k.

COMMUNITY UNIT SCHOOL DISTRICT 300
STUDENT FEES 2020-2021

DRAFT

All Fees are Non-Refundable

Annual Registration Fees are due by the first day of school – August 13, 2020

PRE-KINDERGARTEN SCHOOL FEES		
PRE-KINDERGARTEN ANNUAL REGISTRATION FEE		$90.00
KINDERGARTEN – FIFTH GRADE SCHOOL FEES		
KINDERGARTEN (Half Day) ANNUAL REGISTRATION FEE		$100.00
KINDERGARTEN (Full-Day) – 5th GRADE ANNUAL REGISTRATION FEE		$130.00
1:1 TECHNOLOGY FEE (1st – 5th GRADE)		$40.00
SIXTH - EIGHTH GRADE SCHOOL FEES		
6-8 GRADE ANNUAL REGISTRATION FEE		$150.00
1:1 TECHNOLOGY FEE		$40.00
P.E. UNIFORMS & LOCK ($12 shorts; $6 shirt; $7 lock)		$25.00
HIGH SCHOOL – SCHOOL FEES		
9-12 GRADE ANNUAL REGISTRATION FEE		$180.00
1:1 TECHNOLOGY FEE		$40.00
P.E. UNIFORMS & LOCK ($12 shorts; $6 shirt; $7 lock)		$25.00
OPTIONAL FEES		
MIDDLE SCHOOL ATHLETIC PARTICIPATION FEES (Per Sport - NO CAP - No Payment Plan)		$75.00
HIGH SCHOOL ATHLETIC PARTICIPATION FEE PER SPORT (Cap of 2 High School Sports per school year and or a family cap of 4 High School Sports per school year - No payment plan)		$150.00
DRIVER'S EDUCATION (behind the wheel fee must be paid in full prior to student taking permit test)		$300.00
HIGH SCHOOL SUMMER PROGRAMMING REGISTRATION FEE		$150.00
FLEX CLASS REGISTRATION FEE (per Course; per Semester)		$150.00
FLEX PE HEART RATE MONITOR MATERIAL FEE (one-time fee assessed)		$50.00
PARKING PERMIT (To purchase a parking permit, all other fees must be paid in full.)		$125.00
PARKING PERMIT-1/2 year (To purchase a parking permit, all other fees must be paid in full.)		$70.00
I.D. REPLACEMENT		$5.00
YEAR BOOK PRICES SHOULD BE VERIFIED AT YOUR STUDENT'S SCHOOL.		
FOOD SERVICE		
BREAKFAST (Reduced , Adult Breakfast)		TBD
LUNCH (Reduced , Adult Lunch $)		TBD
MILK		TBD

Waiver of Fees (Board Policy 4:140) *Registration fees may be waived for students who qualify for free or reduced lunches or breakfasts under Illinois School Code. Applications for Free & Reduced Lunch Program are available at each building. Students who qualify for Free Meals will have the following waived: Registration Fee, Drivers Ed, Athletic Participation, P.E. Locks, P.E. Uniforms and a basic graduation cap and gown. Students who qualify for "reduced" will have the following waived: Registration fee, Drivers Ed and Athletic Participation. These students are not exempt from charges for lost and damaged books, locks, materials, supplies and equipment. Waiver of the PE Uniform and lock(s) is granted one time during the middle school (grades 6th-8th) and one time during high school (grades 9th -12th).*

Payment: *All annual registration fees are due by the first day of school and can be made via PushCoin at* **www.PushCoin.com**. *Statements are emailed on a monthly basis to the email on file in Infinite Campus (Parent Portal). All payments are applied to the oldest fees first and all payments are non-refundable. Unpaid fees are subject to collections. Full payment of fees must be made before any official transcripts will be released.*

Types of Payment Accepted via www.PushCoin.com :

- ***Electronic check (eCheck)-*** *The eCheck funding option is free to parents and to District 300.*
- ***Debit or Credit Card (Visa, MasterCard, Discover)****- There is a 2.90% processing fee that is charged by the card processor and was approved as a pass-through fee by the Board of Education. You will be able to see the total cost of that fee prior to submitting your final payment.*

Additional Fees: *There may be additional fees that may be assessed that are not registration related and not represented on this schedule. Examples include but are not limited to replacement of materials that may be broken or not returned.*

District	Registration Fee					
	Kindergarten (1/2 day)	Kindergarten (Full Day)	1-5	6-8	9-12**	Technology
Aurora East USD 131*						
Barrington 220	73.00	73.00	149.00	249.00	375.00	90.00
Batavia 101	135.00		155.00	140.00	168.50	
Central CUSD 301	50.00		170.00	228.00	240.00	50.00
Crystal Lake 47/155	110.00	110.00	110.00	140.00	245.00	55.00
Geneva CUSD 304		115.00	95.00	140.00	190.00	45.00
Huntley 158		205.00	205.00	205.00	240.00	
Kaneland CUSD 302	77.00		134.00	155.00	240.00	57.00
St. Charles CUSD 303	62.00	100.00	100.00	150.00	200.00	
U-46	48.00	96.00	116.00	187.00	265.00	25.00
West Aurora SD129		125.00	125.00	175.00	225.00	
Average	79.29	117.71	135.90	176.90	238.85	53.67
D300-Current	**100.00**	**130.00**	**130.00**	**150.00**	**180.00**	**40.00**
Over/(Under) Average	20.71	12.29	(5.90)	(26.90)	(58.85)	(13.67)

* Aurora East USD 131- All schools are CEP and minimum fees are charged.

**D300 only charges for the first two sports. Fees are waived after the second paid sport.

District	Registration Fee (includes Technology & Activity Fees) 9-12	Without Hi/Lo 9-12	Tech Fee Only 9-12
Barrington 220	**465.00**		90.00
Central CUSD 301	**290.00**	**290.00**	50.00
Crystal Lake 155	**300.00**	**300.00**	55.00
Geneva CUSD 304	**235.00**		45.00
Kaneland CUSD 302	**297.00**	**297.00**	57.00
U46	**290.00**	**290.00**	25.00
Average	312.83	294.25	53.67
D300-Current	**220.00**	**220.00**	**40.00**
Over/(Under) Average	(92.83)	(74.25)	(13.67)

District	Athletic		Other			
	6-8**	9-12**	Driver Ed	PE Uniforms/Locks	Yearbook	Parking
Aurora East USD 131*						
Barrington 220		-		27.00		286.00
Batavia 101		154.00				
Central CUSD 301		120.00				
Crystal Lake 47/155	70.00	100.00	150.00	26.00	50.00	150.00
Geneva CUSD 304	96.00	140.00		27.00	55.00	
Huntley 158	40.00	75.00	250.00	35.00	50.00	110.00
Kaneland CUSD 302	120.00	150.00	250.00			180.00
St. Charles CUSD 303	120.00	120.00	400.00		45.00	200.00
U-46	80.00	150.00	250.00		45.00	100.00
West Aurora SD129	40.00	100.00	350.00	10.00	50.00	100.00
Average	80.86	110.90	275.00	25.00	49.17	160.86
D300-Current	**75.00**	**150.00**	**300.00**	**25.00**	**45.00**	**125.00**
Over/(Under) Average	(5.86)	39.10	25.00	0.00	(4.17)	(35.86)

* Aurora East USD 131- All schools are CEP and minimum fees are charged.

**D300 only charges for the first two sports. Fees are waived after the second paid sport.

School District
Addendum to Agreement with Herff-Jones

The provisions of this Addendum amend the Herff-Jones General Terms and Conditions (the "Agreement") between the Board of Education of Community Unit School District No. 300, Kane, McHenry, Cook, and DeKalb Counties, Illinois ("School District") and Herff-Jones, a Indianapolis, Indiana corporation ("Company"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and the term(s) of the Agreement that conflict(s) with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

1. Covered Data

As used in this Addendum, "School District data" means any data or information collected, maintained, generated, or inferred that alone or in combination personally identifies an individual student or the student's parent or family, in accordance with the Family Educational Rights and Privacy Act, 34 C.F.R. § 99.3, and the Illinois School Student Records Act, 105 ILCS 10/2 and other non-public information, including student data, metadata, and user content.

2. Compliance with State and Federal Law

All data sharing, use, and storage will be performed in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 as amended, 20 U.S.C. § 1232g & 34 C.F.R. § 99 ("FERPA") and the Illinois School Student Records Act (ISSRA), 105 ILCS 10/1 *et seq.* & 23 IAC 375.

The Company acknowledges for the purposes of this Addendum that it will be designated as a "school official" with "legitimate educational interests" in the School District data, as those terms have been defined under FERPA and ISSRA and their implementing regulations.

To the extent that the Company's collection, use or disclosure of personal information from students is governed by the Children's Online Privacy Protection Act ("COPPA"), the Company agrees that the Company's use of the School District data will be solely for the benefit of the School District's students and for the school system, and that the operator will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

With respect to the Company's collection, disclosure, or use of School District data as governed by the Protection of Pupil Rights Amendment ("PPRA"), the Company agrees that such collection, disclosure, or use, and any use of any School District data, shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions.

With respect to any "Covered Information" as defined by the Illinois Student Online Personal Protection Act, the Company agrees to comply with the terms of that Act and refrain from using the Covered Information in any way prohibited by the Act.

With respect to any "Personal Information" as defined by the Illinois Children's Privacy Protection and Parental Empowerment Act, the Company agrees to comply with the terms of that Act to the extent applicable.

3. **Company Obligations:**

3.1 *Uses and Disclosures as Provided in the Agreement*. The Company may use and disclose the School District data provided by the School District only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. Only the individuals or classes of individuals will have access to the data that need access to the School District data to do the work described in the Agreement. The Company shall ensure that any subcontractors who may have access to School District data are contractually bound to follow the provisions of the Agreement.

3.2 *Nondisclosure Except as Provided in the Agreement.* The Company shall not use or further disclose the School District data except as stated in and explicitly allowed by the Agreement and state and federal law. The Company does not have permission to re-disclose School District data to a third party except as provided for in this Addendum, as required by law, or as authorized in writing by the School District.

3.3 *Safeguards.* The Company agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District data. The Company shall ensure that School District data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission. The Company agrees to store and process the School District data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District data will be stored on equipment or systems located within the United States. The Company shall maintain complete and accurate records of these security measures and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to perform audits of the Company's storage of School District data at the School District's expenses to ensure compliance with the terms of the Agreement and this Addendum.

3.4 *Reasonable Methods.* The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District data are compliant with state and federal law.

3.5 *Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company's programs or services governed by the Agreement or to any School District data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.

3.6 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, or upon the School District's request, the Company covenants and agrees that it promptly shall deliver to the School District, and shall return to the School District all School District data. If return of the data is not feasible or if

the School District agrees, then the Company shall destroy the data. School District data must be destroyed in a secure manner. The Company agrees to send a written certificate that the data was properly destroyed or returned within 30 days of the end of the Agreement or within 30 days of the School District's request for destruction. The Company shall destroy School District data in such a manner that it is permanently irretrievable in the normal course of business.

3.7 *Minimum Necessary.* The Company attests that the data requested by the Company from the School District for the School District to access the Company's products or services represents the minimum necessary data for the services as described in the Agreement and that only necessary individuals or entities who are familiar with and bound by this Addendum will have access to the School District data to perform the work.

3.8 *Authorizations*. When necessary, the Company agrees to secure individual authorizations to maintain or use the School District data in any manner beyond the scope or after the termination of the Agreement.

3.9 *Data Ownership.* The School District is the data owner. The Company does not obtain any right, title, or interest in any of the data furnished by the School District.

3.10 *Misuse or Unauthorized Release.* The Company shall notify the School District as soon as possible upon discovering the misuse or unauthorized release of School District data held by the Company or one of its subcontractors, regardless of whether the misuse or unauthorized release is the result of a material breach of the Agreement.

3.11 *Data Breach.* In the event of a data breach, which means an unauthorized disclosure, access, alteration, or use of School District data or circumstances that could have resulted in such unauthorized disclosure, access, alteration or use, the Company shall promptly institute the following: (1) notify the School District by telephone and email as soon as practicable, but no later than twenty-four hours after the Company becomes aware of the data breach; (2) provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District. The Company shall reimburse and indemnify the School District for any costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including reimbursement of fees paid by the School District related to providing credit monitoring to affected individuals and payment of legal fees, audit costs, fines, and other fees undertaken by the School District because of the security breach.

3.12 *Access to Data.* Any School District data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District's data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), requests for student records under FERPA or

ISSRA, requests for records in discovery in state or federal court or administrative proceedings, or any other request.

3.13 *Service Levels.* The Company's products or services are provided 24 hours per day, seven days per week. The Company shall ensure 99.9% up-time, Monday through Friday between 6 a.m. and 6 p.m. US Central Time ("Up-time"). Where Up-time percentage averages less than 99.9% in a calendar month, the School District shall have the right to terminate the Agreement immediately upon written notice to the Company and obtain a pro-rata reimbursement for its past payments to the Company.

3.14 *Limited Warranty.* For the purposes of this Addendum, a "Defect" is defined as a failure of the Company's products or services to substantially conform to the then-current Company's User Guides materials. For as long as the Agreement is in place, the Company warrants that the Company's products or services will not contain Defects. If the products or services do not perform as warranted, the Company will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Company's then current support call process. Should the Company be unable to cure the Defect or provide a replacement product within five business days, the School District shall be entitled to a pro-rata reimbursement for its past payments to the Company.

3.15 *Harmful Code.* Using a recent version of a reputable virus- checking product (to the extent commercially available), Company will check the Software, as well as any systems used by Company to deliver the Software, for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.

4. Prohibited Uses

4.1 The Company shall not sell School District data; use or share School District data for purposes of targeted advertising; or use School District data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement.

4.2 Notwithstanding the previous paragraph, the Company may use School District data to ensure legal or regulatory compliance or take precautions against legal liability; respond to or participate in the judicial process; protect the safety of users or others on the Company's website, online service, or application; or investigate a matter related to public safety. The Company shall notify the School District as soon as possible of any use described in this paragraph.

5. Miscellaneous

5.1 *Indemnification and Insurance.* The Company agrees to indemnify, defend and hold harmless School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing the obligations under the Agreement or this Addendum. The Company shall maintain liability insurance evidencing that the Company has workers compensation insurance as required by law and general liability insurance with a minimum limit of $2,000,000. All insurers shall be

licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. The comprehensive general liability shall name the School District, its Board, Board members, employees, agents, and successors as an additional insured with a waiver of subrogation in favor of the School District. The Company shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of the Agreement. The failure to provide acceptable insurance shall be deemed a breach of the Agreement and the School District may immediately terminate the Agreement. Such certificates of insurance shall indicate that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered to the School District in accordance with the policy provisions.

5.2 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or services the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that the Company product or services infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute other equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company products or services free of the restrictions caused by the infringement; or (iv) take back such Company products or services and refund to the School District the license fee previously paid for the Company products depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.

5.3 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District. Any provision in the Agreement, except for Section 5.4 of this Addendum, that limits the Company's liability, requires the School District to release the Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.

5.4 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into the Agreement.

5.5 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.

5.6 *Payments*. The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.

5.7 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

5.8 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* (the "FOIA"), and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.

5.9 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.

5.10 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.

5.11 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of this Addendum. In addition, the School District may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred.

5.12 *Amendment.* No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing and signed by all parties to this Agreement.

5.13 *Deleted Sections from Agreement.*

A. In the opening paragraph of the Agreement delete the following sentence:

> These Ts&Cs shall prevail over any terms and conditions in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Clients terms and conditions and does not modify or amend these Ts&Cs.

B. In Section 4.4(b), delete the following from the second sentence: "Client first notifies HERFF-JONES Center of such requirement or request and Client cooperates with HERFF-JONES Center in seeking a protective order or contesting such required disclosure.

C. Delete Section 7.2, Maximum Liability

D. Delete Section 7.3, Exceptions

E. Delete Section 9.4, Dispute Resolution

F. Delete Section 9.5, Attorneys' Fees

5.14 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

HERFF-JONES:	Date	Community Unit School District No. 300	Date
	1/9/2020	_____	_____
Regional Sales Manager Great Lakes Region			

COMMUNITY UNIT SCHOOL DISTRICT NO. 300

BOARD of EDUCATION MEMO

DATE: March 2, 2020

TO: Mr. Heid, Superintendent

FROM: Diane C. White, Director of Purchasing

RE: Approval of District-wide Student Yearbook Contract Extension

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Background

The Board of Education approved an extension of the student yearbook contract at the February 2019 Board meeting for the contract term of July 1, 2019 – June 30, 2020.

The original RFP was issued March 4, 2014 for Student Yearbook Services. This RFP covered yearbook services for K-12 grade levels. The BOE approved this three-year contract at the April 14, 2014 meeting roll call action.

The contract was awarded to Herff Jones. Awarded Contract pricing is as listed below:

Herff Jones							
	High School Level			Middle School Level		Elementary Level	
	208 pages	224Pages	256 Pages	Hard cover	Soft Cover	Hard Cover	Soft Cover
Calculated base cost	$25.00	$28.88	$29.96	$13.15	$12.70	$13.88	$10.27
Custom Cover	included	included	included	$6.48	$6.48	$1.16	$1.16
Total	$25.00	$28.88	$29.96	$19.63	$19.18	$15.04	$11.43
If Awarded All Buildings - 5% Discounted Price for High School level	$23.75	$27.43	$28.46				
Base Yearbook Cost							

Herff Jones has favorable reviews at all levels of schools for yearbook services. Annual sales of yearbooks:

Total Year Books Sales	2018-19
Elementary	2030
Middle	1902
High	2190
Total Sales	**7405**

Herff Jones will hold their contract pricing listed above through the duration of the contract extension ending June 30, 2021 with a commitment to hold pricing for an additional two – 1-year extensions.

Administration Recommends

Administration recommends that we award a contract extension to **Herff-Jones, Indianapolis, IN** for Student Yearbook Services for the contract term of July 1, 2020 through June 30, 2021 with possibility of two 1-year extensions.

Jamie Silver
Representing Herff Jones Yearbooks
25 Telser Road #727
Lake Zurich, IL 60047
847.561.8525
JSilver7@mac.com

February 7th, 2020

Diane White
2605 Bunker Hill Drive
Algonquin, IL 60102

Dear Diane White,

It's been our pleasure working with and supporting all the yearbook publications within D300 for the past several years. We are honored to extend our negotiated pricing previously outlined for up to the next 3 school years ending: 2021, 2022, and 2023.

I look forward to discussing this with you more. Again thank you for the opportunity to continue our partnership with your schools in the future.

Sincerely yours,
Jamie Silver

BOARD OF EDUCATION
Community Unit School District 300
2605 Bunker Hill Drive
Algonquin, Il 60102
Audit Services - RFP Response Form

PROPOSED FEE SCHEDULE

Firm Name	Lauterbach & Amen LLP	Miller Cooper & Co Ltd.	Sikich LLP	WIPFLi LLP	Baker Tilly	RSM US LLP	Crowe LLP
References	Y	Y	Y	Y	Y	Y	No Bid
Certifications	Y	Y	Y	Y	Y	Y	No Bid
Addendum #1 and #2	Y	Y	Y	Y	Y	Y	No Bid
W-9 and Vendor App.	Y	Y	Y	Y	Y	Y	No Bid

BOARD OF EDUCATION
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Algonquin, Il 60102
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PROPOSED FEE SCHEDULE

Lauterbach & Amn LLP	**FY2020**	**FY2021**	**FY2022**	**FY2023**	**FY2024**
1) Base Audit Report, including Management Letter, Activity Accounts and Continuing Disclosure Data	$38,400.00	$39,600.00	$40,800.00	$42,000.00	$43,300.00
2) Federal Program Audit	$4,500.00	$4,600.00	$4,700.00	$4,800.00	$4,800.00
3)Accrual Fee	$0.00	$0.00	$0.00	$0.00	$0.00
Total of 1, 2 & 3	$42,900.00	$44,200.00	$45,500.00	$46,800.00	$48,200.00
4) Bond Issue or Funding Hourly Rate					
5) Special Projects Hourly Rate	105.00	105.00	105.00	105.00	105.00
Hourly Billing Rates					
Partner	140.00	144.00	148.00	152.00	156.00
Specialist					
Supervisory	110.00	113.00	116.00	119.00	122.00
Staff	70.00	72.00	74.00	76.00	78.00
Other					
Bond Issue or Refunding hour rate					
OTHER REQUIRED INFORMATION					
When would field work commence?	Firdst week of September				
When would the fieldwork conclude?	Middle to end of September				
Number of field personnel to be assigned?	2-3 staff, including audit manager				
Approximate number of school districts also scheduled to be audited for			20		
Anticipated number of days that will be involved in the work on the premises.			15-20		

BOARD OF EDUCATION
Community Unit School District 300
2605 Bunker Hill Drive
Algonquin, Il 60102
Audit Service - RFP Response Form

PROPOSED FEE SCHEDULE

Miller, Cooper & Co LTD	**FY2020**	**FY2021**	**FY2022**	**FY2023**	**FY2024**
1) Base Audit Report, including Management Letter, Activity Accounts and Continuing Disclosure Data	$41,000.00	$41,820.00	$42,870.00	$43,940.00	$43,940.00
2) Federal Program Audit(assuming 3 major programs)	$4,000.00	$4,080.00	$4,180.00	$4,285.00	$4,285.00
3) Accrual Fee	Included				
Total of 1,2, & 3	$45,000.00	$45,900.00	$47,050.00	$48,225.00	$48,225.00
4) Bond Issue or Funding Hourly Rate					
5) Special Project Hourly Rate					
Hourly Billing Rates					
Partner	290.00				
Specialist	190.00				
Supervisory/Manager	135.00				
Staff/Senior	105.00				
Other	95.00				
OTHER REQUIRED INFORMATION					
When would field work commence?	Approximately one week in the spring and three weeks after books are closed in August/September				
When would the fieldwork conclude?	September				
Number of field personnel to be assigned?	3-5				
Approximate number of school districts also scheduled to be audited for			30-35		
Anticipated number of days that will be involved in the work on the premises.			15-20		

BOARD OF EDUCATION
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Algonquin, Il 60102
Audit Service - RFP Response Form

PROPOSED FEE SCHEDULE

Sikich LLP	**FY2020**	**FY2021**	**FY2022**	**FY2023**	**FY2024**
1) Base Audit Report, including Management Letter, Activity Accounts and Continuing Disclosure Data	$40,500.00	$41,350.00	$42,200.00	$43,050.00	$43,900.00
2) Federal Program Audit	$3,500.00	$3,600.00	$3,700.00	$3,800.00	$3,900.00
3) Accrual Fee	$1,500.00	$1,550.00	$1,600.00	$1,650.00	$1,700.00
Total of 1,2, & 3	$45,500.00	$46,500.00	$47,500.00	$48,500.00	$49,500.00
4) Bond Issue or Funding Hourly Rate					
5) Special Project Hourly Rate					
Hourly Billing Rates					
Partner	$ 470.00	$ 480.00	$ 490.00	$ 500.00	$ 510.00
Specialist	$ 300.00	$ 310.00	$ 320.00	$ 330.00	$ 340.00
Supervisory	$ 230.00	$ 240.00	$ 250.00	$ 260.00	$ 270.00
Staff	$ 200.00	$ 210.00	$ 220.00	$ 230.00	$ 240.00
Other	$ 180.00	$ 190.00	$ 200.00	$ 210.00	$ 220.00
OTHER REQUIRED INFORMATION					
When would field work commence?	August				
When would the fieldwork conclude?	September				
Number of field personnel to be assigned?	6-12 partners, 1 manager, 1 senior, 1 staff				
Approximate number of school districts also scheduled to be audited for 2015-2019			10		
Anticipated number of days that will be involved in the work on the premises.			Preliminary -3 Final 1-12		

BOARD OF EDUCATION
Community Unit School District 300
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Algonquin, Il 60102
Audit Service - RFP Response Form

PROPOSED FEE SCHEDULE

WIPFLi LLP	**FY2020**	**FY2021**	**FY2022**	**FY2023**	**FY2024**
1) Base Audit Report, including Management Letter, Activity Accounts and Continuing Disclosure Data	$36,500.00	$37,400.00	$38,300.00	$39,200.00	$40,100.00
2) Federal Program Audit	$5,000.00	$5,100.00	$5,200.00	$5,300.00	$5,400.00
3) Accrual Fee	$4,000.00	$4,100.00	$4,200.00	$4,300.00	$4,400.00
Total of 1,2, & 3	$45,500.00	$46,600.00	$47,700.00	$48,800.00	$49,900.00
4) Bond Issue or Funding Hourly Rate	200.00	205.00	210.00	215.00	220.00
5) Special Project Hourly Rate	200.00	205.00	210.00	215.00	220.00
Hourly Billing Rates					
Partner	295.00	300.00	305.00	310.00	315.00
Specialist/Senior Mgr./Mgr	250.00	255.00	260.00	265.00	270.00
Supervisory	180.00	185.00	190.00	195.00	200.00
Staff	140.00	145.00	150.00	155.00	160.00
Other	85.00	90.00	95.00	100.00	105.00

OTHER REQUIRED INFORMATION					
When would field work commence?	Interim-May/June				
When would the fieldwork conclude?	Final-September				
Number of field personnel to be assigned?	4				
Approximate number of school districts also scheduled to be audited for			35		
Anticipated number of days that will be involved in the work on the premises.			14		

BOARD OF EDUCATION
Community Unit School District 300
2605 Bunker Hill Drive
Algonquin, Il 60102
Audit Service - RFP Response Form

PROPOSED FEE SCHEDULE

Baker Tilly	**FY2020**	**FY2021**	**FY2022**	**FY2023**	**FY2024**
1) Base Audit Report, including Management Letter, Activity Accounts and Continuing Disclosure Data	$42,000.00	$43,000.00	$44,000.00	$45,000.00	$46,000.00
2) Federal Program Audit	$5,500.00	$5,650.00	$5,800.00	$5,950.00	$6,100.00
3) Accrual Fee	Accrual fess is included in Base Audit Report fee above				
Total of 1,2, & 3	$47,500.00	$48,650.00	$49,800.00	$50,950.00	$52,100.00
4) Bond Issue or Funding Hourly Rate	See rates below				
5) Special Project Hourly Rate	See rates below				
Hourly Billing Rates					
Partner	250.00	255.00	260.00	265.00	270.00
Specialist	200.00	205.00	210.00	215.00	220.00
Supervisory	150.00	155.00	160.00	165.00	170.00
Staff	125.00	130.00	135.00	140.00	145.00
Other					
OTHER REQUIRED INFORMATION					
When would field work commence?	Interim audit procedures awill be performed in June				
When would the fieldwork conclude?	September/October				
Number of field personnel to be assigned?	2-3 personnel throughout final fieldwork; 2 personnel throughout interim work; partner and manager on site visits will take place throughout the engagement.				
Approximate number of school districts also scheduled to be audited for	2020-2024	Left Blank			
Anticipated number of days that will be involved in the work on the premises.	2-3 days during interim; 10 days during final fieldwork				

BOARD OF EDUCATION
Community Unit School District 300
2605 Bunker Hill Drive
Algonquin, Il 60102
Audit Service - RFP Response Form

PROPOSED FEE SCHEDULE

RSM US LLP	**FY2020**	**FY2021**	**FY2022**	**FY2023**	**FY2024**
1) Base Audit Report, including Management Letter, Activity Accounts and Continuing Disclosure Data	$38,000.00	$39,150.00	$40,350.00	$41,550.00	$42,800.00
2) Federal Program Audit	$12,000.00	$12,350.00	$12,750.00	$13,150.00	$13,550.00
3) Accrual Fee	$4,000.00	$4,200.00	$4,400.00	$4,600.00	$4,800.00
Total of 1,2, & 3	$54,000.00	$55,700.00	$57,500.00	$59,300.00	$61,150.00
4) Bond Issue or Funding Hourly Rate	$130-$300	$130-$300	$135-$300	$135-$300	$140-$310
5) Special Project Hourly Rate	$130-$300	$130-$300	$135-$300	$135-$300	$140-$310
Hourly Billing Rates					
Partner	300.00	300.00	305.00	305.00	310.00
Specialist	195.00	195.00	200.00	200.00	205.00
Supervisory	130.00	130.00	135.00	135.00	140.00
Staff	102.50	102.50	107.50	107.50	112.50
Other	100.00	100.00	105.00	105.00	110.00
OTHER REQUIRED INFORMATION					
When would field work commence?	Mid-August				
When would the fieldwork conclude?	Mid-September				
Number of field personnel to be assigned?	3				
Approximate number of school districts also scheduled to be audited for			30		
Anticipated number of days that will be involved in the work on the premises.			20		

BOARD OF EDUCATION
Community Unit School District 300
2605 Bunker Hill Drive
Algonquin, Il 60102
Audit Service - RFP Response Form

PROPOSED FEE SCHEDULE

Crowe LLP	**FY2020**	**FY2021**	**FY2022**	**FY2023**	**FY2024**
1) Base Audit Report, including Management Letter, Activity Accounts and Continuing Disclosure Data	Letter of Withdrawl - No Bid				
2) Federal Program Audit					
3) Accrual Fee					
Total of 1, 2 & 3					
4) Bond Issue or Funding Hourly Rate					
3) Special Projects Hourly Rate					
Hourly Billing Rates					
Partner					
Specialist					
Supervisory					
Staff					
Other					
Bond Issue or Refunding hour rate					
OTHER REQUIRED INFORMATION					
When would field work commence?					
When would the fieldwork conclude?					
Number of field personnel to be assigned?					
Approximate number of school districts also scheduled to be audited for 2015-2019					
Anticipated number of days that will be involved in the work on the premises.					

PROFILE OF THE FIRM

Miller Cooper & Co., Ltd. is a well-respected and growing 385+-person local firm with a strong presence in metro-Chicago. In operation for more than 100 years, with a full time commitment to governmental and nonprofit areas of specialization, the Firm is ranked in the top 10 Chicago accounting firms by *Crain's Chicago Business*. We provide a broad spectrum of accounting, tax and consulting services.

Our governmental clients represent nearly 15% of our practice. As such, one-fifth of our managers, supervisors and staff have experience in audits of public institutions giving us the capability to schedule the District audit to meet stated time requirements.

Our professional staff located in Deerfield and Chicago is comprised of:

FULL-TIME STAFF	FIRM	GOVERNMENTAL SERVICES GROUP
Principals (Partners)	43	4
Directors	3	0
Senior Managers/Managers	71	9
Supervisors/Seniors	84	12
Staff	185	38
TOTAL	**386**	**63**

As a member of the AICPA and the AICPA's Government Audit Quality Control Center (GAQC), our Firm is required to undergo and pass an examination of quality controls, conducted by trained CPA's from other firms every three years. Our most recent review was performed for the year ended May 31, 2019 for which we received a rating of pass (which is the highest attainable rating). The review included school districts and other governmental engagements. See Page 7 for a copy of our 2019 report.

DIVERSITY Miller Cooper supports a diverse environment. Currently, the firm is comprised of 45% women and a nonwhite employee base of 10%. Women hold key leadership roles in the firm, including the position of Managing Principal and women and minorities comprise 40% of our executive committee.

EXPERIENCE Additionally, we believe Miller Cooper is qualified to service your organization for the following reasons:

- We are the proper size firm with the expertise to be responsive to your needs and are committed to providing prompt, efficient and personal service.
- Project team continuity promotes efficiency for multiple year engagements.
- We have an outstanding record with the ASBOI and GFOA certificate programs.

- Our sizeable staff allows us to meet your financial report filing deadline.
- Members of your service team have provided a wide range of services to their clients. These include the following:
  - Benefit plan consulting including 403(b) compliance – We have an entire department devoted to benefit plans
  - Computer system design and control evaluations – We have an entire department devoted to IT
  - Tax Increment Financing and compliance
  - Budgeting
  - Audits and review of federal and state grants and related programs
  - Agreed-upon procedures related to enhanced controls, financial reporting and compliance with agreements.
  - Implementing new accounting and audit standards

OTHER SERVICES Our information technology department consists of 35 full time people who assist clients with system design, selection, implementation and ongoing support. They also assist the audit staff with the IT portions of the audit, if needed. The IT department and audit team have experience working with electronic data processing systems.

Miller Cooper also has a staff of knowledgeable accountants who provide accounting support to a variety of organizations. Services include:

ACCOUNTING SERVICES

- General ledger account reconciliation
- Accounts payable and receivable
- Bank reconciliation
- General ledger and journal entries
- Assistance and implementation of monthly close procedures
- Compiled financial statements and analysis
- Depreciation and amortization schedules
- Budgeting
- Internal control documentation

ACCOUNTING SOFTWARE SERVICES

- Accounting software selection and implementation
- Accounting software and training

PAYROLL AND TAX SERVICES

- Payroll journal entries
- Sales tax returns
- Personal property tax returns

STAFFING SERVICES

- Temporary staffing of the accounting department
- Recruiting finance professionals

CONTINUING EDUCATION REQUIREMENTS MAINTAINED AND SURPASSED Miller Cooper provides extensive continuing education courses internally for professionals at various levels, and members of the Firm also take outside continuing education courses when appropriate. In that regard, each member of the team has maintained the required 24 hours of governmental continuing education for each biennial reporting period. Additionally, Miller Cooper staff have completed programs which provide the necessary guidance and resources to assist local government clients in obtaining and maintaining their expertise in the issues facing Illinois School Districts and other local governments.

A list of audit leaders who will be involved in the District's audit and resumes can be found on Pages 13-16.

District 300 Audit Service Scoring Matrix Summary

Evaluation Criteria	Points	Lauterbach & Amen, LLP	**Miller & Cooper & Co., Ltd.**	Sikich LLP	Wipfli LLP
Experience and Qualifications & Financial Strength The qualifications of the Consultant and the team assigned to Community Unit School District 300. Education, including continuing education courses taken during the past 2 years, position in the firm, and the types of experience will be considered. This will be determined from the resumes submitted (0-30) a) Qualifications of the audit team (0-20) b) Supervision to be exercised over the audit term by the firm's management (0-10)	**30**	15	**30**	20	15
Proposal Preparation and Technical Approach Responsiveness of the proposal in clearly stating an understanding of the work required by Community Unit School District 300 as evidenced by the proposal. (0-45) a) Audit coverage Adequacy of sampling techniques Adequacy of analytical procedures Comprehensiveness of the audit work plan (0-20) b) Realistic time estimates of each major segment of the work plan and the estimated number of hours for each staff level including consultants assigned (0-10) c) Copy of an audit conducted last year for another similar school district (0-15)	**45**	30	**40**	35	35
Financial Consideration and Net Economic Impact The total cost of the services offered to Community Unit School District 300. (0-25)	**25**	25	**25**	25	25
Ability to Implement Project and Supervision of Audit Team The scope of services offered and to the extent to which they meet or exceed the requirements of Community Unit School District 300. (0-40) a) Technical experience of the auditing firm (0-30) Auditing similar IL school districts (size/budget) (0-20) Firm or staff auditing experience with D300 (0-10) b) Size and structure of the firm (0-10)	**40**	25	**35**	15	30
Reference Check					
Total	**140**	95	**130**	95	105

Audit Services Contract Recommendation

Background

In accordance with Board Policy 4:80 Accounting and Audits, every five years the District completes an RFP for audit services. The annual audit consists of an examination of the individual and combined financial statements conducted in accordance with generally accepted auditing standards. The audit includes a review of accounting procedures and the system of internal accounting control to ensure that there is effective control over revenues, expenditures, assets, and liabilities and that there is a proper accounting of resources, liabilities, and accounting operations. The annual audit consists of tests of compliance with the requirements of the applicable state and federal laws and regulations of material effect on the financial statement.

The District published a Request for Proposal for Audit for Community Unit School District 300 for Fiscal Years 2020, 2021, 2022, 2023 and 2024.

The District received the following fee proposals, which include the base audit report, federal program audit and the accrual fee:

Firm Name	Fee FY2020	Fee FY2021	Fee FY2022	Fee FY2023	Fee FY2024	5 Year Total
Lauterbach & Amen, LLP	$42,900	$44,200	$45,500	$46,800	$48,200	$227,600
Miller & Cooper & Co., Ltd.	$45,000	$45,900	$47,050	$48,225	$48,225	$234,400
Sikich LLP	$45,500	$46,500	$47,500	$48,500	$49,500	$237,500
Wipfli LLP	$45,500	$46,600	$47,700	$48,800	$49,900	$238,500
Baker Tilly Virchow Krause, LLP	$47,500	$48,650	$49,800	$50,950	$52,100	$249,000
RSM US LLP	$54,000	$55,700	$57,500	$59,300	$61,150	$287,650

Administration evaluated and interviewed the four lowest proposers to determine which firm would provide the best service according to the criteria that was developed in the specifications.

Recommendation

Administration is recommending that the Board engage Miller, Cooper & Co., Ltd. to perform the District's audit services for Fiscal Years 2020, 2021, 2022, 2023 and 2024. The net impact to the budget is an increase of $6,700 over the previous five-year audit contract.

A firm profile of Miller, Cooper & Co., Ltd, the complete bid tab, and scoring matrix summary are attached to this recommendation.

ATI PHYSICAL THERAPY

MEMO

To: Diane White

From: Kate Varnado

CC: Tommy Parisi

Date: February 25, 2020

Re: Extension of ATI Sports Medicine Contract

Dr. Diane White,

Please accept this memo as ATI Physical Therapy's formal request to extend our Sports Medicine Services Agreement dated March 17th, 2017, for two additional 1-year terms, beginning August 1st, 2020 and ending on July 31st, 2022. The cost of Services for the 2020-2021 school year will be $85,000 to be paid in 3 equal payments of $28,333.34. For the 2021-2022 school year the cost will be $88,000 to be paid in 3 equal installments of $29,333.34. All other terms of the agreement will remain the same including the original RFP with ATI's responses and the previous addenda for additional spring coverage dated August 8, 2018.

Please acknowledge the School's agreement to the above terms by returning a copy of this memo duly executed by Community School District 300.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ATI HOLDINGS, LLC

By: _____

Print Name:

Title:

Community School District 300

By: _____

Print Name:

Title:

COMMUNITY UNIT SCHOOL DISTRICT 300
PURCHASE OF BUS LIFT - Carpentersville Bus Depot
THURSDAY, FEBRUARY 6, 2020, 11:00 AM

COMPANY	References	Certifications	W-9 & Vendor App.	Addendum 1	Addendur	Bi
ARI - Hetra						
GRAY MFG. CO.						
MOHAWK LIFTS						
PR STREICH & SONS INC	Y	Y	Y	Y	Y	Y
RACK'M UP	Y	Y	Y	Y	Y	Y
STANDARD INDUSTRIAL	Y	Y	Y	Y	Y	Y
USA LIFT						
Safetylane Equipment						
Rush Truck Center						
Mohawk Lifts						
Rush Truck Center						
ARI-Hetra						

Recommendation

Administration recommends contract award to: **Standard Industrial Equipment, Hanover Park,** IL for the base bid amount of $ 26,605.00, for the purchase and installation of a replacement bus floor lift at the Carpentersville Transportation Depot.

Comments
No Response
No Response
No Response
Written Withdrawl-No Bid
No Response
No Response
No Response
No Response
No Response

COMMUNITY UNIT SCHOOL DISTRICT 300
PURCHASE OF BUS LIFT - Carpentersville Bus Depot
THURSDAY, FEBRUARY 6, 2020, 11:00 AM,

Vendor	Manufacturer	Model	Manufacturer Item Number
ARI - Hetra			
GRAY MFG. CO.			
MOHAWK LIFTS			
PR STREICH & SONS INC	Rotary	SMO30EL	N012
RACK'M UP	Challenger	4030EFX-4post	4030EFX-4post
STANDARD INDUSTRIAL	Rotary	SM30L	
USA LIFT			

Unit Price	Performance Bond	GRAND TOTAL	Comments
			No Response
			No Response
			No Response
$38,350.00	$1,500.00	$39,850.00	
$26,674.00	$1,080.00	$27,754.00	
$26,605.00	$532.10	$27,137.10	
			WITHDRAW-Declined to Bid

Side by Side Comparison - All Submitted Specifications

	PR STREICH & SONS INC	STANDARD INDUSTRIAL	RACK'M UP
Specification	**Model SMO30EL**	**Model SM30L**	**Model 4030EFX** (to specification)
	Rotary	Rotary	Challenger
Lifting Cap.	30000 lbs	30000 lbs.	30000 lbs.
Max Wheel Base	307"	271"	281"
Rise Height	68"	68"	71.75"
Length Overall	380"	344"	344"
Width Overall	149"	149"	172.75"
Inside Columns	132"	132"	152"
Between Columns	321"	285"	283"
Height Columns	84"	84"	92"
Height Runways	8.5"	8.5"	8.5"
Width Runways	24"	24"	24"
Width Between Runways	41-48"	41-48"	46-52"
Motor / Voltage	4HP , 208-230V	4HP , 208-230V	3HP , 208-230V
Speed of Rise	105 sec.	105 sec.	TBD
Min. Recomm. Bay Size	33x16'	33x16'	31x17'
ALI/ETL Certified	Yes	Yes	Yes
Total Cost	**$39,850.00**	**$27,137.10**	**$27,754.00**

Bid - Bus Lift / Carpentersville Transportation

ACTION	DATE	TIME
Timeline Established	1/10/2020	
Specifications Review	**1/10/2020**	
Specifications Finalized	**1/15/2020**	
Legal Ad Published	**1/15/2020**	
Specifications Released to Vendors	**1/16/2020**	3:00PM
Pre-Bid Meeting	**1/24/2020**	11:00AM
Q&A Deadline – via email	**1/30/2020**	**12 Noon**
Bid Opening	**2/6/2020**	11:00AM
Evaluation Period	**2/6 - 2/11/2020**	
Bid Reviews - Transportation	**2/14/2020**	
CFO Packet	**2/21/2020**	
Board Finance Committee	**3/10/2020**	
BOE Workshop	**3/10/2020**	
BOE Approval	**3/10/2020**	
PO Issued	**3/11/2020**	

LOCATION
Purchasing Office
Daily Herald
BH PDC-Conf Rm
via email to Purchasing
BH PDC-Conf Rm
Deb Mason
Susan Harkin, CFO
Administration Building
Administration Building

COMMUNITY UNIT SCHOOL DISTRICT NO. 300

BOARD of EDUCATION MEMO

	For your Information Only	
	Follow-up to Request by Member:	
	Presented at the following Board Committees:	On:
	Education	
	Facility/Construction	
	Policy/Legislative	
	Finance	
	Discipline	
	Present as 1st Reading "New Business" *(date)*	
	Present as 2nd Reading "Old Business" *(date)*	
	Consent *(date)*	
	Discuss in Closed Session/On:	

DATE: March 10th, 2020

TO: Fred Heid,
Superintendent

FROM: Jason Emricson,
Director of Technology

RE: Approval of Chromebook Case Purchase

Background

The District will be ordering 6,000 Chromebook cases for the 2020-2021 school year for grade levels 2, 6, 7, and 8. These cases will provide additional protection to help prevent damage from being dropped, jammed into backpacks, slipping off of the desk, etc.

In order to choose the best case for the students, and obtain competitive pricing, the Technology Department decided to release a Chromebook Case RFP. Factors such as price per unit, warranty, pocket-size, and overall construction were used to score the cases.

The process, as indicated below, was followed to solicit the best value in Chromebook Cases:

Legal Ad	2/7/2020
Specifications Released	2/7/2020
Bid Opening	2/21/2020

Bid Response Tab

COMMUNITY UNIT SCHOOL DISTRICT 300
PURCHASE OF CHROMEBOOK CASES
FRIDAY, FEBRUARY 21, 2020 11:00 AM CT- BUNKER HILL PDC

COMPANY	Known Bid Download	References	Certifications	W-9 & Vendor App.	Addendum 1	Addendum 2	Samples	Comments
American Digitals	Y							No Response
Best Buy Stores, L.P. d/b/a Best Buy For Business	Y	Y	Y	Y	Y	Y	Y	Need to confirm Max Case samples are for Best Buy
CDW-G	Y	Y	Y	Y	Y	Y	Y	
COTG		Y	Y	Y	Y	Y	Y	Includes COTG Services, see list on evaluation tab
Horizon Systems	Y							No Response
Howard Technology Solutions	Y	Y	Y	Y	Y	Y	Y	
HPI International	Y							No Response
MAX Cases	Y							No Response
Mohawk USA DBA Bump Armor	Y	Y	Y	Y	Y	Y	Y	
QC Tech Aid LLC	Y							No Response
Rugged Protection	Y	Y	Y	Y	Y	Y	Y	
Trinity3 Technology	Y							No Response
Vivacity Tech		Y	Y	Y	Y	Y	Y	
Volume Cases	Y	Y	Y	Y	Y	Y	Y	No Drug-Free Cert. so check # of Employees

Recommendation:

Administration recommends: Mohawk USA (DBA Bump Armour), New Milford , CT - Award contract pricing for the purchase of replacment chromebook cases. Contract amount has an estimated value of $109,740.00.

Decision Matrix for Chromebook Case

Company	Case Name / Item	Price (40)	Warranty (20)	Construction (20)	Pocket Size (20)	Total (100)
Best Buy	MAX Interactive MC-ZS-GEN-11-BLK	34.10	20	0	10	64.10
Best Buy	MAX Interactive MC-NSV-11-BLK	15.50	20	0	0	35.50
Best Buy	iBENZER LS-BPV-0111BK	6.20	5	15	5	31.20
CDW-G	Higher Ground CAPPL011GRY	31.00	20	5	15	71.00
CDW-G	HIgher Ground CAPPL011GRYSS	24.80	20	10	15	69.80
COTG	Belkin B2A070-C01	40.00	2	5	5	52.00
Howard Technologies	Max Case MC-SSP2-11-FRY MC-SS-SS-A GRY	12.40	20	10	10	52.40
Howard Technologies	Max Case MC-NSV-11-BLK MC-A-SS-NV-BLK	27.90	20	0	0	47.90
Howard Technologies	Max Case MC-ZS-GEN-11-BLK	9.30	20	0	10	39.30
Mohawk / Bump Armor	Bump Armor TC1-11BK	15.50	20	20	20	75.50
Mohawk / Bump Armor	Bump Armor TC2-11BK	21.70	20	20	5	66.70
Vivacity	Vivacitytech VTCASE-RV11	37.20	15	10	5	67.20
Vivacity	Vivacitytech VTCASE-HZ11	18.60	15	15	20	68.60

The Bump Armor TC1 is the recommended case. While costs are slightly higher, they are off-set by the level of protection this case affords It has a firm, corrugated-plastic material surrounding the Chromebook on the interior of the case, while providing a softer cushion on the exterior of the case. All of these items help keep the device protected while in transition. The more we can protect the device in its most vulnerable state, it leads to a reduction in damage, and issues the student could face with a less protective option. The large front pocket is also ideal for housing the charger. This is a must-have feature - not all cases tested had a large enough pocket for the charger. This case also has handles on either side of it, which allows for easy carrying, and has a small overall footprint making it easier to place in a backpack.

Recommendation

The administration recommends awarding the Chromebook Case RFP to Mohawk USA (DBA Bump Armor) for the Bump Armor TC1-11BK in the amount of $18.29 per case. The total purchase price, to cover the Chromebook cases in grades 2, 6, 7, and 8 is $109.740.00.

COMMUNITY UNIT SCHOOL DISTRICT 300

RFP - COSMETOLOGY SERVICES FOR EDUCATIONAL PURPOSES FOR BARBER, COSMETOLOGY, ESTHETICS AND NAIL TECHNOLOGY

FRIDAY, March 22, 2019 1:00 PM - BH PDC

VENDORS	References	Certifications	W-9 & Vendor App.	Response Form A	Response Form B	Addendums 1	Comments
A.B.C. School of Cosmetology	x	x	x	x	x	x	
Cosmetology and Spa Academy							No Bid - Awaiting Response
Hair Skin Professional Institute							No Response
Tricoci University							Withdrawal - Change in Ownership under review by Department of Education. Currently unable to make changes to current processes.

FIRM	FEE STRUCTURE	
	CURRICULUM FEES PER STUDENT ENROLLMENT	KIT FEES
A.B.C. School of Cosmetology	SI 01 COSMETOLOGY 101 (150 HRS): $1000 PER STUDENT COSI 02 COSMETOLOGY 102 (150 HRS): $1000 PER STUDENT BAR 01 BARBER 101 (150 HOURS): $900 PER STUDENT BAR 02 BARBER 102 (150 HOURS): $900 PER STUDENT EST 01 ESTHETICS 101 (150 HOURS): $900 PER STUDENT EST 02 ESTHETICS 102 (150 HOURS): $900 PER STUDENT NT 101 NAIL TECHNOLOGY (150 HOURS): $1100 PER STUDENT NT 102 NAIL TECHNOLOGY (150 HOURS): $1100 PER STUDENT	A $400 NON REFUNDABLE REGISTRATION FEE INCLUDES CURRENT TEXT BOOK, CURRENT WORKBOOK(S), AND BASIC KIT FOR LEVEL 101 & 102
Cosmetology and Spa Academy	WITHDRAW	
Hair Skin Professional Institute	NO RESPONSE	
Tricoci University	WITHDRAW	

Recommendation

A.B.C. School of Cosmetology, Lake in the Hills, IL - Award contract for Cosmetology Services for educational purposes based on contract pricing per enrolled student.

AVID Center

Products and Services Quote/Order

Quote/Order #: Q-78175
Client: The Board of Education of Community Unit School District 300
Address: 2550 Harnish Dr
Algonquin, IL 60102

AVID Center Representative: Frances OBrien
Phone: (972) 591-2531
Email: fobrien@avid.org

Effective Date: July 01, 2020

Expiration Date: June 30, 2021

Algonquin Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00
		Algonquin Middle School SUBTOTAL:	**$4,679.00**

Carpentersville Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00
		Carpentersville Middle School SUBTOTAL:	**$4,679.00**

Dundee Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00
		Dundee Middle School SUBTOTAL:	**$4,679.00**

Dundee-Crown High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00

Dundee-Crown High School SUBTOTAL:	**$4,679.00**

Hampshire High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00
		Hampshire High School SUBTOTAL:	**$4,679.00**

Hampshire Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00
		Hampshire Middle School SUBTOTAL:	**$4,679.00**

Harry D Jacobs High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00
		Harry D Jacobs High School SUBTOTAL:	**$4,679.00**

Westfield Community School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00
		Westfield Community School SUBTOTAL:	**$4,679.00**

TOTAL:	$37,432.00
plus all applicable taxes	

This AVID Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A" (collectively, this "Agreement" or "AVID Agreement"), constitutes a binding agreement between AVID Center and the "Client" identified above with respect to the AVID Products and Services (as defined in the Ts&Cs) specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

Additional Comments:

N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

	AVID Center, a California Non-Profit Corporation 501(c)(3)		Community Unit School District 300
Signature:		Signature:	
Print Name:		Print Name:	Susan Harkin
		Email Address	Susan.harkin@d300.org
Title:		Title:	Chief Operating Officer
Date:		Date:	

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit "A"

AVID Center General Terms and Conditions

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

Article I. Definitions. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at https://www.avid.org/Page/3290. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

Article II. Term.

2.1. Term. The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.

3.1. AVID Products and Services.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license, without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark]® or [AVID Trademark]™. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

Article IV. Client's Obligations.

4.1 Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.

4.2 Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3 Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

4.4 Proprietary Information.

(a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4 and shall be responsible for any AVID Member Site's breach of such obligations.

(b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client takes reasonable steps to notifies AVID Center of such requirement or request and Client cooperates with AVID Center in seeking a protective order or contesting such required disclosure. Client makes a reasonable effort to notify AVID Center; provided that Client shall not be in breach of this Agreement if Client responded to an Illinois Freedom of Information Act request and did not notify AVID Center prior to responding to such request.

Article V. Compensation.

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

Article VI. Representations and Warranties; Warranty Disclaimer.

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

Article VII. Limitation of Liability.

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTHWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND CLIENT SHALL HAVE NO LIAIBLITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO ANY BREACH OF CLIENT'S OBLIGATIONS UNDER ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR INFRINGEMENT OF AVID CENTER'S INTELLECTUAL PROPERTY RIGHTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Article VIII. Termination.

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

Article IX. General Provisions

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under California law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of San Diego, California shall have the exclusive jurisdiction over all disputes and causes of action relating to this Agreement.

9.4. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.5. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.6. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.7. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.8. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.9. No Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without AVID Center's prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.10. Amendment. No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.11. Headings; Construction. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.12. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.13. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

School District
Addendum to Agreement with AVID Center

The provisions of this Addendum amend the AVID Center General Terms and Conditions (the "Agreement") between the Board of Education of Community Unit School District No. 300, Kane, McHenry, Cook, and DeKalb Counties, Illinois ("School District") and AVID Center, a California nonprofit corporation ("Company"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and the term(s) of the Agreement that conflict(s) with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

1. Covered Data

As used in this Addendum, "School District data" means any data or information collected, maintained, generated, or inferred that alone or in combination personally identifies an individual student or the student's parent or family, in accordance with the Family Educational Rights and Privacy Act, 34 C.F.R. § 99.3, and the Illinois School Student Records Act, 105 ILCS 10/2 and other non-public information, including student data, metadata, and user content.

2. Compliance with State and Federal Law

All data sharing, use, and storage will be performed in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 as amended, 20 U.S.C. § 1232g & 34 C.F.R. § 99 ("FERPA") and the Illinois School Student Records Act (ISSRA), 105 ILCS 10/1 *et seq.* & 23 IAC 375.

The Company acknowledges for the purposes of this Addendum that it will be designated as a "school official" with "legitimate educational interests" in the School District data, as those terms have been defined under FERPA and ISSRA and their implementing regulations.

To the extent that the Company's collection, use or disclosure of personal information from students is governed by the Children's Online Privacy Protection Act ("COPPA"), the Company agrees that the Company's use of the School District data will be solely for the benefit of the School District's students and for the school system, and that the operator will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

With respect to the Company's collection, disclosure, or use of School District data as governed by the Protection of Pupil Rights Amendment ("PPRA"), the Company agrees that such collection, disclosure, or use, and any use of any School District data, shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions.

With respect to any "Covered Information" as defined by the Illinois Student Online Personal Protection Act, the Company agrees to comply with the terms of that Act and refrain from using the Covered Information in any way prohibited by the Act.

With respect to any "Personal Information" as defined by the Illinois Children's Privacy Protection and Parental Empowerment Act, the Company agrees to comply with the terms of that Act to the extent applicable.

3. Company Obligations:

3.1 *Uses and Disclosures as Provided in the Agreement*. The Company may use and disclose the School District data provided by the School District only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. Only the individuals or classes of individuals will have access to the data that need access to the School District data to do the work described in the Agreement. The Company shall ensure that any subcontractors who may have access to School District data are contractually bound to follow the provisions of the Agreement.

3.2 *Nondisclosure Except as Provided in the Agreement.* The Company shall not use or further disclose the School District data except as stated in and explicitly allowed by the Agreement and state and federal law. The Company does not have permission to re-disclose School District data to a third party except as provided for in this Addendum, as required by law, or as authorized in writing by the School District.

3.3 *Safeguards.* The Company agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District data. The Company shall ensure that School District data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission. The Company agrees to store and process the School District data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District data will be stored on equipment or systems located within the United States. The Company shall maintain complete and accurate records of these security measures and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to perform audits of the Company's storage of School District data at the School District's expenses to ensure compliance with the terms of the Agreement and this Addendum.

3.4 *Reasonable Methods.* The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District data are compliant with state and federal law.

3.5 *Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company's programs or services governed by the Agreement or to any School District data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.

3.6 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, or upon the School District's request, the Company covenants and agrees that it promptly shall deliver to the School District, and shall return to the School District all School District data. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data. School District data must be destroyed in a secure manner. The Company agrees to send a written certificate that the data was properly destroyed or returned within 30 days of the end of the Agreement or within 30 days of the School District's request for destruction. The Company shall destroy School District data in such a manner that it is permanently irretrievable in the normal course of business.

3.7 *Minimum Necessary.* The Company attests that the data requested by the Company from the School District for the School District to access the Company's products or services represents the minimum necessary data for the services as described in the Agreement and that only necessary individuals or entities who are familiar with and bound by this Addendum will have access to the School District data to perform the work.

3.8 *Authorizations*. When necessary, the Company agrees to secure individual authorizations to maintain or use the School District data in any manner beyond the scope or after the termination of the Agreement.

3.9 *Data Ownership.* The School District is the data owner. The Company does not obtain any right, title, or interest in any of the data furnished by the School District.

3.10 *Misuse or Unauthorized Release.* The Company shall notify the School District as soon as possible upon discovering the misuse or unauthorized release of School District data held by the Company or one of its subcontractors, regardless of whether the misuse or unauthorized release is the result of a material breach of the Agreement.

3.11 *Data Breach.* In the event of a data breach, which means an unauthorized disclosure, access, alteration, or use of School District data or circumstances that could have resulted in such unauthorized disclosure, access, alteration or use, the Company shall promptly institute the following: (1) notify the School District by telephone and email as soon as practicable, but no later than twenty-four hours after the Company becomes aware of the data breach; (2) provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District. The Company shall reimburse and indemnify the School District for any costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including reimbursement of fees paid by the School District related to providing credit monitoring to affected individuals and payment of legal fees, audit costs, fines, and other fees undertaken by the School District because of the security breach.

3.12 *Access to Data.* Any School District data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District's data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), requests for student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, or any other request.

3.13 *Service Levels.* The Company's products or services are provided 24 hours per day, seven days per week. The Company shall ensure 99.9% up-time, Monday through Friday between 6 a.m. and 6 p.m. US Central Time ("Up-time"). Where Up-time percentage averages less than 99.9% in a calendar month, the School District shall have the right to terminate the Agreement immediately upon written notice to the Company and obtain a pro-rata reimbursement for its past payments to the Company.

3.14 *Limited Warranty.* For the purposes of this Addendum, a "Defect" is defined as a failure of the Company's products or services to substantially conform to the then-current Company's User Guides materials. For as long as the Agreement is in place, the Company warrants that the Company's products or services will not contain Defects. If the products or services do not perform as warranted, the Company will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Company's then current support call process. Should the Company be unable to cure the Defect or provide a replacement product within five business days, the School District shall be entitled to a pro-rata reimbursement for its past payments to the Company.

3.15 *Harmful Code.* Using a recent version of a reputable virus- checking product (to the extent commercially available), Company will check the Software, as well as any systems used by Company to deliver the Software, for any harmful code, including, without limitation, any viruses, worms, or

similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.

4. Prohibited Uses

4.1 The Company shall not sell School District data; use or share School District data for purposes of targeted advertising; or use School District data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement.

4.2 Notwithstanding the previous paragraph, the Company may use School District data to ensure legal or regulatory compliance or take precautions against legal liability; respond to or participate in the judicial process; protect the safety of users or others on the Company's website, online service, or application; or investigate a matter related to public safety. The Company shall notify the School District as soon as possible of any use described in this paragraph.

5. Miscellaneous

5.1 *Indemnification and Insurance.* The parties agree to indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the indemnifying party's employees, contractors, or subcontractors in performing the obligations under the Agreement or this Addendum. The Company shall maintain liability insurance evidencing that the Company has workers compensation insurance as required by law and general liability insurance with a minimum limit of $2,000,000. All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. The comprehensive general liability shall name the School District, its Board, Board members, employees, agents, and successors as an additional insured with a waiver of subrogation in favor of the School District. The Company shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of the Agreement. The failure to provide acceptable insurance shall be deemed a breach of the Agreement and the School District may immediately terminate the Agreement. Such certificates of insurance shall indicate that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered to the School District in accordance with the policy provisions.

5.2 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or services the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that the Company product or services infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute other equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company products or services free of the restrictions caused by the infringement; or (iv) take back such Company products or services and refund to the School District the license fee previously paid for the Company products depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.

5.3 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District. Any provision in the Agreement, except for Section 5.4 of this Addendum, that limits the Company's liability, requires the School District to release the Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.

5.4 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into the Agreement.

5.5 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.

5.6 *Payments*. The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.

5.7 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

5.8 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* (the "FOIA"), and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.

5.9 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.

5.10 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.

5.11 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of this Addendum. In addition, the School District may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred.

5.12 *Amendment.* No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing and signed by all parties to this Agreement.

5.13 Deleted Sections from Agreement.

A. In the opening paragraph of the Agreement delete the following sentence:

> These Ts&Cs shall prevail over any terms and conditions in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Clients terms and conditions and does not modify or amend these Ts&Cs.

B. In Section 4.4(b), delete the following from the second sentence: "Client makes a reasonable effort to notify AVID Center; provided that Client shall not be in breach of this Agreement if Client responded to an Illinois Freedom of Information Act request and did not notify AVID Center prior to responding to such request.

C. Delete Section 9.4, Dispute Resolution

D. Delete Section 9.5, Attorneys' Fees

5.14 *Effective Date.* The Addendum shall be deemed dated July 1, 2020 and will terminate on June 30, 20221.

AVID Center:	Date	Community Unit School District No. 300	Date
_____	_____	_____	_____

RICOH
imagine. change.

January 29, 2020

Dear Mr. Emricson,

Ricoh will keep the current maintenance/service contract rates on both the Ricoh MFP fleet and Ricoh printer fleet at Community Unit School District 300 from July 1, 2020 – June 30, 2021

Ricoh MFPs (contract 4900480)
11,250,000 b/w pages and 375,000 color pages billed quarterly at $51,000.
Overages billed annually at $0.0032 per b/w page and $0.04 per color page.

Ricoh Printers (contract 4583236)
313,080 b/w pages and 78,270 color pages billed quarterly at $8,656.66.
Overages billed annually at $0.0079 per b/w page and $0.079 per color page.

Joe La Placa
Sales Manager

RICOH
imagine. change.

RICOH
imagine. change.

February 21, 2020

Dear Jason Emricson,

Genesis Technologies has confirmed they are keeping the printer contract pricing the same again for the next year, 7/1/2020 - 6/30/21 at Community Unit School District 300 from July 1, 2020 – June 30, 2021

Printers
330,000 b/w pages and 45,000 color pages billed quarterly at $6,162.00
Overages billed annually at $0.0079 per b/w page and $0.079 per color page.

Joe La Placa
Sales Manager

February 21, 2020

Jason Emricson

Community Unit School District 300

2550 Harnish

Algonquin, IL 60102

Dear Mr. Emricson,

Ricoh will keep the current maintenance/service contract rates on both the Ricoh MFP fleet and Ricoh printer fleet at Community Unit School District 300 from July 1, 2020 – June 30, 2021

Ricoh MFPs (contract 4900480)

11,250,000 b/w pages and 375,000 color pages billed quarterly at $51,000.

Overages billed annually at $0.0032 per b/w page and $0.04 per color page.

Ricoh Printers (contract 4583236)

115,750 b/w pages and 78,270 color pages billed quarterly at $7,095.39.

Overages billed annually at $0.0079 per b/w page and $0.079 per color page.

Joe La Placa
Sales Manager

	With DDOS Services						
	Company	Base Bid/month (5Gb - 36 Month Term)	Combined	Difference	Points	Add. Installation	Note
	ATT	5379.07	5406.84	0	40	1000	35 Hour Monthly Mitigation
	Cogent						No DDOS Mitigation Services
	Comcast	5900	5900	493.16	36.35158429		Per Incident Mitigation
	Cytranet						No DDOS Mitigation Services (DDOS Remedy is a null route)

COMMUNITY UNIT SCHOOL DISTRICT NO. 300

BOARD of EDUCATION MEMO

	For your Information Only	
	Follow-up to Request by Member:	
	Presented at the following Board Committees:	On:
	Education	
	Facility/Construction	
	Policy/Legislative	
	Finance	
	Discipline	
	Present as 1st Reading "New Business" *(date)*	
	Present as 2nd Reading "Old Business" *(date)*	
	Discuss in Closed Session/On:	

DATE: Febuary 21st, 2020

TO: Mr. Heid, Superintendent

FROM: Jayce Bolhous, Dir. of Tech.

RE: **E-Rate Category 1**

Background:

D300 has filed for category 1 funding and has accepted responses through the USAC's E-Rate process for one internet connection at JHS, one internet connection at DCHS, and 17 Wide Area Network connections. This request (Form 470) was certified on 1/17/20, and D300 has accepted responses for the required 28 day window.

DCHS Internet:

D300 utilizes this connection as one of its three primary connections for district wide internet access. Responses were requested for a bandwidth increase at this connection as the bandwidth demands of the district continue to grow. Four responses were recieved. However, only two of the responding vendors are able to meet our needs for DDoS (distributed denial-of-service) mitigation services.

Decision Matrix:

DCHS INTERNET + DDOS OVERALL SCORES						
Vendor	**Price (40 max)**	**Technical Functionality (20 max)**	**References & Experience (20 max)**	**Ease of Implementation (10 max)**	**Completeness and Accuracy (10 max)**	**Total (100 max)**
ATT	40.0	20.0	20.0	5.0	10.0	**95.0**
Cogent - Does not offer DDOS Mitigation						
Comcast	36.4	20.0	20.0	10.0	10.0	**96.4**
Cytranet - Does not offer DDOS Mitigation						

Price Breakdown:

Company	Base Bid/month (5Gb - 36 Month Term)	Combined	Difference	Points	Add. Installation
ATT	5379.07	5406.84	0	40	1000
Cogent					
Comcast	5900	5900	493.16	36.35158429	
Cytranet					

Recommendations:

DCHS Internet:
Administration recommends that D300 award the contract for this internet connection to Comcast and increase the connection from 2Gbps to 5Gbps. Pricing for this connection, speed increase, and mitigation services is $5,900.00/month. This is a $1,241.99/month decrease from the current connection. This connection's costs will be covered by the existing Technology Department budget. The agreement will be for a 36 month term.

COMMUNITY UNIT SCHOOL DISTRICT 300
RFP – Purchase of - Erate Category II Equipment
Wednesday, February 19, 2020, 11:00 AM - Electronic Opening

COMPANY	Known Bid Download	References	Certifications	W-9 & Vendor App.	Sample Contract	Revised Response Form A	Proposal Response Form B	Addendum 1	Addendum 2	SPIN provided	Site - Dundee Crown	Site - Hampshire High School	Site Jacobs High School	Grand Total	Comments
Archangel															Withdraw
ByteSpeed															Withdraw
CDW-G	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	$172,897.64	$219,730.71	$173,607.63	$566,236.01	
Dell EMC	Y														No Response
Heartland Business Systems	Y														No Response
Midwest Computer Products	Y														No Response
Mindsight	Y														No Response
MNS Group	Y														No Response
Proven IT	Y		Y	Y	Y		Y	Y	Y	Y	$232,913.56	$295,730.31	$233,860.42	$762,504.29	
QC Tech Aid	Y														No Response

COMMUNITY UNIT SCHOOL DISTRICT NO. 300

BOARD of EDUCATION MEMO

	For your Information Only	
	Follow-up to Request by Member:	
	Presented at the following Board Committees:	On:
	Education	
	Facility/Construction	
	Policy/Legislative	
	Finance	
	Discipline	
	Present as 1st Reading "New Business" *(date)*	
	Present as 2nd Reading "Old Business" *(date)*	
	Discuss in Closed Session/On:	

DATE: Febuary 21st, 2020

TO: Mr. Heid, Superintendent

FROM: Jayce Bolhous, Dir. of Tech.

RE**:** **E-Rate Category 2**

Background:

D300 has filed for category 2 funding and has accepted responses through the USAC's E-Rate process for edge network switches at three sites. This request (Form 470) and District RFP was released on 1/22/20. The RFP opened on 2/19/20 fulfilling USAC's mandated 28 day response period. Two responses and two withdrawls to the RFP were received.

Bid Tab:

COMMUNITY UNIT SCHOOL DISTRICT 300
RFP – Purchase of - Erate Category II Equipment
Wednesday, February 19, 2020, 11:00 AM - Electronic Opening

COMPANY	Known Bid Download	References	Certifications	W-9 & Vendor App.	Sample Contract	Revised Response Form A	Proposal Response Form B	Addendum 1	Addendum 2	SPIN provided	Site - Dundee Crown	Site - Hampshire High School	Site Jacobs High School	Grand Total	Comments
Archangel															Withdraw
ByteSpeed															Withdraw
CDW-G	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	$172,897.64	$219,730.71	$173,607.63	$566,236.01	
Dell EMC	Y														No Response
Heartland Business Systems	Y														No Response
Midwest Computer Products	Y														No Response
Mindsight	Y														No Response
MNS Group	Y														No Response
Proven IT	Y		Y	Y	Y		Y	Y	Y	Y	$232,913.56	$295,730.31	$233,860.42	$762,504.29	
QC Tech Aid	Y														No Response

Switching Equipment:

This RFP requested equipment and licensing pricing to replace edge level switching equipment at Dundee Crown, Jacobs, and Hampshire High schools. The function of edge switching is to connect District wireless access points, phones, workstations, and other ancillary systems into the District's networks.

Decision Matrix:

Switch Overall Scores						
Vendor	Price (40 max)	Technical Functionality (30 max)	References & Experience (10 max)	Completeness and Accuracy (10 max)	Service and Support (10 max)	Total (100 max)
Archangel - Withdrawn						
ByteSpeed - Withdrawn						
CDWG	40.0	30.0	9.0	10.0	10.0	**99.0**
Proven IT	26.1	30.0	8.0	10.0	10.0	**84.1**

Recommendations:

Administration recommends that D300 award this purchase to CDWG for the equipment list issued in the District's RFP at a cost of $566,236.01. This cost will be covered by the existing Technology Department budget and is eligiable for USAC E-Rate reimbursement up to 60%.

COMMUNITY UNIT SCHOOL DISTRICT 300
Purchase of MIG/TIG 3-in-1 Welders
THURSDAY, 2:00 PM, FEBRUARY 6, 2020

COMPANY	References	Certifications	W-9 & Vendor App.	Power MIG® 350 MP - Lincoln Electric	Multimatic - Miller Electric	Comments
				Unit Price	Unit Price	
Adams Steel Service & Supply, Inc.	X	X	X		$4,600.00	Responsive bid, vendor submittal reflected no bid conditions
EWS Welding Supply				No Response	No Response	No Response
Praxair	X	X	X	$6,584.40	$4,166.82	Rejected, Non-Responsive Bid, Bid Conditions, Pricing subject to change after first year based on supporting documentation from manufacturer. Praxair is unable to change this condition.
Terrace Supply Company	X	X	X		$3,388.96	Rejected, Non-Responsive bid. Price does not include Spoolmatic® 30A Spool Gun 130831.
Weldstar Company				Withdrawal - No Bid	Withdrawal - No Bid	Withdrawal - No Bid

Recommendation

Adams Steel Service & Supply, Inc., McHenry, IL- Award Contract pricing for an estimated contract amount of $73,600.00. Contract is for the purchase of 16 replacement welder units, to be purchased over a two year period for Hampshire High School. Expense for this purchase will be from CTE Grant Funds.

LEASE AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 300
AND NORTHWESTERN ILLINOIS ASSOCIATION

THIS LEASE AGREEMENT ("Agreement") is made as of the ____ day of March, 2020 by and between the Board of Education of Community Unit School District No. 300, Kane, DeKalb, Cook and McHenry Counties, Illinois ("District 300") and the Northwestern Illinois Association, DeKalb County, Illinois ("NIA").

W I T N E S S E T H:

WHEREAS, District 300 is the owner of certain real property; and

WHEREAS, NIA desires to use certain portions of District 300's property for a fee; and

WHEREAS, District 300 wishes to permit NIA to use a portion of its property in accordance with the terms and conditions of this Agreement; and

WHEREAS, the parties desire to enter in a written agreement defining their rights, duties and liabilities with respect to the Premises.

NOW, THEREFORE, based upon the terms and conditions contained herein and the mutual consideration of the parties, the sufficiency of which is expressly acknowledge by the parties, it is hereby agreed as follows:

1. Incorporation of Preambles. The preambles are incorporated into and made a part of this Agreement.

2. Premises. District 300 hereby grants NIA an exclusive non-permanent license to utilize the Premises specifically identified on attached Exhibit A. The license shall only be exclusive to NIA during its actual use of the Premises. NIA shall also have access to all common areas in which the Premises are housed, including, but not limited to, the restrooms, kitchen, cafeteria, and teacher and staff workrooms. Further, NIA shall be entitled to use of District 300's parking lots at the various Premises while using the Premises for the permitted uses hereunder. If this Agreement is renewed as provided under Section 3, District 300 shall provide NIA with the square footage of the Premises no later than sixty (60) days before the renewal term commences.

3. Term. This Agreement shall commence on July 1, 2020, and shall continue until June 30, 2021.

4. Fee. NIA agrees to pay a fee ("Fee"), on a quarterly basis, for its use of the Premises at the rate of $16.59 per square foot. The square footage of the Premises provided under this Agreement is set forth on Exhibit A. All invoices shall provide sufficient detail indicating the nature of the charge and the basis for the charge. NIA shall make payments in accordance with the *Illinois Local Government Prompt Payment Act* (50 ILCS 505/1 *et seq*.).

300889148v3 0978395

5. Use. The Premises shall be used for either special education services or office purposes (the classrooms shall be used for special education purposes and the office shall be used for office purposes). NIA shall restrict its use to such purposes and shall not use or permit the use of the Premises for any other purpose without the written consent of District 300. Access to the Premises shall be available to NIA during normal school hours and as the office requires. District 300 shall at all times retain the right to inspect the Premises.

6. Sublet and Assignment. NIA shall not sublet the Premises or any part thereof, nor assign this Agreement without prior written consent of District 300.

7. Utilities and Maintenance. District 300, at no additional cost to NIA, shall furnish and supply the following to or in the Premises:

a. All air conditioning (in those portions of the Premises that have central air conditioning) and heat reasonably required therein;

b. All hot and cold water reasonably required therein; and

c. All electricity reasonably required therein.

NIA shall assume the costs of all service charges associated with the operation of telephone services on the Premises used by NIA.

District 300 shall provide daily custodial services, garbage disposal, painting and window repair, including broken windows, district owned HVAC system repairs and general building maintenance (the aforementioned services are hereinafter collectively referred to as "Custodial Services"). District 300 shall have a custodian on duty to provide Custodial Services from 8:00 A.M. to 3:30 P.M. on all days when school is in session.

8. Government Regulations and Laws.

8.1 NIA shall not use or occupy the Premises contrary to any applicable statutes, rules, orders, ordinances, requirements or regulations or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the improvements or cause the value or usefulness of the Premises or any part thereof to diminish, or which would constitute a public or private nuisance or waste. District 300 shall be responsible for any and all cost for bringing the Premises into compliance with the *Americans with Disabilities Act* (42 U.S.C. Sec. 12101 *et seq*.) and thereafter maintaining the Premises in compliance with the Act.

8.2 Further, the Parties shall comply with all applicable laws, ordinances rules, regulations and codes, including but not limited to the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq*. and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act as well as Section 750.10 and Appendix A of the regulations of the Illinois Department of Human Rights, 44 Ill. Admin. Code 750.10, 750. Appendix A. The Parties also agree to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans with Disabilities Act*, 42 U.S.C. Section 12101 *et seq*., and rules and regulations promulgated thereunder.

9. Alterations. NIA shall make no alterations to the Premises without prior approval of District 300.

10. Insurance. District 300 agrees to maintain insurance for the Premises; however, to the extent that NIA has insurance coverage for any loss, NIA's insurance shall be primary. NIA shall provide at its own cost and expense, insurance coverage for contents-physical damage, property damage, personal injury and/or death (general liability insurance) resulting from its negligent use of the Premises. The policy limit for the general liability insurance maintained by NIA shall be in the amount of at least one million dollars ($1,000,000).

11. Condition of Premises. NIA has inspected the Premises and accepts the same in the current condition.

12. Care of Premises. NIA shall be responsible for damage done to the Premises, including, but not limited to, furniture or equipment located in the Premises, as well as the Premises itself which is caused directly by NIA's employees, agents, invitees or students, normal wear and tear excepted.

13. Notices. All notices required hereunder shall be in writing. They shall be effectively served by certified mail or personal delivery to the main office of NIA or District 300.

14. Default. If either party defaults in any of its obligation under this Agreement, then, the non-defaulting party shall provide the defaulting party within thirty (30) days written notice of said default. If the default has not been fully remedied within thirty (30) days of the receipt of the notice, or, in the event the default is of such a nature that it cannot reasonably be remedied within ten (10) days, the defaulting party has failed to take action to remedy the default within said thirty (30) days, the non-defaulting party shall be entitled to take such action as may be permitted in law or equity to enforce its rights hereunder.

15. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the respective parties hereto their heirs, administrators or executors, successors and assigns.

16. Complete Understanding. This Agreement contains the complete understanding between the parties and no oral representations, promises, or undertakings shall affect, vary, alter, or modify the terms of this document.

17. Real Estate Taxes. District 300 represents and warrants that the Premises are exempt from real estate taxes. To the extent that the Premises becomes subject to real estate taxes as a result of this Agreement, such taxes shall be the responsibility of District 300.

IN WITNESS WHEREOF, District 300 and NIA have caused this Agreement to be executed as of the day and year first above-written.

BOARD OF EDUCATION OF
COMMUNITY UNITY SCHOOL DISTRICT
NO. 300, KANE, DEKALB, COOK AND
MCHENRY COUNTIES, ILLINOIS

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____
Secretary, Board of Education

NORTHWESTERN ILLINOIS
ASSOCIATION
DEKALB COUNTY, ILLINOIS

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____

BOARD OF EDUCATION OF
SYCAMORE COMMUNITY UNIT
SCHOOL DISTRICT NO. 427
DEKALB COUNTY, ILLINOIS
(Administrative District)

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____

Secretary, Board of Education

EXHIBIT A

DESCRIPTION OF PREMISES

Westfield:

Room 105:	28’ x l8 = 504 square feet
Room 173:	28’8” x 31 = 895 square feet
Room 174:	28’8” x 31 = 895 square feet
Room 175:	10’6” x 26’4” = 280 square feet
Room 176:	28’8” x 31 = 895 square feet
Room 217:	22’8” x 15 = 342 square feet
Room 219:	14’ x 24’11” = 338 square feet
Room 221:	14’ x 23’6” = 300 square feet
Total	4,449 square feet

Hampshire High School:

Room 1006:	25’5” x 32 = 812 square feet
Room 1013:	25’5’ x 32 = 812 square feet
Room 1015:	Office Space (Cubicle or an office with a door are available) 20 square feet
Total	1,644 square feet

Total 6,093 square feet

SERVICE AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 300
AND NORTHWESTERN ILLINOIS ASSOCIATION

THIS AGREEMENT ("Agreement") is entered into as of the ___ day of March, 2020, by and between the Board of Education of Community Unit School District No. 300, Kane, DeKalb, Cook and McHenry Counties, Illinois ("District 300") and the Northwestern Illinois Association, DeKalb County, Illinois ("NIA")(collectively, "Parties").

WITNESSETH:

WHEREAS, NIA has the resources and knowledge to provide certain services to students participating in its programs and has created a program to assist in the education of students that are deaf/hard of hearing ("Deaf/HH Program"); and

WHEREAS, District 300, as a member in NIA and a recipient of the services provided under the Deaf/HH Program, desires to provide certain resources and services to NIA to assist NIA in providing Deaf/HH Program services; and

WHEREAS, the Parties hereto have the authority to enter into this Agreement and to be bound by the terms hereof; and

WHEREAS, the Parties have determined that it is in the best interests of each party and the students they serve to enter into this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I.
TERM

Section 1.01. Term. This Agreement shall commence on July 1, 2020 and shall continue through June 30, 2021.

.

ARTICLE II.
DISTRICT 300 SERVICES

Section 2.01. Staffing Services. District 300 administrators and staff will provide administrative assistance to NIA in the coordination, operation and supervision of the Deaf/HH Program at District 300 sites on a day to day basis by providing the services detailed in this Article II:

a. District 300 attendance center secretaries will work with the NIA Hearing Department secretary in recording and reporting daily Deaf/HH Program student attendance;

b. In the absence of an NIA supervisor in the building, the District 300 building administrator will clear Deaf/HH Program teachers to leave the building early or arrive late;

c. The District 300 building administrator will coordinate Deaf/HH Program teachers' participation in the necessary additional school duties agreed upon by the Parties (playground supervision, etc.);

d. The District 300 building administrator and the NIA supervisor will ensure that Deaf/HH Program teachers comply with all building rules and regulations;

e. The District 300 building administrator will ensure that Deaf/HH Program students are enrolled at the appropriate school district after the beginning of the school year;

f. The District 300 building administrator will monitor and provide assistance to the N1A supervisor regarding transportation problems with Deaf/HH Program students;

g. An appropriate District 300 building administrator will attend educational staffings or service team meetings as deemed necessary for the purpose of placement, for the development and modification of the students' Individualized Educational Plan and, for the discussion of needs and results of specialized medical, educational or diagnostic evaluations. These meetings will be called by the supervisor of the Deaf/HH Program. The District 300 administrator, nurse, teacher, support staff, and parents must be invited to attend such meetings. The Deaf/HH Program supervisor will write summaries of these meetings with input from the District 300 administrator;

h. The District 300 building administrator will attend parent conferences if requested by the Deaf/HH Program teacher or NIA supervisor as scheduling allows;

i. The District 300 building administrator will attend the NIA teachers' meetings as necessary.

Section 2.02. Disciplinary Services. A building level administrator will assist NIA in student disciplinary action when assistance is warranted or when it is requested by NIA staff. A staff person who communicates skillfully in sign language shall be included in all disciplinary actions. The student's parents will be notified by District 300 and/or NIA when disciplinary measures are taken against any Deaf/HH Program student. In the event that suspension or expulsion of a Deaf/HH Program student is warranted, the appropriate building administrator and the NIA supervisor will cooperate in the investigation process and the hearing, and the Parties shall comply with all applicable policies, procedures and laws.

Section 2.03. Health Care Services. District 300 will provide routine health care and nursing services to the students in the Deaf/HH Program.

Section 2.04. Transportation Services. District 300 will provide transportation and bus services for students enrolled in the Deaf/HH Program for the purpose of field trips and community based programming in conformance with District 300 policy.

Section 2.05. Educational Services. District 300 will, based upon availability, provide ancillary and supportive services (i.e., physical education, music, art and tech lab) to students of the Deaf/HH Program.

Section 2.06. Purchase of Supplies and Materials/Provision of Supplies and Materials. District 300 shall permit NIA to purchase instructional supplies, including paper for copying, from District 300 at the rates charged to District 300 by the vendor without any surcharge for NIA's operation of the Deaf/HH Program. NIA will process such supply requests based upon District 300's existing purchasing policies and procedures. District 300 will also provide the same general classroom materials and supplies to the students of the Hearing Impaired Program that are provided to all other students who attend the schools of District 300.

Section 2.07. Mainstreaming of Hearing Impaired Program Students. District 300 will cooperate and permit the integration of deaf/hard of hearing children into hearing classes in accordance with District 300's mainstreaming procedures. Students will also be integrated into other non-academic offerings within the respective facilities. Appropriate multidisciplinary staffing conferences will be held prior to such placements.

Section 2.08. Computer and Internet Access. NIA staff shall have full access to District 300's electronic network and limited access to District 300's computers. Any computers required by NIA staff to perform the services under this Agreement shall be provided by NIA. District 300 will allow NIA-issued computers to access the District 300 network, including access to printers from NIA-issued computers. NIA staff will be required to adhere to the policies and procedures of District 300 regarding the use of District 300's computers and electronic network. Additionally, Deaf/HH Program students shall have access to District 300's computers and electronic network in accordance with District 300 policies.

Section 2.09. Access to Recreational Facilities. NIA shall have access to District 300's recreational facilities for use by students of the Deaf/HH Program. Such facilities include, but are not limited to, gyms, sports fields and the like. NIA may use such facilities as scheduling will allow.

Section 2.10. Access to Storage Facilities. Based upon availability, NIA shall be entitled to utilize storage facilities at District 300's schools for Deaf/HH Program equipment and materials.

Section 2.11. Professional Development/Training. NIA staff will provide professional development/training for District 300 general education staff in the school building to which the NIA staff member is assigned, two (2) times per school year at no cost to District 300. Provided, however, that the Parties may mutually agree that NIA will provide professional development/training more than two times per year, or fewer than two times per year; NIA and District 300 shall mutually agree upon the dates, times, and subjects of such professional development/training.

ARTICLE III.
REIMBURSEMENT

Section 3.01. Reimbursement.

a. *Staffing Costs.* NIA will reimburse District 300 for the services provided, under Article II based upon the percentage of Deaf/HH Program students at District 300

times the annual salary and benefit costs of each of the respective administrators, nurses and educational support staff members providing services hereunder; provided, however, that District 300 shall charge NIA for physical education, music, art and tech lab services as set forth in Section 2.05 provided at the elementary school level at one-half (1/2) this rate. District 300 shall provide NIA with the rate of reimbursement and the administrators' salary and benefits eligible for reimbursement on or before September 15th of each year of this Agreement, or at such time the administrators' contracts are issued or renewed.

In the event the inclusion of Deaf/HH Program students in a classroom triggers overload pay pursuant to the District 300 teachers' collective bargaining agreement, NIA shall reimburse District 300 for the cost of said overload pay. NIA will only be required to reimburse District 300 for the cost of overload pay if the triggering event for overload pay is the placement of a Deaf/HH Program student in a classroom. NIA will not be required to reimburse District 300 if the triggering event for overload pay is the placement of a non-Deaf/HH Program student, but a Deaf/HH Program student is already place in the classroom. District 300 shall notify NIA prior to placing a Deaf/HH Program student in a classroom if such placement will trigger overload pay.

b. *Transportation Costs*. NIA shall reimburse District 300 for the cost of providing transportation services to Deaf/HH Program students based upon the percentage of Deaf/HH Program students being transported multiplied by the cost of the transportation.

c. *Materials and Supply Costs*. In the event that NIA purchases supplies or materials in accordance with Section 2.06 of this Agreement, NIA shall reimburse District 300 for the purchase of such supplies upon District 300's receipt of an invoice for the materials and supplies. With regard to the general materials and supplies that are provided to all students in District 300 including the students of the Deaf/HH Program, NIA shall reimburse District 300 at the annual rate established by the District 300 for such supplies.

d. *Recreational Facility Usage Fees*. To the extent that NIA uses any of the facilities described in Section 2.09 above, NIA will reimburse District 300 for its use of said facilities based upon the rates and fees as established by District 300 policy.

Section 3.02. Billing. District 300 shall invoice NIA on a quarterly basis. All invoices shall provide sufficient detail indicating the nature of the charge and the basis for the charge. NIA shall make payments in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

ARTICLE VI.
MISCELLANEOUS

Section 4.01. Indemnification. NIA and District 300 each agree to indemnify, defend and hold harmless the other from and against all claims for death, injury to persons or damage or loss to property, and for any other claims, losses or damages arising out of or related to any negligent act or omission of a party hereto and related to this Agreement.

Section 4.02. No Waiver. No failure of either District 300 or NIA to exercise any power given in this Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of District 300 or NIA at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

Section 4.03. *Successors and Assigns*. This Agreement shall be binding upon each party's successors in interest or assigns.

Section 4.04. *Notice*. Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the Parties at the following addresses:

Community Unit School District No. 300	Northwestern Illinois Association
2550 Hamish Drive	245 West Exchange Street
Algonquin, IL 60102	Sycamore, Illinois 60178
Attn.: Superintendent	Attn.: Regional Director

Section 4.05. Complete Understanding. This Agreement shall constitute the full and complete understanding of the Parties.

Section 4.06. Counterparts. This Agreement may be executed in multiple counterparts and by facsimile signature and each such counterpart and facsimile signature shall be deemed an original for all purposes.

Section 4.07. Non-Discrimination Clause and Compliance with Laws. The Parties hereto agree to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act as well as Section 750.10 and Appendix A of the regulations of the Illinois Department of Human Rights, 44 Ill. Admin. Code 750.10, 750, Appendix A. The Parties further agree to comply with all state and federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder. Additionally, the Parties agree to comply with all applicable laws, rules, regulations and ordinances which govern the services provided under this Agreement.

Section 4.08. Third Parties. This Agreement is between District 300 and NIA and is not intended whatsoever to grant any rights, privileges or causes of action to any person or entity that is not a signatory hereto.

Section 4.09. Assignment. This Agreement may not be assigned by either party without the express written consent of the other party.

Section 4.10. Authority. The signatories hereto represent and warrant that they each have the power and authority to bind their respective entities to this Agreement.

Section 4.11. Student Records. Both District 300 and NIA shall maintain all student records in a confidential manner and may only release such records to the student's parents, legal guardians or the student if he/she is over the age of eighteen (18) or as otherwise permitted by law. Further, both Parties agree to comply with all laws and regulations pertaining to student and medical records to the extent such laws and regulations are applicable, which laws include, but are

not limited to, the Illinois Student School Records Act (105 ILCS 10/1 et seq.) and the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 et seq.).

Section 4.12. Insurance. NIA and District 300 shall each carry comprehensive general liability insurance, on an occurrence basis, in the amount of $1,000,000 during the term of this Agreement. Each party hereto shall name the other party an additional insured on its general liability insurance coverage.

Section 4.13. Certificate of Insurance Requirements. Prior to commencing services under this Agreement, each party shall provide the other party with a certificate of the insurance evidencing the requirements of Section 4.12. The certificates of insurance and all insurance policies required to be obtained shall provide that coverages afforded under the policies will not be canceled without at least thirty (30) days prior written notice given to District 300 or NIA, as may be applicable.

[The remainder of this page was intentionally left blank]

Section 4.14. Incorporation of Recitals. The recitals set forth above are incorporated in and made a part of this Agreement.

IN WITNESS WHEREOF; the Parties hereto have duly executed this agreement as of the day and year first written above.

BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 300, KANE, DeKALB, COOK AND McHENRY COUNTIES, ILLINOIS By:_____ Its: _____ Date: _____ ATTEST: By: _____ Its: Secretary, Board of Education	NORTHWESTERN ILLINOIS ASSOCIATION DeKALB, ILLINOIS By: _____ Its: _____ Date: _____ ATTEST: By: _____ Its: _____
	BOARD OF EDUCATION, SYCAMORE COMMUNITY UNIT SCHOOL DISTRICT 427, DEKALB, ILLINOIS (Administrative District) By: _____ Its: _____ Date: _____ ATTEST: By: _____ Its: _____

NIA | THE NORTHWESTERN ILLINOIS ASSOCIATION

MEMORANDUM

Date: **February 7, 2020**

To: **NIA Region Special Education Directors**

From: **Jon Malone, Director** JM

Re: **NIA FY21 Needs Assessment**

Enclosed with this memo is a copy of the Northwestern Illinois Association (NIA) FY21 Needs Assessment for your district/organization. **Requests for services are due on or before March 30, 2020.** The FY21 Daily Rates and two copies of the NIA FY21 Service and Fees Summary sheet are also enclosed. The NIA Guidelines for Baseline and Program Support/Related Services have not changed since last year and are available at www.thenia.org.

Assessment Fees:
Like last year, the Membership Assessment Fee paid in the previous year (FY20) will be subtracted from the subtotal of supervision/baseline services (HI/VI/Audio Support). Please note, NIA will not credit unused Assessment Fees.

Requests for services are due on or before March 30, 2020. Keep in mind that NIA must adjust the size of its workforce according to our member districts' needs. Requests for services that arrive after the deadline cause unnecessary reductions in force and negatively impact our ability to hire and recruit for the region. Service requests received after April 30, 2020 will be charged a 125% of the FY21 Daily Rates.

Please scan and email a signed copy of the FY21 Service and Fees Summary sheet directly to me (jmalone@thenia.org).

If you have any questions, please do not hesitate to contact me.

JM/bp
Enclosures

Jon C. Malone | Regional Director
245 W. Exchange Ste. 4, Sycamore, Illinois 60178
p: 815-895-9227 x 201 | f: 815-895-2971 | jmalone@thenia.org

Northwestern Illinois Association FY21 Daily Rates	
SERVICE	**FY21**
Hearing Supervision/Baseline	$738
Audiology Support/Baseline	$679
Vision Supervision Technical Assistance/Baseline	$734
Counseling	$703
Hearing Teaching	$570
FM/HAT (Hearing Assistive Technology)	$679
Orientation & Mobility	$567
Vision Teaching	$567
Occupational Therapy	$599
Physical Therapy	$599
Therapy Supervision	$623
Speech/Language Supervision	$568
Speech/Language Therapy	$568
Autism Low Incidence Support	$1,063
Interpreters	$379
Psychological	$738

* Annual assessment fee paid in the previous year may be used to offset the cost of services in blue.

Executive BOE Meeting 1/15/20 Approved

NIA | THE NORTHWESTERN ILLINOIS ASSOCIATIOI

FY21 NEEDS ASSESSMENT SERVICES & FEES SUMMARY

CUSD #300

SERVICE AREA	DAILY RATE	FY21 UNITS	TOTAL
SUPERVISION/SUPPORT/BASELINE			
HEARING SUPERVISION/BASELINE	$738.00		$0.00
AUDIOLOGY SUPPORT/BASELINE	$679.00	71	$48,209.00
VISION SUPERV TECH ASSISTANCE/BASEL	$734.00	38	$27,892.00
SUBTOTAL			**$76,101.00**
ANNUAL ASSESSMENT PAID IN FY20			**($38,709.94)**
SUPERVISION/SUPPORT/BASELINE FEE:			**$37,391.06**
HEARING			
COUNSELING	$703.00	4.5	$3,163.50
HEARING TEACHING	$570.00	182	$103,740.00
FM/HAT (HEARING ASSISTIVE TECHNOLOG	$679.00	20	$13,580.00
VISION/MULTI			
ORIENTATION & MOBILITY	$567.00		$0.00
VISION TEACHING	$567.00		$0.00
THERAPY			
OCCUPATIONAL THERAPY (ESY 50)	$599.00	3,596	$2,154,004.00
PHYSICAL THERAPY (ESY 25)	$599.00	907	$543,293.00
THERAPY SUPERVISION	$623.00		$0.00
SPEECH/LANGUAGE SUPERVISION	$568.00		$0.00
SPEECH/LANGUAGE THERAPY	$568.00	900	$511,200.00
SPECIAL SERVICES			
AUTISM LOW INCIDENCE SUPPORT	$1,063.00		$0.00
INTERPRETERS			
INTERPRETERS	$379.00	545	$206,555.00
DIAGNOSTICS			
PSYCHOLOGICALS	$738.00		$0.00
GRAND TOTAL			**$3,572,926.56**

Revised 2/12/2020

Director's Signature Printed Name Date

NIA | THE NORTHWESTERN ILLINOIS ASSOCIATION

FY21 NEEDS ASSESSMENT SERVICES & FEES SUMMARY

CUSD #300

SERVICE AREA	DAILY RATE	FY21 UNITS	TOTAL	FY20 Daily Rates	FY20 Units	FY20 TOTAL	FY21 - FY20 Difference
SUPERVISION/SUPPORT/BASELINE							
HEARING SUPERVISION/BASELINE	$738.00		$0.00	$728.00		$0.00	$0.00
AUDIOLOGY SUPPORT/BASELINE	$679.00	71	$48,209.00	$665.00	66.00	$43,890.00	$4,319.00
VISION SUPERV TECH ASSISTANCE/BASEL	$734.00	38	$27,892.00	$722.00	40.50	$29,241.00	-$1,349.00
SUBTOTAL			**$76,101.00**			$73,131.00	$2,970.00
ANNUAL ASSESSMENT PAID IN FY20			**($38,709.94)**			**-$39,021.60**	$311.66
SUPERVISION/SUPPORT/BASELINE FEE:			**$37,391.06**			$34,109.40	$3,281.66
HEARING							
COUNSELING	$703.00	4.5	$3,163.50	$485.00	2.00	$970.00	$2,193.50
HEARING TEACHING	$570.00	182	$103,740.00	$549.00	182.00	$99,918.00	$3,822.00
FM/HAT (HEARING ASSISTIVE TECHNOLOG	$679.00	20	$13,580.00	$665.00	15.00	$9,975.00	$3,605.00
VISION/MULTI							
ORIENTATION & MOBILITY	$567.00		$0.00	$570.00		$0.00	$0.00
VISION TEACHING	$567.00		$0.00	$570.00		$0.00	$0.00
THERAPY							
OCCUPATIONAL THERAPY (ESY 50)	$599.00	3,596	$2,154,004.00	$599.00	3596.00	$2,154,004.00	$0.00
PHYSICAL THERAPY (ESY 25)	$599.00	907	$543,293.00	$599.00	863.00	$516,937.00	$26,356.00
THERAPY SUPERVISION	$623.00		$0.00	$607.00		$0.00	$0.00
SPEECH/LANGUAGE SUPERVISION	$568.00		$0.00	$568.00		$0.00	$0.00
SPEECH/LANGUAGE THERAPY	$568.00	900	$511,200.00	$568.00	767.00	$435,656.00	$75,544.00
SPECIAL SERVICES							
AUTISM LOW INCIDENCE SUPPORT	$1,063.00		$0.00	$1,150.00		$0.00	$0.00
INTERPRETERS							
INTERPRETERS	$379.00	545	$206,555.00	$384.00	736.00	$282,624.00	-$76,069.00
DIAGNOSTICS							
PSYCHOLOGICALS	$738.00		$0.00	$728.00		$0.00	$0.00
GRAND TOTAL			**$3,572,926.56**			$3,534,193.40	$38,733.16

updated 2/12/2020

Director's Signature Printed Name Date

6,263.50

NIA

NORTHWESTERN ILLINOIS ASSOCIATION
THERAPY DEPARTMENT
NEEDS ASSESSMENT RECOMMENDATIONS
2020-2021

Cooperative/District Name:

D300

	GRAND TOTAL			OCCUPATIONAL THERAPY					PHYSICAL THERAPY		
PROGRAM NAME OR SCHOOL	Therapy Recommended FY21	Total Projected OT Students FY21	Total Projected OT Assessments FY21	FY20 Level	Recommended Level FY21	Service Level Changes FY21	Total Projected PT Students FY21	Total Projected PT Assessments FY21	FY20 Level	Recommended Level FY21	Service Level Changes FY21
OT Itinerant Therapy Services	15.100	685	99	15.100	15.100	0.000					
OT - EC Therapy Services	4.600	150	79	4.600	4.600	0.000					
	0.000				0.000						
PT - Itinerant Therapy Services	3.700				0.000		149	19	3.700	3.700	0.000
PT - EC Therapy Services	1.200				0.000		33	23	1.200	1.200	0.000
	0.000				0.000					0.000	
ESY - OT and PT	0.420			0.280	0.280	0.000			0.140	0.140	0.000
TOTALS	**25.020**			**19.980**	**19.980**	**0.000**			**5.040**	**5.040**	**0.000**

Recommendations:

School Year Occupational Therapy Services 3546 days (19.7 FTE)

School Year Physical Therapy Services 882 days (4.9 FTE)

ESY Occupational Therapy Services: 50 days (.28 FTE)

ESY Physical Therapy Services: 25 days (.14 FTE)

Occupational Therapy Total: 3596 days (19.98 FTE)

Physical Therapy Total: 907 days (5.04 FTE)

Grand Total of Therapy Days: 4503 days (25.02 FTE)

NIA

Technical Assistance And Speech/Language Services

Autism/Low Indicence | S/L Supervision | S/L Therapy

(Level of Service Equals Days Per Year)

2020-2021

Cooperative/District:

CUSD #300

Speech/Language Supervision		Speech/Language Therapy		Autism and Low Incidence Support		Assistive Technology	
FY20 Level	Recommended Level FY21	FY20 Level	Recommended Level FY21	FY20 Level	Recommended Level FY21	FY20 Level	Recommended Level FY21
0	0	720	900	0	0	0	n/a

Comments	
Autism and Low Incidence Support	
Speech/Language Supervision	
Speech/Language Therapy	Currently, NIA provides 4.0 FTE SLP positions and has hired additional to cover district FMLA needs. D300 would like to keep the current 4.0 FTE SLPs and increase by 1.0 to seek one additional bilingual Spanish SLP.

NIA | THE NORTHWESTERN ILLINOIS ASSOCIATION

Vision Program Contracted Services
(Level of Services Equals Days Per Year)
2020-21

Cooperative/District Name: 300

Contracted Services							
Vision Teaching				**O&M**		**Vision Supervision Technical Assistance/Educational Baseline**	
FY21 Total Teaching FTE	**FY21 Total Projected Students**	FY20 Level	**FY21 Recommended**	FY20 Level	**FY21 Recommended**	FY20 Level	**FY21 Recommended**
6	**68**	0	**0**	0	**0**	42	**38**

Comments	
Vision Teaching:	In order to plan and provide all services to students on the anticipated caseload list, complete case study re-evaluations, complete required paperwork, attend IEP meetings, consult and collaborate with district teams, acquire and maintain materials, equipment, and adaptive software and AT, train and consult with paraprofessionals, and travel as needed for all activities, 6.0 FTE District 300 hired Teachers of the Visually Impaired are recommended for the 2020-2021 school year.
O&M:	O&M services included in Vision Teaching recommendations. Service provided by district dual-certified staff. 22 current students.
Vision Supervision Technical Assistance/Educational Baseline	38.0 days are recommended. Activities include professional development, on-site consultation and coaching, caseload, coordination of student evaluations, department procedures and forms, provision of resources including state and federal information, student-specific and program level problem solving, district and building support, Difficult-to-Test Clinics and Low Vision Clinics. No Vision Assistive Tech (V-CATIS) days recommended; district-hired vision teacher will obtain certification this summer.

NIA | THE NORTHWESTERN ILLINOIS ASSOCIATION

HEARING CONTRACTED SERVICES
(Level of Services Equals Days Per Year)
2020-2021

COOPERATIVE/DISTRICT NAME: CUSD 300

Contracted Services									
Hearing Teaching				Counseling		Interpreters		FM/HAT Units (Amplification Equipment)	
FY21 Total Teaching FTE	**FY21 Total Projected Students**	FY20 NIA Teaching Level	**FY21 Recommended NIA Teaching Level**	FY20 Level	**FY21 Recommended**	FY20 Level	**FY21 Recommended**	FY20 Level	**FY21 Recommended**
-	-	182	**182**	2	**4.5**	736 days	**545**	15	**20**

Comments	
Hearing Teaching	1 NIA Hearing Itinerant Teacher requested.
Interpreters	3 interpreters needed for K.L. at Dundee Crown High School (191) , P.B. at E.C.C. (177) Tentative: M.L. at Algonquin Middle School. (177)
Counesling	4.5 days to support three students: 2 at Dundee Crown High School (K.L. and J.D.). Tentative: 1 student at Algonquin Middle School. (M.L.)

NIA | THE NORTHWESTERN ILLINOIS ASSOCIATION

HEARING SUPERVISION/BASELINE & AUDIOLOGY SUPPORT/BASELINE SERVICES
(Level of Services Equals Days Per Year)
2020-2021

COOPERATIVE/DISTRICT NAME: CUSD 300

Educational Technical Assistance / Supervision Baseline & Audiology Support/Baseline			
HEARING		**AUDIOLOGY**	
FY20 Supervision/Baseline	**FY21 Recommended Supervision/Baseline**	FY20 Audiology Support/Baseline	**FY21 Recommended Audiology Support/Baseline**
0	**0**	66	**71**

Comments	
Hearing Supervision/Baseline	Hearing Supervision for D300 is supported through Amy Timonen.
Audiology/Baseline Services	We are recommending an increase in days due to increase in students using FM/HAT equipment and an average of 200 audiological evaluations per years. Currently have 20 students using FM/HAT equipment.

Community Unit School District 300
2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102
Diane C. White, Director of Purchasing
PHONE: 847-551-8460 • FAX: 847-551-8463

February 19, 2020

Michael's Uniforms
7906 W. Grand Avenue
Elmwood Park, IL 60707

Dear Mr. Serafini:

Your current contract awarded by the Board was for a term of one year which expires on February 28, 2020. Bid documents state that there is an option to extend the contract for one (1) year extension with the ability to increase your cost by the Urban CPI which is .02 percent. The District would like to exercise the one (1) year extension option for the term of March 1, 2020 through February 28, 2021. Michael's is also agreeing to a catalog discount of 18% on most items not included in the original bid submittal.

The current executed contract is attached for your review with the CPI increase for the contract extension.

If your firm does agree to hold your contract pricing, District 300 will recommend your contract extension the Board of Education review and award on Tuesday, March 10, 2020.

Please return your signed response by Friday, February 21, 2020.

Sincerely,

Diane C. White

Diane White, Director of Purchasing

Acceptance to hold current contract with CPI increase of .02:

Michael's Uniform Authorized Signature

2-20-20

Date

COMMUNITY UNIT SCHOOL DISTRICT 300
PHYSICAL EDUCATION AND CUSTODIAL UNIFORMS

The bid sheets are provided in a Microsoft Excel format. Much of the four worksheets are informational. The following will provide instructions for entering your information as well as how to save and submit the spreadsheet with your bid. The pricing information is keyed by selecting the tab following the Bid Response Tab within the Excel workbook.

Entering Information into the Spreadsheet:

1) Once the spreadsheet is open fill in the Vendor Information Section at the top. **All fields should be completed.**
2) Columns meant as informational only are highlighted grey or colored.
3) Columns meant for your input have been left white, and are the following:

   a. Vendor Item Number
   b. Vendor Unit Price
   c. Vendor Comments

4) Vendor input columns where a dollar amount is required, have already been formatted for numeric entry. For example if you enter an 11, it will populate in the column as $11.00.

5) If you are NOT bidding on an item we ask you type in the words NO BID (in capitals) under the column labeled Vendor Number

6) Only write notes in the column labeled Vendor Comments.

7) The spreadsheet has been formatted to print out on 11 x 14 paper in a landscape mode, when you are finished print out so the hard copy can be included with your bid submission.

Saving and Submitting the Spreadsheet:

1) Save the file with the following naming convention:
   xxxxxxxxxyyyyyyyyyyy.xls
   "x" signifies the name of your company
   "y" signifies the bid name – i.e. CUSTODIAL UNIFORMS

2) The file must be saved to a flash drive
3) Label the flash drive with your Vendor Name, Date, and the Bid Name.
4) **It is required you submit the flash drive with a paper copy.**

BID RESPONSE FORM
CONTRACT PRICING FOR CUSTODIAL UNIFORMS

Bids are as indicated on the attached sheets are hereby presented to the Board of Education of Community Unit School District #300. It is understood that:

1. Where specifications indicate a particular brand name or manufacturer's catalog number, it shall be understood to mean "or equal", unless "No Substitute" is specified. Alternate bids must be identified by brand name and catalog number.

2. The Board of Education reserves the right to reject any and all bids and to accept all or part of any bids submitted.

3. Separate purchase orders will be issued to the successful bidders for delivery to Buildings & Grounds, 2605 Bunker Hill Drive, Algonquin, Il, 60102.

4. Prices quoted shall include ALL charges for handling, transportation and delivery.

5. All items bid are F.O.B. destination.

6. Community Unit School District #300 is Tax Exempt.
Tax Exemption Number - E9996-0079-07.

Vendor has received Addendum (IF APPLICABLE)
#1 - _____ #2 - _____

The undersigned hereby certifies that she/he has read, understands and agrees that acceptance by the Board of Education of the bidder's offer by issuance of a purchase order(s) or other documents(s) will create a binding contract. Further, she/he agrees to fully comply with the specifications and other documentary forms and regulations made a part of this specific procurement of contract. The bidder must comply with all State and Federal Regulations including FEPC, the Illinois Laborer's Act and the Illinois Prevailing Wage Act, with preference to Public Act 86-799 which states "…not less than the prevailing rate of wages as found by the public body or Department of Labor or determined by the court on review shall be paid to all laborers, workers and mechanics performing work under the contract." The Illinois Department of Labor prevailing wages for the county where the project will be undertaken is posted online at https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx

Michael's Uniform Company	**FEIN NUMBER**
NAME OF COMPANY /CORPORATION	36-2331731
7906 West Grand Ave	**ILLINOIS LICENSE NUMBER**
STREET ADDRESS	0758-9298
Elmwood Park	
CITY	**BID SUBMITTED BY:**
Illinois	
STATE	
60707	**SIGNATURE OF AUTHORIZED AGENT**
ZIP	
(708) - 452 - 2600	**John Serafini**
TELEPHONE NUMBER	**PLEASE TYPE OR PRINT NAME**
708-452-2607	
FAX NUMBER	**2/1/2019**
jserafini@michaelsuniform.com	**DATE**
EMAIL ADDRESS	

*****Sealed bids are due by 11:00AM, CT, Wednesday, January 30, 2019*****

INSTRUCTIONS: PLEASE FILL IN COLUMNS **D** AND **I** . USE COLUMN **J** FOR VENDOR COMMENTS. ALL BIDS MUST BE COMPLETED IN THE EXCEL SPREADSHEET PROVIDED AND MUST BE SUBMITTED IN HARD COPY ALONG WITH AN ELECTRONIC VERSION OF BID ON A CD or FLASH DRIVE.

Vendor Name	Michael's Uniform Company
Complete Address	7906 West Grand Ave Elmwood Park, IL 60707
Phone	(708)-452-2600
Fax	(708)-452-2607
Email	jserafini@michaelsuniform.com
Contact Person	John Serafini

ON-SITE UNIFORM MEASUREMENT FEE: $_____

UNIFORM PANTS AND SHIRT HEMMING FEE: $_____0.00_____

	Manufacturer's Name	Manufacturer's Item #	Vendor Item #	D300 Item #	D300 Item Description	D300 UOM	Estimated Purchase Amount	Vendor Unit Price	Vendor Comments	0.2% 2019-20 Increase	Estimated Contract Amount w/ CPI Increase
	DICKIES	874		874-*	SM ~ XL NAVY BLUE WORK PANT	EA	357	$18.85		$18.89	6729.4500
	DICKIES	874		874-OVERSIZED	NAVY BLUE WORK PANT - Oversized	EA	8	$20.75		$20.79	166.0000
	DICKIES	874		874-TALL	NAVY BLUE WORK PANT - Tall	EA	5	$22.95		$23.00	114.7500
	RED KAP	PT60NV		PT60NV - SZ 27 ~ 38	NAVY BLUE WORK PANT / MENS / Elastic Insert / SIZE 27 ~ 38	EA	41	$15.25		$15.28	625.2500
	RED KAP	PT60NV		PT60NV - SZ 40 ~ 60	NAVY BLUE WORK PANT / MENS / Elastic Insert / SIZE 40 ~ 60	EA	5	$18.25		$18.29	91.2500
	RED KAP	PT61NV		PT61NV - SZ 4 ~ 16	NAVY BLUE WORK PANT / WOMENS / Elastic Insert / SIZE 4 ~ 16	EA	9	$15.25		$15.28	137.2500
	RED KAP	PT61NV		PT61NV- SZ 18 ~ 28	NAVY BLUE WORK PANT / WOMENS / Elastic Insert / SIZE 18 ~ 28	EA	5	$18.25		$18.29	91.2500
	RED KAP	PT21NV		PT21NV - SZ 2 ~ 16	NAVY BLUE WORK PANT / WOMENS / SIZE 2 ~ 16	EA	13	$14.85		$14.88	193.0500
	RED KAP	PT21NV		PT21NV - SZ 18 ~ 24	NAVY BLUE WORK PANT / WOMENS / SIZE 18 ~ 24	EA	5	$17.85		$17.89	89.2500
	WRANGLER	W976DS		W976DS-*	SM ~ XL HEAVY DUTY WORK JEANS	EA	14	$22.85		$22.90	319.9000
	WRANGLER	W976DS		W976DS-OVERSIZED	HEAVY DUTY WORK JEANS - OVERSIDED	EA	5	$27.40		$27.45	137.0000
	WRANGLER	W976DS		W976DS-TALL	HEAVY DUTY WORK JEANS - TALL	EA	5	$0.00	Not Available	$0.00	0.0000
	RED KAP	PD80SW		PD80SW-*	SM ~ XL HEAVY DUTY WORK JEANS	EA	27	$16.50		$16.53	445.5000
	RED KAP	PD80SW		PD80SW-OVERSIZED	HEAVY DUTY WORK JEANS - OVERSIDED	EA	5	$19.95		$19.99	99.7500
	RED KAP	PD80SW		PD80SW-TALL	HEAVY DUTY WORK JEANS - TALL	EA	5	$33.15		$33.22	165.7500
	DICKIES	574		574-N- *	SM ~ XL NAVY LONG SLEEVE SHIRT	EA	70	$17.25		$17.28	1207.5000
	DICKIES	574		574-N- OVERSIZED	NAVY LONG SLEEVE SHIRT - Oversized	EA	5	$19.00		$19.04	95.0000
	DICKIES	574		574-N- TALL	NAVY LONG SLEEVE SHIRT - Tall	EA	5	$19.00		$19.04	95.0000
	DICKIES	574		574-LB- *	SM ~ XL LT BLUE LONG SLEEVE SHIRT	EA	18	$17.25	GB Gulf Blue	$17.28	310.5000
	DICKIES	574		574-LB-OVERSIZED	LT BLUE LONG SLEEVE SHIRT - Oversized	EA	5	$19.00	GB Gulf Blue	$19.04	95.0000
	DICKIES	574		574-LB- TALL	LT BLUE LONG SLEEVE SHIRT - Tall	EA	4	$19.00	GB Gulf Blue	$19.04	76.0000
	DICKIES	1574		1574-N- *	SM ~ XL NAVY SHORT SLEEVE SHIRT	EA	88	$16.15		$16.18	1421.2000
	DICKIES	1574		1574-N- OVERSIZED	NAVY SHORT SLEEVE SHIRT -Oversized	EA	2	$17.80		$17.84	35.6000
	DICKIES	1574		1574-N-TALL	NAVY SHORT SLEEVE SHIRT - Tall	EA	3	$17.80		$17.84	53.4000
	DICKIES	1574		1574-LB- *	SM ~ XL LT BLUE SHORT SLEEVE SHIRT	EA	47	$16.15		$16.18	759.0500
	DICKIES	1574		1574-LB-OVERSIZED	LT BLUE SHORT SLEEVE SHIRT - Oversized	EA	5	$17.80		$17.84	89.0000
	DICKIES	1574		1574-LB-TALL	LT BLUE SHORT SLEEVE SHIRT - Tall	EA	5	$19.60		$19.64	98.0000
	RED KAP	SP13		SP13-N- *	SM ~ XL NAVY LONG SLEEVE SHIRT - Womens	EA	5	$12.55		$12.58	62.7500

	RED KAP	SP13		SP13-N-OVERSIZED	NAVY LONG SLEEVE SHIRT - Oversized - Womens	EA	5	$15.00		$15.03	75.0000
	RED KAP	SP13		SP13-N-TALL	NAVY LONG SLEEVE SHIRT - Tall - Womens	EA	5	$25.00		$25.05	125.0000
	RED KAP	SP13		SP13-LB- *	SM ~ XL LT BLUE SHORT SLEEVE SHIRT - Womens	EA	5	$12.55		$12.58	62.7500
	RED KAP	SP13		SP13-LB-OVERSIZED	LT BLUE SHORT SLEEVE SHIRT - Oversized - Womens	EA	5	$15.00		$15.03	75.0000
	RED KAP	SP13		SP13-LB-TALL	LT BLUE SHORT SLEEVE SHIRT - Tall - Womens	EA	5	$25.00		$25.05	125.0000
	RED KAP	SP23		SP23-N- *	SM ~ XL NAVY LONG SLEEVE SHIRT - Womens	EA	2	$10.45		$10.47	20.8904
	RED KAP	SP23		SP23-N-OVERSIZED	NAVY LONG SLEEVE SHIRT - Oversized - Womens	EA	5	$12.55		$12.58	62.7500
	RED KAP	SP23		SP23-N-TALL	NAVY LONG SLEEVE SHIRT - Tall - Womens	EA	5	$20.90		$20.95	104.5189
	RED KAP	SP23		SP23-LB- *	SM ~ XL LT BLUE SHORT SLEEVE SHIRT - Womens	EA	5	$10.45		$10.47	52.2261
	RED KAP	SP23		SP23-LB-OVERSIZED	LT BLUE SHORT SLEEVE SHIRT - Oversized - Womens	EA	5	$12.55		$12.58	62.7500
	RED KAP	SP23		SP23-LB-TALL	LT BLUE SHORT SLEEVE SHIRT - Tall - Womens	EA	5	$20.90		$20.95	104.5189
	TRI-MTN	4600		4600- *	SM ~ XL NAVY HOODED WINTER JACKET	EA	43	$49.00		$49.10	2107.0000
	TRI-MTN	4600		4600-OVERSIZED	NAVY HOODED WINTER JACKET - Oversized	EA	3	$57.00		$57.11	171.0000
	TRI-MTN	4600		4600- TALL	NAVY HOODED WINTER JACKET - Tall	EA	3	$59.70		$59.82	179.0895
	TRI-MTN	4900		4900- *	SM DARK NAVY WINTER JACKET	EA	17	$54.35		$54.46	923.9500
	TRI-MTN	4900		4900- OVERSIZED	DARK NAVY WINTER JACKET - Oversized	EA	1	$62.35		$62.47	62.3500
	TRI-MTN	4900		4900- TALL	DARK NAVY WINTER JACKET - Tall	EA	5	$65.00		$65.13	325.0000
	HANES or Equivalent	5590	PC61P	SMALL	T-SHIRT,TAGLESS,POCKETED, LIGHT STEEL,6.1 oz, HEAVYWEIGHT	EA	25	$5.15	Port and Company PC61P	$5.16	128.7500
	HANES or Equivalent	5590	PC61P	MEDIUM	T-SHIRT,TAGLESS,POCKETED, LIGHT STEEL,6.1 oz, HEAVYWEIGHT	EA	98	$5.15	Port and Company PC61P	$5.16	504.7000
	HANES or Equivalent	5590	PC61P	LARGE	T-SHIRT,TAGLESS,POCKETED, LIGHT STEEL,6.1 oz, HEAVYWEIGHT	EA	247	$5.15	Port and Company PC61P	$5.16	1272.0500
	HANES or Equivalent	5590	PC61P	XL	T-SHIRT,TAGLESS,POCKETED, LIGHT STEEL,6.1 oz, HEAVYWEIGHT	EA	223	$5.15	Port and Company PC61P	$5.16	1148.4500
	HANES or Equivalent	5590	PC61P	2XL	T-SHIRT,TAGLESS,POCKETED, LIGHT STEEL,6.1 oz, HEAVYWEIGHT	EA	68	$7.35	Port and Company PC61P	$7.36	499.8000
	HANES or Equivalent	5590	PC61P	3XL	T-SHIRT,TAGLESS,POCKETED, LIGHT STEEL,6.1 oz, HEAVYWEIGHT	EA	10	$7.55	Port and Company PC61P	$7.57	75.5000
	HANES or Equivalent	5590	PC61P	4XL	T-SHIRT,TAGLESS,POCKETED, LIGHT STEEL,6.1 oz, HEAVYWEIGHT	EA	5	$7.75	Port and Company PC61P	$7.77	38.7527
	HANES or Equivalent	5590	H300	5XL	T-SHIRT,TAGLESS,POCKETED, LIGHT STEEL,6.1 oz, HEAVYWEIGHT	EA	5	$11.65	Gildan H300 - Sport Grey	$11.67	58.2500
	HANES or Equivalent	5590	PC61PT	LT	T-SHIRT,TAGLESS,POCKETED, LIGHT STEEL,6.1 oz, HEAVYWEIGHT	EA	13	$5.95	Port and Company PC61P	$5.96	77.3453
	HANES or Equivalent	5590	PC61PT	XLT	T-SHIRT,TAGLESS,POCKETED, LIGHT STEEL,6.1 oz, HEAVYWEIGHT	EA	22	$5.95	Port and Company PC61P	$5.96	130.8921
	HANES or Equivalent	5590	PC61PT	2XLT	T-SHIRT,TAGLESS,POCKETED, LIGHT STEEL,6.1 oz, HEAVYWEIGHT	EA	5	$8.25	Port and Company PC61P	$8.27	41.2500

	HANES or Equivalent	5590	PC61PT	3XLT	T-SHIRT,TAGLESS,POCKETED, LIGHT STEEL,6.1 oz, HEAVYWEIGHT	EA	15	$8.45	Port and Company PC61P	$8.47	126.7500
	HANES or Equivalent	5590	PC61PT	4XLT	T-SHIRT,TAGLESS,POCKETED, LIGHT STEEL,6.1 oz, HEAVYWEIGHT	EA	5	$8.85	Port and Company PC61P	$8.87	44.2500
	HANES or Equivalent	5590		5XLT	T-SHIRT,TAGLESS,POCKETED, LIGHT STEEL,6.1 oz, HEAVYWEIGHT	EA	5		Not Available	$0.00	0.0000
	HANES or Equivalent	5590	PC61P	SMALL	T-SHIRT,TAGLESS,POCKETED, NAVY,6.1 oz, HEAVYWEIGHT	EA	5	$5.85	Port and Company PC61P	$5.86	29.2500
	HANES or Equivalent	5590	PC61P	MEDIUM	T-SHIRT,TAGLESS,POCKETED, NAVY,6.1 oz, HEAVYWEIGHT	EA	15	$5.85	Port and Company PC61P	$5.86	87.7500
	HANES or Equivalent	5590	PC61P	LARGE	T-SHIRT,TAGLESS,POCKETED, NAVY,6.1 oz, HEAVYWEIGHT	EA	10	$5.85	Port and Company PC61P	$5.86	58.5000
	HANES or Equivalent	5590	PC61P	XL	T-SHIRT,TAGLESS,POCKETED, NAVY,6.1 oz, HEAVYWEIGHT	EA	25	$5.85	Port and Company PC61P	$5.86	146.2500
	HANES or Equivalent	5590	PC61P	2XL	T-SHIRT,TAGLESS,POCKETED, NAVY,6.1 oz, HEAVYWEIGHT	EA	20	$8.35	Port and Company PC61P	$8.37	167.0000
	HANES or Equivalent	5590	PC61P	3XL	T-SHIRT,TAGLESS,POCKETED, NAVY,6.1 oz, HEAVYWEIGHT	EA	5	$8.55	Port and Company PC61P	$8.57	42.7500
	HANES or Equivalent	5590	PC61P	4XL	T-SHIRT,TAGLESS,POCKETED, NAVY,6.1 oz, HEAVYWEIGHT	EA	5	$8.75	Port and Company PC61P	$8.77	43.7500
	HANES or Equivalent	5590	H300	5XL	T-SHIRT,TAGLESS,POCKETED, NAVY,6.1 oz, HEAVYWEIGHT	EA	5	$12.40	Gildan H300 - Sport Dark N	$12.42	62.0000
	HANES or Equivalent	5590	PC61PT	LT	T-SHIRT,TAGLESS,POCKETED, NAVY,6.1 oz, HEAVYWEIGHT	EA	8	$6.70	Port and Company PC61P	$6.71	53.6000
	HANES or Equivalent	5590	PC61PT	XLT	T-SHIRT,TAGLESS,POCKETED, NAVY,6.1 oz, HEAVYWEIGHT	EA	5	$6.70	Port and Company PC61P	$6.71	33.5000
	HANES or Equivalent	5590	PC61PT	2XLT	T-SHIRT,TAGLESS,POCKETED, NAVY,6.1 oz, HEAVYWEIGHT	EA	10	$9.25	Port and Company PC61P	$9.27	92.5000
	HANES or Equivalent	5590	PC61PT	3XLT	T-SHIRT,TAGLESS,POCKETED, NAVY,6.1 oz, HEAVYWEIGHT	EA	5	$9.65	Port and Company PC61P	$9.67	48.2500
	HANES or Equivalent	5590	PC61PT	4XLT	T-SHIRT,TAGLESS,POCKETED, NAVY,6.1 oz, HEAVYWEIGHT	EA	5	$10.35	Port and Company PC61P	$10.37	51.7500
	HANES or Equivalent	5590		5XLT	T-SHIRT,TAGLESS,POCKETED, NAVY,6.1 oz, HEAVYWEIGHT	EA	5	$0.00	Not Available	$0.00	0.0000
								$1,234.64		$1,237.17	23505.7839

Community Unit School District 300
2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102
Diane C. White, Director of Purchasing
PHONE: 847-551-8460 • FAX: 847-551-8463

February 19, 2020

Groot, Inc.
1330 Gasket Drive,
Elgin, IL 60120

Dear Mr. Smith:

Your current contract awarded by the Board was for a three (3) term which expires on March 31, 2020. Bid documents state that there is an option to extend the contract for two (1) year extension with the ability to increase your cost by the December Urban CPI which is .20%. The District would like to exercise the two (2), one (1) year extension option for the term of April 1, 2020 through June 30, 2022 to coincide with the fiscal period.

The current executed contract pricing is attached for your review which includes the CPI increase.

If your firm does agree to this contract pricing structure, District 300 will recommend your contract extension the Board of Education review and award on Tuesday, March 10, 2020.

Please return your signed response by Friday, February 21, 2020.

Sincerely,

Diane C. White

Diane White, Director of Purchasing

Acceptance to hold current contract with CPI increase of .02:

Tanner Smith

Groot Authorized Signature

2/20/2020

Date

COMMUNITY UNIT SCHOOL DISTRICT 300
WASTE & RECYCLE SERVICE DISTRICT WIDE
TUESDAY, MARCH 7, 2017, 11:00 AM CT - Bunker Hill PDC

COMPANY	References	Certifications	W-9 & Vendor App.	Bid Bond	Addendum 1 & 2	COMMENTS
ADVANCED DISPOSAL	Y	Y	Y	Y	Y	
DC TRASH						NO BID
FLOOD BROTHERS						NO BID
GROOT						NO BID
MDC ENVIRONMENTAL						NO BID
PRAIRIELAND DISPOSAL						NO BID
REPUBLIC SERVICES	**Y**	**Y**	**Y**	**Y**	Y	
WASTE MANAGEMENT	Y	Y	Y	Y	Y	

Administration Recommends

Republic Services, Aurora, IL - Contract Pricing for Waste and Recycle Services with an estimated annual contract amount of $132,812.00

Groot Inc., formerly Republic Services

BUILDING NAME AND ADDRESS	SERVICE LEVEL TRASH-RECYCLE PROGRAM	Groot, Inc. (formerly Republic Services) MONTHLY RATE FOR COLUMN B SERVICE	Annual Cost	SUMMER SCHEDULE ON-CALL PICK UP RATE	SUMMER SCHEDULE ONCE PER WEEK RATE	CALC DISCOUNT	LAST DISCOUNT
Algonquin Lakes Elementary School							
1401 Compton Drive, Algonquin	1-6yd Garbage 4x/wk	175.97	2,111.65	55.11	54.11	98.18%	98.18%
Algonquin, IL 60102	1-8yd Recycle 1X/wk	47.55	570.66	55.11	45.86	83.22%	83.22%
Algonquin Middle School							
520 Longwood Drive	1-8yd Garbage 3X/wk	175.97	2,111.65	65.13	80.16	123.08%	123.08%
Algonquin, IL 60102	1-8yd Recycle 1X/wk	47.55	570.66	55.11	45.86	83.22%	83.22%
Algonquin Transportation Center							
2603 Bunker Hill Drive	2-8yd Garbage 2X/wk	117.31	1,407.77	65.13	80.16	123.08%	123.08%
Algonquin, IL 60102	1-2yd Recycle 1xwk	15.27	183.25	25.05	15.29	61.04%	61.04%
Buildings and Grounds Office							
2605 Bunker Hill Drive	30yd Roll Off - ON CALL	320.64	13,466.88	320.64	320.64	100.00%	100.00%
Algonquin, IL 60102	1-8yd Recycle 1X/wk	47.55	570.66	55.11	45.86	83.22%	83.22%
Carpentersville Middle School							
100 Cleveland Avenue	1-10yd Garbage 6X/wk	439.94	5,279.26	75.15	90.18	120.00%	120.00%
Carpentersville, IL 60110	1-10yd Recycle 4X/wk	237.47	2,849.69	65.13	55.11	84.62%	84.62%
Carpentersville Transportation Center							
100 Cleveland Avenue	1-8yd Garbage 4X/wk	234.64	2,815.66	65.13	80.16	123.08%	123.08%
Carpentersville, IL 60110	1-2yd Recycle 1xwk	15.27	183.25	30.06	15.29	50.87%	50.87%
deLacey Family Education Center							
50 Cleveland Avenue	1-8yd Garbage 3x/wk	175.97	2,111.65	65.13	80.16	123.08%	123.08%
Carpentersville, IL 60110	1-2yd Recycle 1xwk	15.27	183.25	25.05	15.29	61.04%	61.04%

Dundee-Crown High School							
1500 Kings Road	30yd Compactor - 1X/wk	395.79	21,768.45	395.79	395.79	100.00%	100.00%
Carpentersville, IL 60110	6-96gal Carts 1X/wk	71.33	855.99	25.05	68.21	272.28%	272.28%
	Rental						
Dundee Highlands Elementary School							
407 South Fifth Street	1-6yd Garbage 1X/wk	44.00	527.97	55.11	54.11	98.18%	98.18%
West Dundee, IL 60118	1-8yd Recycle 1X/wk	47.55	570.66	55.11	45.86	83.22%	83.22%
Dundee Middle School							
37N450 Route 72	1-10yd Garbage 3X/wk	219.97	2,639.63	75.15	90.18	120.00%	120.00%
West Dundee, IL 60118	1-10yd Recycle 1X/wk	59.44	713.26	65.13	56.83	87.26%	87.26%
Eastview Elementary School							
540 Longwood Drive	1-6yd Garbage 4X/wk	175.97	2,111.65	55.11	54.11	98.18%	98.18%
Algonquin, IL 60102	1-8yd Recycle 2X/wk	95.10	1,141.20	55.11	45.86	83.22%	83.22%
Gilberts Elementary School- Cancelled							
729 Paperbark Road	1-10yd Garbage 4X/wk	293.30	3,519.55	75.15	90.18	120.00%	120.00%
Gilberts, IL 60136	1-2yd Recycle 1X/wk	15.27	183.25	25.05	15.29	61.04%	61.04%
Golfview Elementary School							
124 Golfview Lane	1-8yd Garbage 5X/wk	293.30	3,519.55	65.13	80.16	123.08%	123.08%
Carpentersville, IL 60110	1-8yd Recycle 1X/wk	47.55	570.66	55.11	45.86	83.22%	83.22%
Hampshire Elementary School							
321 Terwilliger Avenue	1-10yd Garbage 2X/wk	146.64	1,759.71	75.15	90.18	120.00%	120.00%
Hampshire, IL 60140	3-96gal Carts 1X/wk	30.22	362.64	20.04	30.21	150.75%	150.75%
Hampshire High School							
1600 Big Timber Road	1-40yd compactor - On Call	526.05	6,838.65	526.05	526.05	100.00%	100.00%
Hampshire, IL 60140	1-8yd Recycle 2X/wk	95.10	1,141.20	55.11	45.86	83.22%	83.22%
	Rental						
Hampshire Middle School							
560 South State Street	2-10yd Garbage 2x/wk	293.30	3,519.55	75.15	90.18	120.00%	120.00%

Hampshire, IL 60140	1-8yd Recycle 1X/wk	47.55	570.66	55.11	45.86	83.22%	83.22%
Jacobs High School							
2601 Bunker Hill Drive	2-8yd Garbage 5X/wk	586.59	7,039.09	65.13	125.25	192.31%	192.31%
Algonquin, IL 60102	2-8yd Recycle 2X/wk	190.21	2,282.52	55.11	125.25	227.27%	227.27%
Lake in the Hills Elementary School							
519 Willow Street	1-6yd Garbage 3X/wk	131.98	1,583.80	55.11	54.11	98.18%	98.18%
Lake in the Hills, IL 60102	1-8yd Recycle 1X/wk	47.55	570.66	55.11	45.86	83.22%	83.22%
Lakewood School							
1651 Ravine Lane	1-8yd Garbage 4X/wk	234.64	2,815.66	65.13	80.16	123.08%	123.08%
Carpentersville, IL 60110	1-8yd Recycle 1X/wk	47.55	570.66	55.11	45.86	83.22%	83.22%
Liberty Elementary School							
6500 Miller Road	1-8yd Garbage 4X/wk	234.64	2,815.66	65.13	80.16	123.08%	123.08%
Carpentersville, IL 60110	1-8yd Recycle 1X/wk	47.55	570.66	55.11	45.86	83.22%	83.22%
Lincoln Prairie Elementary School							
500 West Harvest Gate Road	1-8yd Garbage 4X/wk	234.64	2,815.66	65.13	80.16	123.08%	123.08%
Lake in the Hills, IL 60102	1-8yd Recycle 1X/wk	47.55	570.66	55.11	45.86	83.22%	83.22%
Meadowdale Elementary School							
14 Ash Street	1-6yd Garbage 3X/wk	131.98	1,583.80	55.11	54.11	98.18%	98.18%
Carpentersville, IL 60110	1-8yd Recycle 1X/wk	47.55	570.66	55.11	45.86	83.22%	83.22%
Neubert Elementary School							
1100 Huntington Drive	1-6yd Garbage 3X/wk	131.98	1,583.80	55.11	54.11	98.18%	98.18%
Algonquin, IL 60102	1-8yd Recycle 1X/wk	47.55	570.66	65.13	45.86	70.42%	70.42%
Parkview Elementary School							
122 Carpenter Street	1-8yd Garbage 2X/wk	117.31	1,407.77	65.13	80.16	123.08%	123.08%
Carpentersville, IL 60110	3-2yd Recycle 1X/wk	40.87	490.46	30.06	45.86	152.57%	152.57%

Perry Elementary School							
251 Amarillo Drive	1-6yd Garbage 5X/wk	219.97	2,639.63	55.11	54.11	98.18%	98.18%
Carpentersville, IL 60110	1-8yd Recycle 1X/wk	47.55	570.66	55.11	45.86	83.22%	83.22%
Sleepy Hollow Elementary School							
898 Glen Oak Drive	1-8yd Garbage 3X/wk	175.97	2,111.65	65.13	80.16	123.08%	123.08%
Sleepy Hollow, IL 60118	1-8yd Recycle 1X/wk	47.55	570.66	55.11	45.86	83.22%	83.22%
Westfield Community School							
2100 Sleepy Hollow Road	2-8yd Garbage 4X/wk	469.27	5,631.20	65.13	125.25	192.31%	192.31%
Algonquin, IL 60102	1-10yd Recycle 3X/wk	178.32	2,139.79	65.13	55.11	84.62%	84.62%
Wright Elementary School							
1500 Ketchum Road, Hampshire	1-8yd Trash 2X/wk	117.31	1,407.77	65.13	80.16	123.08%	123.08%
Hampshire, IL 60140	1-6yd Recycle 1X/wk	35.66	427.93	45.09	34.10	75.62%	75.62%
			130,071.62				

Assumptions

Annual Costs	Based on Actuals
Container Type	# of Pulls
30 Yard Compactor - Trash	55
40 Yard Compactor - Trash	13
30 Yard Rolloff - Trash	42
Monthly Rates	Multiply by 12 months

BUILDING NAME AND ADDRESS	SERVICE LEVEL TRASH-RECYCLE PROGRAM	Advanced Disposal				Groot, Inc. (formerly Republic Services)				Waste Management			
		MONTHLY RATE FOR COLUMN B SERVICE	Annual Cost	SUMMER SCHEDULE ON-CALL PICK UP RATE	SUMMER SCHEDULE ONCE PER WEEK RATE	MONTHLY RATE FOR COLUMN B SERVICE	Annual Cost	SUMMER SCHEDULE ON-CALL PICK UP RATE	SUMMER SCHEDULE ONCE PER WEEK RATE	MONTHLY RATE FOR COLUMN B SERVICE	Annual Cost	SUMMER SCHEDULE ON-CALL PICK UP RATE	SUMMER SCHEDULE ONCE PER WEEK RATE
Algonquin Lakes Elementary School													
1401 Compton Drive, Algonquin	1-6yd Garbage 4x/wk	207.00	2,484.00	30.00	52.00	175.62	2,107.44	55.00	54.00	265.00	3,180.00	30.00	66.25
Algonquin, IL 60102	1-8yd Recycle 1X/wk	60.00	720.00	20.00	60.00	47.46	569.52	55.00	45.77	50.23	602.76	24.00	50.23
			0.00				0.00				0.00		
Algonquin Middle School			0.00				0.00				0.00		
520 Longwood Drive	1-8yd Garbage 3X/wk	207.00	2,484.00	40.00	52.00	175.62	2,107.44	65.00	80.00	265.00	3,180.00	40.00	88.33
Algonquin, IL 60102	1-8yd Recycle 1X/wk	60.00	720.00	20.00	60.00	47.46	569.52	55.00	45.77	50.23	602.76	24.00	50.23
			0.00				0.00				0.00		
Algonquin Transportation Center			0.00				0.00				0.00		
2603 Bunker Hill Drive	2-8yd Garbage 2X/wk	138.00	1,656.00	40.00	69.00	117.08	1,404.96	65.00	80.00	176.66	2,119.92	40.00	88.33
Algonquin, IL 60102	1-2yd Recycle 1xwk	15.00	180.00	15.00	15.00	15.24	182.88	25.00	15.26	12.56	150.72	15.00	12.56
			0.00				0.00				0.00		
Buildings and Grounds Office			0.00				0.00				0.00		
2605 Bunker Hill Drive	30yd Roll Off - ON CALL	315.00	13,230.00	315.00	315.00	320.00	13,440.00	320.00	320.00	310.00	13,020.00	310.00	310.00
Algonquin, IL 60102	1-8yd Recycle 1X/wk	60.00	720.00	20.00	60.00	47.46	569.52	55.00	45.77	50.23	602.76	24.00	50.23
			0.00				0.00				0.00		
Carpentersville Middle School			0.00				0.00				0.00		
100 Cleveland Avenue	1-10yd Garbage 6X/wk	520.00	6,240.00	50.00	87.00	439.06	5,268.72	75.00	90.00	662.49	7,949.88	50.00	110.42
Carpentersville, IL 60110	1-10yd Recycle 4X/wk	305.00	3,660.00	20.00	77.00	237.00	2,844.00	65.00	55.00	251.14	3,013.68	30.00	62.79
			0.00				0.00				0.00		
Carpentersville Transportation Center			0.00				0.00				0.00		
100 Cleveland Avenue	1-8yd Garbage 4X/wk	277.00	3,324.00	40.00	69.00	234.17	2,810.04	65.00	80.00	353.33	4,239.96	40.00	88.33
Carpentersville, IL 60110	1-2yd Recycle 1xwk	15.00	180.00	15.00	15.00	15.24	182.88	30.00	15.26	12.56	150.72	15.00	12.56
			0.00				0.00				0.00		
deLacey Family Education Center			0.00				0.00				0.00		
50 Cleveland Avenue	1-8yd Garbage 3x/wk	207.00	2,484.00	40.00	69.00	175.62	2,107.44	65.00	80.00	265.00	3,180.00	40.00	88.33
Carpentersville, IL 60110	1-2yd Recycle 1xwk	15.00	180.00	15.00	15.00	15.24	182.88	25.00	15.26	12.56	150.72	15.00	12.56
Dundee-Crown High School													
1500 Kings Road	30yd Compactor - 1X/wk	350.00	19,250.00	350.00	350.00	395.00	21,725.00	395.00	395.00	555.00	30,525.00	555.00	555.00
Carpentersville, IL 60110	6-96gal Carts 1X/wk	90.00	1,080.00	15.00	90.00	71.19	854.28	25.00	68.07	75.34	904.08	15.00	75.34
	Rental	250.00	3,000.00			125.00	1,500.00			200.00	2,400.00		
Dundee Highlands Elementary School													
407 South Fifth Street	1-6yd Garbage 1X/wk	52.00	624.00	30.00	52.00	43.91	526.92	55.00	54.00	66.25	795.00	30.00	66.25
West Dundee, IL 60118	1-8yd Recycle 1X/wk	60.00	720.00	20.00	60.00	47.46	569.52	55.00	45.77	50.23	602.76	24.00	50.23
			0.00				0.00				0.00		
Dundee Middle School			0.00				0.00				0.00		
37N450 Route 72	1-10yd Garbage 3X/wk	260.00	3,120.00	50.00	87.00	219.53	2,634.36	75.00	90.00	331.25	3,975.00	50.00	110.42
West Dundee, IL 60118	1-10yd Recycle 1X/wk	75.00	900.00	20.00	75.00	59.32	711.84	65.00	56.72	62.79	753.48	30.00	62.79
			0.00				0.00				0.00		
Eastview Elementary School			0.00				0.00				0.00		
540 Longwood Drive	1-6yd Garbage 4X/wk	207.00	2,484.00	30.00	52.00	175.62	2,107.44	55.00	54.00	265.00	3,180.00	30.00	66.25
Algonquin, IL 60102	1-8yd Recycle 2X/wk	121.00	1,452.00	20.00	60.00	94.91	1,138.92	55.00	45.77	100.46	1,205.52	24.00	50.23
			0.00				0.00				0.00		
Gilberts Elementary School- Cancelled			0.00				0.00				0.00		
729 Paperbark Road	1-10yd Garbage 4X/wk	346.00	4,152.00	50.00	87.00	292.71	3,512.52	75.00	90.00	441.66	5,299.92	50.00	110.42
Gilberts, IL 60136	1-2yd Recycle 1X/wk	15.00	180.00	15.00	15.00	15.24	182.88	25.00	15.26	12.56	150.72	15.00	12.56
			0.00				0.00				0.00		
Golfview Elementary School			0.00				0.00				0.00		

124 Golfview Lane	1-8yd Garbage 5X/wk	346.00	4,152.00	40.00	69.00	292.71	3,512.52	65.00	80.00	441.66	5,299.92	40.00	88.33
Carpentersville, IL 60110	1-8yd Recycle 1X/wk	60.00	720.00	20.00	60.00	47.46	569.52	55.00	45.77	50.23	602.76	24.00	50.23
			0.00				0.00				0.00		
Hampshire Elementary School			0.00				0.00				0.00		
321 Terwilliger Avenue	1-10yd Garbage 2X/wk	175.00	2,100.00	50.00	87.00	146.35	1,756.20	75.00	90.00	220.83	2,649.96	50.00	110.42
Hampshire, IL 60140	3-96gal Carts 1X/wk	12.00	144.00	10.00	12.00	30.16	361.92	20.00	30.15	9.42	113.04	15.00	9.42
Hampshire High School													
1600 Big Timber Road	1-40yd compactor - On Call	350.00	4,550.00	350.00	350.00	525.00	6,825.00	525.00	525.00	429.00	5,577.00	429.00	429.00
Hampshire, IL 60140	1-8yd Recycle 2X/wk	60.00	720.00	20.00	30.00	94.91	1,138.92	55.00	45.77	100.46	1,205.52	24.00	50.23
	Rental	250.00	3,000.00			125.00	1,500.00			200.00	2,400.00		
Hampshire Middle School			0.00				0.00				0.00		
560 South State Street	2-10yd Garbage 2x/wk	346.00	4,152.00	50.00	174.00	292.71	3,512.52	75.00	90.00	441.66	5,299.92	50.00	220.83
Hampshire, IL 60140	1-8yd Recycle 1X/wk	60.00	720.00	20.00	60.00	47.46	569.52	55.00	45.77	50.23	602.76	24.00	50.23
			0.00				0.00				0.00		
Jacobs High School			0.00				0.00				0.00		
2601 Bunker Hill Drive	2-8yd Garbage 5X/wk	695.00	8,340.00	40.00	139.00	585.42	7,025.04	65.00	125.00	883.32	10,599.84	40.00	176.66
Algonquin, IL 60102	2-8yd Recycle 2X/wk	245.00	2,940.00	20.00	122.00	189.83	2,277.96	55.00	125.00	200.91	2,410.92	24.00	100.46
			0.00				0.00				0.00		
Lake in the Hills Elementary School			0.00				0.00				0.00		
519 Willow Street	1-6yd Garbage 3X/wk	155.00	1,860.00	30.00	52.00	131.72	1,580.64	55.00	54.00	198.75	2,385.00	30.00	66.25
Lake in the Hills, IL 60102	1-8yd Recycle 1X/wk	60.00	720.00	20.00	60.00	47.46	569.52	55.00	45.77	50.23	602.76	24.00	50.23
			0.00				0.00				0.00		
Lakewood School			0.00				0.00				0.00		
1651 Ravine Lane	1-8yd Garbage 4X/wk	275.00	3,300.00	40.00	69.00	234.17	2,810.04	65.00	80.00	353.33	4,239.96	40.00	88.33
Carpentersville, IL 60110	1-8yd Recycle 1X/wk	60.00	720.00	20.00	60.00	47.46	569.52	55.00	45.77	50.23	602.76	24.00	50.23
			0.00				0.00				0.00		
Liberty Elementary School			0.00				0.00				0.00		
6500 Miller Road	1-8yd Garbage 4X/wk	275.00	3,300.00	40.00	69.00	234.17	2,810.04	65.00	80.00	353.33	4,239.96	40.00	88.33
Carpentersville, IL 60110	1-8yd Recycle 1X/wk	60.00	720.00	20.00	60.00	47.46	569.52	55.00	45.77	50.23	602.76	24.00	50.23
			0.00				0.00				0.00		
Lincoln Prairie Elementary School			0.00				0.00				0.00		
500 West Harvest Gate Road	1-8yd Garbage 4X/wk	275.00	3,300.00	40.00	69.00	234.17	2,810.04	65.00	80.00	353.33	4,239.96	40.00	88.33
Lake in the Hills, IL 60102	1-8yd Recycle 1X/wk	60.00	720.00	20.00	60.00	47.46	569.52	55.00	45.77	50.23	602.76	24.00	50.23
			0.00				0.00				0.00		
Meadowdale Elementary School			0.00				0.00				0.00		
14 Ash Street	1-6yd Garbage 3X/wk	155.00	1,860.00	30.00	52.00	131.72	1,580.64	55.00	54.00	198.75	2,385.00	30.00	66.25
Carpentersville, IL 60110	1-8yd Recycle 1X/wk	60.00	720.00	20.00	60.00	47.46	569.52	55.00	45.77	50.23	602.76	24.00	50.23
			0.00				0.00				0.00		
Neubert Elementary School			0.00				0.00				0.00		
1100 Huntington Drive	1-6yd Garbage 3X/wk	155.00	1,860.00	30.00	52.00	131.72	1,580.64	55.00	54.00	198.75	2,385.00	30.00	66.25
Algonquin, IL 60102	1-8yd Recycle 1X/wk	60.00	720.00	20.00	60.00	47.46	569.52	65.00	45.77	50.23	602.76	24.00	50.23
			0.00				0.00				0.00		
Parkview Elementary School			0.00				0.00				0.00		
122 Carpenter Street	1-8yd Garbage 2X/wk	138.00	1,656.00	40.00	69.00	117.08	1,404.96	65.00	80.00	176.66	2,119.92	40.00	88.33
Carpentersville, IL 60110	3-2yd Recycle 1X/wk	45.00	540.00	15.00	45.00	40.79	489.48	30.00	45.77	37.67	452.04	15.00	37.67
			0.00				0.00				0.00		
Perry Elementary School			0.00				0.00				0.00		
251 Amarillo Drive	1-6yd Garbage 5X/wk	260.00	3,120.00	30.00	52.00	219.53	2,634.36	55.00	54.00	331.25	3,975.00	30.00	66.25
Carpentersville, IL 60110	1-8yd Recycle 1X/wk	60.00	720.00	20.00	60.00	47.46	569.52	55.00	45.77	50.23	602.76	24.00	50.23
			0.00				0.00				0.00		
Sleepy Hollow Elementary School			0.00				0.00				0.00		
898 Glen Oak Drive	1-8yd Garbage 3X/wk	207.00	2,484.00	40.00	69.00	175.62	2,107.44	65.00	80.00	265.00	3,180.00	40.00	88.33
Sleepy Hollow, IL 60118	1-8yd Recycle 1X/wk	60.00	720.00	20.00	60.00	47.46	569.52	55.00	45.77	50.23	602.76	24.00	50.23
			0.00				0.00				0.00		

Westfield Community School			0.00				0.00				0.00		
2100 Sleepy Hollow Road	2-8yd Garbage 4X/wk	554.00	6,648.00	40.00	138.00	468.33	5,619.96	65.00	125.00	706.66	8,479.92	75.00	176.66
Algonquin, IL 60102	1-10yd Recycle 3X/wk	227.00	2,724.00	20.00	76.00	177.96	2,135.52	65.00	55.00	188.36	2,260.32	30.00	62.79
			0.00				0.00				0.00		
Wright Elementary School			0.00				0.00				0.00		
1500 Ketchum Road, Hampshire	1-8yd Trash 2X/wk	138.00	1,656.00	40.00	69.00	117.08	1,404.96	65.00	80.00	176.66	2,119.92	40.00	88.33
Hampshire, IL 60140	1-6yd Recycle 1X/wk	45.00	540.00	15.00	45.00	35.59	427.08	45.00	34.03	37.67	452.04	18.00	37.67
			147,370.00				132,812.00				176,433.12		

Assumptions

Annual Costs	Based on Actuals	
Container Type	# of Pulls	
30 Yard Compactor - Trash		55
40 Yard Compactor - Trash		13
30 Yard Rolloff - Trash		42
Monthly Rates	Multiply by 12 months	

	UNIT PRICING		UPDATED UNIT PRICING	
	Republic		Republic	
CONTAINER SIZE	WASTE	RECYCLE	WASTE	RECYCLE
2 YARD	$30.00	$25.00	$30.06	$25.05
6 YARD	$55.00	$45.00	$55.11	$45.09
8 YARD	$65.00	$55.00	$65.13	$55.11
10 YARD	$75.00	$65.00	$75.15	$65.13
96 GAL TOTE	$20.00	$20.00	$20.04	$20.04
TEMPORARY ROLLOFF				
10 YARD OPEN TOP	$295.00	$175.00	$295.59	$175.35
20 YARD OPEN TOP	$320.00	$175.00	$320.64	$175.35
30 YARD OPEN TOP	$320.00	$175.00	$320.64	$175.35

0.20% INCREASE

TIMELINE – Waste and Recycling Services			
Created - 2/13/2017			
ACTION	**DATE**	**TIME**	**LOCATION**
Establish Timeline	2/13/2017		
Specifications Review/Deadline	2/13/2017		
Specifications Finalized	2/13/2017		
Legal Ad	2/14/2017		Daily Herald
Specifications Released	2/14/2017	12:00Noon	
Pre-Bid Meeting	2/21/2017	1:00PM	
Q&A Deadline	3/1/2017	12:00Noon	
CFOC/BFC Packet	3/1/2017	12:00Noon	
Bid Opening	3/6/2017	11:00AM	BH PDC-Conf
Evaluation Period	3/6-8/2017		Purchasing Office
Scope Review with Vendor	3/6-8/2017	TBA	
CFOC Meeting	3/6/2017	4:30PM	Central Office
BFC Meeting	3/6/2017	5:30PM	Central Office
Workshop Packet	3/8/2017	12:00Noon	Susan Harkin
BOE MEETING/Workshop/Approval	3/14/2017	6:30PM	Central Office
Contract or Purchase Order Released	3/17/2017		Purchasing Office
Project Begin	3/27/2017		
Project Completion			