



Owosso Public Schools Board of Education Meeting on Zoom

April 27, 2020 at 5:30 p.m.

On April 27, 2020 at 5:30 pm, the Owosso Public Schools will be holding its regularly scheduled Board Meeting. Due to Governor Whitmer's current Executive Order and the stay at home order, this meeting will be held virtually. The public may hear the meeting by contacting Superintendent Dr. Andrea Tuttle's secretary, Ms. Clara Pitt at 989-729-5678 from 1:00-5:00 pm on Monday, April 27, 2020 to receive the connection information for this meeting. There will be a time for public comment, but interested individuals may notify Ms. Pitt prior to the meeting to sign up for a time to speak. You may also share a comment to pitt@owosso.k12.mi.us by 5:00 pm on Monday, April 27 and it will be read by the Superintendent to the Board of Education. Reminder that the Board does not respond to public comments.



OWOSSO PUBLIC SCHOOLS
Ready for the World

**Board of Education Agenda
April 27, 2020
5:30 pm Regular Meeting**

Washington Campus
645 Alger Street
Owosso, Michigan 48867

1. Call to Order																																
2. Pledge of Allegiance																																
3. Board Correspondence: Superintendent's Report Curriculum Director's Report																																
4. Public Participation																																
5. For Action																																
<table border="1"> <tr> <td colspan="3">Consent Agenda:</td> </tr> <tr> <td>February 24, 2020 Minutes-----</td> <td>Report 19-220</td> <td>Page 1</td> </tr> <tr> <td>April 13, 2020 Committee of the Whole Meeting Minutes-----</td> <td>Report 19-221</td> <td>Page 7</td> </tr> <tr> <td>Current Bills-----</td> <td>Report 19-222</td> <td>Page 11</td> </tr> <tr> <td>Financials-----</td> <td>Report 19-223</td> <td>Page 23</td> </tr> <tr> <td>Resolution to Grant Emergency Powers to the Superintendent-----</td> <td>Report 19-224</td> <td>Page 26</td> </tr> <tr> <td>403(b) Pre-Approved Plan Documents-----</td> <td>Report 19-225</td> <td>Page 29</td> </tr> <tr> <td>Approval of Baker College of Owosso Pathways Contract-----</td> <td>Report 19-226</td> <td>Page 79</td> </tr> <tr> <td>Cafeteria Plan COVID 19 Addendum-----</td> <td>Report 19-227</td> <td>Page 89</td> </tr> <tr> <td>Sinking Fund Miscellaneous Site Improvement Bids-----</td> <td>Report 19-228</td> <td>Page 92</td> </tr> </table>			Consent Agenda:			February 24, 2020 Minutes-----	Report 19-220	Page 1	April 13, 2020 Committee of the Whole Meeting Minutes-----	Report 19-221	Page 7	Current Bills-----	Report 19-222	Page 11	Financials-----	Report 19-223	Page 23	Resolution to Grant Emergency Powers to the Superintendent-----	Report 19-224	Page 26	403(b) Pre-Approved Plan Documents-----	Report 19-225	Page 29	Approval of Baker College of Owosso Pathways Contract-----	Report 19-226	Page 79	Cafeteria Plan COVID 19 Addendum-----	Report 19-227	Page 89	Sinking Fund Miscellaneous Site Improvement Bids-----	Report 19-228	Page 92
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Sinking Fund Miscellaneous Site Improvement Bids-----	Report 19-228	Page 92																														
6. For Future Action																																
<table border="1"> <tr> <td>Student Handbook Revisions for 2020-2021-----</td> <td>Report 19-229</td> <td>Page 94</td> </tr> <tr> <td>SRES 2020 Budget Approval-----</td> <td>Report 19-230</td> <td>Page 95</td> </tr> <tr> <td>ESS Midwest (formerly PCMI/Willsub) Contract Approval-----</td> <td>Report 19-231</td> <td>Page 100</td> </tr> </table>			Student Handbook Revisions for 2020-2021-----	Report 19-229	Page 94	SRES 2020 Budget Approval-----	Report 19-230	Page 95	ESS Midwest (formerly PCMI/Willsub) Contract Approval-----	Report 19-231	Page 100																					
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8. Public Participation																																
9. Board Reports: Board Member Comments/Updates																																
10. Upcoming Board Meeting Dates: May 11: Regular Board Meeting, 5:30 pm (meeting held on second Monday of the month due to Memorial Day)																																
11. Adjournment:																																

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting
Board Policy 0166



OWOSSO PUBLIC SCHOOLS

Ready for the World

Public Participation at Board Meetings

The Board of Education is a public body and recognizes the value of public comment on educational issues. Time has been included in the meeting's agenda for public participation. Members of the audience are reminded that they should announce their name and group affiliation when applicable and to limit their participation time to three minutes or less. Comments should be directed to the Board and be relevant to the business of the Board of Education. This is not an opportunity for dialogue with the Board of Education. The rules of common courtesy should also be observed.

BOARD GUARANTEE (Adopted May 2006)

We have been elected by the members of our community and choose to serve our fellow citizens to deliver the best possible programs and services to our children.

Therefore, we guarantee that:

We will serve with pride. We have been given the opportunity to make a difference in the lives of children and the quality of life in our community, and we are proud to accept that challenge.

We will treat students, parents, citizens, staff and fellow board members with dignity and respect.

We will be informed, knowledgeable and prepared before making decisions that affect the education of students. We will stay up-to-date so that our decisions will be based on the most recent information. We will model our belief that learning is a lifelong process.

We will do our part to work as a team with administrators, teachers, support staff, parents, students and citizens so that the entire learning atmosphere of our school will be one of warmth and caring. We will do this by becoming a part of district committees such as cross-functional, professional governance council (PGC) and many more.

We will maintain the policy making role of the Board and represent this to the constituents of the district by informal communications and referral to the proper channels for consideration of concerns and suggestions.

We will be enthusiastic and energetic in our support of the work in our schools by students, staff and volunteers. We will model this behavior by attending school sponsored events and working toward board certification through class work.

We will represent and reflect all segments of the community and base our decisions on sound policy and ethical principle that is in the best interest of all students. We will do this by basing our decisions on data and survey work on an annual basis. We will also take the time to have formal and informal conversations with our community.

Timothy Jenc
President



Rick Mowen
Vice-President



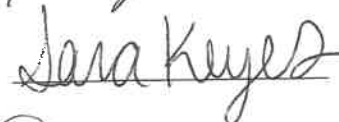
Marlene Webster
Treasurer



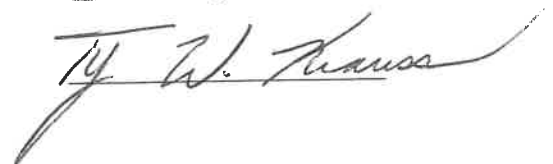
Shelly Ochodnicky
Secretary



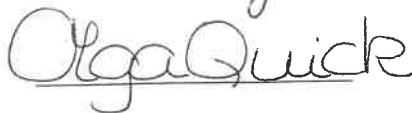
Sara Keyes
Trustee



Ty Krauss
Trustee



Olga Quick
Trustee



Board Guarantee check points will run in conjunction with the Superintendent dialogue sessions.



OWOSSO PUBLIC SCHOOLS

Ready for the World

BOARD OF EDUCATION NORMS

- Open, Honest, and Timely Communication
- Prepared
- Committed
- Unified
- Disagree Without Conflict
- Punctual (notify if absent)
- Responsive (48 hour rule)
- Students First
- No Surprises

OWOSSO PUBLIC SCHOOLS
Board of Education Minutes
February 24, 2020
Report 19-220

President Jenc called the meeting of the Board of Education to order at 5:30 pm. The meeting was held in the media center located at Owosso High School, 765 E. North Street, Owosso, Michigan.

Present: Jenc, Keyes, Krauss, Mowen, Ochodnick, Quick
 Absent: Marlene Webster (Motions of the Board of Education that were unanimous did not include Treasurer Marlene Webster)

Pledge of Allegiance

Building Reports

As part of the Celebrate Kids! segment of the meeting, Lincoln Alternative High School was recognized as the Michigan Alternative Athletic Association's (MAAA) overall winners of the State Volleyball Tournament and the State Bowling Tournament. Lincoln High School Principal Steve Irelan acknowledged LHS Teacher Stephen Stauffer and SRESO Social Worker Deb Baughman for coaching, scheduling the sporting events and organizing transportation. Mrs. Baughman addressed the Board and stated that there are many things that connect students to school and sports is very important as well. Sports provide students with motivation, inspiration, and a sense of community as was evident during the tournaments. Members of the MAAA Volleyball team included Alex Beal, Hannah Bernath, Damean Dibean, Sandra Garcia, Mattie Holden, Brianna hunt, Stewart Iler, Sebastian Jameson, Preston Keyes, Kya Palmer, Karynn Sherburne, and Connor Stinson. Mrs. Baughman thanked the Board for allowing the students the opportunity to participate and compete in sporting events.

Superintendent Dr. Tuttle praised the Lincoln student athletes for achieving a state championship title in volleyball. She stated that she was very impressed with the talent, sportsmanship, and the encouragement they displayed among themselves and with their opponents. The coaches that volunteered their time and the student participants were also applauded by Superintendent Dr. Tuttle.

Vice President Rick Mowen remarked that the virtues described by Superintendent Dr. Tuttle are great on the court but will also serve the students well in life. He thanked the LHS winning athletes for representing the District so well.

Lincoln Alternative High School Principal Steve Irelan recognized the members of the Michigan Alternative Athletic Association State Bowling Tournament overall winners. The winning team members were Cole Comstock, Sebastian Jameson, Gavin Palmer, Caitlyn Prichard, and Jared Snyder. Mr. Irelan remarked that after winning the State Volleyball and Bowling Tournaments, he observed the most joy he has witnessed from the LHS student body since he has been their principal.

President Tim Jenc expressed his sincere gratitude to the LHS coaches and players for winning two state championships in one season. He recalled LHS also winning the state boys' basketball championship a few years ago.

Superintendent Dr. Tuttle thanked the parents of the LHS athletes for their support.

President Tim Jenc welcomed Board of Education Student Representative Tyler Hoag to his first meeting.

Board of Education Student Representative Tyler Hoag thanked the Board of Education and Superintendent Dr. Tuttle. He explained that this past month has been very busy at Owosso High School.

Tyler Hoag reported that in sports related news Colton Blaha is the Regional Wrestling Champion and will be competing at Ford Field on March 6 and March 7 for the State Championship Title. The boys' varsity swim team recently completed their "Hell Week" practices where they swam over 26 miles in the

course of one week in preparation for their conference meet. The varsity bowling team will travel to regionals during the upcoming weekend with hopes of going to the state meet again this year.

Tyler Hoag announced that the Virtual Enterprise team lead by Mr. Mike Gregory recently traveled to Chicago for the Great Lakes Trade Show Competition. The team placed in the top 25% of schools for their newsletter design. The team also received honorable mention for their sales pitch and marketing plan.

Tyler Hoag informed the Board that in the fine arts department choir is wrapping up preparations for a pre-festival choir concert that will take place on February 26. The choir will participate in festival on March 2 at Saginaw Valley State University. Tyler stated that a meeting will be held later that evening for choir students to finalize plans for their upcoming New York City trip. A select group of band students participated in Solo and Ensemble in Bay City on February 8 and each student from OHS received a one which is the highest rating possible. The OHS Drama Club earned first place in the regional competition and qualified for the state competition where they received third place out of six competing schools for the third consecutive year. The Drama Club is preparing for their next performance that will take place the first weekend in May titled "Little Shop of Horrors".

Tyler Hoag reported that on February 14 the Model UN team traveled to Central Michigan University to compete in the Chipmunk Conference. The entire team received an outstanding delegation award which is one of the highest awards given at the conference. Peer awards were also earned by OHS senior Nathan Turner and junior Tyler Hoag.

Tyler Hoag stated that the OHS Student Government is hard at work preparing for the Domino Effect Project that demonstrates how one small change can make a difference. The OHS Robotics Team will travel to Kettering University on February 28 to compete in a series of task.

Tyler Hoag thanked the members of the Board of Education for the opportunity to represent Owosso High School. He stated that he is grateful to be the voice for his school. His predecessor Caden Whitehorse was praised for showing him the ropes and being a great friend during the transition.

Board Correspondence

Superintendent Dr. Andrea Tuttle invited the Board to her State of the District address that will occur on March 4th. This year a Teacher of the Year and Staff Member of the Year will be announced during the address by OPS Foundation President Matt Van Epps. A reception honoring the recipients will occur prior to the March 23 Board meeting from 4-5 pm.

Superintendent Dr. Tuttle informed the Board that currently kindergarten registration numbers are good with 170 students already registered. Elementary buildings will host their annual registration the first week of March. The goal is to have 250 students registered for kindergarten by the start of the new school year.

Superintendent Dr. Tuttle remarked that the Jazz Band Dinner Dance was once again a great event.

Curriculum Director Steve Brooks applauded Tyler Hoag on a fantastic job of covering high school events.

Curriculum Director Steve Brooks reported that March is Reading Month festivities are planned at the elementary buildings. The annual event promotes reading.

Curriculum Director Steve Brooks announced that Owosso Public Schools is the recipient of an Amazon grant for the second consecutive year. The grant money will be used to teach computer science I and II at Lincoln Alternative High School. LHS teacher Stephen Stauffer was instrumental in obtaining the grant and the necessary training.

Curriculum Director Steve Brooks reported that the District is preparing for the MiPHY student health survey that will be administered to seventh, ninth and eleventh grade students. The survey will take place after parent notification letters have been sent out.

Curriculum Director Steve Brooks stated that the first of nine District videos promoting kindergarten registration was recently released on Facebook. The next video is expected to be released the first week of March.

Public Participation

President Jenc stated that the Board of Education is a public body and recognizes the value of public comment on educational issues. Time has been included in the meeting's agenda for public participation. Members of the audience were reminded that they should announce their name and group affiliation when applicable and to limit their participation time to three minutes or less. Comments should be directed to the Board and be relevant to the business of the Board of Education. This is not an opportunity for dialogue with the Board of Education. The rules of common courtesy should also be observed.

Michele Schmitz, LHS teacher announced that the second annual Chopped fundraising event that is similar to the television show will take place on March 16 from 5-7 pm at the Washington Campus. She encouraged the Board to promote this event. Tickets are \$10 each if purchased in advance and \$15 at the door. Chefs Aaron and Hannah Poyner were recognized for their efforts and assistance. Proceeds from the event will help sustain the community food pantry that is located in the Washington Campus.

Nathan Henne, City Manager of Owosso commented that he was in attendance at the meeting to offer the city's support of the middle school purchase agreement. He thanked Community Housing Network (CHN) for taking a risk in the community. He remarked that the middle school is a sizeable building in the heart of downtown Owosso and he is confident that CHN is the group to make the project a reality. He stated that it is very important to the community that the historic building be preserved and repurposed. The staff of OPS specifically Mr. Rich Collins, Mr. John Klapko, and Superintendent Dr. Tuttle were thanked for the amount of time and effort they have put in to make the deal happen. Justin Horvath, Mayor Chris Eveleth and representatives from CHN were also thanked for their support.

City of Owosso Mayor Chris Eveleth echoed City Manager Nathan Henne's comments. Mayor Eveleth pointed out that the Presidential Primary is March 10 and included on the ballot is a ten-million-dollar street bond to continue the city's investment in infrastructure. An identical street bond was passed by voters in 2016 and the city has gone through over half of this budget. The entire budget for the City of Owosso is between six and seven million dollars and since 2016 they have invested 18 million dollars in infrastructure improvements. It is hoped that the proposed street bond will do the same. The city is attempting to complete several of its mid-level streets which cost approximately .5 million dollars per mile to reconstruct. Streets that are in serious disrepair cost about four million dollars a mile to reconstruct. The city is targeting mid-level streets in an attempt to get as many miles repaired as possible. Mayor Eveleth informed the Board that plans are in place to reconstruct North Street this summer. He stated that it is hoped that tax payers will once again make another investment in the City's infrastructure.

For Action

- Moved by Mowen, supported by Krauss to approve the January 27, 2020 regular meeting minutes, February 10, 2020 committee of the whole minutes, current bills, and financials as presented. Motion carried unanimously.
- Moved by Mowen, supported by Krauss to adopt revised policies 1420 – School Administrator Evaluation and 3220 – Professional Staff Evaluation as a second reading. Motion carried unanimously.
- Moved by Mowen, supported by Krauss to adopt new policy 2265 – Child Care Center Staff and Volunteers as a second reading. Motion carried unanimously.
- Moved by Mowen, supported by Krauss to adopt revised policy 2450 – Community and Adult Education as a second reading. Motion carried unanimously.
- Moved by Mowen, supported by Krauss to adopt revised policy 2628 – State Aid Incentives as a second reading. Motion carried unanimously.

- Moved by Mowen, supported by Krauss to adopt revised policy 3210 – Staff Ethics as a second reading. Motion carried unanimously.
- Moved by Mowen, supported by Krauss to adopt new policy 5230 – Late Arrival and Early Dismissal as a second reading. Motion carried unanimously.
- Moved by Mowen, supported by Krauss to adopt revised policy 5330.02 – Opioid Antagonists as a second reading. Motion carried unanimously.
- Moved by Mowen, supported by Krauss to adopt revised policy 6800 – System of Accounting as a second reading. Motion carried unanimously.
- Moved by Mowen, supported by Krauss to adopt revised policy 7300 – Disposition of Real Property as a second reading. Motion carried unanimously.
- Moved by Mowen, supported by Krauss to adopt new policy 7440.03 – Small Unmanned Aircraft Systems as a second reading. Motion carried unanimously.
- Moved by Mowen, supported by Krauss to adopt revised policy 8462 – Student Abuse and Neglect as a second reading. Motion carried unanimously.
- Moved by Mowen, supported by Krauss to adopt revised policy 2410 – Prohibition of Referral or Assistance as a second reading. Motion carried unanimously.
- Moved by Mowen, supported by Krauss to adopt revised policy 2414 – Reproductive Health and Family Planning as a second reading. Motion carried unanimously.
- Moved by Mowen, supported by Krauss to adopt revised policy 2418 – Sex Education as a first reading. Motion carried unanimously.
- Moved by Ochodnicki, supported by Keyes to adopt the revised resolution to the appropriations of the General Fund for the 2019-20 fiscal year. The projected fund balance as of June 30, 2020 is \$3,464,455 or roughly 10% in fund balance and is higher than the fund balance that was originally projected primarily due to the increase in state aid that came in after the original budget was presented. Motion carried unanimously.
- Moved by Mowen, supported by Quick to adopt the revised resolution to the appropriations of the School Service Fund for the 2019-20 fiscal year. Superintendent Dr. Tuttle reminded the Board that the District is required by law to spend down this fund which is essentially the food service fund. It is estimated to have an ending fund balance of \$4,470 as of June 30, 2020. Motion carried unanimously.
- Moved by Keyes, supported by Mowen to authorize the purchase of fitness center equipment for the new fitness center that will be located in the secondary campus. Superintendent Dr. Tuttle commented that she is extremely grateful for the sponsorship agreement between the District and Memorial Healthcare that allows for \$90,000 to be garnered over a three-year fiscal period for the purchase of fitness equipment to outfit the new fitness center at the secondary campus. The majority of the equipment will be purchased from Extreme Training Equipment which was the lowest bidder in an amount not to exceed \$70,432. Additionally, equipment will be purchased from Wright Equipment in an amount not to exceed \$4,190.69 and from Rogue, Perform X, Rae Crowther, BiggerFasterStrong.com and Amazon in an amount not to exceed \$8,355.02. Motion carried unanimously.
- Moved by Mowen, supported by Quick to authorize the Superintendent to enter into a contract with GST (Genesee Shiawassee Thumb) Michigan Works through June 30, 2020 to take effect immediately upon signature at the February 24, 2020 meeting. Michigan Works has proposed a contract with the District to provide On-The-Job Training (OJT) for eligible employees whereby the GST Michigan Works would reimburse the District training costs associated with “onboarding” new support staff as outlined in the agreement. Motion carried unanimously.
- Moved by Ochodnicki, supported by Mowen to authorize the Superintendent to sign the contract for the audio system for the secondary campus with Digital Age Technologies from Davison, MI in an amount not to exceed \$75,910 (base bid of \$70,944 with 7% or \$4,966 for contingencies). The proposed audio systems are to be installed in the new middle school gym, current high school gym, cafeteria and pool, as well as provide a new portable audio system for the secondary campus to be used primarily for Board of Education meetings. Motion carried unanimously.
- Moved by Quick, supported by Mowen to authorize the Owosso Public School’s transportation and food service departments to authorize the disposition by sale, donation, trade, or discard of two buses and one Hobart mixer. Motion carried unanimously.

- Moved by Ochodnicki, supported by Mowen to authorize the Superintendent to sign the proposed purchase agreement with CHN (Community Housing Network) for the sale of the current Middle School located at 219 N. Water Street. Superintendent Dr. Tuttle commented that it is very impressive to have the individuals sitting in the audience that have supported, worked with and assisted the District in not only this purchase agreement, but past ones as well. The Board of Education has continuously stated that they are more interested in what will become of the building than the revenue from the sale, noting that the revenue is also important to the community. CHN has proven itself in its attempts to resolve flood plain issues with the river. It was noted that CHN has to achieve certain milestones for grant and approval processes in order to proceed with the purchase. CHN has a good reputation in moving forward with projects of this nature and since the plan is consistent with the desires outlined by the Board in the request for proposal for the prospective buyers of the property, it is considered to be worthy of presenting the agreement to the Board for consideration for approval and is supported by Superintendent Dr. Tuttle. Motion carried unanimously.
- Moved by Quick, supported by Mowen to approve the contract with Spicer Group, as presented, for retention of their services for the Sinking Fund Project Administration for the Summer of 2020 projects. Superintendent Dr. Tuttle commented that the District has been satisfied with the service provided by Spicer for assisting with the administration and architectural services for the sinking fund over the years. The total estimated fee for the summer of 2020 projects is \$133,500 which is inclusive of administration, procurement, field service and design. Fees will be paid out of sinking fund proceeds. Motion carried unanimously.

For Future Action

- The Board of Education will be asked to adopt the accompanying pre-approved IRS plan documents “Volume Submitter Plan Document No. 04” and “Volume Submitter 403(b) Agreement #04002 as presented. Chief Financial Officer Julie Omer informed the Board that adoption will assure that the District’s plan documents are compliant with the provisions for plan documents outlined in the IRS code for 403(b) plans.

For Information

Superintendent Dr. Tuttle reported that Vickie Petitti has accepted the 4.25-hour Bus Driver position.

Public Participation

There were no comments from the meeting’s audience.

Board Member Comments/Updates

Trustee Ty Krauss thanked Mayor Chris Eveleth, City Manager Nathan Henne, Justin Horvath, and the Shiawassee Economic Development Partnership (SEDP) for their efforts to promote the sale of the middle school. He stated that it means a lot to the Board of Education to know that they have partners within the community that support the District.

Trustee Sara Keyes also expressed appreciation for the support that the District and community has received from the City and representatives of SEDP. Mrs. Keyes stated that she works for the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and they annually hold a big celebration to recognize Earth Day. She stated that she spoke with Owosso Middle School Principal Rich Collins about the Earth Day celebration and they plan to send students on April 22 to experience their free exhibits.

Vice President Rick Mowen stated that during the meeting the Board listened to the value of teamwork among our students, as well as the Chamber of Commerce and City of Owosso working together on the sale of the middle school. He remarked that downtown Owosso will benefit greatly from the CHN middle school proposal. Mr. Mowen referenced the day’s edition of the Argus Press and a very nice article about Owosso High School Teacher and Chef Hannah Poyner.

Secretary Shelly Ochodnicki thanked Community Education Director Jessica Thompson and Curriculum Director Steve Brooks for their hard work on the creative videos that are being released by the District and the phenomenal Kindergarten Registration packets. Mrs. Ochodnicki also recognized OHS graduates Christopher and Nicolas Pilon for creating the videos.

Trustee Olga Quick also echoed her sentiments regarding the sale of the middle school and the support the District has received from the City of Owosso. She also thanked CHN for attending the meeting and the time and energy they have invested in the purchase agreement. Mrs. Quick applauded the LHS volleyball and bowling teams for winning their state tournaments. She remarked that it is wonderful to witness the sense of pride exhibited by the students. Mrs. Quick commented that the recent Jazz Band Dinner Dance was quite an event and was very well attended. She stated that the talent of the student musicians is incredible. Mr. Jordan Sterk, Mr. Mike Tolrud and the Band Boosters were acknowledged for the time they put into making the event a success. Superintendent Dr. Tuttle was also thanked for attending the Dinner Dance. Mrs. Quick announced that Band Festival is coming up soon and encouraged the Board to attend. She remarked that she is always impressed with the student's ability to site read and perform a piece of music in a matter of five minutes.

President Tim Jenc referenced an article that was in the Argus Press over the weekend about the SRES and Career and Educational Training courses that are available to students in the county. Mr. Jenc highlighted the numerous classes that Owosso High School provides to its students in comparison to other school districts in the county.

Upcoming Board Meeting Dates:

March 9: Committee of the Whole, 5:30 pm

March 23: Board Meeting, 5:30 pm

Important Upcoming Dates:

February 25: OMS Band Festival Concert, 7 pm

February 26: OHS Choir Concert @ OMS Auditorium, 7 pm

February 27: Half Day for Elementary Only: Parent/Teacher Conferences (1-3:30 pm and 5-8 pm)

Parent Teacher

March 2: Kindergarten Registration, Central Elementary, 4:30-8 pm

March 3: Kindergarten Registration, Bryant Elementary, 4:30-8 pm

March 4: Half Day for All Students. District-wide PD in afternoon

March 4: Superintendent Dr. Tuttle's State of the District Address @ OHS Gym, 2:30-3 pm

March 4: Bentley Bright Beginnings Preschool Registration, 9-11 am and 5-7 pm

March 5: Kindergarten Registration, Emerson Elementary, 4:30-8 pm

March 6: MSBOA District V Band Festival, Perry High School, 6-10 pm

March 7: MSBOA District V Band Festival, Perry High School, 10 am-7 pm

March 10: OHS Host Girls' Basketball Regionals, 5 pm

March 10: Shiawassee Scholars Reception @ D'Mar, 7pm

March 11: County Wide School Board Dinner Meeting @ D'Mar, 6 pm

March 11: Bryant Elementary Third Grade Music Concert, 7 pm

March 12: Emerson Elementary Third Grade Music Concert, 7 pm

March 13: End of 3rd Marking Period and End of LHS 2nd Trimester

March 16: OHS Host Boys' Basketball Regionals, 5 pm

March 16: Chopped 2 Competition @ LHS Gym, 5 pm

March 16: Central Elementary Third Grade Music Concert, 7 pm

March 16: OHS Oscars, 7 pm

March 17: OHS Spring Sports Parent Meeting, 6 pm

March 18: OHS Host Boys' Basketball Regionals, 6 pm

March 22: OHS Art Show 1 pm

Adjournment

Moved by Ochodnicky, supported by Mowen to adjourn at 6:18 pm. Motion carried unanimously.

Minutes recorded by Clara Pitt

Respectfully submitted,

Shelly Ochodnicky, Secretary

OWOSSO PUBLIC SCHOOLS
Board of Education Committee of the Whole Meeting Minutes
April 13, 2020
Report 19-221

President Jenc called the Board of Education Committee of the Whole Meeting to order at 5:30 pm. Due to Governor Whitmer's current Executive Order and the stay at home order, the meeting was held remotely at the Washington Campus, 645 Alger Street, Owosso, MI 48867.

Pledge of Allegiance

Roll Call

Secretary Ochodnicky conducted a roll call of members virtually present at the meeting.

Present: Tim Jenc, Sara Keyes, Ty Krauss, Shelly Ochodnicky, Olga Quick, Marlene Webster
 Absent: Rick Mowen

Public Participation

President Jenc stated that the Board of Education is a public body and recognizes the value of public comment on educational issues. Time has been included in the meeting's agenda for public participation. Members of the audience were reminded that they should announce their name and group affiliation when applicable and to limit their participation time to three minutes or less. Comments should be directed to the Board and be relevant to the business of the Board of Education. This is not an opportunity for dialogue with the Board of Education. The rules of common courtesy should also be observed.

There were no comments from the public.

Superintendent Dr. Tuttle explained that in compliance with the Open Meetings Act, if people want to participate in future meetings they should contact Ms. Clara Pitt at 989-729-5678 to obtain the telephone number and access code for the meeting. She explained that the Board of Education was sent an email that contained the meeting's agenda. Dr. Tuttle stated that this an informational meeting and time will be allotted after each agenda item for questions/comments from the Board.

Emergency Remote Learning Plan – Communication with Teachers

Superintendent Dr. Tuttle shared the Remote Learning Plan that was created by the District in response to the pandemic. Schools are expected to provide emergency remote learning to students until the school calendar ends on June 5. It was noted that the Remote Learning Plan was submitted to MDE and a copy was included in the packet for the Board's review. Prior to sending out the plan, information was gathered from staff in regards to student connectivity. The plan was sent out to staff two weeks prior and began that day. Each teacher has 30 students that they must check on weekly and they have been asked to have office hours from 9-11 am on Monday - Friday. Teachers are being asked to document all of their lessons so the District can showcase these to the state if needed. Paper and pencil packets are also being distributed to students that have connectivity issues in conjunction with food deliveries. Any student that needs an electronic device to complete their studies have been asked to contact their building administrator. Families have been given options for connectivity and as a last resort, the District is working to provide connectivity in the high school parking lot in the near future.

Marlene Webster asked how many students do not have connectivity. Superintendent Dr. Tuttle stated that teachers were asked to call families and it is believed that this effects approximately 20% of students. Mrs. Webster remarked that these same students may also have transportation issues. Superintendent Dr. Tuttle explained that teachers were asked to inquire about transportation issues also when they contact their students.

Sara Keyes stated that she believes Charter is offering free internet for students that do not have connectivity. Superintendent Dr. Tuttle stated that the telephone numbers for Charter and Day Starr have been provided to families.

Olga Quick remarked that Charter will only provide service if the family does not have an outstanding balance. She complimented the staff of OPS on an incredible job of reaching out to students.

Superintendent Dr. Tuttle praised the Child Advocacy Center for supporting and assisting the District. The District's Liaison Officers are also conducting student wellness checks. Teachers have been asked to inform their administrator if they have students that they are unable to contact. Superintendent Dr. Tuttle stated that the lessons provided to students are not mandatory and it is the District's intention to advance all student to the next grade level. The teachers of Owosso Public Schools were praised for their desire to help kids during this unprecedented time. Students also have the option to reach out to their teachers if they want to try and improve their grades.

COVID Response Plan

Superintendent Dr. Tuttle shared the Continuity of Learning and COVID 19 Response Plan that will be submitted to the SRES. She stated that the plan is still in draft form and thanked Julie Omer and Steve Brooks for answering questions specific to the plan.

Parent Questions and Answers

Superintendent Dr. Tuttle explained that the District remains committed to providing clear communication to our families, community, and staff members. It is understood that families have many questions at this time. A document has been provided to families that answers many of the questions that have been received to date, following Governor Whitmer's Executive Order to close schools for the remainder of this school year. The Board was encouraged to review this document.

Bond Update

Superintendent Dr. Tuttle informed the Board that a conference call took place the week prior with Clark Construction. Prior to the pandemic, the goal was to have grades 6-8 students in the new building beginning in the fall of 2020. Unfortunately, this has now been moved to December 2020. Under the Governor's Executive Order, the construction has stopped. The Board was provided a timeline that covers every element of the construction. Everything currently hinges on when construction can resume.

Ty Krauss asked if the District is incurring a cost for every day that the job is not completed. Superintendent Dr. Tuttle informed Mr. Krauss that there is no additional cost to the District.

Sinking Fund Bid Opening

Superintendent Dr. Tuttle reported that an addendum that extends the sinking fund bid openings to April 15th at 3 pm was provided. This will be a virtual bid opening and at least two representatives from Spicer will participate. District and contractors/public may participate as well. An invitation will be emailed to all plan holders for the project. The bid date was pushed back a week to answer contractor questions and to solicit more interest in the bid.

Graduation

Superintendent Dr. Tuttle informed the Board that they have received a lot of communications from parents in regards to graduation. She explained the glitches that have occurred during previous attempts to get the information out to students and their families. Some parents would like the District to postpone commencement. A traditional graduation option on the original scheduled date does not appear to be an option at this time. Superintendent Dr. Tuttle shared an alternative graduation option with the Board. The option would include WOAP/Sparty Nation hosting this through their own donation in the OHS parking lot and feature a parade through town. Details of this option and the proposed letter that would be sent to the graduates was shared with the Board.

Shelly Ochodnicky commented that she appreciates the proposed letter and feels it was well thought out and written. She remarked that the District has received a lot of pressure about developing a graduation plan.

Ty Krauss stated that he also likes the proposed letter and feels that it is appropriate.

Sara Keyes commented that she has a senior. Students are upset because they feel it is a “drive-thru” graduation and they were not given an opportunity to provide their input. The students want a traditional ceremony and have started a petition to hold it at a later date.

Superintendent Dr. Tuttle remarked that she can appreciate where everyone is coming from and realizes that seniors are missing out on a lot. Due to the Governor’s Executive Order we cannot make any promises. Dr. Tuttle commented that she wants the graduates to know that they have earned a graduation and wants them to experience it. The District is thinking of everything that can be done to make this possible.

Marlene Webster stated that she has a nephew that is graduating in another state and there is no plan for their graduation ceremony. If families understand the full weight of gatherings they will accept this. A formal event cannot happen and may not be able to happen until later in the fall.

Tim Jenc remarked that he listened to the Governor earlier that day and believes she is going to add another extension beyond May1.

Olga Quick commented that she appreciates the energy that has been put into the plan. One of her concerns is to have closure for the students so they can say goodbye to their teachers.

Superintendent Dr. Tuttle stated that she is open to any thought out plans that will bring closure for the graduates.

Ty Krauss stated that he appreciates the efforts and being proactive in coming up with a plan for graduation. This shows the community that an effort is being made to accommodate the seniors.

Essential Employee Letter

Superintendent Dr. Tuttle explained that a letter has been drafted for essential employees to carry in their cars in case they are stopped by police when traveling to their job.

Food Distribution

Superintendent Dr. Tuttle shared a flyer containing important details about food distribution. Beginning on Tuesday, April 14 food distribution will occur at the middle school on Tuesdays and Fridays only from 10 am – 12 pm. Delivery service will continue. A tremendous amount of volunteers has made this possible. Marlene Webster was thanked by Superintendent Dr. Tuttle for coordinating the volunteers that are delivering to the homes of students that cannot pick up the food.

Marlene Webster stated that they are delivering food to approximately 80 homes, which includes about 264 kids. The District is serving about 1,100 meals a day to our kids with about one-half on the delivery schedule and the other half picking up. She remarked that it has been an incredible effort by the OPS staff. This has meant a whole lot to families and their wellness.

Letters of Agreement for Teachers and Support Staff

Superintendent Dr. Tuttle explained that Letters of Agreement (LOA) have been drafted for the Continuity of Learning Plan that is due to the extended COVID 19 school closure. The LOA’s are currently being reviewed by District attorneys.

Negotiations

Superintendent Dr. Tuttle stated that due to the numerous unknown's negotiations are currently on hold. The 2020-21 school year is still slated to begin after Labor Day.

Compensation of Employees

Superintendent Dr. Tuttle informed the Board that one of the caveats of the Governor's Executive Order, in order to continue to receive the full state aid for the K-12 education for the remainder of the year, is that the District must continue to pay their employees. The plan that has been worked out by the District was shared with the Board.

Liaison Officers

Superintendent Dr. Tuttle explained that the Liaison Officers are paid out of At-Risk funds that include a lot of stipulations for students that are at risk. The officers are assisting the District with student wellness checks and continue to be paid.

Review April 27 Board Meeting Agenda

Superintendent Dr. Tuttle reviewed the proposed April 27th regular meeting agenda with the Board. She explained that the 2020-2021 student handbook revisions will be presented for future action. The meeting will be a virtual meeting similar to the committee meeting.

Adjournment

President Jenc adjourned the meeting at 6:49 pm

Minutes recorded by Clara Pitt

Respectfully submitted,

Shelly Ochodnicki, Secretary

OWOSSO PUBLIC SCHOOLS
EXPENDITURE REPORT
2/17/2020-4/19/2020
REPORT 19-222

CHECK RUN ACTIVITY BY FUND

GENERAL FUND	\$1,244,854.23
SERVICE FUND	\$82,654.38
SINKING FUND	\$27,234.50
CAPITAL PROJECTS - BOND FUND	\$5,414,784.97
CAPITAL PROJECTS - COOK FAMILY FOUNDATION	\$0.00

CHECK RUN TOTAL	<u>\$6,769,528.08</u>
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CREDIT CARD ACTIVITY BY FUND

GENERAL FUND (2/05-3/04/2020)	\$ 31,134.79
SERVICE FUND (2/05-3/04/2020)	\$ 1,096.62
ORGANIZATIONAL FUND (2/05-3/04/2020)	\$ 1,127.64
GENERAL FUND (3/05-4/03/2020)	\$ 11,973.03
SERVICE FUND (3/05-4/03/2020)	\$ (25.00)
ORGANIZATIONAL FUND (3/05-4/03/2020)	\$ 283.95

CREDIT CARD TOTAL	<u>\$ 45,591.03</u>
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GORDON FOOD SERVICE ACTIVITY (SERVICE FUND)

ELECTRONIC FUNDS TRANSFER -2/20/2020	\$ 4,092.48
ELECTRONIC FUNDS TRANSFER -2/24/2020	\$ 8,094.47
ELECTRONIC FUNDS TRANSFER -2/27/2020	\$ 6,629.82
ELECTRONIC FUNDS TRANSFER -3/02/2020	\$ 8,410.01
ELECTRONIC FUNDS TRANSFER -3/06/2020	\$ 10,063.76
ELECTRONIC FUNDS TRANSFER -3/13/2020	\$ 14,472.36
ELECTRONIC FUNDS TRANSFER -3/26/2020	\$ 2,789.59
ELECTRONIC FUNDS TRANSFER -4/12/2020	\$ 3,748.58

DIRECT DRAW FROM BANK ACCOUNT

	<u>\$ 58,301.07</u>
PAYROLL (#18) 2/28/2020	\$ 813,976.96
PAYROLL (#19) 3/13/2020	\$ 906,638.16
PAYROLL (#20) 3/27/2020	\$ 837,710.42
PAYROLL (#21) 4/10/2020	\$ 752,359.47
STABILIZATION - 2/25/2020	\$ 184,209.88
STABILIZATION - 4/06/2020	\$ 184,209.88
	<u>\$ 3,679,104.77</u>

GRAND TOTAL	<u>\$ 10,552,524.95</u>
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Detailed payment information can be obtained from the Chief Financial Officer, Julie Omer, by calling (989) 723-8131 or by mailing a written request to Owosso Public Schools, P.O. Box 340, 645 Alger Street, Owosso, MI 48867

04/21/2020 10:08 am

Owosso Schools

Page: 1

Check Register for Bank Account ID CHEM1

From 02/17/2020 to 04/19/2020

From Check First to Last

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101566	02/20/2020	1	Comp	Cleared	02/29/2020 000278 APPLEBEE OIL COMPANY	TRANS/SECOR/FUEL	1,610.00
101567	02/20/2020	1	Comp	Cleared	02/29/2020 000300 ARGUS-PRESS CO.	TRANS/SECOR/BUS BID AD	8.00
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101571	02/20/2020	1	Comp	Cleared	02/29/2020 008849 COHOON, TAMMY	OPER/COHOON/MILEAGE	60.86
101572	02/20/2020	1	Comp	Cleared	03/31/2020 001202 CONSUMERS ENERGY	UTIL/GAS&ELEC/JAN 2019	31,105.29
101573	02/20/2020	1	Comp	Cleared	03/31/2020 008189 CONVERGENT TECHNOLOGY PARTNERS	ADM/WATSON/E-RATE SERVICES	142.50
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101577	02/20/2020	1	Comp	Cleared	03/31/2020 101364 FENTON HIGH SCHOOL	MS/DWYER/SWIM MEET MARCH	75.00
101578	02/20/2020	1	Comp	Cleared	02/29/2020 002330 GENESEE INTER.SCHOOL DISTRICT	MS/APSEY/CONF REG	25.00
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101581	02/20/2020	1	Comp	Cleared	02/29/2020 002962 INDUSTRIAL SUPPLY OF OWOSSO INC.	OPER/KLAPKO/GATES BELTS	48.56
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101611	02/27/2020	1	Comp	Cleared	03/31/2020 007465 CINTAS CORPORATION # 308	OPER/KLAPKO/UNIFORM RENT	244.95
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From 02/17/2020 to 04/19/2020

From Check First to Last

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101624	02/27/2020	1 Comp	Cleared	03/31/2020 102408 LANSING SANITARY SUPPLY INC.	OPER/KLAPKO/CUSTODIAL SUPP	1,731.16
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101626	02/27/2020	1 Comp	Cleared	03/31/2020 100001 OFFICE DEPOT INC.	EM/NIDEFSKI/SUPPLIES	110.00
101627	02/27/2020	1 Comp	Cleared	03/31/2020 007851 OREILLY AUTO PARTS	OPER/KLAPKO/ABSORBENT	12.98
101628	02/27/2020	1 Comp	Cleared	03/31/2020 004590 OWOSSO PUB. SCH. ATHLETIC FUND	ATH/SMITH/OFFICIALS	5,000.00
101629	02/27/2020	1 Comp	Cleared	03/31/2020 004652 PCMI - WEST	BB/ROWELL/STAFF PAYMENT	13,299.36
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101668	03/05/2020	1 Comp	Cleared	03/31/2020 003756 MICHIGAN COMPANY, INC.	OPER/KLAPKO/CUSTODIAL SUPP	350.61
101669	03/05/2020	1 Comp	Cleared	03/31/2020 007158 MOMAR, INCORPORATED	OPER/KLAPKO/BOILER AGREEME	327.00
101670	03/05/2020	1 Comp	Cleared	03/31/2020 008912 NEWELL, HARPER	ATH/SMITH/GAME MGT	345.00
101671	03/05/2020	1 Comp	Cleared	03/31/2020 004600 OPS FOOD SERVICE FUND	TRANS/SECOR/MEETING	580.38

Check Register for Bank Account ID CHEM1

From 02/17/2020 to 04/19/2020

From Check First to Last

Check#	Date	Run Type	Status	Vendor Name	Invoice Description	Amount
101672	03/05/2020	1 Comp	Cleared	03/31/2020 004652 PCMI - WEST	BB STAFF PAYMENT	12,007.79
101673	03/05/2020	1 Comp	Cleared	03/31/2020 008888 PELECH, TONIA	OPER/PELECH/MILEAGE	15.25
101674	03/05/2020	1 Comp	Open	008585 PEPLINSKI, AVERY	ATH/SMITH/GAME MGT	280.00
101675	03/05/2020	1 Comp	Cleared	03/31/2020 006653 PFM FINANCIAL ADVISORS LLC.	BOND DISCLOSURE SERVICES	1,000.00
101676	03/05/2020	1 Comp	Cleared	03/31/2020 001705 PHILLIPS, JEFF	HS/PHILLIPS/MILEAGE	57.50
101677	03/05/2020	1 Comp	Cleared	03/31/2020 008300 PRESIDIO NETWORKED SOLUTIONS	OHS/KRANTZ/COMPTERS	19,320.00
101678	03/05/2020	1 Comp	Cleared	03/31/2020 003692 RESERVE ACCOUNT	HS/DIGNAN/POSTAGE	1,000.00
101679	03/05/2020	1 Comp	Open	000323 ROTARY CLUB OF OWOSSO	ADM/TUTTLE/MAY 2019 DUES	463.00
101680	03/05/2020	1 Comp	Cleared	03/31/2020 005420 SCHOOL SPECIALTY INC.	OMS/JURHS/SUPPLIES	56.11
101681	03/05/2020	1 Comp	Cleared	03/31/2020 008301 STINSON, GUNNAR	ADM/STINSON/MILEAGE	63.04
101682	03/05/2020	1 Comp	Cleared	03/31/2020 001119 UNITED PARCEL SERVICE	HS/POSTAGE	29.17
101683	03/05/2020	1 Comp	Cleared	03/31/2020 006510 VALLEY LUMBER COMPANY	HS/DIGNAN/CONST SUPPLIES	1,409.79
101684	03/05/2020	1 Comp	Cleared	03/31/2020 007985 WATSON, JOE	ADM/WATSON/MILEAGE	117.16
101685	03/12/2020	1 Comp	Cleared	03/31/2020 101548 AGNEW GRAPHICS SIGNS PROMO LLC	ADM/KINDER SHIRTS	713.44
101686	03/12/2020	1 Comp	Cleared	03/31/2020 000278 APPLEBEE OIL COMPANY	TRANS/SECOR/PROPANE	1,365.99
101687	03/12/2020	1 Comp	Cleared	03/31/2020 000300 ARGUS-PRESS CO.	ADM/THOMPSON/ADVERTISING	2,248.85
101688	03/12/2020	1 Comp	Cleared	03/31/2020 003064 BIRD, CHRIS	MS/BIRD/COACHES DUES	50.00
101689	03/12/2020	1 Comp	Open	008915 BLAKE, DANA	MS/BLAKE/STUDENT REWARDS	23.52
101690	03/12/2020	1 Comp	Cleared	03/31/2020 008849 COHOON, TAMMY	OPER/COHOON/MILAGE	57.71
101691	03/12/2020	1 Comp	Cleared	03/31/2020 001202 CONSUMERS ENERGY	UTIL/GAS&ELEC/MARCH 2020	79,832.83
101692	03/12/2020	1 Comp	Cleared	03/31/2020 100455 D & G EQUIPMENT INC.	OHS/FREEMAN/BACKHOE	5,831.46
101693	03/12/2020	1 Comp	Cleared	03/31/2020 001410 DALTON ELEVATOR	OPER/KLAPKO/WELDING SUPPLI	35.00
101694	03/12/2020	1 Comp	Cleared	03/31/2020 000070 H. K. ALLEN PAPER COMPANY	OPER/KLAPKO/CUSTODIAL SUPP	593.40
101695	03/12/2020	1 Comp	Cleared	03/31/2020 008819 HC RYAN	ADM/SMITH/W-2'S&1099	182.44
101696	03/12/2020	1 Comp	Cleared	03/31/2020 003051 HUMPHREY ENTERPRISES INC.	TRANS/DRIVER TEST	325.00
101697	03/12/2020	1 Comp	Cleared	03/31/2020 002959 INDEPENDENT NEWSPAPERS/160 MEDIA	ADM/THOMPSON/ADVERTISING	1,775.00
101698	03/12/2020	1 Comp	Cleared	03/31/2020 008220 J & H OIL CO.	TRANS/SECOR/FUEL	2,881.20
101699	03/12/2020	1 Comp	Cleared	03/31/2020 102408 LANSING SANITARY SUPPLY INC.	OPER/KLAPKO/FLOOR SCRUB RE	1,184.56
101700	03/12/2020	1 Comp	Cleared	03/31/2020 003448 LOCKER ROOM & TROPHY PLACE	MS/MURRAY/SWIM AWARD	31.50
101701	03/12/2020	1 Comp	Cleared	03/31/2020 008805 MANTIS PEST MANAGEMENT SVC LLC	OPER/KLAPKO/MARCH PEST CON	392.00
101702	03/12/2020	1 Comp	Cleared	03/31/2020 003600 MARSHALL MUSIC COMPANY INC.	HS/KOWALCZYK/REPAIRS	228.90
101703	03/12/2020	1 Comp	Cleared	03/31/2020 008158 MICHIGAN COLLEGE ACCESS NETWORK	ATL/ROSS/CONF REGISTRATION	195.00
101704	03/12/2020	1 Comp	Cleared	03/31/2020 002869 MUSICAL RESOURCES	HS/NIEUWKOOP/MUSIC	263.99
101705	03/12/2020	1 Comp	Cleared	03/31/2020 100396 NORTH AMERICAN OVERHEAD DOOR	OPER/KLAPKO/GATE REPAIR	138.98
101706	03/12/2020	1 Comp	Cleared	03/31/2020 100001 OFFICE DEPOT INC.	ADM/HILL/TONER	275.65
101707	03/12/2020	1 Comp	Cleared	03/31/2020 001018 OMER, JULIE	ADM/OMER/CONF MILEAGE	128.80
101708	03/12/2020	1 Comp	Cleared	03/31/2020 004600 OPS FOOD SERVICE FUND	EM/NIDEFSKI/MATH NIGHT	174.80
101709	03/12/2020	1 Comp	Open	101103 OVID-ELSIE AREA SCHOOLS	ATH/SMITH/2-1 WRESTLING	150.00
101710	03/12/2020	1 Comp	Cleared	03/31/2020 007853 PIONEER VALLEY BOOKS	EM/CICALO/GUIDED READING	93.50
101711	03/12/2020	1 Comp	Cleared	03/31/2020 004860 POSTMASTER	MS/GRAHAM/POSTAGE	440.00
101712	03/12/2020	1 Comp	Cleared	03/31/2020 008300 PRESIDIO NETWORKED SOLUTIONS	ADM/WATSON/LICENSES	5,784.00
101713	03/12/2020	1 Comp	Cleared	03/31/2020 001357 PRO COMM - OWOSSO	TRANS/SECOR/RADIO EQUIP	91.60
101714	03/12/2020	1 Comp	Cleared	03/31/2020 100135 QUILL CORPORATION	CE/KLAPKO/CONST,ROLL PAPER	464.13
101715	03/12/2020	1 Comp	Cleared	03/31/2020 008914 REPUBLIC SERVICES # 237	UTIL/TRASH SVC/MARCH 2020	1,269.62
101716	03/12/2020	1 Comp	Open	000323 ROTARY CLUB OF OWOSSO	HS/PHILLIPS/FEB 2020 DUES	108.00
101717	03/12/2020	1 Comp	Cleared	03/31/2020 005420 SCHOOL SPECIALTY INC.	BR/RAFFAELLI/PENCILS	1,060.25
101718	03/12/2020	1 Comp	Cleared	03/31/2020 008916 SCHUTT PHOTOGRAPHY	ADM/THOMPSON/STAFF PHOTO	108.00
101719	03/12/2020	1 Comp	Cleared	03/31/2020 002623 TASC-CLIENT INVOICES	4/1-4/30/2020 ADMIN FEE	742.84
101720	03/12/2020	1 Comp	Cleared	03/31/2020 006230 THRUN LAW FIRM, P.C.	FEBRUARY LEGAL FEES	961.00
101721	03/12/2020	1 Comp	Cleared	03/31/2020 001119 UNITED PARCEL SERVICE	HS/POSTAGE	54.78
101722	03/12/2020	1 Comp	Cleared	03/31/2020 006264 VEX ROBOTICS	EM/LEDUC/PLTW SUPPLIES	640.93
101723	03/12/2020	1 Comp	Cleared	03/31/2020 006511 WASTE MANAGEMENT OF FLINT	UTIL/TRASH SVC	30.00
101724	03/12/2020	1 Comp	Cleared	03/31/2020 003369 WAUGH'S CULLIGAN	OPER/KLAPKO/SOFTNER REPAIR	233.23
101725	03/12/2020	1 Comp	Cleared	03/31/2020 006845 WIN'S CORPORATE OFFICE	OPER/KLAPKO/ELECTRICAL SUP	175.57

04/21/2020 10:08 am

Owosso Schools

Page: 4

Check Register for Bank Account ID CHEM1

From 02/17/2020 to 04/19/2020

From Check First to Last

Check#	Date	Run	Type	Status	Vendor Name	Invoice Description	Amount
101726	03/12/2020	1	Comp	Cleared 03/31/2020	007110 WINDMILL PRO-PAINT	TRANS/SECOR/BUS REPAIR	1,136.50
101727	03/13/2020	2	Comp	Cleared 03/31/2020	001841 LINTNER, DALLAS	HS/LINTNER/MILEAGE	691.61
101728	03/26/2020	1	Comp	Open	001050 CITY OF OWOSSO	LIAISON OFFICERS/12/19-3/1	17,031.07
101729	03/26/2020	1	Comp	Open	007131 CSH ELECTRIC MOTOR SUPPLY	MAINT/KLAPKO/MOTOR REPAIR	197.68
101730	03/26/2020	1	Comp	Cleared 03/31/2020	100455 D & G EQUIPMENT INC.	MAINT/KLAPKO/REPAIR MOWER	549.96
101731	03/26/2020	1	Comp	Cleared 03/31/2020	006588 DAYSTARR COMMUNICATIONS	APRIL PHONE SERVICES	1,092.86
101732	03/26/2020	1	Comp	Open	007052 DE LAGE LANDEN FINANCIAL SERV, I	LEASE PYMNT 1BAKGCB9L BUS	15,448.78
101733	03/26/2020	1	Comp	Cleared 03/31/2020	008461 FAIRVIEW PET CENTER	BRIGHT BEG/PET SUPPLIES	76.24
101734	03/26/2020	1	Comp	Open	006861 GRAHAM, ANGELA	CONF REIMB/MILEAGE/RICHARD	100.63
101735	03/26/2020	1	Comp	Cleared 03/31/2020	000070 H. K. ALLEN PAPER COMPANY	BR/HARTNAGLE/FACIAL TISSUE	56.85
101736	03/26/2020	1	Comp	Open	007018 HASTINGS AIR-ENERGY CONTROL, INC	OPER/KLAPKO/HVAC SUPPLIES	1,303.55
101737	03/26/2020	1	Comp	Open	002962 INDUSTRIAL SUPPLY OF OWOSSO INC.	OHS/KRANTZ/PLANNER	14,125.00
101738	03/26/2020	1	Comp	Open	008292 KONICA MINOLTA BUSINESS SOLUTION	LEASE PMT 3/21-4/20/2020	3,067.59
101739	03/26/2020	1	Comp	Open	003780 MESSA	APRIL 2020 BILL/NON-UNION	14,577.23
101740	03/26/2020	1	Comp	Open	003780 MESSA	APRIL 2020 BILL/ADMIN	22,826.79
101741	03/26/2020	1	Comp	Open	003780 MESSA	APRIL 2020/OESPA STAFF	45,789.26
101742	03/26/2020	1	Comp	Open	003780 MESSA	APRIL 2020 BILL/TEACHERS	233,721.70
101743	03/26/2020	1	Comp	Cleared 03/31/2020	003389 MOORE, ERIN	CONF REIMB/MACUL/TITLE V	206.09
101744	03/26/2020	1	Comp	Cleared 03/31/2020	004652 PCMI - WEST	BRIGHT BEG STAFF 3/07/2020	56,082.10
101745	03/26/2020	1	Comp	Open	004790 PITNEY BOWES	ADM/METER RENTAL 1/01-3/31	117.00
101746	03/26/2020	1	Comp	Open	100017 SET-SEG	APRIL 2020 BILL/ADMIN	616.07
101747	03/26/2020	1	Comp	Open	100017 SET-SEG	APRIL 2020/BILL GF STAFF	11,459.16
101748	03/26/2020	1	Comp	Open	100267 UNUM LIFE INSURANCE	APRIL 2020 BILL/ADMIN	1,130.87
101749	03/26/2020	1	Comp	Open	100267 UNUM LIFE INSURANCE	APRIL 2020/GF STAFF	1,410.49
101750	03/26/2020	1	Comp	Cleared 03/31/2020	008906 VIP SOLUTIONS, LLC	OPER/KLAPKO/STEP SYSTEM	4,800.00
101751	03/26/2020	1	Comp	Open	007985 WATSON, JOE	TITLE IIA/WATSON/MACUL	217.25
101752	04/09/2020	1	Comp	Open	000240 AMERICAN SPEEDY PRINTING CENTERS	OMS/OFFICE/ENVELOPES	115.00
101753	04/09/2020	1	Comp	Open	008921 BEER, DOMINQUE	COMM ED/REFUND/DOG OBED	40.00
101754	04/09/2020	1	Comp	Open	001050 CITY OF OWOSSO	WATER/SEWER JAN-MAR 2020	17,083.92
101755	04/09/2020	1	Comp	Open	001202 CONSUMERS ENERGY	UTIL/GAS&ELEC/APRIL 2020	36,080.73
101756	04/09/2020	1	Comp	Open	003248 CRYSTAL CLEAN WATER	ADMIN/OFFICE/WATER	100.00
101757	04/09/2020	1	Comp	Open	008922 DELONG, NANCY	COMM ED/REFUND/DOG OBED	40.00
101758	04/09/2020	1	Comp	Open	008658 ENGINEBERED PROTECTION SYSTEM INC	OPER/KLAPKO/ALARM MONITORI	498.12
101759	04/09/2020	1	Comp	Open	008044 HARKEMA, SUSAN	EMER/TITLE I/BOOKS	140.00
101760	04/09/2020	1	Comp	Open	008220 J & H OIL CO.	TRANS/SECOR/FUEL/CUST60110	1,753.79
101761	04/09/2020	1	Comp	Open	007104 KLAPKO, JOHN	OPER/KLAPKO/MILEAGE/MARCH	94.41
101762	04/09/2020	1	Comp	Open	007158 MOMAR, INCORPORATED	OPER/KLAPKO/BOILER AGREEME	327.00
101763	04/09/2020	1	Comp	Open	008645 NWEA	BROOKS/VIRTUAL MAP CONF	500.00
101764	04/09/2020	1	Comp	Open	004570 OWOSSO H.S. ORGANIZATION ACCT.	TECH/CHROMEBOOK REP/REIMBU	1,947.00
101765	04/09/2020	1	Comp	Open	008010 OWOSSO MEDICAL GROUP	TRANS/DOT PHYSICAL/PETITTI	85.00
101766	04/09/2020	1	Comp	Open	004652 PCMI - WEST	BRIGHT BEG STAFF 3/21/2020	13,830.96
101767	04/09/2020	1	Comp	Open	004860 POSTMASTER	ADMIN/POST OFFICE BOX	364.00
101768	04/09/2020	1	Comp	Open	008914 REPUBLIC SERVICES # 237	UTIL/TRASH SVC/APRIL 2020	1,493.39
101769	04/09/2020	1	Comp	Open	002661 SHIA. AREA TRANSPORTATION AGENCY	TRANSP/MCKENNEYVENTO/MARCH	12.00
101770	04/09/2020	1	Comp	Open	008226 STUDIO 52 FRAME SHOP	COMMUN/STATE OF DIST/BOARD	120.00
101771	04/09/2020	1	Comp	Open	002623 TASC-CLIENT INVOICES	ADMIN/FLEX SPEND SERV/MAY	325.94
101772	04/09/2020	1	Comp	Open	006230 THRUN LAW FIRM, P.C.	BOARD/LEGAL SERV/FEB-MARCH	2,227.50
101773	04/09/2020	1	Comp	Open	006510 VALLEY LUMBER COMPANY	OHS/VOC ED/BLD TRADE SUPPL	622.35
101774	04/09/2020	1	Comp	Open	008923 VANHORN, MIRANDA	COMM ED/REFUND/DOG OBEIDIEN	40.00
101775	04/09/2020	1	Comp	Open	006511 WASTE MANAGEMENT OF FLINT	OPER/KLAPKO/CONTAINER REMO	3,010.00
101776	04/09/2020	1	Comp	Open	003979 WING'S SUNNYSIDE FLORIST, INC.	BRY/KINDER REG/BALLOONS	19.00
101777	04/16/2020	1	Comp	Open	007694 ANDERSON, JESSICA	EM/ANDERSON/POSTAGE	192.20
101778	04/16/2020	1	Comp	Open	008345 BROOKS, AIMBE	HS/BROOKS/COND REIMBURSEM	32.72
101779	04/16/2020	1	Comp	Open	001020 CHREST SUPPLY COMPANY	OPER/KLAPKO/PLUMBING SUPP	1,022.56

Check Register for Bank Account ID CHEM1

From 02/17/2020 to 04/19/2020

From Check First to Last

Check#	Date	Run	Type	Status	Vendor Name	Invoice Description	Amount
101780	04/16/2020	1	Comp	Open	007465 CINTAS CORPORATION # 308	OPER/KLAPKO/UNIFORM RENT	244.95
101781	04/16/2020	1	Comp	Open	100576 CLEVINGER, RYAN	HS/R CLEVINGER/MILEAGE	105.80
101782	04/16/2020	1	Comp	Open	001410 DALTON ELEVATOR	OPER/KLAPKO/WELDING SUPPLI	35.00
101783	04/16/2020	1	Comp	Open	002390 GILBERT'S DO IT BEST HARDWARE	OPER/KLAPKO/SUPPLIES	600.98
101784	04/16/2020	1	Comp	Open	002973 HANKERD SPORTSWEAR	HS/KRUEGER/ADVISORY BOARD	793.00
101785	04/16/2020	1	Comp	Open	008910 HURLEY OCCUPATIONAL HEALTH PROG	BUS DRIVER PHYSICAL/RIGOUL	75.00
101786	04/16/2020	1	Comp	Open	002959 INDEPENDENT NEWSPAPERS/I60 MEDIA	ALT/PARSONS/NOTE CARDS	175.00
101787	04/16/2020	1	Comp	Open	008292 KONICA MINOLTA BUSINESS SOLUTION	1-1/3-31-2020 MAINT PAYMEN	5,568.56
101788	04/16/2020	1	Comp	Open	004652 PCMI - WEST	BB STAFF PAYMENT	7,219.61
101789	04/16/2020	1	Comp	Open	008675 TSA CONSULTING GROUP, INC.	FEB 2020 ADMIN FEE	153.30
101790	04/16/2020	1	Comp	Open	007788 WAKELAND OIL	OPER/KLAPKO/FUEL	1,088.95
101791	04/16/2020	1	Comp	Open	101102 WAYNE COUNTY RESA	CON REG 4 TEACHERS	675.00
CHECK TOTAL							1,245,041.51
LESS VOIDS							187.28
GRAND TOTAL							1,244,854.23

Check Summary

Check Status	Count	Amount	Check Type	Count	Amount
Open	68	535,044.24	Computer	227	1,244,854.23
Cleared	159	709,809.99	Prepaid		
Void	1	187.28			
Scratch					
TOTAL	228	1,245,041.51	TOTAL	227	1,244,854.23

Check Register for Bank Account ID SERVIC

From 02/17/2020 to 04/19/2020

From Check First to Last

Check#	Date	Run	Type	Status	Vendor Name	Invoice Description	Amount
007666	02/20/2020	1	Comp	Cleared	02/29/2020 007480 BANANA BROTHERS PRODUCE	FS/MANNS/FOOD PURCHASE	4,102.00
007667	02/20/2020	1	Comp	Cleared	02/29/2020 008258 GREAT LAKES COCA-COLA DISTRIBUTI	FS/MANNS/FOOD PURCHASE	697.24
007668	02/20/2020	1	Comp	Cleared	02/29/2020 003780 MESSA	MARCH 2020 BILL/FS STAFF	1,671.79
007669	02/20/2020	1	Comp	Cleared	03/31/2020 007851 OREILLY AUTO PARTS	FS/KLAPKO/BATTERY	213.74
007670	02/20/2020	1	Comp	Cleared	02/29/2020 004621 PERFECTION BAKERIES INC.	FS/MANNS/FOOD PURCHASE	368.64
007671	02/20/2020	1	Comp	Cleared	02/29/2020 003807 PRAIRIE FARMS DAIRY	FS/MANNS/FOOD PURCHASE	5,036.00
007672	02/20/2020	1	Comp	Cleared	02/29/2020 100017 SET-SEG	MARCH 2020 BILL/FS STAFF	179.69
007673	02/20/2020	1	Comp	Cleared	02/29/2020 100267 UNUM LIFE INSURANCE	MARCH 2020 BILL/FS STAFF	47.86
007674	02/20/2020	1	Comp	Cleared	02/29/2020 008854 VAN EERDEN FOOD SERVICE COMPANY	FS/MANNS/FOOD PURCHASE	3,631.72
007675	02/27/2020	1	Comp	Cleared	03/31/2020 007480 BANANA BROTHERS PRODUCE	FS/MANNS/FOOD PURCHASE	1,200.50
007676	02/27/2020	1	Comp	Cleared	03/31/2020 004621 PERFECTION BAKERIES INC.	FS/MANNS/FOOD PURCHASE	764.88
007677	02/27/2020	1	Comp	Cleared	03/31/2020 003807 PRAIRIE FARMS DAIRY	FS/MANNS/FOOD PURCHASE	2,361.80
007678	02/27/2020	1	Comp	Cleared	03/31/2020 006782 ROBINSON, KAREN	FS/ROBINSON/MILEAGE	54.05
007679	02/27/2020	1	Comp	Cleared	03/31/2020 008854 VAN EERDEN FOOD SERVICE COMPANY	FS/MANNS/FOOD PURCHASE	3,541.43
007680	03/05/2020	1	Comp	Cleared	03/31/2020 007480 BANANA BROTHERS PRODUCE	FS/MANNS/FOOD PURCHASE	3,622.00
007681	03/05/2020	1	Comp	Cleared	03/31/2020 007104 KLAPKO, JOHN	FS/KLAPKO/MILEAGE	98.58
007682	03/05/2020	1	Comp	Cleared	03/31/2020 004621 PERFECTION BAKERIES INC.	FS/MANNS/FOOD PURCHASE	383.85
007683	03/05/2020	1	Comp	Cleared	03/31/2020 003807 PRAIRIE FARMS DAIRY	FS/MANNS/FOOD PURCHASE	3,386.70
007684	03/05/2020	1	Comp	Cleared	03/31/2020 008854 VAN EERDEN FOOD SERVICE COMPANY	FS/MANNS/FOOD PURCHASE	3,888.48
007685	03/12/2020	1	Comp	Cleared	03/31/2020 007480 BANANA BROTHERS PRODUCE	FS/MANNS/FOOD PURCHASE	1,262.00
007686	03/12/2020	1	Comp	Cleared	03/31/2020 008258 GREAT LAKES COCA-COLA DISTRIBUTI	FS/MANNS/FOOD PURCHASE	2,083.56
007687	03/12/2020	1	Comp	Cleared	03/31/2020 003807 PRAIRIE FARMS DAIRY	FS/MANNS/FOOD PURCHASE	2,073.97
007688	03/12/2020	1	Comp	Cleared	03/31/2020 100017 SEG WORKERS COMPENSATION FUND	4TH QUARTER 2019-20 COMP	8,343.00
007689	03/12/2020	1	Comp	Cleared	03/31/2020 008854 VAN EERDEN FOOD SERVICE COMPANY	FS/MANNS/FOOD PURCHASE	2,749.40
007690	03/26/2020	1	Comp	Open	003780 MESSA	APRIL 2020 BILL/FS STAFF	1,671.79
007691	03/26/2020	1	Comp	Cleared	03/31/2020 003807 PRAIRIE FARMS DAIRY	FS/MANNS/FOOD PURCHASE	3,701.31
007692	03/26/2020	1	Comp	Open	100017 SET-SEG	APRIL 2020 BILL/FS STAFF	386.69
007693	03/26/2020	1	Comp	Open	100267 UNUM LIFE INSURANCE	APRIL 2020 BILL/FS STAFF	47.86
007694	03/26/2020	1	Comp	Cleared	03/31/2020 008854 VAN EERDEN FOOD SERVICE COMPANY	FS/MANNS/FOOD PURCHASES	7,522.31
007695	04/09/2020	1	Comp	Open	007480 BANANA BROTHERS PRODUCE	FS/MANNS/FOOD PURCHASE	207.00
007696	04/09/2020	1	Comp	Open	007104 KLAPKO, JOHN	FOOD SVC/KLAPKO/MAR MILEAG	94.42
007697	04/09/2020	1	Comp	Open	004354 MILLS REFRIGERATION, INC.	FD SVC/MANNS/REPAIR	125.00
007698	04/09/2020	1	Comp	Open	003807 PRAIRIE FARMS DAIRY	FS/MANNS/FOOD PURCHASE	5,668.14
007699	04/09/2020	1	Comp	Open	004679 TOBEY, CHRISTINE	FS/TOBEY/MILEAGE REIM-JAN	100.58
007700	04/09/2020	1	Comp	Open	008854 VAN EERDEN FOOD SERVICE COMPANY	FS/MANNS/FOOD PURCHASES	9,790.14
007701	04/16/2020	1	Comp	Open	007480 BANANA BROTHERS PRODUCE	FS/MANNS/FOOD PURCHASE	1,235.50
007702	04/16/2020	1	Comp	Open	007788 WAKELAND OIL	FS/KLAPKO/FUEL	340.76
CHECK TOTAL							82,654.38
LESS VOIDS							0.00
GRAND TOTAL							82,654.38

Check Summary

Check Status	Count	Amount	Check Type	Count	Amount
Open	11	19,667.88	Computer	37	82,654.38
Cleared	26	62,986.50	Prepaid		
Void					
Scratch					
TOTAL	37	82,654.38	TOTAL	37	82,654.38

Check Register for Bank Account ID SF#1

From 02/17/2020 to 04/19/2020

From Check First to Last

Check#	Date	Run Type	Status	Vendor Name	Invoice Description	Amount
600907	04/09/2020	1 Comp	Open	001274 SPICER GROUP INC.	SF/PROF SERVICES/FEB 2020	27,234.50
CHECK TOTAL						27,234.50
LESS VOIDS						0.00
GRAND TOTAL						27,234.50

Check Summary

Check Status	Count	Amount	Check Type	Count	Amount
Open	1	27,234.50	Computer	1	27,234.50
Cleared			Prepaid		
Void					
Scratch					
TOTAL	1	27,234.50	TOTAL	1	27,234.50

Check Register for Bank Account ID BOND

From 02/17/2020 to 04/19/2020

From Check First to Last

Check#	Date	Run	Type	Status	Vendor Name	Invoice Description	Amount
900314	03/26/2020	1	Comp	Cleared 03/31/2020	008815 ARCHITECTURAL METALS INC.	CONST SVCS THRU 2/29/2020	59,490.00
900315	03/26/2020	1	Comp	Cleared 03/31/2020	008919 BRAINERD ENTERPRISES, INC.	CONST SVCS THRU 2/29/2020	86,170.50
900316	03/26/2020	1	Comp	Open	008841 C & M ASSOC., LLC	CONST. SVCS THRU 2/29/2020	8,273.00
900317	03/26/2020	1	Comp	Cleared 03/31/2020	005142 CLARK CONSTRUCTION	FEB 2020 GEN CONDITIONS	111,597.13
900318	03/26/2020	1	Comp	Open	008780 DELTA STEEL	CONST. SVCS THRU 2/29/2020	437,760.45
900319	03/26/2020	1	Comp	Open	008632 DICKERSON MECHANICAL, INC.	CONST. SVCS THRU 2/29/2020	145,529.10
900320	03/26/2020	1	Comp	Open	008800 GREAT LAKES FIRE PROTECTION	CONST SVCS THRU 2/29/2020	51,387.51
900321	03/26/2020	1	Comp	Open	006803 INTERKAL, LLC	CONST SVCS THRU 2/29/2020	28,779.30
900322	03/26/2020	1	Comp	Open	008595 J. PEREZ CONSTRUCTION INC.	CONS SVCS THRU 2/29/2020	40,258.80
900323	03/26/2020	1	Comp	Open	008918 KUHN SPECIALTY FLOORING, LLC	CONST SVCS THRU 2/29/2020	81,990.00
900324	03/26/2020	1	Comp	Cleared 03/31/2020	008336 LA CONSTRUCTION	CONST SVCS THRU 2/29/2020	68,173.56
900325	03/26/2020	1	Comp	Cleared 03/31/2020	000773 LANSING TILE & MOSAIC, INC.	CONST SVCS THRU 2/29/2020	310,230.00
900326	03/26/2020	1	Comp	Cleared 03/31/2020	008596 MOORE TROSPER CONSTRUCTION CO.	CONST SVCS THRU 2/29/2020	7,075.80
900327	03/26/2020	1	Comp	Cleared 03/31/2020	008801 NILES CONSTRUCTION SERVICES INC.	CONST SVCS THRU FEB 2020	27,786.77
900328	03/26/2020	1	Comp	Open	008781 PROFESSIONAL THERMAL SYSTEMS INC	CONST SVCS THRU 2/29/2020	120,731.40
900329	03/26/2020	1	Comp	Open	008782 R. C. HENDRICK & SONS., INC.	CONST SVCS THRU 2/29/2020	23,400.00
900330	03/26/2020	1	Comp	Open	008783 SCHIFFER MASON CONTRACTORS INC.	CONST SVCS THRU 2/29	527,628.50
900331	03/26/2020	1	Comp	Cleared 03/31/2020	005363 SHATTUCK SPECIALTY ADVERTISING	BOND/SECONDARY/SINEAGE	3,371.70
900332	03/26/2020	1	Comp	Cleared 03/31/2020	007046 SUPERIOR ELECTRIC OF LANSING INC	CONST SVCS THRU FEB 2020	135,730.35
900333	03/26/2020	1	Comp	Open	008817 TRAVERSE CITY GLASS	CONST SVCS THRU 2/29/2020	8,635.50
900334	03/26/2020	1	Comp	Open	005736 TRUST THERMAL	CONST SVCS THRU 2/29/2020	7,800.00
900335	03/26/2020	1	Comp	Cleared 03/31/2020	008784 WILLIAM C REICHENBACH COMPANY	CONST SVCS THRU 2/29/2020	40,856.40
900336	04/16/2020	1	Comp	Open	008919 BRAINARD ENTERPRISE, INC.	CONST THRU 3-31-2020	111,291.50
900337	04/16/2020	1	Comp	Open	005142 CLARK CONSTRUCTION	MARCH 2020 CONST MGT FEES	114,761.21
900338	04/16/2020	1	Comp	Open	008717 CONCRETE PLACEMENT, LLC.	CONST THRU 3-31-2020	16,200.00
900339	04/16/2020	1	Comp	Open	008780 DELTA STEEL	CONST THRU 3-31-2020	315,130.23
900340	04/16/2020	1	Comp	Open	007334 DIGITAL AGE TECHNOLOGIES INC.	TECHNOLOGY-SECONDARY CAMPU	125,728.65
900341	04/16/2020	1	Comp	Open	008892 FLAIRWOOD	CONST THRU 3-31-2020	14,613.30
900342	04/16/2020	1	Comp	Open	008800 GREAT LAKES FIRE PROTECTION	CONST THRU 3-31-2020	77,266.28
900343	04/16/2020	1	Comp	Open	008685 GREAT LAKES WEST, INC.	CONST THRU 3-31-2020	9,611.05
900344	04/16/2020	1	Comp	Open	006803 INTERKAL, LLC	CONST THRU 3-31-2020	5,229.00
900345	04/16/2020	1	Comp	Open	008595 J. PEREZ CONSTRUCTION INC.	CONST THRU 3-31-2020	25,650.00
900346	04/16/2020	1	Comp	Open	008864 KERKSTRA PRECAST, INC.	CONST THUR 3-31-2020	17,355.60
900347	04/16/2020	1	Comp	Open	008336 LA CONSTRUCTION	CONST THRU 3-31-2020	106,693.21
900348	04/16/2020	1	Comp	Open	000773 LANSING TILE & MOSAIC, INC.	CONST THRU 3-31-2020	22,621.50
900349	04/16/2020	1	Comp	Open	008801 NILES CONSTRUCTION SERVICES INC.	CONST THRU 3-31-2020	23,033.47
900350	04/16/2020	1	Comp	Open	008781 PROFESSIONAL THERMAL SYSTEMS INC	CONST THRU 3-31-2020	810,520.20
900351	04/16/2020	1	Comp	Open	008782 R. C. HENDRICK & SONS., INC.	CONST THRU 3-31-2020	307,959.30
900352	04/16/2020	1	Comp	Open	008865 ROYAL WEST ROOFING & SHEET METAL	CONST THRU 3-31-2020	161,302.88
900353	04/16/2020	1	Comp	Open	008783 SCHIFFER MASON CONTRACTORS INC.	CONST THRU 3-31-2020	470,498.45
900354	04/16/2020	1	Comp	Open	007046 SUPERIOR ELECTRIC OF LANSING INC	CONST THRU 3-31-2020	242,550.90
900355	04/16/2020	1	Comp	Open	008751 THE DATACOM GROUP	MASTER CLOCK/SECONDARY	13,113.11
900356	04/16/2020	1	Comp	Open	008817 TRAVERSE CITY GLASS	CONST THRU 3-31-2020	40,950.00
900357	04/16/2020	1	Comp	Open	008784 WILLIAM C REICHENBACH COMPANY	CONST THRU 3-31-2020	50,049.36
CHECK TOTAL							5,414,784.97
LESS VOIDS							0.00
GRAND TOTAL							5,414,784.97

Check Register for Bank Account ID BOND




From 02/17/2020 to 04/19/2020

From Check First to Last

Check#	Date	Run Type	Status	Vendor Name	Invoice Description	Amount
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Check Summary

Check Status	Count	Amount	Check Type	Count	Amount
Open	34	4,564,302.76	Computer	44	5,414,784.97
Cleared	10	850,482.21	Prepaid		
Void					
Scratch					
TOTAL	44	5,414,784.97	TOTAL	44	5,414,784.97

Date Range: From: * 02/05/2020 
 To: * 03/04/2020 
 Date Type: Posting Date 

Data available starting 04/21/2017

Search

SEARCH RESULTS

Search for

Page 1 of 1 Page

Account Name	Account Number ^	Transaction Amount	Adjustment Amount	Total Transaction
EMERSON ELEMENTARY	[REDACTED]	787.45	0.00	
MIKE GRAHAM	[REDACTED]	3,953.43	0.00	
LINCOLN HIGH SCHOOL	[REDACTED]	56.42	0.00	
BRIGHT BEGINNINGS OFFICE	[REDACTED]	377.58	0.00	
OWOSSO SCHOOLS	[REDACTED]	1,096.62	0.00	
CTE CULINARY ARTS	[REDACTED]	1,084.70	0.00	
CTE CONSTRUCTION TRADES	[REDACTED]	991.78	0.00	
OWOSSO PUBLIC SCHOOLS	[REDACTED]	0.00	(27,380.87)	(27,380.87)
BRYANT ELEMENTARY	[REDACTED]	1,094.69	0.00	
DAN CLARK	[REDACTED]	72.13	0.00	
BEN COBB	[REDACTED]	45.09	0.00	
OWOSSO HIGH SCHOOL	[REDACTED]	1,852.85	0.00	
TECHNOLOGY DEPT	[REDACTED]	53.07	0.00	
JOHN QUICK	[REDACTED]	82.51	0.00	
OWOSSO MIDDLE SCHOOL	[REDACTED]	1,313.68	0.00	
CENTRAL ELEMENTARY	[REDACTED]	308.49	0.00	
OPERATIONS DEPT	[REDACTED]	930.95	0.00	
DISTRICT TRAVEL	[REDACTED]	30.00	0.00	
CENTRAL OFFICE	[REDACTED]	17,523.98	0.00	17,523.98
OWOSSO HIGH SCHOOL 2	[REDACTED]	1,127.64	0.00	
BRIGHT BEGINNINGS	[REDACTED]	575.99	0.00	

\$ 33,359.05

Page 1 of 1 Page

Search for

ACCOUNT SUMMARY

OWOSSO PUBLIC SCHOOLS • JULIE OMER • 645 ALGER ST - PO BOX 340 • OWOSSO, MI 48867-4601

* Indicates required field

SEARCH CRITERIA [Advanced Search >](#)

Reporting Cycle:

Date Range: From: 03/05/2020

To: 04/03/2020

Date Type: Posting Date

Data available starting 04/21/2017

SEARCH RESULTS

Search Total

Page 1 of 1 Page

Account Name	Account Number ^	Transaction Amount	Adjustment Amount	Total Transaction
EMERSON ELEMENTARY	[REDACTED]	473.17	0.00	
MIKE GRAHAM	[REDACTED]	679.97	0.00	
LINCOLN HIGH SCHOOL	[REDACTED]	287.78	0.00	
BRIGHT BEGINNINGS OFFICE	[REDACTED]	558.00	0.00	
OWOSSO SCHOOLS	[REDACTED]	(25.00)	0.00	
CTE CULINARY ARTS	[REDACTED]	928.46	0.00	
CTE CONSTRUCTION TRADES	[REDACTED]	646.86	0.00	
OWOSSO PUBLIC SCHOOLS	[REDACTED]	0.00	(33,359.05)	(33,359.05)
BRYANT ELEMENTARY	[REDACTED]	1,552.60	0.00	
DAN CLARK	[REDACTED]	361.99	0.00	
BEN COBB	[REDACTED]	24.21	0.00	
OWOSSO HIGH SCHOOL	[REDACTED]	2,300.85	0.00	
TECHNOLOGY DEPT	[REDACTED]	53.79	0.00	
JOHN QUICK	[REDACTED]	140.24	0.00	
OWOSSO MIDDLE SCHOOL	[REDACTED]	277.68	0.00	
CENTRAL ELEMENTARY	[REDACTED]	102.91	0.00	
CENTRAL OFFICE	[REDACTED]	3,556.72	0.00	
OWOSSO HIGH SCHOOL 2	[REDACTED]	283.95	0.00	
BRIGHT BEGINNINGS	[REDACTED]	27.80	0.00	

\$ 12,231.98

Page 1 of 1 Page

Search Total

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
March 31, 2020
Report 19-223

Statement of Deposits and Investments
As of 3/31/2020
Unaudited

	General Fund	School Service	Building & Site	Capital Projects Bond Fund	Debt Service Fund	Total
Summary of Deposits and Investments						
Cash on hand	\$ 210,095	\$ 8,486	\$ 509,077	\$ 904	\$ 1,859,095	\$ 2,587,657
Investments	5,593,907		6,322,370.77	21,623,508	792,497	34,332,282
Total Deposits and Investments	<u>\$ 5,804,002</u>	<u>\$ 8,486</u>	<u>\$ 6,831,447</u>	<u>\$ 21,624,412</u>	<u>\$ 2,651,593</u>	<u>\$ 36,919,940</u>
 Detail of Deposits and Investments						
Cash on hand	\$ 210,095	\$ 7,766	\$ 509,077	\$ 904	\$ 1,859,095	\$ 2,586,937
Petty Cash on hand	-	720	-	-	-	-
Total Cash on hand	<u>\$ 210,095</u>	<u>\$ 8,486</u>	<u>\$ 509,077</u>	<u>\$ 904</u>	<u>\$ 1,859,095</u>	<u>\$ 727,658</u>
Chemical Bank Savings Account	\$ 9,877	-	1,767			\$ 11,644
Mich Class Investment	5,584,029	-	6,320,604	21,623,508	792,497	34,320,638
Total Investments	<u>\$ 5,593,907</u>	<u>\$ -</u>	<u>\$ 6,322,371</u>	<u>\$ 21,623,508</u>	<u>\$ 792,497</u>	<u>\$ 34,332,282</u>
Total Deposits and Investments	<u>\$ 5,804,002</u>	<u>\$ 8,486</u>	<u>\$ 6,831,447</u>	<u>\$ 21,624,412</u>	<u>\$ 2,651,593</u>	<u>\$ 36,919,940</u>

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
 March 31, 2020
 Report 19-223

Combined Statement of Revenue, Expenditures, and Fund Balance
 General, School Service, and Capital Projects Fund
 As of 3/31/2020
 Unaudited

	General Fund			School Service Fund			Capital Projects Fund-Sinking Fund					
	BUDGET REVISION #1	YTD Actual	Over (Under) Budget	% Rec'd/Used	BUDGET REVISION #1	YTD Actual	Over (Under) Budget	% Rec'd/Used	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/Used
REVENUE												
Local sources	3,866,426	3,272,185	(594,241)	85%	145,591	90,742	(54,849)	62%	1,185,130	1,094,888	(90,232)	92%
State sources	26,143,551	14,355,740	(11,787,811)	55%	71,518	39,006	(32,512)	55%	-	98,126	98,126	-
Federal sources	1,341,007	671,969	(669,038)	50%	1,643,545	1,083,160	(560,385)	66%	-	-	-	-
Interdistrict sources-RESD	93,381	718,579	(625,198)	13%	-	-	-	-	-	-	-	-
Interdistrict sources-transfers in and other sources	123,896	2,389	(121,497)	2%	-	-	-	-	-	-	-	-
Total revenue and other sources	\$ 32,193,449	\$ 18,395,664	\$ (13,797,785)	57%	1,860,654	1,212,908	(647,746)	65%	1,185,130	1,193,024	7,894	101%
EXPENDITURES												
INSTRUCTION												
BASIC PROGRAMS:												
ELEMENTARY	6,975,621	4,395,738	(2,579,883)	63%	-	-	-	-	-	-	-	-
MIDDLE SCHOOL	3,689,718	2,293,610	(1,396,108)	62%	-	-	-	-	-	-	-	-
HIGH SCHOOL	4,127,565	2,483,301	(1,644,264)	60%	-	-	-	-	-	-	-	-
ALTERNATIVE EDUCATION	629,757	386,729	(243,028)	61%	-	-	-	-	-	-	-	-
PRESCHOOL	146,959	141,763	(5,196)	96%	-	-	-	-	-	-	-	-
PRESCHOOL (MICHIGAN READINESS) GRANT	186,210	99,763	(86,447)	54%	-	-	-	-	-	-	-	-
TOTAL BASIC PROGRAMS	\$ 15,755,830	\$ 9,800,904	\$ (5,954,926)	62%	-	-	-	-	-	-	-	-
ADDED NEEDS:												
SPECIAL EDUCATION	3,408,219	2,132,464	(1,275,755)	63%	-	-	-	-	-	-	-	-
CHILDCARE PROGRAM	296,734	172,964	(123,770)	58%	-	-	-	-	-	-	-	-
TITLE I GRANT	918,280	628,503	(289,777)	68%	-	-	-	-	-	-	-	-
VOCATIONAL EDUCATION	594,690	370,410	(224,280)	62%	-	-	-	-	-	-	-	-
AT RISK GRANT	1,357,163	618,468	(738,695)	46%	-	-	-	-	-	-	-	-
ROBOTICS AND ADAPTIVE TECH GRANTS	22,740	12,691	(10,049)	56%	-	-	-	-	-	-	-	-
SAFETY GRANT	162,504	162,504	-	100%	-	-	-	-	-	-	-	-
EARLY LITERACY GRANT/LITERACY COACH GRANT	103,564	39,487	(64,097)	38%	-	-	-	-	-	-	-	-
TOTAL ADDED NEEDS	\$ 6,863,914	\$ 4,137,491	\$ (2,726,423)	60%	-	-	-	-	-	-	-	-
CONTINUING EDUCATION:												
ADULT EDUCATION	174,703	105,636	(69,067)	60%	-	-	-	-	-	-	-	-
COMMUNITY EDUCATION	150,330	113,135	(37,195)	75%	-	-	-	-	-	-	-	-
TOTAL CONTINUING EDUCATION	\$ 325,033	\$ 218,771	\$ (106,262)	67%	-	-	-	-	-	-	-	-
TOTAL INSTRUCTION	\$ 22,944,777	\$ 14,157,168	\$ (8,787,611)	62%	-	-	-	-	-	-	-	-
SUPPORTING SERVICES:												
PUPIL SERVICES:												
GUIDANCE SERVICES	434,737	292,547	(142,190)	67%	-	-	-	-	-	-	-	-
TOTAL PUPIL SERVICES	\$ 434,737	\$ 292,547	\$ (142,190)	67%	-	-	-	-	-	-	-	-
INSTRUCTIONAL STAFF:												
TITLE II, PART A/RURAL EDUCATION GRANT/TITLE IV	384,611	124,469	(260,142)	32%	-	-	-	-	-	-	-	-
IMPROVEMENT OF INSTRUCTION	322,465	195,429	(127,036)	61%	-	-	-	-	-	-	-	-
MEDIA SERVICES	201,605	139,602	(62,003)	69%	-	-	-	-	-	-	-	-
TOTAL INSTRUCTIONAL STAFF	\$ 908,681	\$ 459,500	\$ (449,181)	51%	-	-	-	-	-	-	-	-
GENERAL ADMINISTRATION:												
BOARD OF EDUCATION	98,645	53,528	(45,117)	54%	-	-	-	-	-	-	-	-
EXECUTIVE ADMINISTRATION	375,639	281,599	(94,040)	75%	-	-	-	-	-	-	-	-
HUMAN RESOURCES	224,984	156,730	(68,234)	70%	-	-	-	-	-	-	-	-
TOTAL GENERAL ADMINISTRATION	\$ 699,248	\$ 491,857	\$ (207,391)	70%	-	-	-	-	-	-	-	-
SCHOOL ADMINISTRATION:												
SCHOOL ADMINISTRATION	2,533,582	1,787,093	(746,489)	71%	-	-	-	-	-	-	-	-

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
 March 31, 2020
 Report 19-223

Combined Statement of Revenue, Expenditures, and Fund Balance
General, School Service, and Capital Project Funds
 As of 3/31/2020
 Unaudited

	General Fund			School Service Fund			Capital Projects Fund-Sinking Fund					
	BUDGET REVISION #1	YTD Actual	Over (Under) Budget	% Rec'd/Used	BUDGET REVISION #1	YTD Actual	Over (Under) Budget	% Rec'd/Used	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/Used
TOTAL SCHOOL ADMINISTRATION	\$ 2,533,582	\$ 1,787,093	\$ (746,489)	71%								
BUSINESS SERVICES:												
FISCAL SERVICES	\$ 369,829	\$ 267,077	\$ (102,752)	72%								
TECHNOLOGY MANAGEMENT	\$ 507,466	\$ 211,037	\$ (296,429)	42%								
TOTAL BUSINESS SERVICES	\$ 877,295	\$ 478,114	\$ (399,181)	54%								
OPERATIONS AND MAINTENANCE:												
OPERATIONS AND MAINTENANCE	\$ 2,882,686	\$ 2,056,152	\$ (826,534)	71%								
TOTAL OPERATIONS AND MAINTENANCE	\$ 2,882,686	\$ 2,056,152	\$ (826,534)	71%								
PUPIL TRANSPORTATION SERVICES:												
PUPIL TRANSPORTATION SERVICES	\$ 989,420	\$ 717,382	\$ (272,038)	73%								
TOTAL PUPIL TRANSPORTATION	\$ 989,420	\$ 717,382	\$ (272,038)	73%								
OTHER SERVICES:												
COMMUNICATION SERVICES	\$ 58,072	\$ 30,784	\$ (27,288)	53%								
ATHLETICS	\$ 563,962	\$ 298,776	\$ (265,186)	53%								
PRINTING AND OTHER SUPPORT SERVICES	\$ 39,681	\$ 27,585	\$ (12,096)	70%								
TOTAL OTHER SERVICES	\$ 661,715	\$ 357,145	\$ (304,570)	54%								
TOTAL SUPPORTING SERVICES	\$ 9,987,364	\$ 6,639,790	\$ (3,347,574)	66%								
OUTGOING TRANSFERS/FUND MODIFICATIONS:												
OTHER	\$ 94,000	\$ 20,757	\$ (73,243)	22%								
TOTAL OUTGOING TRANSFERS/FUND MODIFICATIONS	\$ 94,000	\$ 20,757	\$ (73,243)	22%								
FOOD SERVICE EXPENDITURES												
CAPITAL PROJECT EXPENDITURES												
TOTAL EXPENDITURES	\$ 33,026,141	\$ 20,817,713	\$ (12,208,428)	63%	\$ 1,927,912	\$ 1,330,280	\$ (597,632)	69%	\$ 2,907,188	\$ 941,816	\$ (1,965,372)	32%
REVENUE OVER or (UNDER) EXPENDITURES	\$ (832,692)	\$ (2,422,049)	\$ (1,589,357)		\$ (67,258)	\$ (117,372)	\$ (50,114)		\$ (1,722,058)	\$ 251,208	\$ 1,973,266	
AUDITED FUND BALANCE, JULY 1, 2019	4,395,702	4,395,702	-		71,728	71,728	-		5,972,807	5,972,807	-	
PROJECTED FUND BALANCES - June 30, 2020	3,563,010				4,470				4,250,749			

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
April 27, 2020

Report 19-224

FOR ACTION

Subject:

Resolution to Grant Emergency Powers to the Superintendent to Comply with Executive Order 2020-35

Recommendation:

Resolve that the Board of Education adopt the Resolution that grants to the Superintendent the temporary powers authorized by this Resolution and are in effect for the duration identified in Executive Order 2020-35 and any subsequent extension of that order, unless otherwise rescinded or extended by the Board upon majority vote.

Rationale:

On April 2, 2020, Governor Whitmer announced that in-person instruction for students in grades K-12 is suspended for the remainder of the 2019-2020 school year. School buildings must remain closed for purposes of providing instruction and districts are required to prepare and implement a continuity of learning and COVID-19 response plan describing the methods districts will use to provide alternative modes of instruction, among other things.

Executive Order 2020-35 also temporarily suspends and/or waives certain legal requirements for this school year. As a result, certain board policies are affected, including policies relating to instruction and curriculum, such as Policies 2220, 2231, 2521, and 2623; policies related to attendance, promotion, graduation, and grading requirements, such as Policies 5200, 5410, 5421, and 5460; policies addressing professional and administrative staff evaluations, such as Policies 1420 and 3220; and policies relating to school calendar, continuity of operations, and free and reduced price meals, such as Policy 8210, 8300, and 8531. This is just a sampling of policies that may be affected by Executive Order 2020-35.

Boards of Education are not required to amend each and every policy affected by the Executive Order. Rather, boards may exercise the power granted under bylaw 0131.1 and adopt a resolution granting emergency powers to the Superintendent, including the power to modify, alter, suspend, or otherwise address the need to vary from certain school policies for the remainder of this school year.

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	Special Release - April 2020
Title	Resolution to Grant Emergency Powers to the Superintendent To Comply with Executive Order 2020-35
Code	6 - Resolution
Status	First Reading

MEMORANDUM

To: Neola Clients

From: Neola Counsel

RE: Resolution to Grant Emergency Powers to the Superintendent To Comply with Executive Order 2020-35

Date: April 3, 2020

Whereas on April 2, 2020, Gov. Gretchen Whitmer issued Executive Order 2020-35 requiring, among other things, the continued closure of all Michigan public and private school buildings for educational purposes as a safeguard against the further spread of COVID-19 and requiring each public school to develop a plan for continued instruction through alternative means to be implemented by no later than April 28, 2020; and

Whereas, Executive Order 2020-35 also temporarily suspends numerous provisions of the Revised School Code and the State School Aid Act and, therefore, changes the legal requirements relating to certain Board policies, including but not limited to, attendance, curriculum, graduation requirements, assessments, teacher and administrator evaluations, school calendar, and grading; and

Whereas, the Board intends to comply with Executive Order 2020-35 and, accordingly, temporarily suspend or alter affected policies and otherwise take required actions consistent with the Executive Order; and

Whereas the Board of Education finds that the current state of emergency requires that the Superintendent be granted greater flexibility to respond quickly and appropriately to the evolving crisis, including complying with Executive Order 2020-35; and

Whereas under board Bylaw 0131.1 ~~or other applicable local Board policy~~, the operation of any section or sections of Board policies not established by law or contract may be suspended temporarily by a majority vote of Board members at a public meeting held in compliance with law and Board policy;

NOW THEREFORE, BE IT RESOLVED that the **Owosso Public Schools** ~~[name of School District]~~ Board of Education grants to the Superintendent the following temporary powers to address the COVID-19 emergency, including ensuring compliance with Executive Order 2020-35:

1. Authority to temporarily waive, alter or suspend such Board policies or provisions of Board policies as the Superintendent shall deem necessary to comply with Executive Order 2020-35.
2. Authority to take any lawful actions necessary to comply with Executive Order 2020-35, including, but not limited to, development and implementation of a plan to provide alternative instruction. Such actions may include, but are not limited to: adjustments to the curriculum and the provision of alternative educational program options; adjustments to the calendar; adjustments to employee work schedules and assignments; limitations on access to property owned or controlled by the **Owosso Public Schools** ~~[name of School District]~~; and hiring of providers and/or partnering with other districts or ISDs.

NOW, BE IT FURTHER RESOLVED that the Superintendent is directed to keep the Board of Education informed of any actions taken under this emergency authority as soon as is practicable in light of the circumstances.

NOW, BE IT FURTHER RESOLVED that the temporary powers authorized by this Resolution are in effect for the duration identified in Executive Order 2020-35 and any subsequent extension of that order, unless otherwise rescinded or extended by the Board upon majority vote.

NOW, BE IT FURTHER RESOLVED that execution of this Resolution is conclusive evidence of the Board of Education's approval of **28** this action and of the authority granted herein.

Adopted and approved this ____ day of _____, 2020.

President, on behalf of Owosso Public Schools Date

the Owosso Public Schools Board of Education

This legal alert is intended as general information and not legal advice. No attorney-client relationship exists. If legal advice is required, obtain the services of an attorney.

Last Modified by Clara Pitt on April 17, 2020

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
April 27, 2020
Report 19-225

FOR ACTION

Subject:

Adoption of 403(b) pre-approved plan documents

Recommendations:

Resolve that the Board adopt the accompanying pre-approved IRS plan documents “Volume Submitter Plan Document No. 04” and “Volume Submitter 403(b) Agreement #04002” as presented

Rationale:

Adoption will assure that the District’s plan documents are compliant with the provisions for plan documents outlined in the IRS code for 403(b) plans

Facts/Statistics:

The District offering the opportunity for employees to utilize a 403(b) plan pre-tax earnings to save for retirement has been available for a long time. The requirements for keeping the plan compliant with IRS regulations has evolved over time so much so that that a number of years ago the District contracted with Mid-America, an independent third party administrator, for a nominal per participant employee fee to assure compliance for investment vendors, contribution limits etc... At the end of 2018, Mid-America merged with TSACG (TSA Consulting Group). At that time, TSACG required the District to put in place a pre-approved IRS 403(b) plan document (“Volume Submitter Plan Document No. 04”) in conjunction with an agreement (“Volume Submitter 403(b) Agreement #04002”) that would take the District’s written plan document and outline the requested specific District provisions.

In reviewing the timeline and implementation, it has been noted that it does not appear that the District formally had the Board adopt these documents. The Internal Revenue Service previously provided guidance on individual document language but this guidance is not necessary if the District adopts pre-approved IRS plan documents as supplied by TSCAG. The deadline for adoption of these pre-approved plan documents was originally March 31, 2020 but has been extended into June due to the COVID 19 pandemic. However, it is considered prudent for the District to take the formalized steps for adoption in order to be compliant with IRS requirements.

It should be noted that the provisions of the plan as presented do not represent a change to how the plan has been implemented or offered over the years but only represents the need to have compliant documents with all the appropriate definitions and provisions.

Motion

Seconded

Vote – Ayes

Nays

Motion

Volume Submitter
403(b) Plan Document
Plan Document No. 04

Owosso Public Schools, MI

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**Section 403(b) Plan Document for
Public Schools, Community Colleges, and Public Universities and Colleges**

Article I – Purpose

- 1.01 **Purpose:** Section 403(b) of the Code of 1986 permits contributions to be made to annuity contracts and custodial accounts under a 403(b) Plan to provide retirement benefits for employees of certain non-profit educational, charitable, humane and religious organizations. The Employer whose name and signature appear on the Adoption Agreement hereby adopts a 403(b) Plan in the form of this Volume Submitter 403(b) Plan Document for Public Schools, as modified by the information provided and selections made in the Adoption Agreement, for the exclusive benefit of Employees and their beneficiaries.

Article II- Definitions

The following words and terms, when used in the Plan and the Adoption Agreement, shall have the meaning set forth below.

- 2.01 **Account:** The account or accumulation maintained for the benefit of any Participant or Beneficiary under one or more Annuity Contracts or Custodial Accounts. For purposes of this Plan a separate account (including a separate bookkeeping account) shall include separate accounting.
- 2.02 **Account Balance:** The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the Participant's Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If permitted in the applicable Annuity Contract or Custodial Account Agreement, in the case where a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Article VIII for rollover contributions and plan-to-plan transfers or exchanges made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an Alternate Payee (as defined in section 414(p)(8) of the Code).
- 2.03 **Accumulated Benefit:** the sum of a Participant's or Beneficiary's Account Balances under all Funding Vehicles under the Plan.
- 2.04 **Administrative Appendix (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 Plan. Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the Administrative Appendix. The Appendix will also include a list of all the Vendors of Funding Vehicles approved for use under the Plan, including sufficient information to identify the approved Funding Vehicles. This Appendix may be modified from time to time. A modification of the Appendix is not an amendment of the Plan.
- 2.05 **Administrator:** The person, committee, or other organization named in the Adoption Agreement, appointed by the Employer to administer the Plan. If no such Entity is named, the Administrator shall be the Employer. Functions of the Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of the Individual Agreements, written service agreements or other documents under the Plan. For this purpose, an Employee is treated as having a substantial portion of his or her duties devoted to administration of the Plan if the Employee's duties with respect to administration of the Plan are a regular part of the Employee's duties and the Employee's duties relate to Participants and Beneficiaries generally (and the Employee only performs those duties for himself or herself as a consequence of being a Participant or Beneficiary). Such duties shall be outlined and provided to the Employer under the Administrative Appendix.
- 2.06 **Adoption Agreement:** The instrument completed and executed by the Employer, in which the Employer adopts this Volume Submitter 403(b) Plan and selects its options under the Plan. Such Agreement may be amended by the Employer from time to time.
- 2.07 **After-Tax (Nondeductible) Employee Contribution:** Any contribution made to the Plan by a Participant as an After-Tax Employee Contribution that is included in the Participant's gross income in the year in which made and that is maintained under a separate account or separate accounting to which earnings and losses are allocated. If elected by the Employer in the Adoption Agreement, After-Tax Employee Contributions may be designated as Mandatory Employee Contributions.

- 2.08 **Alternate Payee:** A spouse, former spouse, child or other dependent of a Participant who is assigned under a qualified domestic relations order (as defined in §414(p) of the Code) a right to receive all or a portion of the benefits payable with respect to a Participant.
- 2.09 **Annuity Contract:** A nontransferable group or individual contract as defined in sections 403(b)(1) and 401(g) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities under any applicable State law and that includes payment in the form of an annuity.
- 2.10 **Beneficiary:** The designated person or persons entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements. If no designation has been made, or if no beneficiary is living at the time of a Participant's death, his Beneficiary shall be:
- (a) His surviving spouse; but if he has no surviving spouse, then
 - (b) His surviving children, in equal shares; but if he has no surviving children, then
 - (c) His estate.

If the Individual Agreement permits, a Beneficiary may designate a subsequent Beneficiary(ies) to receive the remaining balance in the account upon such original Beneficiary's death.

2.11 **Break in Service**

- (a) **Hour of Service Method** - If the Employer has specified in the Adoption Agreement that the Hour of Service method shall be used, then a Break in Service shall mean a Plan Year during which an Employee does not complete more than 500 (or less, if so elected in the Adoption Agreement) Hours of Service with the Employer. However, in determining the Break in Service referenced in this paragraph, the computation period shall be the same as that which is used to determine a Year of Service for eligibility purposes.

Solely for the purpose 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 for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence. The Hours of Service credited under this paragraph shall be credited in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or, in all other cases, in the following computation period.

- (b) **Elapsed Time Method** - If the Employer has specified in the Adoption Agreement that the elapsed time method shall be used, then a Break in Service shall mean a Period of Severance of at least twelve-consecutive months.

A Period of Severance is a continuous period of time during which the Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits, or is discharged, or if earlier, the 12 month anniversary of the date on which the Employee was otherwise first absent from service.

In the case of an individual who is absent from work for maternity or paternity reasons, the twelve-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Break in Service.

- (c) For purposes of Section 2.11(a) and (b) above, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of the birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for the purpose of caring for such child for a period beginning immediately following such birth or placement. The total number of hours of service under this Section by reason of any such pregnancy or placement shall not exceed 501 hours.

- 2.12 **Code:** The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

- 2.13 **Collective Bargaining Agreement:** An agreement which the Secretary of Labor finds to be a Collective Bargaining Agreement between employee representatives and one or more employers, if there is evidence that retirement benefits were the subject of good faith bargaining and if less than two percent of the Employees of the Employer who are covered pursuant to that agreement are professionals as defined in section 1.410(b)(-9)(g) of the proposed regulations. 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.

- 2.14 **Compensation:**
- (a) All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Article III made to reduce compensation in order to have Elective Deferrals under the Plan). Such Compensation shall be determined under the most recent year of service pursuant to Section 403(b)(4) of the Code and which precedes the taxable year by no more than five years.
- (b) Notwithstanding section 2.14(a) above, if elected in the Adoption Agreement, the Employer may exclude certain forms of compensation for purposes of determining the maximum permitted Elective Deferrals, Employer Contributions, or any other contributions being made to this Plan.
- 2.15 **Custodial Account:** The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.
- 2.16 **Disabled:** The definition of disability provided in the applicable Individual Agreement. If not defined in the Individual Agreement, "Disabled" shall mean, pursuant to section 72(m)(7) of the Code, the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration. The permanence and degree of such impairment shall be supported by medical evidence.
- 2.17 **Elective Deferral:** The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. If elected by the Employer in the Adoption Agreement, Elective Deferrals may include pre-tax salary reduction contributions and Designated Roth Elective Deferrals.
- 2.18 **Employee:** Each individual, whether appointed or elected, who is a common law Employee of the Employer performing services for a Public School of the State, as an Employee of the Employer. This definition is not applicable unless the Employee's Compensation for performing services for a Public School is paid by the Employer. 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 government.
- 2.19 **Employer:** The entity whose name appears on the Adoption Agreement executed by it, any successor which elects to continue the Plan, and any predecessor which has maintained this Plan. Such Employer must be an organization which is a State or political subdivision of a State or an agency or instrumentality of either, that has employees who perform services for an educational institution (as defined in section 170(b)(1)(A)(ii) of the Code. For purposes of eligibility to participate in and make contributions to the Plan, "Employer" also includes any Related Employer that is an eligible employer within the meaning of section 1.403(b)-2(b)(8) of the Treasury Regulations and that is designated in the Adoption Agreement.
- 2.20 **Employer Contribution:** Amounts contributed by the Employer, other than Elective Deferrals, for the Participant pursuant to Article XII of the Plan.
- 2.21 **Employer Contribution Account:** The account established and maintained for each Participant consisting of the Participant's Employer Contribution Account and certain transfers, where no accounting has been maintained with respect to principal and interest on Elective Deferrals or other unknown amounts that are part of the Employee's 403(b) account.
- 2.22 **Entry Date:** The date designated by the Employer in the Adoption Agreement.
- 2.23 **Excess Deferral:** For any taxable year, that portion of an Employee's Elective Deferrals that exceeds the limits of Section 402(g) of the Code.
- 2.24 **Funding Vehicles:** The Annuity Contracts or Custodial Accounts that satisfy the requirements of section 1.403(b)-3 of the Treasury Regulations and that are issued or established for funding amounts held under the Plan. A list of Vendors of Funding Vehicles approved for use under the Plan, including sufficient information to identify the approved Funding Vehicles, shall be maintained in an appendix to the Plan. The terms governing each Individual Agreements for the Funding Vehicles under the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code, are hereby incorporated by reference in the Plan.

2.25 **Hardship (Financial Hardship):** Hardship is defined as an immediate and heavy financial need of the Employee where such Employee lacks other available resources. Unless the Employer maintains a separate Hardship Policy, the following are the only financial needs considered immediate and heavy:

- (a) expenses (within the meaning of section 213(d) of the Code) incurred or necessary for medical care of the Participant, the Participant's spouse, or dependents or the Participant's primary beneficiary (as defined in Q&A-5 of IRS Notice 2007-7);
- (b) the purchase (excluding mortgage payments) of a principal residence for the Participant;
- (c) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, the Participant's spouse, children or dependents or the Participant's primary beneficiary;
- (d) payments necessary to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant's principal residence;
- (e) payments for burial or funeral expenses for the Participant's deceased parent, spouse, child or dependent (as defined in Section 152, and, beginning on or after August 17, 2006, without regard to Section 152(d)(1)(B)) the Participant's primary beneficiary;
- (f) expenses to repair damage to the Participant's principal residence that would qualify for the casualty loss deduction under Code section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); or
- (g) Other definitions of immediate and heavy financial needs promulgated by the Commissioner of Internal Revenue through the publication of revenue rulings, notices, and other documents of general applicability.

The Plan must demonstrate that it satisfies section 1.401(k)-(1)(d)(3)(iv)(E) of the Treasury Regulations.

2.26 **Hour of Service:**

- (a) Each hour for which an Employee is directly or indirectly compensated, or entitled to compensation, by the Employer for the performance of duties during the applicable computation period; each hour for which an Employee is directly or indirectly compensated or entitled to compensation by the Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, jury duty, disability, lay-off, military duty, or Authorized Leave of Absence) during the applicable computation period; and, each hour for which back pay is awarded or agreed to by the Employer without regard to mitigation of damages.
- (b) Notwithstanding the above, (1) no more than 501 Hours of Service are required to be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period), (2) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation, or disability insurance laws; and (3) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or for medically-related expenses incurred by the Employee.
- (c) For purposes of this Section, a payment shall be deemed to be made by, or due from, the Employer regardless of whether such payment is made by, or due from, the Employer directly or indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums, and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.
- (d) An Hour of Service must be counted for the purpose of determining a year of participation for purposes of accrued benefits and the employment (or re-employment) commencement date. The provisions of Department of Labor Regulations 2530.200b 2 are incorporated herein by reference.

2.27 **Individual Agreement(s):** The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

2.28 **Nonresident Alien:** A nonresident alien who receives no earned income from the Employer which constitutes income from sources within the United States (within the meaning of section 861(a)(3) of the Code).

- 2.29 **Participant:** An individual for whom Elective Deferrals or Employer Contributions are currently being made, or for whom Elective Deferrals or Employer Contributions have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan. All Employees of the Employer will be eligible to participate in the Plan except for those Employees excluded in the Adoption Agreement.
- 2.30 **Plan:** The name of the Plan, as indicated on the Employer's Adoption Agreement.
- 2.31 **Plan Year:** The calendar year, unless a different 12 month period or a short Plan Year is specified by the Employer in the Adoption Agreement.
- 2.32 **Public School:** An educational organization described in section 170(b)(1)(A)(ii) of the Code (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). Such definition shall also include State Departments of Education pursuant to Revenue Ruling 73-607.
- 2.33 **Qualified Employee:** For purposes of the special section 403(b) Catch-up limitation (defined under section 4.02, an Employee who has completed at least 15 Years of Service taking into account only employment with the Employer.
- 2.34 **Qualified Organization:** An organization that is an educational organization described in section 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).
- 2.35 **Related Employer:** The Employer and any other entity which is under common control with the Employer under section 414(b), (c), (m) or (o) of the Code as defined in section 1.403(b)-2(b)(8) of the Treasury Regulations and that is designated in the Adoption Agreement. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.
- 2.36 **Roth Elective Deferrals:** A Roth Elective Deferral is an Elective Deferral that is: (1) designated irrevocably by the Participant at the time of the cash or deferred election as a Roth Elective Deferral that is being made in lieu of all or a portion of the pre-tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and (2) treated by the employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.
- 2.37 **Salary Reduction Agreement:** A legally binding agreement between the Employer and Employee whereby the Employee authorizes a reduction in the Employee's future salary or foregoes an increase in salary with respect to amounts earned after the Plan's effective date, and whereby the Employer agrees to contribute the amount of salary reduced or foregone by the Employee to the Plan. The Salary Reduction Agreement may be terminated at any time by either the Employer or the Employee with respect to amounts not yet earned by the Employee.
- 2.38 **Severance from Employment:** For purpose of the Plan, Severance from Employment means that the Employee ceases to be employed by the Employer maintaining the Plan or a Related Employer that is eligible to maintain a section 403(b) Plan. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a Public School, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a Public School or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).
- 2.39 **Sponsor of the 403(b) Volume Submitter Plan (Sponsor):** The entity identified in the Adoption Agreement and who has received an Advisory Letter from the IRS with respect to the Plan.
- 2.40 **State:** A State, a political subdivision of a State, or any agency or instrumentality of a State. "State" includes the District of Columbia (pursuant to section 7701(a)(10) of the Code). An Indian tribal government is treated as a State pursuant to section 7871(a)(6)(B) of the Code for purposes of section 403(b)(1)(A)(ii) of the Code.
- 2.41 **Valuation Date:** The date or dates specified by the Employer and communicated to the Administrator.
- 2.42 **Vendor:** The provider of an Annuity Contract or Custodial Account. The Vendors selected by the Employer to receive ongoing payroll contributions shall be specified in the Administrative Appendix. Such Plan Vendor Attachment shall specify the Vendors who have entered into Information Sharing Agreements. Such Attachment shall be construed to be a part of the 403(b) Plan, and may be amended at any time by the Employer by re-executing such Plan Vendor Attachment.
- 2.43 **Year of Service:**

- (a) For purposes of determining Includible Compensation or Special Catch-Up Contributions, "Year of Service" means 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.
- (b) For purposes of determining Eligibility and Vesting for Employer Contributions, Year of Service shall be determined by one of the following methods:
- (1) Hours of Service Method: If the Employer has specified in the Adoption Agreement that service will be credited on the basis of hours, days, weeks, semi-monthly payroll periods, or months, a Year of Service is a 12-consecutive month computation period during which the Employee completes at least the number of Hours of Service (not to exceed 1,000) specified in the Adoption Agreement.
 - (2) Elapsed Time Method:
 - (A) If the Employer has specified in the Adoption Agreement (or if the Adoption Agreement default is) that service will be credited under the Elapsed Time Method, for purposes of determining an Employee's initial or continued eligibility to participate in the Plan or the nonforfeitable interest in a Participant's account balance derived from Employer Contributions, a Year of Service is a period of service of 365 days
 - (B) For purposes of determining an Employee's initial or continued eligibility to participate in the Plan or the nonforfeitable interest in the Participant's account balance derived from Employer Contributions, (except for periods of service which may be disregarded on account of the "rule of parity") 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 an 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.
 - (3) Except where specifically excluded under in the Adoption Agreement, all of an Employee's Years of Service shall be taken into account for eligibility and vesting purposes, including Years of Service for an employee to be aggregated with the Employer pursuant to section 414(b), (c), or (m) of the Code.

2.44 **Definitions Related to Eligible Automatic Contribution Arrangements (EACAs):**

- (a) EACA: An "EACA" is an automatic contribution arrangement that satisfies the uniformity requirement in Section 3 of this Article and the notice requirement in Section 4 of this Article.
- (b) Automatic Contribution Arrangement: An "automatic contribution arrangement" is an arrangement under which, in the absence of an affirmative election by a Covered Employee, a certain percentage of the Covered Employee's Compensation will be contributed to the Plan as an Elective Deferral in lieu of being included in the Covered Employee's pay.
- (c) Covered Employee: A "Covered Employee" is a Participant identified in the Adoption Agreement as being covered under the EACA.
- (d) Default Elective Deferrals: "Default Elective Deferrals" are the Elective Deferrals contributed to the Plan under the EACA on behalf of Covered Employees who do not have an affirmative election in effect regarding Elective Deferrals.
- (e) Default Percentage: The "Default Percentage" is the percentage of a Covered Employee's Compensation contributed to the Plan as a Default Elective Deferral for the Plan Year. The Default Percentage is specified in the Adoption Agreement.

2.45 **Definitions Related to Limitation on Annual Additions:**

- (a) Annual Additions: The following amounts credited to a Participant under the Plan or any other plan aggregated with the Plan under sections 5.01(b) and 5.01(c):

- (1) Employer contributions, including Elective Deferrals (other than age 50 Catch up contributions described in section 414(v) of the Code and contributions that have been distributed to the Participant as Excess Elective Deferrals);
- (2) After-tax Employee contributions;
- (3) Forfeitures allocated to the Participant's Account;
- (4) Amounts allocated to an individual medical account, as defined in section 415(l)(2) of the Code, which is part of a pension or annuity plan, and amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in section 419A(d)(3) of the Code, under a welfare benefit fund, as defined in section 419(e) of the Code; and
- (5) Allocations under a simplified employee pension.

Amounts described in 2.45(a)(1), (2), (3) and (5) are annual additions for purposes of both the dollar limitation under section 2.45(d)(1) and the percentage of compensation limitation under section 2.45(d)(2). Amounts described in (d) are annual additions solely for purposes of the dollar limitation under section 2.45(d)(1).

(b) **Includible Compensation:**

- (1) An Employee's actual wages that are included in the Participant's gross income for Federal income tax purposes (computed without regard to section 911 of the Code, relating to United States citizens or residents living abroad), including differential wage payments under section 3401(h) of the Code for the most recent period that is a Year of Service. Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in gross income but for the rules of section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code. Includible Compensation does not include any compensation received during a period when the Employer was not an eligible employer within the meaning of section 1.403(b)-2(b)(8) of the Treasury Regulations. The amount of Includible Compensation is determined without regard to any community property laws. Except as provided in section 1.401(a)(17)-1(d)(4)(ii) of the Treasury Regulations with respect to eligible Participants in governmental plans, the amount of Includible Compensation of each Participant taken into account in determining contributions shall not exceed \$265,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code for periods after 2016.
 - (2) For purposes of applying the limitations on Annual Additions to nonelective Employer contributions pursuant to section 415 of the Code, Includible Compensation for a Participant who is permanently and totally disabled (as defined in section 72(m)(7) of the Code) 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.
- (c) **Limitation Year:** The Limitation Year means the Plan Year selected in the Adoption Agreement. However, if the Participant is in control of an Employer pursuant to section 5.01(c) above, the Limitation Year shall be the Limitation Year in the defined contribution plan controlled by the Participant.
- (d) **Maximum Annual Addition:** The Annual Addition that may be contributed or allocated to a Participant's account under the Plan for any Limitation Year shall not exceed the lesser of:
- (1) \$53,000, as adjusted for increases in the cost-of-living under section 415 (d) of the Code for 2015 or 2016 periods, or
 - (2) 100 percent of the Participant's Includible Compensation for the Limitation Year.
- (e) **Contributions for Medical Benefits After Separation of Service:** The Includible Compensation limit referred to in referred to in (d)(2) above shall not apply to any contribution for medical benefits after separation from service (within the meaning of section 401(h) or section 419A(f)(2) of the Internal Revenue Code) which is otherwise treated as an Annual Addition.
- (f) **Section 403(b) Prototype Plan:** A Section 403(b) Prototype Plan means a section 403(b) plan the form of which is the subject of a favorable opinion letter from the Internal Revenue Service.
- (g) **Employer:** Solely for purposes of this Article, "Employer" means the employer that has adopted the Plan and any employer required to be aggregated with that employer under section 414(b) and (c) (taking into account section 415(h)), (m), (o), of the Internal Revenue Code and section 1.414(c)-5 of the Treasury Regulations.
- (h) **Excess Annual Addition.** "Excess Annual Addition" means the excess of the Annual Additions credited to the Participant for the Limitation Year under the Plan and plans aggregated with the Plan under sections 5.01(b) (c) over the Maximum Annual Addition for the Limitation Year under section 5.01(d)

2.46 **Definitions Related to Employer Contributions:**

- (a) Vested Percentage: The nonforfeitable percentage of each Participant's Employer Contribution Account determined in accordance with the vesting formula specified in the Adoption Agreement.
- (b) For Vesting Purposes - For purposes of computing the Employee's nonforfeitable right to the account balance derived from Employer Contributions, Years of Service and Breaks in Service will be measured by the Plan Year.
- (c) If 100% vesting after 2 years of service is selected in the Adoption Agreement and if an Employee has a 1-year Break in Service before satisfying the Plan's requirement for eligibility, service before such break will not be taken into account.

Article III - Participation and Contributions

- 3.01 **Eligibility:** Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer, or if later, the Entry Date specified in the Adoption Agreement. If elected by the Employer in the Adoption Agreement the following Employees may also be excluded: (a) nonresident aliens who receive no earned income from the Employer which constitutes income from sources within the U.S.; (b) Employees who are participants in an eligible deferred compensation plan within the meaning of section 457 of the Code or a qualified cash or deferred arrangement of the Employer or another custodial account or annuity described in section 403(b) of the Code; (c) students performing services in the employee of a school, college, or university as described in section 3121(b)(10); and (d) an Employee who normally works fewer than 20 hours per week.

For exclusions outlined above under Section 3.01(c) and (d), if any Employee in one of these two categories is permitted to participate, then all employees in that category must be permitted to participate in 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 section 410(a)(3)(C) of the Code) 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.

If the Employer has elected the "20 hour rule" in the Adoption Agreement as an exclusion for Employees to be eligible to defer, once the Employee is eligible they will remain eligible for future years.

3.02 **Compensation Reduction Election:**

- (a) General Rule: An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the Administrator or its designated agent. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than \$200, and may change such minimum to a different amount (but not in excess of \$200 or such lower amount so specified in the Adoption Agreement), from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the Employee's election, or if later, the Entry Date specified in the Adoption Agreement.
- (b) Compensation for Compensation Reduction Election: For purposes of the Compensation Reduction Election, unless elected otherwise in the Adoption Agreement, "Compensation" means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee's gross income for the calendar year and amounts that would be cash compensation includible in gross income but for a reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including a Compensation Reduction Election under the Plan).
- (c) Leave of Absence: Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.
- (d) Timing of Elective Deferrals: Elective Deferrals must be transferred to the Plan within a period that is not longer than what is reasonable for the proper administration of the Plan. Since this Plan is not subject to ERISA, notwithstanding any policy adopted to the contrary, the applicable State laws requirements shall be used.

3.03 Eligible Automatic Contribution Arrangement (EACA)

(a) Rules of Application

- (1) Employer Election of EACA Option: If an EACA is permitted under the terms of an Individual Agreement and the Employer has elected the EACA option in the Adoption Agreement, the provisions of this Section 3.03 shall apply for the Plan Year 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.
- (2) Default Elective Deferrals: Default Elective Deferrals will be made on behalf of Covered Employees who do not have an affirmative election in effect regarding Elective Deferrals. The amount of Default Elective Deferrals made for a Covered Employee each pay period is equal to the Default Percentage specified in the Adoption Agreement multiplied by the Covered Employee's Compensation for that pay period. If the Employer has so elected in the Adoption Agreement, a Covered Employee's Default Percentage will increase by one percentage point each Plan Year, beginning with the second Plan Year that begins after the Default 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.
- (3) Right to Make Affirmative Election: A Covered Employee will have a reasonable opportunity after receipt of the notice described in Section 3.03(d) of this Article to make an affirmative election regarding Elective Deferrals (either to have no Elective Deferrals made or to have a different amount of Elective Deferrals made) before Default Elective Deferrals are made on the Covered Employee's behalf. Default 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 to have no Elective Deferrals made or to have a different amount of Elective Deferrals made.

(b) Definitions: Refer to Article II, Section 2.43 for definitions related to Eligible Automatic Contribution Arrangements (EACAs).

(c) Uniformity Requirement

- (1) Non-increasing Default Percentage. Except as provided in Section 3.03(c)(2) below or if the Employer has elected an increasing Default Percentage in the Adoption Agreement, the same percentage of Compensation will be withheld as Default Elective Deferrals from all Covered Employees subject to the Default Percentage.
- (2) Required Reduction or Cessation of Default Elective Deferrals. Default Elective Deferrals will be reduced or stopped to meet the limitations under §§ 402(g), and 415 of the Code and to satisfy any suspension period required after a distribution.

(d) Notice Requirement

- (1) Timing of Notice. At least 30 days, but not more than 90 days, before the beginning of the Plan Year, the Employer will provide each Covered Employee a notice of the Covered Employee's rights and obligations under the EACA as described in section 3.03(d)(2), written in a manner calculated to be understood by the average Covered Employee. If an 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 will be provided no more than 90 days before the Employee becomes a Covered Employee but not later than the date the Employee becomes a Covered Employee.
- (2) Content of Notice: The notice must accurately describe:
 - (A) The amount of Default 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 Default Elective Deferrals will be invested in the absence of the Covered Employee's investment instructions; and
 - (D) The Covered Employee's right under section 3.03(e)(1) to make a withdrawal of Default Elective Deferrals and the procedures for making such a withdrawal.

(e) Withdrawal of Default Elective Deferrals

- (1) 90-Day Withdrawal Period. No later than 90 days after a Covered Employee's pay is first reduced by Default Elective Deferrals, the Covered Employee may request a distribution of his or her Default Elective Deferrals. No spousal consent is required for a withdrawal under this Section 3.03(e).
 - (2) Amount of Withdrawal. The amount to be distributed from the Plan upon the Covered Employee's request is equal to the amount of Default 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.
 - (3) Effect of Withdrawal on Elective Deferrals. Unless the Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Elective Deferrals made on the Covered Employee's behalf as of the date specified in Section 3.03(e)(2) above.
 - (4) Treatment of Withdrawn Amounts. Default Elective Deferrals distributed pursuant to this Section 3.03 are not counted towards the dollar limitation on Elective Deferrals contained in Code § 402(g). Matching Contributions that might otherwise be allocated to a Covered Employee's Account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Elective Deferrals pursuant to this Section 3.03 and any Matching Contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Section 3.03 will be forfeited.
- (f) Special Rule for Distribution of Excess Aggregate Contributions: If the Employer has elected in the Adoption Agreement that all Participants are Covered Employees, then the Plan has until 6 months (rather than 2½ months) after the end of the Plan Year to distribute Excess Aggregate Contributions and avoid the Code section 4979 10% excise tax.

3.04 **Roth 403(b) Elective Deferrals**

(a) General Application

- (1) If the Employer has elected in the Adoption Agreement, this Section 3.04 will apply to contributions beginning with the effective date specified in the Adoption Agreement but in no event before the first day of the first taxable year beginning on or after January 1, 2006.
- (2) As of the effective date under section 3.04(a)(1), the Plan will accept Roth Elective Deferrals made on behalf of Participants. A Participant's Roth Elective Deferrals will be allocated to a separate account maintained for such deferrals as described in section 3.04(b).
- (3) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Elective Deferrals for all purposes under the Plan.

(b) Separate Accounting

- (1) Contributions and withdrawals of Roth Elective Deferrals will be credited and debited to the Roth Elective Deferral account maintained for each Participant.
- (2) The Plan will maintain a record of the amount of Roth Elective Deferrals in each Participant's account.
- (3) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Elective Deferral account and the Participant's other accounts under the Plan.
- (4) No contributions other than Roth Elective Deferrals and properly attributable earnings will be credited to each Participant's Roth Elective Deferral account.

(c) Direct Rollovers

- (1) Notwithstanding any provision in this Plan, a direct rollover of a distribution from a Roth Elective Deferral account under the Plan will only be made to another Roth Elective Deferral account under an applicable retirement plan described in section 402A(e)(1) or to a Roth IRA described in section 408A, and only to the extent the rollover is permitted under the rules of section 402(c).
- (2) Notwithstanding any provision in this Plan, unless otherwise provided by the Employer in the Adoption Agreement, the Plan will accept a rollover contribution to a Roth Elective Deferral account only if it is a direct rollover from another Roth Elective Deferral account under an applicable retirement plan described in section 402A(e)(1) and only to the extent the rollover is permitted under the rules of section 402(c).
- (3) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amounts of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferral account is not taken into account in determining whether

distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. However, eligible rollover distributions from a Participant's Roth Elective Deferral account are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.

- 3.05 **Information Provided by the Employee:** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.
- 3.06 **Change in Elective Deferrals Election:** Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her investment direction, and his or her designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor, or if applicable, the Administrator.
- 3.07 **Contributions Made Promptly:** Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle as soon as administratively feasible. An Employer may adopt a policy and procedure that will satisfy State Law requirements or adopt the IRS safe harbor rule of depositing the amounts within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant, as long as the IRS safe harbor is not a longer period than the applicable State law.

Article IV - Limitations on Amounts Deferred and Other Special Contribution Rules

- 4.01 **Basic Annual Limitation for Elective Deferrals:** Except as provided in Sections 4.02 and 4.03, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is \$18,000 for 2015 and 2016, and is adjusted for cost-of-living after 2016 to the extent provided under section 415(d) of the Code.
- 4.02 **Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service:** If elected by the Employer in the Adoption Agreement and if the Employer is a Qualified Organization (within the meaning of § 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the applicable dollar amount under Section 4.01 for any "Qualified Employee" is increased (to the extent provided in the Individual Agreements) by the least of:
- (a) \$3,000;
 - (b) The excess of:
 - (1) \$15,000, over
 - (2) The total special 403(b) catch-up elective deferrals made for the Qualified Employee by the Qualified Organization for prior years; or
 - (c) The excess of:
 - (1) \$5,000 multiplied by the number of years of service of the employee with the qualified organization, over
 - (2) The total Elective Deferrals made for the employee by the qualified organization for prior years.
- 4.03 **Age 50 Catch-up Elective Deferral Contributions:** If elected by the Employer in the Adoption Agreement, an Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is \$6,000 for 2015 and 2016, and is adjusted for cost-of-living after 2016 to the extent provided under the Code.
- 4.04 **Coordination of Catch-up Contributions:** Amounts in excess of the limitation set forth in Section 4.01 shall be allocated first to the special 403(b) catch-up under Section 4.02 and next as an age 50 catch-up contribution under Section 4.03. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.
- 4.05 **Special Rule for a Participant Covered by Another Section 403(b) Plan:** For purposes of this Article IV, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article IV. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan

maintained by a Related Employer shall be taken into account for purposes of Section 4.02 only if the other plan is a section 403(b) plan.

4.06 Correction of Excess Elective Deferrals in Multiple Plans:

- (a) If any portion of an Employee's Elective Deferral exceeds the limitation on Elective Deferrals under this Article IV, such portion shall be included in the Employee's gross income and be considered an Excess Deferral. Notwithstanding any other provision of this Plan, Excess Deferrals assigned to this Plan, plus any income and minus any losses allocable thereto, shall be distributed no later than April 15 to Participants who claim Excess Deferrals for the preceding taxable year and assign them to the Plan for such preceding year.
- (b) A Participant may assign to this Plan any Excess Deferrals made during a taxable year of the Participant by notifying the Administrator on or before March 1 (unless a later date, but not after April 15th is outlined in the Individual Agreement) of the amount of the Excess Deferrals to be assigned to the Plan. The Participant's notice shall be in writing, shall specify the Participant's Excess Deferrals for the preceding taxable year, and shall be accompanied by the Participant's written statement that if such amounts are not distributed, such Excess Deferrals when added to amounts deferred under other plans or arrangements described in sections 401(k), 408(k), 408(p) or 403(b) of the Code, exceed the limit imposed on the Participant by section 402(g) of the Code for the year in which the deferral occurred. For years beginning after 2005, distribution of Excess Deferrals for a year shall be made first from the Participant's pre-tax Elective Deferral account to the extent pre-tax Elective Deferrals were made for such year, unless the Employer elects otherwise in the Adoption Agreement.
- (c) Excess Deferrals shall be adjusted for any income or loss up to the date of distribution. The income or loss allocable to Excess Deferrals is the income or loss allocable to the Participant's Employee Elective Deferral account for the taxable year multiplied by a fraction, the numerator of which is such Participant's Excess 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; and income or loss allocable to the Participant's Elective Deferral account from the beginning of the next Plan Year through the date of correction. If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the Employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

4.07 Return of Excess 415 Contributions:

- (a) If, as a result of a reasonable error in estimating a Participant's annual compensation, a reasonable error in determining the amount of Elective Deferrals under Section 402(g)(3) of the Code, or any other circumstances that the Internal Revenue Service shall determine meets the requirements of Section 415 of the Code and the regulations thereunder, an excess annual addition occurs in any Participant's account, a distribution is permitted of such excess. Such corrections of 415 excesses shall also include any subsequent guidance provided by the Treasury and any correction procedure included under the Employee Plans Compliance Resolution System (EPCRS).
- (b) Excess annual addition amounts which are distributed shall not be deemed annual additions for the limitation year during which such contributions were made, and are disregarded for purposes of Section 402(g) of the Code.
- (c) Distributions made under this section 4.07 include distributions of Elective Deferrals or employee After-Tax contributions. Such distributions will also include the income attributable to the excess annual addition.

4.08 Protection of Persons Who Serve in a Uniformed Service: An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

4.09 Amounts Paid after Severance Treated as Compensation:

- (a) **Effective Date:** The provisions of this Section 4.10 shall apply to limitation years beginning on or after July 1, 2007.
- (b) **Compensation paid after severance from employment:** If elected by the Employer in the Adoption Agreement, Compensation shall be adjusted, as set forth herein and as otherwise elected in this Section 4.10, for the following types of compensation paid after a Participant's severance from employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to sections 414(b), (c), (m) or (o)). However, amounts described in subsections (1i) and (2) below may only be included in Compensation to the extent such amounts are paid by the later of 2 1/2 months after severance from employment or by the end of the limitation year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Compensation within the meaning of section 415(c)(3), even if payment is made within the time period specified above.
- (1) **Regular pay:** Compensation shall include regular pay after severance of employment if (1) the payment is regular compensation for services during the participant's regular working hours, or compensation for services outside the participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (2) the payment would have been paid to the participant prior to a severance from employment if the Participant had continued in employment with the Employer.
- (2) **Leave cashouts and deferred compensation:** Leave cashouts shall be included in Compensation, unless otherwise elected in the Adoption Agreement, if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. In addition, deferred compensation shall be included in Compensation, unless otherwise elected in the Adoption Agreement, if the compensation would have been included in the definition of Compensation if it had been paid prior to the Participant's severance from employment, and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.
- 4.10 **Salary continuation payments for military service participants:** Compensation does not include, unless otherwise elected in the Adoption Agreement, payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.
- 4.11 **Administrative delay ("the first few weeks") rule:** Compensation for a limitation year shall not include, unless otherwise elected in the Adoption Agreement, amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates. However, if elected, Compensation for a limitation year shall include amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates, provided the amounts are paid during the first few weeks of the next limitation year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants, and no compensation is included in more than one limitation year.

Article V – Limitation on Annual Additions

5.01 Limitations on Aggregate Annual Additions

- (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 as set forth in section 5.02(d) below.
- (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 as set forth in section 5.02(d) below.
- (c) **Aggregation Where Participant is in Control of Any Employer.** 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 employers, and

any section 403(b) plans of any other employers may not exceed the Maximum Annual Addition as set forth in section 5.02(d) below. For purposes of this paragraph, a Participant is in control of an employer based upon the rules of sections 414(b), 414(c), and 415(h) of the Code; and a defined contribution plan means a defined contribution plan that is qualified under section 401(a) or 403(a) of the Code, a section 403(b) plan, or a simplified employee pension within the meaning of section 408(k) of the Code.

- (d) Notice to Participants. The Administrator will provide written or electronic notice to Participants that explains the limitation in section 5.01(c) in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Administrator that is necessary to satisfy section 5.01(c). The notice will advise Participants that the application of the limitations in section 5.01(c) will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under section 403(b) of the Code. The notice will be provided annually, beginning no later than the year in which the Employee becomes a Participant.
- (e) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Prototype Plan or Participant is in Control of Employer. The Annual Additions which may be credited to a Participant under this Plan for any Limitation Year will not exceed the Maximum Annual Addition under section 2.4, reduced by the Annual Additions credited to the Participant under any other Section 403(b) Prototype 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 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.
- (f) Excess Annual Additions:
- (1) If, notwithstanding sections 5.01(a) through 5.01(e), a Participant's Annual Additions under this Plan, or under this Plan and plans aggregated with this Plan under sections 5.01(b) and 5.01(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 section 401(a) of the Code or a simplified employee pension maintained by an employer controlled by the Participant will be deemed to have been credited first.
 - (2) If an Excess Annual Addition is credited to a Participant under this Plan and another Section 403(b) Prototype 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 (1) the Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan to (2) 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) Prototype Plans of the Employer.
 - (3) Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in section 5.01(h).
- (g) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Plan that is Not a Prototype Plan. If Annual Additions are credited to the Participant for the Limitation Year under another section 403(b) plan of the Employer which is not a Section 403(b) Prototype Plan, the Annual Additions which may be credited to the Participant under this Plan for the Limitation Year will be limited in accordance with sections 5.01(e) and 5.01(f) as though the other plan were a Section 403(b) Prototype Plan unless the Employer provides other limitations in the Adoption Agreement.
- (h) Correction of Excess Annual Additions. A Participant's Excess Annual Additions for a taxable year are includible in 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.

5.02 **Definitions:** Refer to Article II, Section 2.45 for definitions related to Limitation on Annual Additions.

Article VI – Loans

6.01 **Loans:** Loans shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets from which the loan is made.

6.02 **Information Coordination Concerning Loan:** Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state laws in connection with distributions and loans. To minimize

the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 6.03, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

6.03 **Maximum Loan Amount:** No loan to a Participant under the Plan may exceed the lesser of:

- (a) \$50,000, reduced by the greater of (1) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (2) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or
- (b) one-half of the value of the Participant's vested Account Balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator) or, if greater, the total accrued benefit up to \$10,000.

For purposes of this Section 6.03, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

6.04 **Failure to Make Loan Payment:** If a Participant fails to make a loan payment when due, such Participant will have a reasonable period as described in the loan agreement and applied on a uniform basis, (but no longer than the end of the calendar quarter following the calendar quarter in which the loan payment was due) after such loan payment due date to cure such default.

6.05 **Suspension of Certain Loan Payments:** Loan payments may be suspended under this Plan:

- (a) as permitted under section 414(u)(4) of the Code during participants' periods of military service; and
- (b) during any Participants' leave of absence as defined in section 72(p) of the Code and the regulations thereunder, but in no event shall such suspension exceed one year.

6.06 **Term of Loan:** 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 years from the date of the loan. If such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the amortization period shall not extend beyond 30 years from the date of the loan.

6.07 **Assignment or Pledge:** 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 paragraph.

6.08 **Administration of Loans:** Any applicable loan will be administered based on the loan policy of the Vendor or the Employer, whichever is applicable, Such policy(ies) must satisfy section 72(p) and the regulations thereunder.

6.09 **Repayment of Loan:** The terms governing the applicable Investment Arrangement shall determine the method of repayment of loans.

Article VII - Benefit Distributions

7.01 **Benefit Distributions At Severance from Employment or Other Distribution Event:**

- (a) Except as permitted under Section 4.06 (relating to excess Elective Deferrals), Section 7.04 (relating to withdrawals of amounts rolled over into the Plan), Section 7.05 (relating to hardship), or Section 10.03 (relating to termination of the Plan), pre-1989 Elective Deferral contributions (excluding earnings thereon) to an Annuity Contract that are separately accounted for, amounts rolled over into the Plan, a qualified reservist distributions as defined in section 72(t)(2)(G) of the Code, a payment pursuant to a qualified domestic relations order, or an IRS Levy, or as may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, distributions from a Participant's Elective Deferral Account may not be made earlier than the earliest of the date on which the

Participation has a Severance from Employment, dies, becomes Disabled, or attains age 59 1/2. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

For purposes of this paragraph, a Participant shall be treated as having a Severance from Employment during any period the Participant is performing service in the uniformed services described in section 3401(h)(2)(A) of the Code.

- (b) Except for a payment pursuant to section 7.01(a) of the Plan, or as may otherwise be provided by law in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, Employer contributions held in a Custodial Account may not be distributed earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59 ½. The available forms of distribution will be based on the terms governing the applicable Investment Arrangement.
- (c) Except for a payment pursuant to section 7.01(a) of the Plan, or as may otherwise be provided by law in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, Employer contributions held in an Annuity Contract may not be distributed earlier than the earliest of the date on which the Participant has a Severance from Employment or upon the prior occurrence of an event as specified in the Adoption Agreement such as after a fixed number of years, attainment of a stated age, or after the Participant becomes disabled. The available forms of distribution will be based on the terms governing the applicable Investment Arrangement.

7.02 **Small Account Balances:** To the extent permitted under the terms governing the applicable Funding Vehicles, and if elected in the Adoption Agreement, distributions may be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but not without the consent of the Participant or Beneficiary if the Participant's Accumulated Benefit (determined without regard to any separate account that holds rollover contributions) exceeds \$5,000 or any lesser amount specified in the Funding Vehicle, ("Small Account Balance"). Any such distribution shall comply with the requirements of section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000).

7.03 **Minimum Distributions:** The Plan shall comply with the distribution requirements of section 401(a)(9) of the Code and the regulations thereunder in accordance with the terms of each Individual Agreement, unless and to the extent otherwise permitted by law and on regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of §1.408-8 of the Treasury Regulations, except as provided in §1.403(b)-6(e) of the Treasury Regulations.

7.04 **In-Service Distributions From Rollover Account:** If a Participant has a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Individual Agreement, if elected by the Employer in the Adoption Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

7.05 **Hardship Withdrawals:**

- (a) Hardship withdrawals shall be permitted under the Plan to the extent elected in the Adoption Agreement and permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. If applicable under an Individual Agreement, no Elective Deferrals or After-Tax Employee Contributions (excluding Mandatory Employee Contributions) shall be allowed under the Plan during the 6-month period beginning on the date the Participant receives a distribution on account of hardship. A Participant who receives a distribution of Elective Deferrals on account of hardship shall be prohibited from making Elective Deferrals and/or After Tax Employee Contributions under this and all other plans of the Employer for 6 months after receipt of the distribution;
- (b) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors or the Administrator to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to section 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations), the Vendor or the Administrator notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant's right to make Elective Deferrals under the Plan. In addition, in the case of a hardship withdrawal that is not automatically deemed to be necessary to satisfy the financial need (pursuant to section 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations), the Vendor or the Administrator, if applicable shall obtain information from the Employer or other Vendors to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need;

- (c) 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); and
- (d) If required by Treasury regulations, the Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Employer (except to the extent such actions would be counterproductive to alleviating the financial need).
- (e) In applying the overall permitted Hardship distribution, such amounts shall be limited to the aggregate dollar amount of the Participant's section 403(b) elective deferrals under the applicable custodial agreements and contracts (and may not include any income thereon), reduced by the aggregate dollar amount of Elective Deferral distributions previously made to the Participant from the custodial agreements and/or contracts.

7.06 Rollover Distributions:

- (a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an Alternate Payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an Alternate Payee under a domestic relations order, a direct rollover is payable only to a traditional individual retirement account or traditional individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited traditional IRA (within the meaning of section 408(d)(3)(C) of the Code).
- (b) For distributions made after December 31, 2007, Participants must be given the option to directly rollover to a Roth IRA as a qualified rollover contribution pursuant to section 408A(e) of the Code.
- (c) Pursuant to section 402(c)(11) of the Code and section 108(f) of WRERA, for Plan Years after December 31, 2009, a plan must permit rollovers by nonspouse Beneficiaries and a rollover by a nonspouse Beneficiary must be made in a Direct Rollover to either a Roth IRA or traditional IRA. A surviving spouse Beneficiary who makes a rollover to a Roth IRA or a traditional IRA from this Plan may elect either to treat the Roth IRA or traditional IRA as his or her own or establish the Roth IRA or traditional IRA in the name of the decedent with the surviving spouse as the Beneficiary.
- (d) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

7.07 Nonspouse Beneficiary Direct Rollover

- (a) A direct trustee-to-trustee transfer of any portion of a benefit payable upon the death of a Participant may be distributed from this Plan to an individual retirement plan described in section 408(a) or (b) of the Code (an "IRA") that is established for the purpose of receiving the distribution on behalf of a Designated Beneficiary who is a nonspouse beneficiary. The transfer is treated as a direct rollover of an eligible rollover distribution for purposes of section 402(c) of the Code.

The IRA of the nonspouse beneficiary is treated as an inherited IRA within the meaning of section 408(d)(3)(C) of the Code.

- (b) This Plan shall offer a direct rollover of a distribution to a nonspouse beneficiary who is a Designated Beneficiary within the meaning of section 401(a)(9)(E) of the Code, provided that the distributed amount satisfies all the requirements to be an eligible rollover distribution other than the requirement that the distribution be made to the participant or the participant's spouse. The direct rollover must be made to an IRA established on behalf of the Designated Beneficiary that will be treated as an inherited IRA pursuant to the provisions of section 402(c)(11) of the Code. If a nonspouse beneficiary elects a direct rollover, the amount directly rolled over is not includible in gross income in the year of the distribution.
- (c) Section 402(c)(11) of the Code provides that a direct rollover of a distribution by a nonspouse beneficiary is a rollover of an eligible rollover distribution only for purposes of section 402(c) of the Code. Therefore, the distribution is not subject to the direct rollover requirements of section 401(a)(31) of the Code, the notice requirements of section 402(f) of the Code, or the mandatory withholding requirements of section 3405(c) of the Code. If an amount distributed from a plan is received by a nonspouse beneficiary, the distribution is not eligible for rollover.

- (d) This Plan may make a direct rollover to an IRA on behalf of a trust where the trust is the named beneficiary of a decedent, provided the beneficiaries of the trust meet the requirements to be designated beneficiaries within the meaning of section 401(a)(9)(E) of the Code. In such a case, the beneficiaries of the trust are treated as having been designated as beneficiaries of the decedent for purposes of determining the distribution period under section 401(a)(9) of the Code, if the trust meets the requirements set forth in Treasury Regulation section 1.401(a)(9)-4, Q&A-5, with respect to the IRA.

- (e) Determination of Required Minimum Distributions:

General rule. If the Employee dies before his or her Required Beginning Date, the required minimum distributions for purposes of determining the amount eligible for rollover with respect to a nonspouse beneficiary are determined under either the 5-year rule described in section 401(a)(9)(B)(ii) of the Code or the life expectancy rule described in section 401(a)(9)(B)(iii) of the Code. Under either rule, no amount is a required minimum distribution for the year in which the Employee dies. The rule in Treasury Regulation section 1.402(c)-2, Q&A-7(b) (relating to distributions before an Employee has attained age 70½) does not apply to nonspouse beneficiaries.

Five-year rule. Under the 5-year rule described in section 401(a)(9)(B)(ii) of the Code, no amount is required to be distributed until the fifth calendar year following the year of the Employee's death. In that year, the entire amount to which the beneficiary is entitled under the plan must be distributed. Thus, if the 5-year rule applies with respect to a nonspouse beneficiary who is a designated beneficiary within the meaning of section 401(a)(9)(E) of the Code, for the first 4 years after the year the Employee dies, no amount payable to the beneficiary is ineligible for direct rollover as a required minimum distribution. Accordingly, the beneficiary is permitted to directly roll over the beneficiary's entire benefit until the end of the fourth year (but, the 5-year rule must also apply to the IRA to which the rollover contribution is made). On or after January 1 of the fifth year following the year in which the Employee died, no amount payable to the beneficiary is eligible for rollover.

Life expectancy rule. (1) *General rule.* If the life expectancy rule described in section 401(a)(9)(B)(iii) of the Code applies, in the year following the year of death and each subsequent year thereafter, there is a required minimum distribution. The amount not eligible for rollover includes all undistributed required minimum distributions for the year in which the direct rollover occurs and any prior year (even if the excise tax under section 4974 of the Code has been paid with respect to the failure in the prior years). (2) *Special rule.* If, under Treasury Regulation section 1.401(a)(9)-3, Q&A, paragraph (b) or (c) the 5-year rule applies, the nonspouse Designated Beneficiary may determine the required minimum distribution under the plan using the life expectancy rule in the case of a distribution made prior to the end of the year following the year of death. However, in order to use this rule, the required minimum distributions under the IRA to which the direct rollover is made must be determined under the life expectancy rule using the same Designated Beneficiary.

- (f) If an Employee dies on or after his or her Required Beginning Date, within the meaning of section 401(a)(9)(C) of the Code, for the year of the Employee's death, the required minimum distribution not eligible for rollover is the same as the amount that would have applied if the Employee were still alive and elected the direct rollover. For the year after the year of the Employee's death and subsequent years thereafter, see Q&A-5 of Treasury Regulation section 1.401(a)(9)-5, Q&A-5, to determine the applicable distribution period to use in calculating the required minimum distribution. As in the case of death before the Employee's Required Beginning Date, the amount not eligible for rollover includes all undistributed required minimum distributions for the year in which the direct rollover occurs and any prior year, including years before the Employee's death.
- (g) Under section 402(c)(11) of the Code, an IRA established to receive a direct rollover on behalf of a nonspouse Designated Beneficiary is treated as an inherited IRA within the meaning of section 408(d)(3)(C) of the Code. The required minimum distribution requirements set forth in section 401(a)(9)(B) of the Code and the regulations thereunder apply to the inherited IRA. The rules for determining the required minimum distributions under the Plan with respect to the nonspouse beneficiary also apply under the IRA. Thus, if the Employee dies before his or her Required beginning Date and the 5-year rule in section 401(a)(9)(B)(ii) of the Code applied to the nonspouse Designated Beneficiary under the plan making the direct rollover, the 5-year rule applies for purposes of determining required minimum distributions under the IRA. If the life expectancy rule applied to the nonspouse Designated Beneficiary under the plan, the required minimum distribution under the IRA must be determined using the same applicable distribution period as would have been used under the plan if the direct rollover had not occurred. Similarly, if the Employee dies on or after his or her Required Beginning Date, the required minimum distribution under the IRA for any year after the year of death must be determined using the same applicable distribution period as would have been used under the plan if the direct rollover had not occurred.

7.08 **Qualified Reservist Distribution:**

- (a) This provision applies to individuals ordered or called to active duty after September 11, 2001. The two-year period for making repayments of Qualified Reservist Distributions does not end before the date that is two years after the date of enactment.
- (b) A Qualified Reservist Distribution is a distribution (1) from an IRA or attributable to elective deferrals under a 401(k) plan, 403(b) plan, or certain similar arrangements, (2) made to an individual who (by reason of being a member of a reserve component as defined in section 101 of title 37 of the U.S. Code) was ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and (3) that is made during the period beginning on the date of such order or call to duty and ending at the close of the active duty period. A 401(k) plan or 403(b) plan does not violate the distribution restrictions applicable to such plans by reason of making a Qualified Reservist Distribution.
- (c) An individual who receives a Qualified Reservist Distribution may, at any time during the two-year period beginning on the day after the end of the active duty period, make one or more contributions to an IRA of such individual in an aggregate amount not to exceed the amount of such distribution. The dollar limitations otherwise applicable to contributions to IRAs do not apply to any contribution made pursuant to the provision. No deduction is allowed for any contribution made under the provision.

Article VIII - Rollovers to the Plan and Transfers from the Plan

8.01 **Eligible Rollover Contributions to the Plan:**

- (a) Eligible Rollover Contributions: If elected by the Employer in the Adoption Agreement and to the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Vendor or the Administrator, if applicable, may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. If elected by the Employer in the Adoption Agreement and permitted in the Individual Agreements, the Plan may accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code.
- (b) Eligible Rollover Distribution: For purposes of Section 8.01(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.
- (c) Eligible Retirement Plan. An Eligible Retirement Plan means a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code.
- (d) Separate Accounts: The Vendor, or the Administrator if applicable, shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.
- (e) Roth Rollovers: If provided by the Employer in the Adoption Agreement, the plan will accept a rollover contribution to a Roth Elective Deferral account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.
- (f) Information Regarding Participant Basis Required. A rollover of an Eligible Rollover Distribution that includes after-tax employee contributions or Roth Elective Deferrals will only be accepted if the Administrator obtains information regarding the Participant's tax basis under section 72 of the Code in the amount rolled over.

8.02 **Plan-to-Plan Transfers to the Plan:** If elected in the Adoption Agreement, plan-to-plan transfers for a Participant shall be permitted as provided in this section.

- (a) At the direction of the Employer, for a class of Employees who are Participants or Beneficiaries in another plan under section 403(b) of the Code, the Administrator may permit a transfer of part or all of the assets to the Plan as provided in this Section 8.02. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's interest therein (entire or partial interest) to the Plan and the participant is an employee or former employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with §1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.
- (b) The amount so transferred shall be credited to the Participant's Account Balance, so that 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.
- (c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Article IV. The Employer reserves the right to establish procedures with respect to former employees.
- (d) Plan-to-Plan transfer may not be made between this Plan and a qualified plan or a 457(b) Plan. Notwithstanding the previous sentence if the Plan Sponsor is a church, or church related organization transfers and mergers may be made between a qualified plan and a 403(b) or vice versa.

8.03 Plan-to-Plan Transfers from the Plan: If elected in the Adoption Agreement, plan-to-plan transfers for a Participant shall be permitted as provided in this section.

- (a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with §1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 8.03(a) only if the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount under the other plan immediately after the transfer at least equal to the amount transferred.
- (b) The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).
- (c) Upon the transfer of assets under this Section 8.03, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 8.03 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to § 1.403(b)-10(b)(3) of the Income Tax Regulations.

8.04 Contract and Custodial Account Exchanges:

- (a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, an investment change that includes an investment with a Vendor that is not eligible to receive contributions under Article III (referred to below as an exchange) is not permitted unless the conditions in paragraphs (b) through (d) of this Section 8.04 are satisfied.

- (b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) contracts and custodial accounts immediately before the exchange).
- (c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.
- (d) The Employer or the Administrator enters into an agreement with the receiving Vendor for the other 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:
 - (1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Code, including the following: (1) 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 Section 7.01); (2) the Vendor notifying the Employer of any hardship withdrawal under Section 7.05 if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan; and (3) the Vendor providing information to the 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 any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 7.05); and
 - (2) Information necessary in order for the resulting 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: (1) 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 of Section 603, so that any such additional loan is not a deemed distribution under section 72(p)(1); and (2) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.
- (e) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Employer or the Administrator will enter into an information sharing agreement as described in Section 8.04(d) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Section 8.04(d)(1) and (2).
- (f) Notwithstanding anything to the contrary in this section, if the Employer does not permit Exchanges under this Plan, an invalid exchange (an exchange that occurs after September 24, 2007) shall be permitted to be re-exchanged into an approved Vendor under this Plan.

8.05 **Permissive Service Credit Transfers:**

- (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 8.05(a) may be made before the Participant has had a Severance from Employment.
- (b) A transfer may be made under Section 8.05(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.
- (c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

- 8.06 **Transfer by Employer.** To the extent permitted by applicable law and the underlying Individual Agreements, and subject to rules and procedures established by the Administrator, an Employer may request a transfer of all Accounts maintained under its Plan to another section 403(b) plan that it has established.

Article IX - Investment of Contributions

- 9.01 **Manner of Investment:** All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. 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.
- 9.02 **Investment of Contributions:** Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers and Exchanges among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements, the Plan and permitted under applicable Income Tax Regulations.
- 9.03 **Current and Former Vendors:** The Administrator shall maintain a list of all Vendors under the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Plan Vendor Attachment which is incorporated in the Administrative Appendix), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Article X - Amendment and Plan Termination

- 10.01 **Termination of Contributions:** The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.
- 10.02 **Amendment and Termination By Employer:** The Employer reserves the authority to amend or terminate this Plan at any time. An Employer that amends the Plan, other than to change the choice of options or procedures in the Adoption Agreement or to add certain sample or model amendments published by the Internal Revenue Service which specifically provide that their adoption will not cause the Plan to be treated as individually designed, will no longer participate in this section 403(b) volume submitter plan and will be considered to have an individually designed 403(b) plan.
- 10.03 **Distribution upon Termination of the Plan:** The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations. Upon Termination of the Plan all nonvested amounts under the Plan shall become fully vested. In addition, all accumulated benefits for a Participant must be distributed to Participants and Beneficiaries as soon as administratively feasible as described in section 1.403(b)-10(b)(1)(i) of the Treasury regulations.
- 10.04 **Amendment by Sponsor of Volume Submitter:**
- (a) The Sponsor reserves the right to amend the Plan from time to time on behalf of all adopting employers, including those Employers who have adopted the Plan prior to this amendment, for changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments, but only if their adoption will not cause such Plan to be individually designed, and for corrections of prior approved plans. These amendments will be applied to all Employers who have adopted the plan and such amendments will comply with section 12.03 of Revenue Procedure 2013-22. The Mass Submitter, as agent for the Sponsor, shall have the right to unilaterally amend the Plan on behalf of the Sponsors of the Volume Submitter for purposes of any amendments mandated for changes in the Code, regulations, or other guidance issued from the IRS, Department of Labor or other government entity, as it may deem appropriate.

Notwithstanding the paragraph above, if the amendment that is being made requires an election by the Employer, then the Sponsor will maintain, or have maintained on its behalf, a record of the Employers that have adopted the Plan, and the Sponsor will make reasonable and diligent efforts to ensure that adopting Employers have actually received and are aware of all Plan amendments and that such Employers adopt new documents when necessary. This amendment supersedes other provisions of the Plan to the extent those other provisions are inconsistent with this amendment.

(b) The Sponsor may preselect options on the Adoption Agreements where necessary, from time to time. The Sponsor also reserves the right to amend the "Defaults" that are in the Adoption Agreements to reflect the administration of the plans, or to only permit certain options to be available to adopting Employers. The "Defaults" that may appear on the Adoption Agreements below certain items are not to be considered a part of the Plan and may be amended or removed at the discretion of the Employer, Sponsor, or Administrator.

10.05 **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 a Participant's nonforfeitable percentage, each Participant with at least 3 years of service with the 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 1 Hour of Service in any Plan Year beginning after December 31, 1988, the preceding sentence shall be applied by substituting "5 Years of Service" for "3 Years of 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) 60 days after the amendment is adopted;
- (b) 60 days after the amendment becomes effective; or
- (c) 60 days after the Participant is issued written notice of the amendment by the Employer or Administrator.

Article XI – Miscellaneous and Administration of the Plan

11.01 **Non-Assignability:** Except as provided in Section 10.02 and 10.03, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be nonassignable and nontransferable.

11.02 **Domestic Relation Orders:** Notwithstanding Section 10.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

11.03 **IRS Levy:** Notwithstanding Section 10.01, the payor or the Administrator, as applicable may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service 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.

11.04 **Tax Withholding:** Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3405 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the payor or the Administrator, if applicable may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

11.05 **Payments to Minors and Incompetents:** Subject to any State law requirements, if a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the payor or the Administrator, if applicable, benefits will be paid to such person as the payor or the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

11.06 **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, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (not adjusted for any income but adjusted for loss in value, if any, allocable thereto) shall be returned directly to the Employer.

11.07 **Procedure When Distributee Cannot Be Located:** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer's or the Administrator's records, (b) notification sent to the Internal Revenue Service, the Social Security Administration or the Pension Benefit Guaranty Corporation (under their respective programs to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

11.08 **Plan Administration:** 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 section 403(b) of the Code. These provisions and requirements (as outlined in the Administrative Appendix) include but are not limited to:

- (a) Determining whether an employee is eligible to participate in the Plan
- (b) Determining whether contributions comply with the applicable limitations
- (c) Determining whether hardship withdrawals and loans comply with applicable requirements and limitations
- (d) Determining that any transfers, rollovers, or purchases of service credit comply with applicable requirements and limitations
- (e) Determining that the requirements of the Plan and section 403(b) of the Code are properly applied, including whether the Employer is a member of a controlled group
- (f) Determining the status of domestic relations orders or qualified domestic relations orders

Administrative functions, including functions to comply with section 403(b) of the Code and other tax requirements may be allocated among various persons pursuant to service agreements or other written documents, including the Administrative Appendix. However, in no case shall administrative functions be allocated to Participants (other than permitting Participants to make investment elections for self-directed accounts). Any administrative functions not allocated to other persons are reserved to the Employer.

In the event there is a conflict between the provisions of this Plan (including the Adoption Agreement) and the underlying Custodial Accounts and/or the Annuity Contracts, the provisions of this Plan shall govern.

11.09 **Responsibilities of Employer:** The Employer shall have the following responsibilities with respect to administration of the Plan:

- (a) The Employer shall make any Employer Contributions required under the Plan.
- (b) The Employer shall serve as Administrator of the Plan, unless the Employer designates in writing another person to administer the Plan on behalf of the Employer. The Employer may remove and reappoint a Plan Administrator from time to time in the Employer's discretion.
- (c) The Employer shall supply the Administrator in a timely manner with all information necessary for the Administrator to fulfill its responsibilities under the Plan, including Compensation of Participants and other pertinent facts.

11.10 **Responsibilities of Administrator:** The Administrator shall administer the Plan according to its terms for the exclusive benefit of Participants, former Participants, and their Beneficiaries in accordance with the following provisions:

- (a) The Administrator's responsibilities shall include, but shall not be limited to, the following:
 - (1) To determine all questions relating to the eligibility of Employees to participate or remain Participants hereunder.
 - (2) To maintain all records necessary for administration of the Plan.
 - (3) To interpret the provisions of the Plan and prepare and publish rules and regulations for the Plan.
 - (4) To comply with all reporting, disclosure, and notice requirements of the Code.
- (b) In order to fulfill its responsibilities, the Plan Administrator shall have all powers necessary or appropriate to accomplish its duties under the Plan, including the power to determine all questions arising in connection with

the administration, interpretation, and application of the Plan. Any such determination shall be conclusive and binding upon all persons. However, all discretionary acts, interpretations, and constructions shall be done in a nondiscriminatory manner based upon uniform principles consistently applied.

- (c) In order to fulfill its responsibilities hereunder, the Administrator shall be specifically authorized to employ such agents, or attorneys, or contract for such assistance, as the Plan Administrator may from time to time deem necessary or advisable in connection with its responsibilities hereunder and to pay the fees, commission, or salaries incurred on account thereof as an expense of administration of the Plan. The Administrator is authorized to delegate administrative duties to the Custodian when not inconsistent with the terms of this Plan.
 - (d) The Administrator shall serve as the designated agent for legal purposes under the Plan.
- 11.11 **Resignation and Removal of Administrator:** The Administrator may resign at any time by giving the Employer thirty (30) days prior written notice. The Employer may waive such notice. The Employer may remove the Administrator from office at any time by giving written notice to the Administrator, which removal shall be effective as of the date specified in the notice.
- 11.12 **Expenses of Administration:** All costs and expenses of administering this Plan shall be paid pursuant to the service agreement(s) entered into by the Employer. Expenses shall be paid: directly by the Employer; or where applicable, shall be paid pro rata or per capita from each Participant's Account; or where applicable shall be paid by the Vendors. Payment of such expenses shall not be considered to be Employer Contributions.
- 11.13 **Incorporation of Individual Agreements:** The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.
- 11.14 **Governing Law:** The Plan will be construed, administered and enforced according to the Code and the laws of the State in which the Employer has its principal place of business.
- 11.15 **Headings:** Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.
- 11.16 **Gender:** Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.
- 11.17 **This Plan Is Not An Employment Contract:** Neither the adoption of the Plan by the Employer, nor any action of the Employer or the Administrator under this Plan, nor the establishment of any custodial account, nor the payment of any benefits, shall be construed to confer upon any person any legal right to be continued as an Employee of the Employer or any affiliated or related employer. All Employees shall be subject to discharge to the same extent as they would have been had this Plan never have been adopted.
- 11.18 **USERRA - Military Service Credit:** Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Internal Revenue Code. In addition, the survivors of any Participant who dies on or after January 1, 2007, while performing qualified military service, are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan had the Participant resumed employment and then terminated employment on account of death.

Article XII – Employer Contributions

- 12.01 **Employer Contributions:** If the Adoption Agreement provides that this Plan shall accept Employer Contributions, then the following rules shall apply.
- (a) Unless otherwise elected by the Employer in the Adoption Agreement, Employer Contributions shall be an amount, if any, determined annually in the sole discretion of the Employer.
 - (b) Post-Employment Employer Contributions shall follow the rules of Section 12.03.
 - (c) Optional Retirement Plan (ORP) Provisions:
 - (1) General Application. This Section 12.01(c) shall apply only if the Employer has indicated that it offers an Optional Retirement Program (ORP) on the Adoption Agreement and only if permitted under the Adoption Agreement being completed. Not all Adoption Agreements that accompany this Plan will permit this selection.

- (2) Incorporation of ORP. The ORP is established and governed by separate plan documentation which may include a plan document, statutory language and/or regulatory guidance. The terms and conditions of the ORP are incorporated herein by reference. If there is a conflict between the Plan and the requirements of the ORP, the ORP shall govern with respect to those provisions that are exclusive to the ORP. The Plan shall govern in all other circumstances.
- (3) ORP Contributions. Employer shall make contributions under the ORP to the Accounts of Participants that are also participating in the ORP in accordance with the terms of the ORP and/or as authorized by the Employer on the Adoption Agreement. Unless otherwise provided by the ORP, such contributions shall be treated as Employer Contributions and are therefore subject to the requirements and limitations imposed by section 415(c) of the Code.
- (4) Separate Accounting Requirements. ORP contributions and withdrawals, including any earnings or losses thereon, shall be credited and debited to each participating Participant's Account and shall be separately accounted for under each Employee's Account.
- (5) Deposit Requirements. ORP contributions shall be deposited with the applicable Funding Vehicles as soon as practicable in conformity with any requirements established in the ORP, or if applicable by the State law.
- (d) **Supplemental 403(b) Contributions:**
- (1) General Application. This Section 12.01(d) shall apply only if the Employer has indicated that it offers a Supplemental 403(b) Program on the Adoption Agreement and only if permitted under the Adoption Agreement being completed. Not all Adoption Agreements will permit this optional provision.
- (2) Incorporation of Supplemental 403(b) Program. The Supplemental 403(b) Program is established and governed by a separate plan document. The Plan includes the Adoption Agreement and the document establishing the Supplemental 403(b) Program, as identified on the Adoption Agreement. If there is a conflict between the Plan and the Supplemental 403(b) Program document, the Supplemental 403(b) Program shall govern with respect to those provisions that are exclusive to the Supplemental Program. The Plan shall govern in all other circumstances.
- (3) Supplemental 403(b) Contributions. Employer shall make contributions as required under the Supplemental 403(b) Contributions to the Accounts of Participants that are participating in the Supplemental 403(b) Program in accordance with the terms of the Supplemental 403(b) Program. Such contributions shall be subject to the appropriate annual contribution limitations based on the type of contribution required under the Supplemental 403(b) Program.
- (4) Separate Accounting Requirements. Supplemental 403(b) Program contributions and withdrawals, including any earnings or losses thereon, shall be credited and debited to each participating Participant's Account and shall be separately accounted for under each Employee's Account.
- (5) Deposit Requirements. Supplemental 403(b) Program Contributions shall be deposited with the applicable Funding Vehicles as soon as practicable in conformity with the Supplemental 403(b) Program document, or if applicable State law.
- (e) The Employer has evidenced its intent to adopt this Plan by executing the Adoption Agreement which is a part of this 403(b) Plan document. This Plan document, the Adoption Agreement, documents governing ORPs and Supplemental 403(b) Programs, as applicable, and any underlying Annuity Contracts and Custodial Accounts provided by the Vendors authorized by the Employer, as well as necessary forms and administrative policies and procedures incorporated by the Employer, an Administrator or any Funding Vehicle shall constitute the entire Plan.

12.02 **Correction of Allocations:**

- (a) In the event that the Administrator learns that Employer allocations have not been made on behalf of an Employee for whom an allocation should have been made pursuant to the terms of this Plan, the Participant's account for such Employee shall be restored to its proper balance as soon as is reasonably possible.
- (b) In the event that the Administrator learns that contributions or allocations have been made on behalf of an Employee for whom allocations should not have been made pursuant to the terms of the Plan; and if such contributions were made pursuant to a mistake of fact, such contributions shall be returned to the Employer within one year of the contributions. Earnings attributable to the mistaken contribution shall not be returned to the Employer, but losses attributable to the mistaken contribution shall reduce the amount to be returned to the Employer.

12.03 Employer Contributions for former Employees:

- (a) Includible compensation deemed to continue for post-employment Employer Contributions - For purposes of applying paragraph (b) of this section, a former Employee is deemed to have monthly includible compensation for the period through the end of the taxable year of the Employee in which he or she ceases to be an Employee and through the end of each of the next five 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. Accordingly, post-employment Employer Contributions for a former Employee must not exceed the limitation of section 415(c)(1) up to the lesser of the dollar amount in section 415(c)(1)(A) or the former Employee's annual Includible Compensation based on the former Employee's average monthly compensation during his or her most recent year of service.
- (b) If a Participant who is a former Employee dies during the first 5 calendar years following the date on which the Participant ceases to be an Employee, and Employer contributions are being made pursuant to this Section 12.03, then any additional contributions made after the death of the Participant or former Employee may not exceed the lesser of –
 - (1) The excess of the former Employee's Includible Compensation for the year of death over the contributions previously made for the former Employee for that year; or
 - (2) The total contributions that would have been made on the former Employee's behalf thereafter if he or she had survived to the end of the 5-year period.

12.04 Service: Service will be computed on the basis designated by the Employer in the Adoption Agreement. Except where specifically excluded under this section, all of an Employee's Years of Service will be taken into account for purposes of eligibility, including:

- (a) Years of Service for employment with an employer required to be aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code;
- (b) Years of Service for an employee required under section 414(n) or 414(o) of the Code to be considered an employee of any employer aggregated with the Employer under section 414(b), (c), or (m) of the Code;
- (c) Years of Service with the predecessor Employer, if the Adoption Agreement allows and the Employer so specifies; and
- (d) Years of Service with the predecessor employer during the time a qualified plan was maintained, if the Adoption Agreement allows and the Employer so specifies. If the Employer maintains the Plan of a predecessor Employer, Service with such Employer will be treated as Service for the Employer.

12.05 Eligibility Computation Periods:

- (a) Hours of Service Method - If the Employer has specified in the Adoption Agreement that service will be credited on the basis of hours, days, weeks, semi-monthly payroll periods, or months, 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"). Pursuant to the Employer's election in the Adoption Agreement, the succeeding 12-consecutive month periods shall commence with either:
 - (1) the first anniversary of the Employee's employment commencement date; or
 - (2) the first Plan Year which 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 lesser number specified by the Employer in the Adoption Agreement) during the initial eligibility computation period. An employee who is credited with 1,000 Hours of Service (or such lesser number specified by the Employer in the Adoption Agreement) 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 Years of Service for purposes of eligibility to participate.

- (b) **Elapsed Time Method** - If the Employer has specified in the Adoption Agreement (or if the Adoption Agreement default is) that service will be credited under the elapsed time method, an Employee will receive credit for the aggregate of all time periods 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 an Employee performs an Hour of Service. An Employee shall also receive credit for any Period of Severance of less than twelve consecutive months. Fractional periods of a year will be expressed in terms of days. For purposes of this paragraph, Hour of Service shall mean each hour for which an Employee is paid or entitled to payment for the performance of duties for the Employer.

12.06 **Use of Computation Periods:** Years of Service and Breaks in Service shall be measured on the same eligibility computation period.

12.07 **Eligibility Break in Service:** In the case of any Participant who has a 1-year Break in Service, years of eligibility service before such break will not be taken into account until the Employee has completed a Year of Service after returning to employment. Pursuant to the Employer's election in the Adoption Agreement, such Year of Service will be measured by the 12-consecutive month period beginning on an Employee's reemployment commencement date and, if necessary, either:

- (a) subsequent 12-consecutive month periods beginning on anniversaries of the reemployment commencement date; or
- (b) Plan Years beginning with the Plan Year which includes the first anniversary of 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 after the first eligibility computation period in which the Employee incurs a one year Break in Service.

If a Participant completes a Year of Service in accordance with this provision, his or her participation will be reinstated as of the reemployment commencement date.

12.08 **Entry into Plan:** Each Employee who is a member of an eligible class of employees specified in the Adoption Agreement will participate on the Entry Date selected by the Employer in the Adoption Agreement after such Employee has met the minimum age and service requirements, if any, in the Adoption Agreement.

12.09 **Participation upon Return to Eligible Class:** 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.

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.

12.10 **Participation during an Authorized Leave of Absence:** All contributions on behalf of the Participant shall be suspended, but membership in the Plan shall be deemed to be continuous, unless otherwise terminated, for the period of any Authorized Leave of Absence, provided that the Employee returns to work for the Employer upon completion of such Authorized Leave of Absence.

12.11 **Eligibility upon Reemployment:**

- (a) A former Participant will become a Participant immediately upon returning to the employ of the Employer if such former Participant had a nonforfeitable right to all or a portion of his accrued benefit attributable to Employer Contributions at the time of termination from service.
- (b) For a former Participant who did not have a nonforfeitable right to any portion of his accrued benefit attributable to Employer Contributions or for a former Employee (other than an Employee required to complete more than one Year of Service in order to become eligible to participate in the Plan) who had not yet become a Participant at the time of termination from service, the Participant's Years of Service prior to the Break(s) in Service will be disregarded if the number of consecutive 1-year Breaks in Service equal or exceed the greater of five (5) or the aggregate number of Years of Service before such Breaks in Service.

- (c) If an Employee is required to complete more than one Year of Service for in order to become eligible to participate in the Plan, and such an Employee incurs a 1-year Break in Service before satisfying the Plan's eligibility requirements, service prior to such 1-year Break in Service shall not be taken into account in the determination of the Employee's eligibility to participate in the Plan upon reemployment.
- (d) A former Participant who's Years of Service before termination from service cannot be disregarded pursuant to Section 12.11(b) shall participate immediately upon reemployment.
- (e) A former Employee who had met the eligibility requirements specified in the Adoption Agreement before termination from service but who had not become a Participant and who's Years of Service before termination from service cannot be disregarded pursuant to Section 12.11(b) will become a Participant as of the later of:
 - (1) his date of reemployment; or
 - (2) the Entry Date next following his date of termination from service.
- (f) A former Employee (including a former Participant) who's Years of Service before termination from service can be disregarded pursuant to Section 12.11(b) will be treated as a new Employee for eligibility purposes and will be eligible to participate once he has met the requirements under the Plan following his most recent date of employment.

12.12 **Vesting and Forfeitures**

- (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 section 403(c) (or another applicable provision under the Internal Revenue Code) applies.
- (b) Employee Contribution Accounts: A Participant's Elective Deferral Account, After-Tax Employee Contribution Account and Rollover/Transfer Account, and all earnings, appreciations, and additions thereto, less any losses, depreciation, and distributions allocable thereto, shall be fully vested and nonforfeitable at all times.
- (c) Employer Contribution Account: A Participant's Vested Percentage in his Employer Contribution Account shall be determined as follows:
 - (1) Death or Disability: A Participant's interest in his Employer Contribution Account shall become fully vested upon his death or Disability prior to Retirement Age.
 - (2) Termination of Employment: A Participant's Vested Percentage in his Employer Contribution Account shall be determined according to the vesting formula specified in the Adoption Agreement when the Participant terminates his employment.
 - (3) Plan Termination: A Participant's interest in his Employer Contribution Account shall become fully vested in the event of termination or partial termination (but only if the partial termination applies to the Participant) of this Plan.

12.13 **Vesting at Termination**: When a Participant's employment is terminated on account of retirement, death, disability, or otherwise, the Vested Percentage of his Employer Contribution Account (after all required adjustments thereto) shall be determined in accordance with this Article and the vesting formula specified in the Adoption Agreement as of termination of employment. The difference between the balance of the Participant's Employer Contribution Account and the Participant's Vested Percentage shall be forfeiture and shall be allocated pursuant to Section 12.15 below.

12.14 **Computation of Vested Account Balance**:

- (a) Service will be computed on the basis designated by the Employer in the Adoption Agreement. Except where specifically excluded under this Article XII, all of the Employee's Years of Service will be taken into account for purposes of vesting, including:
 - (1) Years of service for employment with an employer required to be aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code;
 - (2) Years of Service for an employee required under section 414(n) or 414(o) of the Code to be considered any employee of any employer aggregated with the Employer under section 414(b), (c), or (m) of the Code;
 - (3) Years of Service with the predecessor Employer, if the Adoption Agreement allows and the Employer so specifies; and

- (4) Years of Service with the predecessor employer during the time a qualified plan was maintained, if the Adoption Agreement allows and the Employer so specifies.
- (b) The Employer shall designate in the Adoption Agreement the period described in either (1) or (2) below as the Vesting Computation Period:
- (1) For purposes of computing the Employee's nonforfeitable right to the account balance derived from Employer Contributions, Years of Service and Breaks in Service will be measured by the Plan Year.
- (2) For purposes of determining Years of Service and Breaks in Service for purposes of computing an Employee's nonforfeitable right to the account balance derived from Employer Contributions, the 12-consecutive month period will commence on the date the Employee first performs an Hour of Service and each subsequent 12-consecutive month period will commence on the anniversary of such date.
- (c) In the case of a Participant who has incurred a 1-year Break in Service, Years of Service before such break will not be taken into account until the Participant has completed a Year of Service after such Break in Service.
- 12.15 **Forfeitures:** Notwithstanding the Employer's election in the Adoption Agreement, Forfeitures may be allocated as follows:
- (a) to restore Participant's Employer Contribution Accounts pursuant to the buy-back provisions of Section 12.18;
- (b) used to pay any expenses of administration of the Plan; and/or
- (c) used to make or reduce Employer Contributions required under the terms of the Plan.
- 12.16 **Forfeitures - Withdrawal of Employee Contributions:** No Forfeitures will occur solely as a result of an Employee's withdrawal of Employee Contributions.
- 12.17 **Vesting for Pre-Break and Post-Break Account:** In the case of a Participant who has 5 or more consecutive 1-year Breaks in Service, all 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 pre-break service will count in vesting the post-break employer-derived account balance only if either:
- (a) such Participant has any nonforfeitable interest in the account balance attributable to Employer Contributions at the time of separation from service; or
- (b) upon returning to service, the number of consecutive 1-year Breaks in Service is less than the number of Years of Service.
- Separate accounts will be maintained for the Participant's pre-break and post-break employer derived account balance. Both accounts will share in the earnings and losses of the fund..
- 12.18 **Buy-back:** If a former Participant is reemployed by the Employer before the former Participant incurs five consecutive 1-year Breaks in Service, and such former Participant has received a distribution of the entire Vested Percentage of his Employer Contribution Account prior to his reemployment, any forfeited amounts shall be reinstated only if he repays the full amount of his Employer Contribution Account distributed to him before he incurs five consecutive 1-year Breaks in Service after the date of the distribution. In the event the former Participant does repay the full amount distributed to him, his Employer Contribution Account balance will be restored to the amount on the date of distribution.
- 12.19 **Missing Participants:** 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.
- 12.20 **Definitions:** Refer to Article II, Section 2.45 for definitions related to Employer Contributions.

Article XIII - Deemed IRAs

- 13.01 **Applicability and Effective Date:** This section shall apply if elected by the Employer in the Adoption Agreement and shall be effective for Plan Years beginning after the date specified in the Adoption Agreement.
- 13.02 **Definitions**
- (a) **Deemed IRAs:** Each Participant may make voluntary employee contributions to the Participant's "traditional" or "Roth" IRA under the Plan, as elected by the Employer in the Adoption Agreement. The Plan shall establish a separate account or annuity for the designated IRA contributions of each Participant and any earnings properly allocable to the contributions, and maintain separate recordkeeping with respect to each such IRA.

- (b) **Deemed IRA contributions:** For purposes of this section, Deemed IRA contributions means any contribution (other than a mandatory contribution within the meaning of section 411(c)(2) of the Code) that is made by the Participant and which the Participant has designated, at or prior to the time of making the contribution, as a contribution to which this section applies.
- (c) **Deemed IRA Participant:** Any Participant or Employee or group of Employees eligible to make Deemed IRA Contributions to the Plan.
- (d) **IRA Trustee (or Custodian or Issuer):** The entity that provides the separate trust agreement, custodial agreement or annuity contract which the Participant executes to establish the IRA account. Throughout this document where IRA Trustee is mentioned, it shall also include an IRA Custodian; or if applicable an Issuer of the IRA Annuity Contract.

13.03 **Separate Accounting**

- (a) IRAs established pursuant to this Article XIII shall be held in a trust, custodial account or an annuity (as evidenced by the separate trust, custodial agreement or annuity contract established by the Participant and shall be separate from the Trust established under this Plan to hold contributions other than deemed IRA contributions and shall satisfy the applicable requirements of sections 408 and 408A of the Code, which requirements are set forth in sections 13.04 through 13.16 below.
- (b) Separate records will be maintained for the interest of each Participant or Beneficiary.

13.04 **Individual's Interest is Nonforfeitable:** The interest of an individual in the balance in his or her Deemed IRA account is nonforfeitable at all times.

13.05 **Prohibited Investments:**

- (a) If the trust acquires collectibles within the meaning of Code § 408(m) after December 31, 1981, trust assets will be treated as a distribution in an amount equal to the cost of such collectibles.
- (b) No part of the trust funds will be invested in life insurance contracts.

13.06 **Reporting Duties:**

- (a) The Trustee, Custodian or Issuer of the Deemed IRA shall be subject to the reporting requirements of section 408(i) of the Internal Revenue Code with respect to all Deemed IRAs that are established and maintained under the plan.
- (b) The Trustee, Custodian or Issuer of a Deemed IRA shall furnish annual calendar-year reports concerning the status of the account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

13.07 **Non-Bank Trustee or Custodian:** If the Deemed IRA is held by a non-bank Trustee or Custodian, the non-bank Trustee or Custodian shall substitute another trustee or custodian if the non-bank Trustee or Custodian receives notice from the Commissioner of Internal Revenue that such substitution is required because it has failed to comply with the requirements of § 1.408-2(e) of the Income Tax Regulations.

13.08 **Traditional IRA Maximum Permissible Annual Contributions:**

- (a) Except in the case of a rollover contribution (as permitted by Internal Revenue Code §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of \$500.
- (b) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- (c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions,

repayments of certain plan distributions made on account of federally declared disasters and certain amounts received in connection with the Exxon Valdez litigation.

- (d) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.
- (e) If this is an inherited IRA within the meaning of § 408(d)(3)(C), no contributions will be accepted.

13.09 Roth IRA Maximum Permissible Annual Contributions:

- (a) Except in the case of a qualified rollover contribution (as defined in (g) below) or a recharacterization (as defined in (f) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the individual's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or the individual's compensation (as defined in (h) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the individual's compensation is referred to as a "regular contribution." However, notwithstanding the preceding limits on contributions, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. Contributions may be limited under (c) through (e) below.
- (b) Applicable Amount: The applicable amount is determined below:
- (1) If the individual is under age 50, the applicable amount is \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code §219(b)(5)(D). Such adjustments will be in multiples of \$500.
 - (2) If the individual is 50 or older, the applicable amount under paragraph (1) above is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- (c) Regular Contribution Limit. The maximum regular contribution that can be made to all the individual's Roth IRAs for a taxable year is the smaller amount determined under (1) or (2) below.
- (1) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income in accordance with the following table:

Filing Status	Full Contribution	Phase-out Range	No Contribution
Single or Head of Household	\$95,000 or less	Between \$95,000-\$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000-\$160,000	\$160,000 or more
Married- Separate Return	\$0	Between \$0-\$10,000	\$10,000 or more

An individual's modified adjusted gross income ("modified AGI") for a taxable year is defined in Code § 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the individual's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 408A(c)(3). Such adjustments will be in multiples of \$1,000.

- (2) If the individual makes regular contributions to both Roth and non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to all of the individual's Roth IRAs for that taxable year is reduced by the regular contributions made to the individual's non-Roth IRAs for the taxable year.
- (d) SIMPLE IRA Limits: No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to §408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction

with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.

- (e) Inherited Roth IRA. If this is an inherited Roth IRA within the meaning of § 408(d)(3)(C), no contributions will be accepted.
- (f) Recharacterization. A regular contribution to a non-Roth IRA may be recharacterized pursuant to the rules in § 1.408A-5 of the regulations as a regular contribution to this Roth IRA, subject to the limits in (c) above.
- (g) Qualified Rollover Contribution. A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible retirement plan described in § 402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of Code § 408(d)(3), except the one-rollover-per-year rule of § 408(d)(3)(B) does not apply if the distribution is from a non-Roth IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code § 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable. A qualified rollover contribution also includes (1) and (2) below.
 - (1) All or part of a military death gratuity or service members' group life insurance ("SGLI") payment may be contributed if the contribution is made within 1 year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under § 408(d)(3)(B).
 - (2) All or part of an airline payment (as defined in § 125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment, or such other dates as provided by the Treasury Department.
- (h) Compensation. For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code §401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, §401(c)(2) shall be applied as if the term trade or business for purposes of §1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to §112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under §71 with respect to a divorce or separation instrument described in subparagraph (A) of §71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in §3401(h)(2).

13.10 Deemed IRA Annuity Contract Requirements for Roth and Traditional IRAs:

- (a) This contract is nontransferable by the individual.
- (b) Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.
- (c) If the premium payments are interrupted, the contract will be reinstated at any date prior to maturity upon payment of a premium to the Company, and the minimum premium amount for reinstatement shall be determined by the underlying Individual Agreement of the Annuity Contract; however, the Issuer may at its option either accept additional future payments or terminate the contract by payment in cash of the then present value of the paid up benefit if no premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than \$20 per month.

13.11 Required Minimum Distributions from a Traditional IRA:

- (a) Notwithstanding any provision of this IRA to the contrary,
 - (1) The distribution of the individual's interest in the Deemed IRA Custodial Account shall be made in accordance with the requirements of Code §408(a)(6) and the regulations thereunder, the provisions of

- which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of Q&A-4 of § 1.401(a)(9)-6 of the Income Tax Regulations, rather than paragraphs (b), (c) and (d) below and section 13.12. The required minimum distributions calculated for this IRA may be withdrawn from another IRA of the individual in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.
- (2) The distribution of the individual's interest in the Deemed IRA Annuity Contract shall be made in accordance with the requirements of Code § 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under section 13.13(c) must satisfy the requirements of Code §408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 13.13.
- (b) The entire value or interest of the Deemed IRA Account of the individual for whose benefit the account is maintained will commence to be distributed no later than:
- (1) In the case of a Trust or Custodial Account, the first day of April following the calendar year in which such individual attains age 70½ (the "required beginning date") over the life of such individual or the lives of such individual and his or her designated beneficiary.
- (2) In the case of an Annuity Contract, the first day of April following the calendar year in which such individual attains age 70½ (the "required beginning date") over (A) the life of such individual or the lives of such individual and his or her designated beneficiary or (B) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of §1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of §1.401(a)(9)-6. If this is an inherited IRA within the meaning of §408(d)(3)(C), this paragraph and paragraphs (c) & (d) below do not apply.
- (c) The amount to be distributed each year, beginning with the calendar year in which the individual attains age 70½ and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the IRA (as determined under section 13.12(c) as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of §1.401(a)(9)-9 of the Income Tax Regulations, using the individual's age as of his or her birthday in the year. However, if the individual's sole designated beneficiary is his or her surviving spouse and such spouse is more than 10 years younger than the individual, then the distribution period is determined under the Joint and Last Survivor Table in Q&A-3 of § 1.401(a)(9)-9, using the ages as of the individual's and spouse's birthdays in the year.
- (d) The required minimum distribution for the year the individual attains age 70½ can be made as late as April 1 of the following year.
- (1) For distributions from a Custodial Account, the required minimum distribution for any other year must be made by the end of such year
- (2) For distributions from an Annuity Contract, the first required payment can be made as late as April 1 of the year following the year the individual attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.
- (3) In the case of an Annuity Contract, the distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.

13.12 Distributions Due to Death from a Traditional Deemed IRA Custodial Account:

- (a) Death On or After Required Beginning Date: If the individual dies on or after the required beginning date, the remaining portion of his or her interest will be distributed at least as rapidly as follows:
- (1) If the designated beneficiary is someone other than the individual's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the beneficiary's age as of his or her birthday in the year following the year of the individual's death, or over the period described in paragraph (a)(3) below if longer.
- (2) If the individual's sole designated beneficiary is the individual's surviving spouse, the remaining interest will be distributed over such spouse's life expectancy or over the period described in paragraph (a)(3) below if longer. Any interest remaining after such spouse's death will be distributed over such spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the

- spouse's death, or, if the distributions are being made over the period described in paragraph (a)(3) below, over such period.
- (3) If there is no designated beneficiary, or if applicable by operation of paragraph (a)(1) or (a)(2) above, the remaining interest will be distributed over the individual's remaining life expectancy determined in the year of the individual's death.
 - (4) The amount to be distributed each year under paragraph (a)(1), (2) or (3), beginning with the calendar year following the calendar year of the individual's death, is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's or individual's age in the year specified in paragraph (a)(1), (2) or (3) and reduced by 1 for each subsequent year.
- (b) Death Before Required Beginning Date: If the individual dies before the required beginning date, his or her entire interest will be distributed at least as rapidly as follows:
- (1) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under §402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.
 - (2) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.
 - (3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).
 - (4) The amount to be distributed each year under paragraph (b)(1) or (2) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.
- (c) IRA Value: The "value" of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations.
- (d) Spouse as Sole Beneficiary: If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.
- (e) Distribution may be met in another IRA: The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of §1.408-8 of the Income Tax Regulations.

13.13 Distributions Due to Death from a Traditional Deemed IRA Annuity Contract:

- (a) **Death On or After Required Distributions Commence.** If the individual dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the contract option chosen.
- (b) **Death Before Required Distributions Commence.** If the individual dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:
 - (1) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.
 - (2) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.
 - (3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).
 - (4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.
- (c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- (d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the individual's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (e) If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.
- (f) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

13.14 **No Required Minimum Distribution from Roth Deemed IRA Account:** No amount is required to be distributed prior to the death of the individual for whose benefit the account was originally established. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C), this paragraph does not apply.

13.15 **Distributions Due to Death from a Roth Deemed IRA Custodial Account:**

(a) Notwithstanding any provision of this IRA to the contrary, the distribution of the individual's interest in the account shall be made in accordance with the requirements of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations (taking into account Code § 408A(c)(5)), rather than the distribution rules in paragraphs (b), (c) and (d) below.

(b) Upon the death of the individual, his or her entire interest will be distributed at least as rapidly as follows:

- (1) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.
- (2) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.
- (3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).
- (4) The amount to be distributed each year under paragraph (b)(1) or (2) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

(c) The "value" of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations.

(d) If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

(e) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

13.16 **Distributions Due to Death from a Roth Deemed IRA Annuity Contract:**

- (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the individual's interest in the IRA shall be made in accordance with the requirements of Code § 408(b)(3), as modified by § 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under section 13.16(c) must satisfy the requirements of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (b), (c), (d) and (e) below.
- (b) Upon the death of the individual, his or her entire interest will be distributed at least as rapidly as follows:
- (1) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.
 - (2) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.
 - (3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).
 - (4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.
- (c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- (d) For purposes of paragraph (b)(2) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (e) If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary
- (f) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

Article XIV - Multiple Employer Plans

- 14.01 **Multiple Employer Plans:** If elected by the Employer in the Adoption Agreement, the Plan may also be adopted, by other employers that are not aggregated with the Employer under §414(b), (c), (m), or (o) of the Code. Such employers shall adopt the Plan by executing a separate Participation Agreement. In this case, the adopting Employer and each Participating Employer acknowledge that the Plan is a multiple employer plan subject to the rules of §413(c) and the regulations thereunder which are herein incorporated by reference, specific annual reporting requirements, and different procedures for obtaining determination letters from the Internal Revenue Service regarding the qualified status of the plan.
- 14.02 **Plan Participation and Vesting:** For purposes of plan participation and vesting, the adopting Employer and all Participating Employers shall be considered a single employer. An Employee's service includes all service with the adopting Employer or any Participating Employer (or with any employer aggregated with the adopting or Participating Employer under §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 severed employment.
- 14.03 **Separate Elections:** Except to the extent that the Participation Agreement allows, and the Participating Employer makes, separate elections with respect to its employees, the Participating Employer shall be bound by the terms of the Plan and Trust, including amendments thereto and any elections made by the adopting Employer.
- 14.04 **Plan Limitations:** The limitation under the Plan relating to the requirements of §§415, 402(g) and 414(v) of the Code shall be applied to the plan as a whole. The requirements of §§410(b), 401(a)(4), 401(m)(2)(A), and 414(q), where applicable shall be applied separately to each Participating Employer.
- 14.05 **Forfeitures:** If elected by the Adopting Employer in the Adoption Agreement, Forfeitures shall be applied to the Participating Employer who incurred the Forfeiture.

Volume Submitter
403(b) Adoption
Agreement #04002

Owosso Public Schools, MI

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Non-ERISA VOLUME SUBMITTER 403(b) PLAN DOCUMENT FOR PUBLIC SCHOOLS, ADOPTION AGREEMENT #04002			
The undersigned Employer hereby adopts a section 403(b) plan in the form a Volume Submitter 403(b) plan attached hereto, and agrees that the following terms, definitions, and elections shall be part of such 403(b) Plan. Where applicable, certain Items have a Default Provision indicated below the Item number that will apply if no election is made by the Employer.			
EMPLOYER INFORMATION			
1. Employer Name: Owosso Public Schools			
Address: 645 Alger St.			
City: Owosso	State: MI	Zip Code: 48867	Phone:
2. Contact Person:		Phone:	Email:
3. Employer Identification Number:			
4. The Administrator shall be (entity that administers the Plan):			
<input type="checkbox"/> (a)	The Employer	<input type="checkbox"/> (b)	The Employer Jointly with the Vendors
<input checked="" type="checkbox"/> (c)	A designated Administrator (specify): TSA Consulting Group, Inc.		
PLAN INFORMATION			
5. Sponsor of the 403(b) Volume Submitter Plan: Owosso Public Schools			
Address: 645 Alger St., Owosso, MI 48867			
Phone:		E-mail:	
6. (a) Name of Plan: Owosso Public Schools			
(b) This Plan is a Multiple Employer Plan <input type="checkbox"/> Yes; <input checked="" type="checkbox"/> No. If Yes, name of Plan Sponsor:			
7. (a) Plan Year:			
<input checked="" type="checkbox"/> (1) The calendar year;			
<input type="checkbox"/> (2) The 12-consecutive month period beginning on _____; or			
<input type="checkbox"/> (3) An initial short Plan Year beginning on _____ and ending on _____ and thereafter the 12-consecutive month period beginning on _____ and ending on _____			
<input type="checkbox"/> (4) A short Plan Year beginning on _____ and ending on _____			
(b) Limitation Year:			
<input checked="" type="checkbox"/> (1) The Plan Year			
<input type="checkbox"/> (2) The calendar year			
<input type="checkbox"/> (3) The 12-consecutive month period beginning on _____			
<input type="checkbox"/> (4) An initial short Plan Year beginning on _____ and ending on _____ and thereafter the 12-consecutive month period beginning on _____ and ending on _____			
<input type="checkbox"/> (5) A short Plan Year beginning on _____ and ending on _____			
8. Effective Date: The Employer has completed and signed this Adoption Agreement in order to:			
		Initial Effective Date	Amendment/Restatement Effective Date
<input type="checkbox"/> (a)	Establish a new 403(b) plan (not earlier than the 1 st day of current Plan Year)		N/A
<input checked="" type="checkbox"/> (b)	Restate a 403(b) plan previously adopted by the Employer (restatement date cannot be earlier than 1-01-2009, but not later than 1-01-2010 unless the initial effective date is after 1-01-2010)	01/01/2009	01/01/2010
<input type="checkbox"/> (c)	Amend a 403(b) plan previously adopted by the Employer (Amendments made, if applicable: _____)		
9. The Plan shall accept the following contribution types (check all that apply and complete the corresponding section(s) of the Adoption Agreement, if applicable):			
<input checked="" type="checkbox"/> (a)	Pre-Tax Elective Deferrals	<input checked="" type="checkbox"/> (j)	Rollovers
<input checked="" type="checkbox"/> (b)	Post-Tax Roth Elective Deferrals	<input checked="" type="checkbox"/> (k)	Plan-to-Plan Transfers
<input checked="" type="checkbox"/> (c)	Age 50 Catch-up Contributions	<input checked="" type="checkbox"/> (l)	Exchanges (as outlined in the Administrative Appendix)

<input type="checkbox"/> (d)	Special Catch-up after 15 years of service	<input type="checkbox"/> (m)	PTO – Sick Leave
<input type="checkbox"/> (e)	Nondeductible Employee (After-Tax) Contributions	<input type="checkbox"/> (n)	PTO – Vacation
<input type="checkbox"/> (f)	Mandatory Employee Contribution	<input type="checkbox"/> (o)	Social Security Replacement
<input checked="" type="checkbox"/> (g)	Employer Nonelective Contributions pursuant to the Collective Bargaining Agreement and/or the employment contract	<input type="checkbox"/> (p)	ORP Contributions subject to Article XII of the Plan
<input type="checkbox"/> (h)	Employer Matching Contributions pursuant to the Collective Bargaining Agreement and/or the employment contract	<input type="checkbox"/> (q)	Supplemental 403(b) Contributions (subject to Article XII of the Plan)
<input checked="" type="checkbox"/> (i)	Post-Employment Employer Contributions	<input type="checkbox"/> (r)	Deemed IRA

10. In computing a Participant's Compensation (as defined under Section 2.14 of the Plan, the following shall be excluded:

		All Contributions	Elective Deferrals	Mandatory Contributions	Employer Contributions
<input checked="" type="checkbox"/> (a)	No exclusions. All compensation will be included.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (b)	Overtime	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (c)	Bonuses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (d)	Other (describe another exclusion, for example, stipends):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11. (a) Compensation shall be determined over the following Determination period: (1) the Plan Year; or (2) a consecutive 12-month period ending with or within the Plan Year. Enter the day and the month this period begins: 01 (day) 01 (month). For Employees whose date of hire is less than 12 months before the end of the 12-month period designated, compensation will be determined over the Plan Year.

(b) For purposes of allocating Employer Contributions, Compensation (1) shall (2) shall not include amounts paid prior to a Participant's Entry Date.

12. Allocation Periods for Contributions (This will determine if additional contributions need to be made for a given year:

		All Contributions	Matching	Nonelective
<input type="checkbox"/> (a)	Weekly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (b)	Bi-Weekly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (c)	Quarterly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (d)	Annual	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> (e)	Per Pay	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (f)	Other (specify): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ELIGIBILITY AND PARTICIPATION – ELECTIVE DEFERRALS

13. The following Employees shall be eligible under the Plan to make Elective Deferrals (Check (a) or (b)):

(a) All Employees of the Employer.

(b) All Employees of the Employer except the following category(ies):

(1) Nonresident aliens described in section 410(b)(3)(C) of the Code, who receive no earned income from the Employer which constitutes income from sources within the U.S.

(2) Employees who normally work less 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 commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Internal Revenue Code) 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 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.

(3) Employees who are eligible to make Elective Deferrals under another plan, including an IRC section 457(b) eligible governmental plan; a 401(k) qualified cash or deferred arrangement of the Employer or another section 403(b) Plan of the Employer

(4) Employees who are students performing services described in section 3121(b)(10) of the Code.

(c) If 13(b)(2) is elected above, then the following rule will apply for subsequent years in determining whether the Employee is eligible for the Plan. The initial computation period shall begin on the date of hire and end on the anniversary thereof. Subsequent eligibility computation periods shall commence with:

(1) the anniversary of the Employee's employment commencement date; or

(2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.

(d) (1) The Employer elects to reduce the required Hours of Service per year in 13(b)(2) to _____ (not to exceed 1000) Hours; or

(2) N/A.

14. The Entry Date of a Participant with respect to Elective Deferrals shall be:

(a) On the first day of the month following date of employment;

(b) After the completion of _____ days (may be 30 or 60 days, if Employee receives information on the Plan within the first 30 days of employment)

(c) Entry Date shall mean the Employee's employment commencement date and deferrals elections shall be effective in the next pay period.

(d) Other (Specify. May not exceed 60 days from satisfaction of eligibility requirements): _____

15. Employees are permitted to make Pre-Tax Elective Deferrals to the Plan as follows:

(a) Elective Deferrals of up to the maximum amount permitted under sections 403(b) and 415 of the Code are permitted.

(b) Elective Deferrals of up to _____ % (not to exceed 100%) of a Participant's Compensation are permitted.

16. If Roth 403(b) Elective Deferrals are permitted under the Plan then Excess Deferrals will first be corrected from the:

(a) regular Pre-tax Elective Deferral Account; or

(b) Roth Elective Account

(c) N/A.

AUTOMATIC ENROLLMENT

In consideration of the following provisions, an Employer should determine whether automatic enrollment is permitted under the applicable State law prior to adopting this provision.

17. The Eligible Automatic Contribution Arrangement (EACA) provisions of Article 3.03 of the Plan:

(a) shall not apply

(b) shall apply and the Default Percentage indicated below shall be automatically withheld and contributed to the Plan as a Pre-Tax Elective Deferral.

18. (a) Covered Employee for Purposes of Eligible Automatic Contribution Arrangement (EACA): Employees covered under the EACA are (Check one of the options below.):

(1) All Participants

(2) All Participants who do not have an affirmative election in effect regarding Elective Deferrals

(3) All Participants who become Participants on or after the effective date of the EACA and who do not have an affirmative election in effect regarding Elective Deferrals

(b) Default Percentage (Check one of the options below and insert a percentage or percentages and, if applicable, a date.):

- (1) The Default Percentage is _____% (a uniform percentage of each Covered Employee's Compensation for the applicable pay period)
- (2) The Initial Default Percentage is _____% (a uniform percentage of each Covered Employee's Compensation for the applicable pay period) and will increase by one percentage point as described in Section 3.03 of Article III of the Plan until the Default Percentage is _____%. (Insert the highest default percentage that will apply) Each increase will be effective with the first pay period of the Plan Year or the first pay period after the date inserted here: _____.

ROLLOVER/TRANSFER AND OTHER EMPLOYEE CONTRIBUTION PROVISIONS

19. (a) Direct Rollovers: The Plan will accept a Direct Rollover of an Eligible Rollover Distribution from (check each that applies or N/A):

- (1) N/A. The Plan will not accept Direct Rollovers from any plan.
- (2) a qualified plan described in section 401(a) or 403(a) of the Code, excluding After-Tax employee contributions.
- (3) an annuity contract described in section 403(b) of the Code, including After-Tax employee contributions.
- (4) an annuity contract described in section 403(b) of the Code, excluding After-Tax employee contributions.
- (5) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(b) The Plan (1) will (2) will not accept Designated Roth accounts from any of the plans selected in 19(a)

20. Participant Rollover Contributions

(a) Participant Rollover Contributions from Other Employer Plans: The Plan will accept a Participant contribution of an Eligible Rollover Distribution from (check each that applies or N/A):

- (1) N/A. The Plan will not accept Rollover Contributions from any employer plan.
- (2) a qualified plan described in section 401(a) or 403(a) of the Code, excluding after-tax employee contributions.
- (3) an annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions.
- (4) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(b) The Plan (1) will (2) will not accept Designated Roth accounts from any of the plans selected in 20(a)

(c) Participant Rollover Contributions from IRAs: The Plan (choose one):

- (1) will (2) will not accept a Participant Rollover Contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

21. In-Plan Roth Rollovers:

(a) The Plan (1) will (2) will not permit In-Plan Roth Rollovers of distributable amounts.

(b) The Plan (1) will (2) will not permit In-Plan Roth Rollovers of otherwise non-distributable amounts.

22. Deemed IRA Contributions. A Participant may make Deemed IRA contributions to the following type(s) of IRA Accounts established in accordance with Article XIII of the Plan:

(a) Traditional
 (b) Roth
 (c) Either (a) or (b) above as designated by the Participant at the time the contribution is made

23. Mandatory Employee Contributions shall be required to be made by the following Employees:

(a) _____% of each eligible Employee's Compensation if such Employee was hired after: _____; and if applicable
 (b) _____% of each eligible Employee's Compensation if such Employee was hired after _____, and was a participant in _____ (e.g. state retirement plan) but after receiving a choice has elected to participate in this Plan.

DISTRIBUTION PROVISIONS

24. Pursuant to the underlying Individual Agreements, the following transactions are permitted:

(a) Select all that apply and specify the corresponding sources from which the withdrawal can be made:

	All Contributions	Elective Deferrals	Mandatory Contributions	Employer Contributions
<input checked="" type="checkbox"/> (1) Financial Hardship Distributions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> (2) Loans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> (3) Distributions at age 59 ½	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) The following transactions are permitted:

(1) Plan-to-Plan transfers to another Employer Plan
 (2) Transfers to a State Retirement Plan to purchase service credits
 (3) Distribution of Rollover Contributions at any time

(c) The following distributions are permitted from Employer Contributions under Annuity Contracts only:

(1) Attained Age of 59 1/2
 (2) After _____ Years of Service

25. If permitted by the underlying Individual Agreements, the Plan (a) will, (b) will not permit the distribution of Small Account Balances from the Plan.

EMPLOYER CONTRIBUTIONS

26. Employer Contributions

(a) Employer Contributions shall not be made.

(b) Employer Contributions shall be made as follows (check all types that apply):

(1) Employer Contributions shall be made in accordance with any applicable collective bargaining agreements or employment contracts as shall be determined from time to time by the Employer.

(2) Discretionary Contribution Formula: Nonelective Employer contributions will be allocated to each Participant in the ratio that such Participant's Compensation bears to the compensation of all Participants to whom Nonelective Employer contributions are allocated determined annually by the Employer.

(3) Definite Contribution Formula: For each Plan Year, the Employer will contribute for each eligible Participant an amount equal to _____% or \$_____ of such Participant's Compensation.

(4) Employer Post-Employment Contributions shall be made.

(5) Employer Matching Contributions shall be made under the following formula:

(A) _____ percent of the Participant's Elective Deferrals
 (B) _____ percent of the Participant's Employee Contributions
 (C) The Employer shall not match amounts provided in excess of \$_____, or in excess of _____ percent, of the Participant's Compensation
 (D) An amount, if any, determined by the Employer

(6) ORP Contributions under the State of _____ made pursuant to the applicable laws of the ORP.

<input type="checkbox"/> (7) Employees hired after _____ where such Employees are making a Mandatory Employee Contribution of _____%, shall receive an Employer Nonelective Contribution of _____% of Compensation.			
ELIGIBILITY AND PARTICIPATION – EMPLOYER CONTRIBUTIONS			
27. All Employees of the Employer (including employers required to be aggregated under sections 414(b), (c), (m), or (o) of the Code) will be eligible to participate in this Plan except the following:			
		Nonelective	Matching
<input checked="" type="checkbox"/> (a)	N/A. There is no age or service requirement.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (b)	Employees who have not attained age _____ (cannot exceed age 21)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (c)	Employees who have not completed _____ Year(s) of Service; or _____ Month(s) of Service; or _____ Day(s) of Service. (Cannot exceed 1 year unless the Plan provides a nonforfeitable right to 100% of the Participant's account balance derived from Employer contributions after not more than 2 years of service in which case up to 2 years is permissible. If the Year(s) of Service selected is or includes a fractional year, an employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year.)	<input type="checkbox"/>	<input type="checkbox"/>
28. All Employees who are members of eligible classes of employees shall be eligible to participate in the Plan except:			
		Nonelective	Matching
<input checked="" type="checkbox"/> (a)	N/A. There are no exclusions	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (b)	Nonresident Aliens (see Section 2.28 of the Plan)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (c)	Employees who become Employees as the result of a "section 410(b)(6)(C) transaction"	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (d)	Employees of the following employer(s) aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (e)	Hourly Rated Employees	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (f)	Other (specify): _____ (Note: Insert an exclusion category, e.g. Division A Employees.)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (g)	Nonresident Aliens (see Section 2.28 of the Plan)	<input type="checkbox"/>	<input type="checkbox"/>
29. (a) Eligibility under the Plan will be extended to all Employees who satisfied the eligibility requirements of this Plan with the following prior unrelated employer(s): <input type="checkbox"/> (1) _____; <input checked="" type="checkbox"/> (2) N/A			
(b) The eligibility and service requirements in Item #27 above <input type="checkbox"/> (1) are <input type="checkbox"/> (2) are not waived with respect to Employees employed on the Effective Date of this Plan. If these requirements are waived, such Employees shall become Participants in the Plan as of the Effective Date of the Plan.			
30. Service for eligibility and vesting will be determined on the basis of the method selected below. Only one method may be selected and such method will be applied to all Employees covered under the Plan.			
<input type="checkbox"/> (a) On the basis of actual hours for which an Employee is paid or entitled to payment			
<input type="checkbox"/> (b) On the basis of days worked. An Employee will be credited with ten (10) hours of service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the day			
<input type="checkbox"/> (c) On the basis of weeks worked. An Employee will be credited with forty-five (45) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the week			
<input type="checkbox"/> (d) On the basis of semi-monthly payroll periods. An Employee will be credited with ninety-five (95) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period			
<input type="checkbox"/> (e) On the basis of months worked. An Employee will be credited with one hundred ninety (190) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the month			
<input type="checkbox"/> (f) On the basis of Elapsed Time, as provided for in Section 2.43(b)(2) of the Plan			

6

31. (a) Subsequent Eligibility Computation Periods shall commence with:
 (1) the anniversary of the Employee's employment commencement date; or
 (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.

(b) Subsequent Vesting Computation Periods shall commence with:
 (1) the anniversary of the Employee's employment commencement date; or
 (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.

32. An Employee who has completed the eligibility requirements shall enter the Plan on the following Entry Date:

		Nonelective	Matching
<input type="checkbox"/> (a)	There are no age and service requirements. Entry Date shall mean the Employee's employment commencement date.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> (b)	The day on which the Employee satisfies the eligibility requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (c)	The first day of the Plan Year in which the Employee satisfies the eligibility requirements	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (d)	The first day of the first month or the first day of the 7th month of the Plan Year coinciding with or next following the satisfaction of the Plan's eligibility requirements	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (e)	The first day of the month in which the Participant satisfies the eligibility requirements	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (f)	The first day of the following months after the Employee satisfies the eligibility requirements _____	<input type="checkbox"/>	<input type="checkbox"/>

33. All of an Employee's Years of Service with the Employer are counted to determine the Vested Percentage in the Participant's Employer Contribution except:
 (a) N/A. All Years of Service will count toward Vesting
 (b) Years of Service before age 18
 (c) Years of Service before the Employer maintained this Plan or a predecessor plan

34. Each Participant's Vested Percentage in his Employer Contribution Account shall be determined as follows:

		Nonelective	Matching																
<input type="checkbox"/> (a)	Vesting Formula #1 - 100% vested at all times	<input type="checkbox"/>	<input type="checkbox"/>																
<input type="checkbox"/> (b)	Vesting Formula #2 - 100% vested after _____ (not to exceed three) Years of Service	<input type="checkbox"/>	<input type="checkbox"/>																
<input type="checkbox"/> (c)	Vesting Formula #3: <table border="0"> <tr> <td><u>Years of Service</u></td> <td><u>Vested Percentage</u></td> </tr> <tr> <td>Less than 1</td> <td>_____</td> </tr> <tr> <td>1</td> <td>_____</td> </tr> <tr> <td>2</td> <td>_____ (not less than 20%)</td> </tr> <tr> <td>3</td> <td>_____ (not less than 40%)</td> </tr> <tr> <td>4</td> <td>_____ (not less than 60%)</td> </tr> <tr> <td>5</td> <td>_____ (not less than 80%)</td> </tr> <tr> <td>6 or more</td> <td>100%</td> </tr> </table>	<u>Years of Service</u>	<u>Vested Percentage</u>	Less than 1	_____	1	_____	2	_____ (not less than 20%)	3	_____ (not less than 40%)	4	_____ (not less than 60%)	5	_____ (not less than 80%)	6 or more	100%	<input type="checkbox"/>	<input type="checkbox"/>
<u>Years of Service</u>	<u>Vested Percentage</u>																		
Less than 1	_____																		
1	_____																		
2	_____ (not less than 20%)																		
3	_____ (not less than 40%)																		
4	_____ (not less than 60%)																		
5	_____ (not less than 80%)																		
6 or more	100%																		
<input type="checkbox"/> (d) Notwithstanding the Vesting Formula selected above, all Participants as of _____ will be 100% vested.																			

35. Forfeitures not used to restore Participant's Accounts or pay expenses will be (choose one):

		Nonelective	Matching
<input type="checkbox"/> (a)	allocated in addition to the Employer Contributions	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (b)	used to reduce any required Employer contributions	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (c)	used to reduce Employer Matching Contributions and any remainder allocated in addition to the Employer Contribution	<input type="checkbox"/>	<input type="checkbox"/>

<input type="checkbox"/> (d) used to reduce Employer Contributions in the following order and manner: <input type="checkbox"/> (1) for the current Plan Year <input type="checkbox"/> (2) for the subsequent Plan Year <input type="checkbox"/> (3) Other (describe; must be determined on a nondiscriminatory basis): _____	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------

(e) N/A. 100% vesting has been elected and there are no forfeitures under the Plan.

36. Forfeitures arising on account of termination of employment shall be allocated as of the last day of the Plan Year which is concurrent with or next follows:

<input type="checkbox"/> (a)	Employee's termination of employment
<input type="checkbox"/> (b)	Employee having incurred a 1-year Break in Service
<input type="checkbox"/> (c)	Employee having incurred 2 consecutive 1-year Breaks in Service
<input type="checkbox"/> (d)	Employee having incurred 5 consecutive 1-year Breaks in Service
<input type="checkbox"/> (e)	The later of the payment of the vested benefit or the Employee having incurred 5consecutive 1-year Breaks in Service
<input checked="" type="checkbox"/> (f)	N/A. 100% vesting has been elected and there are no forfeitures under the Plan.

OVERRIDING LANGUAGE FOR MULTIPLE PLANS

37. If the Participant is covered under another Section 403(b) plan of the Employer, other than a Section 403(b) Volume submitter or prototype plan, the provisions of Section 5.01 of Article V will apply as if the other plan were a Section 403(b) volume submitter or prototype 403(b) plan.

RELIANCE ON ADVISORY LETTER AND ACKNOWLEDGEMENTS

38. Reliance and Acknowledgements:

- This Adoption Agreement may be used only in conjunction with basic Plan Document #04.
- The Sponsor will inform the adopting Employer of any amendments it makes to the Plan or of its discontinuance or abandonment of the Plan.
- The Employer must complete a new signature page if it modifies any prior elections or makes new elections in its Adoption Agreement.
- Failure to properly complete this Adoption Agreement may result in loss of favorable tax treatment for the Plan. The Employer's tax advisor should review the Plan and this Adoption Agreement prior to the Employer adopting such plan.
- The Employer may rely on the Advisory Letter issued for the approved specimen plan, except to the extent that the Employer's Plan is not identical to the approved specimen plan, disregarding any differences attributable solely to the Employer's choices of options provided under the specimen plan.

AUTHORIZED SIGNATURE AND CERTIFICATION

39. The undersigned Employer acknowledges receipt of a copy of the Plan, Administrative Appendix and this Adoption Agreement on the date indicated below. The adopting Employer by signing below certifies that:

- The Employer is an educational organization described in section 170(b)(1)(A)(ii); and
- For purposes of the nondiscrimination requirements of section 403(b)(12) the Plan is a Governmental Plan within the meaning of section 414(d) of the Code of a Public School; or a Governmental Plan of an organization described in section 501(c)(3) of the Code.

Name of Employer: Owosso Public Schools

Signature of Employer: <u>Julie A. Omer</u>	Date: <u>11/29/2018</u>
Name of Signer: <u>Julie A. Omer</u>	Title: <u>Chief Financial Officer</u>

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
April 27, 2020**

Report 19-226

FOR ACTION

Subject:

Agreement for the continued use of Baker College to provide contracted services for Adult Education Services for 2020-21.

Recommendation:

Resolve that the Board of Education renew the contract with Baker College for Adult Education services for the fiscal year 2020-21 and authorize the Superintendent to sign the contract on behalf of the District.

Facts /Statistics:

The arrangement with Baker College for Adult Education services has been beneficial to both parties. This relationship allows the District to concentrate on its core competencies of PreK-12th grade education and still allows the opportunity for students, that fit the requirements, to obtain their diploma through the Pathways program.

The contracted relationship between Baker College for these services has been ongoing. The services have been deemed to be satisfactory and beneficial to the District in meeting the needs of the community members to obtain Adult Education services not offered by the District. All terms remain unchanged from the current contract year.

Motion

Seconded

Vote – Ayes

Nays

Motion

BAKER COLLEGE OF OWOSSO
and
OWOSSO PUBLIC SCHOOLS

PATHWAYS CONTRACT
for
Adult Education Services

2020-21

Pathways . . . Partners in Education

At Pathway's you design your passport to the future.

Mission Statement

The Mission of Pathways is to empower a diverse body of students to achieve their educational goals. We are committed to providing a fresh start to individuals who have left the traditional setting, may not be performing up to their ability, or may not have fit into the traditional school environment. The individual needs of each student: academic, emotional, and social, shall be addressed to assist them in becoming motivated and responsible members of society.

Goals

- Empower and encourage students to be lifelong learners.
- Prepare students to interact with the real world in an effective manner.
- Provide opportunities for students to design their own lives.
- Assist students in overcoming personal barriers to success.
- Improve students' self-concept and academic performance.
- Increase high school completion rates by diploma or GED Certificate.
- Use discovery as an instructional format so students will learn:
 1. How to learn.
 2. Higher order thinking.
 3. Substantive conversation.
 4. Connections to the world.
- Develop connective experiences for students between their educational core curriculum, career information, higher education, and training opportunities to assist students in making informed post secondary decisions.
- Design and provide a curriculum which follows the Michigan Framework to develop:
 1. Literate individuals.
 2. Healthy and fit people.
 3. Responsible family members.
 4. Productive workers.
 5. Involved citizens.
 6. Self-directed, lifelong learners.
- Collaborate with community organizations to share resources to meet the needs of students.
- Provide academic opportunities for students who are credit deficient and desire to graduate from their district schools.
- Utilize team and cooperative teaching, cohort learning, and service learning in the delivery of the curriculum.

Don't fear the future . . . prepare for it.

BENEFITS TO INSTITUTIONS

Baker College of Owosso

Formation of this agreement will allow Baker College of Owosso to continue to demonstrate its commitment to our community by providing Adult education students the opportunity to continue their education in a safe, education environment. The agreement will allow the College to provide a service to this community by giving students the opportunity to access the latest technology and modern laboratories. The agreement will also provide another opportunity of fulfilling our mission to prepare students for competency and careers and encourage continuing education. Baker College of Owosso would also have the opportunity to introduce these students to post-secondary opportunities which would prepare them for the technological and educational requirements in today's work environment. Baker College also stands to gain recognition as a model for adult education programs. The College's hope will be for these successful students to pursue their field of interest at the post-secondary level at an institution of their choice

Owosso Public Schools

Students of the Pathways Program will have access to the latest technological advances from computer usage for classroom instruction to computer access of current information through our library facility. Students in this program can also take advantage of FREE individualized or group tutoring. The Baker College of Owosso campus is extremely safe and employs security guards to provide a safe environment

for all of our students. The Baker College library facility is also available with individual or group study rooms. The facilities of Baker College, along with the environment, provide a structured educational setting for students of all ages. The latest technology is utilized throughout the College curricula and will be utilized in this agreement to enhance the educational process which is already taking place within the Pathways Program.

EXECUTIVE COMMITTEE

The Executive Committee will ensure excellent communication between the members. This ongoing team will work toward assuring an excellent educational environment and ongoing success of the students while also creating a positive image of the program in our community. This committee shall be a policy setting committee and, as such each member shall have equal voting rights. The Executive Committee shall be the final decision making body and on such issues as curriculum, textbook selection, schedules, attendance policy, course outcomes, student expectations, etc. The Pathways Education Coordinator shall bring recommendations to the Executive Committee for consideration.

Membership of the Executive Committee shall be comprised of:

Owosso Public School Officials:

Superintendent of **Owosso Public** Schools, and /or designee

Baker College of Owosso Officials:

President of Baker College of Owosso, and /or designee

PROGRAM DESCRIPTION

The Pathways Program is designed for adults who have not been successful in the more traditional school setting. Students attending Pathways may include those with personal problems, others with learning problems, students who have experienced difficulty adjusting to their home school and students involved in the criminal justice system. The Pathways program is highly structured with clear expectations. Students receive grades on the basis of demonstrated competence.

ROLES AND RESPONSIBILITIES

Baker College of Owosso

Physical Facilities: Baker College of Owosso will provide facility, equipment, office space, administrative supervision, clerical and support services to the program(s) that will be conducted on its site.

Authority: Baker College will have the full authority to operate the program.

Employees: Baker College of Owosso will have the right to determine and hire the number of full and part-time employees it sees fit to successfully operate the program. Baker College of Owosso's adult education instructors will meet state certification requirements and have copies of this on file.

The Adult Education Coordinator shall be interviewed and selected by the Corporate Training Director. The Adult Education Coordinator will report to the Director

regarding his or her Action Plan, policies, and procedures. The Executive Committee will provide the Director with a clear vision and a plan of action for the program. The Director shall evaluate the Coordinator and all members will be offered the opportunity to be involved in the decision regarding the evaluation and on going employment of the Coordinator. If any partner has concerns regarding the performance of the Coordinator, as it relates to the plan of action approved by the Executive Committee, the Coordinator may be placed on a focused evaluation and mentored for improvement. If improvement is not made in the direction the Executive Committee desires, the members will confer on the renewal of a contract with the Coordinator.

Application Procedures: The staff will be employees of Baker College of Owosso. The College will determine the wage and benefit packages consistent with similar positions at the College.

Textbooks: Current textbooks being utilized within the Pathways Program will be reviewed in the curriculum review process. If new textbooks are selected for courses, Baker College will purchase the textbooks.

Rights and Privileges: Students in this program shall be accorded all rights and privileges of all Baker College students, such recreation and library usage, learning support service access, computer lab usage, etc.

Owosso Public Schools

Funding: **Owosso Public** Schools shall be responsible for informing Baker College of any possible funding changes and/or any information regarding the future of this program as soon as this information becomes available to the district.

Student Records: All records pertaining to students in the Pathways Program will remain the property of **Owosso Public** Schools. Baker College will have full access to any student information deemed necessary to fulfill the obligations of these programs.

Provider of Record: **Owosso Public** Schools shall act as the provider of record and bill the Genesee Intermediate School District (Fiscal Agent) for reimbursement of Baker adult education expenditures. **Owosso Public** Schools shall retain 6% of the 107 adult education award, to offset relative administrative costs.

Transfer of Students: **Owosso Public** Schools and Baker College of Owosso will follow the enrollment process outlined in the Pathways Handbook. Baker College of Owosso maintains the right to accept or reject any referral or application if the College deems that such admittance is not in the best interest of the College.

AGREEMENTS

Program Schedules: Baker College shall develop a schedule of course offerings to maximize quality and efficiency. These schedules will be published well in advance so those students can plan effectively.

Calendar: Baker College will assure the provision of State of Michigan required hours and days of instruction. Pathways shall provide two eighteen week semesters per year and shall issue credit for successful completion of course work. Baker College shall make whatever State mandated changes necessary regarding hours and number of days of instruction.

Course Scheduling: Academic courses will be scheduled mornings, afternoons, and/or evenings.

Course Availability: All students in the Pathways Program will meet all State guidelines regarding core academic course work in order to receive a high school diploma. Electives including occupational skills training shall be offered on a rotating basis in an attempt to meet the needs and interests of students.

Diploma: Students graduating, as a result of this agreement shall receive a Pathways Diploma in partnership with the **Owosso Public Schools**.

STAFFING APPOINTMENTS

Baker College shall maintain sole responsibility for the appointment of all staff and Lab Instructors to the Pathways Program. Instructors of the college for board approved occupational programs will have related expertise, work experience and career specific credentials. Adult education Lab Instructors will meet adult education certification requirements as a condition of delivering instruction in this division.

SIGNATURE SHEET

The parties authorized by each institution will extend the agreement between Baker College of Owosso and Owosso Public Schools, upon signature. This agreement shall be valid from the date of signature, through August 31, 2021. The actual course offerings shall commence fall semester, 2020. This agreement shall be reviewed prior to the end date and may be revised and or renewed, upon agreement, by both organizations. Either party may terminate this agreement; however, a 90-day written termination notice before the end of the school year must be received. It is the intent of both parties to work cooperatively to comply with the laws of the State of Michigan, the State Board of Education, and the North Central Association of Colleges and Schools.

As authorized representatives of the contractual organizations, we hereby enter into this agreement by affixing our signatures below.

Dr. Andrea Tuttle, Superintendent
Owosso Public Schools

Date

Denise Bannan, President
Baker College of Owosso

Date

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
April 27, 2020
Report 19-227

FOR ACTION

Subject:

Adoption of the Amendment to the Section 125 (Cafeteria) plan for Owosso Public Schools

Recommendations:

Resolve that the Board adopt the addendum to the Section 125 plan for eligible medical expenses and provisions as they relate to plan payment options while participants are on FMLA leaves or EFMLEA

Rationale:

Adoption will assure that the District's plan documents are compliant with the provisions for plan documents outlined in the IRS code for Section 125

Facts/Statistics:

As a result of the CARES (Coronavirus Aid, Relief and Economic Security) Act that took effect in March, there were a number of provisions that expanded the items that were reimbursable for participants of the District's Section 125 (cafeteria) plan for medical expenses. Such items as over the counter (OTC) medications that are for the "diagnosis, cure, mitigation, treatment or prevention of disease, or for the purpose of affecting any structure or function of the body". There are some additional provisions that allow for the OTC that are for the general health IF a physician deems them to be necessary to treat or alleviate a specific physical or mental illness. Amounts paid for menstrual products are considered as medical care under these new provisions.

There are additional provisions that pertain to paying for elections made for Section 125 while on leave that are also impacted by the CARES act. These payment provisions and the changes in the items that are reimbursable are reflected in the accompanying Plan Document Amendment & Summary of Material Modification that are being put before the Board for consideration.

Adoption of the amendment allows the plan to be consistent with the provisions available in the law. If the Board moves forward with adoption, these provisions would be retroactive to January 1, 2020 and would remain in effect until changed by the Board.

Motion

Seconded

Vote – Ayes

Nays

Motion

PLAN DOCUMENT AMENDMENT & SUMMARY OF MATERIAL MODIFICATION

This Summary of Material Modification (SMM) is being delivered to be attached to your Summary Plan Description (SPD). This document will also serve as an amendment to the Plan Document maintained by the Employer. Keep this SMM with your SPD for future reference. The changes described below have been adopted and executed by the Employer. You can request a copy of your SPD - Plan Documents from your Benefits Coordinator. These changes in no way effect any other term or condition stated in your Summary Plan Description unless that specific term is mentioned below.

Over The Counter Products (OTC)

The limitations on OTC products stated in the SPD and Plan Document are removed. OTC products no longer require a prescription and can be reimbursed under your plan. OTC products must be for diagnosis, cure, mitigation, treatment, or prevention of disease, or for the purpose of affecting any structure or function of the body. OTC products that are beneficial to an individual's general health are not covered unless they are determined by a physician to be necessary to treat or alleviate a specific physical or mental illness. Amounts paid for menstrual care products shall be treated as paid for medical care. The changes described above are effective for amounts paid on or after January 1, 2020 and continue in force until amended by the Employer.

The Family And Medical Leave Act ('The FMLA') and Unpaid Leave.

The FMLA requires employers with 50 or more employees to provide unpaid leave for eligible employees under circumstances that are prescribed by applicable federal law, including the Family and Medical Leave Act of 1993 (29 U.S.C. 2611) as amended.

The payment option(s) for coverage while on unpaid Family Medical Leave Act leave and for unpaid leave for Healthcare Account Plans are:

- 1) **Pre-pay.** Under this option, you will pay your election amounts that will be due during your leave, before your FMLA leave begins. The payments may be either pre-tax or after-tax, according to the terms of your Salary Reduction Agreement.
- 2) **Pay-as-you-go.** Under this option, you will pay your share of your election amounts on the same schedule as if You were not on leave. If you fail to make payments under this Pay-as-you-go option, Your Employer is not required to continue coverage. However, if your Employer chooses to continue coverage, your employer is entitled to collect these amounts from you after You return from the FMLA leave.

If an Accountholder's coverage under the Plan ceased while on FMLA leave, the Accountholder will be entitled to resume coverage upon return from leave on the same participation basis in effect prior to the leave, or as otherwise required under the FMLA. The Accountholder will be entitled to elect reinstatement in the Plan at the coverage level that was in effect before the FMLA leave, with increased contributions if necessary, to reach their annual election. Or, the Accountholder can continue with the amount withheld from the Accountholder's compensation on payroll-by-payroll basis equal to the amount withheld before the FMLA leave.

In addition to the FMLA rights described above, this Plan will comply with the Emergency Family and Medical Leave Expansion Act (EFMLEA) by providing paid EFMLEA leave for a 'qualifying need related to a public health emergency', with respect to leave, means the employee is unable to work (or telework) due to a need for leave to care for the son or daughter under 18 years of age if the school or place of care has been closed, or the child care provider is unavailable, due to a public health emergency. This EFMLEA leave is mandated for all employers who employ fewer than 500 employees for any employee who has worked at least 30 calendar days with the employer with respect to whom leave is requested. This will apply to EFMLEA taken for dates starting April 1, 2020 and ending December 31, 2020. In no event shall such paid leave exceed \$200 per day and \$10,000 in the aggregate. Contact your Company or its FMLA Service Provider for details on required documentation to take EFMLEA leave, the payment options available for your elected Benefit Plans while you are on EFMLEA leave, and whether you have rights to be reinstated in your elected Benefit Plans when you return.

NOTE: Under the EFMLEA law, small employers with fewer than 50 employees and health care providers can be exempt from EFMLEA leave. If an employer is exempt, then the additional rights described above for EFMLEA will not be provided.

Executed this _____ day of _____, _____.

Employer: _____

By: _____

Printed: _____

Title: _____

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
April 27, 2020
Report 19-228

FOR ACTION

Subject:

Awarding of miscellaneous Sinking Fund Site Improvement projects for summer of 2020

Recommendation:

Recommend that the Board authorize the Superintendent to contract with LA Construction, Flushing, Michigan for miscellaneous site improvements at the high school, Central Elementary, Emerson, Bus Garage and Bentley in an amount not to exceed \$493,406.38 inclusive of \$100,000 of discretionary allowance.

Statement of Purpose/Issue:

To award the contract for the miscellaneous site improvements to be paid for out of sinking funds that have been identified.

Facts/Statistics:

The District is recommending that this project go directly “For Action” in order to assure that the contractor can start as soon as allowable and reasonably possibly. In addition, the ability to procure contractors for work is being forecasted to be difficult once the Governor’s “Stay at Home” order is lifted for contractors.

The District identified the following site improvements that could be done during the summer of 2020 of similar trades in order to gain economies of scale and would result in the lower pricing as well as would enhance the current bond project at the high school campus:

- High school – seal cracks, seal coat and re-stripe existing high school parking lot, construct a dumpster enclosure, construct a salt storage building and enhance the lighting for existing light pole.
- Central Elementary school – seal cracks, seal coat and restripe existing parking lot, construct new 1,200 square feet of connecting sidewalk and install mulch in area.
- Emerson Elementary school – Storm drainage improvements inclusive of site investigation to correct sink holes on the property, construct new 1,400 square feet of connecting sidewalk and install mulch in area.
- Bus garage – spot remove asphalt and replace in 8 locations.
- Alternate Bid #2 – Bentley – Install 600 Square feet of sidewalk.

Spicer, the District’s architects and engineers for the project have recommended contracting with LA Construction for these projects. LA Construction represents the lowest bidder between the two bids received on the project and the District has contracted with LA Construction on numerous projects and found them to be not only a responsible contractor but also responsive to the District’s needs.

All funds for the project are to be paid out of sinking funds.

Motion

Seconded

Vote – Ayes

Nays

Motion

**AWARDING OF CONTRACT
FOR MISCELLANEOUS SITE IMPROVEMENT
SINKING FUND
BIDS RECEIVED ON 4/22/20**

CONTRACTOR	BASE BID (Inclusive of \$100,000 in contingency)	ALTERNATE #1 – MOVE LOCATION OF SALT STORAGE AWAY FROM HIGH SCHOOL MAIN CAMPUS (Base bid includes cost for salt storage building already)	ALTERNATE #2 BENTLEY BRIGING BEGINNINGS – INSTALL 600 SQUARE FEET OF SIDEWALK	TOTAL BID
LA Construction Flushing, MI	\$485,723.38	\$1,875.00	\$5,808.00	\$493,406.38
Superior Contracting, Dryden, MI	\$541,964.00	\$0	\$12,000.00	\$553,964.00

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
April 27, 2020
Report 19-229**

FOR FUTURE ACTION

Subject:

Student Handbook Updates

Recommendation

Resolve that the Board of Education approve the 2020-2021 student handbooks for Bentley Bright Beginnings, elementary, middle and high schools as presented.

Facts/Statistics:

1998 was the first year the Board had an opportunity to review student handbooks. Last year the Board took action to formally approve the handbooks, which will occur annually.

Motion

Seconded

Vote – Ayes

Nays

Motion

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
April 27, 2020**

Report 19-230

FOR FUTURE ACTION

Subject:

SRESB Budget Resolution Approval

Recommendation:

Resolve that the Board of Education support/disapprove the Shiawassee Regional Education School District 2020-21 budget as presented, and authorize the superintendent to forward the resolution to the SRESB board on or before June 1, 2020.

Rationale:

Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed budget not later than May 1 of each year to the board of each constituent district for review. The local school district's board of education must do the following on or before June 1 of each year:

1. review the proposed intermediate school district budget;
2. adopt a resolution expressing the board's support for or disapproval of the proposed intermediate school district budget; and
3. if the board disapproves of the budget, submit to the intermediate school board any specific objections and proposed changes the constituent district board has to the budget.

Facts/Statistics:

The intermediate school district reform legislation is part of Act 234, Public Acts of Michigan, 2004. A draft of each resolution (to support or disapprove) is attached to this report. The actual budget will be presented to Rick Mowen, Board of Education Trustee on May 4, 2020 at a budget proposal meeting held at the SRESB for which the minutes of the meeting will be included in the package for review and consideration. The SRESB budget appropriations have been included as part of the Board package.

Motion

Seconded

Vote – Ayes

Nays

Motion

**Shiawassee Regional Education Service District (RESD)
General Fund Operating Budget
RESOLUTION**

_____, Michigan (the "District")

A _____ meeting of the Board of Education of the District was held in the _____
_____ in the District, on the _____ day of _____, 2020 at _____ o'clock in the
_____.

The meeting was called to order by _____, President

Present: Members

Absent: Members

The following preamble and resolution were offered by Member _____ and
supported by Member _____.

WHEREAS:

1. Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed budget not later than May 1 of each year to the board of each constituent district for review; and
2. Not later than June 1 of each year, the board of each constituent district shall review the proposed intermediate school district budget, shall adopt a board resolution expressing its support for or disapproval of the proposed intermediate school district budget, and shall submit to the intermediate school board any specific objections and proposed changes the constituent district board has to the budget.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The board of education has received and reviewed the proposed intermediate school district budget in accordance with Section 624 of the Revised School Code, as amended, and by the adoption of this resolution, expresses its support for the proposed intermediate school district budget.
2. The secretary of the board of education or his/her designee shall forward a copy of this resolution to the intermediate school board or its superintendent no later than June 1, 2020.
3. All resolutions insofar as they conflict with this resolution will be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of _____, Michigan hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a _____ meeting held on _____, 2019, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Secretary, Board of Education

H:Board/Budget Approval Resolution/ks

**Shiawassee Regional Education Service District (RESD)
General Fund Operating Budget
RESOLUTION**

**Disapproval of
Budget**

_____, Michigan (the "District")

A _____ meeting of the Board of Education of the District was held in the _____
_____ in the District, on the ____ day of _____, 2020, at _____ o'clock in the
_____.

The meeting was called to order by _____, President

Present: Members

Absent: Members

The following preamble and resolution were offered by Member _____ and
supported by Member _____.

WHEREAS:

1. Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed budget not later than May 1 of each year to the board of each constituent district for review; and

2. Not later than June 1 of each year, the board of each constituent district shall review the proposed intermediate school district budget, shall adopt a board resolution expressing its support for or disapproval of the proposed intermediate school district budget, and shall submit to the intermediate school board any specific objections and proposed changes the constituent district board has to the budget.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The board of education has received and reviewed the proposed intermediate school district budget and has determined that it disapproves of certain portions of the proposed intermediate school district budget which objections, along with proposed changes, if any, are set forth on Exhibit A attached hereto and incorporated herein by reference.

2. The superintendent is hereby directed to submit a certified copy of this resolution to the intermediate school board and/or to the intermediate school district superintendent with the specific objections and proposed changes that this board has to the budget no later than June 1, 2020.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution will be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of _____, Michigan hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a _____ meeting held on _____, 2019, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Secretary, Board of Education

H:Board/Budget Disapproval Resolution/ks

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
April 27, 2020**

Report 19-231

FOR FUTURE ACTION

Subject:

Agreement for the continued use of ESS Midwest (formerly PCMI/Willsub) to provide contracted services for the Athletic department for non-employee coaches, Bentley Bright Beginnings non-certified/non-Administrative staff and for special circumstances in which specialized non-union staff are needed

Recommendation:

Resolve that the Board of Education authorize the Superintendent to sign the proposed contract with ESS Midwest (formerly PCMI/Willsub) for the contract for the fiscal year 2020-21 school year.

Facts /Statistics:

The original goals of the District have continued to be met with this ongoing relationship which were primarily as follows:

- Provide a mechanism to reduce the costs associated with providing Childcare and preschool services while trying to preserve the programming
- Reduce the costs for coaches in the Athletic area while trying to preserve the programming
- Contract for non-primary educational services in order to satisfy the push from the State to contract for services
- Fees will remain unchanged from the previous year.

The contracted relationship between ESS Midwest (formerly PCMI/Willsub) for these services has been ongoing since 2011. The services have been deemed to be satisfactory during this time period and beneficial to the District in meeting the goals outlined above. Other opportunities have been reviewed since 2011 and ESS Midwest (formerly PCMI/Willsub) has continued to be determined to be the best fit for the District’s needs. All terms remain of the agreement remain unchanged however, rates will increase by .25% for the upcoming contract year which commences July 1, 2020. The Administrative fee has remained steady over the last several years and ESS has provided assurances that they have attempted to keep the increase to a minimum. Given the uncertainty of the current employment environment, it is considered prudent for the District to continue its relationship with ESS that is known and reliable partner through the last 9 years.

Motion

Seconded

Vote – Ayes

Nays

Motion



We would like to take the opportunity to thank you for being a loyal and valued client of ESS Midwest, Inc. While we have been able to hold our Administrative Fee steady over the past several years, we have found that due to increased costs, we must increase our Administrative Fee. We have made every effort to keep increases to a minimum while continuing to provide the quality of service that you expect. Please find below our proposed one-year renewal and Fee Schedule.

Pursuant to Section 2.2 of the ESS Midwest, Inc. Agreement for Human Resource Staffing Services, ESS Midwest, Inc. is pleased to offer Owosso Public Schools (“District”) a one-year extension of the Agreement between the District and ESS Midwest, originally effective from July 1, 2019 through June 30, 2020 (“Agreement”). By signing below, ESS Midwest and the District hereby agree to extend the Agreement, in all respects, for one year, from July 1, 2020 through June 30, 2021.

Position Title or Service	Start Date	Type of Employment	Current Administrative Fee	Administrative Fee After July 1, 2020	Service End Date
Coaches	7/1/2020	Substitute	19.5%	19.75%	6/30/2021
Sea Turtles	7/1/2020	Substitute/PT	19.5%	19.75%	6/30/2021
Bright Beginnings	7/1/2020	Substitute/PT	19.5%	19.75%	6/30/2021

Owosso Public Schools

ESS Midwest, Inc.

By: _____

By: _____

Title: _____

Title: Executive V.P., ESS Midwest, Inc.

Date: _____

Date: _____

OWOSSO PUBLIC SCHOOLS
Board of Education
April 27, 2020
Report 19-232

FOR INFORMATION

Subject:
Personnel Update

Resignations

Kelly Snyder, 52-week Pupil Count Secretary at Owosso High School has submitted her letter of resignation effective March 26, 2020.

Retirements

Marie Anderson, Title I Teacher at Emerson Elementary has submitted her letter of retirement effective at the conclusion of the school year after 33 years of service with the District.

Susan Weaver, 5th Grade Teacher at Central Elementary has submitted her letter of retirement effective at the conclusion of the school year after 26 years of service with the District.

Vickie Compton, Special Education Teacher at Bryant Elementary has submitted her letter of retirement effective at the conclusion of the school year after 17 years of service with the District.

Maureen Cannon, Science Teacher at Owosso Middle School has submitted her letter of retirement effective at the conclusion of the school year after 30 years of service with the District.

Patricia Coon, Owosso Middle School Teacher has submitted her letter of retirement effective at the conclusion of the school year after 24 years of service with the District.

Cindy Knight, Owosso Middle School Secretary has submitted her letter of retirement effective April 30, 2020 after 26 years of service with the District.