

**URBANDALE COMMUNITY SCHOOL DISTRICT  
BOARD OF DIRECTORS' MEETING  
MONDAY, AUGUST 17, 2015  
BOARD MEETING – 5:30 P.M.  
URBANDALE CITY HALL – 3600 86<sup>TH</sup> STREET  
CHRIS GUNNARE, PRESIDENT**

*Our Mission: teach all/reach all*

*Our Vision: Urbandale will be a school district that brings learning to life for everyone.*

*Urbandale is a national leader in CHARACTER COUNTS!, endeavoring at all times to promote and model the principles of trustworthiness, respect, responsibility, fairness, caring and citizenship. In conducting tonight's meeting, we expect that all participants will act in a respectful manner consistent with these principles*

**AGENDA**

Urbandale City Hall – 3600 86<sup>th</sup> Street

- 5:30 I. **Call to Order and Roll Call**
- 5:32 II. **Approval of Agenda**
- 5:34 III. **Communication from the Public – School Community Relations (1001)**
- 5:45 IV. **Report of the Superintendent of Schools**
  - A. **Playground Promotion Campaign – Building & Sites (910)**
  - B. **Discussion & Approval of Contract Award for the Karen Acres Elementary Additions & Remodel – Business Procedures (814)**
  - C. **Updated Lau Plan – Education Programs (605)**
  - D. **Substitute Teacher Compensation – Personnel (423)**
- 6:45 V. **Consent Agenda Items – Business Procedures (801)**
  - A. Approval of July 13, 2015 Board Meeting Minutes
  - B. Approval of July 20, 2015 Board Meeting Minutes
  - C. Approval of Open Enrollment
  - D. Approval of Personnel Report
  - E. Agreement to Freeze Special Pay Plan with National Insurance Company
  - F. Approval of Contract with Polk County Early Childhood Iowa, United Way of Central Iowa, and UCSD  
*Preschool Programming Support for Low-Income Families*
  - G. Approval of UHS Course Title Change

- H. Approval of Financials
- I. Authorization to Pay Bills
- J. Approval of Agreement with Upper Iowa University  
*For Student Teachers and Practicum Teaching*

6:50 VI. **Report of the President**

7:00 VII. **Discussion of Other Matters**

7:10 VIII. **Adjourn**

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**AGENDA**

Urbandale City Hall – 3600 86<sup>th</sup> Street

5:30 I. **Call to Order and Roll Call**

Name	Present	Absent
Aaron Applegate	_____	_____
Graham Giles	_____	_____
Chris Gunnare	_____	_____
Kyle Kruidenier	_____	_____
Cate Newberg	_____	_____
Adam Obrecht	_____	_____
Mark Wierson	_____	_____

5:32 II. **Approval of Agenda**

BE IT RESOLVED that the Board of Directors approve the Agenda for the Board meeting being held on Monday, August 17, 2015.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

Board action:

5:34 III. **Communication from the Public – School Community Relations (1001)**

The Board of Directors encourages public input and will provide a time at the beginning of the regular monthly meeting for that purpose. Persons seeking to address the Board may contact the office of the Superintendent of Schools to be placed on the agenda, or they may request the opportunity to address the Board at the regularly scheduled monthly meeting. If several persons seek to address the Board, the President of the Board of Directors will determine how much time will be available to each speaker.

5:45 IV. **Report of the Superintendent of Schools**

A. **Playground Promotion Campaign – Building & Sites (910)**

Mr. Steve Bass, Superintendent, will share information regarding the playground promotion campaign.

B. **Discussion & Approval of Contract Award for the Karen Acres Elementary Additions & Remodel – Business Procedures (814) – *Special Report #1***

Steve Bass, Superintendent, Shelly Clifford, Chief Financial Officer, and Jim Huse, Architect with DLR Group, will share bids received and will present information from the August 12<sup>th</sup> bid opening for the project.

BE IT RESOLVED that the Board of Directors approve the contract award to the lowest bidder, Larson & Larson Construction, LLC.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

Board action:

C. **Updated Lau Plan – Education Programs (605) - *Special Report#2a & 2b***

Dr. Keri Schlueter, Coordinator of Student Services, asks that the Board approve the updated Lau Plan and the appendixes.

BE IT RESOLVED that the Board of Directors approve the updated Lau Plan and the appendixes.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

Board action:

**D. Substitute Teacher Compensation – Personnel (423)- *Special Report #3***

Mark Lane, Director of Human Resources, will present to the Board of Directors a proposal for an increase in substitute teacher compensation.

BE IT RESOLVED that the Board of Directors approve the increase.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

Board action:

6:45 **V. Consent Agenda Items – Business Procedures (801)**

Are there any consent agenda items that need to be extracted for separate consideration? If not, I will entertain a motion to approve consent agenda items A through J.

- A. Approval of July 13, 2015 Board Meeting Minutes – *Special Report#4*
- B. Approval of July 20, 2015 Board Meeting Minutes – *Special Report #5*
- C. Approval of Open Enrollment – *Special Report#6*
- D. Approval of Personnel Report – *Special Report#7*
- E. Agreement to Freeze Special Pay Plan with National Insurance Company – *Special Report#8*
- F. Approval of Contract with Polk County Early Childhood Iowa, United Way of Central Iowa, and UCSD – *Special Report #9  
Preschool Programming Support for Low-Income Families*
- G. Approval of UHS Course Title Change – *Special Report #10*
- H. Approval of Financials – *Special Report#11*
- I. Authorization to Pay Bills – *Special Report#12a & 12b*
- J. Approval of Agreement with Upper Iowa University  
*For Student Teachers and Practicum Teaching*

BE IT RESOLVED that the Board of Directors approve the consent agenda items A through J.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

Board action:

6:50 **VI. Report of the President**

7:00 VII. **Discussion of Other Matters**

7:15 VIII. **Adjourn**

BE IT RESOLVED that the Board of Directors adjourn.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

Board action:

**PROJECT EXPENSE SUMMARY**

Project Urbandale CSD  
Karen Acres Elementary School Addition and Renovation  
Project No. 11-15106-00  
Date August 7 2105  
PHASE BIDDING

**DLR Group**  
Architecture Engineering Planning Interiors  
1430 Locust Street  
Suite 200  
Des Moines, IA 50309  
o: 515/276-8097  
dlrgroup.com

Expense Item	CURRENT EXPENSE SUMMARY					Comments	
	A DD Budget Amount	B Current Budget	C Contract Amount	D Contractor	D Contract Change		C+D Total Expense
<b>SITE ACQUISITION</b>	\$ -					\$ -	
<b>Off-Site Development</b>	\$ -	\$ -	\$ -		\$ -	\$ -	none needed
<b>Construction Contract(s)</b>							
Combined Construction	\$ 3,313,510	\$ 3,433,510	\$ 3,937,000	Larson and Larson	\$ -	\$ 3,937,000	
Hazardous Material Abatement	\$ -	\$ -	\$ -		\$ -	\$ -	Separate by UCSD
New Foodservice Equipment Items	\$ -	\$ -	\$ -		\$ -	\$ -	Separate by UCSD
Alternate No. 1		\$ 75,000	\$ 37,400	Larson and Larson	\$ -	\$ 37,400	
Alternate No. 2		\$ 120,000	\$ 49,500	Larson and Larson	\$ -	\$ 49,500	
Alternate No. 3		\$ 15,000	\$ 8,475	Larson and Larson	\$ -	\$ 8,475	
Alternate No. 4		\$ 15,000	\$ 14,000	Larson and Larson	\$ -	\$ 14,000	
Alternate No. 5		\$ 40,000	\$ 25,600	Larson and Larson	\$ -	\$ 25,600	
Alternate No. 6		\$ 30,000	\$ 40,800	Larson and Larson	\$ -	\$ 40,800	
Alternate No. 7		\$ 20,000	\$ 8,600	Larson and Larson	\$ -	\$ 8,600	
Alternate No. 8		\$ 90,000	\$ 8,775	Larson and Larson	\$ -	\$ 8,775	
Alternate No. 9		\$ 20,000	\$ 10,300	Larson and Larson	\$ -	\$ 10,300	
Alternate No. 10		\$ 13,000	\$ 6,970	Larson and Larson	\$ -	\$ 6,970	
<b>SUB TOTAL</b>	\$ 3,313,510	\$ 3,871,510	\$ 4,147,420		\$ -	\$ 4,147,420	
<b>Professional Fees (A/E)</b>							
Arch/Eng -Basic Services	\$ 248,513	\$ 290,363	\$ 290,363	DLR Group	\$ -	\$ 290,363	
BIM Implementation/Field Verification	\$ 12,000	\$ 12,000	\$ 12,000	DLR Group	\$ -	\$ 12,000	
Site Storm Water Mgmt Design	\$ 8,000	\$ 8,000	\$ 8,000	DLR Group	\$ -	\$ 8,000	
PPEL Campaign Graphics Rendering	\$ 3,500	\$ 3,500	\$ 3,500	DLR Group	\$ -	\$ 3,500	
Technology Distribution and Cabling Design	\$ 5,000	\$ 5,000	\$ 5,000	DLR Group	\$ -	\$ 5,000	
<b>Professional Fees (Other)</b>							
Site Survey	\$ 10,000	\$ 10,250	\$ 10,250	Bishop Engineering	\$ -	\$ 10,250	
Geotechnical Eng Investigation	\$ 8,000	\$ 4,550	\$ 4,550	Terracon	\$ -	\$ 4,550	
Ground Source Conductivity	\$ -	\$ -	\$ -		\$ -	\$ -	not required
Construction Testing/Spcl Inspections	\$ 30,000	\$ 13,465	\$ 13,465	Terracon	\$ -	\$ 13,465	proposal
Storm Water Discharge Inspection	\$ -	\$ 4,250	\$ 4,250	Soil-Tek	\$ -	\$ 4,250	proposal
Traffic Impact Study	\$ -	\$ -	\$ -		\$ -	\$ -	not required
Mech/Elec Life Cycle Cost Analysis	\$ 8,000	\$ 8,000	\$ 8,000	TBD	\$ -	\$ 8,000	TBD
Commissioning Services	TBD	TBD	\$ -		\$ -	\$ -	
<b>Miscellaneous Expenses</b>							
Construction Document Printing	\$ 18,000	\$ 20,313	\$ 20,313		\$ -	\$ 20,313	estimated to date
Misc. Reimbursables	\$ 5,000	\$ 5,000	\$ 5,000		\$ -	\$ 5,000	estimated to date
Electric Utility Rebate	TBD	\$ (7,473)	\$ (7,473)		\$ -	\$ (7,473)	estimated to date
<b>SUB TOTAL</b>	\$ 356,013	\$ 377,218	\$ 377,218		\$ -	\$ 377,218	
<b>Budget Contingencies</b>							
Cost Escalation / Design / Planning	\$ -	\$ -	\$ -		\$ -	\$ -	
Construction Phase	\$ 165,676	\$ 171,676	\$ 171,676		\$ -	\$ 171,676	remaining
<b>TOTAL CONSTRUCTION EXPENSE</b>	\$ 3,835,199	\$ 4,420,404	\$ 4,696,314			\$ 4,696,314	
<b>FIXTURES FURNISHINGS EQUIPMENT (FFE)</b>	\$ -	\$ -	\$ -		\$ -	\$ -	
<b>TECHNOLOGY EQUIPMENT</b>	\$ -	\$ -	\$ -		\$ -	\$ -	
<b>TOTAL PROJECT EXPENSE</b>	\$ 3,835,199	\$ 4,420,404				\$ 4,696,314	

<b>KAREN ACRES ELEMENTARY SCHOOL ADDITION AND RENOVATION  URBANDALE, IOWA</b>	<b>Covenant Construction Services Waukee, IA</b>	<b>Edge Commercial Grimes, IA</b>	<b>Larson and Larson Construction Urbandale, IA</b>	<b>Pro Commercial Huxley, IA</b>
<b>BID BOND</b>	X	X	X	X
<b>BIDDER STATUS FORM</b>	X	X	X	X
<b>ADDENDUM CC-1</b>	X	X	X	X
<b>ADDENDUM CC-2</b>	X	X	X	X
<b>ADDENDUM CC-3</b>	X	X	X	X
<b>ADDENDUM CC-4</b>	X	X	X	X
<b>LUMP SUM BASE BID</b>	<b>\$4,178,015.00</b>	<b>\$4,270,000.00</b>	<b>\$3,937,000.00</b>	<b>\$4,334,900.00</b>
<b>ALTERNATE NO. CC-1:</b> Provide material and labor to add all work associated with the Kitchen area renovation, as indicated on drawings and as specified.	\$62,634.00	\$34,000.00	\$37,400.00	\$41,838.00
<b>ALTERNATE NO. CC-2:</b> Provide material and labor to add window replacement work in the original 1964 building, as indicated on drawings and as specified.	\$56,987.00	\$103,000.00	\$49,500.00	\$99,000.00
<b>ALTERNATE NO. CC-3:</b> Provide material and labor to add additional casework, as indicated on drawings and as specified.	\$11,978.00	\$11,900.00	\$8,475.00	\$8,662.00
<b>ALTERNATE NO. CC-4:</b> Provide material and labor to add bleachers in Gymnasium, as indicated on drawings and as specified.	\$14,395.00	\$15,000.00	\$14,000.00	\$14,338.00
<b>ALTERNATE NO. CC-5:</b> Provide material and labor to add reroofing work of existing multipurpose/dining roof area, as indicated on drawings and as specified.	\$26,320.00	\$27,500.00	\$25,600.00	\$92,383.00
<b>ALTERNATE NO. CC-6:</b> Provide material and labor to add removal of existing VCT flooring and replacement with LVT in Rooms A113, A114, A115, A119, A133, A140, and A160, and delete VCT-2, 3, and 4 and replace with LVT-1 and 2, in Rooms A150 and A175, as indicated on drawings and as specified.	\$44,738.00	\$41,200.00	\$40,800.00	\$28,316.00
<b>ALTERNATE NO. CC-7:</b> Provide material and labor to demo existing concrete stairs, including railings and foundations, and patch paving to match adjacent elevations and clean and patch walls behind stairs and stoops to match adjacent wall surfaces, as indicated on drawings and as specified.	\$32,014.00	\$18,500.00	\$8,600.00	\$9,095.00
<b>ALTERNATE NO. CC-8:</b> Provide material and labor to extend building automation controls to existing building areas, as indicated on drawings and as specified.	\$9,024.00	\$9,500.00	\$8,775.00	\$8,320.00
<b>ALTERNATE NO. CC-9:</b> Provide material and labor to delete Category 6 rated data horizontal cable, workstation assembly, patch panels and patch cords and substitute Category 6A rated data horizontal cable, workstation assembly, patch panels and patch cords, as indicated on drawings and as specified.	\$11,011.00	\$11,500.00	\$10,300.00	\$10,593.00
<b>ALTERNATE NO. CC-10:</b> Add additional Marker (MBD) and Tack Boards (TBD) as shown on the drawings and specified.	\$6,866.00	\$8,700.00	\$6,970.00	\$5,756.00
<b>UNIT PRICE NO. 1:</b> Provide overexcavation of soft and/or unsatisfactory soils and replacement with structural fill as required by Geotechnical Engineer according to Section 003132 "Subsurface Investigation" and Section 312213 "Overexcavation for Unsuitable Materials."	\$35.00	\$35.00	\$30.00	\$30.25
<b>UNIT PRICE NO. 2:</b> Outside the new building area, provide installation, including all material and labor, for 6-inch sanitary sewer service with an average depth of 8-10 feet according to Section 333000 "Sanitary Sewerage".	\$45.00	\$40.00	\$50.00	\$39.00
<b>UNIT PRICE NO. 3:</b> Within the existing building areas remove existing VCT flooring and prep surface to receive new LVT Flooring, in pattern indicated on Finish Floor Plan.	\$9.50	\$7.85	\$5.00	\$7.00
<b>TOTAL</b>	<b>\$4,453,982.00</b>	<b>\$4,550,800.00</b>	<b>\$4,147,420.00</b>	<b>\$4,653,201.00</b>



Architecture Engineering Planning Interiors  
1430 Locust Street, Suite 200  
Des Moines, IA, 50309  
Phone: 515-276-8097

Recorded by: Jim Huse, AIA  
Date: Tuesday, August 11, 2015

Karen Acres Elementary School Addition  
DLR Group Project No. 11-15106-00



# URBANDALE COMMUNITY SCHOOL DISTRICT

**Mr. Steve Bass, Superintendent of Schools**



***Mission: "Teaching All - Reaching All"***

***Vision: "Urbandale will be a school district  
that brings learning to life for everyone"***

## **EL (English Learner) Lau Plan and Procedure Manual**

### **Committee Members**

Keri Schlueter, Coordinator of Student Services / Equity  
Olga Barnes, Instructional Coach  
Elizabeth Crane, English Language Learner Teacher  
Marci Hammerand, High School Teacher

Maggie Peterson, English Language Learner Teacher  
Angie Sime, Elementary Teacher  
Dania Wilson, Assistant High School Principal  
Elyse Brimeyer, Elementary Principal

### **Additional Input From**

Jason Volmer, Coordinator of Special Education  
Denise Wood, Director of Quality and Continuous Improvement  
Julia Talyor, Extended Learning Program Supervisor

Karla Jones, Partnership Director  
Bill Watson, Director of Activities and Community Education

*No student enrolled in the Urbandale Community School District shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in the District's programs on the basis of race, color, creed, sex, religion, marital status (for program), ethnic background, national origin, disability, sexual orientation, gender identity, age (for employment) or socio-economic background (for program). The policy of the District shall be to provide educational programs and opportunities for students as needed on the basis of individual interests, values, abilities and potential. If you have questions please contact the district office at 11152 Aurora Ave, Urbandale, IA or call 515.457.5000. The district's Equity Coordinators are Dr. Keri Schlueter, Coordinator of Student Services, Mark Lane, Director of Human Resources and Crista Carlile, Director of Teaching and Learning.*

*Bosnian Translation - Niti jedan ucenik upisan u Urbandale Community School District ce biti iskljucen iz ucesca u, biti odbijen pogodnostima, ili se podvrgnuti diskriminaciji u programima distrikta na osnovu rase, boje kože, vjere, spola, religije, bracnog stanja, etnicke pripadnosti, nacionalnog porijekla, invalidnosti, seksualne orijentacije, rodnog identiteta, ili socio-ekonomske pozadine. Politika distrikta ce biti da osigura i omoguci obrazovne programe i mogucnosti za sve ucenike po potrebi na temelju pojedinacnih interesa, vrijednosti, sposobnosti i potencijalu. Glavni Distrikt Koordinatori su Dr. Keri Schlueter, Koordinator Servisa za Studente, Mark Lane, Direktor za Humane Resurse i Crista Carlille, Direktor za Predavanjai i Nauku.*

*Spanish Translation - No se excluirá a ningún estudiante inscrito en el Distrito Escolar de la Comunidad de Urbandale de la participación en, ni se denegará los beneficios de, ni será sujeto a la discriminación en los programas del Distrito a base de raza, color, credo, sexo, religión, estado civil, trasfondo étnico, origen nacional, discapacidad, orientación sexual, identidad de género, o trasfondo socio-económico. La política del Distrito será de proveer programas de educación y oportunidades para estudiantes en base de intereses individuales, valores, habilidades, y potencial. Glavni Distrikt Koordinatori su Dr. Keri Schlueter, Koordinator Servisa za Studente, Mark Lane, Direktor za Humane Resurse i Crista Carlille, Direktor za Predavanjai i Nauku.*

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## **Purpose**

The Urbandale Community School District's Lau Plan and Procedure Manual serves as guidance for addressing the linguistic needs of English learners (ELs) and for implementing appropriate programming designed to reduce linguistic barriers to the Core instructional program.

Federal legislation requires every school district to have a program plan in place to serve ELs. The plan must ensure that immediately upon enrollment, the EL has access to a specialized language instruction educational program (*LIEP*). The plan for meeting the linguistic needs of ELs must provide resources to support the *LIEP* and the academic achievement of ELs, using state and local funds.

The Iowa Department of Education requires that all school districts report their plan to identify and serve ELs in accordance with Title VI of the Civil Rights Act to the Department of Education. The UCSDs Lau plan is embedded in the annual C Plan submitted to the Iowa Department of Education. The district's Lau Plan ensures that there is an approved process in place for the identification of ELs, as well as a plan to begin English language development services for such students immediately upon enrollment. In addition, the UCSD's Lau Plan includes screening procedures and a plan for administering an annual assessment of the students' English language development. The plan also identifies LIEP models for ELs.

## **Philosophy and Mission**

Every instructional event is also an English learning opportunity for English learners. Based on this premise, the Urbandale Community School District's English Learner program provides specialized and specific instruction to support social and academic learning proficiency through a combination of formal English language instruction and academic support. In collaboration with students, teachers and families we strive to teach all and reach all. Therefore, our mission as EL professionals will be to collaborate to fully support English learners and their families, both academically and culturally.

## **Linguistic, Academic and Cross-Cultural Goals**

The Urbandale Community School District's English Learner program goals are:

- To assist English learners and their families in understanding and functioning within American society;
- To involve English learners' families and the community in the educational process to make education a cooperative effort between home and school;

- To support English learners' academic success in the content areas at grade appropriate level;
- To promote pride in English learners' cultural and linguistic backgrounds;
- To educate English learners to the same rigorous standards as all students in the district at grade appropriate levels;
- To accelerate academic and conversational English language acquisition/development in the areas of listening, speaking, reading and writing through formal language instruction.

## **Identification and Placement**

Chapter 280, Section 280.4, of the *Iowa Code* defines a *Limited English Proficient* student as follows: "A student's background is in a language other than English, and the student's proficiency in English is such that the probability of the student's academic success in an English-only classroom is below that of an academically successful peer with an English language background."

### Identification

The first step in identifying an English language learner is to conduct a Home Language Survey. The Urbandale Community School District uses the TransACT website [www.transact.com](http://www.transact.com) to provide the Home Language Survey to parents in their first language. Every attempt is made to provide native language interpreters to assist families with completing documents and assist with the registration process.

Other data that may be used to potentially identify a student as needing EL services include: student records, teacher interview, parent information, teacher observation, referral, student grades, or informal assessment. Parents/guardians complete the Home Language Survey of all students new to the district, including kindergartners, transfer students, refugees, migratory children, and immigrants. Information gathered from the survey becomes part of the student's permanent records and is stored in the student's cumulative file. It is also available to the student's teachers. The survey is given to the building secretaries who provide a copy of every survey to the building EL teacher. If a response on the Home Language Survey indicates a language other than English in the student's background, the building's English Learner teacher facilitates the identification process as needed, including gathering additional information by using both standardized and locally developed English language proficiency and academic skill assessments and/or conducting interviews. See Appendix A for the "Urbandale English Language Learner Parent Interview Form."

The building English Learners teacher(s) administer the complete Tennessee English Language Placement Assessment (TELEPA) to measure listening, speaking, reading, and writing levels in

English within 30 days of the beginning of school (NCLB, Sec. 3302[a]), or two weeks of the student’s enrollment, if it is after the start of school (NCLB, Sec. 3302 [d]). The TELPA is a placement test designed and based upon the full English Language Development Assessment (ELDA) battery of tests. It is designed to allow schools to place students, based on their acquisition of English language proficiency skills, into classrooms and services best suited for their current level of acquisition. The TELPA has four operational forms designed for differing levels of academic and developmental language. Thus, there is one test form for each of the following grade clusters: K-2, 3-5, 6-8 and 9-12. The TELPA results are stored in the students’ cumulative files.

Depending on the student’s age and grade level a variety of formal and informal assessment tools are used to determine a student’s literacy and math instructional levels. See tables below additional screening information, with links following.

<b>Level</b>	<b>Language Screening</b> (Administered when a language other than English is indicated on the Home Language Survey)	<b>Person Administering</b>
Elementary, Middle School, and High School	TELPA	EL teacher
<b>Level</b>	<b>Literacy Screening</b>	<b>Person Administering</b>
Elementary	Review of student records	Building Principal, Classroom teacher, and EL teacher
	FAST CBM and aReading	Classroom teacher, Reading teacher, or EL teacher
	Early Literacy Assessments	Classroom teacher, Reading teacher, or EL teacher
	Fountas and Pinnell Benchmarking	Classroom teacher, Reading teacher, or EL teacher
Middle School	Review of Student Records	Counselor/LL teacher
	FAST CBM and aReading	Classroom teacher, Reading teacher, or EL teacher
	District Quarterly Reading Assessment	Classroom teacher, Reading teacher, or EL teacher
High School	Review of Student Records	Counselor/EL teacher
	Burns and Roe Inventory	ELL teacher
	Incoming 9 <sup>th</sup> graders Read 180	Reading/Language Literature

	Reading Inventory	or EL teacher
	San Diego Quick Assessment of Reading Ability	EL Teacher
	CORE Reading Maze Comprehension Test	EL Teacher
	Reading Placement Assessments K-12 Placement Test	EL Teacher

Links to:

San Diego Quick Assessment of Reading Ability

<http://facstaff.bloomu.edu/dwalker/Documents/San%20Diego%20Quick%20Assessment.pdf>

CORE Reading Maze Comprehension Test

[http://notebook.lausd.net/pls/ptl/docs/PAGE/CA\\_LAUSD/FLDR\\_ORGANIZATIONS/FLDR\\_INSTRUCTIONAL\\_SVCS/INSTRUCTIONALSUPPORTSERVICES/LITERACY\\_LANGUAGE\\_ARTS\\_HOME/DISTRICT\\_READING\\_ELEMENTARY\\_RESOURCES/CORE%20MAZE%20TEST.PDF](http://notebook.lausd.net/pls/ptl/docs/PAGE/CA_LAUSD/FLDR_ORGANIZATIONS/FLDR_INSTRUCTIONAL_SVCS/INSTRUCTIONALSUPPORTSERVICES/LITERACY_LANGUAGE_ARTS_HOME/DISTRICT_READING_ELEMENTARY_RESOURCES/CORE%20MAZE%20TEST.PDF)

Reading Placement Assessments - K12-Placement Test

[https://eprcontent.k12.com/placement/placement/placement\\_langarts\\_2.html](https://eprcontent.k12.com/placement/placement/placement_langarts_2.html)

Level	Math Screening	Person Administering
Elementary	Review of Student Records	Building Principal/EL teacher
	Everyday Math beginning of the year assessment if student moved in during the 1 <sup>st</sup> semester. Everyday Math mid-year assessment if student moves in during 2 <sup>nd</sup> semester.	Classroom teacher/EL teacher
Middle School	Review of Student Records	Counselor/EL teacher
	District Math Assessment	EL teacher
High School	Review of Student Records	Counselor/EL teacher
	ELL Designed District Math Computation Assessment	EL teacher and UHS math teacher

### Placement and Program Design

English learners are placed at grade levels appropriate for their ages, unless there are extenuating circumstances, which will be considered on an individual basis. Best practice is that a student will be assigned to a classroom no more than two years different from his/her age peers (60.3(3)a). The classroom teacher and/or other EL teacher assess academic skills in relation to the student's grade or age level. Differentiation is practiced by all teachers during the school day to ensure that ELs learn grade-level content.

Based on the assessment results, an EL is matched with the appropriate English Language service delivery model. This initial placement is flexible and may be changed based upon classroom and English Learner teacher observations. The EL teacher determines initial placement in conjunction with the building administrator and general education teacher. No placement is considered permanent. The student's progress is monitored and evaluated frequently, and appropriate program changes are made as needed.

### Parent Notification

Parent notification is an important component of the law (NCLB, Sec. 3302). If a student's score indicates that he/she is eligible for the EL program, the EL teacher will complete the "Notification of Initial Placement in the English Language Development Program" and the "Determination of Student Eligibility" TransAct forms and send them home. If a student's score indicates that he/she is not eligible for the EL program, the EL teacher will only send home the "Determination of Student Eligibility" indicating that a LIEP is not recommended. Parent notification forms are to be sent out within 30 days of the beginning of the academic year, or within two weeks if the student enrolled after the start of the school year. The UCSD will communicate the parent notification in an understandable and uniform format, to the extent practicable using both verbal and written translations.

The EL program is a voluntary program, and if at any point the parents refuse services or choose to withdraw their student from the program, the EL teacher discusses the school's recommendation of services, concerns about not receiving services, and the potential outcomes of the decision with the parent. If the parent proceeds with waiving services, the parent must sign a TransAct "Waiver / Refusal of English as a Second Language / Bilingual Program". This signed form is kept in the student's cumulative folder.

The EL teacher communicates with the general education teacher regarding a plan to provide support to ensure mastery of English and academic achievement for any EL who has waived services. This communication will include the student's current level of proficiency, as well as appropriate strategies the general education teacher may use to differentiate instruction. All students who qualified for EL services, including the students who waived those services, will continue to be monitored and take the ELPA21 assessment annually until they reach English language proficiency and meet state exit criteria.

## Description of LIEP

### LIEP (Language Instruction Education Program) Goals

The Urbandale Community School District collects and analyzes specific district-level data in order to measure the goals identified on page 3 of this Lau Plan. The 6 goals address the academic, linguistic, and cross-cultural needs of English Learners.

#### Academic:

- 60% of 3<sup>rd</sup>-11<sup>th</sup> grade UCSD EL students will be proficient or advanced in Reading as measured by the Iowa Assessments in the 2015-2016 school year.
- 66.6% of 3<sup>rd</sup>-11<sup>th</sup> grade students will be proficient or advanced in Math as measured by Iowa Assessments in the 2015-2016 school year.

#### Linguistic:

- 100% of EL students who took the Language Proficiency Assessment in 2015 and 2016 will show improvement in their language proficiency level.

#### Cross Cultural:

- 100% of EL students will have a parent attend fall and spring conferences.

### Description of LIEP Models

The Urbandale Community School District offers the following Language Instruction Educational Programs (LIEP).

<b>Program Design</b>	<b>Elementary</b>	<b>Middle School</b>	<b>High School</b>
Sheltered Instruction		<b>X</b>	<b>X</b>
Newcomer Program	<b>X</b>	<b>X</b>	<b>X</b>
English as a Second Language (ESL)	<b>X</b>	<b>X</b>	<b>X</b>

#### Sheltered Instruction

An instructional approach used to make academic instruction in English understandable to ELs. In the sheltered classroom, teachers use physical activities, visual aids, and the environment to teach vocabulary for concept development in mathematics, science, social studies, and other subjects.

#### Newcomer Program

Newcomer programs are separate, relatively self-contained educational interventions designed to meet the academic and transitional needs of newly arrived immigrants; typically, students attend these programs before they enter more traditional programs (e.g., English Language Development programs or mainstream classrooms with supplemental ESL instruction).



### English as a Second Language (ESL)

A program of techniques, methodology, and special curriculum designed to teach ELs English language skills, which may include listening, speaking, reading, writing, study skills, content vocabulary, and cultural orientation. Further, ESL instruction is usually in English with little use of native language.

ESL may occur in the following ways:

**Co-teaching:** a service delivery model in which an ELL teacher and a classroom teacher share responsibility for teaching some or all the students assigned to a classroom. Teachers share the responsibility for planning, instructing, and evaluating students.

**Pull-Out:** a service delivery model in which English Language Learners are “pulled out” of regular, mainstream classrooms for specialized instruction in English.

**Push-In:** a service delivery model in which direct support is provided by an ELL teacher that goes into the regular classroom to periodically support small groups or individual students in areas of need.

**Resource Assistance:** a service delivery model in which ELLs receive additional time and instructional support from an ELL teacher for their core academic courses. Examples of instructional support may include, but is not limited to re-teaching, tutoring, pre-teaching, providing access to academic content through read a-louds, providing access to technology, and/or small group/individual assistance.

**Tutor/Native Language Support:** this service emphasizes the development of academic language through content-based instruction and support for curricular course work in the students’ native language.

Based on the results of the screening and/or assessment determination is made as to the level of support the student needs in the EL program. Students who are shown to be in preproduction, early-production, speech emergence, intermediate or advanced fluency in English skills are placed into appropriate levels of programming and provided supports to assist in their continued acquisition of English and access to the district core curriculum. See “Urbandale English Language Learner Service Descriptors” (Appendix B) for additional information.

Parents will be notified annually of their student’s continuing eligibility and level of services. The EL teacher will complete the “Notification of Continuing Placement in the English Language Development Program” TransAct form. Parent notification forms are to be sent out within 30 days of the beginning of the academic year, or within two weeks if the student enrolled after the start of the school year. The UCSD will communicate the parent notification in an understandable and uniform format, to the extent practicable using both verbal and written translations. A copy of

this form is kept in the individual student's EL classroom file.

As described in the Placement section, the EL program is a voluntary program. If at any point the parents refuse services or choose to withdraw their student from the program, the EL teacher discusses the school's recommendation of services, concerns about not receiving services, and the potential outcomes of the decision with the parent. If the parent proceeds with waiving services, the parent must sign a TransAct "Waiver / Refusal of English as a Second Language / Bilingual Program". This signed form is kept in the student's cumulative folder.

The EL teacher communicates with the general education teacher regarding a plan to provide support to ensure mastery of English and academic achievement for any EL who has waived services. This communication will include the student's current level of proficiency, as well as appropriate strategies the general education teacher may use to differentiate instruction. All students who qualified for EL services, including the students who waived those services, will continue to be monitored and take the ELPA21 assessment annually until they reach English language proficiency and meet state exit criteria.

## **Staffing**

In order to ensure the best educational opportunities for ELs in the Urbandale Community School District, the district has appointed the Coordinator of Student Services, along with the building principals to be responsible for the Language Instruction Educational Program. The Coordinator of Student Services is in charge of the oversight of the LIEP. Currently, the Coordinator is Dr. Keri Schlueter. The district employs highly qualified classroom and EL teachers as licensed by the Iowa Department of Education. EL teachers hold an ESL endorsement and classroom teachers are licensed in the content area for which they are teaching. Bilingual associates fluent in English as well as Bosnian, Spanish, Nuer, Arabic and Dinka are also hired by the district. For other languages the district hires services on an as needed basis.

### EL Teacher Responsibilities

- Assess ELs to determine the eligibility, placement, on-going services and/or exit from the program.
- Monitor ELs for two years after their exit date.
- Provide formal language instruction (speaking, listening, reading, and writing).
- Promote pride in English language learners' cultural and linguistic backgrounds.
- Support ELs' academic learning in content areas.
- Collaborate and coordinate instruction and student needs with building administrators, counselors and mainstream teachers.
- Maintain a student roster and send information to the Coordinator of Student Services.

- Assist in determining if an EL is entitled to other programs and/or services within the school (i.e. Extended Learning Program, Special Education, Title 1, At-Risk).
- Involve the ELs' families and the community in the educational process.
- Provide administrators, classroom teachers and EL associates professional development in the area of English language learning through one-on-one information updates, co-teaching, emails, and building and district level professional development opportunities.

#### English Language Learner Bilingual Associate Responsibilities

- Provide language interpretation and translation.
- Assist in involving the ELs' families and the community in the educational process.
- Act as a liaison between home and school.
- Assist school personnel to understand cultural/behavioral issues.
- Collaborate with the other staff to ensure the academic success of ELs.
- Assist in providing formal language instruction (speaking, listening, reading, writing, and comprehension).
- Promote pride in ELs' cultural and linguistic backgrounds.
- Assist in providing support for ELs' academic learning in content areas.
- Participate in professional development as it pertains to ELs.

#### Classroom Teacher's Responsibilities

- Educate ELs to the same rigorous standards as all students in the district.
- Provide ELs with appropriate accommodations.
- Collaborate with EL teacher for delivery of services through professional learning communities (PLCs), joint planning, reverse collaboration, literacy meetings, and/or common planning.
- Promote pride in ELs' cultural and linguistic backgrounds.
- Assist in determining if an EL is entitled to services within the school (i.e. ESL, Talented and Gifted, Special Education, Title 1 or At-Risk).
- Involve the ELs' families and the community in the educational process.
- Participate in professional development as it pertains to ELs.

The district will develop, implement, and review on an annual basis, a staffing plan designed to effectively carry out the district's EL program. The plan will consider:

- The number of students anticipated to be eligible for EL program in the upcoming year, and estimated enrollment thereafter.
- The student-to-teacher ratio for LIEP, taking into consideration the expected levels of services needed, in accordance with accepted educational practice.

#### Recommended LIEP teacher-to-student ratios:

High School, 1 teacher; up to 70 student contact points

Middle School, 1 teacher; up to 60 student contact points

Elementary School, 1 teacher; up to 50 student contact point.

Contact points will be determined using the following formula:

Pre-Production, Early Production or Beginning Fluency = 2 contact points

Intermediate Fluency = 1 contact point

Advanced Fluency = 1 or .5 contact point

Waiver = 0 contact point

Exited = 0 contact point

**For every period/class an ELL teacher co-teaches, an additional 5 contact points are added to the teacher's total contact points.**

Recommended ELL program bilingual associate to student ratios:

District wide, 1 Associate; up to 70 students

### **Access to the Iowa Core and English Language Proficiency Standards**

The program for English Learners in the Urbandale Community School District is an avenue of access to the Iowa Core Curriculum. EL students are required to meet the same rigorous standards and benchmarks as Urbandale Community School District students. Therefore, there is not a separate EL curriculum in the Urbandale Community School District; however, there are specialized materials and strategies that will assist ELs in meeting Iowa Core Standards. Current theory in the teaching and learning of English as an additional language stresses the need for students to learn content and language at the same time. This will enable them to maximize their opportunity to be successful in all-English classrooms with their English-speaking peers.

To ensure that ELs have access to the Iowa Core Curriculum, all ELs spend significant time in the general education classroom. EL teachers and content area teachers collaborate the planning of instruction through PLCs, meetings during planning time or before/after student hours, and via email. The frequency of collaboration varies depending on the purpose, the level of student language acquisition, and the number of years the two teachers have planned together. Two teachers co-teaching may plan together daily, while two teachers who just need to tweak or adjust a unit they've used before may only need to meet at the start or midway through the unit. Additionally, the Urbandale Community School District provides professional development to both EL and classroom/content teachers centered around content instruction and cultural awareness. For examples of instructional and assessment strategies see Appendix C "Instructional and Assessment Strategies of English Language Learners".

In addition to modifying the core curricular materials for instruction, teachers also have access to

some supplemental materials. Examples of these materials include

Lively, Teresa, August, Diane, Carlo, Maria, and Snow, Catherine. *Vocabulary Improvement Program for English Language Learners and Their Classmates*. Paul H. Brookes Publishing Co., 2003.

Ebbers, Susan. *Vocabulary Through Morphemes, Suffixes, Prefixes, and Roots for Intermediate Grades*. Voyager Sopris Learning, 2011.

Archer, Anita. *Rewards Program, Secondary*. Voyager Sopris Learning, 2014

Marchand-Martella, Nancy and Nelson, J. Ron. *The Multiple Meaning Vocabulary Program Level 11*. Voyager Sopris Learning, 2005.

Reading A-Z online program

*Science English Explorers and Differentiated Instruction Science Theme Sets*, Benchmark Education Company, middle level

*Access Newcomers Program*, Houghton Mifflin Harcourt

*Access American History*, Houghton Mifflin Harcourt

*Access Science*, Houghton Mifflin Harcourt

Additionally, teachers create materials that will support the learning of their students.

Core materials are reviewed during a regular curriculum cycle. As materials are being selected, they are evaluated for use with English learners. Additional support materials that come with programs or books are purchased to support English learners with the core. For instance, our new elementary reading program offered EL readers, which we purchased. Combined with the other leveled readers, these readers give the teachers many opportunities to provide all students with the appropriate level of reading material, while engaging everyone in the rich concepts of the text.

Supplemental materials are chosen based on an identified need of individual learners. Using pretest or baseline data, materials are selected or created to address gaps students have. Materials can change year to year. As students progress, they need more complex or mature materials. Materials that have been accumulated may be used for newer students if they match their needs. Other supplemental materials may be selected to enhance the core materials, making them more understandable.

During the 2015-16 school year, the EL teachers will receive training on the English Language Proficiency (ELP) Standards. As they become better acquainted with the standards, professional development for other district personnel (administrators, core teachers, bilingual associates) will be planned. Previously, the Urbandale Community School District had adopted the 2006 TESOL Pre-K-12 English Language Proficiency Standards.

## **Access to Co-curricular and Extracurricular Programs**

### Identification of English Learners Who Are Gifted

Urbandale Community School District has created an identification plan for the Extended Learning Program that considers multiple sources of information including student test data, student work samples, student work habits, student inventories, teacher inventories, parent inventories, peer interactions, the CoGat, and Kingore Observation Inventory. The information collected for each child is examined by the District ELP Identification Committee. This committee is comprised of representatives from the elementary schools, middle school and high school, including a special education teacher, EL teacher, guidance counselor and administrator. The District ELP identification committee is able to use any information gathered on each student to determine if a student needs to have a Personal Education Plan for Talented and Gifted services developed.

Students are eligible for identification at any point during their K-12 educational career in Urbandale. The committee meets two times a year to look at recommendations (Oct. and May). The identification process can be initiated by any teacher or administrator in the district, a parent/guardian, or the student themselves by contacting the building ELP teacher. Completed assessments are kept in the student's cumulative folder.

Additional data to consider when evaluating an EL student: IELDA/ ELPA21, TELPA, prior academic performance in another language, ability to speak multiple languages, rapid acquisition of a second language, high ability shown in mathematics, mature sense of diverse cultures and languages, code switches easily (can think in both languages), demonstrates an advanced awareness of American expressions, translates at an advanced level, and navigates appropriate behaviors successfully within both cultures.

When a student exhibits a need for ELP services the committee also provides the building ELP teacher with recommendations for services. The ELP teacher may collaborate with the EL teacher or student's general education teacher to determine appropriate instruction.

### Identification of English Learners Who Are Entitled to Special Education Services

Limited English proficiency is not a disability. ELs should not be placed in a special education program unless exceptionality is well documented (including assessment of a student's native language skills). To assist in determining the appropriateness of a referral to special education, the district's established supplemental and targeted interventions will be followed, independent of the EL identification. The process documents approaches utilized to provide positive supports for a student's learning.

Eligibility teams will follow the Iowa Eligibility Criteria and process, which includes examining relevant information through the Review, Interview, Observation and Test (RIOT) method to rule out whether a child's performance difficulties are primarily the result of a lack of English language skills. Completed assessments are kept in the student's cumulative folder.

When the family's primary language is not English, every attempt will be made to secure a trained interpreter who is proficient in the family's language to explain the process and conduct interviews with the family. For children whose primary language is not English, communication deficits only constitute a disability if the communication problem is present in both English and the individual's primary language. During the eligibility decision-making process, the evaluation team must rule out language and acculturation as the primary reason for performance deficits. An assessment of the individual's English language proficiency is needed in order to develop appropriate interventions or evaluate the individual's response to interventions and to make eligibility decisions. An EL teacher will be a member of the team to help differentiate between language acquisition and disability characteristics.

#### Identification / Participation in Other District Programs

The process for identifying and serving ELs in other district programming occur through our PLCs and building data analysis process. Lack of proficiency with the English language does not prevent a student from accessing other district support, such as at-risk programming or supplemental reading instruction. Likewise, our advanced placement courses are open to all students.

The focus of Urbandale Activities has been to meet the mission of the District: Teaching All – Reaching All. Through activities, students are provided with different educational opportunities than in the classroom and these activities are open to all students. The Urbandale Activities Program consists of athletic and performing arts programs for students in grades 7-12. Students are first exposed to these programs through visits to elementary schools and youth camps and clinics, open to all students. These programs are expanded in 7th grade and are open to any student. Students are made aware of these programs through music and physical education programs at the middle school and through announcements both in school and online. Coaches, teachers, staff, and administrators at all levels encourage students to become involved and work directly with the Activities Department to ensure the individual needs of each student are met to ensure that they can participate.

#### Identification of ELs Attending Private Schools

The UCSD will provide English language services to English Learners attending Des Moines Christian School. The following procedures have been collaboratively developed through a meaningful conversation by the Urbandale Community School District (UCSD) and Des Moines Christian School to ensure timely and equitable EL services to EL students attending private schools located within the UCSD attendance boundaries.

1. Identifying ELs - All families enrolling children in private schools will complete a Home Language Survey. If a response on the Home Language Survey indicates a language other than English in the student's background, the private school will make the initial contact with the student's parent and explain the process of EL identification, placement, services and yearly assessment. Once that has been done, the private school will contact the UCSD Coordinator of Student Services to begin the process of identification and placement.
  - a. The UCSD Coordinator of Student Services will contact the appropriate UCSD building principal and EL teacher(s).
  - b. The UCSD building principal or EL teacher will make contact with the private school to make arrangements to facilitate the identification process in the same manner as EL students enrolled in the UCSD. Note - the UCSD will go to the private school to complete the steps necessary to determine if the student is eligible for EL services.
2. Services - If the student qualifies for EL services the UCSD and the private school will collaborate to provide comparable services provided to UCSD EL students as described in the UCSD Lau Plan. These services will be provided at the student's public neighborhood school building within the UCSD boundaries. Transportation will be provided by the UCSD in the same manner as provided for private school students receiving special education services at UCSD. The UCSD building principal will make the transportation arrangements.
  - a. The private school will assist the parents of the identified EL student(s) to complete the UCSD register paperwork. The registration paperwork will be sent to the UCSD Coordinator of Student Services.
  - b. The UCSD's Student Data Manager will input the EL student data in Power School as a shared student so that EL services can be provided.
  - c. EL teachers will send a New Student Information form, Appendix I, to the Coordinator of Student Services Administrative Assistant as stated in the UCSD Lau Plan.
3. Yearly English Language Development Assessments - The UCSD EL teacher(s) will consult with the private schools to assess and share the results according to the UCSD Lau Plan and collaboratively with the private school to meet the needs of the EL student(s).
4. Waived Students – If a parent requests to waive EL services, the UCSD EL teacher and the private school will meet with the parent to discuss the pros and cons of waiving EL services. At this meeting or anytime after, if the parent wants to waive EL services the UCSD EL teacher will complete the TransAct “Waiver / Refusal of English as a Second Language / Bilingual Program” following the procedures as written in the UCSD EL Lau Plan.
  - a. The Iowa Department of Education considers a student waiving EL services to be an EL student until the student meets the state EL exit criteria and has been exited



from the UCSD EL program. Therefore, a waived student needs to be registered as a “shared” EL student with the UCSD and will continue to be administered the yearly ELPA21 until the student exits the UCSD EL program.

- b. The private school will be responsible for notifying the UCSD’s Coordinator of Student Services of all EL students (both those being served and waived students) enrollment statuses and also for administering to the EL students waiving services the yearly ELPA21. The UCSD will be responsible to notify the private school of the Iowa Department of Education’s required ELPA21 training for test administration. The UCSD will also be responsible for ordering the private school ELPA21 assessment materials when they place the order for their students.

St. Pius X School will serve their own ELs. However, the St. Pius X EL teacher(s) will be invited to UCSD EL trainings and will be included in emails regarding policies and regulations. Additionally, UCSD will supply TELPA materials to St. Pius X for the 2015-16 school year. This arrangement was collaboratively developed through a meaningful conversation by the Urbandale Community School District (UCSD), and the St. Pius X School to ensure timely and equitable EL services to EL students attending private schools located within the UCSD attendance boundaries.

## **Professional Development**

In keeping with the Iowa Professional Development Model, English Learner specific professional development will be conducted by the EL teachers twice during the school year for all teachers and administrators at the High School building. At the elementary and middle levels, ongoing professional development will be imbedded in the PLC and data analysis process. The professional development will concentrate on the areas of instructional techniques, modifications for ELs and cultural awareness as determined by the current needs of the building. The Coordinator of Student Services will maintain a record of professional development activities.

As part of the district’s new teacher mentoring program, teachers new to the profession will participate in an additional professional development specific to English Learners. Instructional Coaches will also receive additional professional development specific to their roles in assisting and modeling for teachers.

During the 2015-16 school year, the EL teachers will receive training on the English Language Proficiency (ELP) Standards. As they become better acquainted with the standards, professional development for other district personnel (administrators, core teachers, bilingual associates) will be planned.

English Learner teachers, as well as classroom teachers and administrators, are encouraged to

participate in EL specific professional development offered through Title III funds. Examples of these professional development opportunities include, but are not limited to:

- The annual Iowa Culture and Language Conference
- Our Kids Summer Institute
- Workshops offered through Heartland Area Education Agency

## **English Language Development Assessment**

EL teachers annually complete the online training provided by the Iowa Department of Education for both the Tennessee English Language Placement Assessment (TELEPA) and the English Language Proficiency Assessment for the 21<sup>st</sup> Century (ELPA21) prior to administering these assessments to students. EL teachers submit their certificate of completion to the Coordinator of Student Services annually.

ELPA21 is administered every year starting the first week of March as is stated on the UCSD district-wide assessment calendar. ELPA21 is administered to every student who has been identified as an English learner (including those students whose parents have waived services). Upon receiving the results of the ELPA21, the EL teachers will participate in training to interpret ELPA21 results. These results will be used to guide instruction and programming.

The results of ELPA21 are shared with:

- Students - The EL teachers discuss individual ELPA21 results with the students.
- Parents - The school district sends home individual ELPA21 results.
- Classroom/content area teachers - The EL teachers discuss individual ELPA21 results with teachers. Based on these results, the EL teachers make recommendations regarding student placement, accommodations, and instructional strategies that would benefit the learner.
- School Board - The Coordinator of Student Services presents a yearly update. This update includes ELPA21 results along with staffing recommendations.
- Community - Results are posted on the district website.

## **Assessment and Grading**

The Urbandale Community School District recognizes that assessing the academic growth of English learners can be challenging. An English learner may have grasped the content or concept of a lesson, but may be unable to articulate this comprehension using the English language and/or conventional testing methods. Therefore, teachers must design assessments that focus on content understanding, and not on the English learner's ability to use the English language. To

accomplish this goal, teachers may design alternative forms of assessment that allow the student to demonstrate his/her knowledge in a manner that deemphasizes the role of English language use. Teachers must differentiate assessments according to the language proficiency level of the student. For example, with content area questions, a teacher would not deduct or penalize an English learner for lack of mastery of written conventions. An English learner could also be allowed to demonstrate knowledge by using pictures, by making use of translators and/or English Language teachers to provide language assistance, or use his/her native language to respond to test questions. Additional assessment strategies are found in Appendix C “Instructional and Assessment Strategies of English Language Learners”.

In accordance with *No Child Left Behind* legislation, teachers need to hold English learners to the same rigorous standards as all students in the district, instead of “watering down” the curriculum. Compliance with this mandate requires teachers to modify the way instruction is delivered and to adapt reading materials they use in order to make the content accessible to English learners.

In keeping with the *No Child Left Behind* legislation, English learners participate in district wide assessments for the same reasons as do all other Urbandale Community School District students: to obtain achievement information for making instructional decisions, and to monitor students’ year-to-year progress in each of several curricular areas. However, *No Child Left Behind* provides for some flexibility for the participation of English language learners in state assessments. Students who have attended U.S. schools for 12 months or less can be exempted from the reading/language arts portions of the Iowa Assessments, all other ELs are required to complete the Iowa Assessments. English language learners may also qualify for certain accommodations on other tests, depending on their levels of English proficiency and on the specific content that is being assessed by a particular test. The intent of the accommodations is to minimize the effect of an EL student’s limited English language proficiency on the student’s test results. See Appendix D for “Iowa Guidelines for K-12 ELL Participation in District Wide Assessments”. Accommodations used on standardized and district-wide assessments should be the same ones that are used for the English language learner’s day-to-day instruction and classroom assessments.

### **LIEP Exit Criteria**

ELs achieving proficiency in English speaking, listening, reading and writing at a level commensurate with their grade and/or age peers are transitioned into the mainstream classroom and exited from LIEP (60.3(3)b4).

The overall objective of the EL program is for students to be able to take challenging content-level academic courses and be as successful as English-speaking students. When students are able to be successful without any EL support at all and have met the state exit criteria, they are exited

from the EL program. Specific exit criteria are:

- Score of English proficient on the ELPA21
- Scores proficient on district-wide and state-wide assessments in reading and math
- Meets both of the above criteria in the same school year

Exit Data

<b>Grade</b>	<b>Primary Reading</b>	<b>Additional Reading</b>	<b>Primary Math</b>	<b>Additional Math</b>
K-2	FAST	Benchmarking	EOY Math Assessments	Classroom Assessments
3-11	IA Assessment	District Assessments	IA Assessment	District Assessments
12	Compass	ACT	Compass	ACT

Appendix E is used in this process. The completed Appendix E is sent to the Student Services Administrative Assistant, who then changes the student’s code to exited.

When students are exited from the EL program, the EL teacher completes a TransACT “English Language Development Program Exit Letter”. The letter is sent home to parents and a copy is placed into the student’s cumulative folder.

**Monitoring Procedures**

After students are exited from the EL program, they are monitored for two years to verify sustained academic progress. Data will be collected on elementary students every trimester. Data for grade 1-2 students include FAST scores, classroom and EOY math assessments, and daily work. Data for grade 3-5 students include FAST scores, classroom and EOY assessments, daily work, and IA Assessment scores. Data for secondary students is collected every semester. Data for grades 6-8 include literacy and math grades and IA Assessment scores. Data for 9-12 grades include core class grades and IA Assessment scores.

Each monitored student is assigned to an EL teacher who monitors and records his/her academic progress on the district monitoring spreadsheet. The Coordinator of Student Services, Dr. Keri Schlueter, is responsible for assuring that the monitoring is taking place. She also assures that the monitoring date and decision are recorded in the student management system, along with the individual teacher’s Iowa Department of Education folder number that monitored the student.

Although there are formal checkpoints for data collection, concern about a student’s progress can be brought to the building problem solving team at any time. (i.e. building assistance team (BAT), the student assistance team (SAT), student study team (SST)). The building team reviews the student’s data and makes a remediation plan to address the concern. If the plan does not prove to

be effective, the team must determine whether to adjust the plan or must determine if the issue is a language barrier, which results in re-entry into the EL program.

An EL teacher and the student's parent must be included as part of a problem solving team making a decision regarding re-entry. If a re-entry occurs, a note should be added to the exit letter in the cum folder stating that the student has re-entered, along with the date of the re-entry and a parent signature.

## **Program Evaluation**

On-going evaluation of the English Language Learner program is essential, providing valuable information for decision making, which will lead to improved instructional services to our English Language Learners. Through the use of quality tools and the "English Language Learner District Self-Study Guide", <https://www.educateiowa.gov/sites/files/ed/documents/ELHandbook-May2013-AppendixG.pdf>, the district's EL staff will follow the Quality Continual Improvement (QCI) model to evaluate and improve the EL services. Data will be shared yearly with students, parents, teachers, community members, administrators and the UCSD school board.

The following data will be collected, analyzed, and shared as part of the annual Plan, Do Study, Act (PDSA) cycle:

- Student enrollment
- Percentage of ELs parents attending Parent/Teacher Conferences
- Number of translated documents
- EL dropout rates
- AMAO
  - Progress in English Language Acquisition
  - Attaining or reaching English proficiency
  - Making adequate yearly progress on Iowa Assessment

AMAOs are targets that have been established by the state in compliance with NCLB mandates to measure the effectiveness of language instruction educational programs.

The results of language and achievement testing will be reviewed by the district administrators and EL teachers, and then presented to district's staff at each building. This data is used with staff at each building to help make instructional changes in both the Core Classes and in the Language Instruction Education Program, which will increase the likelihood that students' achievement will improve. If the Urbandale Community School District students fail to make progress in meeting the state's target for AMAO, the district will:

- Year 1 - Work with the Heartland Area Education Agency (AEA) to notify parents of ELLs about the school's failure within 30 days of the district's notification by sending home a letter.
- Year 2 - Work with the Heartland AEA to notify parents, write and implement a Corrective Action Plan (CAP).
- Year 3 - Work with the Heartland AEA to notify parents, review, revisit, and update CAP.
- Year 4 - Work with the Heartland AEA to notify parents, write and implement CAP with the support/involvement of the Department of Education.



## Urbandale English Language Learner Parent Interview Form

Date \_\_\_\_\_

Person Contacted \_\_\_\_\_

Relationship to the Child \_\_\_\_\_

Parent/Guardian's Name \_\_\_\_\_

Guardian's Native Language \_\_\_\_\_

Parent/Guardian's Name \_\_\_\_\_

Guardian's Native Language \_\_\_\_\_

Country of Origin \_\_\_\_\_

Student's Name \_\_\_\_\_

Grade \_\_\_\_\_

Classroom Teacher \_\_\_\_\_

Has your child been in contact with a language other than English?  yes  no

Please explain. \_\_\_\_\_

1. Do the adults in the home feel comfortable speaking American English?  yes  no
2. Do the adults in the home or daycare speak to the child in their native language?  yes  no
3. When the adults speak to the child in the native language does the child respond in that language?  
 yes  no
4. When the adults speak to the child in English does the child respond in English?  yes  no
5. Do the adults speak to each other in the native language when the children are present?  
 yes  no
6. Does your child use their native language when playing with others?  yes  no
7. How long has your child spoken English? \_\_\_\_\_ (number of years)
8. What level of education do you have and where was it completed? \_\_\_\_\_
9. What is your current occupation? \_\_\_\_\_ Prior to coming to the U.S. what was your occupation?  
\_\_\_\_\_
10. High school only: Does your child currently work?  yes  no  
Where? \_\_\_\_\_ How many hours? \_\_\_\_\_

Form completed by: \_\_\_\_\_



# Urbandale English Language Learner Service Descriptors

	Student ESL Status In Program (PS-1)		Student ESL Status Exited (PS-4)	Student ESL Status Waiver (PS-2)
<b>English Language Proficiency Level</b>	<p>Beginning English Speaker English Language Assessment</p> <ul style="list-style-type: none"> <li>• TELPA               <ul style="list-style-type: none"> <li>o Proficiency Level 1</li> </ul> </li> <li>• Iowa – ELDA               <ul style="list-style-type: none"> <li>o Proficiency Levels 1 &amp; 2</li> </ul> </li> </ul>	<p>Intermediate English Speaker English Language Assessment</p> <ul style="list-style-type: none"> <li>• TELPA               <ul style="list-style-type: none"> <li>o Proficiency Levels 1-2</li> </ul> </li> <li>• Iowa – ELDA               <ul style="list-style-type: none"> <li>o Proficiency Levels 3 &amp; 4</li> </ul> </li> </ul>	<p>Advanced English Speaker English Language Assessment</p> <ul style="list-style-type: none"> <li>• TELPA               <ul style="list-style-type: none"> <li>o Proficiency Level 2</li> </ul> </li> <li>• Iowa – ELDA               <ul style="list-style-type: none"> <li>o Proficiency Levels 5 &amp; 6</li> </ul> </li> </ul>	<p>Beginning to Advanced English Speaker English Language Assessment</p> <ul style="list-style-type: none"> <li>• TELPA               <ul style="list-style-type: none"> <li>o Proficiency Levels 1-2</li> </ul> </li> <li>• Iowa – ELDA               <ul style="list-style-type: none"> <li>o Proficiency Levels 1-6</li> </ul> </li> </ul>
<b>Instructional Services</b>	<p>May receive /participate in:</p> <ul style="list-style-type: none"> <li>• Newcomer Program</li> <li>• Sheltered Instruction</li> <li>• English as a Second Language (pullout ESL class, ESL resource, push-in, co-teaching, content area support)</li> <li>• Differentiated General Education Instruction</li> </ul>	<p>May receive /participate in:</p> <ul style="list-style-type: none"> <li>• Sheltered Instruction</li> <li>• English as a Second Language (pullout ESL class, ESL resource, push-in, co-teaching, content area support)</li> <li>• Differentiated General Education Instruction</li> </ul>	<p>No need for LIEP.</p> <ul style="list-style-type: none"> <li>• State exit criteria has been met</li> <li>• Student is no longer classified as an English Learner</li> </ul> <p>ELPA21 (formerly Iowa-ELDA) is no longer required</p>	<p>May receive /participate in:</p> <ul style="list-style-type: none"> <li>• Differentiated General Education Instruction</li> </ul> <p>NOTE: At this stage there is flexibility for entry into LIEP at anytime.</p>
<b>General Achievement Level</b>	<p>Performance in content areas is below grade level.</p>	<p>Performance in content areas may range in levels.</p>	<p>Performance in content areas is at grade level.</p>	<p>Performance in content areas may range in levels.</p>
<b>Accommodations</b>	<p>Participation in district –wide assessments, accommodations in assessment and delivery of instruction are made on an individual basis and must be documented.</p>	<p>Participation in district –wide assessments, accommodations in assessment and delivery of instruction are made on an individual basis and must be documented.</p>	<p>Participation in district – wide assessments WITHOUT accommodations except as required by IEP or 504.</p>	<p>Participation in district –wide assessments WITHOUT accommodations except as required by IEP or 504.</p>
<b>Contact Points</b>	2	1	.5 - 1	0
<b>Time Allotment Guidelines</b>	<p>Elementary</p> <ul style="list-style-type: none"> <li>• LIEP, 6+ times per 6 day cycle</li> </ul> <p>Secondary</p> <ul style="list-style-type: none"> <li>• LIEP 2 - 3 times daily</li> </ul>	<p>Elementary</p> <ul style="list-style-type: none"> <li>• LIEP, 3-6 times per 6 day cycle</li> </ul> <p>Secondary</p> <ul style="list-style-type: none"> <li>• LIEP 1-2 times daily</li> </ul>	<p>Elementary</p> <ul style="list-style-type: none"> <li>• LIEP, 1-3 times per 6 day cycle</li> </ul> <p>Secondary</p> <ul style="list-style-type: none"> <li>• LIEP 1 times daily – every other day</li> </ul>	<p>None</p>





## English Learner – New Student Information

Should be completed for a student who was

- a) TELPA'd by UCSD
- b) new to UCSD and already identified
- c) new to UCSD and exited between 5/2014 - present (monitored)

(This form is to be sent to the Coordinator of Student Services)

Form Completed by \_\_\_\_\_ Date \_\_\_\_\_

Student Name \_\_\_\_\_ Grade \_\_\_\_\_ Building \_\_\_\_\_

---

LEP Status: \_\_\_\_\_

LEP ID Method: \_\_\_\_\_

LEP Assessment: \_\_\_\_\_ If other, describe: \_\_\_\_\_

LEP Program: \_\_\_\_\_

English Proficiency Level at time of Original Placement: \_\_\_\_\_

English Proficiency Level now (if not original placement): \_\_\_\_\_

EL Original Placement Date: \_\_\_\_\_

Staffing Contact Points: \_\_\_\_\_

---

Birth Country: \_\_\_\_\_

Date 1<sup>st</sup> Attended U.S. School: \_\_\_\_\_

Translator/Interpreter needed: \_\_\_\_\_

Home Language Survey Questions:

7. First Language: \_\_\_\_\_

8. Current Language Spoken in Home: \_\_\_\_\_

9. Language Spoken by Father: \_\_\_\_\_

10. Language Spoken by Mother: \_\_\_\_\_

---

English Language Assessment \_\_\_\_\_ Date \_\_\_\_\_

Reading \_\_\_\_\_ Writing \_\_\_\_\_ Listening \_\_\_\_\_

Speaking \_\_\_\_\_ Composite Score \_\_\_\_\_ Placement Level \_\_\_\_\_



## Instructional and Assessment Strategies of English Language Learners

**Open/Close Sort** - Student pairs are given words/phrases on individual strips of paper and asked to sort the words/phrases into appropriate categories. Categories can be provided by the teacher or generated by the student pairs. Students must explain the reasoning behind their sort.

**Numbered Heads Together** - Groups of four or more students are assigned a task and each student is given a number for this cooperative learning strategy. The teacher poses a question and calls a specific number to respond and student assigned to that number becomes the spokesperson for the group. All members are responsible for the material because the group does not know who will be asked to respond.

**CLOZE** - Students are given a paragraph with words omitted and required to fill in the gaps in order to make the passage make sense. The omitted words can be key vocabulary or removed at random.

**Word Bank** - A list of answers is given along with the questions. This is a helpful tool for students during assessment and daily work allowing students to work more independently, not worry about spelling, and use process of elimination.

**Manipulatives/Hands-on Materials** - Materials that students can hold, move, feel, put together, and take apart. This gives students a better understanding of the concepts being taught.

**Games/Kinesthetic Activities** - Giving students a chance to move around in the classroom can lead to a better understanding of the material presented. Limited and non-English speakers can follow the lead of the teacher and their peers and by participating, feel more like a part of the class.

**Realia** - Objects from real life that are used in a classroom environment can aid understanding. Objects include coins, art, tools, textiles, etc.

**Sentence Prompts/Paragraph Frame** - Write out one prompt for students to write about for a journal entry. If you are writing a paper in class it can be outlined with the first and last sentences and beginnings or ideas for other sentences already added. This allows students to know what is expected and work more independently.

**Round Robin/Roundtable** - This strategy can be used in a variety of ways. Roundtable brainstorming, reading, and writing are all easy ways to involve all students in a small group. Participation is required of all students, but help may be given by any student in the group or by the teacher.

**Bruner's Concept Attainment** - This strategy is a structured inquiry/indirect instructional method that involves students searching for and identifying attributes that can be used to distinguish examples of a given group or category from non-examples. Using this method, students learn to classify a set of objects or events into categories. Instead of just telling students



the answers, this method is used by teachers to allow students to figure out answers themselves, become more independent and analytical thinkers, and make connections between what they know and what they will be learning.

**Think-Pair-Share** - A learning strategy that is designed to enable students to formulate individual ideas, share these ideas with another student, and encourage classroom participation. In think-pair-share, the teacher poses a challenging or open-ended question and gives students a half to one minute to think about the question. Students then pair with a collaborative group member or neighbor sitting nearby and discuss their ideas about the question for several minutes. The think-pair-share structure gives all students the opportunity to discuss their ideas and construct their knowledge in these discussions. After several minutes, the instructor solicits student comments or takes a classroom "vote." The think-pair-share structure also enhances the student's oral communication skills.

**Inside Outside Circle** - This is a great kinesthetic activity that lasts about 10-15 minutes and involves all students in the processing or reviewing of new material. Students form two concentric circles containing the same number of students. Students in the inside circle face a partner standing in the outside circle. Students in the inside circle share something with their partner. Then students reverse roles and the students in the outside circle share with their partner. The inside circle rotates, students face their new partner and repeat this pattern until everyone has a firm grasp of the material.

**Learning Log/Journal** - Students can reflect on their learning by writing a reflective journal or a learning log. Reflecting on their learning and work helps them improve their understanding, reflect on what they have learned, and what they are trying to achieve. It encourages students to think about topics covered in class, take a position on issues, and think critically.

**Graphic Organizer (web, matrix, fishbone, flowchart, Venn diagram)** - Organizers are instructional tools used to illustrate written or oral statements, organize ideas, and examine relationships. Graphic organizers are helpful to average and struggling learners by helping learners arrange material in their minds.

**Symbols to Reduce Language Load** - A way of presenting information to help students acquiring English to learn successfully in content areas where symbols make language more accessible and comprehensible to them.

**Jigsaw** - A cooperative learning strategy that develops teamwork and cooperative learning skills of all students. In addition, it helps develop a depth of knowledge not possible if the students were to try and learn all of the material on their own. In its simplest form, the jigsaw strategy looks like this:

- Each student receives a portion of the materials to be introduced;
- Students leave their "home" groups and meet in "expert" groups;
- "Expert" groups discuss the material and brainstorm ways in which to present their understandings to the other members of their "home" group;
- The experts return to their "home" groups to teach their portion of the materials and to learn from the other members of their "home" group.



## **Word Wall -**

### ***Steps to Creating a Word Wall***

Identify the key vocabulary words that students need to know for a specific topic or reading assignment. Print the words in large block letters on cards for posting on a prominent (always visible) wall or bulletin board. Post the word cards as the terms are confronted in classroom discussion or reading. Regularly review the terms on the Word Wall.

### ***Assessment related to Word Wall***

Teachers assess both the process and products of learning during regular instructional times. Classroom assessments are authentic, multidimensional, collaborative, and ongoing. You might consider the following when assessing student use of the word wall in your classroom: word wall reading, portfolios of words, assessment rubrics, spelling, anecdotal records, and observations.

**Anticipation Guide** - When using prediction skills this strategy gets new or weak readers to first use predictions from book covers, book flaps, style, voice, and excerpts in order to help them anticipate the “big ideas” that will be revealed.

**Guess-the-Fib** - Teams use this cooperative structure to try and trick each other with true and false statements about what they are learning. They share with other teams and explain and correct false statements. (These should be in the form of positive statements.)

**Vocabulary Organizers** - Any method used to organize a student’s vocabulary work that promotes an in-depth understanding of a word: multiple meanings, word families, synonyms, antonyms, prefixes, suffixes, or roots.

**KWL** - A three-column chart that helps capture the before, during, and after components of reading a text selection.

**K** stands for **Know**: This is the prior knowledge activation question.

**W** stands for **Will** or **Want**: What do I think I will learn about this topic? What do I want to know about this topic?

**L** stands for **Learned**: What have I learned about this topic?

**Rubric/Checklist** - During instruction, students create and/or are given rubrics or checklists that clearly specify student behaviors sought through performance assessments. Students record their own progress for each standard they are learning: does not meet, meets, or exceeds. Students have copies of the standards they are learning and are informed about what they need to do to be able to meet and exceed standards.

**Self-Assessment/Peer Assessment** - Rubrics and checklists are used for *self/peer/and teacher assessment*. Often a common rubric can be used for tasks that reflect differentiation.

**Physical Demonstration** - To express academic concepts without speech, students can point or use other gestures. They can also be asked to perform hands-on tasks or to act out vocabulary, concepts, or events. As a comprehension check in a unit on Native Americans, for example, teachers can ask students to respond with thumbs up, thumbs down, or other nonverbal signs to true or false statements or to indicate whether the teacher has grouped illustrations (of homes, food, environment, clothing, etc.) under the correct tribe name. The teacher can use a checklist to record student responses over time.



**Pictorial Products** - To elicit content knowledge without requiring students to speak or write, teachers can ask students to produce and manipulate drawings, dioramas, models, graphs, and charts. When studying Colonial America, for example, teachers can give students a map of the colonies and labels with the names of the colonies. Students can then attempt to place the labels in the appropriate locations. This labeling activity can be used across the curriculum with diagrams, webs, and illustrations.

To culminate a unit on butterflies, teachers can ask beginning ESL students to illustrate, rather than explain, the life cycle of butterflies. Students can point to different parts of a butterfly on their own drawing or on a diagram as an assessment of vocabulary retention. Pictorial journals can be kept during the unit to record observations of the butterflies in the classroom or to illustrate comprehension of classroom material about types of butterflies, their habitats, and their characteristics.

**Modified traditional assessment:**

- bilingual dictionary allowed
- extended time
- flexible setting
- labeling & fill-ins
- modified length
- modified number of question
- open-note, open-book
- reduction of non-essential text
- word banks

**Portfolios** - used to collect samples of student work over time to track student development. The following types of materials can be included in a portfolio:

- audio and videotaped recordings of readings or oral presentations;
- writing samples such as dialogue journal entries, book reports, writing assignments (drafts or final copies), reading log entries, or other writing projects;
- art work such as pictures or drawings, and graphs and charts;
- conference or interview notes and anecdotal records;
- checklists (by teacher, peers, or student);s
- tests and quizzes.



## Iowa Guidelines for K-12 ELL Participation in District Wide Assessments


**TABLE 1. Accommodations Permissible for ELLs for Districtwide Assessments**

Direct Linguistic Support Accommodations (Presentation Accommodations)		Content Area	Administration Directions/ Requirements
Reference Materials	Provision of English/Native Language Word-to-Word Dictionary  (Accommodation D in Appendix C Flow Chart)	Allowable for all content areas <b>except</b> Reading	<p><b>Limitations:</b></p> <ul style="list-style-type: none"> <li>Allowed in all content area assessments except Reading</li> <li>Dictionaries that include pictures or full definitions are not allowed</li> <li><b>Electronic and computer translators are not allowed</b></li> <li>Should not be used for the first time during testing</li> </ul> <p><b>Administrative Considerations:</b></p> <ul style="list-style-type: none"> <li>Schools should provide each ELL with access to a paper-based commercial bilingual word-to-word dictionary, if available at the school.</li> <li>A vetted list of paper commercial word-to-word dictionaries allowable on large-scale assessments may be obtained from <a href="http://www.doe.mass.edu/mcas/participation?section=ell">http://www.doe.mass.edu/mcas/participation?section=ell</a>.</li> <li>Test in a separate area or small group with students needing the same accommodation, so that other students are not distracted</li> <li>Provide extended time to allow students appropriate time to use the dictionary</li> </ul> <p><b>Other Considerations:</b></p> <ul style="list-style-type: none"> <li>Each district should standardize the dictionaries allowable for classroom and testing purposes</li> <li>This accommodation is allowed for all subtests as the benefit outweighs the risk of compromised validity</li> <li>Accommodation should reflect like-type classroom instruction</li> </ul>
	In English or the student's native language: <ul style="list-style-type: none"> <li>provide written version of written/oral test directions</li> <li>read aloud and/or repeat written and/or oral test directions</li> <li>clarify/simplify test directions (in English only)</li> </ul> (Accommodation B in Appendix C Flow Chart)	Allowable for all content areas	<p><b>Limitations:</b></p> <ul style="list-style-type: none"> <li>Limited to test directions, NOT for test items or test questions</li> <li>Clarification/simplification may be provided in English only, not in the native language</li> </ul> <p><b>English Language Administrative Considerations:</b></p> <ul style="list-style-type: none"> <li>For written directions, students should be given ample time to read or re-read directions</li> <li>If written directions are provided in English, directions must be written verbatim from the administration manual</li> <li>Oral directions must either be verbatim or, if involving clarification or simplification, must remain close to the test direction wording. Clarifications and simplifications should not provide clues to test item answers</li> <li>With oral directions, test in a separate area or small group with students needing the same accommodation, so that other students are not distracted</li> </ul> <p><b>Native Language Administrative Considerations</b></p> <ul style="list-style-type: none"> <li>For both oral and written translation of directions, direct translation (not interpretation) from English is essential. The intended purpose of the translation is to be an accommodation rather than a modification of the directions.</li> <li>Proctors may provide a district-approved written version of the test directions in the native language to students who need this accommodation, as available. Not all districts will have the native language version of the test directions to provide for their students.</li> </ul> <p>See # 10 on translator qualifications/administration processes. <span style="float: right;">TOC</span></p>

Direct Linguistic Support Accommodations (Presentation Accommodations)		Content Area	Administration Directions/ Requirements
Test Items	Proctor reads aloud parts of tests or complete test verbatim in English  (Accommodation C in Appendix C Flow Chart)	Allowable for all content areas <b>except</b> Reading	<p><b>Limitations:</b></p> <ul style="list-style-type: none"> <li>Not Allowable for the reading subtest. Other than the directions, the reading test (passages, questions, or answers) cannot be read. Otherwise, the reading test becomes a listening test and invalidates the construct being assessed (i.e., the student's understanding of sound, form, and meaning relationships.)</li> </ul> <p><b>Administrative Considerations:</b></p> <ul style="list-style-type: none"> <li>The read aloud accommodation may be used to read aloud any writing prompts, test questions, and/or answer choices on the mathematics, science, social studies, and language subtests. It is not allowable for the reading subtest</li> <li>Readers should use even inflection so that the student does not receive any cues by the way the information is read. It is important for readers to read test items/questions and text word-for-word exactly as written. Readers may not clarify, elaborate, or provide assistance to students. Readers need to be familiar with the terminology and symbols specific to the content. This is especially important for high school mathematics and science. Graphic materials may be described, but should also be made available in print or tactile formats.</li> <li>While the ELL may not need assistance with the entire test, the ELL is allowed to request that specific words, phrases rather than having the entire test read aloud verbatim</li> <li>Student may need to be tested individually in an isolated area           <ul style="list-style-type: none"> <li>Best practices typically call for readers to be provided to students on an individual basis – not to a group of students. A student should have the option of asking a reader to slow down or repeat text. This is difficult when a person is reading to an entire group of students.</li> </ul> </li> <li>Test in a separate area or small group with students needing the same accommodation, so that other students are not distracted           <ul style="list-style-type: none"> <li>However, verbatim reading to a group of students is permitted in testing if the accommodation is provided to the student on that basis during regular ongoing instruction</li> </ul> </li> </ul> <p><b>Other Considerations:</b></p> <ul style="list-style-type: none"> <li>It is the district's decision as to whether this accommodation will be available to students based on local resources</li> <li>It is incumbent on the school to provide this accommodation, not DE.</li> <li>Accommodation should reflect like-type classroom instruction</li> </ul>
	<b>Indirect Linguistic Support Accommodations (Timing Accommodation)</b>		
Timing	Provide extended time  (Accommodation A in Appendix C Flow Chart)	Allowable for all content areas	<p><b>Limitations:</b></p> <ul style="list-style-type: none"> <li>All tests must be completed on or by the end of the test window</li> </ul> <p><b>Administration Considerations:</b></p> <ul style="list-style-type: none"> <li>Any extension of time should occur at the end of, or immediately following, the planned testing session during the scheduled test day.</li> <li>Students who use this accommodation may need a separate place to test. They will take considerably longer to finish than their peers.</li> </ul> <p style="text-align: right;">TOC</p>

Table 2. ELL Accommodations Mapped to Student ELP and Literacy Levels

Direct Linguistic Support Accommodations		ELP Levels			Content Area
		Beginning 1 & 2	Intermediate 3 & 4	Advanced 5 & 6 (not exited)	
Reference Materials	<p><b>Provision of English/Native Language Word-to-Word Dictionary</b></p> <p><b>Intent:</b> The intent of this accommodation is to provide linguistic support to students by allowing students to access precise translation of unknown words from English to their native language in a standardized manner. Students who benefit most from this accommodation are students who are able to use a translation dictionary with ease.</p>	○	●	●	Allowable for all content areas <b>except</b> Reading
Test Directions	<p><b>In English or the student's native language:</b></p> <ul style="list-style-type: none"> <li>● provide written version of written/oral test directions</li> <li>● read aloud and/or repeat written and/or oral test directions</li> <li>● read aloud and/or repeat embedded test directions</li> <li>● clarify/simplify test directions (in English only)</li> </ul> <p><b>Intent:</b> The intent of these accommodations are to provide test directions (not questions) in writing for students whose reading skills are more developed than their auditory receptive skills. This allows more time for processing language to understand expectations. When provided in the native language, these accommodations provide support to ELLs who may be unfamiliar with American testing procedures.</p>	●	○		Allowable for all content areas
Test Items	<p><b>Read aloud parts of tests or complete test verbatim in English</b></p> <p><b>Intent:</b> The intent of this accommodation is to provide linguistic support to ELLs so they can access the content of the test in order to show what they know. It lessens the linguistic load. As long as the test is not measuring reading, it does not adversely affect test validity to read prompts, test questions, and/or answer choices to the student.</p>	●	○		Allowable for all content areas <b>except</b> Reading
<b>Indirect Linguistic Support Accommodations</b>					
Timing	<p><b>Provide extended time</b></p> <p><b>Intent:</b> This accommodation reduces the linguistic load for ELL students by providing additional time to process the English language.</p>	●	●	●	content areas Allowable for all

- Highly recommended for use by ELLs at this English language proficiency level
- Recommended for use by ELLs at this English language proficiency level and certain levels of English or native language literacy development.
-  Not be appropriate for students at this ELP level; however, the accommodation may be deemed allowable as determined by the decision-making team

**TOC**

For the entire document go to:

<https://www.educateiowa.gov/sites/files/ed/documents/IowaELLguidelines01-28-2014.pdf>



# Urbandale English Language Learner Program Exit or Re-Entry Criteria

It is the desire of the Urbandale English Language Learner program to exit students from the program that demonstrate English language proficiency and are prepared to be successful in the mainstream classroom.

This form should be completed for any student who received a proficient score on the ELPA21 or may be used to re-enter a student during the 2 year monitoring phase.

**Student Name** \_\_\_\_\_

### 2015-16 Evidence

Date: \_\_\_\_\_ Grade: \_\_\_\_\_  
School: \_\_\_\_\_  
ESL Teacher: \_\_\_\_\_  
Gen. Teacher: \_\_\_\_\_

\_\_\_\_\_ ELPA21 Scores:  
Reading: \_\_\_\_\_  
Writing: \_\_\_\_\_  
Listening: \_\_\_\_\_  
Speaking: \_\_\_\_\_  
Composite: \_\_\_\_\_

\_\_\_\_\_ Core/Content Scores  
in Reading and Math  
demonstrate student is  
successful in general  
education classroom:  
\_\_\_\_\_

Comments:  
\_\_\_\_\_

\_\_\_\_\_ Reading proficiency  
equals or exceeds grade  
level: \_\_\_\_\_  
Benchmark: \_\_\_\_\_  
Iowa Assessment:  
\_\_\_\_\_

\_\_\_\_\_ Math proficiency  
equals or exceeds grade  
level: \_\_\_\_\_  
Benchmark: \_\_\_\_\_  
Iowa Assessment:  
\_\_\_\_\_

### Exit Information

Based on met criteria, this student is exited from ESL.  
Date exited: \_\_\_\_\_  
*Exits may only occur between 5/1 – 9/30. Typically, they occur at the end of a school year.*

ESL Teacher: \_\_\_\_\_  
Parent exit letter sent on:  
\_\_\_\_\_

### Need to Continue Services:

This student does not meet all the criteria and will:

\_\_\_\_\_ continue to receive ESL services

### OR

This student was re-entered based on: \_\_\_\_\_

Comments: (including point level for 2016-17)  
\_\_\_\_\_





### Request for Interpreter

(When making request return form to Student Services at the Administration Office)

Staff Making Request: \_\_\_\_\_

Date Request made: \_\_\_\_\_

Language: \_\_\_\_\_

Type of Request:

- In-Person Conference
- 3 Way Phone Conversation

Mark all that apply:

- Special Education Student
- Preschool Student

Complete Date / Time / Location for In-Person Conferences:

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_

Contacts:     ESL Teacher: \_\_\_\_\_  
                  Phone #: \_\_\_\_\_  
                  Email Address: \_\_\_\_\_  
                  School: \_\_\_\_\_  
                  School Address: \_\_\_\_\_

SE Teacher: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Classroom Teacher: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Principal: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Coordinator of Student Services: Dr. Keri Schlueter  
Phone #: 457-5004

Purpose of the meeting: \_\_\_\_\_

Student Name: \_\_\_\_\_

Parent: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Special Instructions:



## Glossary

**Accommodation:**

Adapting language (spoken or written) to make it understandable for second language learners. When assessing, accommodations may be made to the presentation, response method, setting, or timing/scheduling of the assessment.

**Co-teaching:**

A model of an ESL teacher and a classroom teacher sharing responsibility for teaching some or all the students assigned to a classroom. Teachers share the responsibilities for planning, instruction, and evaluation of students.

**Differentiated instruction:**

A way of addressing the needs of a range of learners within a classroom setting where generally, everyone is involved in working on the same concept, but some aspect of instruction is different for one or more students. Instruction can be differentiated through content, process, products, and/or pacing. Generally, differentiation uses a variety of techniques that include visuals, manipulative material, and technology.

**EL:**

English learners (ELs) are students whose first language is not English and who are in the process of learning English.

**ESL:**

English as a Second Language (ESL) is an educational approach in which English learners are instructed in the use of the English language. Their instruction is based on a special curriculum that typically involves little or no use of the native language, focuses on language but may also include content instruction and is usually taught during specific school periods. For the rest of the school day, students may be placed in mainstream classrooms, an immersion program, or a bilingual education program.

**ELPA21:**

English Language Proficiency Assessment for the 21<sup>st</sup> Century

**FEP:**

Fluent English Proficient.

**IELDA:**

Iowa English Language Development Assessment.

**Inclusion:**

A model of educating English learners in the regular classroom for all or part of the school day. An English as a Second Language teacher meets regularly with classroom teachers to provide indirect support in the form of guidance in planning lessons to include differentiated instruction, to suggest accommodations for individual English learners, and to monitor student progress. The English as a Second Language teacher can also provide direct support to English learners in the form of a push-in model or co-teaching. Inclusion assures that students have access to core curriculum and equal opportunity to participate in district programs and activities.

**Linguistics:**

The science of language, including phonetics, phonology, morphology, syntax, semantics, and pragmatics:

- Phonetics - the study of speech sounds in their physical aspects
- Phonology - the study of speech sounds in their cognitive aspects
- Morphology - the study of the formation of words
- Syntax - the study of the formation of sentences
- Semantics the study of meaning
- Pragmatics - the study of language use.

**LEP:**

Limited English proficient (LEP) is the term used by the federal government, most states and local school districts to identify those students who have insufficient English to succeed in English-only classrooms. Increasingly, English learner (EL) is used in place of LEP.

**LIEP:**

Language Instruction Education Program

**NEP:**

Non-English proficient.

**Pull-out ESL:**

A program in which English language learners are "pulled out" of regular, mainstream classrooms for specialized instruction in English as a Second Language.

**Push-in ESL:**

Push-in model is a form of direct support provided by an English as a Second Language teacher that goes into the regular classroom to periodically support small groups of students in areas of need.

**Sheltered Instruction:**

An instructional approach used to make academic instruction in English understandable to ELs. In the sheltered classroom, teachers use physical activities, visual aids, and the environment to teach vocabulary for concept development in mathematics, science, social studies, and other subjects.

## Lau Plan Checklist

Iowa Department of Education

Below you will find your Lau Plan district status. It will be important that you share this information with appropriate stakeholders and take the necessary steps (if not approved). Please note that professional learning around the Lau Plan requirements will be offered from the Iowa Department of Education as a technical assistance webinar, which will include a template to guide district planning. Please note that if your plan receives a “Not Approved” rating, your C-Plan will not be certified, and you will be required to revise your Lau Plan until it meets approval and to resubmit it for certification purposes.

### Overall Results- IDE Certified

Approved       Not Approved       Not Submitted

Team Members	Component	Approved	Not Approved
	All required Lau Plan Leadership Team* members listed and included in Lau Plan	Approved	Not Approved
		Lists members of the Lau Plan Leadership Team by positions and names	Neglects to list required Lau Plan Leadership Team members, including positions and names

I. Lau Plan Goals (See Appendix A)	Component	Approved	Not Approved
	English language development goals	Approved	Not Approved
		Addresses English language development needs for ELs	Fails to address English language development needs of ELs
	Academic achievement goals	Approved	Not Approved
		Addresses academic needs for ELs	Fails to address academic needs of

			ELs
Cross-cultural goals		Includes overarching goals for the inclusion of ELs with specific attention to multicultural backgrounds	Fails to address varying languages and cultures

II. Identification and Placement of English Learners (ELs) in a Language Instruction Education Program (LIEP)			
<b>Component</b>	<b>Approved</b>	<b>Not Approved</b>	
Home Language Survey-IA (HLS-IA) *Must be collected and filed in cumulative folder for ALL students	Uses TransAct website for HLS-IA for all students  Stores HLS-IA in the students' cumulative folders	Fails to utilize the required Home Language Survey in its entirety, and/or utilizes an alternative format, e.g. electronic  Or  Stores HLS somewhere other than student's cumulative folder	
State-approved English language proficiency placement assessment	Uses state-approved English language proficiency placement assessment (currently TELPA, with transition to ELPA21 in Fall of 2016)	Fails to use state-approved English language proficiency placement assessment (currently TELPA, with transition to ELPA21 in Fall of 2016)	
Placement of ELs in appropriate LIEP programming designed to meet their English language development needs	Describes team-based placement process of ELs into LIEP programming matching their English language development needs	Fails to describe a team-based placement process of ELs into LIEP programming  Or  Fails to describe how students' linguistic development needs are served once placed in a program	

Parental notification of eligibility following state guidelines, in language most easily understood

Lacks a plan addressing systematic and consistent parental notification in a language best understood by parents, related to placement of students in a LIEP program, the timeline, and the waiver process

Or

Lacks a plan for Parental LIEP Waiver Process that provides:

- Documentation of the meeting held to discuss recommendations, concerns, and potential outcomes with parent(s)
- Signed documentation of the parents' decision
- Fully developed district process to implement a plan provide support to ensure mastery of English and academic achievement as required by law without enrollment in the LIEP

Outlines a plan including the process, timeline, and waiver process for ELs, following state guidelines (within 30 days if identified at beginning of year, or within two weeks if identified later in year) that communicates with parents in a language most easily understood

AND

Fully describes the Parental LIEP Waiver Process, including:

- Documentation of the meeting held to discuss recommendations, concerns, and potential outcomes with parent(s)
- Signed documentation of the parents' decision
- Fully developed district process to implement a plan to provide support to ensure mastery of English and academic achievement as required by law without enrollment in the LIEP

Parental notification of eligibility following state guidelines, in language most easily understood

**Not Approved**

Does not identify goals that are measurable or based on district-level data

**Approved**

Identifies goals that are measurable and based on district-level data

**Component**

LIEP Program Goals

<p>III. Description of the LIEP</p>	<p>Description of specific state-approved LIEP model(s) used in district and the process to place students:</p> <ul style="list-style-type: none"> <li>• Intensive English for Newcomers</li> <li>• English as a Second Language Sheltered Instruction</li> <li>• Other English as a Second Language Program</li> <li>• Bilingual/ Dual Language Program</li> <li>• Other Bilingual Program</li> </ul> <p>(See Appendix B for Description of LIEP Models)</p>	<p>Identifies the LIEP model and services by grade level/span addressing:</p> <ol style="list-style-type: none"> <li>a. English language development curriculum</li> <li>b. Access to the district core curriculum</li> </ol>	<p>Fails to identify LIEP model implemented by district, and/or fails to describe the district level of implementation addressing:</p> <ol style="list-style-type: none"> <li>a. English language development</li> <li>b. Access to the district core curriculum</li> </ol>	
	<p>Annual parental notification of continuing placement and programming options in language most easily understood.</p>	<p>Notifies parents annually (no later than 30 calendar days after the beginning of the school year or within two weeks of a child being placed in a LIEP if a student enrolls after the beginning of the year)</p> <p>Describes who is responsible for parental notification and where a record of this notification is stored</p> <p>Communicates this information in a language the parents/guardians can best understand and uses TransAct forms when indicated</p>	<p>Fails to notify parents of placement in a LIEP in a timely manner</p> <p>Fails to identify district personnel responsible for implementing the parental notification process</p> <p>Fails to describe a process for annual parental notification and where such records are stored</p> <p>Fails to communicate with parents regarding program placement and other program details in the language they can best understand; no evidence of using TransAct forms</p>	<p>Fails to document the process of waiving EL services</p>
	<p>Procedure for waiving LIEP services is in place</p>	<p>Describes process for how parents can waive LIEP services</p>	<p>Fails to document the process of waiving EL services</p>	<p>Fails to document the process of waiving EL services</p>
	<p>Procedure for waiving LIEP services is in place</p>	<p>Describes process for how parents can waive LIEP services</p>	<p>Fails to document the process of waiving EL services</p>	<p>Fails to document the process of waiving EL services</p>

			Stores documentation of parent waiver in student's cumulative folder	Neglects to provide waiver forms or store them inappropriately
	Highly qualified staff		Provides staff who hold appropriate endorsements to deliver LIEP services to ELs	Fails to provide ESL endorsed staff delivering LIEP services to ELs Fails to provide highly qualified staff to deliver Iowa Core content instruction to ELs
	Designated administrator oversight for LIEPs		Identifies administrator in charge of oversight for the LIEP by name and position	Neglects to identify administrator in charge of LIEP oversight by name and position
	Access to Iowa Core and English Language Proficiency (ELP) Standards		Describes process to ensure ELs have access to instruction based on both Iowa Core and ELP standards Describes process and frequency of collaboration between ESL and content area teachers	Lacks a process to support EL access to the Iowa Core in content classrooms Lacks a process to support EL access to instruction based on the ELP standards Lacks process for ESL and classroom and content teachers to collaborate
	Curriculum and Supplemental Resources		Describes in detail the curricular materials the district is using Describes in detail how the instructional and supplemental resources are selected, purchased, and updated	Lacks a detailed description of the curricular materials the district is using Lacks a detailed description related to how the instructional and supplemental resources are selected, purchased, and updated



<p>IV. Process to Provide Meaningful Access to all Co-curricular and Extracurricular Programs and Activities of the School District</p>	<p><b>Component</b></p> <p>Process in place for identifying and serving gifted/talented (GT) ELs</p> <p>Criteria other than standardized assessments are considered for identification of GT ELs</p>	<p><b>Approved</b></p> <p>Describes a plan for (a) identification of ELs in GT programming, and (b) serving ELs in GT programming</p> <p>Uses criteria other than standardized assessments to identify ELs for GT services</p>	<p><b>Not Approved</b></p> <p>Lacks a plan for (a) identification of ELs in GT programming, and (b) serving ELs in GT programming</p> <p>Fails to describe criteria in addition to standardized test scores to identify ELs for GT services</p>
	<p>Process in place for identifying and serving ELs in special education.</p>	<p>Explains a detailed, culturally-sensitive process that demonstrates awareness of EL-specific considerations</p>	<p>Lacks a detailed, culturally sensitive process that demonstrates awareness of EL-specific considerations</p>
	<p>Process in place for identifying and serving ELs in all other district programs (e.g., Title I, Reading Recovery, At-Risk, career and technical education programs, counseling services, Advanced Placement and International Baccalaureate courses, performing and visual arts, athletics, clubs, honor societies, etc.</p>	<p>Describes the district's process for serving ELs in other district programs</p>	<p>Fails to describe the process for including ELs in other district programs</p>

<p>V. Ongoing, Embedded EL</p>	<p><b>Component</b></p>	<p><b>Approved</b></p>	<p><b>Not Approved</b></p>
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<p>Professional Development For Staff Who Support ELs</p>	<p>Ongoing EL professional development (PD) provided for staff who support or deliver services to ELs:</p> <ul style="list-style-type: none"> <li>• District and building administrators</li> <li>• LIEP staff (certified &amp; support staff)</li> <li>• Content/Classroom Teachers</li> <li>• Paraprofessionals</li> <li>• Building /District Support Staff (Instructional Coach, Counselor, Curriculum Coordinator)</li> </ul>	<p>Includes an ongoing district-level EL professional development plan for staff who support or deliver services to ELs</p> <p>If a district has no ELs, there is a plan in place for administration to be aware of EL requirement updates</p> <p>Has a plan which offers/describes access to PD on new English Language Proficiency (ELP) standards during the 2015-16 school year</p>	<p>Lacks an ongoing district-level EL professional development plan for staff who support or deliver services to ELs</p> <p>Fails to provide PD for non-EL staff who are also responsible for serving ELs, e.g. grade-level and content teachers</p> <p>Neglects to provide PD on new ELP standards</p>
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<p>VI. Annual English Language Proficiency Assessment and Administration</p>	<p><b>Component</b></p> <p>Annual training to appropriate staff</p>	<p><b>Approved</b></p> <p>Identifies training processes for those assigned to administer state-approved and required English Language Proficiency assessments</p> <p>Collects documentation illustrating how staff is trained in the TELPA Screener and ELPA21 Summative Assessment administration; stores certificates in a specified location</p>	<p><b>Not Approved</b></p> <p>Lacks a process for providing training for those assigned to administer state-approved and required English Language Proficiency assessments</p> <p>Fails to document training process of those assigned to administer state-approved and required English language proficiency assessments; certificates not mentioned</p>
	<p>Dissemination of scores to stakeholders</p>	<p>Describes the process for routinely sharing EL assessment scores with all stakeholders</p>	<p>Neglects to describe a process for sharing EL scores with all stakeholders</p>
	<p>Appropriate training to interpret results to staff</p>	<p>Identifies how staff are trained to interpret EL assessment scores</p>	<p>Fails to identify a process for training staff in EL data interpretation</p>

	Assessment results (data) used to guide instruction and programming	Describes how staff are trained to use EL data to guide instruction and future programming	Lacks a description of training staff on how to use EL data to guide instruction and future programming
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	<b>Component</b>	<b>Approved</b>	<b>Not Approved</b>
VII. LIEP Exit Criteria	<p>LIEP exit criteria</p> <ul style="list-style-type: none"> <li>• Achieves the required score for proficiency on ELPA21</li> <li>• Scores proficient on district-wide and state-wide assessments, such as Iowa Assessments</li> <li>• Meets both of the above criteria in the same school year</li> </ul> <p>LIEP exit procedures</p> <ul style="list-style-type: none"> <li>• Notify parents with state-approved TransAct exiting form in language most understandable to parents/families</li> <li>• Change student coding to "exited" so the student does not continue to generate unwarranted funding. District data personnel responsible for entering data should refer to <i>Iowa Department of Education's</i></li> </ul>	<p>Lists accurate state-required exit criteria</p> <p>Follows correct procedures to exit ELs from an LIEP</p>	<p>Fails to list accurate state-required exit criteria for exiting ELs from a LIEP</p> <p>Fails to follow correct procedures to exit ELs from an LIEP</p>

	<p><i>Data Dictionary.</i></p> <ul style="list-style-type: none"> <li>• Begin required two-year monitoring process</li> </ul>		
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<p>VIII. Monitoring Procedures</p>	<p><b>Component</b></p> <p>Monitoring procedures in place after students exit the program</p>	<p><b>Approved</b></p> <p>Describes a process detailing how students are monitored for two years after they are exited from the LIEP</p> <p>Includes criteria to determine ELs' sustained academic progress.</p> <p>Names a certified, licensed professional(s) (name and position) who is responsible for the monitoring of students</p>	<p><b>Not Approved</b></p> <p>Lacks a description of a monitoring process of ELs for two years after they exit the LIEP</p> <p>Does not include criteria to determine ELs' sustained academic progress</p> <p>Does not name a certified, license professional(s) (name and position) who is responsible for the monitoring of students</p>
	<p>LIEP re-entry procedures in place, if indicated by data, including notification of parents/guardians</p>	<p>Identifies and describes a process detailing how students re-enter the LIEP, if need is indicated by data</p> <p>Includes process to notify parents/guardians</p>	<p>Fails to describe a re-entry process for students who need to re-enter the LIEP, indicated by data</p> <p>Does not include process to notify parents/guardians</p>

<p>IX. LIEP Evaluation</p>	<p><b>Component</b></p>	<p><b>Approved</b></p>	<p><b>Not Approved</b></p>
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	<p>LIEP evaluation in place</p> <ul style="list-style-type: none"> <li>Evidence regarding progress made toward meeting Lau Plan LIEP goals in both English language development and academic achievement</li> <li>May be based on Annual Measurable Achievement Objective 1 (AMAO-1), ELs making growth</li> <li>May be based on AMAO-2, the percentage of ELs reaching proficiency</li> <li>May be based on AMAO-3, ELs making Adequate Yearly Progress (AYP) in reading and math</li> <li>May include other district data</li> </ul>	<p>Describes how the LIEP is evaluated annually, district personnel responsible for this evaluation, and how this evaluation impacts future programming and services for ELs</p> <p>Considers and responds to district data when planning for EL instruction in Core classes and in English language development</p>	<p>Fails to describe an evaluation process of the LIEP including the district person responsible, and how the LIEP evaluation impacts future programming and services for ELs</p> <p>Does not include district data in planning for EL Core instruction or in English language development</p>
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\*Required Lau Leadership Team Members: District Administrator(s), Building Administrator(s), Equity Coordinator, EL Teacher(s), Content Teacher(s)

Suggested additional Lau Leadership Team Members: School Counselor(s), Title III Subgrantee EL Consultant(s), Native Language Interpreter(s), EL Parent(s), School Board Member(s), Community Member(s)

**For questions or further assistance contact:**

Jobi B. Lawrence, Ed.D  
 Director, Title III  
 Education Program Consultant  
 Iowa Department of Education  
 515-281-3805

To: Urbandale CSD Board of Directors  
From: Mark Lane, Director of Human Resources  
Date: August 12, 2015  
Re: Request for board action approving an increase in substitute teacher compensation

Over the past two school years Iowa school districts have faced increasing challenges in securing qualified substitute teachers. The statewide implementation of Teacher Leadership and Compensation has been a contributing factor to the shortage, and with a number of metro Des Moines districts, including Urbandale, implementing this year we anticipate continued challenges.

In order to ensure we remain an attractive option for people in the metro substitute pool, I am recommending our base daily rate be raised to \$130.00 per day. I have included the base daily rates of several neighboring districts. These are the districts with whom we most frequently compete in securing substitutes.

District	Base Daily Rate
Des Moines ISD	\$135.00
West Des Moines CSD	\$132.00
Johnston CSD	\$130.00
Waukee CSD	\$130.00
Ankeny CSD	\$125.00
Urbandale CSD	\$120.00 (2014-15 school year)

Thank you for your consideration.

**URBANDALE COMMUNITY SCHOOL DISTRICT  
BOARD OF DIRECTORS' MEETING  
MONDAY, JULY 13, 2015  
BOARD MEETING – 5:30 P.M.  
URBANDALE HIGH SCHOOL – 7111 AURORA AVENUE  
CHRIS GUNNARE, PRESIDENT**

**AGENDA**

**Call to Order and Roll Call**

President Chris Gunnare called the board meeting to order at 5:30 P.M. Upon roll call, the following members were present: Directors Graham Giles, Mark Wierson, Vice President Cate Newberg, Adam Obrecht and President Gunnare. Directors Aaron Applegate and Kyle Kruidenier were absent.

**Approval of Agenda**

Director Wierson moved, and Director Giles seconded the motion to approve the agenda as posted. Motion passed with all ayes 5-0.

**Report of the Superintendent of Schools**

**A. Discussion of Architects**

The Board of Directors discussed the architect search process, including other firms that were interviewed. While no formal commitment was drafted, the committee recommended continuing with DLR Group for architectural services for Elementary Facilities Master Plan projects in the future.

**B. Property/Casualty Insurance Renewal for the 2015-2016 Fiscal Year**

Shelly Clifford, Chief Financial Officer, submitted the renewal documents for the District's property/casualty insurance program for Board of Director's consideration. Comparisons showed a 6.5% total cost increase from the prior year, primarily due to base rate increases and total payroll increases in the workers compensation category. Director Wierson moved, and Director Obrecht seconded the motion to approve the Property/Casualty Insurance Renewal for 2015-16. Motion passed with all ayes 5-0.

**C. Physical Education Exemption for Connor Hendricks**

Crista Carlile, Director of Teaching and Learning, requested the Board of Directors approval for Connor Hendricks to be exempt from the required physical education course, due to his personal training schedule that exceeds school requirements for physical education. Vice President Newberg moved, and Director Obrecht seconded the motion to approve Connor Hendricks' exemption from the required physical education course. Motion passed with all ayes 5-0.

**D. Discussion of Iowa Association of School Boards Legislative Action Priorities**

Board members discussed and submitted their Legislative Action Priorities for the 2016 Legislative Session. Iowa Association of School Boards requested updates to existing resolutions, new resolutions, and to identify resolutions that should be removed from the platform if they are no longer relevant or critical. The Board of Directors proposed the following resolutions as their 2016 legislative priorities: repeal Dillon's Rule, provide adequate Special Education funding, end unfunded mandates, and reduce board member terms to 3 years. Director Wierson moved, and Vice President Newberg seconded the motion to approve the resolutions as listed. Motion passed with all ayes 5-0.

**E. Future Work Session Topics**

The Board of Directors discussed topics for future work sessions.

**F. Update on Legislation**

Mr. Steve Bass, Superintendent, shared information regarding state funding and the Governor's veto.

**F. Karen Acres Discussion**

Mr. Steve Bass, Superintendent, along with Jim Huse, architect with DLR Group, provided an update on the Karen Acres Elementary Additions and Renovation project.

**G. Infographical Poster**

Dena Soenke, Communications Partner, shared a draft of the infographical poster about selected District highlights.

**Consent Agenda Items**

- A. Approval of Monday, June 15, 2015 Board Meeting Minutes
- B. Approval of Open Enrollment applications
- C. Approval of Personnel Report and addendum
- D. Approval of 2015-2016 District Lease for the Urbandale Pool
- E. Approval of Allegra Printing as Recommended Vendor for 2015-2016 Contracted Print Services
- F. Approval of Agreement for Crowd Management Services with Contemporary Services Corporation
- G. Approval of UHS Course Title Change
- H. Acceptance of Financial reports.
- I. Authorization to Pay Bills

Director Obrecht moved, and Vice President Newberg seconded the motion to approve the consent agenda items A through I as submitted. Motion passed with all ayes 5-0.



**Closed Session**

President Gunnare moved that the Board of Directors hold a closed session as provided in Section 21.5(1)(c) of the Iowa Code to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the District in that litigation. Director Wierson seconded the motion, and at roll call, the motion passed with all ayes 5-0. The Board of Directors then entered into closed session.

**Adjourn**

Later, in open session, Director Wierson moved, and Director Obrecht seconded the motion to adjourn the meeting. Motion passed with all ayes 5-0.

\_\_\_\_\_  
Board President Date

ATTEST:

\_\_\_\_\_  
Board Secretary Date

These minutes are unofficial until approved by the Board of Directors at their meeting on August 17, 2015.

**URBANDALE COMMUNITY SCHOOL DISTRICT  
BOARD OF DIRECTORS' MEETING  
MONDAY, JULY 20, 2015  
SPECIAL BOARD MEETING – 5:30 P.M.  
ADMINISTRATION OFFICE – 11152 AURORA AVENUE  
CHRIS GUNNARE, PRESIDENT**

**AGENDA**

**Call to Order and Roll Call**

President Chris Gunnare called the board meeting to order at 5:30 P.M. via conference call originating from the Administration Office. Upon roll call, the following members were attending via telephone: Directors Aaron Applegate, Graham Giles, Mark Wierson, Vice President Cate Newberg, Adam Obrecht and President Gunnare. Director Kyle Kruidenier was absent.

**Approval of Agenda**

Director Wierson moved, and Vice President Newberg seconded the motion to approve the agenda as posted. Motion passed with all ayes 6-0.

**Public Hearing on Plans Specifications, Form of Contract, and Estimated Total Cost of Construction for the Combined Contract for the Karen Acres Elementary School Addition and Renovation Project.**

President Gunnare announced that now was the time and place for a public hearing on the proposed project. The Board of Directors provided an opportunity for persons from the public to comment on the proposed project. Hearing no comments, Vice President Newberg moved and Director Wierson seconded the motion to close the public hearing. Motion passed with all ayes 6-0.

**Adjourn**

Director Obrecht moved, and Vice President Newberg seconded the motion to adjourn the meeting at 5:38 P.M. Motion passed with all ayes 6-0.

\_\_\_\_\_  
Board President Date

ATTEST:

\_\_\_\_\_  
Board Secretary Date

These minutes are unofficial until approved by the Board of Directors at their meeting on August 17, 2015

Open Enrollment In  
August 17, 2015

Urbandale Community School District  
Submitted By Student Services

The following requests for open enrollment from another school district to attend the Urbandale Community School District in the 2015-2016 school year have been received and submitted for approval:

<u>Student/Grade</u>	<u>Resident District</u>	<u>Reason For Request</u>
James Calhoun, 10 <sup>th</sup>	Johnston	Move/Continuation
Caelen Clemens, K	Des Moines	Applied On Time
Clifton Conklin III, 1 <sup>st</sup>	Waukee	Move/Good Cause
November Conklin, 2 <sup>nd</sup>	Waukee	Move/Good Cause
Amanda Cooper, 10 <sup>th</sup>	Johnston	Move/Continuation
Blake Davis, 9 <sup>th</sup>	West Des Moines	Trans. Of Res. Dist.
Hailey Davis, 7 <sup>th</sup>	West Des Moines	Trans. Of Res. Dist.
Logan Dever, 1 <sup>st</sup>	West Des Moines	Move/Good Cause
Noah Eden, 1 <sup>st</sup>	Des Moines	Move/Good Cause
Jayda Foreman, 2 <sup>nd</sup>	West Des Moines	Trans. Of Res. Dist.
Drew Hamann, K	Carlisle	Move/Good Cause
Owen Hamann, 4 <sup>th</sup>	Carlisle	Move/Good Cause
Parker Hamann, 6 <sup>th</sup>	Carlisle	Move/Good Cause
Jennifer Hernandez, 2 <sup>nd</sup>	Des Moines	Move/Continuation
Damien Hyde, 9 <sup>th</sup>	Dallas Center-Grimes	Move/Continuation
Da'Quan James, 7 <sup>th</sup>	Johnston	Move/Good Cause
Landon Johnson, 7 <sup>th</sup>	Johnston	Move/Good Cause
Cooper Jones, 3 <sup>rd</sup>	Johnston	Trans. Of Res. Dist.
Nadya Jones, 1 <sup>st</sup>	Des Moines	Move/Continuation
Gabriele Kenne, 6 <sup>th</sup>	Des Moines	Move/Continuation
Aniko Lehoczky, 6 <sup>th</sup>	West Central Valley	Move/Continuation
Leiana Nikolish, 10 <sup>th</sup>	Des Moines	Move/Good Cause
Yarel Oviedo-Dorado, 2 <sup>nd</sup>	West Des Moines	Move/Continuation
Elizabeth Oyibo, 9 <sup>th</sup>	Johnston	Move/Continuation
Audrey Parsons, 2 <sup>nd</sup>	West Des Moines	Move/Good Cause
Nellie Parsons, 6 <sup>th</sup>	West Des Moines	Move/Good Cause
Kamaya Ratliff, K	Waukee	Move/Good Cause
Daniel Rodriguez, 7 <sup>th</sup>	Des Moines	Move/Continuation
David Rodriguez, 2 <sup>nd</sup>	Des Moines	Move/Continuation
Victor Rodriguez, 10 <sup>th</sup>	Des Moines	Move/Continuation
Sierra Stevens, 9 <sup>th</sup>	Johnston	Move/Good Cause
Hunter Wilkin, 2 <sup>nd</sup>	West Des Moines	Trans. Of Res. Dist.

The following requests for open enrollment from another school district to attend the Urbandale Community School District in the 2015-2016 school year are recommended for denial:

<u>Student/Grade</u>	<u>Resident District</u>	<u>Reason For Denial</u>
Clara Glineur, 9 <sup>th</sup>	West Des Moines	Late/No Good Cause
Joxiel Morales, 2 <sup>nd</sup>	Des Moines	Late/No Good Cause
Jhosgar Morales-Garcia, 1st	Des Moines	Late/No Good Cause
Zach Nieland, 12 <sup>th</sup>	Des Moines	Late/No Good Cause

Open Enrollment Out  
August 17, 2015

Urbandale Community School District  
Submitted By Student Services

The following requests for open enrollment out from the Urbandale Community School District in the 2015-2016 school year have been received and submitted for approval:

<u>Student/Grade</u>	<u>District Requesting</u>	<u>Reason For Request</u>
Averyhart Boyce, K	Waukee	Applied On Time
Hans Bunn, 8	West Des Moines	Move/Continuation
Parker Casey, 1 <sup>st</sup>	Johnston	Move/Continuation
Dyllan Cox, K	Johnston	Applied On Time
Wesson Kraai, 9 <sup>th</sup>	Johnston	Move/Continuation
Mason McCarl, 12 <sup>th</sup>	Johnston	District Agreement
Issac Olson, 7 <sup>th</sup>	Johnston	Move/Continuation
Jerzie Stamper, K	Des Moines	Applied On Time
Aubrielle Tousey, 1 <sup>st</sup>	Southeast Polk	Applied On Time
Gwenyth Tousey, 3 <sup>rd</sup>	Southeast Polk	Applied On Time
Brayden Welch, 5 <sup>th</sup>	Johnston	Move/Continuation

The following requests for open enrollment out from the Urbandale Community School District in the 2015-2016 school year are recommended for denial:

<u>Student/Grade</u>	<u>District Requesting</u>	<u>Reason For Denial</u>
Alexis Johnson, 7 <sup>th</sup>	Des Moines	Late/No Good Cause
Maia Paucar, 2 <sup>nd</sup>	Johnston	Late/No Good Cause

URBANDALE COMMUNITY SCHOOL DISTRICT  
PERSONNEL REPORT FOR BOARD APPROVAL

Board Meeting – August 17, 2015

1. **CERTIFIED APPOINTMENT**

**ALYSSA AHRENHOLTZ**, Valerius Elementary School, 1<sup>st</sup> Grade Teacher, BA, Row X, \$43,708/year. Effective August 14, 2015. [Replacement]

2. **CLASSIFIED APPOINTMENT**

**COURTNEY BACH**, Jensen Elementary School, Special Education Associate, Class II, Step I, \$13.74/hr, 5.75 hr/day. Effective August 26, 2015. [Replacement]

**PAM BILLERBECK**, Urbandale Middle School, OASIS Associate, Class II, Step I, \$13.74/hr, 2.75 hr/day. Effective August 20, 2015. [New]

**JENNIFER CHUGG**, Rolling Green Elementary School, Adventuretime Associate, Class I, Step I, \$12.38/hr, 5.75 hr/day. Effective August 17, 2015. [Replacement]

**JOHANNAH COLE**, Olmsted Elementary School, Special Education Associate, Class II, Step I, \$13.74/hr, 7 hr/day, 4 days/week. Effective August 24, 2015. [New]

**KARNA EDDIE**, Urbandale High School, Special Education Associate, Class II, Step I, \$13.74/hr, 5.75 hr/day. Effective August 24, 2015. [Replacement]

**SHERI GRANT**, Olmsted Elementary School, Special Education Associate, Class II, Step I, \$13.74/hr, 7 hr/day, 4 days/week. Effective August 24, 2015. [New]

**TRACY HOFFMAN**, Webster Elementary School, Special Education Associate, Class II, Step II, \$14.00/hr, 3 hr/day. Effective August 24, 2015. [Replacement]

**ANNIE KIEFFER**, Olmsted Elementary School, Adventuretime Associate, Class I, Step I, \$12.38/hr, 2.5 hr/day. Effective August 19, 2015. [Replacement]

**JOHN LEE**, District Wide, Behavior Analyst, \$51,765/year. Effective August 14, 2015. [Replacement]

**JESSICA MARKS**, Elementary Facilitator of Family Outreach Services, \$36,383.08/year. Effective August 31, 2015. [Replacement]

**RACHEL MCKEEVER**, Olmsted Elementary School, Special Education Associate, Class II, Step I, \$13.74/hr, 5.75 hr/day. Effective August 24, 2015. [New]

**CALEIGH MORMANN**, Webster Elementary School, Special Education Associate, Class II, Step I, \$13.74 +.50 (para)=\$14.24/hr, 5.75 hr/day, Effective August 24, 2015. [Replacement]

**STACEY O'DELL**, Olmsted Elementary School, Special Education Associate, Class II, Step I, \$13.74/hr, 3 hr/day, 5 days/week. Effective August 26, 2015. [New]

**TRUDY PARROTT**, Urbandale High School, Special Education Associate, Class II, Step I, \$13.74/hr, 28.5 hr/week. Effective August 24, 2015. [Replacement]

**BLAINE PRICE**, Webster Elementary School, Adventuretime Associate, Class I, Step I, \$12.38/hr 2.5 hr/day. Effective August 19, 2015. [Replacement]

**ALLISON RATHJEN**, Webster Elementary School, Adventuretime Associate, Class I, Step I, \$12.38/hr, 2.5 hr/day. Effective August 19, 2015. [Replacement]

**MADISON STIFEL**, Olmsted Elementary School, Special Education Associate, Class II, Step I, \$13.74/hr, 5.75 hr/day. Effective August 24, 2015. [New]

**TANNER TAYLOR**, Olmsted Elementary School, Special Education Associate, Class II, Step I, \$13.74/hr, 7 hr/day, 4 days/week. Effective August 24, 2015. [Replacement]

**DEE THARP**, Valerius Elementary School, Adventuretime Associate, Clsas I, Step I, \$12.38/hr, 5 hr/day. Effective August 19, 2015. [Replacement]

3. **CLASSIFIED RESIGNATION**

**CARRIE ALBERTSON**, Nutrition Services, personal. Effective August 13, 2015.

**AMY CORY**, Webster Elementary School, Associate, personal. Effective August 11, 2015.

**TRACY HOFFMAN**, Rolling Green Elementary School, Preschool Associate, personal. Effective August 10, 2015.

**DONNA STEPHENS**, Valerius Elementary School, Associate, personal. Effective August 3, 2015.

4. **CO-CURRICULAR APPOINTMENTS**

**STEPHANIE KINGERY**, Urbandale High School, Assistant Girls Basketball Coach, Step 1, 9%, \$2934/year. Effective November 9, 2015. [Replacement]

**HILIARY PENNINGTON**, Urbandale High School, Assistant Volleyball Coach, Step 0, 9%, \$2830/year. Effective August 10, 2015. [New]

**URBANDALE COMMUNITY SCHOOL DISTRICT  
PERSONNEL REPORT FOR BOARD APPROVAL**

Board Meeting – August 17, 2015

**1. CERTIFIED APPOINTMENT**

**JAY SIKKINK**, Urbandale Middle School, 7<sup>th</sup> Grade Social Studies Teacher, BA, Row U, \$44,929/year. Effective August 14, 2015.

**HEATHER ANTUNEZ**, Webster Elementary School, Special Education Teacher, \$23,365.16/semester, 91 day contract. Effective August 14, 2015.

**2. CLASSIFIED APPOINTMENT**

**TORY BEAVER**, Urbandale High School, Special Education Associate, Class II, Step III, \$14.27/hr, 7.5 hr/day. Effective August 24, 2015.

**MICHAEL FREUND**, Valerius Elementary School, Behavior Technician, Class II, Step I, \$13.74/hr, 7.5 hr/day. Effective August 24, 2015.

**MEGAN HALLING**, Rolling Green Elementary School, General Education Associate, Class I, Step I, \$12.38/hr. Effective July 30, 2015.

**TREVOR HIXON**, Rolling Green Elementary School, Special Education Associate, Class II, Step I, \$13.74/hr, 5.75 hr/day. Effective August 3, 2015.

**KATHRYN JOHNSON**, Rolling Green Elementary School, Media Center Associate, Class III, Step I, \$14.25/hr, 3 hr/day, General Education Associate, \$12.38/hr, 2.75 hr/day. Effective August 3, 2015.

**MELISSA KALLENBACH**, Elementary, TAG/General Education Associate, Class I, Step 12 (Longevity), \$16.26/hr, 5.75 hr/day. Effective August 24, 2015.

**MAHIR MEHMEDOVIC**, Urbandale Middle School, Custodian, Class 3, Step 1, \$14.02/hr, 8 hr/day. Effective August 4, 2015.

**ANNA OAK**, Rolling Green Elementary School, Special Education Associate, Class II, Step I, \$13.74/hr, 7 hr/day, 4 days/week. Effective August 3, 2015.

**DONNA O'BRAZA**, Olmsted Elementary School, Special Education Associate, Class II, Step I, \$13.74/hr, 5.75 hr/day. Effective August 24, 2015.

**RANEE ROSS**, Urbandale High School, Special Education Associate, Class II, Step I, \$13.74/hr, 7 hr/day, 4 days/week. Effective August 24, 2015.

**TIMOTHY SIMON**, Rolling Green Elementary, Custodian, Class 3, Step 1, \$14.02/hr, 8 hr/day. Effective August 11, 2015.

**DIANA STOCKER**, Webster Elementary School, Special Education Associate, Class II, Step I, \$13.74/hr, 5.75/hr. Effective August 24, 2015.

**JESSICA VAUGHT**, Urbandale High School, Media Associate, Class III, Step II, \$14.53/hr, 4 hr/day. Effective August 24, 2015.

**3. CLASSIFIED RESIGNATION**

**OMI ACOSTA**, Urbandale High School, Special Education Associate, personal. Effective July 23, 2015.

**MOSES BOMET**, Adventuretime Associate, personal. Effective July 20, 2015.

**ABBY CANFIELD**, Elementary Facilitator of Family Outreach Services, personal. Effective August 5, 2015.



**CATHY COOMBS**, Nutrition Services, personal. Effective July 28, 2015.

**SAMI FAUSCH**, Adventuretime Associate, personal. Effective July 29, 2015.

**STEPHANIE GIBSON**, Urbandale High School, Special Education Associate, personal. Effective August 6, 2015.

**QUINN GOODSON**, Urbandale High School, Special Education Associate, personal. Effective May 29, 2015.

**JAMIE LEGLER**, Valerius Elementary School, Special Education Associate, personal. Effective July 30, 2015.

**LINDSEY MINNICK**, Urbandale High School, Special Education Associate, personal. Effective July 29, 2015.

**CRAIG O'KEEFE**, Adventuretime Associate, personal. Effective July 30, 2015.

**DELANA THOMAS**, Urbandale Middle School, Special Education Associate, personal. Effective August 3, 2015.

**CHERYL ZIMMER**, Special Education Associate, personal. Effective July 16, 2015.

4. **CO-CURRICULAR APPOINTMENTS**

**GABRIEL PEASLEY**, Urbandale High School, Assistant Boys Basketball Coach, Step 1, 9%, \$2,934/year. Effective November 16, 2015.

**BEN LIGHTER**, Urbandale Middle School, Assistant Boys Track Coach, Step 0, 5%, \$1,572/year. Effective February 29, 2015.

**KOURTNEY SEVENBERGEN**, Urbandale High School, Assistant Cheer Coach, Step 2, 9%, \$3,038/year. Effective August 10, 2015.

**JAY SIKKINK**, Urbandale Middle School, Assistant Football Coach, Step 0, 5%, \$1,572/year. Effective August 24, 2015.

## *Information Form*

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Please complete this first page and the information provided will appear where applicable throughout the remaining documents. Not every space will be filled in, so please review the documents. If there is a space for you to complete, you may type directly in that area or click on the boxes that pertain to your plan.

Employer Name: Urbandale Community School District

Street Address: 11152 Aurora Avenue

City: Urbandale State: IA Zip: 50322

Employer Phone: 515-457-5000

Employer Fax: 515-457-5018

Tax ID Number: 42-6039212

Effective Date: July 1, 2003

Plan Year End: June 30

### Employer Contact for Plan Document & Compliance Updates:

Contact Name & Title: Shelly Clifford Chief Financial Officer

Contact Phone Number: 515-457-5003

Contact Email Address: cliffords@urbandaleschools.com

### Employer Contact for Payroll (Contributions, Data Requirements and Billing)

Contact Name & Title: Shelly Clifford Chief Financial Officer

Contact Phone Number: 515-457-5003

Contact Email Address: cliffords@urbandaleschools.com

# Special Pay Plan Plan Highlights

Employer Initials \_\_\_\_\_

## Urbandale Community School District

**Effective Date:** The effective date of the Plan is July 1, 2003, amended, restated, and frozen July 1, 2015.

**Plan Year:** The Plan Year ends on June 30.

**Limitation Year:** The Limitation Year is based on a Calendar Year.

**Eligibility:** To be eligible to become a Participant in the Plan, an employee must satisfy the following eligibility conditions:

- Be age 55 or over

**Contribution Types:** All funds for the Plan shall be contributed exclusively by the Employer. Contribution types shall include:

- Early Separation Formula – No further contributions as of July 1, 2015

**Contribution Limit:** Code Section 415(c) – The total of all contributions to a 403(b) account made on behalf of a participant cannot exceed 100% of compensation up to the [maximum allowable limits](#) adjusted under law. This includes elective deferrals (pre-tax and after-tax), employer contributions (matches and non-electives), and forfeitures.

**Contribution Frequency:** No further contributions of July 1, 2015.

**Investments:** Funds are invested in a guaranteed fixed annuity with American United Life Insurance Company, a *OneAmerica Financial Partner*. The interest rate may change on a quarterly basis, but is guaranteed never to fall below the standard NAIC rate. The guarantee is based on the claims paying ability of AUL.

**Distribution Options:** Installments must be a minimum of \$500 unless available funds are less than \$500. Any benefit payable which is not more than \$500 shall be paid in a lump sum.

The following forms of distributions are permitted:

- Installments – annually, quarterly, or monthly
- Lump Sum Distribution

**Loan Policy:** Not permitted.

**Reports:** On demand statements available anytime by logging into your account at [www.midamerica.biz](http://www.midamerica.biz). Annual statements are mailed approximately 6 to 8 weeks after the plan year end.

**Plan Type:** IRC Section 403(b)

**Representative:** Steve Ott, National Insurance Services

**Contact:** To access account information, request forms, or for plan related questions, please contact MidAmerica toll-free at (855) 329-0097 or visit our website at [www.midamerica.biz](http://www.midamerica.biz).

**Please mail all forms to:** MidAmerica Administrative & Retirement Solutions, Inc., Attn: SP ADMIN  
402 South Kentucky Avenue, Suite 500, Lakeland, FL 33801

**Please refer to the Plan Document for more information on the Plan. In the event of a discrepancy, the Plan Document will prevail.**



Securities offered through GWN Securities, Inc.

11440 Jog Road • Palm Beach Gardens, FL 33418 • 561/472-2700 • Member FINRA, SIPC

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**Special Pay 403(b)**  
**AMENDMENT TO FREEZE**  
**for**  
**Urbandale Community School District**

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Employer Address: 11152 Aurora Avenue  
Urbandale, IA 50322

Employer Telephone Number: 515-457-5000

Employer Identification Number: 42-6039212

**Qualified Plan Name**

The name of the Qualified Plan as adopted by the Employer is: Urbandale Community School District Special Pay Plan



The undersigned Employer hereby elects to freeze the Qualified Plan named above effective July 1, 2015, with the result that no Employer or Employee contributions will be made to the Qualified plan thereafter. The account balances of all Participants (as defined in Section 1.02 of the Basic Plan Document) will become fully vested if not already fully vested.

The Employer has executed this Amendment to its Adoption Agreement on this \_\_\_\_\_ **day of** \_\_\_\_\_, 2015.

Name of Employer: Urbandale Community School District

**Signature:** \_\_\_\_\_

Print Name: Shelly Clifford

Title: Chief Financial Officer

**Date:** \_\_\_\_\_

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# MidAmerica Administrative & Retirement Solutions, Inc.

Urbandale Community School District

## Adoption Agreement

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The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the Urbandale Community School District. The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Prototype Plan provisions. This Adoption Agreement, the basic plan document, any Funding Vehicle Documentation, and any attached agreements, appendices or addenda, constitute the Employer's entire plan document. *All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existed printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document. *Note: The IRS does not have an approval program for 403(b) prototype documents.*

### ARTICLE I DEFINITIONS

1. **EMPLOYER; PLAN (1.27; 1.50).**

Name: Urbandale Community School District

Address: 11152 Aurora Ave., Urbandale, IA 50322

EIN: 42-6039212

Type of entity: Public School

(e.g., public school, church, Code §501(c)(3) organization (other than church))

Plan Name: Urbandale Community School District Special Pay Plan

Plan number (optional): \_\_\_\_\_ (3-digit number for Form 5500 reporting)

2. **TYPE OF 403(b) PLAN (1.66).** The Employer makes the following election regarding the type of 403(b) plan the Employer will maintain (Choose one of (a) – (d)):

(a)  **Custodial.** A Custodial Account Plan invested in mutual funds under Code §403(b)(7).

(b)  **Annuity.** An Annuity Contract Plan under Code §403(b)(1).

(c)  **Both.** A Combination Annuity Contract Plan and Custodial Account Plan.

(d)  **Retirement Income Account (RIA)/Church Plans only.** A Retirement Income Account Plan under Code §403(b)(9).

3. **ERISA PLAN (1.32).** The Plan's ERISA status is [Note: Governmental plans and non-electing church plans are exempt from ERISA. Other 403(b) plans which provide for employer contributions are not exempt from ERISA.] (Choose one of (a) or (b)):

(a)  **ERISA exempt.** The Plan is a government plan or a non-electing church plan.

(b)  **ERISA applies.**

4. **PLAN/LIMITATION YEAR (1.52/1.44).** Plan Year and Limitation Year mean the 12-month consecutive month (except for a short Plan Year) ending every (Choose one of (a) or (b). Choose (c) if applicable):

(a)  **December 31.**

(b)  **Other** (fiscal Plan Year and/or different Limitation Year): June 30

(c)  **Short year:** Commencing: \_\_\_\_\_ and ending: \_\_\_\_\_

[Note: If the Plan Year is a short year, the Limitation Year is always a 12 month period, unless the short Plan Year (and short Limitation Year) results from a Plan amendment or termination.]

5. **EFFECTIVE DATE (1.21).** The Employer's adoption of the Plan is a (choose one of (a) or (b)):

- (a)  **New Plan.** The Plan's Effective Date is: \_\_\_\_\_.
- (b)  **Restated Plan.** The Plan's restated Effective Date is: July 1, 2015. The Plan's original Effective Date was: July 1, 2003.

[Note: The restated Effective Date should not be earlier than the date the final 403(b) regulations apply to the Plan (generally, January 1, 2009).]

6. **CONTRIBUTION TYPES (1.13).** The Employer and/or Participants, in accordance with the Plan terms, make the following contributions to the Plan (Choose one or more of (a) through (g) as applicable):

- (a)  **Pre-Tax Deferrals.** See Section 3.02 and Elections 18 – 21.
- (b)  **Roth Deferrals.** See Section 3.02(F) and Elections 18 – 21. [Note: The Employer may not limit Elective Deferrals to Roth Deferrals only.]
- (c)  **Matching.** See Sections 1.35, 1.45, and 3.03 and Elections 22, 23, 27, 28 and 31. [Note: If the Plan is a safe harbor plan, choose 6(e) and do not choose 6(c).]
- (d)  **Nonelective.** See Sections 1.46 and 3.05 and Elections 25 through 28. [Note: The Employer may make an Operational QNEC without electing 6(d). See Section 3.05(C)(1). If the only nonelective contributions are safe harbor contributions, choose 6(e) and do choose 6(d).]
- (e)  **Safe Harbor/Additional Matching.** The Plan is a safe harbor 403(b) Plan. The Employer will make Safe Harbor Contributions as it elects in Election 24. The Employer may or may not make Additional Matching Contributions as it elects in Election 24. See Section 3.04.
- (f)  **Employee (after-tax).** See Section 3.10 and Election 31.
- (g)  **None (frozen plan).** The Plan is/was frozen effective as of: \_\_\_\_\_. See Sections 3.01(F) and 9.03.

[Note: Elections 18 through 26 and Election 31 do not apply to any Plan Year in which the Plan is frozen.]

7. **EXCLUDED EMPLOYEES (1.34).** The following Employees are not Eligible Employees (either as to the overall Plan or the designated contribution type) (Choose one of (a) or (b)):

- (a)  **No Excluded Employees.** All Employees are Eligible Employees as to all Contribution Types.
- (b)  **Exclusions.** The following Employees are Excluded Employees (either as to all Contribution Types or to the designated Contribution Type) (Choose one or more of (1) through (9) as applicable):

[Note: For this Election 7, unless described otherwise in Election 7(b)(9)), Elective Deferrals includes Pre-Tax Deferrals, and Roth Deferrals and Safe Harbor Contributions, Matching includes all Matching Contributions (unless this is a safe harbor plan) and Employee Contributions, and Nonelective includes all Nonelective Contributions other than safe harbor nonelective contributions and Operational QNECs.]

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective
(1) <input type="checkbox"/> <b>No exclusions.</b> No exclusions as to the designated Contribution Type.	N/A (See Election 7(a))	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> <b>Non-Resident Aliens.</b> See Section 1.34(B).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> <b>Employees who normally work less than 20 hours per week.</b> See Section 1.34(E).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> <b>Student Employees.</b> See Section 1.34(C).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <input type="checkbox"/> <b>Other Employer plan.</b> Employees who are eligible to participate in another plan of the Employer which is a governmental 457(b) plan, 401(k) plan or another 403(b) plan.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- (6)  **Collective Bargaining (union) Employees.** See Section 1.34(A). N/A OR N/A
- (7)  **Highly Compensated Employees.** N/A OR N/A
- (8)  **Reclassified Employees.** See Section 1.34(D). N/A OR N/A
- (9)  **Describe exclusion:** \_\_\_\_\_  
*(e.g., exclude hourly paid employees). [Note: The Employer can use this election 7(b)(9) to allow Employees otherwise excluded under regulatory transition rules to defer (see Section 1.34(F)) or to exclude all Employees of one or more Related Employers or Employees in a geographically distinct business unit under Treas. Reg. §1.403(b)-5(b)(3)(ii). However, this election 7(b)(9) will not otherwise apply to Elective Deferrals.]*

[Note: Any exclusion under Election 7(b)(9), except as to Employees who normally work less than 20 hours per week, may not be based on age or Service. See Election 14 for eligibility conditions based on age or Service. See Election 24 regarding Safe Harbor Contributions.]

8. **COMPENSATION (1.12).** The following Compensation (as adjusted under Elections 9 and 10) applies in allocating Employer Contributions (or the designated contribution type) (Choose one or more of (a) through (d) as applicable):

[Note: Unless described otherwise in Election 8(d), Elective Deferrals includes Pre-Tax Deferrals, Roth Deferrals and Employee Contributions, Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions. In applying any Plan definition which references Section 1.12 Compensation, where the Employer in this Election 8 elects more than one Compensation definition for allocation purposes, the Plan Administrator will use W-2 wages for such other Plan definitions if the Employer has elected W-2 wages for any Contribution Type or Participant group under Election 8. If the Employer has not elected W-2 wages, the Plan Administrator for such other Plan definitions will use 415 Compensation.]

	(1) All Contributions		(2) Elective Deferrals		(3) Matching		(4) Nonelective Contributions
(a) <input checked="" type="checkbox"/> <b>W-2 wages increased by Elective Deferrals.</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> <b>Code §3401 federal income tax withholding wages increased by Elective Deferrals.</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> <b>415 Compensation.</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> <b>Describe Compensation:</b> _____ <i>(e.g., W-2 Compensation for faculty Employees, 415 Compensation for administrative staff Employees).</i>							

9. **PLAN YEAR/PARTICIPATING/POST-SEVERANCE/DEEMED INCLUDIBLE COMPENSATION (1.12(I), (J), (K) AND (N)).** Compensation under Election 8 (Choose one of (a) or (b). Choose (c), (d) and (e) as applicable):

[Note: For this Election 9, unless described otherwise in Election 9(e), Elective Deferrals includes Pre-Tax Deferrals, Roth Deferrals and Employee Contributions, Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions.]

	(1) All Contributions		(2) Elective Deferrals		(3) Matching		(4) Nonelective Contributions
(a) <input checked="" type="checkbox"/> <b>Plan Year.</b> Includes only Plan Year Compensation.	<input checked="" type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> <b>Participating Compensation.</b> Includes only Participating Compensation.	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input checked="" type="checkbox"/> <b>Post-Severance Compensation.</b> The Election in 9(a) or 9(b) also includes Post-Severance Compensation.	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> <b>Deemed Includible Compensation.</b> The election in 9(a) and 9(b) also includes Deemed Includible Compensation.	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> <b>Describe Compensation inclusion:</b> _____ <i>(e.g., Participating Compensation for all contributions to administrative staff, Plan Year Compensation for all contributions to</i>							

faculty).

10. **EXCLUDED COMPENSATION (1.12(H))**. Apply the following additional exclusions to Compensation Elections under 8 and 9 (Choose one of (a) or (b)):

[Note: For this Election 10, unless described otherwise in Election 10(b)(8), Elective Deferrals includes Pre-Tax Deferrals, Roth Deferrals and Employee Contributions, Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions.]

	(1) All Contributions		(2) Elective Deferrals		(3) Matching		(4) Nonelective Contributions
(a) <input checked="" type="checkbox"/> <b>No exclusions.</b>	[ ]	<b>OR</b>	[ ]		[ ]		<input checked="" type="checkbox"/>
(b) <input type="checkbox"/> <b>Exclusions:</b> Exclude the following (Choose one or more of (1) through (8) as applicable):	[ ]						
(1) <input type="checkbox"/> <b>Elective Deferrals.</b>	[ ]	<b>OR</b>	N/A		[ ]		[ ]
(2) <input type="checkbox"/> <b>Fringe benefits.</b> As described in Treas. Reg. §1.414(s)-1(c)(3).	[ ]	<b>OR</b>	[ ]		[ ]		[ ]
(3) <input type="checkbox"/> <b>Leave of absence compensation.</b>	[ ]	<b>OR</b>	[ ]		[ ]		[ ]
(4) <input type="checkbox"/> <b>Bonus.</b>	[ ]	<b>OR</b>	[ ]		[ ]		[ ]
(5) <input type="checkbox"/> <b>Disability compensation.</b>	[ ]	<b>OR</b>	[ ]		[ ]		[ ]
(6) <input type="checkbox"/> <b>Overtime.</b>	[ ]	<b>OR</b>	[ ]		[ ]		[ ]
(7) <input type="checkbox"/> <b>Related Employers.</b> See 1.27(A). (If there are Related Employers, choose one or both of a. and b. as applicable):							
a. <input type="checkbox"/> <b>Non-Participating.</b> Compensation paid to Employees by a Related Employer that is not a Participating Employer.	[ ]	<b>OR</b>	[ ]		[ ]		[ ]
b. <input type="checkbox"/> <b>Participating.</b> As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees. See Election 26(d)(2)a.	[ ]	<b>OR</b>	[ ]		[ ]		[ ]
(8) <input type="checkbox"/> <b>Describe Compensation exclusion:</b> _____							

[Note: Under Election 10(b)(8), the Employer may: (i) describe Compensation from the elections available under Elections 10(b)(1) through (7), or a combination thereof as to a Participant group (e.g., No exclusions as to staff members and exclude bonus as to physicians); (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description above (e.g., Elective Deferrals means §125 cafeteria deferrals only); and/or (iii) describe another exclusion (e.g., Exclude shift differential pay).]

11. **HOURS OF SERVICE (1.40)**. The Plan credits Hours of Service for the following purposes (and to the Employees) as follows (Choose one or more of (a) through (e) as applicable):

	(1) All Purposes		(2) Eligibility		(3) Vesting		(4) Allocation Conditions
(a) <input checked="" type="checkbox"/> <b>Actual Method.</b>	<input checked="" type="checkbox"/>		[ ]		[ ]		[ ]
(b) <input type="checkbox"/> <b>Equivalency Method:</b> _____ (e.g., daily, weekly, etc.)	[ ]		[ ]		[ ]		[ ]
(c) <input type="checkbox"/> <b>Elapsed Time Method.</b> See Section 1.40(A)(3).	[ ]		[ ]		[ ]		[ ]



(d)   **Actual (hourly) and Equivalency (salaried).** Actual Method for hourly paid Employees and Equivalency Method: \_\_\_\_\_ (e.g. daily, weekly, etc.) for salaried Employees.

(e)   **Describe:** \_\_\_\_\_ (e.g., for all purposes, actual method applies to salaried employees and equivalency method applies to hourly paid employees).

12. **PREDECESSOR EMPLOYER (1.63).** The Plan elects under Section 1.63 to credit as Service the following Predecessor Employer service (Choose one of (a) or (b)):

(a)  **Not applicable.** No elective Predecessor Employer Service crediting applies.

(b)   **Applies.** The Plan credits the specified service with the following designated Predecessor Employers as Service for the Employer for the purposes indicated (Choose (1) and (2) as applicable):

(1)   **All purposes.** Credit Service for all purposes with Predecessor Employer(s): \_\_\_\_\_ (insert as many names as needed).

(2)   **Describe:** \_\_\_\_\_ (e.g., for vesting purposes only, credit service with X only on or after 1/1/06).

**ARTICLE II  
ELIGIBILITY REQUIREMENTS**

13. **ELIGIBILITY/ELECTIVE DEFERRALS (Universal Availability) (2.01(A)).** An Employee (other than an Excluded Employee) becomes a Participant in the Elective Deferral portion of the Plan on his/her first day of employment with the Employer. [Note: Elections 14-17 do not apply to Elective Deferrals.]

14. **ELIGIBILITY NONELECTIVE/MATCHING CONTRIBUTIONS (2.01(B)).** To become a Participant in the Nonelective Contribution portion, or in the Matching Contributions portion of the Plan, an Employee must satisfy the following eligibility condition(s): (Choose (a) or choose one or more of (b) through (f) as applicable):

[Note: For this Election 14, unless described otherwise in Election 14(f), or the context otherwise requires, Matching includes all Matching Contribution and Employee Contributions; and Nonelective includes all Nonelective Contributions (except Operational QNECs). This Election does not apply to Safe Harbor Contributions, but see Election 24(g). If the Plan is subject to ERISA, eligibility conditions must comply with ERISA §202, which is similar to Code §410(a).]

- |   | (1)<br>All<br>Contributions<br>(except Elective<br>Deferrals) | OR | (2)<br>Matching          | (3)<br>Nonelective<br>Contributions |
|---|---|----|--------------------------|-------------------------------------|
| (a) <input type="checkbox"/> <input type="checkbox"/> <b>None.</b> Entry on Employment Commencement Date or if later, upon the next following Plan Entry Date.  | <input type="checkbox"/>                                      | OR | <input type="checkbox"/> | <input type="checkbox"/>            |
| (b) <input type="checkbox"/> <input type="checkbox"/> <b>Age</b> _____ (not to exceed age 21).  | <input type="checkbox"/>                                      | OR | <input type="checkbox"/> | <input type="checkbox"/>            |
| (c) <input type="checkbox"/> <input type="checkbox"/> <b>One Year of Service.</b>   | <input type="checkbox"/>                                      | OR | <input type="checkbox"/> | <input type="checkbox"/>            |
| (d) <input type="checkbox"/> <input type="checkbox"/> <b>Two Years of Service</b> (without an intervening Break in Service).  | <input type="checkbox"/>                                      | OR | <input type="checkbox"/> | <input type="checkbox"/>            |
| (e) <input type="checkbox"/> <input type="checkbox"/> _____ <b>months</b> (not exceeding 12 months for Safe Harbor Contributions and not exceeding 24 months for other contributions). If more than 12 months, 100% vesting is required. Service need not be continuous (mere passage of time). | <input type="checkbox"/>                                      | OR | <input type="checkbox"/> | <input type="checkbox"/>            |
| (f) <input checked="" type="checkbox"/> <input type="checkbox"/> <b>Describe eligibility conditions:</b> Exhibit A<br>(e.g., as to all contributions, no eligibility requirements for faculty Employees and One Year of Service as to administrative staff Employees).                          |   |    |                          |                                     |

15. **YEAR OF SERVICE - ELIGIBILITY (2.02(A)).** (Choose (a), (b) and (c) as applicable): [Note: If the Employer under Election 14 elects a one or two Year(s) of Service condition or elects to apply a Year of Service for eligibility under any other Adoption Agreement election, the Employer should complete Election 15. The Employer should not complete Election 15 if it elects the Elapsed Time Method for eligibility.]

- (a)  **Year of Service.** An Employee must complete \_\_\_\_\_ Hour(s) of Service during the relevant Eligibility Computation Period to receive credit for one Year of Service under Article II: [Note: If the Plan is subject to ERISA, the number may not exceed 1,000. If left blank, the requirement is 1,000 Hours of Service.]
- (b)  **Subsequent Eligibility Computation Periods.** After the Initial Eligibility Computation Period described in Section 2.02(C), the Plan measures Subsequent Eligibility Computation Periods as (Choose one of (1) or (2)):
  - (1)  **Plan Year.** The Plan Year, beginning with the Plan Year which includes the first anniversary of the Employee's Employment Commencement Date.
  - (2)  **Anniversary Year.** The Anniversary Year, beginning with the Employee's second Anniversary Year.

[Note: To maximize delayed entry under a two Years of Service condition for Nonelective Contributions or Matching Contributions, the Employer should elect to remain on the Anniversary Year for such contributions.]

- (c)  **Describe:** \_\_\_\_\_ (e.g., Anniversary Year as to doctors and Plan Year as to other employees OR 500 Hours of Service for Matching Contributions and 1,000 Hours of Service for Nonelective Contributions).

16. **ENTRY DATE (2.02(D)).** The Entry Date means the Effective Date and (Choose one or more of (a) through (f) as applicable):

[Note: For this Election 16, unless described otherwise in Election 16(f), Matching includes all Matching Contributions and Employee Contributions; and Nonelective includes all Nonelective Contributions (except Operational QNECs).]

	(1) Matching	(2) Nonelective Contributions
(a) <input type="checkbox"/> <b>Semi-annual.</b> The first day of the first month and of the seventh month of the Plan Year.	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> <b>First day of Plan Year.</b>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> <b>First day of each Plan Year quarter.</b>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> <b>The first day of each month.</b>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input checked="" type="checkbox"/> <b>Immediate.</b> Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) <input type="checkbox"/> <b>Describe:</b> _____ (e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees).		

17. **PROSPECTIVE/RETROACTIVE ENTRY DATE (2.02(D)).** An Employee after satisfying the eligibility conditions in Election 14 will become a Participant (unless an Excluded Employee under Election 7) on the Entry Date (if employed on that date) (Choose one or more of (a) through (f) as applicable):

[Note: Unless otherwise excluded under Election 8, if this is an ERISA plan, an Employee who remains employed by the Employer on the relevant date must become a Participant by the earlier of: (i) the first day of the Plan Year beginning after the date the Employee completes the age and service requirements of ERISA §202 (Code §410(a)); or (ii) 6 months after the date the Employee completes those requirements. For this Election 17, unless described otherwise in Election 17(f), Matching includes all Matching Contributions and Employee Contributions; and Nonelective includes all Nonelective Contributions, (except Operational QNECs).]

	(1) Matching	(2) Nonelective Contributions
(a) <input checked="" type="checkbox"/> <b>Immediately following or coincident with</b> the date the Employee completes the eligibility conditions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) <input type="checkbox"/> <b>Immediately following</b> the date the Employee completes the eligibility conditions.	<input type="checkbox"/>	<input type="checkbox"/>

- (c)   **Immediately preceding or coincident with** the date the Employee completes the eligibility conditions.
- (d)   **Immediately preceding** the date the Employee completes the eligibility conditions.
- (e)   **Nearest** the date the Employee completes the eligibility conditions.
- (f)   **Describe:** \_\_\_\_\_  
(e.g., nearest as to faculty Employees and immediately following as to administrative staff Employees).

**ARTICLE III  
PLAN CONTRIBUTIONS AND FORFEITURES**

AMOUNT AND TYPE(S) (3.01). The amount and type(s) of contributions for a Plan Year or other specified period are those described in Election 6 above and in the Article III elections below.

18. SALARY REDUCTION AGREEMENT (1.61). A Participant may make an election to defer his/her Compensation and have it contributed to the Plan. The Participant prospectively may modify or revoke a Salary Reduction Agreement, or may file a new Salary Reduction Agreement following a prior revocation, at least once per Plan Year or more frequently as specified in the Plan's Salary Reduction Agreement. The Salary Reduction Agreement also may specify a maximum or minimum deferral limit and other conditions.

19. AUTOMATIC DEFERRALS (3.02(B)). The Automatic Deferral provisions of Section 3.02(B) (*Choose one of (a) or (b)*):

[*Note: If the Plan is a safe harbor Plan that applies the QACA provisions of Section 3.04(J), complete Election 20(b) and select Election 19(a).*]

- (a)  **Do not apply.**
- (b)   **Apply.** The Automatic Deferral Effective Date is: \_\_\_\_\_ (*specify date*). Unless the Participant makes a Contrary Election (*Complete (1) or (2). Complete (3). Choose (4) as applicable.*):
  - (1)   **Automatic Deferral Amount (constant)**. The Employer will withhold \_\_\_\_\_% from a Participant's Compensation each payroll period.
  - (2)   **Automatic Deferral Amount (scheduled increases)**. As of the beginning of a Plan Year, the Employer will withhold from a Participant's Compensation each payroll period the Automatic Deferral percentage below that corresponds to the number of Plan Year(s) (or partial plan years) to which the Participant has been subject to the Automatic Deferral arrangement, including the current Plan Year:

Automatic Deferral Percentage	Plan Year(s) of Automatic Deferral
_____ %	1
_____ %	2
_____ %	3
_____ %	4
_____ %	5
_____ %	6 or more

- (3) **Participants affected.** The Automatic Deferral applies to (*Choose one of a., b., c., or d.*):
  - a.   **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until they make a Contrary Election after the Automatic Deferral Effective Date.
  - b.   **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Automatic Deferral Elective Date, are deferring an amount which is at least equal to the Automatic Deferral Amount.
  - c.   **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date regardless of the Elective Deferral amount under the Agreement.
  - d.   **New Participants.** Each Employee whose Entry Date is on or following the Automatic Deferral Effective Date. [*Note: Based on the proposed regulations, Election 19(b)(3)(d) will not satisfy the uniformity requirements of a EACA.*]

(4)   **Describe Automatic Deferral:** \_\_\_\_\_

20. QACA AUTOMATIC DEFERRALS (3.04(J)). The QACA provisions of Section 3.04(J) (*Choose one of (a) or (b)*):

- (a)  **Do not apply.**

(b)  **Apply.** The Automatic Deferral Effective Date is: \_\_\_\_\_ (specify date). Unless the Participant makes a Contrary Election (Choose one of (1), (2) or (3). Choose (4)):

(1)  **Automatic Deferral Amount (constant).** The Employer will withhold \_\_\_\_\_% from a Participant's Compensation each payroll period.

[Note: In order to satisfy the QACA requirements, enter an amount between 6% and 10%..]

(2)  **Statutory QACA Automatic Deferral Amount (statutory scheduled increases).** As of the beginning of a Plan Year, the Employer will withhold from a Participant's Compensation each payroll period the Automatic Deferral percentage below that corresponds to the number of Plan Year(s) (or partial plan years) to which the Participant has been subject to the Automatic Deferral arrangement, including the current Plan Year:

Automatic Deferral Percentage	Plan Year(s) of Automatic Deferral
3%	1
3%	2
4%	3
5%	4
6%	5 or more

(3)  **Alternative Automatic Deferral Amount (described scheduled increases).** As of the beginning of a Plan Year, the Employer will withhold from a Participant's Compensation each payroll period the Automatic Deferral percentage below that corresponds to the number of Plan Year(s) (or partial plan years) to which the Participant has been subject to the Automatic Deferral arrangement, including the current Plan Year:

Automatic Deferral Percentage	Plan Year(s) of Automatic Deferral
_____ %	1
_____ %	2
_____ %	3
_____ %	4
_____ %	5 or more

[Note: In order to satisfy the QACA requirements, an alternative Automatic Deferral Amount schedule must require, for each Plan Year, an Automatic Deferral Amount that is at least equal to the Automatic Deferral Amount under the schedule in Election 20(b)(2) immediately above. See Section 3.04(J)(2).]

(4)  **Nonelecting/All Participants.** The Automatic Deferrals will apply to (Choose one of a., b. or c.):

- a.  **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until they make a Contrary Election after the Automatic Deferral Effective Date.
- b.  **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Automatic Deferral Elective Date, are deferring an amount which is at least equal to the Automatic Deferral Amount.
- c.  **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date regardless of the Elective Deferral amount under the Agreement.

21. **CATCH-UP DEFERRALS (3.02(D) and (E)).** A Participant otherwise eligible to do so (Choose one of (a) or (b)):

(a)  **Permitted.** May make the following Catch-Up Deferrals to the Plan (Choose (1) or (2) or both as applicable).

- (1)  **Age 50 Catch-Up.**
- (2)  **Qualified Organization Catch-Up.**

(b)  **Not Permitted.** May not make any Catch-Up Deferrals to the Plan.

22. **MATCHING CONTRIBUTIONS (EXCLUDING SAFE HARBOR MATCH AND ADDITIONAL MATCH UNDER SECTION 3.04) (3.03(A)).** The Employer Matching Contributions under Election 6(c) are subject to the following additional elections regarding type (discretionary/fixed), rate/amount, limitations and time period (collectively, such elections are "the matching formula") and the allocation of Matching Contributions is subject to Section 3.06 except as otherwise provided. (Choose one or more of (a) through (f) as applicable; then, for the elected match, complete (1) and (2) as applicable. If the Employer completes (2), also complete one of (3), (4), or (5)):

[Note: If the Employer wishes to make any Matching Contributions that satisfy the ACP safe harbor, the Employer should make these Elections under Election 24, and not under this Election 22.]

	(1) Match Rate/Amt [\$/% of Elective Deferrals]	(2) Limit on Deferrals Matched [\$/% of Compensation]	(3) Apply limit(s) per Plan Year ["true-up"]	(4) Apply limit(s) per payroll period [no "true-up"]	(5) Apply limit(s) per designated time period [no "true-up"]
(a) <input type="checkbox"/> <input type="checkbox"/> <b>Discretionary</b> – see Section 1.45(B) (The Employer may, but is not required to complete (a)(1)-(5). See the "Note" following Election 22.)	_____	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> _____
(b) <input type="checkbox"/> <input type="checkbox"/> <b>Fixed</b> – uniform rate/amount	_____	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> _____
(c) <input type="checkbox"/> <input type="checkbox"/> <b>Fixed</b> – tiered	<b>Elective Deferral %</b> _____% _____% _____% _____%	<b>Matching Rate</b> _____% _____% _____% _____%	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> _____
(d) <input type="checkbox"/> <input type="checkbox"/> <b>Fixed</b> – Years of Service for Vesting (see Elections 36 and 37, unless the Employer indicates otherwise in (f))	<b>Years of Service</b> _____ _____ _____ _____	<b>Matching Rate</b> _____% _____% _____% _____%	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> _____

(e)   **Related and Participating Employers.** If any Related and Participating Employers contribute Matching Contributions to the Plan, the following apply (Complete (1) and (2)):

(1) **Matching formula.** The matching formula for the Participating Employer(s) (Choose one of a. or b.):

a.   **All the same.** Is (are) the same as for the Signatory Employer under this Election 22.

b.   **At least one different.** Is (are) as follows: \_\_\_\_\_.

(2) **Allocation sharing.** The Plan Administrator will allocate the Matching Contributions made by the Signatory Employer and by any Participating Employer (Choose one of a. or b.):

a.   **Employer by Employer.** Only to the Participants directly employed by the contributing Employer.

b.   **Across Employer lines.** To all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Matching Contributions for the Plan Year.

[Note: The Employer should not elect 22(e) unless there are Related Employers which are also Participating Employers. See Section 1.27(B).]

(f)   **Describe:** \_\_\_\_\_  
(e.g., A discretionary match applies to staff members. A fixed match equal to 50% of Elective Deferrals not exceeding 6% of Plan Year Compensation applies to professors).

[A Participant's Elective Deferral percentage is equal to the Participant's Elective Deferrals divided by his/her Compensation. The matching rate/amount is the specified rate/amount of match for the corresponding Elective Deferral amount/percentage. Any Matching

*Contributions apply to Pre-Tax Deferrals and to Roth Deferrals unless described otherwise in Election 22(f). The Employer under Election 22(a) in its discretion may determine the amount of a Discretionary Matching Contribution and the matching contribution formula. Alternatively, the Employer in Election 22(a) may specify the Discretionary Matching Contribution formula.]*

23. **MATCHING CATCH-UP DEFERRALS (3.03(B))**. If a Participant makes an Age 50 Catch-Up Deferral, the Employer (Choose one of (a) or (b)):

- (a)  **Match**. Will apply to the Age 50 Catch-Up Deferral (Choose one of (1) or (2)):
  - (1)  **All**. All Matching Contributions.
  - (2)  **Designated**. The following Matching Contributions in Election 22 \_\_\_\_\_.
- (b)  **No Match**. Will not match any Age 50 Catch-Up Deferrals.

*[Note: Regardless of the Employer's elections in Election 23, a safe harbor 403(b) Plan under Section 3.04 will apply all Matching Contributions to Catch-Up Deferrals.]*

24. **SAFE HARBOR CONTRIBUTIONS/ADDITIONAL MATCHING CONTRIBUTIONS (3.04)**. The Employer Safe Harbor contribution and Additional Matching Contributions (if any) are (If the Employer elected Safe Harbor Contributions under Election 6(e), choose one of (a) through (e). Choose (f), (g), (h) or (i) as applicable. If the Employer has elected any matching contribution, complete (j)-):

- (a)  **Basic Safe Harbor Matching Contribution**. A Matching Contribution equal to 100% of each Participant's Elective Deferrals not exceeding 3% of the Participant's Compensation, plus 50% of each Participant's Elective Deferrals in excess of 3% but not in excess of 5% of the Participant's Compensation.
- (b)  **QACA Safe Harbor Matching Contribution**. A Matching Contribution equal to 100% of a Participant's Elective Deferrals not exceeding 1% of the Participant's Compensation, plus 50% of each Participant's Elective Deferrals in excess of 1% but not in excess of 6% of the Participant's Compensation. *[Note: This election is available only if the Employer has selected the QACA automatic deferrals provisions under Election 20.]*
- (c)  **Enhanced Safe Harbor Matching Contribution**. (Choose one of (1) or (2)):
  - (1)  **Uniform percentage**. A Matching Contribution equal to \_\_\_\_\_% of each Participant's Elective Deferrals but not as to Elective Deferrals exceeding \_\_\_\_\_% of the Participant's Compensation.
  - (2)  **Tiered formula**. A Matching Contribution equal to the specified matching rate for the corresponding level of each Participant's Elective Deferrals percentage. A Participant's Elective Deferrals percentage is equal to the Participant's Elective Deferrals divided by his/her Compensation.

<u>Elective Deferral Percentage</u>	<u>Matching Rate</u>
_____ %	_____ %
_____ %	_____ %
_____ %	_____ %

*[Note: The matching rate may not increase as the Elective Deferral percentage increases, no HCE may be eligible for a greater rate of match than any NHCE at any level of Elective Deferrals, and at any rate of Elective Deferrals, a Participant will receive a Matching Contribution that is at least equal to the match the Participant would receive under Election 24(a), or in the case of a QACA, under Election 24(b).]*

- (d)  **Safe Harbor Nonelective Contribution**. The Safe Harbor Nonelective Contribution equals \_\_\_\_\_% of a Participant's Compensation. *[Note: The amount in the blank must be at least 3%. The Safe Harbor Nonelective Contribution applies toward (offsets) most other Employer Nonelective Contributions. See Section 3.04(E)(11).]*
- (e)  **Safe Harbor Nonelective Contribution/delayed year-by-year election (maybe and supplemental notices)**. In connection with the Employer's provision of the maybe notice under Section 3.04(I)(1), the Employer elects into safe harbor status by giving the supplemental notice and by making this Election 24(e) to provide for a Safe Harbor Nonelective Contribution equal to \_\_\_\_\_% (specify amount at least equal to 3%) of a Participant's Compensation. This Election 24(e) and safe harbor status applies for the Plan Year ending: \_\_\_\_\_ (specify Plan Year end), which is the Plan Year to which the Employer's maybe and supplemental notices apply.

*[Note: If the Employer makes a delayed election into safe harbor status under Section 3.04(I)(1), the Employer must amend the Plan to provide for a Safe Harbor Nonelective Contribution equal to at least 3% of each Participant's Compensation. The Employer may make this amendment by substitute Adoption Agreement page (electing Election 24(e)) or by another form of amendment under Section 9.02(B). An Employer using the maybe notice should not elect a Safe Harbor Nonelective Contribution under Election 24(d) unless the Employer intends to continue safe harbor status under this election in the subsequent Plan Year. By making its amendment into safe harbor status*

*under Election 24(e), the Employer avoids the need to further amend the Plan if the Employer is not certain that it will apply the safe harbor in the subsequent Plan Year. By contrast, an Employer which gave the maybe notice and has decided to make the Safe Harbor Nonelective Contribution for that year and for future years should use Election 24(d). If the Employer gives the maybe notice and the Employer will or may make Matching Contributions, the Employer should elect Additional Matching under Election 24(i)(and should not elect Matching Contributions under Election 22) if it wishes to avoid ACP testing.]*

- (f) **Participants who will receive Safe Harbor Contributions.** The allocation of Safe Harbor Contributions (Choose one of (1), (2) or (3)):
  - (1)  **Applies to all Participants.** Applies to all Participants except as may be limited under Election 24(g).
  - (2)  **NHCEs only.** Is limited to NHCE Participants only and may be limited further under Election 24(g). No HCE will receive a Safe Harbor Contribution allocation.
  - (3)  **NHCEs and designated HCEs.** Is limited to NHCE Participants and to the following HCE Participants and may be limited further under Election 24(g): \_\_\_\_\_

*[Note: Any HCE allocation group the Employer describes under Election 24(f)(3) must be definitely determinable.]*

- (g)  **Early Elective Deferrals/delay of Safe Harbor Contribution.** The Employer under this Election 24(g) limits the allocation of any Safe Harbor Contribution under Election 24 for a Plan Year to those Participants: (i) who have attained age 21; (ii) who have completed one Year of Service; and (iii) who the Plan Administrator in applying the OEE rule described in Section 4.05(C), treats as benefiting in the disaggregated plan covering the Includible Employees. Those Participants in the Plan Year whom the Plan Administrator treats as Otherwise Excludible Employees will not receive any Safe Harbor Contribution allocation and the Plan Administrator will apply the ACP test to the disaggregated plan benefiting the Otherwise Excludible Employees.
- (h)  **Another plan.** The Employer will make the Safe Harbor Contribution to the following defined contribution plan: \_\_\_\_\_

- (i)  **Additional Matching Contributions.** (Choose (1), and/or (2) as applicable):
  - (1)  **Fixed Additional Matching Contribution.** The following Fixed Additional Matching Contribution (Choose (a) and (b) as applicable):
    - a.  **Uniform percentage.** A Matching Contribution equal to \_\_\_\_\_% of each Participant's Elective Deferrals but not as to Elective Deferrals exceeding \_\_\_\_\_% of the Participant's Compensation.
    - b.  **Tiered formula.** A Matching Contribution equal to the specified matching rate for the corresponding level of each Participant's Elective Deferral percentage. A Participant's Elective Deferral percentage is equal to the Participant's Elective Deferrals divided by his/her Compensation.

<u>Elective Deferral Percentage</u>	<u>Matching Rate</u>
_____ %	_____ %
_____ %	_____ %
_____ %	_____ %

*[Note: If the Employer wishes to avoid ACP testing on its Fixed Additional Matching Contributions: (i) the matching rate may not increase as the Elective Deferral percentage increases; (ii) no HCE may be entitled a greater rate of match than any NHCE; and (iii) the Employer must limit Elective Deferrals taken into account for the Matching Contribution to 6% of Plan Year Compensation.]*

- (2)  **Discretionary Additional Matching Contribution.** The Employer may make a Discretionary Additional Matching Contribution. If the Employer makes a Discretionary Additional Matching Contribution, the Plan limits a Participant's Elective Deferrals which are subject to the Additional Discretionary Matching Contribution to 6% of Plan Year Compensation. The Plan also limits the amount of a Participant's Additional Discretionary Matching Contribution to 4% of Plan Year Compensation.

*[Note: If the Employer wishes to avoid ACP testing on its Discretionary Additional Matching Contributions: (i) the matching rate may not increase as the Elective Deferral percentage increases; and (ii) no HCE may be entitled a greater rate of match than any NHCE.]*

- (j)  **Time period.** For purposes of this any Matching Contribution under this Election 24, "Compensation" and "Elective Deferrals" mean Compensation and Elective Deferrals for: \_\_\_\_\_. *[Note: The Employer must complete the blank line with the applicable time period for computing the Employer's Basic Match, such as "each payroll period," "each calendar month," "each Plan Year quarter" or "the Plan Year."]*

25. **NONELECTIVE CONTRIBUTIONS (AMOUNT/TYPE) (3.05(A))**. The Employer Nonelective Contribution is (Choose one or more of (a) through (f) as applicable):

- (a)  **Discretionary.** An amount the Employer in its sole discretion may determine.

(b)  **Fixed.** (Choose one of (1), (2), or (3) as applicable):

(1)  **Uniform %.** \_\_\_\_\_% of each Participant's Compensation, per \_\_\_\_\_ (e.g., Plan Year, month).

(2)  **Fixed dollar amount.** \$ \_\_\_\_\_, per \_\_\_\_\_ (e.g., Plan Year, month).

(3)  **Describe:** \_\_\_\_\_

(c)  **Fixed – Permitted disparity.** (Choose one of (1) or (2) and complete (3)):

(1)  **Excess formula.** (Complete both percentages)

\_\_\_\_\_ % of each Participant's Compensation for the Plan Year,

plus

\_\_\_\_\_ % of each Participant's Compensation for the Plan Year in excess of the integration level. [Note: Unless the Plan is a governmental or church plan, the second percentage may not exceed the lesser of the first percentage or the applicable percentage described in the maximum disparity table. See Plan Section 3.05(B)(2).]

(2)  **Step-rate formula.** (Complete both percentages)

\_\_\_\_\_ % of each Participant's Compensation for the Plan Year which does not exceed the integration level,

plus

\_\_\_\_\_ % of each Participant's Compensation for the Plan Year in excess of the integration level. [Note: Unless the Plan is a governmental or church plan, the difference between the second percentage and the first percentage may not exceed the lesser of the first percentage or the applicable percentage described in the maximum disparity table. See Plan Section 3.05(B)(2).]

(3) **Excess Compensation.** For purposes of Section 3.05(B)(2), "Excess Compensation" means Compensation in excess of (Choose one of a. or b.):

a.  **Percentage amount.** \_\_\_\_\_ % of the taxable wage base in effect on the first day of the Plan Year, rounded to the next highest \$ \_\_\_\_\_ (not exceeding the taxable wage base unless the plan is a governmental or church plan).

b.  **Dollar amount.** The following integration level: \_\_\_\_\_  
 [Note: Unless this Plan is a governmental or church plan, the integration level cannot exceed the taxable wage base in effect for the Plan Year for which this Adoption Agreement first is effective.]

(d)  **One-time irrevocable election.** An amount elected by the Participant pursuant to a one-time irrevocable election upon initial eligibility. The elected amount will be allocated to the Participant's account as a Nonelective Contribution.

(e)  **Related and Participating Employers.** If any Related and Participating Employers contribute Nonelective Contributions to the Plan, the contribution formula(s) (Choose one of (1) or (2)):

(1)  **All the same.** Is (are) the same as for the Signatory Employer under this Election 25.

(2)  **At least one different.** Is (are) as follows: \_\_\_\_\_.

[Note: The Employer should not elect 25(e) unless there are Related Employers which are also Participating Employers. See Section 1.27. The Employer electing 25(e) also must complete Election 26(d) as to the allocation methods which apply to the Participating Employers.]

(f)  **Describe:** Exhibit A  
 (e.g., Discretionary as to faculty Participants and \$50 per month as to administrative staff Participants).

26. **NONELECTIVE CONTRIBUTION ALLOCATION (3.05(B)).** The Plan Administrator will allocate to each Participant any Nonelective Contribution (excluding QNECs and Safe Harbor Contributions) under the following contribution allocation formula (Choose one or more of (a) through (e) as applicable):

(a)  **Pro rata.** As a uniform percentage of Compensation.

(b)  **Incorporation of contribution formula.** The Plan Administrator will allocate any fixed Nonelective Contribution under Election 24, in accordance with the contribution formula the Employer adopts under that Election.



- (c)  **Permitted disparity.** In accordance with the permitted disparity allocation provisions of Section 3.05(B)(2); the following definition of "Excess Compensation" applies to the Plan (*Choose one of (1) or (2)*):
- (1)  **Percentage amount.** \_\_\_\_\_% of the taxable wage base in effect on the first day of the Plan Year, rounded to the next highest \$\_\_\_\_\_ (not exceeding the taxable wage base unless the plan is a governmental or church plan).
  - (2)  **Dollar amount.** The following integration level: \_\_\_\_\_  
*[Note: Unless the Plan is a governmental or church plan, the integration level cannot exceed the taxable wage base in effect for the Plan Year for which this Adoption Agreement first is effective.]*
- (d)  **Related and Participating Employers.** If any Related and Participating Employers contribute Nonelective Contributions to the Plan, the Plan Administrator will allocate the Nonelective Contributions made by the Participating Employer(s) under Election 25(e) (*Complete (1) and (2)*):
- (1) **Allocation Method.** (*Choose one of a. or b.*):
    - a.  **All the same.** Using the same allocation method as applies to the Signatory Employer under this Election 26.
    - b.  **At least one different.** Under the following allocation method(s): \_\_\_\_\_.
  - (2) **Allocation sharing.** The Plan Administrator will allocate the Nonelective Contributions made by the Signatory Employer and by any Participating Employer (*Choose one of a. or b.*):
    - a.  **Employer by Employer.** Only to the Participants directly employed by the contributing Employer.
    - b.  **Across Employer lines.** To all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Nonelective Contributions for the Plan Year.

*[Note: The Employer should not elect 26(d) unless there are Related Employers which are also Participating Employers. See Section 1.27 and Election 25(e). If the Employer elects 26(d)(2)a., the Employer should also elect 10(b)(7)b., to disregard the Compensation paid by "Y" Participating Employer in determining the allocation of the "X" Participating Employer contribution to a Participant (and vice versa) who receives Compensation from both X and Y. If the Employer elects 26(d)(2)b., the Employer should not elect 10(b)(7)b. Election 26(d)(2)a. does not apply to Safe Harbor Nonelective Contributions.]*

- (e)  **Describe:** Exhibit A  
 (e.g., Pro rata as to faculty Participants and Permitted Disparity as to administrative staff Participants).

27. **ALLOCATION CONDITIONS (3.06(B)).** The Plan does not apply any allocation conditions to: (1) Elective Deferrals; (2) Safe Harbor Contributions; (3) Employee Contributions; (4) Additional Matching Contributions; or (5) Rollover Contributions. To receive an allocation of Matching Contributions, Nonelective Contributions (including QNECs except as described otherwise below and except as provided in Section 3.06(A)), or Participant forfeitures, a Participant must satisfy the following allocation condition(s) (*Choose one or more of (a) through (e) as applicable*):

	(1) All Employer Contributions and Forfeitures	OR	(2) Matching	OR	(3) Nonelective Contributions
(a) <input checked="" type="checkbox"/> <b>None.</b>	<input type="checkbox"/>	OR	<input type="checkbox"/>	OR	<input type="checkbox"/>
(b) <input type="checkbox"/> <b>501 HOS/terminees</b> (91 consecutive days if Elapsed Time).	<input type="checkbox"/>	OR	<input type="checkbox"/>	OR	<input type="checkbox"/>
(c) <input type="checkbox"/> <b>Last day of the Plan Year.</b>	<input type="checkbox"/>	OR	<input type="checkbox"/>	OR	<input type="checkbox"/>
(d) <input type="checkbox"/> <b>1,000 HOS</b> (182 consecutive days if Elapsed Time) <b>in the Plan Year.</b>	<input type="checkbox"/>	OR	<input type="checkbox"/>	OR	<input type="checkbox"/>
(e) <input type="checkbox"/> <b>Describe:</b> _____ (e.g., last day of the Plan Year as to Nonelective Contributions for Related Employer "A" Participants. No allocation conditions for Related Employer "B" Participants.)					

*[Note: Unless the Plan is a governmental or church plan, the Employer under election 27(e) may not impose an Hour of Service condition exceeding 1,000 Hours of Service in a Plan Year.]*

28. **ALLOCATION CONDITIONS – APPLICATION/WAIVER/SUSPENSION (3.06(D)/(F)).** Under Section 3.06(D), in the event of Severance from Employment as described below, apply or do not apply Election 27(b) through (e) allocation conditions to the specified

contributions/forfeitures as follows (If the Employer elects 27(b), (c), (d), or (e), the Employer must complete Election 28. Choose one of (a) or (b). Complete (c)):

[Note: For this Election 28, except as the Employer describes otherwise in Election 27(e) or as provided in Sections 3.05(C)(1) regarding Operational QNECs, Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply.]

- (a)  **Total waiver or application.** If a Participant incurs a Severance from Employment on account of or following death, Disability or attainment of Normal Retirement Age (Choose one of (1) or (2)):
  - (1)  **Do not apply.** Do not apply elected allocation conditions to Matching Contributions, to Nonelective Contributions or to forfeitures.
  - (2)  **Apply.** Apply elected allocation conditions to Matching Contributions, to Nonelective Contributions and to forfeitures.

(1) Matching, Nonelective and Forfeitures	(2) Matching	(3) Nonelective	(4) Contributions
--	-----------------	--------------------	----------------------

- (b)  **Application/waiver as to Contribution Types amounts/events.** If a Participant incurs a Severance from Employment, apply allocation conditions *except* such conditions are waived if Severance is on account of or following death, Disability or attainment of Normal Retirement Age as specified, and as applied to the specified Contribution Types/forfeitures (Choose (1), (2) and (3) as applicable):

- |  |     |           |     |           |     |           |     |
|--|-----|-----------|-----|-----------|-----|-----------|-----|
| (1) <input type="checkbox"/> <b>Death.</b>                 | [ ] | <b>OR</b> | [ ] | <b>OR</b> | [ ] | <b>OR</b> | [ ] |
| (2) <input type="checkbox"/> <b>Disability.</b>            | [ ] | <b>OR</b> | [ ] | <b>OR</b> | [ ] | <b>OR</b> | [ ] |
| (3) <input type="checkbox"/> <b>Normal Retirement Age.</b> | [ ] | <b>OR</b> | [ ] | <b>OR</b> | [ ] | <b>OR</b> | [ ] |

- (c) **Suspension.** The suspension of allocation conditions of Section 3.06(F) (Choose one of (1) or (2)):

- (1)  **Applies.** Applies as follows (Choose one of a., b., or c.):
  - a.  **Both.** Applies both to Nonelective Contributions and to Matching Contributions.
  - b.  **Nonelective.** Applies only to Nonelective Contributions.
  - c.  **Match.** Applies only to Matching Contributions.
- (2)  **Does not apply.**

29. **FORFEITURE ALLOCATION METHOD (3.07(A)).** The Plan Administrator will allocate a Participant forfeiture attributable to Nonelective Contributions or to Matching Contributions as follows (Choose one or more of (a) through (f) as applicable. Choose (e) only in conjunction with at least one other election):

- |  | (1)<br>All<br>Forfeitures | (2)<br>Matching<br>Forfeitures | (3)<br>Nonelective<br>Forfeitures |
|--|---------------------------|--------------------------------|-----------------------------------|
| (a) <input type="checkbox"/> <b>Additional Nonelective.</b> Allocate as additional Discretionary Nonelective Contribution.                             | [ ]                       | <b>OR</b>                      | [ ]                               |
| (b) <input type="checkbox"/> <b>Additional Match.</b> Allocate as additional Discretionary Matching Contribution.                                      | [ ]                       | <b>OR</b>                      | [ ]                               |
| (c) <input type="checkbox"/> <b>Reduce Nonelective.</b> Apply to fixed Nonelective Contribution (including as a Safe Harbor Nonelective Contribution). | [ ]                       | <b>OR</b>                      | [ ]                               |

- (d)  **Reduce Match.** Apply to fixed Matching Contribution (including as a Basic Matching Contribution, or an Enhanced Matching Contribution).  **OR**
- (e)  **Plan Expenses.** Pay reasonable Plan expenses first (See Section 7.04(C)), then allocate in the manner described above.  **OR**
- (f)  **Describe:** \_\_\_\_\_  
 (e.g., Forfeitures attributable to transferred balances from Plan X are allocated only to former Plan X participants).

[Note: Even if the Employer elects immediate vesting, the Employer should complete Election 29. See Section 7.07.]

30. **FORFEITURE ALLOCATION TIMING (3.07(B)).** Once a forfeiture occurs, this Election 30 determines the timing of the forfeiture allocation. The Plan Administrator will allocate a Participant's forfeiture (Choose one of (a) or (b)):

- |   | (1)<br>All<br>Forfeitures | OR | (2)<br>Nonelective<br>Forfeitures | (3)<br>Matching<br>Forfeitures |
|---|---------------------------|----|-----------------------------------|--------------------------------|
| (a) <input type="checkbox"/> <b>Same Plan Year.</b> In the same Plan Year in which the designated forfeitures occur.                    | <input type="checkbox"/>  |    | <input type="checkbox"/>          | <input type="checkbox"/>       |
| (b) <input type="checkbox"/> <b>Next Plan Year.</b> In the Plan Year following the Plan Year in which the designated forfeitures occur. | <input type="checkbox"/>  |    | <input type="checkbox"/>          | <input type="checkbox"/>       |

[Note: The elected forfeiture allocation timing applies irrespective of when the Employer makes its contribution(s), if any, for a Plan Year. Even if the Employer elects immediate vesting, the Employer should complete Election 30. See Section 7.07.]

31. **EMPLOYEE (AFTER-TAX) CONTRIBUTIONS (3.10).** The following additional elections apply to Employee Contributions under Election 6(f). (Complete (a) and (b) if the Employer made Election 6(f)):

- (a) **Limitations.** The Plan permits Employee Contributions subject to the following limitations, if any, in addition to those already imposed under the Plan (Choose one of (1) or (2)):
- (1)  **None.** No additional limitations.
- (2)  **Additional limitations.** The following additional limitations: \_\_\_\_\_

[Note: Any designated limitation(s) must be the same for all Participants and must be definitely determinable.]

(b) **Matching Contributions.** (Choose one of (1) or (2)):

- (1)  **None.** The Employer will not make any Matching Contributions based on Employee Contributions.
- (2)  **Applies.** For each Plan Year, the Employer's Matching Contribution made as to Employee Contributions is: \_\_\_\_\_

**ARTICLE IV  
LIMITATIONS AND TESTING**

32. **ANNUAL TESTING ELECTIONS (4.05(B)).** The Employer makes the following Plan specific annual testing elections under Section 4.05(B). These elections under (a) and (b) are effective for the Plan Years indicated and remain in effect until the Employer amends the Plan. (Complete both (a) and (b). Choose (c) if applicable):

(a) **HCE Determination.** (Complete both (1) and (2)):

- (1) **Top-paid group election.** (Choose one of a. or b.):
- a.  **Does not apply.**
- b.  **Applies.**
- (2) **Calendar year data election (fiscal year Plan only).** (Choose one of a. or b.):
- a.  **Does not apply.**
- b.  **Applies.**

(b) **ACP test/Safe Harbor.** (Choose one of (1) through (3)):

(1)  **Not applicable.** The Plan does not permit Matching Contributions or Employee Contributions.

(2)  **ACP test applies.** (Choose one of a. or b.):

a.  **Current year testing method.**

b.  **Prior year testing method.**

(3)  **Safe Harbor.** The Plan does not apply the ACP test.

(c)  **401(m) first Plan Year (Prior Year Testing).** The following election applies for the Plan Year commencing: \_\_\_\_\_  
(Choose one of (1) or (2)):

(1)  **Deemed 3% NHCE ACP.**

(2)  **Actual.** Apply actual NHCE current year ACP data.

**ARTICLE V  
VESTING REQUIREMENTS**

33. **NORMAL RETIREMENT AGE (5.01).** A Participant attains Normal Retirement Age under the Plan on the following date (Choose one of (a) or (b)):

(a)  **Specific age.** The date the Participant attains age 55. [Note: If the Plan is subject to ERISA, the age may not exceed age 65.]

(b)  **Age/participation.** The later of the date the Participant attains age \_\_\_\_\_ or the \_\_\_\_\_ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan. [Note: If the Plan is subject to ERISA, the age may not exceed age 65 and the anniversary may not exceed the 5th.]

34. **ACCELERATION ON DEATH OR DISABILITY (5.02).** Under Section 5.02, if a Participant incurs a Severance from Employment as a result of death or Disability (Choose one of (a), (b) or (c)):

(a)  **Applies.** Apply 100% vesting.

(b)  **Not applicable.** Do not apply 100% vesting. The Participant's vesting is in accordance with the applicable Plan vesting schedule.

(c)  **Limited application.** Apply 100% vesting, but only if a Participant incurs a Severance from Employment as a result of (Choose one of (1) or (2)):

(1)  **Death.**

(2)  **Disability.**

35. **VESTING SCHEDULE (5.03).** A Participant has a 100% Vested interest at all times in his/her Accounts attributable to Elective Deferrals, QNECs, Employee Contributions, Safe Harbor Contributions (other than QACA Safe Harbor Contributions), and Rollover Contributions. The following vesting schedules apply to Matching Contributions and to Nonelective Contributions, except that the vesting schedule in (c) applies only to QACA Matching Contributions or to Nonelective Contributions in a QACA) (Choose one of (a) or (b) as applicable; Choose (c) only if the Plan is a QACA. Choose (d) if applicable.):

[Note: The Employer must provide immediate 100% vesting if the Service condition under Election 14 exceeds one Year of Service or more than twelve months.]

(a)  **Immediate vesting.** 100% Vested at all times in all Accounts.

[Note: The Employer should elect 35(b) if any Contribution Type is subject to a vesting schedule. If the Employer elects immediate vesting under 35(a), the Employer should not complete the balance of Election 35 or Elections 36 and 37, except as noted therein. If the Plan is subject to ERISA, the Employer must elect 35(a) if the eligibility Service condition under Election 14 as to all Contribution Types (except Elective Deferrals and Safe Harbor Contributions) exceeds one Year of Service or more than 12 months. The Employer must elect 35(b)(1) as to any Contribution Type where the eligibility service condition exceeds one Year of Service or more than 12 months.]

(b)  **Vesting schedules:** Apply the following vesting schedules to any Account other than QACA Safe Harbor Contributions (Choose one or more of (1) through (5) as applicable):

	(1) All Contributions		(2) Nonelective	(3) Matching	(4) Additional Matching (see Section 3.04)
(1) <input type="checkbox"/> Immediate vesting.	N/A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> 6-year graded.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> 3-year cliff.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> Modified.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Years of Service</u>	<u>Vested %</u>				
Less than 1	_____				
1	_____				
2	_____				
3	_____				
4	_____				
5	_____				
6 or more	<u>100%</u>				
(5) <input type="checkbox"/> Non-ERISA.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Years of Service</u>	<u>Vested %</u>				
_____	_____				
_____	_____				
_____	_____				
_____	_____				
_____ or more	<u>100%</u>				

[Note: If the Plan is not subject to ERISA, there is no legal limit to the length of a 403(b) plan's vesting schedule in 35(b)(5). If the Plan is subject to ERISA, the vesting schedule must be at least as rapid as 6-year graded or 3-year cliff.]

(c)  **QACA vesting schedule:** Apply the following vesting schedule to QACA Safe Harbor Contributions. (Choose one of (1) through (3) if the Plan is a QACA):

(1)  **2-year cliff.** 100% Vested after the Participant completes 2 Years of Service.

(2)  **Immediate vesting.** 100% Vested at all times.

(3)  **Modified**

<u>Years of Service</u>	<u>Vested %</u>
Less than 1	a. _____
1	b. _____
2	<u>100%</u>

(d)  **Special vesting provisions:** \_\_\_\_\_

36. **YEAR OF SERVICE - VESTING (5.05).** (Complete both (a) and (b)): [Note: If the Employer elects the Elapsed Time Method or elects immediate vesting, the Employer should not complete Election 36 or 37 unless it elects to apply a Year of Service for vesting under Election 22(d)(1)b.]

(a)  **Year of Service.** An Employee must complete at least \_\_\_\_\_ Hours of Service during a Vesting Computation Period to receive credit for a Year of Service under Article V. [Note: If the Plan is subject to ERISA, the number may not exceed 1,000. If left blank, the requirement is 1,000.]

(b)  **Vesting Computation Period.** The Plan measures a Year of Service based on the following 12-consecutive month period (Choose one of (1) or (2)):

(1)  **Plan Year.**

(2)  **Anniversary Year.**

37. **EXCLUDED YEARS OF SERVICE - VESTING (5.05(C)).** The Plan excludes the following Years of Service for purposes of vesting (Choose (a) or choose one or more of (b) through (f) as applicable):

(a)  **None.** None other than as specified in Section 5.05(C)(1).

- (b)  **Age 18.** Any Year of Service before the Year of Service during which the Participant attained the age of 18.
- (c)  **Prior to Plan establishment.** Any Year of Service during the period the Employer did not maintain this Plan or a predecessor plan.
- (d)  **Parity Break in Service.** Any Year of Service excluded under the rule of parity. See Section 5.06(C).
- (e)  **Prior Plan terms.** Any Year of Service disregarded under the terms of the Plan as in effect prior to this restated Plan.
- (f)  **Additional exclusions.** Any Year of Service before: \_\_\_\_\_  
*[Note: If the Plan is subject to ERISA, any exclusion specified under Election 37(f) must comply with Code §411(a)(4), be definitely determinable, and not discriminate in favor of HCEs.]*

**ARTICLE VI  
DISTRIBUTION OF ACCOUNT BALANCE**

38. **INDIVIDUAL/GROUP ACCOUNTS (6.01).** The Plan (Choose one of (a) or (b)): *[Note: If an Employer elects (a), it does not complete any other elections under Article VI. If an Employer elects (b), it must complete the Elections 39-44.]*
- (a)  **Individual Accounts only.** Consists solely of individual Custodial Accounts or individual Annuity Contracts. A Participant will make distribution elections as provided in the Plan's distribution forms and consistent with the requirements of Article VI.
  - (b)  **Group Accounts.** Does not consist solely of individual Custodial Accounts or individual Annuity Contracts. The Plan includes a group Account. As to any group Accounts, Elections 39-44 apply. As to any individual Accounts, a Participant will make distribution elections as provided in the Plan's distribution forms and consistent with the requirements of Article VI.
39. **MANDATORY DISTRIBUTION (6.01(F)).** The Plan provides for Mandatory Distribution of a Participant's Vested Account Balance following Severance from Employment, as follows (Choose one of (a) or (b)):
- (a)  **No Mandatory Distribution.** The Plan will not make a Mandatory Distribution following Severance from Employment.
  - (b)  **Mandatory Distribution/Amount.** The Plan will make a Mandatory Distribution following Severance from Employment. The Mandatory Distribution maximum amount is equal to \$\_\_\_\_\_ (may not exceed \$5,000). In applying the Mandatory Distribution dollar limit in this Election 39(b), the Plan (Choose one of (1) or (2)):
    - (1)  **Disregards Rollover Contributions.**
    - (2)  **Includes Rollover Contributions.**

*Note: If the Mandatory Distribution amount exceeds \$1,000, the Plan must apply the automatic rollover rules of Section 6.08(D).*

40. **SEVERANCE DISTRIBUTION TIMING (6.01(B)).** A Participant is entitled to a distribution following Severance from Employment as soon as administratively practicable following the time specified below (Choose one of (a) through (f) as applicable):
- (a)  **Immediate.** Immediately following Severance from Employment.
  - (b)  **Next Valuation Date.** After the next Valuation Date following Severance from Employment.
  - (c)  **Plan Year.** In the \_\_\_\_\_ Plan Year following Severance from Employment (e.g., next or fifth).
  - (d)  **Plan Year quarter.** In the \_\_\_\_\_ Plan Year quarter following Severance from Employment (e.g., next or fifth).
  - (e)  **No distribution before Normal Retirement Age.** In the Plan Year in which the Participant attains Normal Retirement Age, or, if later, the Plan Year in which the Participant incurs a Severance from Employment.
  - (f)  **Describe distribution timing:** \_\_\_\_\_
41. **DISTRIBUTION METHOD (6.03).** A Participant who has incurred a Severance from Employment and who will receive a distribution other than a Mandatory Distribution may elect distribution under one of the following method(s) of distribution described in Section 6.03 (Choose one or more of (a) through (e) as applicable):
- (a)  **Lump sum.**
  - (b)  **Installments.**
  - (c)  **Installments for required minimum distributions only.**

(d)  **Annuity distribution option(s):** \_\_\_\_\_

(e)  **Describe:** Exhibit A  
 [Note: Any optional method of distribution may not be subject to Employer or Plan Administrator discretion.]

42. **JOINT AND SURVIVOR ANNUITY REQUIREMENTS (6.04).** The joint and survivor annuity distribution requirements of Section 6.04 (Choose one of (a) or (b)):

(a)  **Exception.** Do not apply because the Plan is not an ERISA Plan or do not apply to an Exempt Participant as described in Section 6.04(G).

(b)  **Applicable.** Apply to all Participants per the Employer's election.

43. **DISTRIBUTION PRIOR TO SEVERANCE/EVENTS (6.01(D)).** A Participant, prior to Severance from Employment may elect any of the following distribution options in accordance with Section 6.01(D). (Choose (a) or choose one or more of (b) through (g) as applicable): [Note: If the Employer elects any in-service distribution option, a Participant may elect to receive one in-service distribution per Plan Year unless the Plan's in-service distribution form provides for more frequent in-service distributions. Elections in Columns 3, 4, or 5 do not apply to elective deferrals.]

	(1) All Contributions		(2) Elective Deferral Account [(b)(1) or (b)(7)]	(3) Non- Deferral Account 403(b)(1) Annuity	(4) Non- Deferral Account 403(b)(7) Custodial	(5) 403(b)(9) RIA
(a) <input checked="" type="checkbox"/> <b>None.</b>	<input checked="" type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> <b>Age</b> _____ (must be at least 59 1/2).	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> <b>Age</b> _____ (less than 59 1/2).	N/A	<b>OR</b>	N/A	<input type="checkbox"/>	N/A	<input type="checkbox"/>
(d) <input type="checkbox"/> <b>Hardship (safe harbor).</b>	N/A	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	N/A	<input type="checkbox"/>
(e) <input type="checkbox"/> <b>Hardship (non-safe harbor).</b>	N/A	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	N/A	<input type="checkbox"/>
(f) <input type="checkbox"/> <b>Disability.</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> <b>Describe:</b> _____						

[Note: Election 43(g) may not permit a distribution prohibited by Section 6.01(E). Distribution from a Participant's Annuity Contract or RIA (other than Rollover or Employee Contributions) must be based upon a stated event such as participation for a fixed number of years, the attainment of a stated age or disability.]

44. **IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS (6.01(C)).** The following additional conditions apply to an In-Service Distributions under Election 43 (Choose one of (a) or (b)):

[Note: The Employer should complete Election 44 if the Employer elects any In-Service Distributions under Election 43.]

(a)  **Additional conditions.** (Complete (1). Choose (2) and (3) as applicable):

- (1)  **Vesting.** A Participant may receive an In-Service Distribution under Election 43 based on vesting in the distributing Account as follows (Choose one of a., b. or c.):
  - a.  **100% vesting required.** A Participant may not receive any In-Service Distribution unless the Participant is 100% Vested in the distributing Account.
  - b.  **100% vesting required except hardship.** A Participant may not receive any In-Service Distribution unless the Participant is 100% Vested in the distributing Account, unless the distribution is based on hardship.
  - c.  **Not required.** A Participant may receive an In-Service Distribution even from a partially-Vested Account, but the amount distributed may not exceed the Vested amount in the distributing partially-Vested Account.

(2)  **Minimum amount.** A Participant may not receive an In-Service Distribution in an amount which is less than: \$ \_\_\_\_\_  
(specify amount not exceeding \$1,000).

(3)  **Describe other conditions:** \_\_\_\_\_

[Note: An Employer's election under Election 44(a)(3) must not permit a distribution prohibited by Section 6.01(E).]

(b)  **No other conditions.** A Participant may elect to receive an In-Service Distribution upon any Election 43 event without further condition, provided that the amount distributed may not exceed the Vested amount in the distributing Account.

45. **EACA PERMISSIBLE WITHDRAWALS (6.01(D)(7)).** If the Employer maintains the Plan as a EACA, the Plan (Choose (a) or (b) only if the Plan is a EACA):

(a)  **Permissible withdrawals allowed.** Allows the following Participants to elect permissible withdrawals of all EACA Automatic Deferrals under Section 6.01(D)(7) (Choose one of (1) through (3)):

(1)  **All EACA Participants.** All Participants subject to EACA Automatic Deferrals under Section 6.01(D)(7).

(2)  **Participant with EACA Automatic Deferrals only.** Only Participants who do not have Deferral Contributions in the Plan prior to the EACA's effective date.

(3)  **Describe:** \_\_\_\_\_

(b)  **Permissible withdrawals not allowed.** Does not allow Participants to elect permissible withdrawals of Automatic Deferrals under Section 6.01(D)(7).

[Note: The Employer does not need to make a specific election to maintain the Plan as a EACA. The Plan is a EACA if the Employer has elected Automatic Deferrals in Elections 19 or 20 and the Automatic Deferral provisions satisfy the requirements of Sections 3.02(C) and 6.01(D)(7).]

**ARTICLE VII  
ADMINISTRATIVE PROVISIONS**

46. **ALLOCATION OF EARNINGS (7.04(B)(4)).** The Plan (Choose one of (a) or (b)):

(a)  **Individual Accounts only.** Consists solely of individual Custodial Accounts or individual Annuity Contracts. Apply the individual Account method described in Section 7.04(B)(4)(d).

(b)  **Group Accounts.** Does not consist solely of individual Custodial Accounts or individual Annuity Contracts. The Plan includes a group Account. As to any individual Accounts, apply the individual Account method described in Section 7.04(B)(4)(d). As to any group Accounts, the Plan allocates Earnings using the following method (Choose one or more of (1) through (4) as applicable):

	(1) All Contributions	OR	(2) Elective Deferrals	(3) Matching	(4) Nonelective Contributions
(1) <input checked="" type="checkbox"/> <b>Daily.</b>	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) <input type="checkbox"/> <b>Balance forward.</b>	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> <b>Weighted average.</b> If not a monthly weighting period, the weighting period is: _____.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> <b>Describe method:</b> _____					

47. **VALUATION DATES (7.04(B)(2)).** The Plan (Choose one of (a) or (b)):

(a)  **Individual Accounts only.** Consists solely of individual Custodial Accounts or individual Annuity Contracts. Apply the individual Account method described in Section 7.04(B)(4)(d).



(b)  **Group Accounts.** Does not consist solely of individual Custodial Accounts or individual Annuity Contracts. The Plan includes a group Account. As to any individual Accounts, apply the individual Account method described in Section 7.04(B)(4)(d). As to any group Accounts, in addition to the last day of the Plan Year, the Vendor must value the Funding Vehicle on the following Valuation Date(s) (Choose (1) through (4) as applicable):

	(1) All Contributions	OR	(2) Elective Deferrals	(3) Matching	(4) Nonelective Contributions
(1) <input checked="" type="checkbox"/> <b>No additional Valuation Dates.</b>	[ ]	OR	[ ]	[ ]	<input checked="" type="checkbox"/>
(2) <input type="checkbox"/> <b>Daily Valuation Dates.</b> Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Custodian/Insurance Company is conducting business.	[ ]	OR	[ ]	[ ]	[ ]
(3) <input type="checkbox"/> <b>Last day of a specified period.</b> The last day of each _____ of the Plan Year.	[ ]	OR	[ ]	[ ]	[ ]
(4) <input type="checkbox"/> <b>Specified dates:</b> _____					

**Plan Execution**

Name of Employer: Urbandale Community School District Insurance Company/Custodian: \_\_\_\_\_

**Date:** \_\_\_\_\_ Date: \_\_\_\_\_

**Signed:** \_\_\_\_\_ Signed: \_\_\_\_\_

Shelly Clifford Chief Financial Officer  
[print representative name/title] [print representative name/title]

**Execution for Page Substitution Amendment Only.** If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Section(s) \_\_\_\_\_ effective \_\_\_\_\_, by substitute Adoption Agreement page number(s) \_\_\_\_\_.

**CHECKLIST OF ADMINISTRATIVE ELECTIONS**

The 403(b) Prototype Plan permits the Employer to make certain administrative elections not reflected in the Adoption Agreement. This form lists those administrative elections and provides a means of recording the Employers elections, creating a plan summary, and creating a loan policy. Plan loans will not be available from investment products which do not permit loans.

48. **HARDSHIP DISTRIBUTIONS (6.07).**

- (a)  The Plan permits hardship distributions (unless the Annuity Contract/Custodial Agreement provides otherwise).
- (b)  The Plan does not permit hardship distributions (unless the Annuity Contract/Custodial Agreement provides otherwise).

49. **PARTICIPANT LOANS (7.06).**

- (a)  The Plan does not permit Participant loans.
- (b)  The Plan permits Participant loans (unless the contract or agreement provide otherwise) as follows:
- (1) **Loan Amount.** *(Choose one):*
    - a.  Not limited except as by Applicable Law.
    - b.  May not borrow less than \$1,000 in any single loan.
    - c.  May not borrow less than \$ \_\_\_\_\_ (not more than \$1,000) in any single loan.
  - (2) **Limit on number of loans.** *(Choose one):*
    - a.  One.
    - b.  *Specify:* \_\_\_\_\_.
  - (3) **Loan interest.** The interest rate on a Plan loan will be *(Choose one):*
    - a.  **Prime plus.** Fixed at \_\_\_\_\_% *(insert percentage)* above USA Today published prime rate.
    - b.  **Specified rate:** \_\_\_\_\_.
    - c.  **Plan Administrator.** A commercially reasonable rate established by the Plan Administrator.
  - (4) **Home loan term.** The loan term for a loan used to acquire a Participant's principal residence will be *(Choose one):*
    - a.  **15 years.**
    - b.  \_\_\_\_\_ **years.**
  - (5) **Leaves of absence (non-military).** For a period of up to one year following an approved non-military leave of absence, the Plan Administrator *(Choose one):*
    - a.  **Will suspend loan payments.**
    - b.  **Will not suspend loan payments.**

50. **ROLLOVER CONTRIBUTIONS (3.08).**

- (a)  The Plan does not permit Rollover Contributions.
- (b)  The Plan permits Rollover Contributions subject to approval by the Plan Administrator.

**PARTICIPATION AGREEMENT**

Check here if not applicable and do *not* complete the balance of this page.

The undersigned Related Employer, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the elections made by the signatory Employer to the Adoption Agreement, except as otherwise provided in this Participation Agreement. *The Participating Employer also hereby consents to the signatory Employer's sole authority to amend, to restate or to terminate the Plan or to terminate the Participating Employer's participation in the Plan, in accordance with Section 1.27.*

51. PARTICIPATION EFFECTIVE DATE. The Participating Employer's adoption of this Plan is effective as of: \_\_\_\_\_

SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES: \_\_\_\_\_

Name of Participating Employer: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
[print representative name/title]

Acceptance by the Signatory Employer.

Name of Signatory Employer: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
[print representative name/title]

[Note: Each Participating Employer must execute a separate Participation Agreement.]



# Special Pay Plan

## Exhibit A

for

### Urbandale Community School District

**Effective Date:** The effective date of the Plan is July 1, 2003, amended, restated, and frozen July 1, 2015.

**Plan Year:** The Plan Year ends on June 30.

**Limitation Year:** The Limitation Year is based on a Calendar Year.

**Eligibility:** (14(f)) -To be eligible to become a Participant in the Plan, an employee must satisfy the following eligibility conditions:

- Be age 55 or over

**Contribution Types:** (25(f) & 26(e)) - All funds for the Plan shall be contributed exclusively by the Employer. Contribution types shall include:

- Early Separation Formula – No further contributions as of July 1, 2015.

**Contribution Limit:** Code Section 415(c) – The total of all contributions to a 403(b) account made on behalf of a participant cannot exceed 100% of compensation up to the [maximum allowable limits](#) adjusted under law. This includes elective deferrals (pre-tax and after-tax), employer contributions (matches and non-electives), and forfeitures.

**Contribution Frequency:** No further contributions as of July 1, 2015.

**Investments:** Funds are invested in a guaranteed fixed annuity with American United Life Insurance Company, a *OneAmerica Financial Partner*. The interest rate may change on a quarterly basis, but is guaranteed never to fall below the standard NAIC rate. The guarantee is based on the claims paying ability of AUL.

**Distribution Options:** (41(e)) - Installments must be a minimum of \$500 unless available funds are less than \$500. Any benefit payable which is not more than \$500 shall be paid in a lump sum.

The following forms of distributions are permitted:

- Installments – annually, quarterly, or monthly
- Lump Sum Distribution

**Loan Policy:** Not permitted.

**Reports:** Annual statements are mailed approximately 6 to 8 weeks after your plan year end.

**Plan Type:** IRC Section 403(b)

**Representative:** Steve Ott, National Insurance Services

**Employer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Please refer to the Plan Document for more information on the Plan. In the event of a discrepancy, the Plan Document will prevail.*

NATIONAL INSURANCE  
SERVICES

  
AUL  
a ONEAMERICA®  
financial partner

  
MidAmerica  
Administrative & Retirement Solutions, Inc.

Securities offered through GWN Securities, Inc.  
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**MIDAMERICA ADMINISTRATIVE & RETIREMENT SOLUTIONS, INC.**  
**403(b) PROTOTYPE PLAN**  
**BASIC PLAN DOCUMENT #01**

This Prototype Plan intended to conform to and qualify under §403(b) of the Internal Revenue Code of 1986, as amended. An Employer establishes a Plan under this Prototype Plan by executing an Adoption Agreement.

**ARTICLE I**  
**DEFINITIONS**

1.01 **Account.** Account means the separate Account(s) which the Plan maintains for a Participant.

1.02 **Account Balance or Accrued Benefit.** Account Balance or Accrued Benefit means the amount of a Participant's Account(s) as of any relevant date derived from Plan contributions and from Earnings. In the case of an Annuity Contract that provides additional benefits, to the extent required under the Code, such term also will include the actuarial value of the Participant's vested interest in such other benefits as determined by the Annuity Provider.

1.03 **Accounting Date.** Accounting Date means the last day of the Plan Year. The Plan will allocate Elective Deferrals and Employer Contributions and forfeitures for a particular Plan Year as of the Accounting Date of that Plan Year, and on such other dates, if any, as the Plan and the relevant Funding Vehicle determines, consistent with the Plan's allocation conditions and other provisions.

1.04 **Addendum.** Addendum means the Employer's written attachment to the Plan which is specifically authorized under this basic plan document.

1.05 **Adoption Agreement.** Adoption Agreement means the document executed by each Employer adopting this Plan. References to Adoption Agreement within this basic plan document are to the Adoption Agreement as completed and executed by a particular Employer unless the context clearly indicates otherwise. An adopting Employer's Adoption Agreement and this basic plan document together constitute a single Plan of the Employer. Each elective provision of the Adoption Agreement corresponds (by its parenthetical section reference) to the section of the Plan which grants the election. All "Section" references within an Adoption Agreement are to the basic plan document. All "Election" references within an Adoption Agreement are Adoption Agreement references.

1.06 **Annuity Contract.** Annuity Contract means a Nontransferable Annuity contract issued by an Insurance Company qualified to issue annuities in a State and that includes the right to receive payment in the form of an annuity as described under Treas. Reg. §§1.401(f)-1(d)(2) and (e). See Section 8.03. In the case of an Annuity Contract, the term "Individual Account" when used under the Plan will include individual annuity certificates issued on behalf of a Participant or Beneficiary, in addition to individual Annuity Contracts.

1.07 **Applicable Law.** Applicable Law means the Code, ERISA, USERRA, Treasury, IRS and DOL regulations, rulings, notices, and other written guidance, case law and any other applicable federal, state or local law affecting the Plan and which is binding upon the Plan or upon which the Employer, the Plan Administrator, the Vendor and other Plan fiduciaries may rely in administering the Plan. A specific Plan citation to any Applicable Law includes any successor or modification to the cited provision.

1.08 **Beneficiary.** Beneficiary means a person designated by a Participant or by the Plan who is or may become entitled to a benefit under the Plan. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Vendor has fully distributed to the Beneficiary his/her Plan benefit. A Beneficiary's right to (and the Plan Administrator's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.09 **Benefiting Participant.** Benefiting Participant means a Participant who is benefiting under the Plan or who is benefiting under any part of the Plan within the meaning of Code Section §410.

1.10 **Church/Church-Related Organization.** Church means a church within the meaning of Code §3121(w)(3)(A) and a qualified church-controlled organization within the meaning of Code §3121(w)(3)(B). A Church-Related Organization means a church or convention or association of churches within the meaning of Code §414(e)(3)(A).

1.11 **Code.** Code means the Internal Revenue Code of 1986, as amended and includes applicable Treasury regulations.

1.12 **Compensation.** Compensation means a Participant's W-2 wages, Code §3401(a) wages, or 415 compensation. The Employer in its Adoption Agreement must specify which definition of Compensation (Section 1.12(A), (B) or (C)) applies under the Plan and any modifications thereto, for purposes of contribution allocations under Article III. If the Employer does not elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition. In the case of a self-employed minister described in Code §414(e)(5)(A), Compensation means Earned Income as defined in Section 1.12(O). Other than Post-Severance Compensation described in Section 1.12(K), Compensation does not include Compensation paid after Severance of Employment.

Any reference in the Plan to Compensation is a reference to the definition in this Section 1.12, unless the Plan reference, or the Employer in its Adoption Agreement, modifies this definition. The Plan will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306.

**(A) W-2 Wages.** W-2 wages means Code §3401(a) Wages, plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051 and 6052.

**(B) Code §3401(a) Wages.** Code §3401(a) wages means wages within the meaning of Code §3401(a) for the purposes of income

tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

**(C) Code §415 Compensation (current income definition).**

Code §415 compensation means the Employee's wages, salaries, fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 compensation does not include:

**(1) Deferred compensation/SEP.** Employer contributions to a plan of deferred compensation to the extent the contributions are not included in the gross income of the Employee for the taxable year in which contributed, Employer contributions on behalf of an Employee to a Simplified Employee Pension Plan to the extent such contributions are excludible from the Employee's gross income, and any distributions from a plan of deferred compensation, regardless of whether such amounts are includible in the gross income of the Employee when distributed.

**(2) Option exercise.** Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.

**(3) Sale of option stock.** Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).

**(4) Other amounts.** Other amounts which receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee), or contributions made by an Employer (whether or not under a salary reduction agreement) toward the purchase of an annuity contract or custodial account described in Code §403(b) (whether or not the contributions are excludible from the gross income of the Employee).

**(5) Other similar items.** Other items of remuneration which are similar to any of the items in Sections 1.12(C)(1) through (4).

**(D) Deemed 125 Compensation.** Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a Code §125 plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage. Compensation under this Section 1.12 does not include Deemed 125 Compensation, unless the Employer in an Addendum elects to include Deemed 125 Compensation under this Section 1.12.

**(E) Elective Deferrals.** Compensation under Section 1.12 includes Elective Deferrals unless the Employer in its Adoption Agreement elects to exclude Elective Deferrals.

**(F) Compensation Dollar Limitation.** For any Plan Year, the Plan in allocating contributions under Article III or in testing the Plan for nondiscrimination, cannot take into account more than \$200,000 (or such larger or smaller amount as the Commissioner of Internal Revenue may prescribe pursuant to an adjustment made in the same manner as under Code §415(d)) of any Participant's Compensation. Notwithstanding the foregoing, an Employee may make Elective Deferrals with respect to Compensation which exceeds the Plan Year Compensation limitation, provided such Deferrals otherwise satisfy the Annual Deferral Limit and other applicable Plan limitations. In applying any Plan limitation on the amount of Matching Contributions or any Plan limit on Elective Deferrals which are subject to Matching Contributions, where such limits are expressed as a percentage of Compensation, the Plan will apply the Compensation limit under this Section 1.12(F) annually, even if the Matching Contribution formula is applied on a per pay period basis or is applied over any other time interval which is less than the full Plan Year.

**(1) Grandfathered Governmental Plan limit.** For a restated governmental plan, this Section 1.12(F) will not apply to an eligible Participant to the extent it would reduce the Participant's Compensation taken into account to an amount less than the amount allowed under the Plan as in effect on July 1, 1993. An "eligible Participant" is a Participant who first became a Participant during a Plan Year beginning before January 1, 1996 (or, if earlier, the first Plan Year in which the Employer amended the Plan to reflect the limitation of Code §401(a)(17)).

**(G) Nondiscrimination.** For purposes of determining whether the Plan discriminates in favor of HCEs, Compensation means as the Plan Administrator operationally determines provided that any such nondiscrimination testing definition which the Plan Administrator applies must satisfy Code §414(s) and the regulations thereunder. For this purpose the Plan Administrator may, but is not required to, apply for nondiscrimination testing purposes the Plan's allocation definition of Compensation under this Section 1.12 or Annual Additions Limit definition of Compensation under Section 4.04(C). Compensation under this Section 1.12(G) may differ from Includible Compensation. The Employer's election in its Adoption Agreement to limit Compensation to Participating Compensation or to include Plan Year Compensation is nondiscriminatory.

**(H) Excluded Compensation.** Excluded Compensation means such Compensation as the Employer in its Adoption Agreement elects to exclude for purposes of this Section 1.12.

**(I) Participating Compensation.** Participating Compensation for purposes of this Section 1.12 means Compensation only for the period during the Plan Year in which the Participant is a Participant. The Employer in its Adoption Agreement may elect to allocate all contributions based on Participating Compensation or may elect to allocate specified contribution types based on Participating Compensation.

**(J) Plan Year Compensation.** Plan Year Compensation for purposes of this Section 1.12 means Compensation for a Plan Year, including Compensation for any period prior to the Participant's Entry Date.

**(K) Post-Severance Compensation.** The Employer in its Adoption Agreement may elect to include Post-Severance Compensation. Except as the Employer in an Addendum specifies otherwise, Post-Severance Compensation for purposes of this Section 1.12 and Article III includes the amounts described in (1) and (2) below, 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 Code §414(b), (c), (m) or (o)), but only 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. The Employer, in an Addendum, may elect to exclude from the definition of Post-Severance Compensation the amounts described in (2) below. The Employer, in an Addendum, also may elect to include in the definition of Post-Severance Compensation the amounts described in (3) or (4) below, or both. The Addendum may limit its application only to designated contribution types. Notwithstanding any election the Employer makes regarding Post-Severance Compensation for purposes of this Section 1.12 and Article III, Post-Severance Compensation for purposes of Section 4.04(C) (Compensation for purposes of the Annual Additions Limit) includes all of the amounts described in (1), (2), (3) and (4) of this paragraph K, unless the Employer, in an Addendum, elects to exclude one or more of the amounts described in (2), (3) and (4) for such purposes.

**(1) Regular pay.** Post-Severance Compensation includes regular pay after Severance of Employment if:

**(i)** 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

**(ii)** 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.** Post-Severance Compensation includes (unless the Employer otherwise elects in an Addendum to exclude all of the amounts described in this (2)) leave cashouts if those amounts would have been included in the definition of Includible 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, Post-Severance Compensation also includes deferred compensation if the compensation would have been included in the definition of Includible 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.

**(3) Salary continuation payments for military service Participants.** If (and only if) the Employer elects in an Addendum, Post-Severance Compensation includes payments to an individual who does not currently perform services for the Employer by reason of Qualified Military Service 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) Salary continuation payments for disabled Participants.** If (and only if) the Employer elects in an Addendum, Post-Severance includes Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)). If elected, this provision will apply either only to non-highly compensated Participants or to all Participants for the fixed or determinable period specified in the Addendum.

Any payment of Compensation paid after Severance of Employment that is not described in (1), (2), (3) or (4) above is not Post-Severance Compensation, even if payment is made 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 of Employment.

If the Employer establishes this Plan using the Elective Deferral-only ("Short Form") Adoption Agreement, and the Employer in the Adoption Agreement does not elect to exclude Post-Severance Compensation in the definition of Compensation, Post-Severance Compensation includes amounts described in (1) and (2) of this paragraph (K), and excludes amounts described in (3) and (4) unless the Plan in the Salary Reduction Agreement otherwise defines Compensation for deferral purposes.

**(L) Disability Deemed Compensation.** The Employer in an Addendum may elect to include in Compensation of a disabled Participant within the meaning of Code §22(e)(3), the greater of: (i) the Compensation the Participant would have received for the year if the Participant was paid at the same rate as applied immediately prior to Disability; or (ii) Compensation as determined without regard to this Section 1.12(L). This Section 1.12(L), as activated by the Employer's Addendum, applies only if the affected Participant is a NHCE immediately prior to becoming disabled (or the Addendum provides for the continuation of contributions on behalf of all such disabled Participants for a fixed or determinable period) and all contributions made with respect to Compensation under this Section 1.12(L) are immediately Vested.

**(M) Includible Compensation.** Includible Compensation means the Employee's Compensation received from the Employer (or, in the case of a self-employed minister, Earned Income) that is includible in the Participant's gross income for Federal income tax purposes (computed without regard to Code §911) for the most recent period that is a year of service. Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in the Employee's gross income but for the rules of Code §§125, 132(f)(4), 402(e)(2), 402(h)(1)(B), 402(k), or 457(b). For purposes of determining Includible Compensation, a "year of service" means each full year during which the individual is a full-time Employee of the Employer, plus fractional credit for each part for the year during which the Employee is either full-time for part of the year or is part-time, determined in accordance with Treas. Reg. §1.403(b)-4(e). Includible Compensation does not include any Compensation received during a period when the Employer is not an Eligible Employer or any Compensation, other than Post-Severance Compensation, paid after Severance of Employment.

**(N) Deemed Includible Compensation.** Deemed Includible

Compensation means the amount of Compensation a former Employee received from the Employer that is includible in gross income for the most recent period (ending not later than the close of the Taxable Year) which: (a) constitutes one year of service; and (b) precedes the Taxable Year by not more than five years. Deemed Includible Compensation will be determined in accordance with the rules for determining Includible Compensation. An Employer may make contributions with respect to a former Employee's Deemed Includible Compensation only if the Employer elects in its Adoption Agreement to include such Compensation.

**(O) Earned Income.** Earned Income means net earnings from self-employment for a self-employed minister's trade or business as such, provided personal services of the minister are a material income-producing factor. Earned Income also includes gains and earnings (other than capital gain) from the sale or licensing of property (other than goodwill) by the individual who created that property, even if those gains would not ordinarily be considered net earnings from self-employment. Earned Income does not include items excluded from gross income and the deductions allocable to those items. The Plan will determine net earnings after the deduction allowed to the minister for all contributions made by the Employer under Code §404 and after the deduction allowed to the minister under Code §164(f) for self-employment taxes.

**1.13 Contribution Types.** Contribution Types means the contribution types required or permitted under the Plan as the Employer elects in its Adoption Agreement. If the Employer establishes this Plan using the Elective Deferral-only ("Short Form") Adoption Agreement, the only Contribution Types permitted under the Plan are Elective Deferrals.

**1.14 Custodial Account/Custodial Agreement.** Custodial Account means the Plan or an Account under the Plan in which an amount attributable to 403(b) contributions or amounts rolled over to the Plan and which is held by a Custodian, provided the Custodial Account: (i) invests all amounts held in the Custodial Account in stock of a regulated investment company under Code §851(a) (mutual funds); (ii) satisfies the distribution restrictions in Section 6.01(E); (iii) does not permit the Custodial Account assets to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and Beneficiaries; and (iv) is not part of an RIA. A Custodial Agreement means a separate written agreement between the Participant (or Employer) and the Custodian which sets forth the terms of the Custodian's engagement. See Section 8.04.

**1.15 Custodian.** Custodian means a bank or person who qualifies as a non-bank custodian under Code §401(f)(2) and who accepts the position of Custodian by executing the Adoption Agreement or by executing a separate Custodial Agreement.

**1.16 Defined Contribution Plan.** Defined Contribution Plan means a retirement plan which provides for an individual account for each Participant and for benefits based solely on the amount contributed to the Participant's Account, and on any Earnings, expenses, and forfeitures which the Plan may allocate to such Participant's Account.

**1.17 Defined Benefit Plan.** Defined Benefit Plan means a retirement plan which does not provide for individual accounts for Employer contributions and which provides for payment of determinable benefits in accordance with the plan's formula.

**1.18 Disability.** Disability means, as the Employer elects in its Adoption Agreement, the basic plan definition or an alternative definition. A Participant who incurs a Disability is "disabled."

**(A) Basic Plan Definition.** Disability means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. The permanence and degree of such impairment must be supported by medical evidence.

**(B) Alternative Definition.** The Employer in an Addendum may specify any alternative definition of Disability which is not inconsistent with Applicable Law. A Funding Vehicle may specify a different definition of disability which applies to distributions thereunder and which is not inconsistent with Applicable Law.

**(C) Administration.** For purposes of this Plan, a Participant is disabled on the date the Plan determines the Participant satisfies the definition of Disability. The Plan may require a Participant to submit to a physical examination in order to confirm the Participant's Disability. The provisions of this Section 1.18 will be applied in a nondiscriminatory, consistent and uniform manner. If the Plan satisfies the ERISA Safe Harbor Exemption, the Employer, in any capacity, will not have any discretionary authority to determine if a Participant has a Disability.

**1.19 DOL.** DOL means the U.S. Department of Labor.

**1.20 Earnings.** Earnings means the net income, gain or loss earned by a particular Account or with respect to a contribution or to a distribution, as the context requires.

**1.21 Effective Date.** The Effective Date of this Plan is the date the Employer elects in its Adoption Agreement. However, as to a particular provision, a different effective date may apply as this basic document may provide or as the Employer may elect in its Adoption Agreement, a Participation Agreement or in an Addendum hereto, or as indicated in any other document which evidences the action taken. If this plan restates a previously existing plan (which may include putting some or all plan provisions in writing for the first time), the Effective Date of the provisions of this restatement shall not be earlier than January 1, 2009.

**1.22 Elective Deferrals.** Elective Deferrals means a Participant's Pre-Tax Deferrals, Automatic Deferrals, Roth Deferrals and, as the context requires, Catch-Up Deferrals under the Plan. As to other plans, elective deferrals means amounts excludible from the Employee's gross income under Code §§125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b), and includes amounts included in the Employee's gross income under Code §402A, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457 plan.

**(A) Pre-Tax Deferral.** Pre-Tax Deferral means an Elective Deferral (including a Catch-Up Deferral or an Automatic Deferral) which is not a Roth Deferral.

**(B) Roth Deferral.** Roth Deferral means an Elective Deferral (including a Catch-Up Deferral or an Automatic Deferral) which a Participant irrevocably designates as a Roth Deferral under

Code §402A at the time of deferral and which is subject to income tax when made to the Plan. In the case of an Automatic Deferral, the Plan makes such irrevocable designation in accordance with Sections 3.02(B)(6) and (7).

**(C) Automatic Deferral.** See Section 3.02(B)(1).

**(D) Age 50 Catch-Up Deferral.** See Section 3.02(E)(2).

**(E) Qualified Organization Catch-Up Deferral.** See Section 3.02(D)(1).

1.23 **Eligible Employee.** Eligible Employee means an Employee other than an Excluded Employee.

1.24 **Eligible Employer.** Eligible Employer means a State (but only as to a State Employee Performing Services for a Public School), a Code §501(c)(3) organization as to any employee of the Code §501(c)(3) organization, an Employer of a minister described in Code §414(e)(5)(A) (but only as to the minister) and a self-employed minister described in Code §414(e)(5)(A) but only as to a Retirement Income Account established for the minister. In the case of any Funding Vehicle purchased in a plan year beginning before January 1, 1995, the term Eligible Employer will be applied as if any reference to a Code §501(c)(3) organization included a reference to an employer which is an Indian tribal government (as defined by Code §7701(a)(40)), a subdivision of an Indian tribal government (determined in accordance with Code §7871(d)), an agency or instrumentality of an Indian tribal government or subdivision thereof, or a corporation chartered under Federal, State, or tribal law which is owned in whole or in part by any of the foregoing.

1.25 **Employee.** Employee means any common law employee of the Employer. Employee includes a minister who is an Employee or who is self-employed as provided under Applicable Law. Employee does not include an independent contractor. See Section 1.43 regarding Leased Employees.

1.26 **Employee Contribution.** Employee Contribution means a Participant's after-tax contribution to a Funding Vehicle which the Participant designates as an Employee Contribution at the time of contribution. An Elective Deferral (Pre-Tax or Roth) is not an Employee Contribution.

1.27 **Employer.** Employer means each employer who establishes a Plan by executing an Adoption Agreement and includes to the extent described in Sections 1.27(A) and 1.27(B) below a Related Employer and a Participating Employer. Only an Eligible Employer may establish or become a Participating Employer in the Plan. The Employer for purposes of acting as Plan Administrator, making Plan amendments, terminating the Plan or performing other functions ERISA settlors perform, means the signatory Employer to the Adoption Agreement Execution Page and does not include any Related Employer or Participating Employer.

**(A) Related Employer.** Related Employer means controlled group of organizations (as determined applying a good faith interpretation of the principles in Code §§414(b) and (c) or other Applicable Law) which are under common control. If the Employer is a member of a Related Employer group, the term "Employer" includes the related group members for purposes of crediting Hours of Service, determining Years of Service and Breaks in Service, applying the Annual Additions Limit, the definition of Employee, HCE, Compensation and for any other

purposes required by the applicable Code section or by a Plan provision. If one or more of the Employer's related group members become Participating Employers by executing a Participation Agreement to the Employer's Adoption Agreement, the term "Employer" includes the Participating Employers for all purposes of the Plan, except as provided in this Section 1.27.

**(B) Participating Employer.** Participating Employer means a Related Employer which signs the Execution Page of the Adoption Agreement or a Participation Agreement to the Adoption Agreement. Only the Employees of a Participating Employer which is an Eligible Employer may become Participants in the Plan and only a Participating Employer may contribute to the Plan. A Participating Employer is an Employer for all purposes of the Plan except as provided in this Section 1.27.

1.28 **Employer Contribution.** Employer Contribution means a Nonelective Contribution or a Matching Contribution, as the context may require.

1.29 **Entry Date.** Entry Date means the date(s) the Employer elects in its Adoption Agreement upon which an Eligible Employee who has satisfied the Plan's eligibility conditions and who remains employed by the Employer on the Entry Date commences participation in the Plan or in a part of the Plan.

1.30 **EPCRS.** EPCRS means the IRS' Employee Plans Compliance Resolution System for resolving plan defects, or any successor program.

1.31 **ERISA.** ERISA means the Employee Retirement Income Security Act of 1974, as amended, and includes applicable DOL regulations.

1.32 **ERISA Plan.** Being an ERISA Plan means the Plan is subject to ERISA. If the Plan is maintained by a governmental Employer (ERISA §§4(b)(1) and 3(32)) or by a "non-electing" church (ERISA §§4(b)(2) and 3(32)), or if the Plan satisfies the ERISA Safe Harbor Exemption, the Plan is not an ERISA Plan. There are provisions throughout this Plan which, by their terms, do not apply if the Plan is not an ERISA Plan. By an Addendum, the Employer may elect to treat one or more of those provisions as being in effect, regardless of whether the Plan is an ERISA Plan. By electing in an Addendum to apply one or more ERISA provisions, the Employer does not intend to make the plan an ERISA Plan. In the case of a non-ERISA Plan, the Employer, the Plan Administrator, and the Vendor will administer and interpret the Plan as if the Plan does not contain the ERISA provisions, except that such parties may elect operationally and selectively to apply certain ERISA provisions to facilitate the proper administration of the Plan, but without complying with other ERISA Plan provisions and without causing the Plan to become subject to ERISA.

1.33 **ERISA Safe Harbor Exemption.** ERISA Safe Harbor Exemption means the exemption established by DOL Reg. §2510.3-2(f), under which the Plan, if otherwise subject to Title I of ERISA, is not an ERISA Plan, as explained in DOL Field Assistance Bulletin 2007-02 or any other Applicable Law. If the plan intends to qualify for the ERISA Safe Harbor Exemption, the Plan operationally will allocate the responsibility for performing discretionary determinations that will compromise the exemption to persons other than the Employer. See Section 7.01(I).

**1.34 Excluded Employee.** Excluded Employee means, as the Employer elects in its Adoption Agreement, any Employee, or class of Employees, not eligible to participate in the Plan. The Employer must elect any Excluded Employees in accordance with the Adoption Agreement limitations and consistent with Applicable Law. The Employer in the Adoption Agreement may designate different groups of Excluded Employees for each Contribution Type.

**(A) Collective Bargaining Employees.** If the Employer elects in its Adoption Agreement to exclude collective bargaining Employees from eligibility to participate, the exclusion applies to any Employee included in a unit of Employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one or more employers if: (1) retirement benefits were the subject of good faith bargaining; and (2) two percent or fewer of the employees covered by the agreement are "professional employees" as defined in Treas. Reg. §1.410(b)-9, unless the collective bargaining agreement requires the Employee to be included within the Plan. The term "employee representatives" does not include any organization more than half the members of which are owners, officers, or executives of the Employer.

**(B) Nonresident Aliens.** If the Employer elects in its Adoption Agreement to exclude nonresident aliens from eligibility to participate, the exclusion applies to any nonresident alien Employee who does not receive any earned income, as defined in Code §911(d)(2), from the Employer which constitutes United States source income, as defined in Code §861(a)(3).

**(C) Student Employees.** If the Employer elects in its Adoption Agreement to exclude Student Employees, the exclusion applies to students performing services described in Code §3121(b)(10).

**(D) Reclassified Employees.** If the Employer elects in its Adoption Agreement to exclude reclassified Employees from eligibility to participate, the exclusion applies to any person the Employer does not treat as an Employee (including, but not limited to, independent contractors, persons the Employer pays outside of its payroll system and out-sourced workers) for federal income tax withholding purposes under Code §3401(a), irrespective of whether there is a binding determination that the individual is an Employee of the Employer.

**(E) Employees who normally work less than 20 hours per week.** The Employer in its Adoption Agreement may elect to exclude any Employees who normally work less than 20 hours per week; provided (1) for the Initial Eligibility Computation Period, the Employer reasonably expected the Employee to work less than 1,000 Hours of Service in such period; and (2) for each Subsequent Eligibility Computation Period, the Employee worked less than 1,000 Hours of Service in the preceding Eligibility Compensation Period (or, if this Plan is an ERISA Plan, in any preceding Eligibility Computation Period). For purposes of this Section 1.34(E), if the Employer maintains its Plan on the Elective Deferral-only ("Short Form") Adoption Agreement, the Plan Administrator operationally will determine the 12-month period constituting the subsequent Eligibility Computation Periods on a uniform basis for all Employees. The provisions of Section 2.02(C) apply by analogy to the determination of Eligibility Computation Periods and service within an Eligibility Computation Period.

**(F) Transition rules.** Unless the Employer indicates otherwise in its Adoption Agreement, the Plan excludes for purposes of making Elective Deferrals employees described in Treas. Reg.

§1.403(b)-11(d), to the extent and for the time periods specified therein. Under these rules, if the Plan excluded from deferring, on July 26, 2007, certain visiting professors, employees affiliated with a religious order who are under a vow of poverty, or employees who made a one-time election to participate in a governmental plan that is not a 403(b) plan, then the Plan may maintain that exclusion during the plan year which begins in 2009. Additionally, if the Plan excluded from deferring, on July 26, 2007, certain collective bargaining employees, then the Plan may maintain that exclusion until July 26, 2010, or, if earlier, the date on which the related collective bargaining agreement terminates. If the Plan is a governmental plan for which amendment authority rests with a legislative body which meets in session, then the foregoing deadlines are extended to January 1, 2011, or, if earlier, the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after January 1, 2009.

**1.35 Fixed Matching Contribution.** Fixed Matching Contribution means a Matching Contribution which the Employer, subject to satisfaction of allocation conditions, if any, must make pursuant to a formula in the Adoption Agreement. Under the formula, the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Elective Deferrals and/or Employee Contributions eligible for a match.

**1.36 403(b) Plan.** 403(b) Plan means the 403(b) plan the Employer establishes under its Adoption Agreement.

**1.37 401(m) Plan.** 401(m) Plan means the 401(m) plan, if any, the Employer establishes under its Adoption Agreement.

**1.38 Funding Vehicle/Funding Vehicle Documentation.** Funding Vehicle means as the context requires a Custodial Account, an Annuity Contract or an RIA. Funding Vehicle Documentation means the terms and agreements associated with a Funding Vehicle, such as a Custodial Agreement, an Annuity Contract, or other documents that Funding Vehicle Documentation may reference, such as a service agreement. With respect to any Participant, a Funding Vehicle refers to the Funding Vehicle or Funding Vehicles which hold all or part of the Participant's Account.

**1.39 HCE.** HCE means a highly compensated Employee, defined under Code §414(q) as an Employee who satisfies one of Sections 1.39(A) or (B) below.

**(A) More than 5% owner.** During the Plan Year or during the preceding Plan Year, the Employee is a more than 5% owner of the Employer (applying the constructive ownership rules of Code §318 as modified by Code §416(i)(1)(B)(iii)(I), and applying the principles of Code §318 as modified by Code §416(i)(1)(B)(iii)(I), for an unincorporated entity).

**(B) Compensation Threshold.** During the preceding Plan Year (or in the case of a short Plan Year, the immediately preceding 12 month period) the Employee had Compensation in excess of \$80,000 (as adjusted by the Commissioner of Internal Revenue for the relevant year) and, if the Employer under its Adoption Agreement makes the top-paid group election, was part of the top-paid 20% group of Employees (based on Compensation for the preceding Plan Year).

**(C) Compensation Definition.** For purposes of this Section 1.39, "Compensation" means Compensation as defined in Section 4.04(C).

**(D) Top-paid Group/Calendar Year Data.** The determination of who is an HCE, including the determinations of the number and identity of the top-paid 20% group, must be consistent with Code §414(q) and regulations issued under that Code section. The Employer in its Adoption Agreement may make a calendar year data election to determine the HCEs for the Plan Year, as prescribed by Treasury regulations or by other guidance published in the Internal Revenue Bulletin. A calendar year data election must apply to all plans of the Employer which reference the HCE definition in Code §414(q). For purposes of this Section 1.39, if the current Plan Year is the first year of the Plan, then the term "preceding Plan Year" means the 12-consecutive month period immediately preceding the current Plan Year.

**1.40 Hour of Service.** Hour of Service means:

**(i) Paid and duties.** Each Hour of Service for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment, for the performance of duties. The Plan credits Hours of Service under this Paragraph (i) to the Employee for the computation period in which the Employee performs the duties, irrespective of when paid;

**(ii) Back pay.** Each Hour of Service for back pay, irrespective of mitigation of damages, to which the Employer has agreed or for which the Employee has received an award. The Plan credits Hours of Service under this Paragraph (ii) to the Employee for the computation period(s) to which the award or the agreement pertains rather than for the computation period in which the award, agreement or payment is made; and

**(iii) Payment but no duties.** Each Hour of Service for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment (irrespective of whether the employment relationship is terminated), for reasons other than for the performance of duties during a computation period, such as leave of absence, vacation, holiday, sick leave, illness, incapacity (including disability), layoff, jury duty or military duty. The Plan will credit no more than 501 Hours of Service under this Paragraph (iii) to an Employee on account of any single continuous period during which the Employee does not perform any duties (whether or not such period occurs during a single computation period). The Plan credits Hours of Service under this Paragraph (iii) in accordance with the rules of paragraphs (b) and (c) of Labor Reg. §2530.200b-2, which the Plan, by this reference, specifically incorporates in full within this Paragraph (iii).

The Plan will not credit an Hour of Service under more than one of the above Paragraphs (i), (ii) or (iii). A computation period for purposes of this Section 1.40 is the Plan Year, Year of Service period, Break in Service period or other period, as determined under the Plan provision for which the Plan is measuring an Employee's Hours of Service. The Plan will resolve any ambiguity with respect to the crediting of an Hour of Service in favor of the Employee.

**(A) Method of Crediting Hours of Service.** The Employer must elect in its Adoption Agreement the method the Plan will use in crediting an Employee with Hours of Service and the purpose for which the elected method will apply.

**(1) Actual Method.** Under the Actual Method as determined from records, an Employee receives credit for Hours

of Service for hours worked and hours for which the Employer makes payment or for which payment is due from the Employer.

**(2) Equivalency Method.** Under an Equivalency Method, for each equivalency period for which the Plan would credit the Employee with at least one Hour of Service, the Plan will credit the Employee with: (1) 10 Hours of Service for a daily equivalency; (2) 45 Hours of Service for a weekly equivalency; (3) 95 Hours of Service for a semimonthly payroll period equivalency; and (4) 190 Hours of Service for a monthly equivalency.

**(3) Elapsed Time Method.** Under the Elapsed Time Method, an Employee receives credit for Service for the aggregate of all time periods (regardless of the Employee's actual Hours of Service) commencing with the Employee's Employment Commencement Date, or with his/her Re-employment Commencement Date, and ending on the date a Break in Service begins. An Employee's Employment Commencement Date or his/her Re-employment Commencement Date begins on the first day he/she performs an Hour of Service following employment or re-employment. In applying the Elapsed Time Method, the Plan will credit an Employee's Service for any Period of Severance of less than 12-consecutive months and will express fractional periods of Service in days.

**(i) Elapsed Time – Break in Service.** Under the Elapsed Time Method, a Break in Service is a Period of Severance of at least 12-consecutive months. In the case of an Employee who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date the Employee is otherwise absent from Service does not constitute a Break in Service.

**(ii) Elapsed Time – Period of Severance.** A Period of Severance is a continuous period of time during which the Employee is not employed by the Employer. The continuous period begins on the date the Employee retires, quits, is discharged, or dies or if earlier, the first 12-month anniversary of the date on which the Employee otherwise is absent from Service for any other reason (including disability, vacation, leave of absence, layoff, etc.).

**(B) Maternity/Paternity Leave/Family and Medical Leave Act.** Solely for purposes of determining whether an Employee incurs a Break in Service under any provision of this Plan, the Plan must credit Hours of Service during the Employee's unpaid absence period: (1) due to maternity or paternity leave; or (2) as required under the Family and Medical Leave Act. An Employee is on maternity or paternity leave if the Employee's absence is due to the Employee's pregnancy, the birth of the Employee's child, the placement with the Employee of an adopted child, or the care of the Employee's child immediately following the child's birth or placement. The Plan credits Hours of Service under this Section 1.40(B) on the basis of the number of Hours of Service for which the Employee normally would receive credit or, if the Plan cannot determine the number of Hours of Service the Employee would receive credit for, on the basis of 8 hours per day during the absence period. The Plan will credit only the number (not exceeding 501) of Hours of Service necessary to prevent an Employee's Break in Service. The Plan credits all Hours of Service described in this Section 1.40(B) to the computation period in which the absence period begins or, if the Employee does not need these Hours of Service to prevent a Break in Service in the computation period in which his/her



absence period begins, the Plan credits these Hours of Service to the immediately following computation period.

**(C) Qualified Military Service.** Hour of Service also includes any Service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u).

**1.41 Insurance Company.** Insurance company means the insurance company which issues or provides the Annuity Contract and which accepts the terms of the Plan by executing the Adoption Agreement or by executing the Annuity Contract or a separate written document.

**1.42 IRS.** IRS means the Internal Revenue Service.

**1.43 Leased Employee.** Leased Employee means an individual (who otherwise is not an Employee of the Employer) who, pursuant to an agreement between the Employer and any other person (the "leasing organization"), has performed services for the Employer (or for the Employer and any persons related to the Employer within the meaning of Code §144(a)(3)) on a substantially full time basis for at least one year and who performs such services under primary direction or control of the Employer within the meaning of Code §414(n)(2). Except as described in Section 1.43(A), a Leased Employee is an Employee for purposes of nondiscrimination testing under Sections 4.05 to 4.09 of the Plan and the "Compensation" of the Leased Employee includes Compensation from the leasing organization which is attributable to services performed for the Employer. However, a Leased Employee cannot be a Participant in his or her capacity as a Leased Employee, and Compensation the leasing organization pays to the Leased Employee is not Compensation for any purpose under this Plan except applying Sections 4.05 to 4.09.

**(A) Safe Harbor Plan Exception.** A Leased Employee is not an Employee if the leasing organization covers the employee in a safe harbor plan and, prior to application of this safe harbor plan exception, 20% or fewer of the NHCEs, excluding those NHCEs who do not satisfy the "substantially full-time" standard of Code §414(n)(2)(B), are Leased Employees. A safe harbor plan is a Money Purchase Pension Plan providing immediate participation, full and immediate vesting, and a nonintegrated contribution formula equal to at least 10% of the employee's compensation, without regard to employment by the leasing organization on a specified date. The safe harbor plan must determine the 10% contribution on the basis of compensation as defined in Code §415(c)(3) including Elective Contributions.

**(B) Other Requirements.** The Plan must apply this Section 1.43 in a manner consistent with Code §§414(n) and 414(o) and the regulations issued under those Code sections.

**1.44 Limitation Year.** Limitation Year means the consecutive month period the Employer specifies in its Adoption Agreement as applicable to allocations under Article IV. If the Employer elects the same Plan Year and Limitation Year, the Limitation Year is always a 12-consecutive month period even if the Plan Year is a short period, unless the short Plan Year results from an amendment, in which case, the Limitation Year also is a short year. If the Employer amends the Limitation Year to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year for which the Employer makes the amendment, creating a short Limitation Year.

**1.45 Matching Contribution.** Matching Contribution means a contribution the Employer makes on account of Elective Deferrals or Employee Contributions under a 403(b) Plan. Matching Contributions also include Participant forfeitures allocated on account of such Elective Deferrals.

**(A) Discretionary Matching Contribution.** Discretionary Matching Contribution means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. The Employer retains discretion over the Discretionary Matching Contribution amount, formula(s), the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), and the time period applicable to any matching formula(s), except to the extent of limitations that the Employer otherwise elects in its Adoption Agreement.

**1.46 Nonelective Contribution.** Nonelective Contribution means a fixed or discretionary Employer Contribution which is not a Matching Contribution.

**(A) QNEC.** QNEC means a qualified Nonelective Contribution which is 100% Vested at all times and which is subject to the distribution restrictions described in Section 6.01(D). Nonelective Contributions are not 100% Vested at all times if the contributions are subject to a vesting schedule. Any Nonelective Contributions allocated to a Participant's QNEC Account under the Plan automatically satisfy and are subject to the QNEC definition, including the requirement to be 100% Vested.

**1.47 NHCE.** NHCE means a nonhighly compensated employee, which is any Employee who is not an HCE.

**1.48 Nontransferable Annuity.** Nontransferable Annuity means an annuity contract which by its terms provides that it may not be sold, assigned, discounted, pledged as collateral for a loan or security for the performance of an obligation or for any purpose to any person other than the insurance company. If the Plan distributes an annuity contract, the contract must be a Nontransferable Annuity.

**1.49 Participant.** Participant means an Eligible Employee who becomes a Participant in accordance with the provisions of Section 2.01.

**1.50 Plan.** Plan means the 403(b) Plan established or continued by the Employer in the form of this Prototype Plan, including the Adoption Agreement under which the Employer has elected to establish this Plan and any Addendum thereto. The Plan includes the Funding Vehicle Documentation under Section 8.01(B). The Plan is not intended to be a Code §§401(a), 403(a) or 457(b) plan. The Employer must designate the name of the Plan in its Adoption Agreement. An Employer may execute more than one Adoption Agreement offered under this Plan, each of which will constitute a separate Plan established or continued by that Employer. The Plan created by each adopting Employer is a separate Plan, independent from the plan of any other employer adopting this Prototype Plan. All section references within this basic plan document are Plan section references unless the context clearly indicates otherwise. The Plan Administrator or a Vendor or a designee thereof, as appropriate, may perform any action the Plan is to perform hereunder.

**1.51 Plan Administrator.** Plan Administrator means the Employer unless the Employer designates another person or persons to hold the position of Plan Administrator. Any person(s) the Employer appoints as Plan Administrator may or

may not be Participants in the Plan. In addition to its other duties, the Plan Administrator has full responsibility for the Plan's compliance with the reporting and disclosure rules under ERISA, as applicable. If the Employer is the Plan Administrator, any requirement under the Plan for communication between the Employer and the Plan Administrator automatically is deemed satisfied, and the Employer has discretion to determine the manner of documenting any decision deemed to be communicated under this provision.

**1.52 Plan Year.** Plan Year means the consecutive month period the Employer specifies in its Adoption Agreement.

**1.53 Protected Benefit.** Protected Benefit means any accrued benefit described in Treas. Reg. §1.411(d)-4, including any optional form of benefit provided under the Plan which may not (except in accordance with such Regulations) be reduced, eliminated or made subject to Employer discretion.

**1.54 Public School/Employee Performing Services for a Public School.** Public School means a State-sponsored educational organization under Code §170(b)(1)(A)(ii), relating to educational organizations that normally maintain a regular faculty and curriculum and normally have a regularly enrolled body of pupils or students in attendance where the educational activities are regularly carried on. Employee Performing Services at a Public School means an Employee performing services as an employee at a Public School, provided that the Employee's compensation is paid by the State. A person occupying an elected or appointive public office is not an Employee Performing Services for a Public School unless the office is one that one may hold only if he/she has received training, or is experienced in, the field of education.

**1.55 QDRO.** QDRO means a qualified domestic relations order under Code §414(p).

**1.56 Qualified Military Service.** Qualified Military Service means qualified military service as defined in Code §414(u)(5). Notwithstanding any provision in the Plan to the contrary, as to Qualified Military Service, the Plan will credit Service under Section 1.40(C), the Employer will make contributions to the Plan and the Plan will provide benefits in accordance with Code §414(u).

**1.57 Restated Plan.** A Restated Plan means a plan the Employer adopts in substitution for, and in amendment of, an existing plan, as the Employer elects in its Adoption Agreement. The provisions of this Plan, as a Restated Plan, apply solely to an Employee whose employment with the Employer terminates on or after the restated Effective Date of the Plan. If an Employee's employment with the Employer terminates prior to the restated Effective Date, that Employee is entitled to benefits under the Plan as the Plan existed on the date of the Employee's termination of employment.

**1.58 Retirement Income Account ("RIA").** Retirement Income Account or "RIA" means a Defined Contribution Plan established or maintained by a Church-Related Organization to provide 403(b) benefits for its Employees or their Beneficiaries or a self-employed minister to provide 403(b) benefits for himself or herself. Under an RIA: (i) there is a separate accounting for the RIA's interest in the underlying assets so as to distinguish the RIA's interest in such assets from any other interest therein; (ii) investment performance is based on the gains and losses of the RIA's assets; (iii) assets may not be used for, or diverted to, purposes other than for the exclusive benefit of Participants and Beneficiaries; and (iv) the Employer in its Adoption Agreement must elect to treat the Plan as an RIA. See Section 8.05.

**1.59 Rollover Contribution.** A Rollover Contribution means an amount of cash or property (including a Participant

loan from another plan) which the Code permits an Eligible Employee or Participant to transfer directly or indirectly to this Plan from another Eligible Retirement Plan within the meaning of Code §402(c)(8)(B) and Section 6.08(D)(2).

**1.60 Safe Harbor Contribution/Additional Matching Contribution.** Safe Harbor Contribution means a Safe Harbor Nonelective Contribution or a Safe Harbor Matching Contribution as the Employer elects in its Adoption Agreement. Additional Matching Contribution means as the Employer elects in its Adoption Agreement. See Section 3.04.

**1.61 Salary Reduction Agreement.** A Salary Reduction Agreement means a Participant's written election to make Elective Deferrals to the Plan, made on the form the Plan provides for this purpose.

**(A) Effective Date.** A Salary Reduction Agreement may not be effective earlier than the following date which occurs last: (1) under Article II, the Participant's Entry Date or, in the case of a re-hired Employee, his/her re-participation date; (2) the execution date of the Salary Reduction Agreement; (3) the date the Employer adopts the 403(b) Plan; or (4) the Effective Date of the 403(b) Plan.

**(B) Compensation.** A Salary Reduction Agreement must specify the dollar amount of Compensation or the percentage of Compensation the Participant wishes to defer. The Salary Reduction Agreement will apply: (1) only to Compensation which becomes currently available after the effective date of the Salary Reduction Agreement; and (2) to all Elective Deferral Compensation or Salary Reduction Agreement Compensation as the Employer elects in its Adoption Agreement, unless the Participant in his/her Salary Reduction Agreement elects to apply the Agreement only to a lesser amount of such Compensation.

**(C) Additional Rules.** The Plan in the Plan's Salary Reduction Agreement form, or in a Salary Reduction Agreement policy will specify additional rules and restrictions applicable to a Participant's Salary Reduction Agreement. Any such rules and restrictions must be consistent with the Plan and with Applicable Law.

**1.62 Separation from Service/Severance from Employment.** Separation from Service means an event after which the Employee no longer has an employment relationship with the Employer maintaining this Plan or with a Related Employer. The Plan applies Separation from Service for all purposes except as otherwise provided. For purposes of distribution of Restricted Balances in Article VI, the application of Post-Severance Compensation in Article III and look-back period distributions under Article X, the Plan will apply the definition of Severance from Employment under EGTRRA §646 (as modified Code §415(h)).

**1.63 Service.** Service means any period of time the Employee is in the employ of the Employer, including any period the Employee is on an unpaid leave of absence authorized by the Employer under a uniform, nondiscriminatory policy applicable to all Employees.

**(A) Related Employer Service.** See Section 1.27(A).

**(B) Service with a Predecessor Employer.** The Plan does not credit Service with a predecessor employer, unless the Employer in its Adoption Agreement (or in a Participation Agreement, if applicable) elects to credit designated predecessor employer Service and specifies the purposes for which the Plan will credit service with that predecessor employer. Unless the Employer under its Adoption Agreement provides for this purpose specific Entry Dates, an Employee who satisfies the Plan's eligibility condition(s) by reason of the crediting of predecessor service

will enter the Plan in accordance with the provisions of Article II as if the Employee were a re-employed Employee on the first day the Plan credits predecessor service.

1.64 **State.** State means a State, a political subdivision of a State, or any agency of instrumentality of a State, and includes the District of Columbia. In determining whether an individual is Performing Services for a Public School, a State includes an Indian tribal government.

1.65 **Successor Plan.** Successor Plan means a plan in which at least 50% of the Eligible Employees of the first Plan Year were eligible under another 401(m) Plan maintained by the Employer in the prior Plan Year.

1.66 **Type of 403(b) Plan.** Type of 403(b) Plan means the type of 403(b) Plan the Employer elects in its Adoption Agreement.

**(A) Custodial Account Plan.** A Custodial Account Plan means a 403(b) Plan which invests contributions in regulated investment company within the meaning of Code §851(a) held by a Custodian ("Mutual Funds") and which satisfies the requirements of Code §403(b)(7).

**(B) Annuity Contract Plan.** An Annuity Contract Plan means a 403(b) Plan which invests contributions in Annuity Contracts and which satisfies the requirements of Code §403(b)(1).

**(C) Combination Annuity Contract and Custodial Account Plan.** A Combination Annuity Contract and Custodial Account Plan means a 403(b) Plan which invests contributions in Mutual Funds and Annuity Contracts and which satisfies the respective requirements of Code §§403(b)(1) and (b)(7).

**(D) Retirement Income Account (RIA) Plan.** A Retirement Income Account Plan means a 403(b) Plan which holds and invests contributions in an account which satisfies the requirements of Code §403(b)(9).

1.67 **Taxable Year.** Taxable Year means the taxable year of a Participant.

1.68 **Vested.** Vested means a Participant or a Beneficiary has an unconditional claim, legally enforceable against the Plan, to the Participant's Account Balance or Accrued Benefit or to a portion thereof if not 100% vested.

1.69 **USERRA.** USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

1.70 **Vendor.** Vendor means the Custodian, the Insurance Company, or in the case of an RIA, the person or entity holding the RIA assets, as the context requires. With regard to a Funding Vehicle, the Vendor is the provider of that Funding Vehicle. With regard to a Participant, the Vendor is the provider of any Funding Vehicle holding all or part of the Participant's Account.

**ARTICLE II**  
**ELIGIBILITY AND PARTICIPATION**

2.01 **ELIGIBILITY.** Each Eligible Employee becomes a Participant in the Plan in accordance with the eligibility conditions the Employer elects in its Adoption Agreement. The Employer may elect different age and service conditions for different Contribution Types under the Plan.

**(A) Elective Deferrals/Universal Availability.** An Employee, other than an Excluded Employee which the Employer may properly exclude from making Elective Deferrals under Code §403(b), must become a Participant in the Elective Deferral portion of the Plan on his/her first day of employment with the Employer, or, if later, the Effective Date of the Plan.

**(B) Nonelective and Matching.** The provisions of this Section 2.01(B) apply to Employer Contributions and Employee Contributions, and do not apply to Elective Deferrals.

**(1) Eligibility Conditions.** The Employer in its Adoption Agreement will elect the age and service conditions applicable to Employer Contributions or Employee Contributions, if any. For purposes of an Eligible Employee's participation in Employer Contributions or Employee Contributions, the Plan may not impose an age condition exceeding age 21 and may not require completion of more than one Year of Service, except under Section 2.02(E).

**(2) New Plan.** Any Eligible Employee who has satisfied the Plan's eligibility conditions and who has reached his/her Entry Date as of the Effective Date is eligible to participate as of the Effective Date, assuming the Employer continues to employ the Employee on that date. Any other Eligible Employee becomes eligible to participate: (1) upon satisfaction of the eligibility conditions and reaching his/her Entry Date; or (2) upon reaching his/her Entry Date if such Employee had already satisfied the eligibility conditions prior to the Effective Date.

**(3) Restated Plan.** If this Plan is a Restated Plan, each Employee who was a Participant in the Plan on the day before the restated Effective Date continues as a Participant in the Restated Plan, irrespective of whether he/she satisfies the eligibility conditions of the Restated Plan, unless the Employer provides otherwise in its Adoption Agreement.

2.02 **APPLICATION OF SERVICE CONDITIONS.** The Plan Administrator will apply this Section 2.02 in administering the Plan's eligibility service condition(s) for Employer Contributions and Employee Contributions, if any. This Section will not apply to Elective Deferrals.

**(A) Definition of Year of Service.** A Year of Service for purposes of an Employee's participation in the Plan, means the applicable Eligibility Computation Period under Section 2.02(C), during which the Employee completes the number of Hours of Service (not exceeding 1,000) the Employer specifies in its Adoption Agreement, without regard to whether the Employer continues to employ the Employee during the entire Eligibility Computation Period.

**(B) Counting Years of Service.** For purposes of an Employee's participation in the Plan, the Plan counts all of an Employee's Years of Service, except as provided in Section 2.03.

**(C) Initial and Subsequent Eligibility Computation Periods.** If the Plan requires one Year of Service for eligibility and an Employee does not complete one Year of Service during the Initial Eligibility Computation Period, the Plan measures Subsequent Eligibility Computation Periods in accordance with the Employer's election in its Adoption Agreement. If the Plan measures Subsequent Eligibility Computation Periods on a Plan Year basis, an Employee who receives credit for the required number of Hours of Service during the Initial Eligibility Computation Period and also during the first applicable Plan Year receives credit for two Years of Service under Article II.

**(1) Definition of Eligibility Computation Period.** An Eligibility Computation Period is a 12-consecutive month period.

**(2) Definition of Initial Eligibility Computation Period.** The "Initial Eligibility Computation Period" is the Employee's Anniversary Year which begins on the Employee's Employment Commencement Date.

**(3) Definition of Anniversary Year.** An Employee's "Anniversary Year" is the 12-consecutive month period beginning on the Employee's Employment Commencement Date or on anniversaries thereof.

**(4) Definitions of Employment Commencement Date/Re-Employment Commencement Date.** An Employee's Employment Commencement Date is the date on which the Employee first performs an Hour of Service for the Employer. An Employee's Re-Employment Commencement Date is the date on which the Employee first performs an Hour of Service for the Employer after the Employer re-employs the Employee.

**(5) Definition of Subsequent Eligibility Computation Period.** A Subsequent Eligibility Computation Period is any Eligibility Computation Period after the Initial Eligibility Computation Period, as the Employer elects in its Adoption Agreement.

**(D) Entry Date.** The Employer in its Adoption Agreement elects the Entry Date(s) and elects whether such Entry Date(s) are retroactive, coincident with or next following an Employee's satisfaction of the Plan's eligibility conditions. The Employer may elect to apply different Entry Dates to different Contribution Types.

**(1) Definition of Entry Date.** The Entry Date is the date upon which an Eligible Employee who has satisfied the Plan's eligibility requirements commences participation in the Plan, provided the Employer employs the Employee on such Date.

**(2) Maximum delay in participation.** An Entry Date may not result in an Eligible Employee who has satisfied the Plan's eligibility conditions being held out of Plan participation longer than six months, or if earlier, the first day of the next Plan Year, following completion of the maximum eligibility requirements.

**(E) Alternative Service Conditions.** The Employer in its Adoption Agreement may elect to impose for eligibility a condition of less than one Year of Service or of more than one Year of Service, but not exceeding two Years of Service. If the Employer elects an alternative Service condition to one Year of

Service or two Years of Service, the Employer must elect in its Adoption Agreement the Hour of Service and other requirement(s), if any, after the Employee completes one Hour of Service. Under any alternative Service condition election, the Plan may not require an Employee to complete more than one Year of Service (1,000 Hours of Service in 12-consecutive months) or two Years of Service if applicable.

**(1) Vesting requirement.** If the Employer elects to impose more than a one Year of Service eligibility condition, the Plan Administrator must apply 100% vesting on any Employer Contributions (and the resulting Accounts) subject to that eligibility condition.

**(2) One Year of Service maximum for specified Contributions.** The Plan may not require more than one Year of Service for eligibility for an Eligible Employee to receive Safe Harbor Contributions.

**(F) Equivalency or Elapsed Time.** If the Employer in its Adoption Agreement elects to apply the Equivalency Method or the Elapsed Time Method in applying the Plan's eligibility Service condition, the Plan Administrator will credit Service in accordance with Sections 1.40(A)(2) and (3).

**2.03 BREAK IN SERVICE – PARTICIPATION.** The Plan Administrator will apply this Section 2.03 if any Break in Service rule applies under the Plan. The Break in Service rules do not apply to Elective Deferrals.

**(A) Definition of Break in Service.** For purposes of this Article II, an Employee incurs a Break in Service if during any applicable Eligibility Computation Period he/she does not complete more than 500 Hours of Service with the Employer. The Eligibility Computation Period under this Section 2.03(A) is the same as the Eligibility Computation Period the Plan uses to measure a Year of Service under Section 2.02. If the Plan applies the Elapsed Time Method of crediting Service under Section 1.40(A)(3), a Participant incurs a "Break in Service" if the Participant has a Period of Severance of at least 12 consecutive months.

**(B) Two Year Eligibility.** If the Employer under the Adoption Agreement elects a two Years of Service eligibility condition, an Employee who incurs a one year Break in Service prior to completing two Years of Service: (1) is a new Employee, on the date he/she first performs an Hour of Service for the Employer after the Break in Service; (2) the Plan disregards the Employee's Service prior to the Break in Service; and (3) the Employee establishes a new Employment Commencement Date for purposes of the Initial Eligibility Computation Period under Section 2.02(C).

**(C) USERRA.** An Employee who has completed Qualified Military Service and who the Employer has rehired under USERRA, does not incur a Break in Service under the Plan by reason of the period of such Qualified Military Service.

**(D) One Year Hold-Out Rule and Rule of Parity – Participation.** For purposes of Plan participation, the Plan does not apply the "one-year hold-out rule" under Code §410(a)(5)(C) or the "rule of parity" under Code §410(a)(5)(D), unless the Employer in an Addendum specifies that one or both of these rules apply.

**2.04 PARTICIPATION UPON RE-EMPLOYMENT.** The provisions of Paragraphs (A), (B), and (C) of this Section 2.04

apply to Employer Contributions. An Employee who incurs a Separation from Service will enter or re-enter the Plan as a Participant for purposes of Elective Deferrals on his/her Re-employment Commencement Date (provided he/she is not an Excluded Employee).

**(A) Rehired Participant/Immediate Re-Entry.** A Participant who incurs a Separation from Service will re-enter the Plan as a Participant on the date of his/her Re-Employment Commencement Date (provided he/she is not an Excluded Employee), subject to any Break in Service rule, if applicable, under Section 2.03.

**(B) Rehired Eligible Employee Who Had Satisfied Eligibility.** An Eligible Employee who satisfies the Plan's eligibility conditions, but who incurs a Separation from Service prior to becoming a Participant, subject to any Break in Service rule, if applicable, under Section 2.03, will become a Participant on the later of: (1) the Entry Date on which he/she would have entered the Plan had he/she not incurred a Separation from Service; or (2) his/her Re-Employment Commencement Date.

**(C) Rehired Eligible Employee Who Had Not Satisfied Eligibility.** An Eligible Employee who incurs a Separation from Service prior to satisfying the Plan's eligibility conditions, becomes a Participant in accordance with the Employer's Adoption Agreement elections. The Plan Administrator, for purposes of applying any shift in the Eligibility Computation Period, takes into account the Employee's prior Service and the Employee is not treated as a new hire.

**2.05 CHANGE IN EMPLOYMENT STATUS.** The Plan Administrator will apply this Section 2.05 if the Employer in its Adoption Agreement elected to exclude any Employees as Excluded Employees.

**(A) Participant Becomes an Excluded Employee.** If a Participant has not incurred a Separation from Service but becomes an Excluded Employee, during the period of exclusion the Excluded Employee: (i) will not share in the allocation of any Employer Contributions or Participant forfeitures, based on Compensation paid to the Excluded Employee during the period of exclusion; (ii) may not make Employee Contributions or Rollover Contributions; and (iii) may not make Elective Deferrals as to Compensation paid to the Excluded Employee during the period of exclusion.

**(1) Vesting, accrual, Break in Service and Earnings.** A Participant who becomes an Excluded Employee under this Section 2.05(A) continues: (a) to receive Service credit for vesting under Article V for each included vesting Year of Service; (b) to receive Service credit for applying any allocation conditions under Section 3.06 as to Employer Contributions accruing for any non-excluded period; (c) to receive Service credit in applying the Break in Service rules; and (d) to share fully in Earnings under Article VII.

**(2) Resumption of Eligible Employee status.** If a Participant who becomes an Excluded Employee subsequently resumes status as an Eligible Employee, the Participant will participate in the Plan immediately upon resuming eligible status, subject to the Break in Service rules, if applicable, under Section 2.03.

**(B) Excluded Employee Becomes Eligible.** If an Excluded Employee who is not a Participant becomes an Eligible Employee, (1) he/she will participate immediately in the

Elective Deferral portion of the Plan; and (2) he/she will participate immediately in the Employer Contribution portion of the Plan if he/she has satisfied the Plan's eligibility conditions and would have been a Participant had he/she not been an Excluded Employee during his/her period of Service. An

Excluded Employee receives Service credit for eligibility, for allocation conditions under Section 3.06 (but the Plan disregards Compensation paid while excluded) and for vesting under Article V for each included vesting Year of Service, notwithstanding the Employee's Excluded Employee status.

**ARTICLE III  
PLAN CONTRIBUTIONS AND FORFEITURES**

3.01 **CONTRIBUTION TYPES.** The Employer in its Adoption Agreement will elect the Contribution Type(s) and any formulas, allocation methods, conditions and limitations applicable thereto, except where the Plan expressly reserves discretion to the Employer or to the Plan Administrator.

**(A) Application of Limits.** The Employer will not make a contribution to a Funding Vehicle for any Plan Year to the extent the contribution would exceed any Article IV limit or other Plan limit.

**(B) Compensation for Allocations/Limit.** The Plan will allocate all Employer Contributions and Elective Deferrals based on the definition of Compensation the Employer elects in its Adoption Agreement for a particular Contribution Type. Except for a Plan maintained by a Church, the Plan Administrator in allocating such contributions must limit each Participant's Compensation to the amount described in Section 1.12(F).

**(C) Allocation Conditions.** The Plan Administrator will allocate Employer Contributions only to those Participants who satisfy the Plan's allocation conditions under Section 3.06, if any, for the Contribution Type being allocated.

**(D) Time of Payment of Contribution.** The Employer may pay Employer Contributions for any Plan Year in one or more installments without interest. Unless otherwise required by applicable contract or Applicable Law, the Employer may make an Employer Contribution to the Plan or a particular Plan Year at such time(s) as the Employer in its sole discretion determines. If the Employer makes a contribution for a particular Plan Year after the close of that Plan Year, the Employer will designate the Plan Year for which the Employer is making the Employer Contribution. The Plan will allocate the contribution accordingly.

**(E) Return of Employer Contribution.** The Employer contributes to the Plan on the condition its contribution is not due to a mistake of fact.

**(1) Request for contribution return/timing.** The Vendor, upon written request from the Employer, must return to the Employer the amount of the Employer Contribution made by the Employer by mistake of fact. The Vendor will not return any portion of the Employer Contribution under the provisions of this Section 3.01(E) more than one year after the Employer made the contribution by mistake of fact.

**(2) Earnings.** The Vendor will not increase the amount of the Employer Contribution returnable under this Section 3.01(E) for any Earnings attributable to the contribution, but the Vendor will decrease the Employer Contribution returnable for any losses attributable to the Contribution.

**(3) Evidence.** The Vendor may require the Employer to furnish the Vendor whatever evidence the Vendor deems necessary to enable the Vendor to confirm the amount the Employer has requested be returned is properly returnable under Applicable Law.

**(F) Frozen Plans.** The Employer in its Adoption Agreement (or in an Employer resolution) may elect to treat the Plan as a Frozen Plan. Under a Frozen Plan, the Employer and the

Participants will not make any contributions to the Plan. A Frozen Plan remains subject to all exclusion and reporting requirements except as Applicable Law otherwise provides other than those related to required funding and the Plan provisions continue in effect until the Employer terminates the Plan. An Eligible Employee will not become a Participant in a Frozen Plan after the date the Plan becomes a Frozen Plan.

3.02 **ELECTIVE DEFERRALS.** A Participant's Elective Deferrals will be made pursuant to a Salary Reduction Agreement unless the Employer elects in its Adoption Agreement to apply the Automatic Deferral provision under Section 3.02(B).

**(A) Limitations.** Except as described below regarding Catch-Up Deferrals, the Employer in its Adoption Agreement must elect the Plan limitations, if any, which apply to Elective Deferrals (or separately to Pre-Tax Deferrals or to Roth Deferrals, if applicable). Such Plan limitations are in addition to those mandatory limitations imposed under Article IV and under Applicable Law. In applying any such additional Plan limitation, the Plan Administrator will take into account the Compensation for Elective Deferral purposes the Employer elects in the Adoption Agreement. The Plan in the Salary Reduction Agreement form or in a Salary Reduction Agreement policy may specify limits and conditions applicable to Salary Reduction Agreements, consistent with Applicable Law. See Section 3.04(C)(2) regarding limits on Elective Deferrals under a safe harbor plan. Solely for purposes of establishing a Plan limit on Elective Deferrals under Section 3.02(E) relating to Catch-Up Deferrals, the Plan Administrator may establish or change a Plan limit on Elective Deferrals from time to time by providing notice to the Participants as is consistent with Applicable Law. Any such limit change made during a Plan Year applies only prospectively.

**(B) Automatic Deferrals.** The Employer in its Adoption Agreement may elect to apply the Automatic Deferral provisions of this Section 3.02(B).

**(1) Definition of Automatic Deferral.** An Automatic Deferral is an Elective Deferral that results from the operation of this Section 3.02(B). Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Amount the Compensation of each Participant whose Elective Deferrals (without regard to whether such Elective Deferrals are Pre-Tax Deferrals or are Roth Deferrals) for the period affected by the Automatic Deferral are not at least equal to the Automatic Deferral Amount. The Plan Administrator will not apply the Automatic Deferral to those Participants: (a) whose Elective Deferrals are in amount equal to or greater than the Automatic Deferral Amount; or (b) who timely make a Contrary Election under Section 3.02(B)(4).

**(2) Definition of Automatic Deferral Amount/Increases.** The Automatic Deferral Amount is the amount of Automatic Deferral which the Employer elects in its Adoption Agreement. The Employer in its Adoption Agreement may elect to apply a scheduled increase to the Automatic Deferral Amount. If a Participant has elected to defer an amount which is less than the Automatic Deferral Amount the Employer has elected in its Adoption Agreement, the Automatic Deferral Amount under this Section 3.02(B) includes only the incremental amount necessary to increase the Participant's

Elective Deferral to equal the Automatic Deferral Amount, including any scheduled increases thereto.

**(3) Employees or Participants subject to Automatic Deferral.** If the Employer elects to apply the Automatic Deferral, the Employer in its Adoption Agreement will elect which Participants or Employees are affected by the Automatic Deferral on the Effective Date thereof and which Participants, if any, are not subject to the Automatic Deferral.

**(4) Definition of Contrary Election.** A Contrary Election is a Participant's election made after the Effective Date of the Automatic Deferral not to defer any Compensation or to defer an amount which is more or less than the Automatic Deferral Amount.

**(5) Effective Date of Contrary Election.** A Participant's Contrary Election generally is effective as of the first payroll period which follows the Participant's Contrary Election. However, a Participant may make a Contrary Election which is effective: (a) for the first payroll period in which he/she becomes a Participant if the Participant makes a Contrary Election within a reasonable period following the Participant's Entry Date and before the Compensation to which the Election applies becomes currently available; or (b) for the first payroll period following the Effective Date of the Automatic Deferral, if the Participant makes a Contrary Election not later than the Effective Date of the Automatic Deferral. A Participant who makes a Contrary Election is not thereafter subject to the Automatic Deferral or to any scheduled increases thereto, even if the Participant later revokes or modifies the Contrary Election. A Participant's Contrary Election continues in effect until the Participant subsequently changes his/her Salary Reduction Agreement.

**(6) Automatic Deferral election notice.** If the Employer in its Adoption Agreement elects the Automatic Deferral, the Plan Administrator must provide a notice (consistent with Applicable Law) to each Eligible Employee which explains the effect of the Automatic Deferral and a Participant's right to make a Contrary Election, including the procedure and timing applicable to the Contrary Election. The Plan Administrator must provide the notice to an Eligible Employee a reasonable period prior to that Employee's commencement of participation in the Plan subject to the Automatic Deferral. The Plan Administrator also must provide Participants with the effective opportunity to make a Contrary Election at least once during each Plan Year.

**(7) Treatment of Automatic Deferrals/Roth or Pre-Tax.** The Plan Administrator will treat Automatic Deferrals as Elective Deferrals for all purposes under the Plan, including application of limitations and distributions. Automatic Deferrals are Pre-Tax Deferrals unless the election notice under Section 3.02(B)(6) specifically designates that Automatic Deferrals, or a portion thereof, are Roth Deferrals.

**(C) Eligible Automatic Contribution Arrangement ("EACA").** If the Employer maintains a Plan with Automatic Deferral provisions as an Eligible Automatic Contribution Arrangement ("EACA"), the Employer in its Adoption Agreement may elect to apply the permissible withdrawal provisions of Section 6.01(D)(7). A Plan is a EACA as defined in Code §414(w) if the Plan satisfies: (1) the uniformity requirements under Section 3.02(C)(1); (2) the notice requirements under Section 3.02(C)(2); and (3) to the extent

required by Applicable Law, the default investment requirements under Section 3.02(C)(3).

**(1) Uniformity.** The Plan satisfies the uniformity requirement if the plan provides an Automatic Deferral Amount that is a uniform percentage of Compensation. However, the Plan does not violate the uniform Automatic Deferral Amount merely because:

**(a) Years of participation.** The Automatic Deferral Amount varies based on the number of Plan Years the Employee has participated in the Plan while the Plan has applied Automatic Deferral provisions;

**(b) No reduction from prior default percentage.** The Plan does not reduce an Automatic Deferral Amount that, immediately prior to the effective date of the EACA provisions was higher (for any Participant) than the Automatic Deferral Amount;

**(c) Applying statutory limits.** The Plan limits the Automatic Deferral Amount so as not to exceed the limits of Code §§401(a)(17), 402(g) (determined without regard to Qualified Organization Catch-Up Deferrals or Age 50 Catch-Up Deferrals), or 415; or

**(d) No deferrals during hardship suspension.** The Plan does not apply the Automatic Deferral Amount during the period of suspension, under Section 6.07(B)(1), of Participant's right to make Elective Deferrals to the Plan following a hardship distribution.

**(2) EACA notice.** The Plan satisfies the notice requirement if the Plan Administrator annually provides a EACA notice to each Participant a reasonable period prior to each Plan Year the Employer maintains the Plan as a EACA ("EACA Plan Year").

**(a) Deemed reasonable notice/new Participant.** The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.

**(b) Mid-year notice/new Participant or Plan.** If: (a) an Employee becomes eligible to make Elective Deferrals in the Plan during a EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that Plan Year; or (b) the Employer adopts mid-year a new Plan as a EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make Elective Deferrals.

**(c) Content.** The EACA notice must provide comprehensive information regarding the Participants' rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant.

**(3) Default investment.** The Plan satisfies the default investment requirement, if the Plan Administrator, invests the Automatic Deferrals in accordance with ERISA §404(c)(5) and DOL Reg. §2550.404c-5. This Section 3.02(C)(3) does not apply if the Plan is not an ERISA Plan.

**(D) Qualified Organization Catch-Up.** The Employer in its Adoption Agreement may elect to permit a Participant who



qualifies to make a Qualified Organization Catch-Up Deferral under this Section 3.02(D).

**(1) Definition of Qualified Organization Catch-Up Deferral.** For any calendar year in which an Employee has completed at least 15 Years of Service with the Qualified Organization, the Elective Deferral Limit will increase by the lesser of (1) \$3,000; (2) \$15,000 reduced by all the Employee's Elective Deferrals for prior Taxable Years by reason of the increased limitation under this Section 3.02(D); (3) or the excess of \$5,000 multiplied by the number of Years of Service of the Employee with the Employer, over the Employee's deferral contributions made for prior Taxable Years pursuant to Code §§401(k), 408(k)(6), 408(p) or 403(b).

**(2) Definition of Qualified Organization.** For purposes of this Section 3.02(D), a "Qualified Organization" means an educational organization, hospital, home health service agency, health and welfare service agency, or a Church-Related Organization. The following definitions apply in determining a qualified organization: (a) An "educational organization" means an educational organization described in Code §170(b)(1)(A)(ii); (b) A "home health service agency" means an organization described in Code §501(c)(3) which is exempt from tax under Code §501(a) and which the Secretary of Health, Education, and Welfare has determined is a home health agency (as defined in Section 1861(o)) of the Social Security Act; and (c) a health and welfare service agency means either an organization whose primary activity is to provide medical care services under Code §213(d) or a Code §501(c)(3) organization whose primary activity is the prevention of cruelty to individuals or to animals, or which provides substantial personal services to the needy as part of its primary activity.

**(3) Definition of Years of Service.** For purposes of this Section 3.02(D), a "Year of Service" means each full year during which the individual is a full-time Employee of the Employer, plus fractional credit for each part for the year during which the Employee is either full-time for part of the year or is part-time, determined in accordance with Treas. Reg. §1.403(b)-4(e).

**(4) Application of Annual Additions Limit.** A Qualified Organization Catch-Up Deferral is subject to the Annual Additions Limit in Section 4.04(B).

**(5) Application of both Catch-Ups.** A Participant, subject to applicable limits, may contribute both a Qualified Organization Catch-Up Deferral and an Age 50 Catch-Up Deferral. The Plan Administrator will treat any amounts so contributed first as a Qualified Organization Catch-Up Deferral.

**(E) Age 50 Catch-Up Deferrals.** The Employer in its Adoption Agreement may elect to permit Catch-Up Eligible Participants to make Age 50 Catch-Up Deferrals to the Plan under this Section 3.02(E).

**(1) Definition of Catch-Up Eligible Participant.** A Catch-Up Eligible Participant is a Participant who is eligible to make Elective Deferrals and who has attained age 50 or who will attain age 50 before the end of the Taxable Year in which he/she will make a Catch-Up Deferral. A Participant who dies or who incurs a Separation from Service before actually attaining age 50 in such Taxable Year is a Catch-Up Eligible Participant.

**(2) Definition of Age 50 Catch-Up Deferral.** An Age 50 Catch-up Deferral is an Elective Deferral by a Catch-up Eligible

Participant and which exceeds: (a) a Plan limit on Elective Deferrals under Section 3.02(A); (b) the Annual Additions Limit under Section 4.04(B); or (c) the Elective Deferral Limit under Section 4.08(A).

**(3) Limit on Age 50 Catch-Up Deferrals.** A Participant's Age 50 Catch-Up Deferrals for a Taxable Year: (i) may not exceed \$5,000; and (ii) when added to the Participant's other Elective Deferrals, may not exceed 100% of the Participant's Compensation for the Taxable Year.

**(4) Adjustment after 2006.** After the 2006 Taxable Year, the Secretary of the Treasury will adjust the Age 50 Catch-Up Deferral dollar limit in multiples of \$500 under Code §414(v)(2)(C).

**(5) Treatment of Age 50 Catch-Up Deferrals.** Age 50 Catch-Up Deferrals are not: (a) subject to the Annual Additions Limit under Section 4.04(B); or (b) subject to the Elective Deferral Limit under Section 4.08(A).

**(6) Universal availability.** If the Employer permits Age 50 Catch-Up Deferrals to its Plan, the right of all Catch-Up Eligible Participants to make Age 50 Catch-Up Deferrals must satisfy the universal availability requirement. If the Employer maintains more than one applicable plan, and any of the applicable plans permit Age 50 Catch-Up Deferrals, then any Catch-up Eligible Participant in any such plans must be permitted to have the same effective opportunity to make the same dollar amount of Age 50 Catch-Up Deferrals. The Plan will apply and interpret the Age 50 Catch-Up Deferral requirements consistent with the applicable regulations.

**(F) Roth Deferrals.** Effective for Taxable Years beginning in 2006, the Employer in its Adoption Agreement may elect to permit Roth Deferrals. The Employer must also elect to permit Pre-Tax Deferrals if the Employer elects to permit Roth Deferrals. The Plan Administrator will administer Roth Deferrals in accordance with this Section 3.02(F).

**(1) Treatment of Roth Deferrals.** The Plan Administrator will treat Roth Deferrals as Elective Deferrals for all purposes of the Plan, except where the Plan or Applicable Law indicate otherwise.

**(2) Separate accounting.** The Plan will establish a Roth Deferral Account for each Participant who makes any Roth Deferrals and Earnings thereon in accordance with Section 7.04(A)(1). The Plan will establish a Pre-Tax Account for each Participant who makes any Pre-Tax Deferrals in accordance with Section 7.04(A)(1). The Plan will credit only Roth Deferrals and Earnings thereon (allocated on a reasonable and consistent basis) to a Participant's Roth Deferral Account. The Vendor will be responsible only for contributions made under the Vendor's Funding Vehicle.

**(3) No re-classification.** An Elective Deferral contributed to the Plan either as a Pre-Tax Deferral or as a Roth Deferral may not be re-classified as the other type of Elective Deferral.

**3.03 MATCHING CONTRIBUTIONS.** If the Employer elects in its Adoption Agreement to provide for Matching Contributions, the Plan Administrator will apply the provisions of this Section 3.03.

**(A) Matching Formula: Type, Rate/Amount, Limitations and Time Period.** The Employer in its Adoption Agreement

must elect the type(s) of Matching Contributions (Fixed or Discretionary Matching Contributions), and as applicable, the Matching Contribution rate(s)/amount(s), the limit(s) on Elective Deferrals and/or Employee Contributions subject to match, the limit(s) on the amount of Matching Contributions, and the time period the Plan Administrator will apply in the computation of any Matching Contributions. If the Employer in its Adoption Agreement elects to apply any limit on Matching Contributions based on pay periods or on any other time period which is less than the Plan Year, the Plan Administrator will determine the limits in accordance with the time period specified and will not take into account any other Compensation not within the applicable time period, even in the case of a Participant who becomes eligible for the match mid-Plan Year and regardless of the Employer's election as to Participating Compensation. Except as described in Section 3.04 regarding the safe harbor 403(b) Plan, the time period that the Employer elects for computing its Matching Contributions does not require that the Employer actually contribute the Matching Contribution at any particular time. As to Matching Contribution timing and the ACP test, see Section 4.08(B)(5)(c)(iii).

**(1) Fixed Match.** The Employer in its Adoption Agreement may elect to make a Fixed Matching Contribution to the Plan under one or more formulas.

**(a) Allocation.** The Employer may contribute on a Participant's behalf under a Fixed Matching Contribution formula only to the extent that the Participant makes Elective Deferrals and/or Employee Contributions which are subject to the formula and if the Participant satisfies the allocation conditions for Fixed Matching Contributions, if any, the Employer elects in its Adoption Agreement.

**(2) Discretionary Match.** The Employer in its Adoption Agreement may elect to make a Discretionary Matching Contribution to the Plan.

**(a) Allocation.** To the extent the Employer makes Discretionary Matching Contributions, the Plan Administrator will allocate the Discretionary Matching Contributions to the Account of each Participant entitled to the match under the Employer's discretionary matching allocation formula and who satisfies the allocation conditions for Discretionary Matching Contributions, if any, the Employer elects in its Adoption Agreement. The Employer under a Discretionary Matching Contribution retains discretion over the amount of its Matching Contributions, and, except as the Employer otherwise elects in its Adoption Agreement, the Employer also retains discretion over the matching formula and any limits that apply to the formula.

**(B) Matching Catch-Up Deferrals.** The Employer in its Adoption Agreement must elect whether or not to match any Catch-Up Deferrals if the Plan permits Catch-Up Deferrals. The Employer's election to match Catch-Up Deferrals will apply to all Matching Contributions or will specify the Fixed Matching Contributions or Discretionary Matching Contributions which apply to the Catch-Up Deferrals. Regardless of the Employer's Adoption Agreement election, in a safe harbor 403(b) Plan which will satisfy the ACP test safe harbor under Section 3.04(G) (or which satisfies the ADP test safe harbor using any Safe Harbor Contribution other than a Safe Harbor Nonelective Contribution under Section 3.04(E)(2)), the Employer will apply the Basic Matching Contribution, Enhanced Matching Contribution and Additional Matching Contribution to Catch-Up Deferrals.

**(C) Targeting Limitations.** Matching Contributions are subject to the targeting limitations in Section 4.08(C).

**3.04 SAFE HARBOR CONTRIBUTIONS.** The Employer in its Adoption Agreement may elect to apply to its Plan the safe harbor provisions of this Section 3.04, including the safe harbor provisions for a Qualified Automatic Contribution Arrangement ("QACA") described in Section 3.04(J). If the Employer has elected to make Safe Harbor Contributions, then the Employer has elected to apply the provisions of this Section 3.04 and to make use of the ACP safe harbor described in Section 3.04(G).

**(A) Prior Election and Notice/12 Month Plan Year.** Except as otherwise provided in this Plan or in accordance with Applicable Law, an Employer: (i) prior to the Plan Year, must elect the safe harbor plan provisions of this Section 3.04; (ii) prior to the beginning of the Plan Year to which the safe harbor provisions apply, must satisfy the applicable notice requirements; and (iii) must apply the safe harbor provisions for the entire 12 month safe harbor Plan Year.

**(1) Short Plan Year.** An Employer's Plan may be a safe harbor plan in a short Plan Year: (a) as provided in Section 3.04(I)(3), relating to the initial safe harbor Plan Year; (b) if the Employer creates a short Plan Year by changing its Plan Year, provided that the Employer maintains the Plan as a safe harbor Plan in the Plan Years both before and after the short Plan Year as described in Treas. Reg. §1.401(k)-3(e)(3); or (c) if the short Plan Year is the result of the Employer's termination of the Plan under Section 3.04(I)(4).

**(B) Effect/Remaining Terms.** The provisions of this Section 3.04 apply to an electing Employer notwithstanding any contrary provision of the Plan and all other remaining Plan terms continue to apply to the Employer's safe harbor plan.

**(C) Compensation for Allocation.** In allocating Safe Harbor Contributions and for Elective Deferral allocation under this Section 3.04, the following provisions apply:

**(1) Nonelective and matching allocation.** Except in the case of a plan maintained by a Church, for purposes of allocating the Employer's Safe Harbor Contribution and Additional Matching Contribution, if any, Compensation is limited as described in Section 1.12(F) and Employer must elect under its Adoption Agreement a nondiscriminatory definition of Compensation as described in Section 1.12(G). Notwithstanding the foregoing, the Employer in its Adoption Agreement may not elect to limit NHCE Compensation to a specified dollar amount. The requirement to use a nondiscriminatory definition of Compensation does not apply to a plan maintained by a governmental organization.

**(2) Deferral allocation.** An Employer in its Adoption Agreement may elect to limit the type or amount of Compensation from which a Participant may make an Elective Deferral to any reasonable definition. The Employer also may elect to limit the amount of a Participant's Elective Deferrals to a whole percentage of Compensation or to a whole dollar amount, provided each Eligible NHCE Participant may make Elective Deferrals in an amount sufficient to receive the maximum Matching Contribution, if any, available under the Plan and may defer any lesser amount (subject to any percentage or dollar minimum). However, a Participant may not make Elective Deferrals in the event that the Participant is suspended from doing so under Section 6.07(B)(1), relating to hardship

distributions or to the extent that the allocation would exceed a Participant's Annual Additions Limit in Section 4.04(B) or the Maximum Deferral Limit in Section 4.08(A). If the Plan permits Roth Deferrals in addition to Pre-Tax Deferrals, Elective Deferrals for purposes of Section 3.04 includes both Roth Deferrals and Pre-Tax Deferrals.

**(D) "Early" (Split) Eligibility Plans.** The Employer in its Adoption Agreement may elect to limit Safe Harbor Contributions to the Participants who have attained age 21 and who have satisfied the one Year of Service under Article II. In doing so, if the Employer has elected "Participating Compensation" for allocating Nonelective Contributions or Matching Contributions, as appropriate, the Plan Administrator, in allocating the Safe Harbor Contribution for the Plan Year in which a Participant's Cross-Over Date occurs, will count Compensation only on and following the Cross-Over Date. See Section 4.05(C).

**(E) Safe Harbor Contributions.** An Employer, which elects under this Section 3.04(E) to apply the safe harbor provisions, must satisfy the ADP test safe harbor contribution requirement by making a Safe Harbor Contribution to the Plan. Except as otherwise provided in this Section 3.04, the Employer must make its Safe Harbor Contributions (and any Additional Matching Contributions which will satisfy the ACP test safe harbor) no later than twelve months after the end of the Plan Year to which such contributions are allocated. The Employer in its Adoption Agreement may elect to apply forfeitures toward satisfaction of the Employer's required Safe Harbor Contribution.

**(1) Definition of Safe Harbor Contribution.** A Safe Harbor Contribution is: (a) a Safe Harbor Nonelective Contribution; (b) a Basic Matching Contribution or a QACA Matching Contribution, as applicable; or (c) an Enhanced Matching Contribution.

**(2) Definition of Safe Harbor Nonelective Contribution.** A Safe Harbor Nonelective Contribution is a Fixed Nonelective Contribution in an amount the Employer elects in its Adoption Agreement, which must equal at least 3% of each Participant's Compensation.

**(3) Definition of Basic Matching Contribution.** A Basic Matching Contribution is a Fixed Matching Contribution equal to 100% of a Participant's Elective Deferrals which do not exceed 3% of Compensation, plus 50% of Elective Deferrals which exceed 3%, but do not exceed 5% of Compensation.

**(4) Definition of QACA Matching Contribution.** A QACA Matching Contribution is a Fixed Matching Contribution equal to 100% of a Participant's Elective Deferrals which do not exceed 1% of Compensation, plus 50% of Elective Deferrals which exceed 1%, but do not exceed 6% of Compensation. A QACA Matching Contribution is a Safe Harbor Contribution only if the plan is a QACA under Section 3.04(J).

**(5) Definition of Enhanced Matching Contribution.** An Enhanced Matching Contribution is a Fixed Matching Contribution made in accordance with any formula the Employer elects in its Adoption Agreement under which: (a) at any rate of Elective Deferrals, a Participant receives a Matching Contribution which is at least equal to the match the Participant would receive under the Basic Matching Contribution formula or (if the plan is a QACA under Section 3.04(J)) QACA Matching Contribution formula, as applicable; and (b) the rate of

match does not increase as the rate of Elective Deferrals increases.

**(6) No greater HCE match rate.** Under a Basic Matching Contribution or an Enhanced Matching Contribution, an HCE may not receive a greater rate of match at any level of Elective Deferrals than any NHCE.

**(7) Time period for computing/contributing safe harbor match.** The Employer in its Adoption Agreement must elect the applicable time period for computing the Employer's Basic Matching Contributions, QACA Matching Contributions or Enhanced Matching Contributions. If the Employer fails to so elect, the Employer is deemed to have elected to compute its Safe Harbor Matching Contribution based on the Plan Year. If the Employer elects to compute its Safe Harbor Matching Contribution based on a time period which is less than the Plan Year, the Employer must contribute the Safe Harbor Matching Contributions to the Plan no later than the end of the Plan Year quarter which follows the Plan Year quarter in which the Elective Deferral that gave rise to the Safe Harbor Matching Contribution was made. If the time period for computing the Safe Harbor Matching Contribution is the Plan Year, the Employer must contribute the Safe Harbor Matching Contribution to the Plan no later than twelve months after the end of the Plan Year to which the Safe Harbor Contribution is allocated.

**(8) No allocation conditions.** The Plan Administrator must allocate the Employer's Safe Harbor Contribution without regard to the Section 3.06 allocation conditions, if any.

**(9) Election to limit allocation to NHCEs.** The Employer in its Adoption Agreement must elect whether to limit the allocation of Safe Harbor Contributions only to NHCEs.

**(10) 100% Vesting/distribution restrictions.** A Participant's Account Balance attributable to Safe Harbor Contributions is subject to the distribution restrictions described in Section 6.01(E). A Participant's Account Balance attributable to Safe Harbor Contributions at all times is 100% Vested, unless the Plan is a QACA. If the Plan is a QACA, a Participant's Account Balance attributable to Safe Harbor Contributions is 100% Vested after the Participant has completed 2 Years of Service, unless the Employer in its Adoption Agreement elects a more rapid Vesting Schedule.

**(11) Application to other allocations/testing.** Except as the Employer otherwise indicates in an Addendum and as described below as to permitted disparity, any Safe Harbor Nonelective Contributions will be applied toward (offset) any other allocation to a Participant of a non-safe harbor Nonelective Contribution. An Employer electing to apply the general nondiscrimination test under Section 4.05(C), may include Safe Harbor Nonelective Contributions in applying the general test. An Employer which has elected in its Adoption Agreement to apply permitted disparity in allocating the Employer's Nonelective Contributions made in addition to Safe Harbor Nonelective Contributions, may not include within the permitted disparity formula allocation, any of the Employer's Safe Harbor Nonelective Contributions.

**(F) Additional Matching Contributions.** The Employer in its Adoption Agreement may elect to make Additional Matching Contributions to its safe harbor Plan under this Section 3.04(F).

**(1) Definition of Additional Matching Contributions.**

Additional Matching Contributions are Fixed or Discretionary Matching Contributions an Employer makes to its safe harbor Plan and which are in addition to those Safe Harbor Contributions the Employer makes to satisfy the ADP test safe harbor under Section 3.04(E).

**(2) Vesting, allocation conditions and distributions.**

The Employer must elect in its Adoption Agreement the vesting schedule and distribution provisions applicable to the Employer's Additional Matching Contributions. Any allocation conditions the Employer otherwise elects in its Adoption Agreement do not apply to Additional Matching Contributions.

**(3) Time period for computing/contributing safe harbor match.**

The Employer in its Adoption Agreement must elect the applicable time period for computing the Employer's Additional Matching Contributions. If the Employer fails to so elect, the Employer is deemed to have elected to compute its Additional Matching Contribution based on the Plan Year. If the Employer elects to apply the ACP test safe harbor and elects to compute its Additional Matching Contribution based on a time period which is less than the Plan Year, the Employer must contribute the Safe Harbor Matching Contributions to the Plan no later than the end of the Plan Year quarter which follows the Plan Year quarter in which the Elective Deferral that gave rise to the Additional Matching Contribution was made. If the Employer elects the Plan Year as the time period for computing the Additional Matching Contribution, the Employer must contribute the Additional Matching Contribution to the Plan no later than twelve months after the end of the Plan Year to which the Additional Contribution is allocated.

**(G) ACP test safe harbor.** If the Employer has elected to make Safe Harbor Contributions, then the Plan will apply the amount limitations under this Section 3.04(G) in order to comply with the ACP test safe harbor as described in this Section 3.04(G).

**(1) Amount limitations.**

Under the ACP test safe harbor: (a) the Employer may not make Matching Contributions as to a Participant's Elective Deferrals which exceed 6% of the Participant's Plan Year Compensation; (b) the amount of any Discretionary Additional Matching Contribution allocated to any Participant may not exceed 4% of the Participant's Plan Year Compensation; (c) the rate of Matching Contributions may not increase as the rate of Elective Deferrals increases; and (d) an HCE may not receive a rate of match greater than any NHCE, subject to application of Section 3.06 allocation conditions, if any.

**(2) No partial ACP test safe harbor.**

If the Employer's Plan has more than one Matching Contribution formula, each Matching Contribution must satisfy the ACP test safe harbor or the Employer must test all of its Matching Contributions together under Section 4.08(B) (ACP test) unless the Plan is otherwise exempt under Section 4.05(D).

**(3) Employee Contributions.**

If the Employer in its Adoption Agreement has elected to permit Employee Contributions under the Plan: (a) any Employee Contributions do not satisfy the ACP test safe harbor and the Plan Administrator must test the Employee Contributions under Section 4.08(B) (ACP test) using Current Year Testing unless the Plan is otherwise exempt under Section 4.05(D); and (b) if the Employer in its Adoption Agreement elects to match the Employee Contributions, the Plan Administrator in applying the 6% amount limit in Section 3.04(G)(1) must aggregate a

Participant's Elective Deferrals and Employee Contributions which are subject to the 6% limit.

**(H) Safe Harbor Notice.** The Plan Administrator annually must provide a safe harbor notice to each Participant a reasonable period prior to each Plan Year for which the Employer in its Adoption Agreement has elected to apply the safe harbor provisions.

**(1) Deemed reasonable notice/new Participant.** The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the safe harbor notice at least 30 days and not more than 90 days prior to the beginning of the safe harbor Plan Year.

**(2) Mid-year notice/new Participant or Plan.** If: (a) an Employee becomes eligible to participate in the Plan during a safe harbor Plan Year but after the Plan Administrator has provided the annual safe harbor notice for that Plan Year; or (b) the Employer adopts mid-year a new safe harbor Plan, the Plan Administrator must provide the safe harbor notice no later than the Employee's Entry Date.

**(3) Timing of initial QACA notice.** If the safe harbor Plan is a QACA, the Employer must provide the notice sufficiently early that an Employee has a reasonable period after receiving the notice and before the first Automatic Deferral to make a Contrary Election.

**(4) Content.** The safe harbor notice must provide comprehensive information regarding the Participants' rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant.

**(5) Election following notice.** A Participant may make or modify a Salary Reduction Agreement under the Employer's safe harbor 403(b) Plan for 30 days following receipt of the safe harbor notice, or if greater, for the period the Plan Administrator specifies in the Salary Reduction Agreement.

**(6) Notice failure.** If the Plan Administrator for any Plan Year fails to give a timely safe harbor notice or gives a notice which does not satisfy the safe harbor notice content requirements, the Plan is not a safe harbor plan for that Year and the Plan Administrator will test the Plan Year Matching Contributions, if any, under Section 4.08(B), unless the plan is otherwise exempt from the ACP test under Section 4.05(D). In such event, notwithstanding the Plan's failure to attain safe harbor status, any Adoption Agreement elections related to the safe harbor contributions continue to apply unless and until the Employer amends the Plan, Notwithstanding the foregoing, if the Employer corrects the safe harbor notice failure under Section 7.08, the Plan is a safe harbor plan for the applicable Plan Year.

**(I) Mid-year changes in safe harbor status.**

**(1) Late election of Safe Harbor Nonelective.** The Employer may amend its 403(b) Plan during any Plan Year to become a safe harbor plan under this Section 3.04(I)(1) for that Plan Year, provided: (i) the Plan then is using Current Year Testing; (ii) the Employer amends the Plan to add the safe harbor provisions not later than 30 days prior to the end of the Plan Year and to apply the safe harbor provisions for the entire Plan Year; (iii) the Employer elects to satisfy the safe harbor contribution requirement using the Safe Harbor Nonelective Contribution; and (iv) the Plan Administrator provides a notice

to Participants prior to the beginning of the Plan Year for which the safe harbor amendment may become effective, that the Employer later may amend the Plan to a safe harbor plan for that Plan Year using the Safe Harbor Nonelective Contribution and if the Employer so amends the Plan, the Plan Administrator will provide a supplemental notice to Participants at least 30 days prior to the end of that Plan Year informing Participants of the amendment. The Plan Administrator then timely must provide any supplemental notice required under this Section 3.04(I)(1). Except as otherwise specified, the Participant notices described in this Section 3.04(I)(1) also must satisfy the requirements applicable to safe harbor notices under Section 3.04(H).

**(2) Exiting safe harbor matching.** The Employer may amend its safe harbor 403(b) Plan during a Plan Year to reduce or eliminate prospectively, any Basic Matching Contribution, any Enhanced Matching Contribution or any Additional Matching Contribution, or may reduce or eliminate prospectively all of such contributions provided: (a) the Plan Administrator provides a notice to the Participants which explains the effect of the amendment, specifies the amendment's effective date and informs Participants they will have a reasonable opportunity to modify their Salary Reduction Agreements, and if applicable, Employee Contributions; (b) Participants have a reasonable opportunity and period prior to the effective date of the amendment to modify their Salary Reduction Agreements, and if applicable, Employee Contributions; and (c) the amendment is not effective earlier than the later of: (i) 30 days after the Plan Administrator gives notice of the amendment; or (ii) the date the Employer adopts the amendment. An Employer which amends its safe harbor Plan to eliminate or reduce the any Matching Contribution under this Section 3.04(I)(2), effective during the Plan Year, must continue to apply all of the safe harbor requirements of this Section 3.04 until the amendment becomes effective and also must apply for the entire Plan Year, using Current Year Testing, the nondiscrimination test under Section 4.08(B) (ACP test) unless the plan is otherwise exempt from the ACP test under Section 4.05(D).

**(3) New Plan/new Employer.** An Employer (including a new Employer) may establish a new safe harbor Plan which is not a Successor Plan, provided: (a) the Plan Year is at least 3 months long; (b) the Plan Administrator provides the safe harbor notice described in Section 3.04(H) a reasonable time prior to and not later than the effective date of the Plan; and (c) the Plan commencing on the Effective Date of the Plan satisfies all of the safe harbor requirements of this Section 3.04. If the Employer is new, the Plan Year may be less than 3 months provided the Plan is in effect as soon after the Employer is established as it is administratively feasible for the Employer to establish the Plan.

**(4) Plan termination.** An Employer may terminate its safe harbor plan mid-Plan Year in accordance with Article IX and this Section 3.04(I)(4).

**(a) Acquisition/disposition or substantial business hardship.** If the Employer terminates its safe harbor Plan resulting in a short Plan Year, and the termination is on account of an acquisition or disposition transaction described in Code §410(b)(6)(C), or if termination is on account the Employer's substantial business hardship, within the meaning of Code §412(d), the Plan remains a safe harbor Plan provided that the Employer satisfies this Section 3.04 through the effective date of the Plan termination.

**(b) Other termination.** If the Employer terminates its safe harbor Plan for any reason other than as described in Section 3.04(I)(4)(a), and the termination results in a short Plan Year, the Employer must conduct the termination under the provisions of Section 3.04(I)(2), except that the Employer need not provide Participants with the right to change their Salary Reduction Agreements.

**(J) QACA Provisions.** A safe harbor Plan is a QACA if the Plan applies the Automatic Deferral provisions of Section 3.02, as modified in this Section 3.04(J) regarding: (1) the Participants subject to the QACA, as described in Section 3.04(J)(1); (2) the Automatic Deferral Amount, as described in Section 3.04(J)(2); and (3) the uniformity requirement, as described in Section 3.04(J)(3).

**(1) Participants subject to the QACA.** The QACA will apply the Automatic Deferral Amount to each Participant eligible to make Elective Deferrals who does not make a Contrary Election (as defined in Section 3.02(B)(4)), unless the Employer in its Adoption Agreement elects not to apply the Automatic Deferral Amount to any Employee eligible to make Elective Deferrals immediately prior to the effective date of the QACA and who on the effective date had in effect a Salary Reduction Election (that remains in effect).

**(2) QACA Automatic Deferral Amount.** Except as provided in Section 3.04(J)(3), the Plan must apply to all Participants subject to the QACA as described in Section 3.04(J)(1), a uniform Automatic Deferral Amount, as a percentage of each Participant's Compensation, that the Employer elects in its Adoption Agreement, which does not exceed 10%, and which is at least the following minimum amount:

**(a) Initial period.** 3% for the period that begins when the Employee first participates in the QACA and ends on the last day of the following Plan Year;

**(b) Third Plan Year.** 4% for the third Plan Year of the Employee's participation in the QACA;

**(c) Fourth Plan Year.** 5% for the fourth Plan Year of the Employee's participation in the QACA; and

**(d) Fifth and later Plan Years.** 6% for the fifth Plan Year of the Employee's participation in the QACA and for each subsequent Plan Year.

**(3) Uniformity requirements.** A QACA does not fail to apply a uniform Automatic Deferral Amount merely because:

**(a) Years of participation.** The Automatic Deferral Amount varies based on the number of Plan Years the Employee has participated in the Plan while the Plan has been a QACA;

**(b) No reduction from prior default percentage.** The QACA does not reduce an Automatic Deferral Amount that, immediately prior to the effective date of the QACA was higher (for any Participant) than the QACA Automatic Deferral Amount;

**(c) Applying statutory limits.** The Plan limits the Automatic Deferral Amount so as not to exceed the limits of Code §§401(a)(17) (see Section 1.12(F)), 402(g) (determined without regard to Qualified Organization Catch-Up Deferrals or

Age 50 Catch-Up Deferrals) (see Section 4.08(A)) or 415 (see Sections 4.01 to 4.04); or

**(d) No deferrals during hardship suspension.** The Plan does not apply the Automatic Deferral Amount during the period of suspension, under Section 6.07(B)(1), of a Participant's right to make Elective Deferrals to the Plan following a hardship distribution.

### 3.05 NONELECTIVE/ EMPLOYER CONTRIBUTIONS.

If the Plan provides for Nonelective Contributions or other Employer Contributions, the Plan Administrator will apply the provisions of this Section 3.05.

**(A) Amount and Type.** The Employer in its Adoption Agreement must elect the type and amount of Nonelective Contributions or other Employer Contributions.

**(1) Discretionary Nonelective Contribution.** The Employer in its Adoption Agreement may elect to make Discretionary Nonelective Contributions in such amounts as the Employer in its sole discretion may determine from time to time.

**(2) Fixed Nonelective Contributions.** The Employer in its Adoption Agreement may elect to make Fixed Nonelective Contributions as a fixed dollar amount or pursuant to any other formula the Employer elects in its Adoption Agreement. The Employer must specify the time interval to which any fixed contribution formula will apply.

**(3) Related and Participating Employers.** If any Related and Participating Employers contribute Nonelective Contributions or other Employer Contributions to the Plan, the Employer in its Adoption Agreement must elect: (a) whether each Participating Employer will be subject to the same or different Nonelective/Employer Contribution formulas under Section 3.05(A) and allocation methods under Section 3.05(B) than the Signatory Employer; and (b) whether, under Section 3.05(B), the Plan Administrator will allocate Nonelective/Employer Contributions only to Participants directly employed by the contributing Employer or to all Participants regardless of which Employer contributes or how much any Employer contributes. The allocation of Nonelective/Employer Contributions under this Section 3.05(A)(3) also applies to the allocation of any forfeiture attributable to Nonelective/Employer Contributions and which the Plan allocates to Participants.

**(B) Method of Allocation.** The Employer in its Adoption Agreement must specify the method of allocating Employer Contributions to the Funding Vehicle. The Plan Administrator will apply this Section 3.05(B) by including in the allocation only those Participants who have satisfied the Plan's allocation conditions under Section 3.06, if any, applicable to the Employer Contribution. The Plan Administrator, in allocating a contribution under any allocation formula which is based in whole or in part on Compensation, will take into account Compensation under Section 1.12 as the Employer elects in its Adoption Agreement and only will take into account the Compensation of the Participants entitled to an allocation. In addition, if the Employer has elected in its Adoption Agreement to define allocation Compensation over a time period which is less than a full Plan Year, the Plan Administrator will apply the allocation methods in this Section 3.05(B) based on Participant Compensation within the relevant time period.

**(1) Pro rata allocation formula.** The Employer in its Adoption Agreement may elect a pro rata allocation formula. Under a pro rata allocation formula, the Plan Administrator will allocate the Employer Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year.

**(2) Permitted disparity allocation formula.** The Employer in its Adoption Agreement may elect a two-tiered permitted disparity formula, providing allocations described below.

#### **(a) Two-tiered.**

**(i) Tier one.** Under the first tier, the Plan Administrator will allocate the Employer Contributions for a Plan Year in the same ratio that each Participant's Compensation plus Excess Compensation (as the Employer defines that term in its Adoption Agreement) for the Plan Year bears to the total Compensation plus Excess Compensation of all Participants for the Plan Year. The allocation under this first tier, as a percentage of each Participant's Compensation plus Excess Compensation, must not exceed the applicable percentage (5.7%, 5.4% or 4.3%) listed under Section 3.05(B)(2)(b).

**(ii) Tier two.** Under the second tier, the Plan Administrator will allocate any remaining Employer Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year.

**(b) Maximum disparity table.** For purposes of the permitted disparity allocation formulas under this Section 3.05(B)(2), the applicable percentage is:

<u>Integration level % of taxable wage base</u>	<u>Applicable % for 2-tiered formula</u>
100%	5.7%
More than 80% but less than 100%	5.4%
More than 20% (but not less than \$10,001) and not more than 80%	4.3%
20% (or \$10,000, if greater) or less	5.7%

#### **(c) Overall permitted disparity limits.**

**(i) Annual overall permitted disparity limit.** Notwithstanding Sections 3.05(B)(2)(a) and (b), for any Plan Year the Plan benefits any Participant who benefits under another qualified plan or under a simplified employee pension plan (as defined in Code §408(k)) maintained by the Employer that provides for permitted disparity (or imputes disparity), the Plan Administrator will allocate Employer Contributions to the Account of each Participant in the same ratio that each Participant's Compensation bears to the total Compensation of all Participants for the Plan Year.

**(ii) Cumulative permitted disparity limit.** Effective for Plan Years beginning after December 31, 1994, the cumulative permitted disparity limit for a Participant is 35 total

cumulative permitted disparity years. "Total cumulative permitted disparity years" means the number of years credited to the Participant for allocation or accrual purposes under the Plan, any other qualified plan or simplified employee pension plan (whether or not terminated) ever maintained by the Employer. For purposes of determining the Participant's cumulative permitted disparity limit, the Plan Administrator will treat all years ending in the same calendar year as the same year. If the Participant has not benefited under a Defined Benefit Plan or under a Target Benefit Plan of the Employer for any year beginning after December 31, 1993, the Participant does not have a cumulative permitted disparity limit.

For purposes of this Section 3.05(B)(2)(c), a Participant "benefits" under a plan for any Plan Year during which the Participant receives, or is deemed to receive, a contribution allocation.

**(d) Pro-ration of integration level.** In the event that the Plan Year is less than 12 months and the Plan Administrator will allocate the Employer Contribution based on Compensation for the short Plan Year, the Plan Administrator will pro rate the integration level based on the number of months in the short Plan Year. The Plan Administrator will not pro rate the integration level in the case of: (i) a Participant who participates in the Plan for less than the entire 12 month Plan Year and whose allocation is based on Participating Compensation; (ii) a new Plan established mid-Plan Year, but with an Effective Date which is as of the beginning of the Plan Year; or (iii) a terminating Plan which bases allocations on Compensation through the effective date of the termination, but where the Plan Year continues for the balance of the full 12 month Plan Year.

**(3) Incorporation of fixed formula.** The Employer in its Adoption Agreement may elect to allocate Employer Contributions in accordance with the Plan's contribution formula. The Plan Administrator will allocate the Employer's contributions for a Plan Year in accordance with the fixed contribution formula the Employer has elected under Section 3.05(A)(2).

**(4) Related Employer.** The Plan Administrator will allocate Related Employer Contributions to the Participants employed by that contributing Related Employer or to all Participants without regard to the source of contribution, as the Employer elects in its Adoption Agreement.

**(C) QNEC.** The provisions of this Section 3.05(C) apply to QNEC contributions.

**(1) Operational QNEC.** The Employer, to facilitate the Plan Administrator's correction of a test failure under Section 4.08(B), also may make QNECs to the Plan ("Operational QNEC"), irrespective of whether the Employer in its Adoption Agreement has elected to provide for any Nonelective Contributions. The Plan Administrator, in its discretion, will allocate the Operational QNEC, but will limit the QNEC allocation of any Operational QNEC under this Section 3.05(C) to some or all NHCE Participants who are eligible to receive Matching Contributions ("ACP Participants"). See Section 4.09(A). The Plan Administrator under this Section 3.05(C) operationally must elect whether to allocate an Operational QNEC to NHCE Participants: (a) pro rata in relation to Compensation; (b) in the same dollar amount without regard to Compensation (flat dollar); (c) under the reverse allocation method; or (d) under any other method; provided, that any QNEC allocation is subject to the limitations of Section

3.05(C)(4). Under this Section 3.05(C), the Plan Administrator may allocate an Operational QNEC to any NHCE Participants who are eligible to receive allocations of Matching Contributions even if such Participants have not satisfied any eligibility conditions under Article II applicable to Nonelective Contributions (including QNECs) or have not satisfied any allocation conditions under Section 3.06 applicable to Nonelective Contributions (or to QNECs).

**(2) Reverse QNEC allocation.** Under the reverse QNEC allocation method, the Plan Administrator (subject to Section 3.06 if applicable), will allocate a QNEC first to the NHCE Participant(s) with the lowest Compensation for the Plan Year in an amount not exceeding the Annual Additions Limit for each Participant, with any remaining amounts allocated to the next highest paid NHCE Participant(s) not exceeding his/her Annual Additions Limit and continuing in this manner until the Plan Administrator has fully allocated the QNEC.

**(3) Separate accounting.** The Plan Administrator will establish a separate QNEC Account for each Participant who receives an allocation of QNECs in accordance with Section 7.04(A)(1).

**(4) Anti-conditioning and targeting.** The Employer in its Adoption Agreement and the Plan Administrator in operation may not condition the allocation of any QNEC under this Section 3.05(C), on whether a Participant has made Elective Deferrals. The allocation of QNECs also is subject to the targeting limitations of Section 4.08(C). The Employer will not make an Operational QNEC in an amount which exceeds the targeting limitations.

**3.06 ALLOCATION CONDITIONS.** The Employer in its Adoption Agreement will elect the allocation conditions, if any, which the Plan Administrator will apply in allocating Employer Contributions (except for those contributions described below) and in allocating forfeitures allocated as an Employer Contribution under the Plan.

**(A) Contributions Not Subject to Allocation Conditions.** The Employer may not elect to impose any allocation conditions on: (1) Elective Deferrals; (2) Safe Harbor Contributions; (3) Additional Matching Contributions; (4) Employee Contributions; or (5) Rollover Contributions. The Plan Administrator also may elect not to apply to any Operational QNECs made under Section 3.05(C), any allocation conditions otherwise applicable to QNECs or to Nonelective Contributions (including QNECs).

**(B) Conditions.** The Employer in its Adoption Agreement may elect to impose allocation conditions based on Hours of Service or employment at a specified time or both in accordance with this Section 3.06(B). The Employer may elect to impose different allocation conditions to different Employer Contribution Types under the Plan. A Participant does not accrue an Employer Contribution or forfeiture allocated as an Employer Contribution with respect to a Plan Year or other applicable period until the Participant satisfies the allocation conditions for that Employer Contribution Type.

**(1) Hours of Service requirement.** The Plan Administrator will not allocate any portion of an Employer Contribution for a Plan Year to any Participant's Account if the Participant does not complete the applicable minimum Hours of Service or consecutive calendar days of employment under the

Elapsed Time Method requirement the Employer specifies in its Adoption Agreement for the relevant period.

**(a) 1,000 HOS in Plan Year/other HOS requirement.** The Employer in its Adoption Agreement may elect to require a Participant to complete: (i) 1,000 Hours of Service during the Plan Year; (ii) a specified number of Hours of Service during the Plan Year which is less than 1,000 Hours of Service; or (iii) a specified number of Hours of Service within the time period the Employer elects in its Adoption Agreement, but not exceeding 1,000 Hours of Service in a Plan Year.

**(b) 501 HOS/terminees.** The Employer in its Adoption Agreement must elect whether to require a Participant to complete during a Plan Year 501 Hours of Service or to be employed for at least 91 consecutive calendar days under the Elapsed Time Method, to share in the allocation of Employer Contributions for that Plan Year where the Participant is not employed by the Employer on the last day of that Plan Year, including the Plan Year in which the Employer terminates the Plan.

**(c) Short Plan Year or allocation period.** This Section 3.06(B)(1)(c) applies to any Plan Year or to any other allocation time period under the Adoption Agreement which is less than 12 months, where in either case, the Employer creates a short allocation period on account of a Plan amendment, the termination of the Plan or the adoption of the Plan with an initial short Plan Year. In the case of any short allocation period, the Plan Administrator will prorate any Hour of Service requirement based on the number of days in the short allocation period divided by the number of days in the normal allocation period, using 365 days in the case of Plan Year allocation period. The Employer in an Addendum may elect not to prorate Hours of Service in any short allocation period or to apply an alternative proration method.

**(2) Last day requirement.** The Employer must specify in its Adoption Agreement whether the Participant will share in the allocation of Employer Contributions for that Plan Year if the Participant is not employed by the Employer on the last day of the Plan Year or other specified date. If the Plan provides a fixed contribution formula, the Plan conditions Employer Contribution allocations on a Participant's employment with the Employer on the last day of the Plan Year for the Plan Year in which the Employer terminates or freezes the Plan, even if the Employer in its Adoption Agreement did not elect the "last day of the Plan Year" allocation condition.

**(C) Time Period.** The Employer in its Adoption Agreement will elect the time period to which the Plan Administrator will apply any allocation condition. The Employer may elect to apply the same time period to all Contribution Types or to elect a different time period based on Contribution Type.

**(D) Death, Disability or Normal Retirement Age.** The Employer in its Adoption Agreement will elect whether any elected allocation condition applies or is waived for a Plan Year if a Participant incurs a Separation from Service during the Plan Year on account of the Participant's death, Disability or attainment of Normal Retirement Age in the current Plan Year or on account of the Participant's Disability or attainment of Normal Retirement Age in a prior Plan Year. The Employer's election may be based on Contribution Type or may apply to all Contribution Types.

**(E) No Other Conditions.** In allocating Employer Contributions under the Plan, the Plan Administrator will not apply any other allocation conditions except those the Employer elects in its Adoption Agreement or otherwise as the Plan may require.

**(F) Suspension of Allocation Conditions.** The suspension provisions of this Section 3.06(F) do not apply unless the Employer elects to apply them. If Section 3.06(F) applies and the Plan in any Plan Year fails to satisfy coverage under the Ratio Percentage Test, the Plan suspends for that Plan Year any Plan allocation conditions in accordance with this Section 3.06(F).

**(1) Definition of Ratio Percentage Test.** A Plan satisfies coverage under the Ratio Percentage Test if the Plan's Benefiting Ratio of the Includible NHCEs is at least 70% of the Benefiting Ratio of the Includible HCEs.

**(2) Definition of Benefiting Ratio.** The Benefiting Ratio of the Includible NHCEs is the number of Benefiting Participants who are NHCEs divided by the number of the Includible NHCEs. The Benefiting Ratio of the HCEs is the number of Benefiting Participants who are HCEs divided by the number of Includible HCEs.

**(3) Definition of Includible Employees.** The Includible Employees are all Employees other than: (a) those Employees excluded from participating in the Plan for the entire Plan Year by reason of the collective bargaining unit or the nonresident alien exclusions under Code §410(b) or by reason of the age and service requirements of Article II; and (b) those Employees who incur a Separation from Service during the Plan Year and for the Plan Year fail to complete more than 500 Hours of Service or at least 91 consecutive calendar days under the Elapsed Time Method and who as a result of failing to satisfy such conditions are not Benefiting Participants for that Plan Year.

**(4) Methodology.** If this Section 3.06(F) applies for a Plan Year, the Plan Administrator will suspend the allocation conditions for the Includible NHCEs who are included in the coverage test and who are Participants in the Plan (or component part of the Plan) but who are not benefiting thereunder (within the meaning of Treas. Reg. §1.410(b)-3), such that enough additional NHCEs are benefiting under the Plan (or component part of the Plan) to pass coverage under the ratio percentage test. The ordering of suspension of allocation conditions is in the following priority tiers and if more than one NHCE in any priority tier satisfies the conditions for suspension (but all are not needed to benefit to pass coverage), the Plan Administrator will apply the suspension beginning first with the NHCE(s) in that suspension tier with the lowest Compensation during the Plan Year:

**(a) Last day.** Those NHCE(s) employed by the Employer on the last day of the Plan Year, without regard to the number of Hours of Service in the Plan Year. If necessary to pass coverage, the Plan Administrator then will apply Section 3.06(F)(4)(a).

**(b) Latest Separation.** Those NHCE(s) who have the latest Separation from Service date during the Plan Year, without regard to the number of Hours of Service in the Plan Year. If necessary to pass coverage, the Plan Administrator then will apply Section 3.06(F)(4)(b).



**(c) Most Hours of Service (more than 500).** Those NHCE(s) with the greatest number of Hours of Service during the Plan Year but who have more than 500 Hours of Service.

**(5) Separate Application to Nonelective and Matching.** If applicable under the Plan, the Employer in its Adoption Agreement will elect whether to apply this Section 3.06(F): (a) to both Nonelective Contributions and to Matching Contributions if both components fail the ratio percentage test; (b) only to Nonelective Contributions if this component fails the ratio percentage test; or (c) only to Matching Contributions if this component fails the ratio percentage test.

**(G) Conditions Apply to Re-Hired Employees.** If a Participant incurs a Separation from Service and subsequently is re-hired and resumes participation in the same Plan Year as the Separation from Service or in any subsequent Plan Year, the allocation conditions under this Section 3.06, if any, continue to apply to the re-hired Employee/Participant in the Plan Year in which he/she is re-hired, unless the Employer indicates otherwise in an Addendum.

**3.07 FORFEITURE ALLOCATION.** The amount of a Participant's Account forfeited under the Plan is a Participant forfeiture. The Plan Administrator, subject to Section 3.07 as applicable, will allocate Participant forfeitures at the time and in the manner the Employer specifies in its Adoption Agreement.

**(A) Allocation Method.** The Employer in its Adoption Agreement must specify the method the Plan Administrator will apply to allocate forfeitures.

**(1) Forfeiture source.** The Employer in its Adoption Agreement may elect a different allocation method based on the forfeiture source (from Nonelective Contributions or from Matching Contributions) or may elect to apply the same allocation method to all forfeitures.

**(a) Attributable to Matching.** A Participant's forfeiture is attributable to Matching Contributions if the forfeiture is: (i) from the non-Vested portion of a Matching Contribution Account forfeited in accordance with Section 5.07 or, if applicable, Section 7.07; (ii) from a non-Vested Excess Aggregate Contribution (including Allocable Income) forfeited in correcting for nondiscrimination failures under Section 4.08(B); or (iii) an Associated Matching Contribution, which includes any Vested or non-Vested Matching Contribution (including Allocable Income) made as to Elective Deferrals or Employee Contributions the Plan distributes under Section 4.01(D) (Excess Amount), Section 4.08(A) (Excess Deferrals) or Section 4.08(B) (ACP test). An Employee forfeits an Associated Matching Contribution unless the Matching Contribution is a Vested Excess Aggregate Contribution distributed in accordance with Section 4.08(B) (ACP test). A forfeiture under this Section 3.07(A)(1)(a) occurs in the Plan Year following the Testing Year (unless the Employer in an addendum elects that the forfeiture occurs in the Testing Year) and the forfeiture is allocated in the Plan Year described in Section 3.07(B).

**(2) Application of "reduce" option/excess forfeitures.** If the Employer elects to allocate forfeitures to reduce Nonelective or Matching Contributions and the allocable forfeitures for the Plan Year exceed the amount of the applicable contribution for that Plan Year to which the Plan Administrator would apply the forfeitures (or there are no contributions under the Plan), the Plan Administrator will allocate the remaining forfeitures in the forfeiture allocation Plan Year. In such event,

the Plan Administrator will allocate the remaining forfeitures as an additional Discretionary Nonelective Contribution or as a Discretionary Matching Contribution for that Plan Year. The Plan Administrator will allocate such forfeitures in the Plan Year in which the forfeitures occur, or will allocate the forfeitures in the next following Plan Year, as the Employer elects in its Adoption Agreement. See Section 5.07(A) as to when a forfeiture occurs.

**(3) Plan expenses.** If the Employer in its Adoption Agreement elects to apply forfeitures to the payment of Plan expenses under Section 7.04(C), the Employer must elect a secondary allocation method so that if the forfeitures exceed the Plan's expenses, the Plan Administrator will apply any remaining forfeitures under the secondary method the Employer has elected in its Adoption Agreement.

**(4) No allocation to Elective Deferral Accounts.** The Plan Administrator will not allocate forfeitures to any Participant's Elective Deferral Account, including his/her Roth Deferral Account.

**(B) Timing (forfeiture allocation Plan Year).** The Employer in its Adoption Agreement must elect as to forfeitures occurring in a Plan Year, whether the Plan Administrator will allocate the forfeitures in the same Plan Year in which the forfeitures occur or will allocate the forfeitures in the Plan Year which next follows the Plan Year in which the forfeitures occur. See Sections 3.07(A)(1) and 5.07 as to when a forfeiture occurs.

**(C) Administration of Account Pending/Incurring Forfeiture.** The Plan Administrator will continue to hold the undistributed, non-Vested portion of the Account of a Participant who has separated from Service solely for his/her benefit until a forfeiture occurs at the time specified in Section 5.07 or if applicable, until the time specified in Section 7.07.

**(D) Participant Does Not Share in Own Forfeiture.** Unless the Employer provides otherwise in an Addendum to its Adoption Agreement, a Participant will not share in the allocation of a forfeiture of any portion of his/her Account, even if the Participant otherwise is entitled to an allocation of Employer Contributions and forfeitures in the forfeiture allocation Plan Year described in Section 3.07(B). If the forfeiting Participant is entitled to an allocation of Employer Contributions and forfeitures in the forfeiture allocation Plan Year, the Plan Administrator only will allocate to the Participant a share of the allocable forfeitures attributable to other forfeiting Participants.

**(E) Plan Merger.** In the event that the Employer merges another plan into this Plan, and does not fully vest upon merger the participant accounts in the merging plan, the Plan Administrator will allocate any post-merger forfeitures attributable to the merging plan in accordance with the Employer's elections in its Adoption Agreement. The Employer in an Addendum may elect to limit any such forfeiture allocation which is allocated as Nonelective Contributions or as Matching Contributions, only to those Participants who were also participants in the merged plan, but in the absence of such an election, all Participants who have satisfied any applicable allocation conditions under Section 3.06 will share in the forfeiture allocation.

**3.08 ROLLOVER CONTRIBUTIONS.** The Plan will apply this Section 3.08 in administering Rollover Contributions to the Plan, if any.

**(A) Policy Regarding Rollover Acceptance.** The Plan, operationally and on a nondiscriminatory basis, may elect to permit or not to permit Rollover Contributions to this Plan or may elect to limit an Eligible Employee's right or a Participant's right to make a Rollover Contribution. The Plan also may adopt, amend or terminate any policy regarding the Plan's acceptance of Rollover Contributions. Notwithstanding Section 3.08, the Vendor may impose additional restrictions on the acceptance of rollover contributions.

**(1) Rollover documentation.** If the Plan permits Rollover Contributions, any Participant (or as applicable, any Eligible Employee), after filing the prescribed form may make a Rollover Contribution to a Funding Vehicle. Before accepting a Rollover Contribution, the Plan may require a Participant (or Eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "rollover contribution" which the Code permits an employee to make to a qualified plan.

**(2) Declination.** The Plan, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (a) generate unrelated business taxable income; (b) create difficulty or undue expense in storage, safekeeping or valuation; or (c) create other practical problems for the Plan.

**(B) Limited Testing.** A Rollover Contribution is not an Annual Addition under Section 4.04(A) and is not subject to nondiscrimination testing except as a "right or feature."

**(C) Pre-Participation Rollovers.** If an Eligible Employee makes a Rollover Contribution to a Funding Vehicle prior to satisfying the Plan's eligibility conditions or prior to reaching his/her Entry Date, the Plan must treat the Employee as a limited Participant. A limited Participant does not share in the Plan's allocation of Employer Contributions nor Participant forfeitures and may not make Elective Deferrals until he/she actually becomes a Participant in the Plan. If a limited Participant has a Separation from Service prior to becoming a Participant in the Plan, the Vendor will distribute his/her Rollover Contributions Account to him/her in accordance with Section 6.01(D).

**(D) May Include Employee Contributions and Roth Deferrals.** A Rollover Contribution may include Employee Contributions and Roth Deferrals made to another plan, as adjusted for Earnings. In the case of Employee Contributions: (1) such amounts must be directly rolled over into this Plan from another plan; and (2) the Plan must account separately for the Rollover Contribution, including the Employee Contribution and the Earnings thereon. In the case of Roth Deferrals: (1) such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a) or from a 403(b) plan; (2) the Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon; and (3) as to rollovers which occur on or after April 30, 2007, this Plan must be a 403(b) Plan which permits Roth Deferrals.

### 3.09 USERRA CONTRIBUTIONS.

**(A) Application.** This Section 3.09 applies to an Employee who: (1) has completed Qualified Military Service under USERRA; (2) the Employer has rehired under USERRA; and (3) is a Participant entitled to make-up contributions under Code §414(u).

**(B) Employer Contributions.** The Employer will make-up any

Employer Contribution the Employer would have made and which the Plan Administrator would have allocated to the Participant's Account had the Participant remained employed by the Employer during the period of Qualified Military Service.

**(C) Compensation.** For purposes of this Section 3.09, the Plan Administrator will determine an effected Participant's Compensation as follows. A Participant during his/her period of Qualified Military Service is deemed to receive Compensation equal to that which the Participant would have received had he/she remained employed by the Employer, based on the Participant's rate of pay that would have been in effect for the Participant during the period of Qualified Military Service. If the Compensation during such period would have been uncertain, the Plan Administrator will use the Participant's actual average Compensation for the 12 month period immediately preceding the period of Qualified Military Service, or if less, for the period of employment.

**(D) Elective Deferrals/Employee Contributions.** If the Plan provided for Elective Deferrals or for Employee Contributions during a Participant's period of Qualified Military Service, the Plan Administrator must allow a Participant under this Section 3.09(D) to make-up such Elective Deferrals or Employee Contributions to his/her Account. The Participant may make up the maximum amount of Elective Deferrals or Employee Contributions which he/she under the Plan terms would have been able to contribute during the period of Qualified Military Service (less any such amounts the Participant actually contributed during such period) and the Participant must be permitted to contribute any lesser amount as the Plan would have permitted. The Participant must make up any contribution under this Section 3.09(D) commencing on his/her Re-Employment Commencement Date and not later than 5 years following reemployment (or if less, a period equal to 3 times the length of the Participant's Qualified Military Service triggering such make-up contribution).

**(E) Matching Contributions.** The Employer will make-up any Matching Contribution that the Employer would have made and which the Plan Administrator would have allocated to the Participant's Account during the period of Qualified Military Service, but based on any make-up Elective Deferrals or make-up Employee Contributions that the Participant makes under Section 3.09(D).

**(F) Limitations/Testing.** Any contribution made under this Section 3.09 does not cause the Plan to violate and is not subject to testing under: (1) nondiscrimination requirements including under Code 401(a)(4), the ACP test or the safe harbor rules; or (2) coverage under Code 410(b). Contributions under this Section 3.09 are Annual Additions and are tested under Section 4.08(A) (Deferral Limit) in the year to which such contributions are allocated, but not in the year in which such contributions are made.

**(G) No Earnings.** A Participant receiving any make-up contribution under this Section 3.09 is not entitled to an allocation of any Earnings on any such contribution prior to the time that the Employer actually makes the contribution (or timely deposits the Participant's own make-up Elective Deferrals or Employee Contributions) to the Plan.

**(H) No Forfeitures.** A Participant receiving any make-up allocation under this Section 3.09 is not entitled to an allocation of any forfeitures occurring under Section 5.07 during the Participant's period of Qualified Military Service.

**(I) Allocation Conditions.** For purposes of applying any Plan allocation conditions under Section 3.06, the Plan will treat any period of Qualified Military Service as Service.

**(J) Other Rules.** The Plan in applying this Section 3.09 will apply DOL Reg. §1002.259-267, and any other Applicable Law addressing the application of USERRA to the Plan.

3.10 EMPLOYEE CONTRIBUTIONS. An Employer

must elect in its Adoption Agreement whether to permit Employee Contributions. If the Employer elects to permit Employee Contributions, the Employer also must specify in its Adoption Agreement any limitations which apply to Employee Contributions. If the Employer permits Employee Contributions, the Plan Administrator operationally will determine if a Participant will make Employee Contributions through payroll deduction or by other means. Employee Contributions must satisfy the nondiscrimination requirements of Section 4.08(B) (ACP test), unless the Plan is exempt under Section 4.05(D).

**ARTICLE IV  
LIMITATIONS AND TESTING**

**4.01 ANNUAL ADDITIONS LIMIT.**

**(A) Limitation.** The amount of Annual Additions which the Plan Administrator may allocate under this Plan to a Participant's Account for a Limitation Year may not exceed the Annual Additions Limit.

**(B) Actions to Prevent Excess Annual Additions.** If the Annual Additions the Plan Administrator otherwise would allocate under the Plan to a Participant's Account for the Limitation Year would exceed the Annual Additions Limit, the Plan Administrator will not allocate the Excess Amount, but instead will take any reasonable, uniform and nondiscriminatory action the Plan Administrator determines necessary to avoid allocation of an Excess Amount. Such actions include, but are not limited to, those described in this Section 4.01. The Plan Administrator may apply this Section 4.01 in a manner which maximizes the allocation to a Participant of Employer Contributions (exclusive of the Participant's Elective Deferrals). Notwithstanding any contrary Plan provision, the Plan Administrator, for the Limitation Year, may: (1) suspend or limit a Participant's additional Employee Contributions or Elective Deferrals; (2) notify the Employer to reduce the Employer's future Plan contribution(s) as necessary to avoid allocation to a Participant of an Excess Amount; or (3) suspend or limit the allocation to a Participant of any Employer Contribution previously made to the Plan (exclusive of Elective Deferrals) or of any Participant forfeiture. If an allocation of Employer Contributions previously made (excluding a Participant's Elective Deferrals) or of Participant forfeitures would result in an Excess Amount to a Participant's Account, the Plan Administrator will allocate the Excess Amount to the remaining Participants who are eligible for an allocation of Employer contributions for the Plan Year in which the Limitation Year ends. The Plan Administrator will make this allocation in accordance with the Plan's allocation method as if the Participant whose Account otherwise would receive the Excess Amount, is not eligible for an allocation of Employer Contributions. If the Plan Administrator allocates to a Participant an Excess Amount, Plan Administrator must dispose of the Excess Amount in accordance with Section 4.01(D).

**(C) Estimated and Actual Compensation.** Prior to the determination of the Participant's actual Compensation for a Limitation Year, the Plan Administrator may determine the Annual Additions Limit on the basis of the Participant's estimated annual Compensation for such Limitation Year. The Plan Administrator must make this determination on a reasonable and uniform basis for all Participants similarly situated. The Plan Administrator must reduce the allocation of any Employer Contributions (including any allocation of forfeitures) based on estimated annual Compensation by any Excess Amounts carried over from prior Limitation Years. As soon as is administratively feasible after the end of the Limitation Year, the Plan Administrator will determine the Annual Additions Limit for the Limitation Year on the basis of the Participant's actual Compensation for such Limitation Year.

**(D) Disposition of Allocated Excess Amount.** If a Participant receives an allocation of an Excess Amount for a Limitation Year, the Plan Administrator will dispose of such Excess Amount in accordance with this Section 4.01(D).

**(1) Employee Contributions.** The Plan Administrator first will distribute to the Participant any Employee Contributions (adjusted for Earnings) to the extent necessary to reduce or eliminate the Excess Amount.

**(2) Elective Deferrals.** If, after the application of Section 4.01(D)(1), an Excess Amount still exists, the Plan Administrator will distribute to the Participant any Elective Deferrals (adjusted for Earnings) and will forfeit any Matching Contributions associated with the distributed Elective Deferrals, to the extent necessary to reduce or eliminate the Excess Amount. If a Participant who will receive a distribution of an Excess Amount has, in the Plan Year for which the corrective distribution is made, contributed both Pre-Tax Deferrals and Roth Deferrals, the Plan Administrator operationally will determine the source(s) from which it will direct the Vendor to make the corrective distribution. The Plan Administrator also may permit the affected Participants to elect the source(s) from which the corrective distribution will be made. However, the amount of a corrective distribution of an Excess Amount to any Participant from the Pre-Tax Deferral or Roth Deferral sources under this Section 4.01(D)(2) may not exceed the amount of the Participant's Pre-Tax Deferrals or Roth Deferrals for the correction year. The Plan will treat any such Elective Deferrals distributed to a Participant as coming first from the Participant's Qualified Organization Catch-Up Deferrals under Section 3.02(D).

**(3) EPCRS.** If, after the application of Sections 4.01(D)(1) and (2), an Excess Amount still exists, the Plan Administrator will apply any method available under EPCRS for correcting Code §415 errors.

**(4) Excess Amount remains/Participant still covered.** If, after the application of Sections 4.01(D)(1), (2), and (3), an Excess Amount still exists, the Plan Administrator then will hold the Excess Amount in a Separate Account. The Excess Amount held in the separate account is includible in the Participant's gross income (to the extent vested) for the taxable year in which the Employer Contributions exceed the Annual Additions Limit. If the Excess Amount is held in an Annuity Contract, the Contract is considered a Code §403(c) Contract. If the Excess Amount is held in a Custodial Account, the Excess Amount is considered transferred to a separate account to which Code §83 applies. If the Excess Amount is held in an RIA, the Excess Amount is considered a Code §402(b) trust. Earnings on an Excess Amount held in a Separate Account will be taxable consistent with the applicable rules described above. The Plan may distribute an Excess Amount held in a separate account irrespective of the distribution restrictions.

**(5) Other action.** The Plan Administrator under this Section 4.01(D) also may utilize any other correction method authorized under Applicable Law.

**4.02 ANNUAL ADDITIONS LIMIT – OTHER 415 AGGREGATED PLANS.**

**(A) Application of this Section.** This Section 4.02 applies only to Participants who, in addition to this Plan, participate in one or more Code §415 Aggregated Plans.

**(1) Definition of Code §415 Aggregated Plans.** Code §415 Aggregated Plans means 403(b) plans maintained by the

Employer and which provide an Annual Addition during the Limitation Year.

**(B) Combined Plans Limitation.** The amount of Annual Additions which the Plan Administrator may allocate under this Plan to a Participant's Account for a Limitation Year may not exceed the Combined Plans Limitation.

**(1) Definition of Combined Plans Limitation.** The Combined Plans Limitation is the Annual Additions Limit, reduced by the sum of any Annual Additions allocated to the Participant's accounts for the same Limitation Year under the Code §415 Aggregated Plans.

**(2) Prevention.** If the amount the Employer otherwise would allocate to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this Section 4.02(B) Combined Plans Limitation, the Employer will reduce the amount of its allocation to that Participant's Account in the manner described in Section 4.01, so the Annual Additions under all of the Code §415 Aggregated Plans for the Limitation Year will equal the Annual Additions Limit.

**(3) Correction.** If the Plan Administrator allocates to a Participant an amount attributed to this Plan under Section 4.02(D) which exceeds the Combined Plans Limitation, the Plan Administrator must dispose of the Excess Amount in accordance with Section 4.02(E).

**(C) Estimated and Actual Compensation.** Prior to the determination of the Participant's actual Compensation for the Limitation Year, the Plan Administrator may determine the Combined Plans Limitation on the basis of the Participant's estimated annual Compensation for such Limitation Year. The Plan Administrator will make this determination on a reasonable and uniform basis for all Participants similarly situated. The Plan Administrator must reduce the allocation of any Employer Contribution (including the allocation of Participant forfeitures) based on estimated annual Compensation by any Excess Amounts carried over from prior years. As soon as is administratively feasible after the end of the Limitation Year, the Plan Administrator will determine the Combined Plans Limitation on the basis of the Participant's actual Compensation for such Limitation Year.

**(D) Ordering Rules.** If a Participant's Annual Additions under this Plan and the Code §415 Aggregated Plans result in an Excess Amount, such Excess Amount will consist of the Amounts last allocated. If the Plan Administrator allocates an Excess Amount to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, unless the Employer specifies otherwise in an Addendum, the Excess Amount attributed to this Plan will equal the product of:

- (1) the total Excess Amount allocated as of such date, multiplied by
- (2) the ratio of (a) the Annual Additions allocated to the Participant as of such date for the Limitation Year under the Plan to (b) the total Annual Additions allocated to the Participant as of such date for the Limitation Year under this Plan and the Code §415 Aggregated Plans.

**(E) Disposition of Allocated Excess Amount Attributable to Plan.** The Plan Administrator will dispose of any allocated

Excess Amounts described in and attributed to this Plan under Section 4.02(D) as provided in Section 4.01(D).

#### 4.03 CONTROLLED EMPLOYER/QUALIFIED DEFINED CONTRIBUTION PLAN.

**(A) Application of this Section.** If a Participant in a 403(b) Plan also is in control of another employer, the 403(b) Plan is a defined contribution plan maintained both by the controlled employer and by the Participant. In applying the Annual Additions Limit, the Participant must aggregate the 403(b) Plan contributions with all other contributions he/she receives under any qualified defined contribution plan the controlled employer maintains.

**(B) Control.** For purposes of applying the Annual Additions Limit under Section 4.03(A), the Plan Administrator determines control under Code §§414(b) or 414(c), as modified by Code §415(h), in accordance with the rules of Treas. Reg. §1.415(f)-1(f).

4.04 DEFINITIONS: SECTIONS 4.01-4.03. For purposes of Sections 4.01 through 4.03:

**(A) Annual Additions.** Annual Additions means the sum of the following amounts allocated to a Participant's Account for a Limitation Year: (1) Employer Contributions; (2) forfeitures; (3) Employee Contributions; (4) Elective Deferrals (including Qualified Organization Catch-Up Deferrals); (5) amounts allocated after March 31, 1984, to an individual medical account (as defined in Code §415(l)(2)) included as part of a pension or annuity plan maintained by the Employer; (6) contributions paid or accrued after December 31, 1985, for taxable years ending after December 31, 1985, attributable to post-retirement medical benefits allocated to the separate account of a key-employee (as defined in Code §419A(d)(3)) under a welfare benefit fund (as defined in Code §419(e)) maintained by the Employer; and (7) corrected Excess Aggregate Contributions. Excess Deferrals which the Plan Administrator corrects by distribution by April 15 of the following calendar year are not Annual Additions. Age 50 Catch-Up Deferrals are not Annual Additions.

**(B) Annual Additions Limit.** Annual Additions Limit means the lesser of: (i) \$40,000 (or, if greater, the \$40,000 amount as adjusted under Code §415(d)), or (ii) 100% of the Participant's Compensation for the Limitation Year. If there is a short Limitation Year because of a change in Limitation Year or because of a midyear Plan termination, the Plan Administrator will multiply the \$40,000 (or adjusted) limitation by the following fraction:

$$\frac{\text{Number of months (or fractional parts thereof) in the short Limitation Year}}{12}$$

The 100% Compensation limitation in clause (ii) above does not apply to any contribution for medical benefits within the meaning of Code §401(h) or Code §419A(f)(2) which otherwise is an Annual Addition.

**(1) Single plan treatment of 403(b) Plans.** For purposes of applying the Annual Additions Limit, the Plan Administrator must treat all 403(b) Plans (whether or not terminated) maintained by the Employer as a single plan.

**(2) Church plan.** For a Participant who is an Employee of a Church or a convention or association of churches,

including an organization described in Code §414(e)(3)(B)(ii), the Annual Additions limit is not less than \$10,000 regardless of the Participant's Includible Compensation in the Limitation Year. With respect to any Participant, the total amount of Annual Additions that, but for this Section 4.04(B)(2), would be in excess of the Annual Additions Limit cannot exceed \$40,000. Thus, the aggregate of Annual Additions for all Limitation Years that would exceed the Annual Additions Limit but for this rule is limited to \$40,000.

**(C) Compensation.** Compensation means Includible Compensation and includes Deemed Includible Compensation and Post-Severance Compensation. Compensation includes Elective Deferrals, irrespective of whether the Employer has elected in its Adoption Agreement to include these amounts as Compensation under Section 1.12. No Compensation exclusions the Employer has elected in its Adoption Agreement apply for determining Includible Compensation.

**(D) Employer.** Employer means the Employer and any Related Employer. Solely for purposes of applying the Annual Additions Limit, the Plan Administrator will determine Related Employer status by modifying Code §§414(b) and (c) in accordance with Code §415(h), as provided in Treas. Reg. §1.415(a)-1(f)(1).

**(E) Excess Amount.** Excess Amount means the excess of the Participant's Annual Additions for the Limitation Year over the Annual Additions Limit.

**(F) Limitation Year.** Limitation Year means the period the Employer elects in its Adoption Agreement. If the Employer amends the Limitation Year to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year for which the Employer makes the amendment, creating a short Limitation Year.

4.05 **ANNUAL TESTING.** If the Plan is subject to the nondiscrimination requirements, the Plan Administrator may elect to test for coverage and nondiscrimination by applying, as applicable, annual testing elections under this Section 4.05.

**(A) Changes and Uniformity.** In applying any testing election, the Plan Administrator may elect to apply or not to apply such election in any Testing Year, consistent with this Section 4.05. However, the Plan Administrator will apply the testing elections in effect within a Testing Year uniformly to all similarly situated Participants.

**(B) Plan Specific Elections.** The Employer in its Adoption Agreement must elect for the Plan Administrator to apply the following annual testing elections: (i) nondiscrimination testing under the ACP test; (ii) no nondiscrimination testing as a safe harbor plan; (iii) the top-paid group election under Code §414(q)(1)(B)(ii); (iv) the calendar year data election; (v) Current or Prior Year Testing; (vi) the first plan year election in Section 4.08(B)(5)(d)(iv); and (vii) any other testing election which the IRS in the future specifies in written guidance as being subject to a requirement of the Employer making a Plan (versus an operational) election.

**(C) Operational Elections.** The Plan Administrator operationally may apply any testing election available under Applicable Law, other than those "plan specific elections" described in 4.05(B), including but not limited to: (i) the "otherwise excludible employees" ("OEE") rule under Code §410(b); (ii) the "early participation" ("EP") rule under Code §401(m); (iii) the application of any Code §414(s)

nondiscriminatory definition of compensation for testing, regardless of the Plan's allocation or Annual Additions Limit definitions of Compensation; (iv) application of the general non-discrimination test; (v) application of the "compensation ratio test"; (vi) application of imputed permitted disparity; (vii) application of restructuring; (viii) application of the average benefit test under Code §410(b)(2), except as limited under Section 3.06(F); (ix) application of permissive aggregation under Code §410(b)(6)(B); and (x) application of the "coverage transition rule" under Code §410(b).

**(1) Application of otherwise excludible employees and early participation rules.** In applying the OEE and EP rules in clauses (i) and (ii) of Section 4.05(C) above, the Plan Administrator will apply the following provisions.

**(a) Definitions of Otherwise Excludible Employees and Includible Employees.** For purposes of this Section 4.05(C), an Otherwise Excludible Employee means a Participant who has not reached the Cross-Over Date. For purposes of this Section 4.05(C), an Includible Employee means a Participant who has reached the Cross-Over Date.

**(b) Satisfaction of coverage.** To apply the OEE or EP rules for nondiscrimination testing, the Plan must satisfy coverage as to the disaggregated plans under Code §410(b)(4)(B).

**(c) Definition of Cross-Over Date.** The Cross-Over Date under the OEE rule means when an Employee changes status from the disaggregated plan benefiting the Otherwise Excludible Employees to the disaggregated "plan" benefiting the Includible Employees. The Cross-Over Date has the same meaning under the EP rule except it is limited only to NHCEs. Under the EP rule, all HCE Participants remain subject to nondiscrimination testing.

**(d) Determination of Cross-Over Date.** The Plan Administrator may elect to determine the Cross-Over Date for an Employee by applying any date which is not later than the maximum permissible entry date under Code §410(a)(4).

**(e) Amounts in testing in Cross-Over Plan Year.** For purposes of the OEE rule, the Plan Administrator will count the total Plan Year Elective Deferrals, Matching Contributions and Compensation in the Includible Employees plan test for the Employees who become Includible Employees during such Plan Year. For purposes of applying the EP rule, the Plan Administrator will count the Elective Deferrals, Matching Contributions and Compensation in the single test for the Includible Employees, but only such of these items as are attributable to the period on and following the Cross-Over Date.

**(f) Application of other conventions.** Notwithstanding Sections 4.05(C)(1)(c), (d) and (e): (i) the Plan Administrator operationally may apply Applicable Law; (ii) the Plan Administrator under a Restated Plan operationally may apply the Plan terms commencing in the Plan Year beginning after the Employer executes the Restated Plan in lieu of applying the Plan terms retroactive to the Plan's restated Effective Date; and (iii) the Plan Administrator operationally may apply any other reasonable conventions, uniformly applied within a Plan Year, provided that any such convention is not inconsistent with Applicable Law.

**(g) Allocations not affected by testing.** The Plan Administrator's election to apply the OEE or EP rules for testing

does not control the Plan allocations, or the Compensation used for Plan allocations. The Plan Administrator will determine Plan allocations and Compensation for Plan allocations based on the Employer's Adoption Agreement elections.

**(D) Governmental and Church Plans Exempt.** With the exception of the Compensation Limitation (Section 1.12(F)) and Universal Availability of Elective Deferrals under Section 2.01(A), the nondiscrimination (including the ACP test) and coverage requirements do not apply to a governmental 403(b) Plan. Nondiscrimination and coverage requirements do not apply to church plan described in Code §403(b)(12).

4.06 AMENDMENT TO PASS TESTING. In the event that the Plan fails to satisfy the coverage or the nondiscrimination requirements in any Plan Year, the Employer may elect to amend the Plan consistent with the regulations to correct the failure. The Employer may make such an amendment in any form or manner as the Employer deems reasonable, but consistent with Section 9.02(A).

4.07 APPLICATION OF COMPENSATION LIMIT. The Plan Administrator in performing any nondiscrimination testing under this Article IV will limit each Participant's Compensation to the amount described in Section 1.12(F), unless this Plan is a church plan described in Code §403(b)(12).

4.08 LIMIT ON ELECTIVE DEFERRALS/TESTING MATCHING CONTRIBUTIONS.

**(A) Annual Elective Deferral Limitation.** A Participant's Elective Deferrals for a Taxable Year may not exceed the Elective Deferral Limit.

**(1) Definition of Elective Deferral Limit.** The Elective Deferral Limit is the Code §402(g) limitation on each Participant's Elective Deferrals for each Taxable Year.

**(2) Definition of Excess Deferral.** A Participant's Excess Deferral is the amount of Elective Deferrals for a Taxable Year which exceeds the Elective Deferral Limit.

**(3) Elective Deferral Limit amount.** The Elective Deferral Limit is \$15,000, subject to Catch-Up Deferrals under Sections 3.02(C) and (D) and COLA adjustments under Section 4.08(A)(4).

**(4) COLA after 2006.** After the 2006 Taxable Year, the Elective Deferral Limit is adjusted for cost-of-living to the extent provided under Code §415(d).

**(5) Suspension after reaching limit.** If the Employer determines a Participant's Elective Deferrals to the Plan for a Taxable Year would exceed the Elective Deferral Limit, the Employer will suspend the Participant's Salary Reduction Agreement, or Automatic Deferrals under Section 3.02(B), if any, until the following January 1 and will pay to the Participant in cash the portion of the Elective Deferrals which would result in the Participant's Elective Deferrals for the Taxable Year exceeding the Elective Deferral Limit.

**(6) Correction.** If the Plan Administrator determines a Participant's Elective Deferrals already contributed to the Plan for a Taxable Year exceed the Elective Deferral Limit, the Plan will distribute the Excess Deferrals as adjusted for Allocable Income, no later than April 15 of the following Taxable Year or by any later date permitted under Applicable Law.

**(7) 415 interaction.** If the Plan distributes the Excess Deferrals by the April 15 deadline under Section 4.08(A)(6), the Excess Deferrals are not an Annual Addition under Section 4.04, and the Plan may make the distribution irrespective of any other provision under this Plan or under the Code. Elective Deferrals distributed to a Participant as an Excess Amount in accordance with Sections 4.01 through 4.03 are not taken into account in determining the Participant's Elective Deferral Limit.

**(8) More than one plan.** If a Participant participates in another plan subject to the Code §402(g) limitation under which he/she makes elective deferrals, such as a 403(b) plan, a SARSEP, a SIMPLE IRA, or a 401(k) plan, (irrespective of whether the Employer maintains the other plan), the Participant may provide to the Plan a written claim for Excess Deferrals made to the Plan for a Taxable Year. The Participant must submit the claim no later than the March 1 following the close of the particular Taxable Year and the claim must specify the amount of the Participant's Elective Deferrals under this Plan which are Excess Deferrals. The Plan may require the Participant to provide reasonable evidence of the existence of and the amount of the Participant's Excess Deferrals. If the Plan Administrator receives a timely claim which it approves, the Plan Administrator will direct a Vendor to distribute the Excess Deferrals (as adjusted for Allocable Income under Section 4.09(A)(1)) from the Participant's Account in this Plan, in accordance with this Section 4.08(A).

**(9) Roth and Pre-Tax Deferrals.** If a Participant who will receive a distribution of Excess Deferrals, in the Taxable Year for which the corrective distribution is made, has contributed both Pre-Tax Deferrals and Roth Deferrals, the Plan Administrator operationally will determine the Elective Deferral Account source(s) from which it will direct the Vendor to make the corrective distribution. The Plan Administrator also may permit the affected Participant to elect the source(s) from which the Vendor will make the corrective distribution. However, the amount of a corrective distribution of Excess Deferrals to any Participant from the Pre-Tax Deferral or Roth Deferral sources under this Section 4.08(A)(9) may not exceed the amount of the Participant's Pre-Tax Deferrals or Roth Deferrals for the correction Taxable Year.

**(B) Actual Contribution Percentage (ACP) Test.** If the Plan is subject to nondiscrimination testing (see Section 4.05(D)) and the Employer in its Adoption Agreement has not elected to make Safe Harbor Contributions, a Participant's Aggregate Contributions may not exceed the ACP Limit. If the Plan is subject to nondiscrimination testing and the Employer in its Adoption Agreement has elected to make Safe Harbor Contributions and has elected to permit Employee Contributions, then a Participant's Aggregate Contributions (determined without regard to Matching Contributions) may not exceed the ACP Limit.

**(1) Definition of ACP Limit.** The ACP Limit is the maximum dollar amount of Aggregate Contributions that each HCE may receive or may make under the Plan such that the Plan passes the ACP test.

**(2) Definition of Aggregate Contributions.** Except as otherwise provided in Section 6.08(B) above, "Aggregate Contributions" are Matching Contributions and Employee Contributions. Aggregate Contributions also include any QNECs the Plan Administrator includes in the ACP test.

**(3) Definition of Excess Aggregate Contributions.**

Excess Aggregate Contributions are the amount of Aggregate Contributions allocated on behalf of the HCEs which cause the Plan to fail the ACP test.

**(4) ACP test.** For each Plan Year, Aggregate Contributions satisfy the ACP test if they satisfy either of the following tests:

**(a) 1.25 test.** The ACP for the HCE Group does not exceed 1.25 times the ACP of the NHCE Group; or

**(b) 2 percent test.** The ACP for the HCE Group does not exceed the ACP for the NHCE Group by more than two percentage points and the ACP for the HCE Group is not more than twice the ACP for the NHCE Group.

**(5) Calculation of ACP.** The ACP for either group is the average of the separate ACRs calculated for each ACP Participant who is a member of that group. The Plan Administrator will include in the ACP test as a zero an ACP Participant who (i) is eligible to make Employee Contributions but who does not do so; or (ii) is eligible to make Elective Deferrals and to receive an allocation of any Matching Contributions based on Elective Deferrals but who does not make any Elective Deferrals for the Testing Year.

**(a) Definition of ACR (actual contribution ratio).** An ACP Participant's ACR for a Plan Year is the ratio of the ACP Participant's Aggregate Contributions for the Plan Year to the ACP Participant's Compensation for the Plan Year.

**(b) Definitions.** See Sections 4.09(A), (F), and (G) for the definitions of ACP Participant, HCE Group, and NHCE Group.

**(c) QNECs and Elective Deferrals.** The Plan Administrator operationally may include in the ACP test QNECs. The Plan Administrator may use QNECs in the ACP test provided such amounts are not impermissibly targeted under Section 4.08(C). As described in Section 3.05(C), the Plan Administrator operationally may designate any Nonelective Contribution as a QNEC.

**(d) Current/prior year testing.**

**(i) Election.** In determining whether the Plan satisfies the ACP test, the Plan Administrator will use Current Year Testing or Prior Year Testing as the Employer elects in its Adoption Agreement. Any such election applies for such Testing Years as the Employer elects (and retroactively as the Employer elects in the case of a Restated Plan).

**(ii) Permissible changes.** The Employer under Section 4.05(B) may amend its Adoption Agreement to change from Prior Year Testing to Current Year Testing at any time, subject to Applicable Law. The Employer may amend its Adoption Agreement to change from Current Year Testing to Prior Year Testing only: (A) if the Plan has used Current Year Testing in at least the 5 immediately preceding Plan Years (or if the Plan has not been in existence for 5 Plan Years, the number of Plan Years the Plan has been in existence); (B) the Plan is the result of aggregation of 2 or more plans and each of the aggregated plans used Current Year Testing for the period described in clause (A); or (C) a transaction occurs to which the coverage transition rule under Code §410(b)(6)(C) applies and as a result, the Employer maintains a plan using Prior Year

Testing and a plan using Current Year Testing. Under clause (C), the Employer may make an amendment to change to Prior Year Testing at any time during the coverage transition period.

**(iii) Employee Contribution, Matching Contribution and QNEC deadline/ limitation if Prior Year Testing.** The Plan Administrator includes Employee Contributions in the ACP test in the Testing Year in which the Employer withholds the Employee Contributions from the Participant's pay, provided such contributions are contributed to the Plan. The Plan Administrator may include Matching Contributions and QNECs in determining the HCE or NHCE ACP only if the Employer makes such contribution to the Plan within 12 months following the end of the Plan Year to which the Plan Administrator will allocate the Matching Contribution, or QNEC Under Prior Year Testing, to count the QNEC in the ACP test, the Employer must contribute a QNEC by the end of the Testing Year.

**(iv) First Plan Year under Prior Year Testing.** For the first Plan Year the Plan permits Matching Contributions or Employee Contributions, if the Plan is not a Successor Plan and is using Prior Year Testing, the prior year ACP for the NHCE Group is equal to 3% unless the Employer, in an Addendum, elects to use the actual ACP for the NHCE Group in the first Plan Year. If the Plan continues to use Prior Year Testing in the second Plan Year, the Plan Administrator must use the actual first Plan Year ACP for the NHCE Group in the ACP test for the second Plan Year.

**(v) Plan coverage changes under Prior Year Testing.** If the Employer's Plan is using Prior Year Testing and the Plan experiences a plan coverage change, the Plan Administrator will make any adjustments as Applicable Law may require to the NHCEs' ACP for the prior year.

**(6) Special aggregation rule for HCEs.** To determine the contribution percentage of any HCE, the Plan Administrator must take into account any Aggregate Contributions allocated to the HCE under any other arrangement 403(b) plan or qualified plan maintained by the Employer. If the plans have different plan years, the Plan Administrator will determine the combined Aggregate Contributions on the basis of the Plan Years ending in the same calendar year. If the plans have different years, all Aggregate Contributions made during the Plan Year will be aggregated. Notwithstanding the foregoing, the Plan Administrator will not apply the aggregation rule of this Section 4.08(B)(6) to plans which may not be aggregated.

**(7) Aggregation of certain 401(m) arrangements.** If the Employer treats two or more plans subject to Code §401(m) as a single plan for coverage or nondiscrimination purposes, the Employer must combine the plans under such plans to determine whether the plans satisfy the ACP test. This aggregation rule applies to the ACP determination for all eligible employees, irrespective of whether an eligible employee is an HCE or an NHCE. An Employer may not aggregate: (a) plans with different plan years; (b) a safe harbor plan with a non-safe harbor plan; (c) plans which use different testing methods (current versus prior); or (d) any other plans which must be disaggregated. If the Employer aggregating plans subject to 401(m) under this Section 4.08(B)(7) is using Prior Year Testing, the Plan Administrator must adjust the NHCE Group ACP for the prior year as provided in Section 4.08(B)(5)(c)(v).

**(8) Distribution of Excess Aggregate Contributions.** The Plan Administrator will determine Excess Aggregate



Contributions after determining Excess Deferrals under Section 4.08(A). If the Plan Administrator determines the Plan fails to satisfy the ACP test for a Plan Year, the Vendor, as directed by the Plan Administrator, by the end of the Plan Year which follows the Testing Year, must distribute the Vested Excess Aggregate Contributions, as adjusted for Allocable Income.

**(a) Calculation of total Excess Aggregate Contributions.** The Plan Administrator will determine the total amount of the Excess Aggregate Contributions by starting with the HCE(s) who has the greatest ACR, reducing his/her ACR (but not below the next highest ACR), then, if necessary, reducing the ACR of the HCE(s) at the next highest ACR level, including the ACR of the HCE(s) whose ACR the Plan Administrator already has reduced (but not below the next highest ACR), and continuing in this manner until the ACP for the HCE Group satisfies the ACP test. All reductions under this Section 4.08(C)(8)(a) are to the ACR only and do not result in any actual distributions.

**(b) Apportionment and distribution of Excess Aggregate Contributions.** After the Plan Administrator has determined the total Excess Aggregate Contribution amount, the Vendor, as directed by the Plan Administrator, then will distribute (to the extent Vested) to each HCE his/her respective share of the Excess Aggregate Contributions. The Plan Administrator will determine each HCE's share of Excess Aggregate Contributions by starting with the HCE(s) who has the highest dollar amount of Aggregate Contributions, reducing the amount of his/her Aggregate Contributions (but not below the next highest dollar amount of the Aggregate Contributions), then, if necessary, reducing the amount of Aggregate Contributions of the HCE(s) at the next highest dollar amount of Aggregate Contributions, including the Aggregate Contributions of the HCE(s) whose Aggregate Contributions the Plan Administrator already has reduced (but not below the next highest dollar amount of Aggregate Contributions), and continuing in this manner until the Vendor has distributed all Excess Aggregate Contributions.

**(9) Allocable Income/Testing Year and Gap Period.** A corrective distribution under Section 4.08(B)(8) must include Allocable Income. For Plan Years beginning after the 2007 Plan Year, the Plan Administrator only will distribute Allocable Income for the Testing Year and will not distribute any Gap Period Allocable Income, unless the Employer in an Addendum provides otherwise.

**(10) Ordering of Excess Aggregate Contributions.** The Plan Administrator will treat an HCE's allocable share of Excess Aggregate Contributions in the following priority: (a) first as attributable to his/her Employee Contributions, if any; (b) secondly, Matching Contributions included in the ACP test; and (c) then to QNECs used in the ACP test.

**(11) Vesting.** If an HCE has Excess Aggregate Contributions and he/she is not 100% Vested in his/her Matching Contribution Account, the Plan Administrator will distribute only the Vested portion and will forfeit the non-Vested portion. The Vested portion of the HCE's Excess Aggregate Contributions attributable to Employer Matching Contributions is the total amount of such Excess Aggregate Contributions (as adjusted for allocable income) multiplied by his/her Vested percentage (determined as of the last day of the Plan Year for which the Employer made the Matching Contribution).

**(12) Treatment as Annual Addition.** Distributed Excess Aggregate Contributions are Annual Additions under Sections 4.01-4.04 in the Limitation Year in which such amounts were allocated.

**(C) QNEC Targeting Restrictions.** The targeting restrictions in this Section 4.08(C) apply to Matching Contributions the Employer has elected in its Adoption Agreement and to such QNECs as the Plan Administrator operationally may designate.

**(1) QNEC Targeting Rules.** The Plan Administrator may include in the ACP test only such amounts of any QNEC as are not impermissibly targeted. A QNEC is impermissibly targeted if the QNEC amount allocated to any NHCE exceeds the greater of: (a) 5% of Compensation; or (b) 2 times the Plan's Representative Contribution Rate.

**(a) Definition of Representative Contribution Rate.** The Plan's ACP Representative Contribution Rate is the lowest ACP Contribution Rate of any NHCE in a group consisting of: (i) any one-half of the Eligible NHCEs for the Plan Year; or if it would result in a greater Representative Contribution Rate (ii) all of the Eligible NHCEs who are employed by the Employer on the last day of the Plan Year.

**(b) Definition of Contribution Rate.** The Contribution Rate of an Eligible NHCE for the ACP test is the sum of the Eligible NHCE's Matching Contributions and QNECs used in the ACP test, divided by the NHCE's Compensation.

**(2) Matching Contribution targeting rules.** The Plan Administrator may include in the ACP test only such Matching Contribution amounts as are not impermissibly targeted. A Matching Contribution is impermissibly targeted if the Matching Contribution amount allocated to any NHCE exceeds the greatest of: (a) 5% of Compensation; (b) the amount of the NHCE's Elective Deferrals; or (c) the product of 2 times the Plan's Representative Matching Rate and the NHCE's Elective Deferrals for the Plan Year.

**(a) Definition of Representative Matching Rate.** The Plan's Representative Matching Rate is the lowest Matching Rate for any eligible NHCE in a group consisting of: (i) any one-half of the Eligible NHCEs who make Elective Deferrals for the Plan Year; or if it would result in a greater Representative Matching Rate, (ii) all of the Eligible NHCEs who make Elective Deferrals for the Plan Year and who are employed by the Employer on the last day of the Plan Year.

**(b) Definition of Matching Rate.** The Matching Rate for an NHCE is the NHCE's Matching Contributions divided by his/her Elective Deferrals; provided that if the Matching Rate is not the same for all levels of Elective Deferrals, the Plan Administrator will determine each NHCE's Matching Rate by assuming an Elective Deferral equal to 6% of Compensation.

**(3) Accrued Fixed Contributions.** The Employer must contribute any accrued fixed contribution, even if any or all of such contribution is impermissibly targeted.

4.09 DEFINITIONS: SECTIONS 4.05-4.08. For purposes of Sections 4.05 through 4.08:

**(A) ACP Participant.** ACP Participant means an Eligible Employee who has satisfied the eligibility requirements under

Article II and the allocation conditions under Section 3.06 applicable to Matching Contributions such that the Participant would be entitled to a Matching Contribution allocable to the Testing Year if he/she makes an Elective Deferral and/or an Employee Contribution. An ACP Participant also includes an Eligible Employee who has satisfied the eligibility requirements under Article II applicable to Employee Contributions and who has the right at any time during the Testing Year to make Employee Contributions. An Employee who is not eligible to make Employee Contributions and who fails to satisfy an allocation condition applicable to Matching Contributions is not an ACP Participant. An Employee with zero Compensation is not an ACP Participant. An Employee can be an ACP Participant irrespective of whether the Employee makes Elective Deferrals or Employee Contributions.

**(B) Allocable Income.** Allocable Income means as follows:

**(1) Excess Deferrals.** For purposes of making a distribution of Excess Deferrals pursuant to Section 4.08(A), Allocable Income means Earnings allocable to the Excess Deferrals for the Taxable Year (but not beyond the Taxable Year unless required under Applicable Law) in which the Participant made the Excess Deferral, determined in a manner which is uniform, nondiscriminatory and reasonably reflective of the manner used by the Plan Administrator to allocate income to Participants' Accounts.

**(2) Excess Aggregate Contributions.** For purposes of making a distribution of Excess Aggregate Contributions under Section 4.08(B), allocable Income means Earnings allocable to such amounts.

**(3) Uniform Method.** To calculate such Allocable Income for the Testing Year, the Plan Administrator will use: (i) a uniform and nondiscriminatory method which reasonably reflects the manner used by the Plan Administrator to allocate income to Participants' Accounts; or (ii) the "alternative method," under Applicable Law.

**(4) Gap Period.** To calculate Gap Period Allocable Income, the Plan Administrator may use either of the Section 4.09(B)(3) methods, or may apply the "safe harbor method,"

under Applicable Law. Under a reasonable method (under clause (i) of Section 4.09(B)(3)), the Plan Administrator may determine the Allocable Income as of a date which is no more than 7 days prior to the date of the corrective distribution. For Plan Years beginning after the 2008 Plan Year, the Plan Administrator will not calculate and distribute Gap Period Income unless the Employer provides otherwise in an Addendum.

**(C) Compensation.** Compensation means, except as otherwise provided in this Article IV, Compensation as defined for nondiscrimination purposes in Section 1.12(G).

**(D) Current Year Testing.** Current Year Testing means for purposes of the ACP test described in Section 4.08(B), the use of data from the Testing Year in determining the ACP for the NHCE Group.

**(E) Gap Period.** Gap Period means the period commencing on the first day of the next Plan Year following the Testing Year and ending on the date the Plan Administrator distributes Excess Aggregate Contributions for the Testing Year. As to Excess Deferrals, Gap Period means the period commencing on the first day of the next Taxable Year following the Taxable Year in which the Participant made the Excess Deferrals and ending on the date the Plan Administrator distributes the Excess Deferrals.

**(F) HCE Group.** HCE Group means the group of ACP Participants who are HCEs for the Plan Year.

**(G) NHCE Group.** NHCE Group means the group ACP Participants who are NHCEs for the Plan Year.

**(H) Prior Year Testing.** Prior Year Testing means for purposes of the ACP test described in Section 4.08(B), the use of data from the Plan Year immediately prior to the Testing Year in determining the ACP for the Nonhighly Compensated Group.

**(I) Testing Year.** Testing Year means the Plan Year for which the Plan Administrator is performing coverage or nondiscrimination testing including the ACP test.

**ARTICLE V  
VESTING**

5.01 **NORMAL RETIREMENT AGE.** The Employer in its Adoption Agreement must specify the Plan's Normal Retirement Age. If the Employer fails to specify the Plan's Normal Retirement Age in its Adoption Agreement, the Employer is deemed to have elected age 65 as the Plan's Normal Retirement Age. A Participant's Account Balance derived from Employer Contributions is 100% Vested upon and after his/her attaining Normal Retirement Age if the Participant is employed by the Employer on that date.

5.02 **PARTICIPANT DEATH OR DISABILITY.** The Employer must elect in its Adoption Agreement whether a Participant's Account Balance derived from Employer Contributions is 100% Vested if the Participant's Severance from Employment is a result of his/her death or his/her Disability.

5.03 **VESTING SCHEDULE.**

**(A) General.** Except as provided in Sections 5.01 and 5.02, for each Year of Service as described in Section 5.05, a Participant's Vested percentage of his/her Account Balance derived from Nonelective Contributions and Matching Contributions equals the percentage under the appropriate vesting schedule the Employer has elected in its Adoption Agreement.

**(1) Election of different schedules.** Unless the Employer in its Adoption Agreement elects otherwise, the vesting schedule for Nonelective Contributions will be the same vesting schedule as for Matching Contributions.

**(B) Vesting Schedules.**

**(1) In General.** Employer Contributions will vest in accordance with the Employer's Adoption Agreement election. The Employer may elect to provide immediate 100% vesting, "3-year cliff," "6-year graded," or a modified vesting schedule. For purposes of the Employer's elections under its Adoption Agreement, "6-year graded," or "3-year cliff" means an Employee's Vested percentage, based on each included Year of Service, under the following applicable schedule:

<b>6-year graded</b>	<b>3-year cliff</b>
0-1 year / 0%	0-2 years / 0%
2 years / 20%	3 years / 100%
3 years / 40%	
4 years / 60%	
5 years / 80%	
6 years / 100%	

**(2) QACAs.** See Section 3.04(E)(10) regarding the vesting of QACA Safe Harbor Contributions.

**(C) "Grossed-Up" Vesting Formula.** If the Vendor makes a distribution (other than a Cash-Out Distribution described in Section 5.04) to a Participant from an Account which is not fully Vested, and the Participant has not incurred a Forfeiture Break in Service, the provisions of this Section 5.03(C) apply to the Participant's Account Balance.

**(1) Separate Account/formula.** The Plan Administrator will establish a separate account for the Participant's Account Balance at the time of the distribution. At any relevant time

following the distribution, the Plan Administrator will determine the Participant's Vested Account Balance in such separate account derived from Employer Contributions in accordance with the following formula:  $P(AB + D) - D$ . To apply this formula, "P" is the Participant's current vesting percentage at the relevant time, "AB" is the Participant's Employer-derived Account Balance at the relevant time and "D" is the amount of the earlier distribution. If, under a Restated Plan, the Plan has made distribution to a partially-Vested Participant prior to its restated Effective Date and is unable to apply the cash-out provisions of Section 5.04 to that prior distribution, this special vesting formula also applies to that Participant's remaining Account Balance.

**(2) Alternative formula.** The Employer, in an Addendum, may elect to modify this formula to read as follows:  $P(AB + (R \times D)) - (R \times D)$ . For purposes of this alternative formula, "R" is the ratio of "AB" to the Participant's Employer-derived Account Balance immediately following the earlier distribution.

**(3) Application to Nonelective/Matching.** If necessary, the Plan Administrator will determine the Participant's Vested Account Balance for the Participant's Matching Contributions and the Participant's Employer Nonelective Contributions separately.

**(D) Special Vesting Elections.** The Employer in its Adoption Agreement may elect other specified vesting provisions which are consistent with Code §411 and Applicable Law.

**(E) Fully Vested Amounts.** A Participant has a 100% Vested in all Accounts which are attributable to Elective Deferrals, Employee Contributions, QNECs, Safe Harbor Contributions (other than QACA Safe Harbor Contributions described in Section 3.04(E)(10)), and Rollover Contributions.

**(F) Mergers/Transfers.** A merger or transfer of assets from another 403(b) Plan to this Plan does not result, solely by reason of the merger or transfer, in 100% vesting of the merged or transferred assets. The Plan Administrator operationally and on a uniform and nondiscriminatory basis will determine in the case of a merger or other transfer to the Plan whether: (1) to vest immediately all transferred assets; (2) to vest the transferred assets in accordance with the Plan's vesting schedule applicable to the contribution type being transferred but subject to the requirements Section 5.08; or (3) to vest the transferred assets in accordance with the transferor plan's vesting schedule(s) applicable to the contribution types being transferred, as such schedules existed on the date of the transfer. The Employer may elect to record such information in its Adoption Agreement as a special Vesting Election.

5.04 **IMMEDIATE FORFEITURE UPON CASH-OUT/POSSIBLE RESTORATION.**

**(A) Effect of Cash-Out Distribution.** If, pursuant to Article VI, a partially-Vested Participant receives a Cash-Out Distribution before he/she incurs a Forfeiture Break in Service, the Participant will incur an immediate forfeiture of the non-Vested portion of his/her Account Balance.

**(1) Definition of Cash-Out Distribution.** For purposes of this Article V, a Cash-Out Distribution is a distribution to the

Participant or a direct rollover for the Participant (whether involuntary or with required consent as described in Article VI), of his/her entire Vested Account Balance (including Elective Deferrals) due to the Participant's Severance from Employment.

**(2) Allocation in Cash-Out Year.** If a partially-Vested Participant's Account is entitled to an allocation of Employer Contributions or Participant forfeitures for the Plan Year in which he/she otherwise would incur a forfeiture by reason of a Cash-Out Distribution, the Plan Administrator will make the additional allocation of Employer Contributions and forfeitures without regard to whether the Participant previously received a Cash-Out Distribution; provided, that the Plan Administrator, in accordance with Section 3.07(D), will not allocate to such Participant any of his/her own forfeiture resulting from the Cash-Out Distribution. A partially-Vested Participant is a Participant whose Vested percentage determined under Section 5.03 is more than 0% but is less than 100%.

**(B) Forfeiture Restoration and Conditions for Restoration.** A partially-Vested Participant re-employed by the Employer after receiving a Cash-Out Distribution of the Vested percentage of his/her Account Balance may repay to the Funding Vehicle the entire amount of the Cash-Out Distribution (including Elective Deferrals) without any adjustment for Earnings, unless the Participant no longer has a right to restoration under this Section 5.04(B).

**(1) Restoration.** If a re-employed Participant repays his/her Cash-Out Distribution, the Plan Administrator, subject to the conditions of this Section 5.04(B), must restore the Participant's Account Balance to the same dollar amount as the dollar amount of his/her Account Balance on the Accounting Date, or other Valuation Date, immediately preceding the date of the Cash-Out Distribution, unadjusted for any Earnings occurring subsequent to that Accounting Date (and prior to the Participant's repayment or the Employer's restoration), or other Valuation Date.

**(2) Source of repayment.** A re-employed Participant may make repayment from any source, including an IRA rollover, permissible under Applicable Law.

**(3) No restoration.** The Plan Administrator will not restore a re-employed Participant's Account Balance under this Section 5.04(B) if:

**(a) 5 Years.** 5 years have elapsed since the Participant's first re-employment date with the Employer following the Cash-Out Distribution;

**(b) Not employed.** The Participant is not in the Employer's Service on the date the Participant repays his/her Cash-Out Distribution;

**(c) Not ERISA Plan.** The Plan is not an ERISA Plan on the date of the Cash-Out Distribution; or

**(d) Forfeiture Break.** The Participant has incurred a Forfeiture Break in Service. This condition also applies if the Participant makes repayment within the Plan Year in which he/she incurs the Forfeiture Break in Service and that Forfeiture Break in Service would result in a complete forfeiture of the amount the Plan Administrator otherwise would restore.

**(4) Restoration timing.** If none of the conditions in Section 5.04(B)(3) preventing restoration of the Participant's

Account Balance applies, the Plan Administrator will restore the Participant's Account Balance as of the Plan Year Accounting Date coincident with or immediately following the repayment.

**(5) Source of restoration.** To restore the Participant's Account Balance, the Plan Administrator, to the extent necessary, will allocate to the Participant's Account:

**(a) Forfeitures.** First, from the amount, if any, of Participant forfeitures the Plan Administrator otherwise would allocate in that Plan Year under Section 3.07;

**(b) Earnings.** Second, from the amount, if any, of the Earnings for the Plan Year, except to the extent Earnings are allocable to specific individual Accounts under Section 7.04(A)(2)(b); and

**(c) Employer Contribution.** Third, from the amount of a discretionary Employer Contribution for the Plan Year.

In an Addendum, the Employer may eliminate as a source of restoration any of the amounts described in clauses (a), (b) and (c) or may change the order of priority of these amounts.

**(6) Multiple restorations.** If, for a particular Plan Year, the Plan Administrator must restore the Account Balance of more than one re-employed Participant, the Plan Administrator will make the restoration allocations from the amounts described in Section 5.04(B)(5), clauses (a), (b) and (c) to each such Participant's Account in the same proportion that a Participant's restored amount for the Plan Year bears to the restored amount for the Plan Year of all re-employed Participants.

**(7) Employer must make-up shortfall.** To the extent the amounts described in Section 5.04(B)(5) are insufficient to enable the Plan Administrator to make the required restoration, the Employer must contribute, without regard to any requirement or condition of Article III, the additional amount necessary to enable the Plan Administrator to make the required restoration.

**(8) Not an Annual Addition.** A cash-out restoration allocation is not an Annual Addition under Article IV.

**(C) Deemed Cash-Out of 0% Vested Participant.** Except as the Employer may provide in an Addendum, the deemed cash-out rule of this Section 5.04(C) applies to any 0% Vested Participant. A Participant is not 0% Vested if the Participant has any existing Account Balance at the time that the Plan Administrator applies the deemed cash-out rule, in an individual Account, or attributable to Elective Deferrals, Safe Harbor Contributions, or QNECs. A Participant is 0% Vested if the Participant is eligible to make or to receive any of the foregoing contributions, but has not made or received such contributions.

**(1) If not entitled to allocation.** If a 0% Vested Participant's Account is not entitled to an allocation of Employer Contributions for the Plan Year in which the Participant has a Severance from Employment, the Plan Administrator will apply the deemed cash-out rule as if the 0% Vested Participant received a Cash-Out Distribution on the date of the Participant's Severance from Employment.

**(2) If entitled to allocation.** If a 0% Vested Participant's Account is entitled to an allocation of Employer contributions or Participant forfeitures for the Plan Year in which the Participant has a Severance from Employment, the Plan Administrator will

apply the deemed cash-out rule as if the 0% Vested Participant received a Cash-Out Distribution on the first day of the first Plan Year beginning after his/her Severance from Employment.

**(3) Timing of "deemed repayment."** For purposes of applying the restoration provisions of this Section 5.04, if the Plan is an ERISA Plan the Plan Administrator will treat a re-employed 0% Vested Participant as repaying his/her cash-out "distribution" on the date of the Participant's re-employment with the Employer.

**(D) Accounting for Cash-Out Repayment.**

**(1) Pending restoration.** As soon as is administratively practicable, the Plan Administrator will credit to the Participant's Account the Cash-Out Distribution amount a Participant has repaid to the Plan. Pending the restoration of the Participant's Account Balance, the Plan Administrator under Section 7.04(A)(2)(c) may direct the Vendor to place the Participant's Cash-Out Distribution repayment in a Segregated Account.

**(2) Accounting by contribution source.** Restoration of the Participant's Account Balance includes restoration of all Protected Benefits with respect to that restored Account Balance, in accordance with applicable Treasury regulations. For this purpose, the Plan Administrator will account for a Participant's restored balance by treating the Account as consisting of the same contribution types and amounts as existed on the date of the Cash-Out Distribution. The Employer in an Addendum may provide, consistent with Applicable Law, for an alternative accounting for a restored Account.

**(3) Return if failed repayment.** Unless the cash-out repayment qualifies as a Participant Rollover Contribution, the Plan Administrator will direct the Vendor to repay to the Participant as soon as is administratively practicable, the full amount of the Participant's Cash-Out Distribution repayment if the Plan Administrator determines any of the conditions of Section 5.04(B)(3) prevents restoration as of the applicable Accounting Date, notwithstanding the Participant's repayment.

**5.05 YEAR OF SERVICE – VESTING.** For purposes of this Article V, the following definitions and operational rules apply:

**(A) Definition of Year of Service.** A Year of Service, for purposes of determining a Participant's vesting under Section 5.03, means a Vesting Computation Period during which an Employee completes the number of Hours of Service (not exceeding 1,000) the Employer specifies in its Adoption Agreement, without regard to whether the Employer continues to employ the Employee during the entire Vesting Computation Period.

**(B) Definition of Vesting Computation Period.** A Vesting Computation Period is a 12-consecutive month period the Employer elects in its Adoption Agreement.

**(C) Counting Years of Service.** For purposes of a Participant's Vesting in the Plan, the Plan counts all of an Employee's Years of Service except:

**(1) Forfeiture Break in Service; Cash-Out.** For the sole purpose of determining a Participant's Vested percentage of his/her Account Balance derived from Employer Contributions which accrued for his/her benefit prior to a Forfeiture Break in Service or receipt of a Cash-Out Distribution, the Plan

disregards any Year of Service after the Participant first incurs a Forfeiture Break in Service or receives a Cash-out Distribution (except where the Plan Administrator restores the Participant's Account under Section 5.04(B)).

**(2) Other exclusions.** Consistent with Code §411(a)(4), any Year of Service the Employer elects to exclude under its Adoption Agreement, including service during any period for which the Employer did not maintain the Plan or a predecessor plan. For this purpose, a predecessor plan is a qualified plan or a 403(b) plan subject to ERISA which is maintained by the Employer and is terminated within the 5-year period immediately preceding or following the establishment of this Plan.

**(D) Elapsed Time.** If the Employer in its Adoption Agreement elects to apply the Elapsed Time Method in applying the Plan's vesting schedule, the Plan Administrator will credit service in accordance with Section 1.40(A)(3).

**5.06 BREAK IN SERVICE AND FORFEITURE BREAK IN SERVICE – VESTING.** For purposes of this Article V, the following definitions and operational rules apply:

**(A) Definition of Break in Service.** A Participant incurs a Break in Service if during any Vesting Computation Period he/she does not complete more than 500 Hours of Service. If the Plan applies the Elapsed Time Method of crediting Service, a Participant incurs a Break in Service if the Participant has a Period of Severance of at least 12 consecutive months. If, pursuant to Section 5.05, the Plan does not require more than 500 Hours of Service to receive credit for a Year of Service, a Participant incurs a Break in Service in a Vesting Computation Period in which he/she fails to complete a Year of Service.

**(B) Definition of Forfeiture Break in Service.** A Participant incurs a Forfeiture Break in Service when he/she incurs 5 consecutive Breaks in Service.

**(C) Rule of Parity - Vesting.** The Employer in its Adoption Agreement may elect to apply the "rule of parity" under Code §411(a)(6)(D) for purposes of determining vesting Years of Service. Under the rule of parity, the Plan Administrator excludes a Participant's Years of Service before a Break in Service if: (1) the number of the Participant's consecutive Breaks in Service equals or exceeds 5; and (2) the Participant is 0% Vested in his/her Account Balance at the time he/she has the Breaks in Service. A Participant is not 0% Vested if the Participant has any existing Account Balance, at the time that the Plan Administrator applies the rule of parity, attributable to Elective Deferrals, Safe Harbor Contributions, or QNECs. A Participant is not 0% Vested if at the time that the Plan Administrator applies the rule of parity: (i) the Participant has any existing Account Balance attributable to Elective Deferrals; or (ii) the Participant has any Vesting in accordance with the Vesting schedule applicable to any Employer Contribution, even if the Participant has a zero balance in that Account.

**(D) One-Year Holdout Rule - Vesting.** The one-year holdout Break in Service rule under Code §411(a)(6)(B) will not apply to this Article V unless the Employer provides otherwise in an Addendum. If the one-year holdout Break in Service rule applies, an Employee who has a one-year Break in Service will not be credited for vesting purposes with any Years of Service earned before such one-year Break in Service, until the Employee has completed a Year of Service after the one-year Break in Service.

### 5.07 FORFEITURE OCCURS.

**(A) Timing.** A Participant's forfeiture of his/her non-Vested Account Balance derived from Employer Contributions occurs under the Plan on the earlier of:

**(1) Forfeiture Break.** The last day of the Vesting Computation Period in which the Participant first incurs a Forfeiture Break in Service; or

**(2) Cash-Out.** The date the Participant receives a Cash-Out Distribution.

**(B) Vesting Schedule/Lost Participants.** The Plan Administrator determines the percentage of a Participant's Account Balance forfeiture, if any, under this Section 5.07 solely by reference to the vesting schedule the Employer elected in its Adoption Agreement. A Participant does not forfeit any portion of his/her Account Balance for any other reason or cause except as expressly provided by this Section 5.07 or as provided under Section 7.07.

5.08 AMENDMENT TO VESTING SCHEDULE. The Employer under Section 9.02 may amend the Plan's vesting schedule(s) under Section 5.03 at any time, subject to this Section 5.08. For purposes of this Section 5.08, an amendment to the vesting schedule includes any Plan amendment which directly or indirectly affects the computation of the Vested percentage of a Participant's Account Balance. This Section 5.08 will not apply if this Plan is not an ERISA Plan.

**(A) No Reduction.** The Plan Administrator will not apply the amended vesting schedule to reduce any Participant's existing Vested percentage (determined on the later of the date the Employer adopts the amendment, or the date the amendment becomes effective) in the Participant's existing and future Account Balance attributable to Employer contributions, to a

percentage less than the Vested percentage computed under the Plan without regard to the amendment.

**(B) Hour of Service Required.** Unless the amendment explicitly provides otherwise, an amended vesting schedule will apply to a Participant only if the Participant receives credit for at least one Hour of Service after the new vesting schedule becomes effective.

**(C) Election.** If the Employer amends the Plan's vesting schedule, each Participant having completed at least 3 Years of Service (as described in Section 5.05) with the Employer prior to the expiration of the election period described below, may elect irrevocably to have the Plan Administrator determine the Vested percentage of his/her Account Balance without regard to the amendment.

**(1) Notice of amendment.** The Plan Administrator will forward an appropriate notice of any amendment to the vesting schedule to each affected Participant, together with the appropriate form upon which the Participant may make an election to remain under the pre-amendment vesting schedule and notice of the time within which the Participant must make an election to remain under the pre-amendment vesting schedule.

**(2) Election timing.** The Participant must file his/her election with the Plan Administrator within 60 days of the latest of: (a) the Employer's adoption of the amendment; (b) the effective date of the amendment; or (c) the Participant's receipt of a notice of the amendment.

**(3) No election if no adverse effect.** The election described in this Section 5.08(C) does not apply to a Participant if the amended vesting schedule provides for vesting at least as rapid at any time as the vesting schedule in effect prior to the amendment.

## ARTICLE VI DISTRIBUTIONS

6.01 **TIMING OF DISTRIBUTION.** Except as otherwise provided in Section 6.01(A), if the Participant is entitled to a distribution, the Vendor will commence distribution of a Participant's Vested Account Balance in accordance with this Article VI after the Participant's request on a form prescribed by the Plan. The Vendor may make Plan distributions on any administratively practicable date during the Plan Year, consistent with the Employer's elections in its Adoption Agreement, or in the Funding Vehicle Documentation.

**(A) Individual Accounts.** This Section 6.01(A) applies to any individual Funding Vehicles the Plan maintains or if the Employer maintains its Plan on the Elective Deferral-only ("Short Form") Adoption Agreement. Subject to the applicable provisions of this Section 6.01(A), Sections 6.02, and 6.04 through 6.10 and the provisions of the Funding Vehicle Documentation, each Participant will elect the time of payment of his Account. Such distributions will not otherwise be subject to this Section 6.01 or to Section 6.03. Upon Participant request, the Vendor will provide a benefit notice explaining the optional forms of benefit available under the Funding Vehicle. If an Annuity Contract issued after December 31, 2008 does not set forth distributable events relating to distribution of Accounts other than Elective Deferrals, Rollover Contributions, Employee Contributions and earnings thereon, in accordance with Treas. Reg. §1.403(b)-6(b), then those Accounts (Accounts under the Annuity Contract other than Elective Deferrals, Employee Contributions, and Rollover Contributions) will be distributable upon any of the events described in Section 6.01(E)(1) with regard to Restricted Balances.

**(B) Entitlement to distribution.** A Participant is entitled to a distribution after Severance of Employment at the time specified in the Adoption Agreement, or, if earlier and the Plan is an ERISA Plan, on the 60th day after the latest of the close of the Plan Year in which (1) the Participant attains the earlier of age 65 or Normal Retirement Age, (2) the Participant incurs a Separation from Service, or (3) the 10th anniversary of the date the Participant entered the Plan. The Plan will make distributions following the Participant's death in accordance with Section 6.01(C). A Participant is entitled to a distribution prior to Severance of Employment under the rules of Section 6.01(D) in accordance with the Employer's elections in the Adoption Agreement. However, the Plan will not make a distribution which would violate Section 6.01(E). A Participant may not receive a distribution by reason of Severance from Employment, or continue any installment distribution based on a prior Severance from Employment, if, prior to the time the Vendor actually makes the distribution, the Participant returns to employment with the Employer.

**(C) Distribution upon Death.** In the event of the Participant's death (whether death occurs before or after Severance from Employment), the Plan Administrator will direct the Vendor, in accordance with this Section 6.01(C) and subject to Section 6.02(C), to distribute to the Participant's Beneficiary the Participant's Vested Account Balance remaining in the Funding Vehicle at the time of the Participant's death.

**(1) Immediate commencement.** The Plan Administrator, subject to the requirements of Sections 6.02 and 6.04 or to a Beneficiary's written election, must direct the Vendor to distribute or commence distribution of the deceased Participant's Vested Account Balance, as soon as administratively practicable following the date on which the Plan Administrator receives notification of, or otherwise confirms, the Participant's death.

**(2) Single payment.** If the Participant's Vested Account Balance does not exceed \$5,000, the Vendor will distribute the balance in a lump sum (which will be a Cash-Out Distribution if the Participant's Account Balance is not 100% Vested on death) without regard to Section 6.04. If the Participant's Vested Account Balance exceeds \$5,000, the Vendor will distribute the balance subject to Sections 6.02(C), 6.03 and 6.04.

**(3) Surviving spouse as Beneficiary.** If the Participant's death benefit is payable in full to the Participant's surviving spouse, the surviving spouse may elect distribution at any time and in any form (except a joint and survivor annuity) the Plan would permit a Participant to elect upon Severance from Employment.

**(4) Participant election.** The Participant, on a form prescribed by the Plan, may (subject to the requirements of Sections 6.02, 6.03 and 6.04) elect the payment method or the payment term or both, which will apply to any Beneficiary, including his/her surviving spouse. The Participant's election may limit any Beneficiary's right to increase or to reduce the frequency or the amount of any payments. Any payment term elected by the Participant must not exceed the payment term the Code otherwise would permit the Beneficiary to elect upon the Participant's death.

**(D) In-Service Distribution.** The Employer in its Adoption Agreement must elect the distribution election rights, if any, a Participant has prior to his/her Severance from Employment ("in-service distribution").

**(1) Vesting/other conditions.** If a Participant receives an in-service distribution as to a partially-Vested Account, and the Participant has not incurred a Forfeiture Break in Service, the Plan Administrator will apply the vesting provisions of Section 5.03(C). The Employer in its Adoption Agreement may elect to limit any in-service distribution only to Participants who are 100% vested or to apply other conditions.

**(2) Participant election.** A Participant must make any permitted in-service distribution election under this Section 6.01(D) in writing and on a form prescribed by the Plan which specifies the percentage or dollar amount of the distribution and the Participant's Plan Account to which the election applies.

**(3) Frequency, timing and form.** If the Plan permits in-service distributions, a Participant only may elect to receive one in-service distribution per Plan Year under this Section 6.01(D) unless the election form prescribed by the Plan provides for more frequent distributions. The Vendor, as directed by the Plan Administrator and subject to Section 6.04, will distribute the amount(s) a Participant elects in single sum, as soon as administratively practicable after the Participant files his/her in-service distribution election with the Plan. The Vendor will distribute the Participant's remaining Account Balance in accordance with the other provisions of this Article VI.

**(4) Hardship.** See Section 6.07 regarding requirements for distributions based on hardship.

**(5) Rollover Contributions; Employee Contributions.** A Participant may elect to receive an in-service distribution of his/her Accounts attributable to Rollover Contributions and Employee Contributions subject to Sections 6.01(D)(2) and (3),

except as the Employer provides otherwise in an Addendum. Distribution of a Rollover Contribution or Employee Contribution is subject to Section 6.04 if Section 6.04 otherwise applies to the Participant.

**(6) Distribution events for RIAs and for non-Elective Deferral Accounts in Annuity Contracts.** The Employer in its Adoption Agreement may elect to permit an in-service distribution of RIAs or of a non-Elective Deferral Account in an Annuity Contract upon a Participant's attainment of a stated age, after a fixed number of years, or based on some other specified event. Such amounts are not Restricted Balances unless such amounts are QNEC Accounts or Safe Harbor Contribution Accounts.

**(7) EACA permissible withdrawal.** If the Employer maintains the Plan as a EACA as defined under Section 3.02(C) and the Employer elects in its Adoption Agreement to apply the permissible withdrawal provisions of this Section 6.01(D)(7), a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic Deferrals (and allocable earnings) under the provisions of this Section 6.01(D)(7). However, if the Employer elects in its Adoption Agreement to limit the group of Participants who are eligible for the permissible withdrawal, only a Participant who is a member of that eligible group may make the election to withdraw.

**(a) Amount.** If a Participant elects a permissible distribution under this Section 6.01(D)(7), the Plan must make a distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for allocable gains and losses to the date of the distribution).

**(b) Timing.** The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days after the date of the first Automatic Deferral under the EACA. For this purpose, the date of the first Automatic Deferral is the date that the Compensation subject to the Automatic Deferral otherwise would have been includible in the Participant's gross income. The effective date of the election must not be later than the last day of the payroll period that begins after the date the Participant makes the election to withdraw the Automatic Deferrals.

**(c) Fees.** The Plan Administrator may reduce the permissible distribution amount by any generally applicable fees. However, the Plan may not charge a different fee for distribution under this Section 6.01(D)(7) than applies to other distributions. However, to the extent the EACA is subject to the default investment rules of Section 3.02(C)(7), the Plan will not charge a fee for a permissible withdrawal if the fee would violate DOL Reg. §2550.404c-5.

**(E) 403(b) Distribution Restrictions.**

**(1) Limitation.** A Participant may not receive a distribution of the Participant's Restricted Balances except in the event of: (a) the Participant's death, Disability, Severance of Employment or attainment of age 59 1/2; (b) except with regard to Employer Contributions under a Custodial Account, QNECs and Safe Harbor Contributions (other than QACA Safe Harbor Contributions), hardship in accordance with Section 6.07; (c) Plan termination, as provided for in Section 9.04, or (d) corrective distributions under Article IV or otherwise permitted by Applicable Law. This limitation will be applied in conformance with Treas. Reg. §§1.403(b)-6(c) and (d).

**(2) Definition of "Restricted Balances."** A Participant's Restricted Balances are the Participant's Elective Deferral Account under an Annuity Contract, all Accounts under a Custodial Account (or transferred from a Custodial Account), QNEC Account and Safe Harbor Contributions Account. Restricted balances do not include (a) any Employer Contribution Accounts under a Retirement Income Account which were not transferred from a Custodial Account; (b) Employer Contribution Accounts in an Annuity Contract which were not transferred from a Custodial Account; or (c) any Accounts consisting of Employee Contributions or Rollover Contributions and earnings thereon.

**(F) Mandatory Distributions.** The Employer in its Adoption Agreement may elect to have the Plan make Mandatory Distributions. A Mandatory Distribution is a Plan-required distribution to or for a Participant without the Participant's consent upon Severance from Employment, other than a distribution based on the Participant's death or on account of plan termination. A Mandatory Distribution may not exceed the amount (not exceeding \$5,000) the Employer elects in its Adoption Agreement. In applying the elected Mandatory Distribution amount, the Plan Administrator will include or exclude a Participant's Rollover Contributions Account as the Employer elects in its Adoption Agreement. A Mandatory Distribution does not include the remaining balance of any installment distribution which has already commenced. The Vendor will distribute a Participant's Mandatory Distribution in a lump sum within 12 months after the Participant's Severance from Employment unless the Employer by an Addendum selects a different time. The provisions of this Section 6.01(F) do not impair the Participant's right to receive a distribution of the Participant's Vested Account Balance under other Plan provisions prior to receipt of the Mandatory Distribution. If the Vendor Documentation provides for Mandatory Distributions, those provisions shall apply to Funding Vehicles held by the Vendor as though elected by the Employer in its Adoption Agreement. See Section 6.08 regarding direct rollovers and automatic rollovers.

6.02 REQUIRED MINIMUM DISTRIBUTIONS.

**(A) Lifetime RMDs.**

**(1) RBD.** The Vendor will distribute or commence distribution to the Participant of the Participant's entire Vested Account Balance no later than the Participant's RBD.

**(2) Amount of RMD for each DCY.** During the Participant's lifetime, the RMD that will be distributed for each DCY is the lesser of:

**(a) ULT amount.** The quotient obtained by dividing the Participant's RMD Account Balance by the distribution period in the ULT, using the Participant's age as of the Participant's birthday in the DCY; or

**(b) SLT/younger spouse.** If the Participant's sole Designated Beneficiary for the DCY is the Participant's spouse who is more than 10 years younger than the Participant, the quotient obtained by dividing the Participant's RMD Account Balance by the number in the JLT using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the DCY.

**(3) Lifetime RMDs continue through year of Participant's death.** RMDs will be determined under this



Section 6.02(A) beginning with the first DCY and up to and including the DCY that includes the Participant's date of death or until the Participant's Vested Account Balance is completely distributed.

**(B) Death RMDs.**

**(1) Death of Participant before DCD.** If the Participant dies before the DCD, the Vendor will distribute or commence distribution to the Participant of the Participant's Vested Accrued Benefit no later than as follows:

**(a) Spouse sole Designated Beneficiary.** Except as otherwise provided in Section 6.02(B)(1)(e), if the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

**(i) Death of spouse.** If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse are required to begin, then this Section 6.02(B)(1) (other than Section 6.02(B)(1)(a)) will apply as if the surviving spouse were the Participant.

**(b) Other Designated Beneficiary.** Except as otherwise provided in Section 6.02(B)(1)(e), if the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

**(c) No Designated Beneficiary/5 year rule.** If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

**(d) Participant survived by Designated Beneficiary.** If there is a Designated Beneficiary, the RMD for each DCY after the year of the Participant's death is the quotient obtained by dividing the Participant's RMD Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Section 6.02(B)(2)(a).

**(e) Election of 5 year or life expectancy.** Unless the Employer provides otherwise in an Addendum, or an individual Funding Vehicle provides otherwise, Participants or Beneficiaries may elect on an individual basis to apply the 5-year rule of Section 6.02(B)(1)(c) in lieu of the Life Expectancy rule in Section 6.02(B)(1)(d) applies to distributions after the death of a Participant who has a Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 6.02(B)(1), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor Beneficiary makes an election to apply the 5 year rule, the Life Expectancy rule applies. An individual Funding Vehicle or the Employer in an Addendum under this Section 6.02(B)(1)(e) also may limit RMDs to all Designated Beneficiaries to the 5 year rule.

**(2) Death on or after DCD.** This Section 6.02(B)(2) applies if the Participant dies on or after his/her DCD.

**(a) Participant survived by Designated Beneficiary.** If there is a Designated Beneficiary, the RMD for each DCY after the year of the Participant's death is the quotient obtained by dividing the Participant's RMD Account Balance by the longer of the Participant's remaining Life Expectancy or the Designated Beneficiary's remaining Life Expectancy, determined as follows:

**(i) Participant's life expectancy.** The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

**(ii) Spouse as sole Designated Beneficiary.** If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each DCY after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For DCYs after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

**(iii) Non-Spouse Designated Beneficiary.** If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

**(b) No Designated Beneficiary.** If there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the RMD for each DCY after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

**(C) Forms of Distribution.** Unless the Participant's Vested Account Balance is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the RBD, as of the first DCY distributions will be made in accordance with Sections 6.02(A) and (B). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the applicable Treasury regulations. Nothing in this Section 6.02 gives any Participant or any Beneficiary the right to receive any form of distribution which is not specified in the Adoption Agreement or the Participant's Funding Vehicle. If the Adoption Agreement or Funding Vehicle limits distributions to lump sum payments, then the Plan will distribute the Participant's entire Vested Account Balance in the form of a lump sum on or before the Participant's RBD, or if applicable, at the time determined in Section 6.02(B). Nothing in this Section 6.02(C) will prohibit a Retirement Income Account from making distributions in the form of an annuity in compliance with Treas. Reg. §1.403(b)-6(e)(5).

**(D) Operating Rules.**

**(1) Precedence.** The requirements of this Section 6.02 will take precedence over any inconsistent provisions of the Plan.

**(2) Requirements of Treasury Regulations Incorporated.** All distributions required under this Section 6.02 will be determined and made in accordance with the Treasury regulations under Code §401(a)(9). All distributions and benefits under the plan are subject to the incidental benefit requirement of Treas. Reg. §1.403(b)-6(g).

**(3) IRA Treatment.** The RMD rules applicable to individual retirement accounts generally apply to the Plan, except that (a) the provisions of Section 6.02(E)(7) determine a Participant's RBD, (b) a surviving spouse sole beneficiary may not treat the deceased Participant's Account as his/her own individual retirement account, and (c) the provisions of the last sentence of Section 6.02(C) apply to Retirement Income Accounts.

**(4) Aggregated Distribution.** A Participant may total the RMDs of all 403(b) accounts of the Participant (regardless of the employer) and take the distribution from any one or more of such accounts. A Participant may aggregate under this provision only those accounts the Participant holds as an employee or former employee. A Beneficiary may aggregate accounts the Beneficiary holds as Beneficiary of the same decedent, but not with accounts the Beneficiary holds as an employee or as a beneficiary of another decedent. The Plan will apply these rules in conformance with Treas. Reg. §1.403(b)-6(e)(7).

**(E) Definitions.** The following definitions apply to this Section 6.02.

**(1) Designated Beneficiary.** A "Designated Beneficiary" means an individual who is a Beneficiary under Section 7.05 and who is a designated beneficiary under Code §401(a)(9) of the Internal Revenue Code and Treas. Reg. §1.401(a)(9)-4, Q&As-4 and -5.

**(2) DCY.** A DCY is a distribution calendar year for which an RMD is required. For RMDs beginning before the Participant's death, the first DCY is the calendar year immediately preceding the calendar year which contains the Participant's RBD. For RMDs beginning after the Participant's death, the first DCY is the calendar year in which distributions are required to begin under Section 6.02(B)(2). The RMD for the Participant's first DCY will be made on or before the Participant's RBD. The RMD for other DCYs, including the RMD for the DCY in which the Participant's RBD occurs, will be made on or before December 31 of that DCY.

**(3) DCD.** A DCD is a distribution commencement date and generally means the Participant's RBD. However, if Section 6.02(B)(1)(a)(i) applies, the DCD is the date distributions are required to begin to the surviving spouse under Section 6.02(B)(1)(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the otherwise applicable DCD, then the DCD is the date distributions actually commence.

**(4) JLT.** The JLT is the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, Q&A-3.

**(5) Life Expectancy.** Life Expectancy refers to life expectancy as computed under the SLT.

**(6) Participant's RMD Account Balance.** A Participant's RMD Account Balance is the account balance as of the last valuation date in the VCY increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the VCY after the valuation date and decreased by distributions made in the VCY after the valuation date. The account balance for the VCY includes any amounts rolled over or transferred to the Plan either in the VCY or in the DCY if distributed or transferred in the VCY.

**(7) RBD.** A Participant's RBD is his/her required beginning date determined as follows:

**(a) More than 5% owner.** A Participant's RBD is the April 1 following the close of the calendar year in which the Participant attains age 70 1/2 if the Participant is a more than 5% owner (as defined in Code §416(i)(B)) as to the Plan Year ending in that calendar year. If a Participant is a more than 5% owner at the close of the relevant calendar year, the Participant may not discontinue RMDs notwithstanding the Participant's subsequent change in ownership status.

**(b) Other Participants.** If the Participant is not a more than 5% owner, his/her RBD is the April 1 following the close of the calendar year in which the Participant incurs a Separation from Service or, if later, the April 1 following the close of the calendar year in which the Participant attains age 70 1/2.

**(c) Addendum as to RBD.** The Employer in an Addendum or an individual Funding Vehicle may specify that the Plan Administrator continue to apply (indefinitely or to a specified date) the RBD definition in effect prior to 1997 ("pre-SBJPA RBD"), or may require distribution earlier than the RBD. A Participant's pre-SBJPA RBD (if applicable) is April 1 following the close of the calendar year in which the Participant attains age 70 1/2.

**(8) RMD.** An RMD is the required minimum distribution the Plan must make to a Participant or Beneficiary for a DCY. The Plan Administrator determines an RMD without regard to vesting, but in accordance with Treas. Reg. §1.401(a)(9)-5, the Plan only will distribute an RMD to the extent that the amount distributed is Vested.

**(9) SLT.** The SLT is the Single Life Table set forth in Treas. Reg. §1.401(a)(9)-9, Q&A-1.

**(10) ULT.** The ULT is the Uniform Lifetime Table set forth in Treas. Reg. §1.401(a)(9)-9, Q&A-2.

**(11) VCY.** A VCY is a valuation calendar year, which is the calendar year immediately preceding a DCY.

**(F) Pre-1987 Account Balances.** If the Plan Administrator separately accounts for a Participant's pre-1987 Account, the required minimum distribution rules do not apply to the pre-1987 Account. Earnings after December 31, 1986 are not part of the pre-1987 Account. The pre-1987 Account will be subject to the distribution rules in effect as of July 27, 1987, interpreting Treas. Reg. §1.401-1(b)(1)(i), and in compliance with Treas. Reg. §1.403(b)-6(e)(6).

**6.03 METHOD OF DISTRIBUTION.** Subject to any contrary requirements imposed by Sections 6.01 (including 6.01(D) regarding in-service distributions), 6.02 or 6.04, a Participant or a Beneficiary may elect distribution under one, or

any combination, of the following methods: (i) by payment in a lump sum; (ii) by payment in monthly, quarterly or annual installments over a fixed reasonable period of time, not exceeding the life expectancy of the Participant, or the joint life and last survivor expectancy of the Participant and his/her designated Beneficiary; or (iii) by distribution of an annuity contract that the Vendor provides or purchases with the Participant's Vested Account Balance. If the Plan elects or is required to provide an annuity, the annuity must be a Nontransferable Annuity and otherwise must comply with the Plan terms. This Section 6.03 does not apply to the extent provided in Section 6.01(A).

**(A) Modification.** The Employer in its Adoption Agreement may elect to modify the methods of payment available under this Section 6.03. If the Employer's Plan is a Restated Plan, the Employer in its Adoption Agreement and in accordance with Treas. Reg. §1.411(d)-4, may elect to eliminate from the prior Plan certain Protected Benefits. If the Plan is not an ERISA Plan, the Employer may eliminate Protected Benefits without regard to Treas. Reg. §1.411(d)-4.

**(B) No Election if \$5,000 or Less.** The distribution options permitted under this Section 6.03 are available only if the Participant's Vested Account Balance exceeds \$5,000.

**(C) Installments/Segregation and Acceleration.** To facilitate installment payments under this Article VI, the Plan Administrator under Section 7.04(A)(2)(c) may direct the Vendor to segregate all or any part of the Participant's Account Balance in a segregated investment Account. Under an installment distribution, the Participant or the Beneficiary, at any time, may elect to accelerate the payment of all, or any portion, of the Participant's unpaid Vested Account Balance.

**(D) Account Types/Sourcing Elections.** If a Participant who will receive a partial distribution of his/her Plan Account has both a Roth Deferral Account (or some other Account with tax basis) and one or more pre-tax Accounts including a Pre-Tax Deferral Account, the Plan operationally will determine the Account source(s) from which the Vendor will make the distribution and will determine whether such amounts distributed consist of the Account contributions or of Account Earnings or both, unless such determinations are contrary to Applicable Law. The Plan also may permit the affected Participant to elect the Account source(s) and composition (contributions or Earnings) of the Participant's distribution unless such elections are contrary to Applicable Law. This Section 6.03(D) as to election of Account sources from among multiple sources does not apply to the extent that a Participant is eligible under the Plan terms to receive a distribution only from one specific Account source.

**(E) Funding Vehicle Elections.** With regard to Accounts held in a given Funding Vehicle, the Participant will have any distribution form options available under that Funding Vehicle.

#### 6.04 ANNUITY DISTRIBUTIONS TO PARTICIPANTS AND TO SURVIVING SPOUSES.

**(A) Qualified Joint and Survivor Annuity (QJSA).** The Vendor will distribute a married or unmarried Participant's Vested Account Balance in the form of a QJSA, unless the Participant, and spouse if the Participant is married, waive the QJSA in accordance with this Section 6.04(A) or unless Section 6.04(G) applies.

**(1) Definition of QJSA if married.** If, as of the Annuity Starting Date, the Participant is married (even if the Participant has not been married throughout the one year period ending on the annuity starting date), a QJSA is an immediate annuity which is purchasable with the Participant's Vested Account Balance and which provides a life annuity for the Participant and a survivor annuity payable for the remaining life of the Participant's surviving spouse equal to 50% of the amount of the annuity payable during the life of the Participant.

**(2) Definition of QJSA if not married.** If, as of the Annuity Starting Date, the Participant is not married, a QJSA is an immediate life annuity for the Participant which is purchasable with the Participant's Vested Account Balance.

**(3) Modification of QJSA benefit.** An individual Funding Vehicle or the Employer in an Addendum may specify a different percentage (more than 50% but not exceeding 100%) for the survivor annuity.

**(4) Definitions of life/survivor annuity.** A life annuity means an annuity payable to the Participant in equal installments for the life of the Participant that terminates upon the Participant's death. A survivor annuity means an annuity payable to the Participant's surviving spouse in equal installments for the life of the surviving spouse that terminates upon the death of the surviving spouse.

**(5) QJSA notice/timing.** At least 30 days and not more than 180 days before the Participant's Annuity Starting Date, the Plan must provide the Participant a written explanation of the terms and conditions of the QJSA, the Participant's right to make, and the effect of, an election to waive the QJSA benefit, the rights of the Participant's spouse regarding the waiver election and the Participant's right to make, and the effect of, a revocation of a waiver election. The explanation must also include notice of the availability of the QOSA, as described in Section 6.04(A)(8).

**(6) Waiver frequency and timing.** The Plan does not limit the number of times the Participant may revoke a waiver of the QJSA or make a new waiver during the election period. The Participant (and his/her spouse, if the Participant is married), may revoke an election to receive a particular form of benefit at any time until the Annuity Starting Date.

**(7) Married Participant waiver.** A married Participant's QJSA waiver election is not valid unless: (a) the Participant's spouse (to whom the survivor annuity is payable under the QJSA), after the Participant has received the QJSA notice, has consented in writing to the waiver election, the spouse's consent acknowledges the effect of the election, and a notary public or the Plan Administrator (or his/her representative) witnesses the spouse's consent; (b) the spouse consents to the alternative form of payment designated by the Participant or to any change in that designated form of payment; and (c) unless the spouse is the Participant's sole primary Beneficiary, the spouse consents to the Participant's Beneficiary designation or to any change in the Participant's Beneficiary designation.

**(a) Effect of spousal consent/blanket waiver.** The spouse's consent to a waiver of the QJSA is irrevocable, unless the Participant revokes the waiver election. The spouse may execute a blanket consent to the Participant's future payment form election or Beneficiary designation, if the spouse acknowledges the right to limit his/her consent to a specific designation but, in writing, waives that right.

**(b) Spousal consent not required.** The Plan will accept as valid a waiver election which does not satisfy the spousal consent requirements if the Plan Administrator establishes: (i) the Participant does not have a spouse, (ii) the spouse cannot be located, (iii) the Participant is legally separated or has been abandoned (within the meaning of applicable state law) and the Participant has a court order to that effect, or (iv) other circumstances exist under which Applicable Law excuses the spousal consent requirement. If the Participant's spouse is legally incompetent to give consent, the spouse's legal guardian (even if the guardian is the Participant) may give consent.

**(8) Qualified Optional Survivor Annuity.** A married Participant eligible to receive a distribution in the form of a QJSA may elect to receive a Qualified Optional Survivor Annuity (QOSA) instead. A QOSA is an immediate annuity which is purchasable with the Participant's Vested Account Balance and which provides a life annuity for the Participant and a survivor annuity payable for the remaining life of the Participant's surviving spouse equal to 75% of the amount of the annuity payable during the life of the Participant. If, pursuant to Section 6.04(A)(3) the QJSA survivor annuity is at least 75%, then the survivor annuity percentage of the QOSA will be 50%. A Participant may elect to receive the QOSA, rather than the QJSA, without the consent of the Participant's spouse.

**(B) Qualified Preretirement Survivor Annuity (QPSA).** If a married Participant dies prior to his/her Annuity Starting Date, the Plan Administrator will direct the Vendor to distribute a portion of the Participant's Vested Account Balance to the Participant's surviving spouse in the form of a QPSA, unless the Participant has a valid waiver election in effect or unless the Participant and his/her spouse were not married throughout the one year period ending on the date of the Participant's death.

**(1) Definition of QPSA.** A QPSA is an annuity which is purchasable with 50% of the Participant's Vested Account Balance (determined as of the date of the Participant's death) and which is payable for the life of the Participant's surviving spouse.

**(2) Modification of QPSA.** An individual Funding Vehicle or the Employer in an Addendum may elect not to apply the one year of marriage requirement above or may specify a different percentage (more than 50% but not exceeding 100%) for the QPSA.

**(3) Ordering rule.** The value of the QPSA is attributable to Employer Contributions, to Pre-Tax Deferrals, and to Roth Deferrals in the same proportion as the Participant's Vested Account Balance is attributable to those contributions.

**(4) Disposition of remaining balance.** The portion of the Participant's Vested Account Balance not payable as a QPSA is payable to the Participant's Beneficiary, in accordance with the remaining provisions of this Article VI.

**(5) Surviving spouse elections.** If the Participant's Vested Account Balance which the Vendor would apply to purchase the QPSA exceeds \$5,000, the Participant's surviving spouse may elect to have the Vendor commence payment of the QPSA at any time following the date of the Participant's death, but not later than Section 6.02 requires, and may elect any of the forms of payment described in Section 6.03, in lieu of the QPSA. In the absence of an election by the surviving spouse, the Plan Administrator must direct the Vendor to distribute the QPSA on

the earliest administratively practicable date following the close of the Plan Year in which the latest of the following events occurs: (a) the Participant's death; (b) the date the Plan Administrator receives notification of or otherwise confirms the Participant's death; (c) the date the Participant would have attained Normal Retirement Age; or (d) the date the Participant would have attained age 62.

**(6) QPSA notice/timing.** The Plan must provide a written explanation of the QPSA to each married Participant within the following period which ends last: (a) the period beginning on the first day of the Plan Year in which the Participant attains age 32 and ending on the last day of the Plan Year in which the Participant attains age 34; (b) a reasonable period after an Employee becomes a Participant; (c) a reasonable period after Section 6.04 of the Plan becomes applicable to the Participant; or (d) a reasonable period after the Plan no longer satisfies the requirements for a fully subsidized benefit. A "reasonable period" described in clauses (b), (c) and (d) is the period beginning one year before and ending one year after the applicable event. If the Participant separates from Service before attaining age 35, clauses (a), (b), (c) and (d) do not apply and the Plan must provide the QPSA notice within the period beginning one year before and ending one year after the Separation from Service. The QPSA notice must describe, in a manner consistent with Treasury regulations, the terms and conditions of the QPSA and of the waiver of the QPSA, comparable to the QJSA notice required under Section 6.04(A)(5).

**(7) Waiver frequency and timing.** The Plan does not limit the number of times the Participant may revoke a waiver of the QPSA or make a new waiver during the election period. The election period for waiver of the QPSA ends on the date of the Participant's death. A Participant's QPSA waiver election is not valid unless the Participant makes the waiver election after the Participant has received the QPSA notice and no earlier than the first day of the Plan Year in which he/she attains age 35. However, if the Participant incurs a Separation from Service prior to the first day of the Plan Year in which he/she attains age 35, the Plan Administrator will accept a waiver election as to the Participant's Account Balance attributable to his/her Service prior to his/her Separation from Service. In addition, if a Participant who has not incurred a Separation from Service makes a valid waiver election, except for the age 35 Plan Year timing requirement above, the Plan Administrator will accept that election as valid, but only until the first day of the Plan Year in which the Participant attains age 35.

**(8) Spousal consent to waiver.** A Participant's QPSA waiver is not valid unless the Participant's spouse (to whom the QPSA is payable) satisfies or is excused from the consent requirements as described in Section 6.04(A)(7)(b), except the spouse need not consent to the form of benefit payable to the designated Beneficiary. The spouse's consent to the waiver of the QPSA is irrevocable, unless the Participant revokes the waiver election. The spouse also may execute a blanket consent as described in Section 6.04(A)(7)(a).

**(C) Effect of Waiver.** If the Participant has in effect a valid waiver election regarding the QJSA or the QPSA, the Vendor will distribute the Participant's Vested Account Balance in accordance with Sections 6.01, 6.02 and 6.03.

**(D) Loan Offset.** The Plan will reduce the Participant's Vested Account Balance by any security interest (pursuant to any offset rights authorized by Section 6.06) held by the Plan by reason of a Participant loan, to determine the value of the Participant's

Vested Account Balance distributable in the form of a QJSA or QPSA, provided the loan satisfied the spousal consent requirement described in Section 7.06(D).

**(E) Effect of QDRO.** For purposes of applying this Article VI, a former spouse (in lieu of the Participant's current spouse) is the Participant's spouse or surviving spouse to the extent provided under a QDRO described in Section 6.05. The provisions of this Section 6.04 apply separately to the portion of the Participant's Vested Account Balance subject to a QDRO and to the portion of the Participant's Vested Account Balance not subject to the QDRO.

**(F) Vested Account Balance Not Exceeding \$5,000.** The Vendor must distribute in a lump sum, a Participant's Vested Account Balance which the Vendor otherwise under Section 6.04 would apply to provide a QJSA or QPSA benefit, where the Participant's Vested Account Balance does not exceed \$5,000.

**(G) Joint and Survivor Exception.** If the Plan is not an ERISA Plan, Section 6.04 does not apply unless the Employer in its Adoption Agreement or an Addendum thereto elects to apply Section 6.04 to all Participants. If the Plan is an ERISA Plan, then the preceding provisions of Section 6.04 will apply only to Participants who are not Exempt Participants unless the Employer, in its Adoption Agreement or an Addendum thereto, specifies that the preceding provisions of Section 6.04 apply to all Participants.

**(1) Definition of Exempt Participants.** All Participants are Exempt Participants except the following Participants to whom Section 6.04 must be applied if the Plan is an ERISA Plan: (a) a Participant as respects whom the Plan is a direct or indirect transferee from a plan subject to the ERISA §205 requirements and the Plan received the Transfer after December 31, 1984, unless the Transfer is an Elective Transfer described in Section 9.05(E); or (b) a Participant who elects a life annuity distribution (if applicable).

**(2) Transfers.** If a Participant receives a transfer under Section 6.04(G)(1), clause (a) above, the Plan Administrator may elect to apply Section 6.04 only to the Participant's transferred balance and not to the Participant's remaining Account Balance provided that the Plan Administrator accounts properly for such balances.

**(3) Distribution to Exempt Participant.** The Plan Administrator must direct the Vendor to distribute the Exempt Participant's Vested Account Balance in accordance with Sections 6.01, 6.02 and 6.03.

**(4) Exempt Participant Beneficiary designation.** See Section 7.05(A)(3) as to requirements relating to a married Exempt Participant's Beneficiary designation.

**6.05 DISTRIBUTIONS UNDER A QDRO.** Notwithstanding any other provision of this Plan, the Vendor, in accordance with the direction of the Plan Administrator, must comply with the provisions of a QDRO, as defined in Code §414(p)(1)(A), which is issued with respect to the Plan.

**(A) Distribution at any Time.** This Plan specifically permits distribution to an alternate payee under a QDRO at any time, irrespective of whether the Participant has attained his/her earliest retirement age (as defined under Code §414(p)(4)(B)) under the Plan. However, a distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is

available only if: (1) the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution; and (2) if the present value of the alternate payee's benefits under the Plan exceeds \$5,000, and the QDRO requires the alternate payee's consent to any distribution occurring prior to the Participant's attainment of earliest retirement age, the alternate payee gives such consent.

**(B) Plan Terms Otherwise Apply.** Except as to timing of distribution commencement under Section 6.05(A), nothing in this Section 6.05 gives a Participant or an alternate payee a right to receive a type or form of distribution, to receive any option or to increase benefits in a manner that the Plan does not permit.

**(C) QDRO Procedures.** The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order (as defined under Code §414(p)(1)(B)).

**(1) Notices and order status.** Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator's determination. The Plan Administrator must provide notice under this Section 6.05(C)(1) by mailing to the individual's address specified in the domestic relations order, or in a manner consistent with DOL regulations.

**(2) Interim amounts payable.** If any portion of the Participant's Vested Account Balance is payable under the domestic relations order during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will direct the Vendor to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will direct the Vendor to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

**(3) Segregated Account.** To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator under Section 7.04(A)(2)(c) may direct the Vendor to segregate the QDRO amount in a segregated investment account. The Vendor will make any payments or distributions required under this Section 6.05 by separate benefit checks or other separate distribution to the alternate payee(s).

**(4) Safe Harbor Exemption.** See Section 7.01(I) regarding delegation of authority if the Employer intends for the Plan to qualify under the ERISA Safe Harbor Exemption.

**6.06 DEFAULTED LOAN – TIMING OF OFFSET.** If a Participant or a Beneficiary defaults on a Plan loan, the Plan will determine the timing of the reduction (offset) of the Participant's Vested Account Balance in accordance with this Section 6.06 and the Plan's loan policy.

**(A) Offset if Distributable Event.** If, under the loan policy a loan default also is a distributable event under the Plan, the Vendor, at the time of the loan default, will offset the Participant's Vested Account Balance by the lesser of the amount in default (including accrued interest) or the Plan's security interest in that Vested Account Balance.

**(B) Restricted Accounts.** To the extent the loan is attributable to the Participant's Restricted Balances, the Vendor will not offset the Participant's Vested Account Balance prior to the earlier of the date the Participant incurs a Severance from Employment or the date the Participant attains age 59 1/2. Consistent with its loan policy, the Plan also may offset a Participant's defaulted loan upon Plan termination, provided the Participant's Account Balance is distributable upon Plan termination.

6.07 HARDSHIP DISTRIBUTIONS. Hardship distributions are permitted under the Plan to the extent permitted by the Adoption Agreement. However, in no event will a hardship distribution be available under a Funding Vehicle which does not provide for hardship distributions. Any hardship distribution will comply with the standards in Section 6.07(A) and comply with the operational rules in Section 6.07(B). Section 6.07(C) contains definitions which apply to hardship distributions.

**(A) Standards.** All hardship distributions must comply with Treas. Reg. §1.401(k)-1(d)(3). Unless otherwise provided in the Funding Vehicle Documentation or the Adoption Agreement, hardship distributions will conform to the safe harbor need and safe harbor necessity rules.

**(B) Operational rules.**

**(1) Deferral suspension.** To the extent a hardship distribution to a Participant must comply with the safe harbor necessity rules, the Participant will not be able to make Elective Deferrals or Employee Contributions under the Plan during the 6-month period beginning on the date the Participant receives the hardship distribution.

**(2) Information sharing.** The Employer and the Vendors will exchange information to the extent necessary to implement hardship provisions. If a hardship distribution to a Participant conforms to the safe harbor necessity rules, the Vendor will notify the Employer of the distribution so the Employer can implement the restriction in Section 6.07(B)(1). If the hardship distribution does not comply with the safe harbor necessity rules (because it complies with Treas. Reg. §1.401(k)-1(d)(3)(iii)(B)), the party responsible for approving the distribution must obtain information from the Employer and 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.

**(3) Beneficiary hardship distribution.** A hardship distribution on account of a hardship need of the Participant's beneficiary is available as permitted in the hardship distribution election form.

**(C) Definitions.**

**(1) Safe harbor need.** A distribution conforms to the safe harbor need rules if it is for a purpose described in Treas. Reg. §1.401(k)-1(d)(3)(iii)(B), as modified by Q&A 5 of Notice

2007-7 (relating to beneficiary hardship distributions) or other Applicable Law.

**(2) Safe harbor necessity.** A distribution conforms to the safe harbor necessity rules if the amount of the distribution does not exceed the amount of the Participant's immediate and heavy financial need and the distribution otherwise complies with Treas. Reg. §1.401(k)-1(d)(3)(iv)(E).

**(D) Ordering.** If the Plan permits a hardship distribution from more than one Account type, the Plan (or the Participant in a form that the Plan provides for this purpose) may determine any ordering of a Participant's hardship distribution from the hardship distribution eligible Accounts, including ordering as between the Participant's Pre-Tax Deferral Account and Roth Deferral Account, if any, provided that any ordering is consistent with any restriction on hardship distributions under this Section 6.07.

6.08 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS.

**(A) Election.** A Participant (including for this purpose, a former Employee) may elect, at the time and in the manner prescribed by the Vendor, to have any portion of his/her Eligible Rollover Distribution from the Plan paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover. For purposes of this Section 6.08, a Participant includes as to their respective interests: (1) a Participant's surviving spouse, (2) the Participant's spouse or former spouse who is an alternate payee under a QDRO, or (3) any other Beneficiary of a deceased Participant who is a Designated Beneficiary under Section 6.02(E)(1).

**(B) Rollover and Withholding Notice.** At least 30 days and not more than 180 days prior to the distribution of an Eligible Rollover Distribution, the Plan must provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice"). A recipient of an Eligible Rollover Distribution (whether he/she elects a Direct Rollover or elects to receive the distribution), also may elect to receive distribution at any administratively practicable time which is earlier than 30 days (but more than 7 days if Section 6.04 applies) following receipt of the rollover notice. The provisions of this Sections 6.08(B) do not apply to distributions to a Beneficiary described in Section 6.08(A)(3), except to the extent required by Applicable Guidance.

**(C) Default Rollover.** The Vendor, in the case of a Participant who does not respond timely to the rollover notice, may make a Direct Rollover of the Participant's Account (as described in any DOL guidance) in lieu of distributing the Participant's Account.

**(D) Automatic Rollover.** In the event of a Mandatory Distribution described in Section 6.01(F) greater than \$1,000 to a Participant, if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan the Participant specifies in a Direct Rollover or to receive the distribution directly, then the Vendor will pay the distribution in a Direct Rollover to an Individual Retirement Plan. In applying this Section 6.08(D), the Vendor will aggregate a Participant's Roth Deferral and Pre-Tax Deferral Accounts if each Account Balance exceeds \$200. If either the Roth Deferral Account or

the Pre-Tax Deferral Account is less than \$200, the Vendor will apply this Section 6.08(D) only to other Account and will not aggregate the Account Balance under \$200 with the other Account Balance.

**(1) Determination of Mandatory Distribution amount.**

**(a) Rollovers count.** The Vendor, in determining whether a Mandatory Distribution is greater than \$1,000 for purposes of this Section 6.08(D), will include the portion of the Participant's distribution attributable to any Rollover Contribution, regardless of the Employer's Adoption Agreement election to include or exclude Rollover Contributions in defining a Mandatory Distribution.

**(b) Roth and Pre-Tax Deferrals.** In determining the Mandatory Distribution amount to which to apply this Section 6.08(D), the Vendor will aggregate a Participant's Roth Deferral and Pre-Tax Deferral Accounts if each Account Balance exceeds \$200. If either the Roth Deferral Account or the Pre-Tax Deferral Account is less than \$200, the Vendor will apply this Section 6.08(D) only to the other Account and will not aggregate the Account Balance under \$200 with the other Account Balance.

**(2) Beneficiaries, alternate payees and termination.**

The automatic rollover provisions of this Section 6.08(D) do not apply to payees described in Section 6.08(A)(1), (2), or (3) or to distributions to a Participant upon Plan termination.

**(E) Limitation on Roth Rollovers.** If a Participant wishes to transfer his/her Roth Deferral Account by a 60-day rollover, the Participant may roll over only the taxable portion of the distribution.

**(F) Definitions.** The following definitions apply to this Section 6.08:

**(1) Direct Rollover.** A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan the distributee specifies in his/her Direct Rollover election or in the case of an automatic rollover, to the individual retirement plan that the Plan designates.

**(2) Eligible Retirement Plan.** An Eligible Retirement Plan is an individual retirement plan, an annuity plan described in Code §403(a), a qualified trust described in Code §401(a), an arrangement described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) sponsored by a governmental employer which accepts the Participant's or alternate payee's Eligible Rollover Distribution. However, with regard to a Participant's Roth Deferral Account, an Eligible Retirement Plan is a Roth IRA described in Code §408A, a Roth account in a 401(k) plan which permits Roth deferrals or a Roth account in a 403(b) plan which permits Roth deferrals. In the case of a Beneficiary described in Section 6.08(A)(3), an Eligible Retirement Plan is limited to an individual retirement

plan that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Code §408(d)(3)(C) of the Code.

**(3) Eligible Rollover Distribution.** An Eligible Rollover Distribution is any distribution of all or any portion of the Participant's Vested Account Balance, except: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a specified period of ten years or more; (b) any RMD under Section 6.02; (c) the portion of any distribution which is not includible in gross income (except for Roth Deferral Accounts and Employee Contributions); (d) any hardship distribution; and (e) any distribution which otherwise would be an Eligible Rollover Distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200. For purposes of clause (e), a Participant's Roth Deferral Account is deemed to constitute a separate plan that is subject to a separate \$200 limit.

**(4) Individual Retirement Plan.** An Individual Retirement Plan is an individual retirement plan described in Code §408(a) or an individual retirement annuity described in Code §408(b).

**6.09 REPLACEMENT OF \$5,000 AMOUNT.** An individual Funding Vehicle or the Employer in an Addendum may specify that as to any or all places in the Plan, including in Article VI or in Section 9.04(D) where a \$5,000 amount appears, a lesser amount will apply. This specification will apply regardless of the election the Employer makes in its Adoption Agreement as to the amount of a Mandatory Distribution.

**6.10 SEVERANCE FROM EMPLOYMENT.** For purposes of Article VI, Severance from Employment or Separation from Service occurs on any date on which an Employee ceases to be an Employee of an Eligible Employer, even though the Employee may continue to be employed either (A) by another entity that is a Related Employer if that other entity is not an entity that can be an Eligible Employer or (B) in a capacity that is not employment with an Eligible Employer. However, an employee has not suffered a Severance from Employment if the employee transfers from one Code §501(c)(3) organization to another §501(c)(3) organization that is a Related Employer or if an employee transfers from one public school to another public school of the same State employer. An Employee does not have a Severance from Employment if, in connection with a change of employment, the Employee's new employer maintains the Plan with respect to the Employee. For example, a new employer maintains a plan with respect to an Employee by continuing or assuming sponsorship of the plan or by accepting a transfer of plan assets and liabilities with respect to the Employee.

**ARTICLE VII  
ADMINISTRATIVE PROVISIONS**

**7.01 EMPLOYER ADMINISTRATIVE PROVISIONS.**

**(A) Information to Plan Administrator.** The Employer must supply current information to the Plan Administrator, including the name, date of birth, date of employment, Compensation, leaves of absence, Years of Service and date of Separation from Service of each Employee who is, or who will be eligible to become, a Participant under the Plan, together with any other information which the Plan Administrator considers necessary to administer properly the Plan. The Plan Administrator will supply to the Vendors the information necessary for the administration of their Funding Vehicles and for overall Plan coordination. The Employer's records as to the current information the Employer furnishes to the Plan Administrator are conclusive as to all persons.

**(B) Plan Contributions.** The Employer is solely responsible to determine the proper amount of any Employer Contributions it makes to the Plan and for the timely deposit to the Funding Vehicle of the Employer Contributions and Elective Deferrals.

**(C) Employer Action.** The Employer must take any action under the Plan in accordance with applicable Plan provisions and with proper authority such that the action is valid under Applicable Law and is binding upon the Employer.

**(D) No Responsibility for Others.** Except as required under ERISA, the Employer has no responsibility or obligation under the Plan to Employees, Participants or Beneficiaries for any act (unless the Employer also serves in such capacities) required of the Plan Administrator, a Vendor, or any other service provider to the Plan.

**(E) Indemnity of Certain Fiduciaries.** The Employer will indemnify, defend and hold harmless the Plan Administrator from and against any and all loss resulting from liability to which the Plan Administrator may be subjected by reason of any act or omission (except willful misconduct or gross negligence) in its official capacities in the administration of this Plan, including attorneys' fees and all other expenses reasonably incurred in the Plan Administrator's defense, in case the Employer fails to provide such defense. If the Plan is an ERISA Plan, the indemnification provisions of this Section 7.01(E) do not relieve the Plan Administrator from any liability the Plan Administrator may have under ERISA for breach of a fiduciary duty. Furthermore, the Plan Administrator and the Employer may execute a written agreement further delineating the indemnification agreement of this Section 7.01(E), provided the agreement is consistent with and does not violate Applicable Law. The indemnification provisions of this Section 7.01(E) do not extend to any Vendor (including where the Vendor under Section 1.51 is serving as the Plan Administrator), third party administrator, or other Plan service provider unless so provided in a written agreement (including Funding Vehicle Documentation) executed by such persons and the Employer.

**(F) Settlor Expenses.** If this is an ERISA Plan, the Employer will pay all reasonable Plan expenses that the Plan Administrator under Section 7.04(C) determines are "settlor expenses" under ERISA.

**(G) Named Fiduciary.** If the Plan is an ERISA Plan, the Named Fiduciary of the Plan is the Employer unless the Employer designates in writing another person or persons to

serve as Named Fiduciary. The Named Fiduciary has sole responsibility for the management and control of the Plan.

**(H) Information Sharing Agreement.** If the Employer permits a Participant to transfer all or a portion of his/her Funding Vehicle to another Funding Vehicle not provided under the Plan, or a Vendor ceases to be eligible to receive Contributions hereunder, the Employer and the Vendor must enter into an information sharing agreement under which the Employer and the Vendor agree to provide information necessary for the resulting Funding Vehicle to comply with Code §403(b) requirements and other tax rules relating to the Plan. This information will include: (i) information as to whether the Participant's employment with the Employer is continuing, and when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Article VI); (ii) information regarding hardship distributions under Section 6.07; (iii) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan would be a deemed distribution under Code §72(p) (see Section 7.06(G)); (iv) other information that may be needed to comply with federal or state reporting or withholding requirements. Although there may not be a separate agreement, these same information sharing requirements apply between the Employer and any Vendor eligible to receive Contributions hereunder.

**(I) ERISA Safe Harbor Exemption.** If the Employer intends for the Plan to qualify under the ERISA Safe Harbor Exemption, the Employer will not make any discretionary determinations (e.g., loans, hardship withdrawals, domestic relations orders and distributions) under the Plan that are inconsistent with the ERISA Safe Harbor Exemption. Instead, the Plan allocates those responsibilities to the Vendor or a third party selected by the Vendor. If any Plan provision directs the Employer or Employer acting as Plan Administrator to make a discretionary determination inconsistent with the ERISA Safe Harbor Exemption, the discretionary determination will be made by the Vendor or the third party. This paragraph supersedes any contrary provisions in the Plan or Funding Vehicle Documentation.

**7.02 PLAN ADMINISTRATOR.**

**(A) Compensation and Expenses.** The Plan Administrator (and any individuals serving as Plan Administrator) will serve without compensation for services as such (unless the Plan Administrator is not the Employer or an Employee), but the Employer or the Plan will pay all reasonable expenses of the Plan Administrator, in accordance with Section 7.04(C)(2).

**(B) Resignation and Removal.** If one or more persons other than the Employer are serving as Plan Administrator, such person(s) will serve until they resign by written notice to the Employer or until the Employer removes them by written notice. In case of a vacancy in the position of Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy, subject to the limitations of Section 7.01(I).

**(C) General Powers and Duties.** Subject to the limitations of Section 7.01(I), and to the extent not formally or informally delegated to a Vendor, the Plan Administrator has the following



general powers and duties which are in addition to those the Plan otherwise accords to the Plan Administrator:

**(1) Eligibility/benefit determination.** To determine the rights of eligibility of an Employee to participate in the Plan, all factual questions that arise in the course of administering the Plan, the value of a Participant's Account Balance (based on the value of the Funding Vehicle assets, as determined by the Vendor) and the Vested percentage of each Participant's Account Balance.

**(2) Rules/policies.** To adopt rules of procedure and regulations or policies the Plan Administrator considers reasonable or necessary for the proper and efficient administration of the Plan, provided the rules are not inconsistent with the terms of the Plan, the Code, ERISA or other Applicable Law. The Plan Administrator may, but is not required to reduce such rules, regulations or policies to writing, unless otherwise required under Applicable Law. The Plan Administrator at any time may amend or terminate prospectively any Plan policy without the requirement of a formal Plan amendment. The Plan Administrator also may create and modify from time to time an Adoption Agreement Administrative Checklist which is not part of the Plan, but which is for the purpose of tracking certain plan operational features and to facilitate proper administration of the Plan.

**(3) Construction/enforcement.** To construe and enforce the terms of the Plan and the rules and regulations and policies the Plan Administrator adopts, including discretion to interpret the basic plan document, the Adoption Agreement and any document related to the Plan's operation.

**(4) Distribution/valuation.** To direct the Vendor regarding the crediting and distribution of a Funding Vehicle and to establish additional Valuation Dates and direct the Vendor to conduct interim valuations as of such Valuation Dates.

**(5) Claims.** To review and render decisions regarding a claim for (or denial of a claim for) a benefit under the Plan.

**(6) Information to Employer.** To furnish the Employer with information which the Employer may require for tax or other purposes.

**(7) Service providers.** To engage the service of agents whom the Plan Administrator may deem advisable to assist it with the performance of its duties.

**(8) Investment Manager.** If the Plan Administrator is the Named Fiduciary, to engage the services of an Investment Manager or Managers (as defined in ERISA §3(38)), each of whom will have full power and authority to manage, acquire or dispose (or direct the Vendor with respect to acquisition or disposition) of any Plan asset under such Manager's control.

**(9) Funding.** The Plan Administrator will review, not less often than annually, all pertinent Employee information and Plan data in order to establish the funding policy of the Plan and to determine the appropriate methods of carrying out the Plan's objectives. The Plan Administrator must communicate periodically, as it deems appropriate, to the Vendor and to any Plan Investment Manager the Plan's short-term and long-term financial needs for the coordination of the Plan's investment policy with Plan financial requirements.

**(10) Records.** To maintain Plan records and records of the Plan Administrator's activities as necessary or appropriate for the proper administration of the Plan.

**(11) Tax returns and other filings.** To file with DOL or IRS as may be required, the Plan's informational tax return and to make such other filings as the Plan Administrator deems necessary or appropriate.

**(12) Notices and disclosures.** To give and to make to Participants and to other parties all Plan related notices and disclosures required under Applicable Law.

**(13) Overpayment.** To seek return from a Participant or Beneficiary of any distributed amount which exceeds the distributable Vested Account Balance (or exceeds the amount which otherwise should have been distributed) and to allocate any recovered overpayment in accordance with the Plan terms.

**(14) Catch-all.** To make any other determinations and undertake any other actions the Plan Administrator in its discretion believes are necessary or appropriate for the administration of the Plan (except to the extent that the Employer provides express contrary direction) and to otherwise administer the Plan in accordance with the Plan terms and Applicable Law.

**(D) 403(b) Plan Salary Deferrals.** The Plan Administrator may adopt such policies regarding Elective Deferrals as it deems necessary or appropriate to administer the Plan. The Plan Administrator also will prescribe a Salary Reduction Agreement form for use by Participants. However, a Vendor may prescribe forms or policies necessary or appropriate to administering Elective Deferrals to the Vendor's Funding Vehicle.

**(E) Limitations on Plan Administrator Responsibility.**

**(1) Acts of others.** Except as required under ERISA, the Plan Administrator has no responsibility or obligation under the Plan to Participants or Beneficiaries for any act (unless the Plan Administrator also serves in such capacities) required of the Employer, the Vendor, or any other service provider to the Plan.

**(2) Plan contributions.** The Plan Administrator is not responsible to collect any required Plan contribution or to determine the correctness or deductibility of any Employer contribution.

**(3) Reliance on information.** The Plan Administrator and the Vendors in administering the Plan are entitled to, but are not required to rely upon, information which a Participant, Beneficiary, Vendor, the Employer, a Plan service provider or representatives thereof provide.

7.03 DIRECTION OF INVESTMENT.

**(A) Employer direction of Investment.** The Employer has the right to direct the Vendor with respect to the investment and re-investment of assets comprising the Funding Vehicle unless an Investment Manager or the Participants are directing the Vendor.

**(B) Participant Direction of Investment.** The Participant generally has the responsibility to invest his/her Plan Account unless the Plan Administrator or the Participant appoint an Investment Manager to invest the Plan Account. The Plan Administrator may impose reasonable and nondiscriminatory

administrative conditions on the Participants' ability to direct their Account investments. For purposes of this Section 7.03(B), a Participant includes a Beneficiary where the Beneficiary has succeeded to the Participant's Account and where the Plan Administrator's policy affords the Beneficiary the same (or different) self-direction rights as a Participant.

**(1) Vendor authorization and procedures.** The Vendor only will accept direction from each Participant (or from the Participant's properly appointed independent investment adviser or financial planner) in the form or in the manner that the Plan provides or otherwise approves for this purpose. The Vendor may establish procedures relating to Participant direction of investment under this Section 7.03(B) as are not inconsistent with the Plan Administrator's policy regarding Participant direction, including procedures or conditions for electronic transfers or for changes in investments by Participants or by their appointed independent advisers or planners.

**(2) ERISA §404(c).** No Plan fiduciary (including the Employer and Vendor) is liable for any loss or for any breach resulting from a Participant's direction of the investment of any part of his/her directed Account to the extent the Participant's exercise of his/her right to direct the investment of his/her Account satisfies the requirements of ERISA §404(c).

**(3) Participant loans.** As part of the loan policy the Plan establishes under Section 7.06, the Plan under Section 7.06(E) may treat a Plan loan made to a Participant as a Participant direction of investment.

**(4) Investment services programs.** The Plan may permit Participants to appoint an Investment Manager or Managers, which may be a Vendor or an affiliate thereof, to render investment allocation services, investment advice or management services (collectively, an "investment services program") to the appointing Participants, provided that any such appointment and the operation of any such investment services program are not in violation of Applicable Law.

**(C) Direction Consistent with Plan.** To constitute a proper direction, any direction of investment given to a Vendor under the Plan must be in accordance with the Plan terms and must not be contrary to Applicable Law.

#### 7.04 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

**(A) Maintenance of Accounts.** The Plan Administrator will maintain, or direct the Vendors to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Earnings or request the Vendors to make its allocations, to the Accounts of the Participants as necessary to maintain proper Plan records: (a) in accordance with the contribution source under Section 7.04(A)(1); (b) in accordance with Section 3.06 allocation conditions; (c) consistent with the Plan Administrator's establishment of investment account types under Section 7.04(A)(2); and (d) consistent with the Employer's Adoption Agreement elections as to method of allocation of Earnings under Section 7.04(B)(4).

**(1) By contribution source.** The Plan, as necessary for the proper administration of the Plan, will establish Plan Accounts for each Participant to reflect his/her Accounts attributable to the following contribution sources and the

Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, Matching Contributions, Nonelective Contributions, QNECs and Safe Harbor Contributions, Rollover Contributions (including Roth and pre-tax amounts), and Transfers.

**(2) By investment account type.** The Plan, as necessary for the proper administration of the Plan, will establish separate Accounts for each Participant to reflect his/her investment account types as described below:

**(a) Group Account.** A group Account is an Account which for investment purposes is not a segregated Account or an individual Account. A group Account includes a group Funding Vehicle. If any or all Plan investment Accounts are grouped, each Participant's Account has an undivided interest in the assets comprising the group Account. In a group Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Funding Vehicle which the net credit balance in his/her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts (exclusive of the cash value of the incidental benefit insurance contracts) of all Participants plus the cash surrender value of any incidental benefit insurance contracts held by the Vendor on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant Accounts for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account for the valuation period. In a group Account, the Vendor titles the Funding Vehicle in the name of the Plan.

**(b) Individual Accounts.** An individual Account is an Account that is established and maintained for a Participant to invest in one or more Funding Vehicles in which other Participants do not have any interest. The assets in the individual Account are subject to any limitations imposed by ERISA or other Applicable Law. A Participant may have one or more individual Accounts in addition to group or segregated Accounts. An individual Account is credited and charged with the Earnings under Section 7.04(B)(4)(d). As of each Valuation Date, the Plan Administrator must reduce an individual Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account for the valuation period. In an individual Account, the Vendor titles the Funding Vehicle in the name of the Participant. The Plan Administrator may prohibit investment of funds in individual Accounts to the extent that those funds are not 100% Vested.

**(c) Segregated Accounts.** A segregated Account is an Account the Plan Administrator establishes and maintains or directs the Vendor to establish and maintain for a Participant: (i) as the result of a cash-out repayment under Section 5.04; (ii) to facilitate installment payments under Section 6.03; (iii) to hold a QDRO amount under Section 6.05; (iv) to prevent a distortion of Plan Earnings allocations; or (v) for such other purposes as the Plan Administrator may direct. A segregated Account receives all income it earns and bears all expense or loss it incurs. The Vendor will invest the assets of a segregated Account consistent with the purpose for which the Vendor established the Account. As of each valuation date, the Plan Administrator must reduce a segregated Account for any forfeiture arising under Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account for the valuation period.

**(3) Value of Account/distributions.** The value of a Participant's Account is equal to the sum of all contributions,

Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the value of a Participant's Account Balance is its value as of the Valuation Date immediately preceding the date of the distribution.

**(4) Account statements.** As soon as practicable after the Accounting Date of each Plan Year and any other date that ERISA requires, the Plan will deliver within any time prescribed by ERISA, to each Participant (and to each Beneficiary) a statement reflecting the amount of his/her Account Balance in the Plan as of that date and such other information ERISA requires be furnished the Participant or the Beneficiary. No Participant, except the Plan Administrator, has the right to inspect the records reflecting the Account of any other Participant. If the Plan is not an ERISA Plan, the Vendor will provide statements in accordance with its normal procedures.

**(B) Allocation of Earnings.** This Section 7.04(B) applies solely to the allocation of Earnings of the Funding Vehicle. Any references in this Section 7.04(B) to the Plan Administrator include a Vendor. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article III.

**(1) Allocate as of Valuation Date.** As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings for the Valuation Period since the last Valuation Date.

**(2) Definition of Valuation Date.** A Valuation Date under this Plan is each: (a) Accounting Date; (b) Valuation Date the Employer elects in its Adoption Agreement; or (c) Valuation Date established under Section 7.02(C)(4). The Employer in its Adoption Agreement or the Plan Administrator may elect alternative Valuation Dates for the different Contribution Types which the Plan Administrator maintains under the Plan. A Vendor may establish more frequent valuations (including daily valuations) of Investment Vehicles the Vendor provides.

**(3) Definition of Valuation Period.** The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

**(4) Allocation methods.** The Plan Administrator will allocate Earnings to the Participant Accounts in accordance with the daily valuation method, balance forward method, weighted average method, individual account method, or other method the Employer elects under its Adoption Agreement. The Employer in its Adoption Agreement may elect alternative methods under which the Plan Administrator will allocate the Earnings to the different contribution source Accounts or investment Account types which the Plan Administrator maintains under the Plan.

**(a) Daily valuation method.** With regard to Funding Vehicles subject to daily valuation, the Plan Administrator will allocate Earnings on each day of the Plan Year for which Plan assets are valued on an established market and the Vendor is conducting business.

**(b) Balance forward method.** If the Employer in its Adoption Agreement elects to apply the balance forward method, the Plan Administrator first will adjust the Participant Accounts, as those Accounts stood at the beginning of the current Valuation Period, by reducing the Accounts for any

forfeitures arising under the Plan, for amounts charged during the Valuation Period to the Accounts in accordance with Section 7.04(C)(2)(b) (relating to distributions and to loan disbursement payments). The Plan Administrator then, subject to the restoration allocation requirements of the Plan, will allocate Earnings pro rata to the adjusted Participant Accounts, since the last Valuation Date.

**(c) Weighted average method.** If the Employer in its Adoption Agreement elects to apply a weighted average allocation method, the Plan Administrator will treat a weighted portion of the applicable contributions as if includable in the Participant's Account as of the beginning of the Valuation Period. The weighted portion is a fraction, the numerator of which is the number of months in the Valuation Period, excluding each month in the Valuation Period which begins prior to the contribution date of the applicable contributions, and the denominator of which is the number of months in the Valuation Period. The Employer in its Adoption Agreement may elect to substitute a weighting period other than months for purposes of this weighted average allocation.

**(d) Individual Account method.** If the Employer in its Adoption Agreement elects to apply the individual Account method: (i) each Participant's individual Account is credited and charged with the Earnings such Account generates; (ii) the Employer's election, if any, in its Adoption Agreement of another method for the allocation of Earnings will not apply to the individual Account; and (iii) the individual Account will be valued at least annually.

**(C) Plan Expenses.** The Plan Administrator consistent with ERISA and Applicable Law must determine whether a particular Plan expense is a settlor expense which the Employer must pay.

**(1) Employer election as to non-settlor expenses.** The Employer will direct the Plan Administrator as to whether the Employer will pay any or all non-settlor reasonable Plan expenses or whether the Plan must bear the expense.

**(2) Allocation of Plan expense.** As to any and all non-settlor reasonable Plan expenses, including Vendor fees, which the Employer determines that the Plan will pay, the Plan Administrator has discretion: (i) to determine the method of allocating reasonable Plan expenses that are charged to the Plan as a whole; (ii) to determine which reasonable Plan expenses the Plan will charge to an individual Participant's Account; and (iii) to adopt an expense policy regarding the foregoing. The Plan Administrator must exercise its discretion under this Section 7.04(C)(2) in a reasonable, uniform and nondiscriminatory manner. The Plan Administrator will direct the Vendor to pay from the Funding Vehicle or to charge to the overall Plan or to particular Participant Accounts the expenses under this Section 7.04(C)(2) in accordance with the Plan Administrator's election of expense charging method or policy.

**(a) Charge to overall Plan.** If the Plan Administrator charges a Plan expense to the Accounts of all Participants, the Plan Administrator may allocate the Plan expense either pro rata in relation to the total balance in each Account on the date the expense is allocated (or as of the most recent Valuation Date) or per capita (an equal amount) to each Participant's Account.

**(b) Charge to individual Participant Accounts.** The Plan Administrator, except as prohibited by Applicable Law, may charge a Participant's Account for any reasonable

Plan expenses directly related to that Account, including, but not limited to the following categories of fees or expenses: distribution, loan, QDRO, "lost Participant" search, account maintenance, brokerage accounts, expedited check deliver, investment management (including registered investment advisors' fees) and benefit calculations. The Plan Administrator may charge a Participant's Account for the reasonable expenses incurred in connection with the maintenance of or a distribution from that Account even if the charging of such expenses would result in the elimination of the Participant's Account or in the Participant's not receiving an actual distribution. However, if the actual Account expenses exceed the Participant's Account Balance, the Plan Administrator will not charge the Participant outside of the Plan for such excess expenses.

**(c) Participant's direct payment of investment expenses.** The Plan Administrator may permit Participants to pay directly to the service provider, outside the Plan, Plan expenses such as investment management fees, provided such expenses: (i) would be properly payable either by the Employer or the Plan and are not "settlor" expenses payable exclusively by the Employer; (ii) are not paid in fact by the Employer or by the Plan; and (iii) are not intrinsic to the value of the Plan assets as described in Rev. Rul. 86-142 or in any successor ruling. This Section 7.04(C)(2)(c) does not permit a Participant to reimburse the Plan for expenses the Plan previously has paid. To the extent a Participant does not pay an expense the Participant may pay according to this Section 7.04(C)(2)(c), the Plan Administrator will charge the expense under Sections 7.04(C)(2)(a) or 7.04(C)(2)(b) in accordance with the Plan Administrator's expense policy.

**(d) Charges to former Employee-Participants.** The Plan Administrator may charge reasonable Plan expenses to the Accounts of former Employee-Participants, even if the Plan Administrator does not charge Plan expenses to the Accounts of current Employee-Participants. The Plan Administrator may charge the Accounts of former Employee-Participants by applying one of the Section 7.04(C)(2)(a) or (b) methods.

**(e) ERISA compliance.** This Section 7.04(C) does not authorize the Plan to charge a Participant for information that ERISA requires the Plan to furnish free of charge upon the Participant's request. In addition, the Plan Administrator as ERISA or other Applicable Law may require, must disclose the nature of any Plan expenses and the manner of charging of any Plan expenses to the Plan or to particular Participant Accounts and must apply its expense policy in a manner which is consistent with ERISA and other Applicable Law.

## 7.05 PARTICIPANT ADMINISTRATIVE PROVISIONS.

**(A) Beneficiary Designation.** A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Vendor will pay all or any portion of the Participant's Vested Account Balance (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the form and method of distribution of his/her Account to the Beneficiary. The Plan will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan the form effectively revokes all designations filed with the Plan prior to that date by the same Participant. This Section 7.05(A) also applies to the interest of a deceased Beneficiary or a deceased alternate payee where the Beneficiary or alternate payee has designated a

Beneficiary. Delivery of a Beneficiary Designation to a Vendor affects only distributions from the Funding Vehicle(s) that Vendor provides. In the event of a conflict between a beneficiary designation provided to the Plan Administrator and a beneficiary designation provided to a Vendor, the Vendor's designation will control the distribution of the Vendor's Funding Vehicles.

**(1) Automatic revocation of spousal designation.** A divorce decree, or a decree of legal separation, revokes the prior Participant's designation, if any, of his/her spouse or former spouse as his/her Beneficiary under the Plan unless: (a) the decree or a QDRO provides otherwise; or (b) the Employer provides otherwise in an Addendum. This Section 7.05(A)(1) applies solely to a Participant whose divorce or legal separation becomes effective on or after the date the Employer executes this Plan unless the Plan is a Restated Plan and the prior Plan contained a provision to the same effect.

**(2) Coordination with QJSA/QPSA requirements.** If Section 6.04 applies to the Participant, this Section 7.05 does not impose any special spousal consent requirements on the Participant's Beneficiary designation unless the Participant waives the QJSA or QPSA benefit. If the Participant waives the QJSA or QPSA benefit without spousal consent to the Participant's Beneficiary designation: (a) any waiver of the QJSA or of the QPSA is not valid; and (b) if the Participant dies prior to his/her Annuity Starting Date, the Participant's Beneficiary designation will apply only to the portion of the death benefit which is not payable as a QPSA. Regarding clause (b), if the Participant's surviving spouse is a primary Beneficiary under the Participant's Beneficiary designation, the Vendor will satisfy the spouse's interest in the Participant's death benefit first from the portion which is payable as a QPSA.

**(3) Joint and survivor exception.** This Section 7.05(A)(3) applies if the Plan is an ERISA Plan but the Employer has elected to apply the exception to the joint and survivor annuity requirements under Section 6.04(G). The Beneficiary designation of a married Exempt Participant, as described in Section 6.04(G), is not valid unless the Participant's spouse consents (in a manner described in Section 6.04(A)(7)) to the Beneficiary designation. The spousal consent requirement in this Section 7.05(A)(3) does not apply if the Participant's spouse is the Participant's sole primary Beneficiary.

**(B) Default Beneficiary.** If: (i) a Participant fails to name a Beneficiary in accordance with Section 7.05(A); or (ii) the Beneficiary (and all contingent or successive Beneficiaries) whom the Participant designates predecease the Participant, are invalid for any reason, or disclaim the Participant's Vested Account Balance and the disclaimers have been accepted as valid under Applicable Law, then the Vendor (subject to any contrary provision in an Addendum under Section 7.05(C) or any contrary provision in Funding Vehicle Documentation) will distribute the Participant's Vested Account Balance in accordance with Section 6.03 in the following order of priority to:

**(1) Spouse.** The Participant's surviving spouse (without regard to the one-year marriage rule of Sections 6.04(B) and 7.05(A)(3)); and if no surviving spouse to

**(2) Descendants.** The Participant's descendants (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who

predeceases the Participant with living descendents); and if none to

**(3) Parents.** The Participant's surviving parents, in equal shares; and if none to

**(4) Estate.** The Participant's estate.

**(C) Administration of Default Provision.** The Employer in an Addendum under Section 7.05(B) may specify a different list or ordering of the list of default beneficiaries; provided however, that if the Plan is an ERISA Plan that is subject to Section 6.04(G), and the Plan includes Exempt Participants, as to such exempt Participants, the Employer may not specify a different default Beneficiary list or order unless the Participant's surviving spouse will be the sole primary Beneficiary. The Employer in an Addendum may define the term "spouse" under Section 7.05(B)(1) provided such Addendum is consistent with Applicable Law. In the absence of such an Addendum, the Plan Administrator will interpret and apply the term "spouse" in a manner which is consistent with Applicable Law.

**(D) Death of Beneficiary.** If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Vested Account Balance, the Vendor will distribute the remaining Vested Account Balance to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; (2) the Beneficiary has properly designated a beneficiary; or (3) the Employer provides otherwise in an Addendum. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms.

**(E) Simultaneous Death of Participant and Beneficiary.** If a Participant and his/her Beneficiary should die simultaneously, or under circumstances that render it difficult or impossible to determine who predeceased the other, then unless the Participant's Beneficiary designation otherwise specifies, the Plan will presume conclusively that the Beneficiary predeceased the Participant.

**(F) Incapacitated Participant or Beneficiary.** If, in the opinion of the Plan, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his/her affairs because of a mental condition, a physical condition, or by reason of age, the Vendor will make the distribution to the Participant's or Beneficiary's guardian, conservator, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his/her attorney-in-fact or to other legal representative upon furnishing satisfactory evidence of such status. The Plan Administrator and the Vendor do not have any liability with respect to payments so made and neither the Plan Administrator nor the Vendor has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

**(G) Assignment or Alienation.** Except as provided in Code §414(p) relating to QDROs, Plan Loans (Section 7.06) and in ERISA §206(d) relating to certain voluntary, revocable assignments, judgments and settlements, neither a Participant nor a Beneficiary may anticipate, assign or alienate (either at law or in equity) any benefit provided under the Plan, and the Vendor will not recognize any such anticipation, assignment or alienation. Except as provided in other Applicable Law, a benefit under the Plan is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

**(H) Information Available.** Any Participant or Beneficiary without charge may examine the Plan description, copy of the latest annual report, any bargaining agreement, this Plan, and any contract or any other instrument which relates to the establishment or administration of the Plan. The Plan Administrator will maintain all of the items listed in this Section 7.05(H) in its office, or in such other place or places as it may designate from time to time in order to comply with the regulations issued under ERISA, for examination during reasonable business hours. Upon the written request of a Participant or a Beneficiary, the Plan Administrator must furnish the Participant or Beneficiary with a copy of any item listed in this Section 7.05(H). The Plan Administrator may impose a reasonable copying charge upon the requesting person. This Section 7.05(H) does not apply if the Plan is not an ERISA Plan.

**(I) Claims Procedure for Denial of Benefits.** A Participant or a Beneficiary may file with the Plan Administrator a written claim for benefits, if the Participant or the Beneficiary disputes the Plan Administrator's determination regarding the Participant's or Beneficiary's Plan benefit. However, the Plan will distribute only such Plan benefits to Participants or Beneficiaries as the Plan Administrator in its discretion determines a Participant or Beneficiary is entitled to receive. The Plan Administrator will maintain a separate written document as part of (or which accompanies) the Plan's summary plan description explaining the Plan's claims procedure. This Section 7.05(I) specifically incorporates the written claims procedure as from time to time published by the Plan Administrator as a part of the Plan. If the Plan Administrator pursuant to the Plan's written claims procedure makes a final written determination denying a Participant's or Beneficiary's benefit claim, the Participant or Beneficiary to preserve the claim must file an action with respect to the denied claim not later than 180 days following the date of the Plan Administrator's final determination.

**(J) Inability to Determine Beneficiary.** In the event that the Plan Administrator is unable to determine the identity of a Participant's Beneficiary under circumstances of competing claims or otherwise, the Plan may file an interpleader action seeking an order of the court as to the determination of the Beneficiary. The Plan Administrator, the Vendor and other Plan fiduciaries may act in reliance upon any proper order issued under this Section 7.05(J) in maintaining, distributing or otherwise disposing of a Participant's Account under the Plan terms, to any Beneficiary specified in the court's order.

#### 7.06 PLAN LOANS.

**(A) Loan Policy.** Subject to the terms of the Funding Vehicle Documentation, the Plan Administrator may establish, amend or terminate, a policy for making Plan loans (including collateralized loans made by an Annuity Provider under the Annuity Contract), if any, to Participants and to Beneficiaries. If the Plan Administrator adopts a loan policy, the loan policy must be nondiscriminatory and must be in writing. The policy must include: (i) the identity of the person or positions authorized to administer the Participant loan program; (ii) the procedure for applying for a loan; (iii) the criteria for approving or denying a loan; (iv) the limitations, if any, on the types and amounts of loans available; (v) the procedure for determining a reasonable rate of interest; (vi) the types of collateral which may secure the loan; and (vii) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. A loan policy the Plan Administrator adopts under this

Section 7.06 is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.02.

**(B) Requirements for Plan Loans.** The Vendor may make a Plan loan to a Participant or to a Beneficiary in accordance with the loan policy and the Funding Vehicle Documentation, provided: (1) the loan policy satisfies the requirements of this Section 7.06; (2) loans are available to all Participants and Beneficiaries on a reasonably equivalent basis and are not available in a greater amount for HCEs than for NHCEs; (3) any loan is adequately secured; (4) the loan bears a reasonable rate of interest; (5) the loan provides for repayment within a specified time (except that the loan policy may suspend loan payments pursuant to Code §414(u)(4) or otherwise in accordance with Applicable Law); (6) the default provisions of the note permit offset of the Participant's Vested Account Balance only at the time when the Participant has a distributable event under the Plan, but without regard to whether the Participant consents to distribution as otherwise may be required under Section 6.01(A)(2); (7) the amount of the loan does not exceed (at the time the Plan extends the loan) the present value of the Participant's Vested Account Balance in the Vendor's Funding Vehicle; and (8) the loan otherwise conforms to the exemption provided by ERISA §408(b)(1). The Vendor may impose additional restrictions on loans, provided such terms are consistent with the Code and ERISA (if applicable). If the Plan is not an ERISA Plan, the Vendor may make the loan without regard to requirements (2), (3), or (8) so long as the loan has repayment safeguards to which a prudent lender would adhere.

**(C) Default as Distributable Event.** The loan policy may provide a Participant's loan default is a distributable event with respect to the defaulted amount, irrespective of whether the Participant otherwise has incurred a distributable event at the time of default, except as to amounts which the Participant used to secure his/her loan and which remain subject to distribution restrictions under Section 6.01(E) which may not be distributed in-service at the time of default.

**(D) QJSA Requirements.** If the QJSA requirements of Section 6.04 apply to the Participant, the Participant may not pledge any portion of his/her Account Balance that is subject to such requirements as security for a loan unless, within the 90 day period ending on the date the pledge becomes effective, the Participant's spouse, if any, consents (in a manner described in Section 6.04 other than the requirement relating to the consent of a subsequent spouse) to the security or, by separate consent, to an increase in the amount of security.

**(E) Treatment of Loan as Participant-Directed.** The Plan Administrator, to the extent provided in a written loan policy and consistent with Section 7.03(B), will treat a Plan loan made to a Participant as a Participant-directed investment, even if the Plan otherwise does not permit a Participant to direct his/her Account investments. Where a loan is treated as a directed investment, the borrowing Participant's Account alone shares in any interest paid on the loan, and the Account alone bears any expense or loss it incurs in connection with the loan. The Vendor may retain any principal or interest paid on the borrowing Participant's loan in a segregated Account (as described in Section 7.04(A)(2)(c)) on behalf of the borrowing Participant until the Vendor deems it appropriate to add the loan payments to the Participant's Account under the Plan.

**(F) ERISA Safe Harbor Exemption.** If the Employer intends for the Plan to qualify under the Safe Harbor Exemption, the

determination of (1) whether Plan loans are available and (2) the terms under which Participants may obtain loans is made by reference to the Funding Vehicle Documentation.

**(G) Coordination.** To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Plan Administrator will take such steps as may be appropriate to coordinate the limitations on loans set forth in Code §72(p), 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 will also take such steps as may be appropriate to collect information from Vendors, and transmit 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. The Vendors will cooperate with the Plan Administrator in providing information needed under this Section 7.06(G).

**7.07 LOST PARTICIPANTS.** If the Plan is unable to locate any Participant or Beneficiary whose Account becomes distributable under the Plan (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 7.07. The provisions of this Section 7.07 no longer apply if the Plan, prior to taking action to dispose of the lost Participant's Account under Section 7.07(A)(2) or 7.07(B)(2), receives a distribution election from the Participant.

**(A) Ongoing Plan.** The provisions of this Section 7.07(A) apply if the Plan is ongoing.

**(1) Attempt to Locate.** The Plan must conduct a reasonable and diligent search for the Participant, using one or more of the search methods described in Section 7.07(C).

**(2) Failure to locate/disposition of Account.** If a lost Participant remains un-located after 6 months following the date the Plan first attempts to locate the lost Participant using any of the search methods described in Section 7.07(C), the Plan may forfeit the lost Participant's Account, provided the Account is not subject to the Automatic Rollover rules of Section 6.08(D), unless forfeiture is contrary to Applicable Law. If the Plan forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan will allocate the forfeiture in accordance with Section 3.07. The Plan under this Section 7.07(A)(2) will forfeit the entire Account of the lost Participant, including Elective Deferrals and Employee Contributions. If the Plan is an ERISA Plan, this provision will not apply to the Account of a lost Participant who has not attained the greater of age 62 or Normal Retirement Age unless Participant's Vested Account Balance, excluding rollovers, is less than \$5,000.

**(3) Subsequent restoration of forfeiture.** If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his/her forfeited Account, the Plan will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for Earnings occurring subsequent to the forfeiture. The Plan will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan otherwise would allocate for the Plan Year, and then from the amount or additional amount the Employer contributes to the Plan for the Plan Year. The Employer in an Addendum may provide that the Plan will use group Funding Vehicle net income or gain for the Plan Year, if

any, as a source of the restoration, or may modify the order of priority of the sources of restoration described in the previous sentence. The Plan will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan restores the forfeited Account.

**(B) Terminating plan.** The provisions of this Section 7.07(B) apply if the Plan is terminating.

**(1) Attempt to locate.** The Plan, to attempt to locate a lost Participant when the Plan is terminating, must conduct a reasonable and diligent search for the Participant, using all four search methods described in clauses (1) through (4) of Section 7.07(C). In addition, the Plan Administrator may use a search method described in clause (5) of Section 7.07(C).

**(2) Failure to locate/disposition of Account.** If a lost Participant remains un-located after a reasonable period the Plan Administrator will distribute the Participant's Account under Sections 7.07(B)(2)(a), (b) or (c) as applicable.

**(a) No Annuity Contract/no other 403(b) Plan.** If the terminating Plan does not provide an Annuity Contract as an investment option and the Employer does not maintain another 403(b) Plan, the Plan Administrator will distribute the lost Participant's Account in an Automatic Rollover to an individual retirement plan under Section 6.08(D), unless the Plan determines it is impracticable to complete an Automatic Rollover or is unable to locate an individual retirement plan provider willing to accept the rollover distribution. In such event, the Plan may: (i) distribute the Participant's Account to an interest-bearing insured bank account the Plan establishes in the Participant's name; or (ii) distribute the Participant's Account to the unclaimed property fund of the state of the Participant's last known address.

**(b) Plan provides Annuity Contract/no other 403(b) Plan.** If the terminating Plan provides for an Annuity Contract as an investment option annuity option and the Employer does not maintain another 403(b) Plan, the Plan Administrator will distribute an Annuity Contract payable to the lost Participant for delivery to the Participant's last known address reflected in the Plan's records.

**(c) Employer maintains another 403(b) Plan.** If the Employer maintains another 403(b) Plan, the Plan Administrator may (in lieu of taking the actions described in Sections 7.07(B)(a) or (b)) transfer the lost Participant's Account to the other 403(b) Plan.

**(C) Search methods.** The search methods described in this Section 7.07 are: (1) provide a distribution notice to the lost Participant at the Participant's last known address by certified or registered mail; (2) check with other employee benefit plans of the Employer that may have more up-to-date information regarding the Participant's whereabouts; (3) identify and contact the Participant's designated Beneficiary; (4) use the IRS letter forwarding program under Rev. Proc. 94-22 or the Social Security Administration search program; and (5) use a commercial locator service, credit reporting agencies, the internet or other search method. Regarding search methods (2) and (3) above, if the Plan encounters privacy concerns, the Plan may request that the Employer or other plan fiduciary (under (2)), or the designated Beneficiary (under (3)), contact the Participant or forward a letter requesting that the Participant contact the Plan.

**(D) Uniformity.** The Plan will apply Section 7.07 in a reasonable, uniform and nondiscriminatory manner, but in determining a specific course of action as to a particular Account, reasonably may take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan's ability to establish and the expense of establishing a rollover IRA, and other factors.

**(E) Expenses of search.** The Plan, in accordance with Section 7.04(C)(2)(b), may charge to the Account of a Participant the reasonable expenses incurred under this Section 7.07 and which are associated with the Participant's Account, without regard to whether or when the Plan actually locates or makes a distribution to the Participant.

**(F) Alternative Disposition.** The Plan under Sections 7.07(A) or (B) operationally may dispose of a lost Participant's Account in any reasonable manner which is not inconsistent with Applicable Law. The Plan Administrator or a Vendor may adopt a policy under this Section 7.07 as it deems reasonable or appropriate to administer the Accounts of lost Participants, provided that: (1) the terms of any such policy must be uniform and nondiscriminatory; (2) the Plan must administer the policy in a uniform and nondiscriminatory manner; and (3) the policy must not be inconsistent with Applicable Law. To the extent a Vendor adopts a policy, that policy will apply to Funding Vehicles of this Plan which the Vendor administers, and the terms and administration of the Policy must be uniform and nondiscriminatory among such Funding Vehicles. The Plan also may administer lost Participant Accounts consistent with Applicable Law which is contrary to any provision of Section 7.07, unless such Applicable Law requires a Plan amendment, in which case the Employer within any required deadline will amend the Plan to comply.

**7.08 PLAN CORRECTION.** The Plan Administrator in conjunction with the Employer may undertake such correction of Plan failures as the Plan Administrator deems necessary, including correction to preserve tax qualification of the Plan under Code §403(b) or to correct a fiduciary breach under ERISA or to unwind (correct) a prohibited transaction under ERISA. Without limiting the Plan Administrator's authority under the prior sentence, the Plan Administrator, as it determines to be reasonable and appropriate, may undertake or assist the Employer in undertaking correction of Plan document, operational, demographic and employer eligibility failures under a method described in the Plan or under the Employee Plans Compliance Resolution System ("EPCRS") or any successor program to EPCRS. The Plan Administrator, as it determines to be reasonable and appropriate, also may undertake or assist the appropriate fiduciary or Plan official in undertaking correction of a fiduciary breach, including correction under the Voluntary Fiduciary Correction Program ("VFCP") or any successor program to VFCP. The Plan Administrator may correct an operational failure by distributing from the Plan Elective Deferrals, including Earnings, and the Plan Administrator may forfeit any Matching Contributions, including Earnings, attributable to the distributed Elective Deferrals or any other Matching Contribution which a Participant has not otherwise accrued.

**7.09 PLAN COMMUNICATIONS, INTERPRETATION AND CONSTRUCTION.**

**(A) Plan Administrator's Nondiscriminatory Discretion/Administration.** The Plan Administrator has total

and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Plan Administrator makes under the Plan is final and binding upon any affected person. The Plan Administrator must exercise all of its Plan powers and discretion, and perform all of its duties in a uniform and nondiscriminatory manner.

**(B) Written Communications.** All Plan notices and all Participant or Beneficiary notices, designations, elections, consents or waivers must be in writing (which under Section 7.09(C) may include an electronic communication) and made in a form the Plan specifies or otherwise approves. Any person entitled to notice under the Plan may waive the notice or shorten the notice period unless such actions are contrary to Applicable Law.

**(C) Use of Electronic Media.** The Plan using any electronic medium may give or receive any Plan notice, communicate any Plan policy, conduct any written Plan communication, satisfy any Plan filing or other compliance requirement and conduct any other Plan transaction to the extent permissible under Applicable Law. A Participant, a Participant's spouse, or a Beneficiary, may use any electronic medium to provide any Beneficiary designation, election, notice, consent or waiver under the Plan, to the extent permissible under Applicable Law. Any reference in this Plan to a "form," a "notice," an "election," a "consent," a "waiver," a "designation," a "policy" or to any other Plan-related communication includes an electronic version thereof as permitted under Applicable Law.

**(D) Evidence.** Anyone, including the Employer, required to give data, statements or other information relevant under the terms of the Plan ("evidence") may do so by certificate, affidavit, document or other form which the person to act in reliance may consider pertinent, reliable and genuine, and to have been signed, made or presented by the proper party or parties. The Plan Administrator and the Vendors are protected fully in acting and relying upon any evidence described under the immediately preceding sentence.

**(E) Plan Terms Binding.** The Plan is binding upon the Employer, Plan Administrator, Vendors (and all other service providers to the Plan), upon Participants, Beneficiaries and all other persons entitled to benefits, and upon the successors and assigns of the foregoing persons. As to a Vendor, see Section 8.01(B).

**(F) Employment Not Guaranteed.** Nothing contained in this Plan, or any modification or any amendment to the Plan, or in

the creation of any Account, or with respect to the payment of any benefit, gives any Employee, Participant or any Beneficiary any right to employment or to continued employment by the Employer, or any legal or equitable right against the Employer, the Plan Administrator or any employee or agent thereof, except as expressly provided by the Plan or Applicable Law.

**(G) Word Usage.** Words used in the masculine also apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural includes the singular and the singular includes the plural. Titles of Plan and Adoption Agreement sections are for reference only.

**(H) State Law.** The law of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of the Plan, except to the extent superseded by Applicable Law. The Employer in an Addendum, and subject to Applicable Law, may elect to apply the law of another state.

**(I) Parties to Litigation.** Except as otherwise provided by Applicable Law, a Participant or a Beneficiary is not a necessary party or required to receive notice of process in any court proceeding involving the Plan, a Funding Vehicle or any fiduciary of the Plan. Any final judgment entered in any such proceeding will be binding upon the Employer, the Plan Administrator, affected Vendors, Participants and Beneficiaries and upon their successors and assigns.

**(J) Fiduciaries Not Insurers.** The Plan Administrator and the Employer in no way guarantee the Funding Vehicles from loss or depreciation. The Employer does not guarantee the payment of any money which may be or becomes due to any person from a Funding Vehicle. The liability of the Employer, the Plan Administrator and a Vendor to make any payment from the Funding Vehicle at any time and all times is limited to the then available assets of the Account.

**(K) Construction/Severability.** The Plan, the Adoption Agreement, the Funding Vehicles and all other documents to which they refer, will be interpreted consistent with and to preserve tax qualification of the Plan under Code §403(b) and also consistent with ERISA (if applicable) and other Applicable Law. To the extent permissible under Applicable Law, any provision which a court (or other entity with binding authority to interpret the Plan) determines to be inconsistent with such construction and interpretation, is deemed severed and is of no force or effect, and the remaining Plan terms will remain in full force and effect.



**ARTICLE VIII  
PLAN FUNDING**

**8.01 FUNDING VEHICLES/ INCORPORATION OF TERMS.**

**(A) Alternative Funding Vehicles.** The Employer in its Adoption Agreement will elect whether the Plan will be funded by means of one or more Custodial Accounts, Annuity Contracts or an RIA. The Employer also will specify in the Adoption Agreement or on a separate form the Annuity Contracts and Custodial Accounts available under the Plan. See Section 7.01(H) regarding information sharing requirements applicable to the Employer and the Vendors so designated.

**(1) Multiple vehicles.** The Plan may provide more than one Funding Vehicle within the single Plan.

**(2) Selection of specific funding.** The Employer in its sole discretion will designate from time to time the specific Funding Vehicles which are available as Plan investments. The Employer may change such designation at any time.

**(3) Nonforfeitability.** A Funding Vehicle must be nonforfeitable under Code §403(b)(1)(C), except as otherwise provided herein (such as the vesting provisions of Article V).

**(4) Group trust.** As permitted under Applicable Law, trust assets under an RIA or trust assets under a Custodial Account may invest in a group trust with assets held by tax qualified plans or individual retirement plans. For this purpose, a trust includes a Custodial Account which is treated as a trust under Code §401(f). Notwithstanding any contrary provision in the Plan, the Plan Administrator may transfer, unless restricted in writing by the Custodian, Plan assets to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §403(b), Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible governmental plans under Code §457(b). For this purpose, a trust includes a custodial account that is treated as a trust under Code §401(f). The Employer may attach an Addendum hereto identifying the group trust or trusts involved. For purposes of valuation, the value of the interest maintained by the Plan in such group trust will be the fair market value of the portion of the group trust held for the Plan, determined in accordance with generally recognized valuation procedures. This authorization applies solely to a group trust fund exempt from taxation under Code §501(a) and the trust agreement of which satisfies the requirements of Revenue Ruling 81-100 (as modified and clarified by Revenue Ruling 2004-67), or any successor thereto. The provisions of the group trust fund agreement, as amended from time to time, are by this reference incorporated within this Plan, subject to the limitations contained herein. The provisions of the group trust fund will govern any investment of Plan assets in that fund.

**(B) Incorporation of Terms.** The Plan under this Section 8.01(B) incorporates the provisions of the Funding Vehicle Documentation, recordkeeping agreements between the Employer or Plan Administrator and a Vendor, and any other written documents the Employer designates as part of the Plan by reference as part of the Plan. The incorporated provisions will set forth and will govern the Vendor's appointment, powers, duties, fees, termination and all other material terms of the Vendor's engagement to provide services to the Plan and to its Participants and Beneficiaries. To the extent that any of these incorporated provisions conflict with the remaining Plan terms, the incorporated provisions will prevail to the extent such

provisions are consistent with Applicable Law, unless the Employer provides otherwise in an Addendum.

**8.02 CONTRIBUTION TIMING.**

**(A) General.** The Employer will make its contributions to the Funding Vehicle within a period that is not longer than is reasonable for the proper administration of the Plan and otherwise within the time limit permitted under Applicable Law.

**(B) Elective Deferrals.** The Employer will transmit Elective Deferrals to a Funding Vehicle within a reasonable period of time following the date the Employer withholds the Elective Deferrals from the Participant's Compensation. However, if the Plan is an ERISA Plan, the Employer must transmit the Elective Deferrals within a time period that is consistent with the ERISA requirements.

**8.03 ANNUITY CONTRACT.**

**(A) Defined.** An Annuity Contract is defined in Section 1.06, subject to the additional rules of this Section 8.03.

**(1) Transition Rule.** An Annuity Contract issued under a State maintained Plan established on or before May 17, 1982, need not comply with the requirement that the contract issuer be qualified to issue annuities in a State.

**(B) Prohibition on Life Insurance and Other Insurance.** An Annuity Contract may not consist of a life insurance contract under Code §7702, an endowment contract, a health or accident insurance contract, nor a property, casualty, or liability insurance contract. This limitation does not apply to a contract issued before September 24, 2007.

**8.04 CUSTODIAL ACCOUNT.**

**(A) Defined.** A Custodial Account is defined in Section 1.14, as established under a Custodial Agreement, subject to the additional rules of this Section 8.04.

**(B) Limitation on Investment Assets/Other Limitations.** All assets held in the Custodial Account must be invested in stock of one or more regulated investment companies as defined in Code §851(a).

**8.05 RETIREMENT INCOME ACCOUNT (RIA).**

**(A) Defined.** A Retirement Income Account is defined in Section 1.58 subject to the additional rules of this Section 8.05.

**(B) Investment Assets Not Limited.** The investment of an RIA is not limited to mutual funds or to annuity contracts.

**(1) Common funds devoted to church purposes.** An RIA may be commingled in a common fund with amounts devoted exclusively to church purposes. Except as permitted under Applicable Law, no assets of the Employer other than the RIA assets may be combined with Custodial Account assets or any other assets permitted to be combined under Section 8.01(A)(4).

**(C) Life Annuity Distribution Limited.** An RIA may distribute benefits in a form that includes a life annuity only if: (1) the amount of the distribution form has an actuarial present value, at the annuity starting date, equal to the Participant's or Beneficiary's accumulated benefit, based on reasonable actuarial

assumptions, including regarding interest and mortality; and (2) the Employer guarantees benefits in the event that a payment is due that exceeds the Participant's or Beneficiary's accumulated benefit.

**(D) Trust or Custodial Account Exempt.** A trust, including a Custodial Account treated as a trust under Code §401(f), that

includes no assets other than RIA assets is treated as exempt under Code §501(a).

8.06 VALUATION. The Vendor will value the assets of the Funding Vehicle on each Valuation Date provided under a Funding Vehicle unless modified under Section 7.04(B)(2) and otherwise in accordance with Section 7.02(C)(4).

**ARTICLE IX**  
**EXCLUSIVE BENEFIT, AMENDMENT, TERMINATION**

9.01 EXCLUSIVE BENEFIT.

**(A) No Reversion/Diversions.** Except as provided under Section 3.01(E), the Employer does not have any beneficial interest in any asset of a Funding Vehicle and no part of any asset in a Funding Vehicle may ever revert to or be repaid to the Employer, either directly or indirectly; nor, prior to the satisfaction of all liabilities with respect to the Participants and their Beneficiaries under the Plan, may any part of the corpus or income of the Funding Vehicle, or any asset of the Funding Vehicle, be (at any time) used for, or diverted to, purposes other than the exclusive benefit of the Participants or their Beneficiaries and for defraying reasonable expenses of administering the Plan.

9.02 AMENDMENT BY EMPLOYER.

**(A) Permitted Amendments.** The Employer, consistent with this Section 9.02 and other applicable Plan provisions, has the right, at any time to amend the Plan as follows:

**(1) Adoption Agreement/Addenda.** To restate or amend the elective provisions of the Adoption Agreement (changing an existing election or making a new election) in any manner the Employer deems necessary or advisable and to add any permitted Addenda as an Adoption Agreement amendment;

**(2) Code §415.** To add in an Addendum overriding language to satisfy Code §415 because of the required aggregation of multiple plans; and

**(3) Interim Amendments.** To make such good faith amendments as the Employer considers necessary to keep the Plan in compliance with Applicable Law.

**(B) Amendment Formalities.**

**(1) Writing.** The Employer must make all Plan amendments in writing. Each amendment must specify the amendment execution date and, if different from its execution date, must specify the date as of which the amendment is either retroactively or prospectively effective.

**(2) Restatement.** An Employer may amend its Plan by means of a complete restatement of its Adoption Agreement. To restate its Plan, the Employer must complete, and the Employer must execute and date, a new Adoption Agreement or a replacement plan document.

**(3) Amendment (without restatement).** An Employer may amend its Plan without completion of a new Adoption Agreement by either: (a) completion and substitution of one or more Adoption Agreement pages including a new Adoption Agreement Execution Page executed and dated by the Employer; or (b) other written instrument amending the Adoption Agreement executed and dated by the Employer.

**(4) Operational discretion and policy not an amendment.** A Plan amendment does not include the Plan Administrator's exercise of any operational discretion the Plan accords to the Administrator, including but not limited to, the Plan Administrator's adoption, modification or termination of any policy, rule or regulation in accordance with the Plan or any change to the Adoption Agreement Administrative Checklist.

This provision does not grant any discretionary authority to the Plan Administrator which would be inconsistent with the provisions of Section 7.01(I).

**(5) Signatory Employer authority.** If the Plan has Participating Employers, only the Signatory Employer need execute any Plan amendment under this Section 9.02. See Section 1.27.

**(C) Impermissible Amendment/Protected Benefits.**

**(1) Exclusive benefit/no reversion.** The Employer may not amend the Plan to permit any of a Funding Vehicle (other than as required to pay taxes and reasonable administrative expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Participants and Beneficiaries. An amendment may not cause any portion of the Funding Vehicle to revert to the Employer or to become the Employer's property.

**(2) Alteration of Plan Administrator or Vendor duties.** The Employer may not amend the Plan in any manner which affects the powers duties or responsibilities of the Plan Administrator, or of a Vendor without the written consent of the affected party.

**(3) No cut-backs.** An amendment (including the adoption of this Plan as a restatement of an existing plan) may not decrease a Participant's Account Balance. If the Plan is an ERISA Plan, except as provided under Applicable Law, an amendment may not reduce or eliminate Protected Benefits determined immediately prior to the adoption date (or, if later, the Effective Date) of the amendment. An amendment reduces or eliminates Protected Benefits if the amendment has the effect of eliminating an optional form of benefit except as provided under Applicable Law. An amendment does not impermissibly eliminate a Protected Benefit relating to the form of distribution if after the amendment a Participant may receive a single sum payment at the same time or times as the form of distribution eliminated by the amendment and such payment is based on the same or a greater portion of the Participant's Account as the eliminated form of distribution.

**(4) Disregard of amendment/tracking Protected Benefits.** The Plan Administrator must disregard an amendment to the extent application of the amendment would fail to satisfy this Section 9.02(C). The Plan Administrator, in an Addendum, may maintain a list of Protected Benefits it must retain.

9.03 FROZEN PLAN.

**(A) Employer Action to Freeze.** The Employer subject to Section 9.02(C) and by proper Employer action has the right, at any time, to suspend or discontinue all contributions under the Plan and thereafter to continue to maintain the Plan as a Frozen Plan (subject to such suspension or discontinuance) until the Employer terminates the Plan. During any period while the Plan is frozen, the Plan Administrator will continue to: (1) allocate forfeitures, if any, in accordance with Section 3.07, irrespective of when the forfeitures occur under Section 5.07; and (2) operate the Plan in accordance with its terms other than those related to the making and allocation of additional (new) contributions.

**(B) Not a Termination.** A resolution or an amendment to discontinue all future contributions, but otherwise to continue

maintenance of this Plan, is not a Plan termination for purposes of Section 9.04.

#### 9.04 PLAN TERMINATION.

**(A) Employer Action to Terminate.** The Employer subject to Section 9.02(C) and by proper Employer action has the right, at any time, to terminate this Plan. The Plan will terminate upon the first to occur of the following:

**(1) Specified date.** The Effective Date of termination specified by proper Employer action; or

**(2) Employer no longer exists.** The Effective Date of dissolution or merger of the Employer, unless a successor makes provision to continue the Plan, in which event the successor must substitute itself as the Employer under this Plan.

**(B) QTA Action to Terminate Abandoned Plan.**

##### **(1) Definition of a Qualified Termination**

**Administrator (QTA).** A QTA is an entity which: (a) is a Vendor which is eligible to sponsor an individual retirement account or an individual retirement annuity; and (b) holds the assets of the abandoned Plan.

**(2) QTA procedure.** A QTA, after making reasonable efforts to contact the Employer, may make a determination that the Employer has abandoned the Plan and give notice thereof to the DOL. The QTA then may: (i) update Plan records; (ii) calculate benefits; (iii) allocate assets and expenses; (iv) report to DOL any delinquent contributions; (v) engage service providers and pay reasonable Plan expenses; (vi) provide required notice to Participants and Beneficiaries regarding the Plan termination; (vii) distribute Plan benefits; (viii) file the Form 5500 terminal report and give notice to DOL of completion of the termination; and (ix) take all other reasonable and necessary actions to wind-up and terminate the Plan. A QTA will undertake all actions under this Section 9.04(B) in accordance with Applicable Law. The QTA then may complete distributions from the Plan, file the necessary reports and terminate the Plan. If the Plan is not an ERISA Plan, the QTA may terminate the Plan using a procedure analogous to that outlined herein.

**(C) Vesting.** Upon either full or partial termination of the Plan, an affected Participant's right to his/her Account Balance is 100% Vested, irrespective of the Vested percentage which otherwise would apply under Article V.

**(D) General Procedure upon Termination.** Upon termination of the Plan, the distribution provisions of Article VI remain operative, with the following exceptions:

**(1) If no consent required.** If the Participant's Vested Account Balance does not exceed \$5,000 (or exceeds \$5,000 but the Participant has attained the later of age 62 or Normal Retirement Age) or if the Plan is not an ERISA Plan, the Vendor may distribute the Participant's Vested Account Balance to him/her in lump sum as soon as administratively practicable after the Plan terminates.

**(2) If consent required.** If the present value of the Participant's Vested Account Balance exceeds \$5,000, the Participant has not attained the later of age 62 or Normal Retirement Age, and the Plan is an ERISA Plan, the Participant or the Beneficiary may elect to have the Vendor commence

distribution of his/her Vested Account Balance in a lump sum as soon as administratively practicable after the Plan terminates. If a Participant with consent rights under this Section 9.04(D)(2) does not elect an immediate lump sum distribution with spousal consent if required, the Vendor will purchase a deferred Annuity Contract for each Participant which protects the Participant's distribution rights under the Plan.

**(3) Lower dollar amount.** As provided in Section 6.09, the Employer may provide for a lower dollar threshold than \$5,000 under this Section 9.04(D).

**(4) Plan Termination Distribution.** For purposes of the Plan termination requirements, the Plan may treat the delivery of a fully paid annuity contract (or individual custodial account) as a distribution.

**(E) Joint and Survivor Exception.** If the Plan is subject to Section 6.04(G), in lieu of applying Section 9.04(D) and the distribution provisions of Article VI, the Vendor will distribute each Participant's Vested Account Balance, in lump sum, as soon as administratively practicable after the termination of the Plan, irrespective of the amount of the Participant's Vested Account Balance, the Participant's age and whether the Participant consents to the distribution.

**(1) Limitations.** This Section 9.04(E) does not apply if: (a) the Plan is an ERISA Plan and the Plan at termination provides an annuity option which is a Protected Benefit and which the Employer may not eliminate by Plan amendment; or (b) as of the period between the Plan termination date and the final distribution of assets, the Employer maintains any other 403(b) Plan. If clause (b) applies, the Plan Administrator to facilitate Plan termination may direct the Vendor to transfer the Account of any non-consenting Participant to the other 403(b) Plan.

**(2) Addendum override.** The Employer, in an Addendum, may elect not to apply this Section 9.04(E) and to conduct the Plan termination in accordance with Section 9.04(D).

**(F) 403(b) Plan Distribution Restrictions.** If the Plan, as the result of a Transfer holds Restricted Balances under Section 6.01(E), a Participant's Restricted Balances are distributable on account of Plan termination, as described in this Section 9.04, only if: (i) the Employer (including any Related Employer, determined as of the Effective Date of Plan termination) does not maintain an Alternative 403(b) Plan and the Plan distributes the Participant's entire Vested Account Balance in a lump sum; or (ii) the Participant otherwise is entitled under the Plan to a distribution of his/her Vested Account Balance.

**(1) Definition of Alternative 403(b) Plan.** An Alternative 403(b) Plan is another 403(b) Plan to which the Employer makes contributions during the period beginning on the date of Plan termination and ending 12 months after distribution of all assets from the terminating Plan. However, a plan is not an Alternative 403(b) Plan if less than 2% of the Employees eligible to participate in the terminating Plan as of the termination date are eligible to participate (beginning 12 months prior to and ending 12 months after the Plan's termination Effective Date and distribution of all of the assets of the terminated Plan) in the potential Alternative 403(b) Plan.

**(G) Continuing Funding Vehicle Documentation.** A Vendor's Funding Vehicle Documentation will continue in effect until the

Vendor has distributed all of the benefits under the Funding Vehicle. On each Valuation Date, the Plan will credit any part of a Participant's Account Balance retained in the Funding Vehicle with its share of Earnings.

**(H) Lost Participants.** The Vendor will distribute the Accounts of lost Participants in a terminating Plan in accordance with the Plan Administrator's direction under Section 7.07(B) or as the Funding Vehicle Documentation may provide.

#### 9.05 MERGER/DIRECT TRANSFER.

**(A) Authority.** The Vendor possesses the specific authority to enter into merger agreements or direct transfer of assets agreements with the Vendor or Vendors of another 403(b) Plan, including an elective transfer, and to accept the direct transfer of plan assets, or to transfer plan assets, as a party to any such agreement.

#### **(B) Regulatory Requirements.**

**(1) Contract exchange within same plan.** A Participant (or Beneficiary) may exchange one 403(b) Funding Vehicle for another, if the exchange satisfies the following conditions: (1) the Plan provides for the exchange; (2) the Participant's accumulated benefit immediately after the exchange at least equals the Participant's Accrued Benefit immediately before the exchange; and (3) to the extent the exchanged Funding Vehicle is subject to 403(b) Distribution Restrictions, the other Funding Vehicle imposes distribution restrictions no less stringent than those imposed by the exchanged Funding Vehicle.

**(2) Plan-to-plan transfer.** A plan-to-plan transfer is permissible, if the transfer satisfies the following conditions: (1) the Participant (or Beneficiary) subject to the transfer is an Employee of the Employer providing the receiving plan; (2) the transferor plan provides for transfers; (3) the receiving plan provides for the receipt of transfers; (4) the Participant's accumulated benefit after the transfer at least equals the Participant's Accrued Benefit before the transfer; (5) to the extent the transferred Funding Vehicle is subject to 403(b) Distribution Restrictions, the receiving plan imposes distribution restrictions no less stringent than those imposed on the transferor plan; and (6) if the transfer does not constitute a complete transfer of the Participant's interest in the transferor plan, the transferee plan treats the amount transferred as a continuation of a pro rata portion of the Participant's interest in the transferor plan (*e.g.*, a pro rata interest in any Employee Contributions).

**(3) Contract exchange to Vendor which is not part of the Plan.** A Participant (or Beneficiary) may exchange one 403(b) Funding Vehicle for a Funding Vehicle not provided under the Plan, if the exchange satisfies the following conditions: (1) the Plan permits such exchanges; (2) the Participant's accumulated benefit immediately after the

exchange at least equals the Participant's accumulated benefit immediately before the exchange; (3) to the extent the exchanged Funding Vehicle is subject to 403(b) Distribution Restrictions, the other Funding Vehicle imposes distribution restrictions no less stringent than those imposed by the exchanged Funding Vehicle; and (4) the Employer and the Vendor enter into an information sharing agreement. The information sharing agreement will provide the following information: (1) information necessary to satisfy the Code §403(b) requirements, including employment status, participation in other 403(b) plans or qualified plans; and (2) information necessary for the other Funding Vehicle to satisfy other tax requirements.

**(C) Administration of Transferred Amount.** The Vendor will hold, administer and distribute the transferred assets as a part of the Funding Vehicle and the Vendor must maintain a separate Account for the benefit of the Employee on whose behalf the Vendor accepted the transfer in order to reflect the value of the transferred assets and as necessary to preserve Protected Benefits.

**(D) Pre-Participation Transfers.** The Vendor may accept a direct Transfer of plan assets on behalf of an Employee prior to the date the Employee satisfies the Plan's eligibility conditions or prior to reaching the Entry Date. If the Vendor accepts such a direct transfer of plan assets, the Plan Administrator and the Vendor must treat the Employee as a limited Participant as described in Section 3.08(C).

**(E) Elective Transfer/Protected Benefits.** The Plan ("transferee plan") will not fail to satisfy the requirements of Section 9.05 because the Plan does not provide some or all of the forms of distribution (including the timing of distribution forms) previously available under another 403(b) Plan ("transferor plan") to the extent that: (1) the transferee plan receives a direct transfer of the participant's account balance under the transferor plan, or the transferee plan results from a merger or other transaction that has the effect of a direct transfer, including consolidations of benefits attributable to different employers within a multiple employer plan; (2) the terms of both plans authorize the transfer; (3) the transfer occurs following a Participant's voluntary election made after the Participant has received a notice describing the consequences of making the election; and (4) the transferee plan permits the Participant to receive a distribution of his/her account balance in the form of a single sum distribution.

**(F) Transfers to Purchase Service Credit.** The Plan Administrator upon Participant request may instruct the Vendor to transfer an amount from the Participant's 403(b) Plan Account to a governmental defined benefit plan in which he/she participates for: (1) the purchase of permissive service (as defined in Code §415(n)(3)(A)) under such plan; or (2) the repayment of a cash-out distribution (as defined in Code §415(k)(3)).

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**SUPPLEMENTAL AMENDMENT FOR  
HEART AND WRERA  
(403(b) Plan)**

**What provisions of the law does this Amendment cover?**

Adoption of this Amendment enables an employer to comply in form with various laws including the: (1) Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) (including HEART Act guidance contained in IRS Notice 2010-15) and (2) suspension of 2009 Required Minimum Distributions (RMDs) as set forth in the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA).

The Amendment assumes an employer has adopted a SunGard 403(b) plan document that has been updated to reflect the final 403(b) Regulations.

**Which plans are required to be amended?**

**It is not clear whether 403(b) plans must adopt interim amendments to reflect changes in the law occurring after the final 403(b) Regulations were issued.** The IRS has not issued guidance regarding interim amendment requirements for 403(b) plans (unlike qualified plans, which are subject to interim amendment rules set forth in Rev. Proc. 2007-44). The only IRS guidance relating to 403(b) plan document requirements is that employers have a document which is a good faith attempt to comply with the final 403(b) regulations. We are providing this amendment due to requests from numerous providers.

**When must plans be amended?**

As indicated above, there is no IRS guidance on whether an amendment to 403(b) plans is required. With respect to qualified plans, the deadline for adoption of the HEART provisions is the last day of the 2010 plan year (2012 plan year for governmental plans) and the deadline for adoption of WRERA provisions is the last day of the 2011 plan year (2012 plan year for governmental plans).

**Can I modify the Amendment?**

Yes. Note that WRERA provides that the RMD provisions of Code §401(a)(9) do not apply for 2009. This Amendment includes the IRS model amendment from IRS Notice 2009-82 which provides that Participants and beneficiaries may elect between receiving and not receiving distributions that include 2009 Required Minimum Distributions (RMDs) and, if a Participant or beneficiary makes no election, then the Plan will discontinue making distributions that include 2009 RMDs. **An Employer may still adopt this Amendment even if no one in the Plan was subject to 2009 RMDs (in which case the Amendment would have no effect on the Plan).**

**If a Plan used the alternative default set forth in IRS Notice 2009-82 (i.e., absent an election, 2009 RMDs would continue), then the Employer must elect 2.3a. Similarly, if the Employer adopted a different approach to 2009 RMDs than either option provided in Notice 2009-82 (e.g., the plan did not provide an option not to take 2009 RMDs, or changed from one approach to another during 2009), the Employer must select 2.3b or c (as appropriate).**

In addition to the Amendment, we have provided a sample Adopting Resolution (for an employer to adopt the Amendment, if applicable) and a sample Summary of Material Modifications (SMM) (if applicable). In most cases, an employer will only need to provide an SMM if the optional HEART Act provisions are elected in the Amendment (since the changes to the RMD requirements made by WRERA no longer apply). **You must modify or make selections on the SMM to match the terms of the Plan being amended.**

**AMENDMENT FOR  
HEART AND WRERA  
(403(b) Plan)**

**ARTICLE I  
PREAMBLE**

- 1.1 **Effective date of Amendment.** The Employer adopts this Amendment to the Plan to reflect recent law changes. This Amendment is effective as indicated below for the respective provisions.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Employer's election.** The Employer adopts all the default provisions of this Amendment except as otherwise elected in Article II.
- 1.4 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.
- 1.5 **Effect of restatement of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these HEART and WRERA provisions).

**ARTICLE II  
EMPLOYER ELECTIONS**

The Employer only needs to complete the questions in Sections 2.2 through 2.3 below in order to override the default provisions set forth below.

- 2.1 **Default Provisions.** Unless the Employer elects otherwise in this Article, the following defaults will apply:
- a. **Continued benefit accruals pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) are not provided.**
  - b. **Differential wage payments are treated as Compensation for all Plan benefit purposes.**
  - c. **The Plan permits distributions pursuant to the HEART Act on account of "deemed" severance of employment.**
  - d. **Required Minimum Distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions.**

2.2 **HEART ACT provisions (Article III).**

**Continued benefit accruals.** Amendment Section 3.2 will not apply unless elected below:

- a.  The provisions of Amendment Section 3.2 apply effective as of: (select one)
1.  the first day of the 2007 Plan Year
  2.  \_\_\_\_\_ (may not be earlier than the first day of the 2007 Plan Year).

However, the provisions no longer apply effective as of: (select if applicable)

3.  \_\_\_\_\_.

**Differential pay.** Differential wage payments (as described in Amendment Section 3.3) will be treated, for Plan Years beginning after December 31, 2008, as compensation for all Plan benefit purposes unless b. is elected below:

- b.  In lieu of the above default provision, the employer elects the following (select all that apply; these selections do not affect the operation of Amendment Section 3.3(ii)):
1.  the inclusion is effective for Plan Years beginning after \_\_\_\_\_ (may not be earlier than December 31, 2008).
  2.  the inclusion only applies to Compensation for purposes of Elective Deferrals.

**Distributions for deemed severance of employment.** The Plan permits distributions pursuant to Amendment Section 3.4 unless otherwise elected below:

- c.  The Plan does not permit such distributions.
- d.  The Plan permits such distributions effective as of \_\_\_\_\_ (may not be earlier than January 1, 2007).

2.3 **WRERA (RMD waivers for 2009).** The provisions of Amendment Section 4.1 apply (RMDs are suspended unless a Participant or

Beneficiary elects otherwise) unless otherwise elected below:

- a.  The provisions of Amendment Section 4.2 apply (RMDs continued unless otherwise elected by a Participant or Beneficiary).
- b.  RMDs continued in accordance with the terms of the Plan without regard to this Amendment (i.e., no election available to Participants or Beneficiaries).
- c.  Other: \_\_\_\_\_

For purposes of Amendment Section 4.3, the Plan will also treat the following as eligible rollover distributions in 2009: (If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H)):

- d.  2009 RMDs and Extended 2009 RMDs (both as defined in Article IV of this Amendment).
- e.  2009 RMDs (as defined in Article IV of this Amendment) but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(H).

### ARTICLE III HEART ACT PROVISIONS

- 3.1 **Death benefits.** In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code §414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under USERRA immediately prior to the Participant's death.
- 3.2 **Benefit accrual.** If the Employer elects in Amendment Section 2.2 to apply this Section 3.2, then effective as of the date specified in Amendment Section 2.2, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.
- a. **Determination of benefits.** The Plan will determine the amount of employee contributions and the amount of elective deferrals of an individual treated as reemployed under this Section 3.2 for purposes of applying paragraph Code §414(u)(8)(C) on the basis of the individual's average actual employee contributions or elective deferrals for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.
- 3.3 **Differential wage payments.** For years beginning after December 31, 2008: (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment; (ii) the differential wage payment is treated as compensation for purposes of Code §415(c)(3) and Treasury Reg. §1.415(c)-2 (e.g., for purposes of Code §415, top-heavy provisions of Code §416, determination of highly compensated employees under Code §414(q), and applying the 5% gateway requirement under the Code §401(a)(4) regulations); and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) (or corresponding plan provisions, including, but not limited to, Plan provisions related to the ADP or ACP test) by reason of any contribution or benefit which is based on the differential wage payment. The Plan Administrator operationally may determine, for purposes of the provisions described in Code §414(u)(1)(C), whether to take into account any deferrals, and if applicable, any matching contributions, attributable to differential wages. Differential wage payments (as described herein) will also be considered compensation for all Plan purposes unless otherwise elected at Amendment Section 2.2.
- Section 3.3(iii) above applies only if all employees of the Employer performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive differential wage payments (as defined in Code §3401(h)(2)) on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §§410(b)(3), (4), and (5)).
- 3.4 **Deemed Severance.** Notwithstanding Section 3.3(i), if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then the individual may not make an elective deferral or employee contribution during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision (such as a qualified reservist distribution), then the other Plan provision will control and the 6-month suspension will not apply.



ARTICLE IV  
WAIVER OF 2009 REQUIRED DISTRIBUTIONS

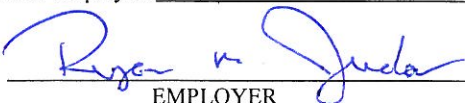
- 4.1 **Suspension of RMDs unless otherwise elected by Participant.** This paragraph does not apply if the Employer elected Amendment Section 2.3a, b, or c. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.
- 4.2 **Continuation of RMDs unless otherwise elected by Participant.** This paragraph applies if Amendment Section 2.3a is selected. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.
- 4.3 **Direct Rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as elected by the Employer in Amendment Section 2.3, will be treated as eligible rollover distributions. If no election is made by the Employer in Amendment Section 2.3, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H).

\*\*\*\*\*

This Amendment has been executed this 17th day of September, 2012.

Name of Plan: Urbandale Community School District Special Pay Plan

Name of Employer: Urbandale Community School District

By:   
EMPLOYER

**CERTIFICATE OF ADOPTING RESOLUTION**

The undersigned authorized representative of Urbandale Community School District (the Employer) hereby certifies that the following resolutions were duly adopted by Employer on September 17, 2012, and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, the HEART/WRERA Amendment to the Urbandale Community School District Special Pay Plan (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: 9/17/12

Signed: Ryan v. Judas  
Ryan Judas, UCSD Board President  
[print name/title]

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**SUMMARY PLAN DESCRIPTION  
MATERIAL MODIFICATIONS**

**I  
INTRODUCTION**

This is a Summary of Material Modifications regarding the Urbandale Community School District Special Pay ("Plan"). This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

**II  
SUMMARY OF CHANGES**

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from law changes effective in 2009. If you think you may be affected by these rules, ask the Plan Administrator for further details.

**Distributions for deemed severance of employment.** If you are on active duty for more than 30 days, then the Plan treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed severance of employment, then you are not permitted to make any contributions to the Plan for 6 (six) months after the date of the distribution.

**Differential pay.** If you receive wage continuation payments (referred to as differential pay), then the Plan will generally only treat these amounts as Compensation for salary deferral purposes.



## **FY2016 Contract between Polk County Early Childhood Iowa (Board), United Way of Central Iowa (UWCI) as fiscal agent and Urbandale Community School District**

This Contract is effective on July 1, 2015 and is made by and between the Polk County Early Childhood Iowa (BOARD), United Way of Central Iowa as fiscal agent (UWCI), and Urbandale Community School District (SERVICE PROVIDER) for **Preschool Programming Support for Low-Income Families**.

In consideration of the mutual covenants contained in this Contract, the sufficiency of which is acknowledged, it is agreed as follows:

### **1.0 IDENTITY OF PARTIES**

**1.1** The Polk County Early Childhood Iowa Board, (referred to in this document as the "Board") is the issuing entity for this Contract. The Board's address is: **1111 9<sup>th</sup> Street, Suite 100, Des Moines, IA 50314**.

**1.2** **Urbandale Community School District** (referred to in this document as "Service Provider") is the contracting entity, and is entering into this Contract to provide the products and/or services defined in Section 4 below. The address of the Service Provider is: **7110 Prairie Avenue, Urbandale, IA 50322**.

**1.3** United Way of Central Iowa (referred to in this document as "UWCI") is the fiscal agent for the Polk County Early Childhood Iowa Board.

### **2.0 DURATION OF CONTRACT**

The term of this Contract shall be **7/1/15** through **6/30/16** unless terminated earlier in accordance with Section 5 of this Contract. The Board has the option to renew this Contract for up to five additional one (1)-year extensions by giving the Service Provider written notice of the extension decision at least sixty (60) days prior to the expiration of the initial term or renewal term.

### **3.0 COMPENSATION**

#### **3.1 Payment for Performance Clause**

Payment shall be contingent upon the Service Provider performing the services set forth in Section 4.0 and submitting detailed invoices. The invoices shall be accompanied with appropriate documentation necessary to support all charges included on the invoice. The contract number must be placed on all claims for payment.

#### **3.2 Pricing**

The Service Provider will be paid for the services described in Section 4.0 a fee not to exceed **\$62,000** for the contract period. UWCI, as fiscal agent, will make payments. This shall be the total compensation paid to the Service Provider. The Service Provider shall not be eligible for any other compensation or benefits including, but not limited to, insurance, paid leave or retirement.

### 3.3 Billings

The Service Provider shall submit invoices to the Board for goods and services rendered. The invoices shall be submitted to the Board with appropriate documentation as necessary to support all charges included on the invoices. Appropriate documentation for invoicing is outlined in guidance issued to Service Providers after contracts are executed.

All charges submitted for payment must be on the program budget submitted as part of the program review and request for proposal during the spring of the previous fiscal year.

The Board shall pay all approved invoices.

Claims for payment must be submitted to Polk County Executive Director. Claims for payment may be emailed to [bbremner@unitedwaydm.org](mailto:bbremner@unitedwaydm.org) or mailed to:

**Barb Bremner, Executive Director  
Polk County Early Childhood Iowa  
1111 9th Street, Suite 100  
Des Moines, IA 50314**

Once contracts are executed, Polk County ECI staff will issue a monthly billing template reflecting updated contract numbers to each contractor. Billing template will include instructions for required documentation of all expenditures.

The Service Provider is responsible for completing a request for payment, using the billing template provided by Polk County ECI, and submitting it to the Polk County ECI office by the 5th of the month along with the required documentation related to services performed under the contract.

Claims not received by the 5th of the month will be held for payment until the following month.

Requests for payment will be reviewed by the Polk County ECI staff for accuracy, detailed documentation, and fiscal accountability to the provisions outlined in the program contract. If there is an error or missing documentation, the contractor will be contacted and the required information will be received prior to payment being made.

To the best of their ability, Service Providers are to submit their invoice for work done under the contract within thirty(30) days of an expense being incurred or work being performed.

The Board will pay for documented expenditures only within the same fiscal year that services were provided or expenses were incurred. At the end of the fiscal year the Board will notify all Service Providers of the date final requests for payment must be received.

If the Service Provider determines that the project will not be able to expend all granted funds, the Service Provider agrees to contact the Board prior to April 1, 2016 to negotiate a revision.

## 4.0 SCOPE OF SERVICES

4.1 The Service Provider shall provide the following services as an independent Service Provider. The Service Provider's duties shall include, but not be limited to, the following:

**Provide high-quality preschool education in community-based program(s) for children ages 3-5 from families at or below 200% of the federal poverty level.**

**Increase access to preschool experience for children from families at or below 200% of the federal poverty level.**

**Conduct community outreach efforts to enroll children from populations underrepresented in preschool enrollment: low-income, English language learners, children of color**

**Provide developmental screening(s) to minimum of 90% of children enrolled.**

**Work to ensure quality standards put forth by the Early Childhood Iowa area are maintained in all programs and classrooms.**

**Provide required preschool and kindergarten data to the Board and/or its designees, Child and Family Policy Center and United Way of Central Iowa.**

**Allowable expenditures in FY16 budget include: support for a percentage of salary/benefits for enrollment support administrators, program administrators, program staff, classroom aides and/or classroom teachers; tuition and/or enrollment fees; mileage reimbursement; operational expenses**

## 4.2 Performance Measures

The Service Provider shall provide agreed upon state required performance measures by submitting data mid-year and end-of-year on the Results Scorecard database. Data related to program services provided July 1, 2015 – December 31, 2015 should be entered by **January 29, 2016**. Data related to program services provided January 1, 2016 – June 30<sup>th</sup>, 2016 should be entered into Results Scorecard Database by **July 29, 2016**. Data required will include the following:

ECI Statewide Performance Measures:

- **Total # of children served by age (unduplicated)**
- **Total # of children served by age (as of September 15)**
- **# Prenatal**
- **# 0-1**
- **# 1-2**
- **# 2-3**
- **# 3-4**
- **# 4-5**
- **# 5-6**
- **# of funded programs (total)**
- **#of funded programs meeting (may select more than one):**  
    \_\_\_ **NAEYC Accredited**

- NAVCC Accredited**
- Head Start**
- IQQPS verified**
- QRS level 3**
- QRS level 4**
- QRS level 5**
- **# of children screened for: (list screening)**
- **Of those screened , # referred on for additional service or treatment**
- **Cost per child**
- **# of children demonstrating age appropriate skills. Check all that apply:**
  - Gold**
  - Creative Curriculum**
  - Brigance**
  - ASQ**
  - IGDIs**
  - High Scope**
  - Ireton Dev Checklist**
  - Saxon Math**
  - Locally developed/other**
- **# of programs rating a 3 or higher in the QRS system**

#### **4.3 Monitoring Clause**

The Service Provider shall submit to the Board a monthly invoice reflecting actual fiscal expenditures associated with Early Childhood Iowa-funded programs.

The Board will monitor the performance of the Service Provider bi-annually through the collection of reports to ensure that the Service Provider is meeting the deliverables of the contract and achieving the specified results. The Service Provider will be required throughout the duration of the contract to satisfactorily provide the services described in the Scope of Work Section in order to meet the desired outcomes.

Contracted Staff of the Board will observe services of the Service Provider and report to the Board observations not noted in reports. The Board will also be allowed to monitor the work of the Service Provider by observing and/or participating in education programming for participants of said program. This will apply to all subcontracts of Service Provider.

The Board reserves the right to conduct on site reviews.

Reports will include a summary of services provided; required performance measures data, program expenditures and an inventory log.

If the Service Provider determines that the project will not be able to expend all granted funds, the Service Provider agrees to contact the Board prior to April 1, 2015, to negotiate a revision.

#### **4.4 Review Clause**

The Service Provider shall meet with the Board as requested and provide information for review of the Service Provider's compliance with the terms of the contract and level of performance. The Service Provider agrees that the Board or

the Board's duly authorized and identified agents or representatives shall have the right to access any and all information pertaining to the contract, conduct site visits, conduct quality assurance reviews, review contract compliance, assess management controls, assess contract services and activities, and provide technical assistance. At a minimum, the Service Provider and Board will evaluate achievements of the contract performance targets and results.

## **5.0 TERMINATION**

### **5.1 Termination Upon Notice**

Either party may terminate this contract, without penalty and without incurring further obligation, upon **30** days written notice. The Service Provider shall be entitled to compensation for services or goods provided prior to and including the termination date.

### **5.2 Termination Due to Lack of Funds or Change in Law**

The Board shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the Service Provider as a result of any of the following:

- 5.2.1** Adequate funds are not appropriated or granted to allow the Board to operate as required and to fulfill its obligations under this Contract;
- 5.2.2** Funds are de-appropriated or not allocated or if funds needed by the Board, at the Board's sole discretion, are insufficient for any reason;
- 5.2.3** The Board's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Board;
- 5.2.4** The Board's duties are substantially modified.

## **6.0 INDEMNIFICATION.**

**6.1** The Service Provider agrees to defend, indemnify and hold the Board and the state of Iowa, and UWCI and their officers, agents and employees, harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including legal expenses required to defend the Board or their officers, agents or employees by reason of the failure of the Service Provider to fully perform and comply with the terms of this contract.

### **6.2 Survives Termination**

Indemnification obligation shall survive termination of this contract.

## **7.0 INSURANCE**

### **7.1 Insurance Requirements**

The Service Provider, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Service Provider's expense, insurance covering its work during the entire term of this contract and any extensions or renewals. The Service Provider's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting



from or related to the Service Provider's performance of this Contract regardless of the date the claim is filed or expiration of the policy.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 Independent Service Provider**

The status of the Service Provider, and all subcontractors, shall be that of an independent contractor. The Board shall not provide the Service Provider with office space, support staff, equipment or tools, or supervision beyond the terms of this contract. Neither the Service Provider nor its employees shall be considered employees of the Board for tax purposes. The Board shall not withhold taxes on behalf of the Service Provider (unless required by law). The Service Provider shall be responsible for payment of all taxes, fees and charges when due.

### **8.2 Compliance With Equal Employment And Affirmative Action Provisions**

The Service Provider shall comply with all provisions of federal, state and local laws, rules and executive orders including, but not limited to, Equal Employment Opportunity provisions, Occupational Health and Safety Act, Affirmative Action and Civil Rights rules and regulations, licensing requirements, records retention, and audit requirements.

### **8.3 Compliance with the Law**

The Service Provider, its employees, agents, and subcontract providers shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment, equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors or suppliers. The Service Provider may be required to provide a copy of its affirmative action plan, containing goals and time specifications. Failure to comply with this provision may cause this contract to be cancelled, terminated or suspended in whole or in part and the Service Provider may be declared ineligible for future state contracts or be subject to other sanctions as provided by law or rule.

The Service Provider, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this contract.

### **8.4 Subcontracting**

None of the work or services relating to this contract shall be subcontracted to another organization or individual without specific prior written approval by the Board except for subcontracts under \$2000. To obtain approval, the Service Provider shall submit to the Board the proposed contract or written contract between the parties. The proposed contract or contract shall contain:

- (1) A list of the work and services to be performed by the subcontractor.
- (2) The contract policies and requirements.
- (3) Provision for the Board, the Service Provider, and any of their duly authorized representatives to have access, for the purpose of audit and

- examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.
- (4) The amount of the subcontract.
  - (5) A line item budget of specific costs to be reimbursed under the subcontract or contract or other cost basis for determining the amount of the subcontract as appropriate.
  - (6) A statement that all provisions of this contract are included in the subcontract including audit requirements.
  - (7) Period of performance.
  - (8) Any additional subcontract conditions.

Any subcontract or other written contract shall not affect the Service Provider's overall responsibility and accountability to the Board for the overall direction of the project.

If during the course of the subcontract period the Service Provider or subcontractor wishes to change or revise the subcontract, prior written approval from the Board is required.

The Service Provider shall maintain a contract administration system which ensures that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The Service Provider shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of any subcontract. No employee, officer or agent of the Service Provider or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists.

## **8.5 Authorization**

Each party to this contract represents and warrants to the other that:

- 8.5.1** It has the right, power and authority to enter into and perform its obligations under this contract.
- 8.5.2** It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this contract and this contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

## **8.6 Severability**

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

## **8.7 Choice of Law and Forum**

The terms and provisions of this contract shall be construed in accordance with the laws of the state of Iowa. Any and all litigation or actions commenced in connection with this Contract shall be brought in an appropriate Iowa forum.

## **8.8 Not a Joint Venture**

Nothing in this contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the contract. If the Service Provider is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this contract, and for any default of such activities and obligations.

**8.9 Assignment and Delegation**

This contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in the Service Provider shall be considered an assignment.

**8.10 Amendments**

This contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this contract must be fully executed by both parties.

**8.11 Confidentiality**

Information of the Board which identifies clients and services is confidential in nature. The Service Provider and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to the contract. Service Provider shall not use confidential information for any purpose other than carrying out Service Provider's obligations under this contract. The Service Provider shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The Service Provider may be held civilly or criminally liable for improper disclosure. Service Provider shall promptly notify the Board of any request for disclosure of confidential information received by the Service Provider.

**8.12 Records Retention and Access**

The Service Provider shall maintain books, records, and documents which sufficiently and properly document and explain all charges billed to the Board throughout the term of this contract for a period of at least five years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records. All data and records, including client information, obtained by the contractor, in connection with this contract, shall be made available to the Board. The Service Provider shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Service Provider relating to orders, invoices, payments, services provided or any other documentation or materials pertaining to this contract, wherever such records may be located.

### **8.13 Integration**

This contract represents the entire contract between the parties and neither party is relying on any representation that may have been made which is not included in this contract.

### **8.14 Tobacco Smoke Prohibited**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative contracts, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

The Service Provider certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The Service Provider shall execute the Certification of Compliance with the Pro-Children Act of 1994 attached as Exhibit A and provide the original certification when it executes this Contract.

### **8.15 Drug Free Work Place**

The Service Provider shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations

### **8.16 Suspension and Debarment.**

The Service Provider certifies pursuant to 2 CFR 180 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal board or agency. The Service Provider shall execute the certification regarding debarment attached as Exhibit B.

### **8.17 Lobbying Restrictions**

The Service Provider shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements. The Service Provider shall execute the certification regarding lobbying restrictions attached as Exhibit C.

**8.18 Conflict of Interest**

No relationship exists or will exist during the contract period between the Service Provider and the Board that is a conflict of interest.

**8.19 Compliance with Iowa Code Chapter 8F**

The Service Provider shall comply with Iowa Code Chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Service Provider shall be forwarded to the Board.

**8.20 Repayment Obligation**

In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Service Provider shall be liable to the Board for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Service Provider as well as any subcontractors.

**9.0 EXECUTION**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above contract and have caused their duly authorized representatives to execute this contract.

**Urbandale Community School District**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

**Polk County Early Childhood Iowa Board**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:       Matt Knoll      

Title:       **Board Chair**      

**United Way of Central Iowa (fiscal agent)**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:       Sarah J. Roy      

Title:       **Chief Operating Officer**

Exhibit A

CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

**Service Provider** must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities (other than clinics) where WIC coupons are redeemed.

The **Service Provider** further agrees that the above language will be included in any sub-awards that contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit B

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER-COVERED TRANSACTIONS**

By signing and submitting this contract, the Service Provider is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Service Provider knowingly rendered an erroneous certification, in addition to other remedies available to the Board with which this transaction originated, the board may also pursue available remedies, including suspension and/or debarment.
2. The Service Provider shall provide immediate written notice to the person to whom this Contract is submitted if at any time the Service Provider learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier-covered transaction, participant, person, primary covered transaction, principle, contract, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
4. The Service Provider agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier-covered transaction with a person who is proposed for debarment under 2 CFR 180, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Board with which this transaction originated.
5. The Service Provider further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier-Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier-covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier-covered transaction that it is not proposed for debarment under 48 CFR part 9, sub-part 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier-covered transaction with a person who is proposed for debarment under 2 CFR 180, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal



government, the Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

(1) The Service Provider certifies, by submission of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the Service Provider is unable to certify to any of the statements in this certification, such Service Provider shall attach an explanation to this contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

*Exhibit C*

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid on behalf of the Sub-Grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of the Congress, an officer or employee of the Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of the Congress, or an employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Service Provider shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.A. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

**Date:** August 3, 2015  
**To:** UCSD School Board  
**From:** Crista Carlile  
**Re:** Course Credit/Title Change

### **Background – AP Biology**

Urbandale High School offers Advanced Placement Biology for students who are interested in studying advanced life science concepts. Beginning in 2015-16, students in this class will also receive college credit through Des Moines Area Community College. Because of this, the following course title change is proposed:

<b>Old Course Title</b>	<b>Proposed Course Title</b>	<b>DMACC Course Title/Credit</b>
AP Biology S1	College AP Biology S1	BIO 112/ 4 credits
AP Biology S2	College AP Biology S2	BIO 113/ 4 credits

### **Background – Intro to Computer Science**

In spring, 2014, Intro to Computer Science was approved for Urbandale High School. Due to a lack of enrollment, the course was not taught in 2014-15. In summer, 2015, UHS received grant funding to send a teacher to training in order to teach the Project Lead the Way Computer Science and Software Engineering course. This course satisfies the core competencies in the UCSD board-approved Computer Science course as well as satisfying Advanced Placement Computer Science requirements. Further, DMACC credit is pending for this course and should be available for spring 2016 (per email received August 10, 2015 from Randy Gabriel). The pre-requisites remain the same as the UCSD board-approved Intro to Computer Science course. Because of this, the following course title change is proposed:

<b>Old Course Title</b>	<b>Proposed Course Title</b>	<b>DMACC Course Title/Credit</b>
Intro to Computer Science S1	Computer Science & Software Engineering S1	TBD
Intro to Computer Science S2	Computer Science & Software Engineering S2	TBD

Urbandale Community School District

Revenue Summary Report

Run Date 08/14/15 02:03 PM

For 07/01/15 - 07/31/15

Periods 01 - 01

Monthly Report to the Board of Directors

FJRES01A

Account No/Description	Budget Amount	Period Amount	MthlyBdRptByFund/Object		Percent Received
			Y-T-D Amount	Balance	
10 GENERAL					
1321 REG TUITION - NOT OE	.00	68,936.20	68,936.20	-68,936.20	.00
1323 OE REG ED TUITION	.00	1,489,554.50	1,489,554.50	-1,489,554.50	.00
1324 SEP ED-OPEN ENROLL	.00	225,027.66	225,027.66	-225,027.66	.00
1910 RENTALS	.00	10,380.00	10,380.00	-10,380.00	.00
1920 CONTRIB & DONATIONS	.00	1,396.15	1,396.15	-1,396.15	.00
1941 FXTBK SALES PS	.00	396.01	396.01	-396.01	.00
1991 SALE OF MATERIALS	.00	399.58	399.58	-399.58	.00
1999 MISC REVENUE	.00	402.88	402.88	-402.88	.00
3221 TRANSP NON-PUBLIC	.00	116,727.97	116,727.97	-116,727.97	.00
3387 TLC Grant	.00	1,047,540.54	1,047,540.54	-1,047,540.54	.00
4501 TITLE I	.00	58,862.00	58,862.00	-58,862.00	.00
4634 MEDICAID ASSISTANCE	.00	25,726.26	25,726.26	-25,726.26	.00
10 GENERAL	.00	3,045,349.75	3,045,349.75	-3,045,349.75	.00
21 STUDENT ACTIVITY					
1710 ADMISSION FEES	.00	9,631.14	9,631.14	-9,631.14	.00
1748 CONTEST FEES CHARGED	.00	1,255.00	1,255.00	-1,255.00	.00
1790 OTHER ACT INCOME	.00	197.35	197.35	-197.35	.00
1791 FUND RAISERS	.00	411.64	411.64	-411.64	.00
21 STUDENT ACTIVITY	.00	11,495.13	11,495.13	-11,495.13	.00
61 SCHOOL NUTRITION					
1632 SPECIAL FUNCTIONS	.00	391.94	391.94	-391.94	.00
61 SCHOOL NUTRITION	.00	391.94	391.94	-391.94	.00
62 CHILD CARE					
1840 CHILD CARE SERVICES	.00	113,703.82	113,703.82	-113,703.82	.00
1999 MISC REVENUE	.00	360.46	360.46	-360.46	.00
62 CHILD CARE	.00	114,064.28	114,064.28	-114,064.28	.00
65 COMMUNITY EDUCATION					
1371 TUITION COMM ED	.00	2,340.95	2,340.95	-2,340.95	.00
1710 ADMISSION FEES	.00	18,315.00	18,315.00	-18,315.00	.00
1810 COMM RECRE	.00	13,361.03	13,361.03	-13,361.03	.00
1999 MISC REVENUE	.00	132.00	132.00	-132.00	.00
65 COMMUNITY EDUCATION	.00	34,148.98	34,148.98	-34,148.98	.00
71 SELF-INSURANCE FUND					
1973 Cobra /Retiree Contr	.00	-2,653.41	-2,653.41	2,653.41	.00
71 SELF-INSURANCE FUND	.00	-2,653.41	-2,653.41	2,653.41	.00

**Urbandale Community School District**

For 07/01/15 - 07/31/15

**Expenditure Summary Report**

FJEXS01A

Monthly Report to the Board of Directors

MthlyBdRptByFund/Object

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
<b>10 GENERAL</b>						
0101 Reg paraprof	.00	.00	9,700.27	9,700.27	-9,700.27	.00
0109 ADDIT COMPENSATION	.00	.00	182.52	182.52	-182.52	.00
0111 ADMIN. PERS	.00	.00	65,593.57	65,593.57	-65,593.57	.00
0115 ADMIN ASST EMPLOYEE	.00	.00	5,949.92	5,949.92	-5,949.92	.00
0121 Reg prof educ	.00	.00	51,332.92	51,332.92	-51,332.92	.00
0122 PROF: TEMP/SUB	.00	.00	370.50	370.50	-370.50	.00
0129 ADDIT COMPENSATION	.00	.00	7,359.50	7,359.50	-7,359.50	.00
0131 PROF-OTHER	.00	.00	9,845.15	9,845.15	-9,845.15	.00
0135 REG ASSIST EMPLY	.00	.00	7,589.79	7,589.79	-7,589.79	.00
0141 REG EMPLOYEE	.00	20.75	21,392.84	21,392.84	-21,413.59	.00
0142 TEMP/SUB	.00	.00	10,992.59	10,992.59	-10,992.59	.00
0151 OFFICE/CLERICAL	.00	.00	45,812.81	45,812.81	-45,812.81	.00
0161 REG EMPLOYEE	.00	.00	23,781.88	23,781.88	-23,781.88	.00
0171 REG EMPLOYEE	.00	.00	3,164.98	3,164.98	-3,164.98	.00
0181 LABORER	.00	.00	6,547.67	6,547.67	-6,547.67	.00
0191 REG EMPLOYEE	.00	.00	93,396.44	93,396.44	-93,396.44	.00
0192 SERV WORK: TEMP/SUB	.00	.00	2,491.66	2,491.66	-2,491.66	.00
0211 DISABILITY INSURANCE	.00	.00	405.07	405.07	-405.07	.00
0213 LIFE INSURANCE	.00	.00	201.60	201.60	-201.60	.00
0220 FICA	.00	.00	24,872.71	24,872.71	-24,872.71	.00
0231 IPERS	.00	.00	29,530.52	29,530.52	-29,530.52	.00
0239 TSA PD by Employer	.00	.00	1,201.05	1,201.05	-1,201.05	.00
0273 MEDICAL INSURANCE	.00	.00	750.00	750.00	-750.00	.00
0292 CLOTHING ALLOWANCE	.00	.00	354.00	354.00	-354.00	.00
0323 INSTRUCTIONAL SERVIC	.00	-7,700.00	11,005.00	11,005.00	-3,305.00	.00
0331 STAFF WORKSHOP	.00	1,420.00	1,411.00	1,411.00	-2,831.00	.00
0341 AUDITOR/ACCOUNTANT	.00	.00	475.00	475.00	-475.00	.00
0349 OTHER PURC PROF SERV	.00	43,399.15	14,384.17	14,384.17	-57,783.32	.00
0355 BANKING FEES	.00	.00	-563.96	-563.96	563.96	.00
0421 GARBAGE COLLECTION	.00	316.80	99.63	99.63	-416.43	.00
0430 REPAIR AND MAINT SRV	.00	20,034.75	24,423.85	24,423.85	-44,458.60	.00
0433 EQUIPMENT	.00	4.62	482.88	482.88	-487.50	.00
0434 VEHICLE	.00	.00	2,108.91	2,108.91	-2,108.91	.00
0435 GROUNDS	.00	194.19	67.44	67.44	-261.63	.00
0441 RENTAL LAND & BLDG	.00	66,920.00	25,076.38	25,076.38	-91,996.38	.00
0515 TRANSP PRIVATE CONT	.00	3,077.00	.00	.00	-3,077.00	.00
0531 POSTAGE/UPS	.00	.00	1,280.61	1,280.61	-1,280.61	.00
0532 TELEPHONE	.00	.00	6,554.63	6,554.63	-6,554.63	.00
0580 TRAVEL	.00	2,100.00	2,641.00	2,641.00	-4,741.00	.00
0611 OFFICE SUPPL	.00	8,076.65	8,417.40	8,417.40	-16,494.05	.00
0612 INSTR SUPPL	.00	53,558.59	19,719.01	19,719.01	-73,277.60	.00
0615 SOFTWARE	.00	1,800.00	.00	.00	-1,800.00	.00

**Urbandale Community School District**

For 07/01/15 - 07/31/15

**Expenditure Summary Report**

FJEXS01A

Monthly Report to the Board of Directors

MthlyBdRptByFund/Object

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
<b>10 GENERAL</b>						
0618 OTHER GEN SUPPL	.00	1,633.53	9,453.65	9,453.65	-11,087.18	.00
0621 NATURAL GAS	.00	.00	20.00	20.00	-20.00	.00
0622 ELECTRICITY	.00	.00	8,895.99	8,895.99	-8,895.99	.00
0626 GASOLINE	.00	.00	1,423.07	1,423.07	-1,423.07	.00
0629 OTHER	.00	-5,588.07	5,588.07	5,588.07	.00	.00
0641 TEXTBOOKS	.00	28,531.05	15,865.64	15,865.64	-44,396.69	.00
0642 CONSUMABLE WORKBOOKS	.00	9,630.00	.00	.00	-9,630.00	.00
0644 PERIODICALS	.00	535.99	93.80	93.80	-629.79	.00
0652 TECHNOL SOFTWARE	.00	1,703.94	54,304.74	54,304.74	-56,008.68	.00
0665 LOST OR DAMAGED BOOK	.00	.00	-15.00	-15.00	15.00	.00
0682 PARTS	.00	531.58	4,079.35	4,079.35	-4,610.93	.00
0683 MAINTENANCE SUPPLIES	.00	3,277.86	5,505.16	5,505.16	-8,783.02	.00
0684 CLEANING PRODUCTS	.00	6,029.77	8,238.68	8,238.68	-14,268.45	.00
0734 COMP/TECH HARDWARE	.00	789.05	4,105.60	4,105.60	-4,894.65	.00
0739 OTHER EQUIPMENT	.00	98,272.36	978.75	978.75	-99,251.11	.00
0812 DUES AND FEES	.00	2,037.10	17,568.00	17,568.00	-19,605.10	.00
0815 STUDENT ENTRY FEES	.00	1,200.00	.00	.00	-1,200.00	.00
10 GENERAL	.00	341,806.66	676,508.41	676,508.41	-1,018,315.07	.00
<b>21 STUDENT ACTIVITY</b>						
0129 ADDIT COMPENSATION	.00	318.00	4,540.00	4,540.00	-4,858.00	.00
0220 FICA	.00	.00	347.32	347.32	-347.32	.00
0231 IPERS	.00	.00	394.63	394.63	-394.63	.00
0340 OTHER PROFESSIONAL	.00	259.30	490.60	490.60	-749.90	.00
0345 NONEMPLOYEE OFFICALS	.00	.00	1,682.45	1,682.45	-1,682.45	.00
0618 OTHER GEN SUPPL	.00	43,852.52	38,332.15	38,332.15	-82,184.67	.00
0812 DUES AND FEES	.00	559.59	2,848.00	2,848.00	-3,407.59	.00
0815 STUDENT ENTRY FEES	.00	.00	60.00	60.00	-60.00	.00
21 STUDENT ACTIVITY	.00	44,989.41	48,695.15	48,695.15	-93,684.56	.00
<b>22 MANAGEMENT LEVY</b>						
0273 MEDICAL INSURANCE	.00	.00	116.29	116.29	-116.29	.00
22 MANAGEMENT LEVY	.00	.00	116.29	116.29	-116.29	.00
<b>24 PUB ED &amp; REC LEVY</b>						
0111 ADMIN. PERS	.00	.00	5,438.88	5,438.88	-5,438.88	.00
0151 OFFICE/CLERICAL	.00	.00	2,665.96	2,665.96	-2,665.96	.00
0211 DISABILITY INSURANCE	.00	.00	7.36	7.36	-7.36	.00
0213 LIFE INSURANCE	.00	.00	5.40	5.40	-5.40	.00
0220 FICA	.00	.00	532.48	532.48	-532.48	.00
0231 IPERS	.00	.00	635.17	635.17	-635.17	.00
24 PUB ED & REC LEVY	.00	.00	9,285.25	9,285.25	-9,285.25	.00
<b>33 SALE TAX FUND</b>						
0450 CONSTRUCTION SERV	.00	64,859.45	5,553.71	5,553.71	-70,413.16	.00
33 SALE TAX FUND	.00	64,859.45	5,553.71	5,553.71	-70,413.16	.00

**Urbandale Community School District**

For 07/01/15 - 07/31/15

**Expenditure Summary Report**

FJEXS01A

Periods 01 - 01

Monthly Report to the Board of Directors

MthlyBdRptByFund/Object

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
<b>36 PHY PLANT &amp; EQ LEVY</b>						
0734 COMP/TECH HARDWARE	.00	15,232.78	13,811.94	13,811.94	-29,044.72	.00
0739 OTHER EQUIPMENT	.00	580.59	.00	.00	-580.59	.00
<b>36 PHY PLANT &amp; EQ LEVY</b>	.00	15,813.37	13,811.94	13,811.94	-29,625.31	.00
<b>61 SCHOOL NUTRITION</b>						
0191 REG EMPLOYEE	.00	.00	20,777.36	20,777.36	-20,777.36	.00
0211 DISABILITY INSURANCE	.00	.00	21.12	21.12	-21.12	.00
0213 LIFE INSURANCE	.00	.00	18.00	18.00	-18.00	.00
0220 FICA	.00	.00	1,492.74	1,492.74	-1,492.74	.00
0231 IPERS	.00	.00	1,757.10	1,757.10	-1,757.10	.00
0239 TSA PD by Employer	.00	.00	139.08	139.08	-139.08	.00
0331 STAFF WORKSHOP	.00	13.00	.00	.00	-13.00	.00
0355 BANKING FEES	.00	.00	-98.08	-98.08	98.08	.00
0432 BUILDING	.00	429.00	.00	.00	-429.00	.00
0580 TRAVEL	.00	.00	2,375.94	2,375.94	-2,375.94	.00
0611 OFFICE SUPPL	.00	.00	355.21	355.21	-355.21	.00
0615 SOFTWARE	.00	.00	400.00	400.00	-400.00	.00
0618 OTHER GEN SUPPL	.00	2,301.13	.00	.00	-2,301.13	.00
0739 OTHER EQUIPMENT	.00	366.93	2,301.13	2,301.13	-2,668.06	.00
<b>61 SCHOOL NUTRITION</b>	.00	3,110.06	29,539.60	29,539.60	-32,649.66	.00
<b>62 CHILD CARE</b>						
0115 ADMIN ASST EMPLOYEE	.00	.00	4,834.94	4,834.94	-4,834.94	.00
0151 OFFICE/CLERICAL	.00	.00	1,911.93	1,911.93	-1,911.93	.00
0191 REG EMPLOYEE	.00	.00	75,671.51	75,671.51	-75,671.51	.00
0211 DISABILITY INSURANCE	.00	.00	54.29	54.29	-54.29	.00
0213 LIFE INSURANCE	.00	.00	39.60	39.60	-39.60	.00
0220 FICA	.00	.00	5,743.05	5,743.05	-5,743.05	.00
0231 IPERS	.00	.00	6,915.01	6,915.01	-6,915.01	.00
0355 BANKING FEES	.00	.00	1,569.28	1,569.28	-1,569.28	.00
0618 OTHER GEN SUPPL	.00	3,365.75	5,495.51	5,495.51	-8,861.26	.00
<b>62 CHILD CARE</b>	.00	3,365.75	102,235.12	102,235.12	-105,600.87	.00
<b>64 BUILDING TRADES</b>						
0450 CONSTRUCTION SERV	.00	6,169.41	2,808.28	2,808.28	-8,977.69	.00
<b>64 BUILDING TRADES</b>	.00	6,169.41	2,808.28	2,808.28	-8,977.69	.00
<b>65 COMMUNITY EDUCATION</b>						
0101 Reg paraprof	.00	.00	1,062.00	1,062.00	-1,062.00	.00
0121 Reg prof educ	.00	124.33	2,844.41	2,844.41	-2,968.74	.00
0151 OFFICE/CLERICAL	.00	.00	780.00	780.00	-780.00	.00
0211 DISABILITY INSURANCE	.00	.00	2.14	2.14	-2.14	.00
0220 FICA	.00	.00	358.55	358.55	-358.55	.00
0231 IPERS	.00	.00	389.03	389.03	-389.03	.00
0618 OTHER GEN SUPPL	.00	9,597.08	6,711.13	6,711.13	-16,308.21	.00
<b>65 COMMUNITY EDUCATION</b>	.00	9,721.41	12,147.26	12,147.26	-21,868.67	.00

**Urbandale Community School District**

For 07/01/15 - 07/31/15

Expenditure Summary Report

FJEXS01A

Periods 01 - 01

Monthly Report to the Board of Directors

MthlyBdRptByFund/Object

Account No/Description	Adjusted Budget		Y-T-D Encumb		Period Expended		Y-T-D Expended		Available Balance		Percent Used	
<b>71 SELF-INSURANCE FUND</b>												
0273 MEDICAL INSURANCE	.00	.00	.00	.00	209,895.00	209,895.00	209,895.00	209,895.00	-209,895.00	-209,895.00	.00	.00
71 SELF-INSURANCE FUND	.00	.00	.00	.00	209,895.00	209,895.00	209,895.00	209,895.00	-209,895.00	-209,895.00	.00	.00



1	<b>10 - GENERAL</b>		
2	ABC ELECTRICAL SERVICES-	Service Work at Olmsted Media Center/594	\$ 548.95
3	ACADEMY TROPHIES & AWARDS	Movin On Up Staff T-Shirts	\$ 70.00
4	ADEL-DESOTO-MINBURN SCHOOLS	SE Billing L2	\$ 8,382.14
5	ADEL-DESOTO-MINBURN SCHOOLS	Spec Ed Tuition 2nd Semester	\$ 8,382.14
6	ALLEGRA (WAS THE PRINTING STATION)	SERVICES	\$ 72.25
7	ALLEGRA (WAS THE PRINTING STATION)	SERVICES	\$ 261.12
8	AMADEO, MARY	NON PUBLIC TRANSPORTATION 14-15	\$ 248.00
9	AMADEO, MARY	NON PUBLIC TRANSPORTATION-14-15	\$ 248.00
10	AMAZON.COM CORPORATE CREDIT	Classroom Instruction That Works	\$ 91.60
11	AMAZON.COM CORPORATE CREDIT	Inspiring the Best in Students	\$ 66.36
12	AMAZON.COM CORPORATE CREDIT	Mindsets in the Classroom	\$ 986.70
13	AMAZON.COM CORPORATE CREDIT	Mindset: The New Psychology of Success	\$ 38.16
14	AMAZON.COM CORPORATE CREDIT	School Leadership That Works	\$ 19.38
15	AMAZON.COM CORPORATE CREDIT	The Differentiated Classroom	\$ 105.24
16	AMAZON.COM CORPORATE CREDIT	The Explosive Child	\$ 7.99
17	AMAZON.COM CORPORATE CREDIT	Visible Learning for Teachers	\$ 186.72
18	BAHL, REBECCA	NON PUBLIC TRANSPORTATION 14-15	\$ 280.00
19	BARNES & NOBLE	Making Hope Happen by Shane Lopez	\$ 25.60
20	BARNES & NOBLE	Replacement of Lost books	\$ 461.53
21	BASS, STEVE	MILEAGE	\$ 178.25
22	BENOIT, PATRICK	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
23	BEST, LEYLA	NON PUBLIC TRANSPORTATION 14-15	\$ 280.00
24	BMO MASTERCARD	AMAZON-BOOK	\$ 43.41
25	BMO MASTERCARD	AMAZON-CHROMEBOOK REPLACE SCREENS	\$ 392.90
26	BMO MASTERCARD	AMAZON-CREDIT FOR INCORRECT SCREENS	\$ (396.90)
27	BMO MASTERCARD	AMAZON-DISPLAY POCKETS	\$ 142.92
28	BMO MASTERCARD	AMAZON-RETURN-CREDIT BALANCE	\$ (137.55)
29	BMO MASTERCARD	BARRIO-DINNER-ADMIN	\$ 9.50
30	BMO MASTERCARD	BARRIO-DINNER-CONFERENCE	\$ 80.00
31	BMO MASTERCARD	BRITS-DINNER-ADMIN	\$ 18.95
32	BMO MASTERCARD	BRITS-DINNER-CONFERENCE	\$ 130.03
33	BMO MASTERCARD	BUCA DI BEPPO-DINNER-ADMIN	\$ 15.99
34	BMO MASTERCARD	BUCA DI BEPPO-DINNER-CONFERENCE	\$ 119.29
35	BMO MASTERCARD	CASEYS-FUEL-LANGFORD TRAINING	\$ 80.60
36	BMO MASTERCARD	CASEYS-REIMBURSED-CARD USER ERROR	\$ 42.76
37	BMO MASTERCARD	CDW-G-NETWORK EQUIP-GBICS	\$ 170.56
38	BMO MASTERCARD	CDW-G-NETWORK EQUIP-PATCH CABLE	\$ 17.80
39	BMO MASTERCARD	CRAVE-DINNER-LANGFORD	\$ 65.52
40	BMO MASTERCARD	CRAVE-MEALS-LANGFORD TRAINING	\$ 65.05
41	BMO MASTERCARD	CULVERS-DINNER-ADMIN	\$ 6.59
42	BMO MASTERCARD	CULVERS-DINNER-CONFERENCE	\$ 47.98
43	BMO MASTERCARD	HARRYS CAFE-LANGFORD TRAINING	\$ 16.41
44	BMO MASTERCARD	HOLIDAY STATION-FUEL-LANGFORD TRAINING	\$ 47.17
45	BMO MASTERCARD	HOMWOOD SUITES-CONFERENCE LODGING	\$ 319.36
46	BMO MASTERCARD	HYATT REGENCY-PLC CONFERENCE MN	\$ 1,343.76
47	BMO MASTERCARD	ID ENHANCEMENTS-PROX CARDS	\$ 616.00
48	BMO MASTERCARD	KIRKLANDS-CLOCK-FRONT OFFICE	\$ 47.69
49	BMO MASTERCARD	MN TWINS FIELD-FOOD-LANGFORD TRAINING	\$ 12.00
50	BMO MASTERCARD	MN TWINS FIELD-MEAL-LANGFORD TRAINING	\$ 28.00
51	BMO MASTERCARD	PORTERHOUSE-DINNER-CONFERENCE	\$ 303.51
52	BMO MASTERCARD	RUDY'S REDEYE GRILL-DINNER-LANGFORD	\$ 31.51

53	BMO MASTERCARD	SERVINT-CREDIT JULY BILLING	\$ (159.00)
54	BMO MASTERCARD	SERVINT-CREDIT JUNE BILLING	\$ (159.00)
55	BMO MASTERCARD	SERVINT-CREDIT MAY BILLING	\$ (159.00)
56	BMO MASTERCARD	SERVINT-JULY WEB HOSTING	\$ 159.00
57	BMO MASTERCARD	STORAGEMART-RENT STORAGE UNIT	\$ 61.96
58	BMO MASTERCARD	UPS STORE-SHIP RACK TO MONOPRICE	\$ 79.58
59	BMO MASTERCARD	WALMART-AO SUPPLIES	\$ 55.63
60	BMO MASTERCARD	WALMART-BOXES	\$ 32.20
61	BMO MASTERCARD	WALMART-STORAGE BOXES-A/O	\$ 33.76
62	BROWN, PAUL	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
63	BROWN, RONALD	NON PUBLIC TRANSPORTATION 14-15	\$ 560.00
64	BRUCE, DOUGLAS	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
65	BUSCH, KEVIN	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
66	BUSSEY, JENNIFER	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
67	CAIN, PAUL	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
68	CANFIELD, ABBY	MILEAGE	\$ 197.92
69	CAPITAL SANITARY SUPPLY	capital supplies high school	\$ 1,528.89
70	CAPITAL SANITARY SUPPLY	capital supplies middle school	\$ 746.52
71	CAPITAL SANITARY SUPPLY	capital supplies rolling green	\$ 169.56
72	CAPITAL SANITARY SUPPLY	SUPPLIES-HS	\$ (8.00)
73	CAPITAL SANITARY SUPPLY	SUPPLIES-RG	\$ 186.44
74	CARLSON, ELIZABETH	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
75	CASADY, SUSAN	NON PUBLIC TRANSPORTATION 14-15	\$ 496.00
76	CAVANAUGH, TAMARA	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
77	CAVAN, KEVIN	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
78	CHAPMAN, TOM & PAULETTE	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
79	CHLEBORAD, ROBERT	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
80	CLARK, GRANT & KALAN	NON PUBLIC TRANSPORTATION 14-15	\$ 774.00
81	CLIFFORD, SHELLY	MILEAGE	\$ 249.60
82	COMMUNICATION INNOVATORS INC	Invoice 76236 locates	\$ 3,070.50
83	CONTINUUM RETAIL ENERGY(WAS SEMINGO SERVICES		\$ 651.65
84	CONTINUUM RETAIL ENERGY(WAS SEMINGO SERVICES		\$ 223.31
85	CONTINUUM RETAIL ENERGY(WAS SEMINGO SERVICES		\$ 399.80
86	COSGROVE, DAN & LAURIE	NON PUBLIC TRANSPORTATION 14-15	\$ 1,118.00
87	DALLAS CENTER-GRIMES SCHOOL DIST	SE Billing L1	\$ 5,057.28
88	DALLAS CENTER-GRIMES SCHOOL DIST	Special Ed Tuition	\$ 5,057.28
89	DEGEN, PAUL & VERONICA	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
90	DEGROOTE, ANN	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
91	DES MOINES CHRISTIAN SCHOOL	Reimbursement for Carlton College AP Sum	\$ 422.75
92	DES MOINES INDEPENDENT SCHOOLS	FY 2014-2015 Central Campus	\$ 172,756.56
93	DES MOINES INDEPENDENT SCHOOLS	Gen Ed Tuition	\$ 1,556.16
94	DES MOINES INDEPENDENT SCHOOLS	L1 SE Billing	\$ 7,384.50
95	DES MOINES INDEPENDENT SCHOOLS	L2 SE Billing	\$ 19,373.40
96	DES MOINES INDEPENDENT SCHOOLS	L3 SE Billing	\$ 7,205.67
97	DES MOINES INDEPENDENT SCHOOLS	OETuition 4th Qtr	\$ 53,864.82
98	DES MOINES INDEPENDENT SCHOOLS	SPED Tuition Level 1	\$ 356.46
99	DES MOINES INDEPENDENT SCHOOLS	SPED Tuition Level 2	\$ 214.00
100	DES MOINES INDEPENDENT SCHOOLS	SPED Tuition Level 3	\$ 872.19
101	DIAMOND OIL COMPANY	SERVICES	\$ 216.72
102	DICKINSON, MACKAMAN, TYLER,-	SERVICES	\$ 2,458.50
103	DOGIC, JORJA	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
104	DO, LOANN	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00

105	DOTTS, JEFF & ANNETTE	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
106	DOWNING, KIM	NON PUBLIC TRANSPORTATION 14-15	\$ 527.00
107	DRESSEN, TONY-	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
108	DREY, KATHLEEN	NON PUBLIC TRANSPORTATION 14-15	\$ 1,054.00
109	DRIVE TEK, LLC-	SERVICES	\$ 8,670.00
110	DURHAM SCHOOL SERVICES-	SERVICES	\$ 4,774.30
111	DURHAM SCHOOL SERVICES-	SERVICES	\$ 635.98
112	DURHAM SCHOOL SERVICES-	SERVICES	\$ 964.92
113	EARTHWALK	Belkin Tab-Station Store & Charge AC	\$ 1,253.00
114	EARTHWALK	Belkin Tab-Station Store & Charge AC	\$ 2,148.00
115	EGANHOUSE, BRANDY	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
116	EGAN SUPPLY CO.	Gym Floor Resurfacing at UMS/231497	\$ 4,897.13
117	ELECTRONIX EXP/RSR ELECTRONICS-	OIARD000065 Arduino wireless SD shield	\$ 59.95
118	ELECTRONIX EXP/RSR ELECTRONICS-	OIARETH80E Ethernet shield w/ poe modu	\$ 78.90
119	ELECTRONIX EXP/RSR ELECTRONICS-	SHIPPING	\$ 8.00
120	EMBREE, CHRISTINE	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
121	FAHNLANDER, MATT & TAMI	NON PUBLIC TRANSPORTATION 14-15	\$ 280.00
122	FENTON, JOEL	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
123	GALLAGHER, CHUCK	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
124	GASTINEAU, JAMES	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
125	GAST, NATHANIEL	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
126	GAUL, MICHAEL & CAROL	NON PUBLIC TRANSPORTATION 14-15	\$ 1,054.00
127	GEIR, DONNA	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
128	GERY, ELIZABETH	NON PUBLIC TRANSPORTATION 14-15	\$ 1,054.00
129	GOCHENOUR, CHRISTY	NON PUBLIC TRANSPORTATION 14-15	\$ 1,549.00
130	GODFREDSEN, ROBERT & JILL	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
131	GOODMAN, LISA	NON PUBLIC TRANSPORTATION 14-15	\$ 280.00
132	GRAINGER INC-	Glass Rods for Fire Alarm/6295407005	\$ 49.96
133	GUERRA, NOEMI	NON PUBLIC TRANSPORTATION 14-15	\$ 742.00
134	GUTSHALL, PEG	NON PUBLIC TRANSPORTATION 14-15	\$ 248.00
135	HALLIGAN, DAVID	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
136	HAPPE, JOSEPH & BETSY	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
137	HARRISON, KELLEY	MILEAGE	\$ 149.50
138	HARRISON, KELLEY	Reimbursement for mileage driven to the	\$ 285.72
139	HEARTLAND AEA 11	5.5" x 8.5" Student Planners	\$ 272.00
140	HEARTLAND AEA 11	SUPPLIES	\$ 160.13
141	HENDRICKS, SARAH	NON PUBLIC TRANSPORTATION 14-15	\$ 1,549.00
142	HILDRETH, RAE	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
143	HOLLAND, CORY	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
144	IMAGING TECHNOLOGIES	Black & White Copies and Prints	\$ 75.62
145	IMAGING TECHNOLOGIES	Color Copies and Prints	\$ 6.25
146	IMAGING TECHNOLOGIES	COPIER CHARGES	\$ 305.77
147	IOWA DIVISION OF LABOR	SERVICES	\$ 1,720.00
148	JOHNSON, SETH & CARA	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
149	JOHNSTON COMMUNITY SCHOOLS	L1 SE Billing	\$ 46,702.77
150	JOHNSTON COMMUNITY SCHOOLS	L2 SE Billing	\$ 9,293.95
151	JOHNSTON COMMUNITY SCHOOLS	L3 SE Billing	\$ 1,680.36
152	JOHNSTONE SUPPLY	Filter Order For MS/3029666	\$ 1,482.25
153	JORGENSEN, JENNIFER	NON PUBLIC TRANSPORTATION 14-15	\$ 1,118.00
154	JULICH, COURTNEY	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
155	KARAIOS, SHAWN	MILEAGE	\$ 16.27
156	KELLY, ARDIS	NON PUBLIC TRANSPORTATION 14-15	\$ 1,549.00

157	KERN, CHRISTINA	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
158	KERR, JANELLE	NON PUBLIC TRANSPORTATION 14-15	\$ 1,549.00
159	KING, STACEY	NON PUBLIC TRANSPORTATION 14-15	\$ 1,054.00
160	KLEIN, BRENDA	NON PUBLIC TRANSPORTATION 14-15	\$ 560.00
161	KOWALSKY, BRANDON	MILEAGE	\$ 309.52
162	KRAUS, JOHN	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
163	LAM, CYNTHIA	NON PUBLIC TRANSPORTATION 14-15	\$ 1,054.00
164	LAM, HANG	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
165	LAM, PHUC	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
166	LAWRENCE, TINA	NON PUBLIC TRANSPORTATION 14-15	\$ 280.00
167	LEFLER, HILDIE	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
168	LEISINGER, AUBREY	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
169	LIGHT THIS PRODUCTIONS-	Audio TEch Work	\$ 300.00
170	LILLY, LYNN	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
171	LINEBACH, MARSHA	NON PUBLIC TRANSPORTATION 14-15	\$ 1,549.00
172	LIVING HISTORY FARMS	ADJ PRICE	\$ (0.05)
173	LIVING HISTORY FARMS	Admission Fee For Living History Farm	\$ 110.55
174	LOWE, WILLIAM	NON PUBLIC TRANSPORTATION 14-15	\$ 280.00
175	MALTBY, KENT	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
176	MCDANIELS, ERIC & HOLLY	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
177	MCDOWELL, NICHOLE	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
178	MCFARLAN, GREG & ANDREA	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
179	MCGONEGLE, JULIE	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
180	MCGRAW HILL EDUCATION	Estimated shipping and handling	\$ 1,669.74
181	MCGRAW HILL EDUCATION	Estimated shipping and handling	\$ 6,587.96
182	MCGRAW HILL EDUCATION	See attached quote number: SRICH-0413201	\$ 23,940.60
183	MCGRAW HILL EDUCATION	Textbooks - See attached quote number: J	\$ 164,474.67
184	MCGUIRE, RENEE & KERRY	NON PUBLIC TRANSPORTATION 14-15	\$ 1,054.00
185	MCMANUS, JACKIE	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
186	MCRHC-OSAGE CLINIC-	Steve Bass Physical	\$ 73.00
187	MENARDS	Cords for Emergency Repairs to Olmsted H	\$ 75.90
188	MENARDS	Supplies For Temporary Repairs to Chille	\$ 45.65
189	METHODIST OCCUPATIONAL HEALTH -	SERVICES	\$ 87.00
190	METRO WEST LEARNING CENTER-	Invoice 17753 TW Consulting Services	\$ 1,425.00
191	METZ, KIMBERLY	NON PUBLIC TRANSPORTATION 14-15	\$ 1,054.00
192	MIDAMERICAN ENERGY-	JENSEN	\$ 21.99
193	MIDAMERICAN ENERGY-	KAREN ACRES	\$ 13.85
194	MIDAMERICAN ENERGY-	VALERIUS	\$ 36.74
195	MORRIS, BRIAN & MARGIE	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
196	MOYLAN, ANN	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
197	MUNRO, MARY	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
198	NAPA GENUINE PARTS	FHP belts/Grease/763798	\$ 84.20
199	NAPA GENUINE PARTS	Truck Part/769298	\$ 46.74
200	NAPA GENUINE PARTS	Tune Up Parts/774002	\$ 67.91
201	NELSON, KIRK & CATHY	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
202	NEWTON, MIKE	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
203	NGUYEN, THANH	NON PUBLIC TRANSPORTATION 14-15	\$ 280.00
204	OKWARAMOI, JAMES	NON PUBLIC TRANSPORTATION 14-15	\$ 807.00
205	O'TOOLE, SHANE	NON PUBLIC TRANSPORTATION 14-15	\$ 1,549.00
206	OTTEN, SHANDA	NON PUBLIC TRANSPORTATION 14-15	\$ 280.00
207	PEARSON, STEPHANIE	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
208	PER MAR-	Repairs to Jensen Fire Alarm/1323135	\$ 64.00

209	PIETIG, PAUL & PATRICIA	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
210	PIPETT, KAREN	NON PUBLIC TRANSPORTATION 14-15	\$ 1,054.00
211	PROEHL, CHAD & SHARI	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
212	RAES, JIM	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
213	RAINEY, JERRY & CAROLYN	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
214	RAINS, HEIDI	NON PUBLIC TRANSPORTATION 14-15	\$ 1,485.00
215	RAMADALLA, WILLIAM	NON PUBLIC TRANSPORTATION 14-15	\$ 1,485.00
216	REINSVOLD, YVONNE	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
217	RHOADS, JAMIE	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
218	RHODE, MICHAEL & RHONDA	NON PUBLIC TRANSPORTATION 14-15	\$ 1,054.00
219	RIEMENSCHNEIDER, SCOTT	NON PUBLIC TRANSPORTATION 14-15	\$ 1,549.00
220	RIESBERG, KIM	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
221	ROBINSON, MALLORY	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
222	SADLER, MICHAEL	NON PUBLIC TRANSPORTATION 14-15	\$ 280.00
223	SAGUN, LISA	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
224	SCHOLTEN, BRENDA	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
225	SCHOON, STEVEN & HELEN	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
226	SCHWEIZER, MIKE	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
227	SEARS, KAMMY	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
228	SEILER, AMY	NON PUBLIC TRANSPORTATION 14-15	\$ 1,054.00
229	SENIVA, SHAWNA	NON PUBLIC TRANSPORTATION 14-15	\$ 1,549.00
230	SIMS, JOHN	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
231	SLATON, RYAN	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
232	SPELLMAN, JACKIE	NON PUBLIC TRANSPORTATION 14-15	\$ 496.00
233	SPILMAN, SARAH	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
234	STELPFLUG, TRACEY	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
235	STEPHENS, CARRIE & BRENDEN	NON PUBLIC TRANSPORTATION 14-15	\$ 1,118.00
236	STEWART, ERIN	NON PUBLIC TRANSPORTATION 14-15	\$ 1,054.00
237	ST. THERESA SCHOOL	NON PUBLIC TRANSPORTATION 14-15	\$ 1,430.37
238	SULLIVAN, HILLARY	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
239	TAYLOR, STEVE & JANICE	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
240	THERMAL SERVICES-	Repairs to MS AHU-3/Labor/833291	\$ 631.25
241	THERMAL SERVICES-	Repairs to MS AHU-3/Parts/833291	\$ 1,060.90
242	THILGES, KATIE	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
243	THRAEN, SCOTT	NON PUBLIC TRANSPORTATION 14-15	\$ 1,054.00
244	TILLGREN, ADAM	NON PUBLIC TRANSPORTATION 14-15	\$ 280.00
245	TOBIAS, CHRIS & LAURIE	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
246	TONEY, DENISE	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
247	TOWERS, KAREN	NON PUBLIC TRANSPORTATION 14-15	\$ 742.00
248	TRAYNOR, ERIC & KRISTI	NON PUBLIC TRANSPORTATION 14-15	\$ 1,054.00
249	TRUONG, KELLY	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
250	URBANDALE COMMUNITY SCHOOLS	Drop out Final Billing	\$ 19,753.92
251	URBANDALE COMMUNITY SCHOOLS	L1 Final Billing	\$ 11,436.60
252	URBANDALE COMMUNITY SCHOOLS	L2 Final Billing	\$ 5,842.64
253	URBANDALE HOT LUNCH	Assorted Cookies for Fine Arts Night - 1	\$ 18.00
254	VANDERLINDEN, ROBERT & CARLA	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
255	VANDE VOORT, HENRY & SARAH	NON PUBLIC TRANSPORTATION 14-15	\$ 280.00
256	VILLOTTI, AUBREY	NON PUBLIC TRANSPORTATION 14-15	\$ 280.00
257	VITALSMARTS-	Conference Registration for Crucial Conv	\$ 49.00
258	WALKER, JEFF & HEATHER	NON PUBLIC TRANSPORTATION 14-15	\$ 1,054.00
259	WALKER, WENDY	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
260	WALLACE, JENNIFER	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00

BOARD MEETING AGENDA  
August 17, 2015 - Special Report #12b

Bill List # 2 for Board Of Directors Meeting August 17, 2015

1	<b>10 - GENERAL</b>		
2	ACE HARDWARE	Electrical Supplies/624463	\$ 34.67
3	ACE HARDWARE	Hardware/624400	\$ 5.00
4	ACE HARDWARE	Hardware/624426	\$ 20.66
5	ACE HARDWARE	Hardware/624428	\$ 8.29
6	ACE HARDWARE	Hardware/624439	\$ 15.00
7	ACE HARDWARE	Hardware/624468	\$ 11.52
8	ACE HARDWARE	Repair Tape/624483	\$ 32.07
9	AHLERS & COONEY, P.C.-	SERVICES	\$ 1,266.50
10	AIR FILTERS SALES/SERVICES	15" Slip On Material/0178349	\$ 218.50
11	ALLEGRA (WAS THE PRINTING STATION)	printing	\$ 97.44
12	ALLEGRA (WAS THE PRINTING STATION)	printing	\$ 2,605.08
13	ALLEGRA (WAS THE PRINTING STATION)	Printing	\$ 3.38
14	ALLEGRA (WAS THE PRINTING STATION)	Printing	\$ 273.76
15	ALLEGRA (WAS THE PRINTING STATION)	Printing	\$ 15.56
16	ALLEGRA (WAS THE PRINTING STATION)	Printing	\$ 14.34
17	ALLEGRA (WAS THE PRINTING STATION)	Printing	\$ 149.56
18	ALLEGRA (WAS THE PRINTING STATION)	SUPPLIES	\$ 353.58
19	ALLIED OIL & TIRE COMPANY	Repairs to brakes and driveline on 96-25	\$ 834.92
20	AMAZON.COM CORPORATE CREDIT	Entre mundos: An Integrated Approach for	\$ 220.24
21	AMAZON.COM CORPORATE CREDIT	Precalculus and Calculus textbooks	\$ 252.59
22	AMAZON.COM CORPORATE CREDIT	SUPPLIES-PO 15006281	\$ 47.01
23	AMAZON.COM CORPORATE CREDIT	Whaley grade books	\$ 52.00
24	AMERICAN MARKING INC	15/16" x 6" Nameplates:Johnson - 1	\$ 345.80
25	AMERICAN MARKING INC	Name Plates for AO Staff	\$ 86.46
26	AMERICAN MARKING INC	various nameplates for new staff and rep	\$ 219.90
27	APPLE, INC -GSX	SATA Cable with front bracket for MacBoo	\$ 45.00
28	APPLE, INC -GSX	Shipping	\$ 6.95
29	APPLE, INC -GSX	Unibody MacBook bottom case screws, 100-	\$ 28.00
30	ARAMARK UNIFORM SERVICES-	SERVICES	\$ 222.62
31	ARAMARK UNIFORM SERVICES-	SERVICES-7/02/15	\$ 229.02
32	ARAMARK UNIFORM SERVICES-	SERVICES-7/16/15	\$ 229.02
33	ARAMARK UNIFORM SERVICES-	SERVICES-7/23/15	\$ 263.62
34	ARAMARK UNIFORM SERVICES-	SERVICES-7/9/15	\$ 330.25
35	ASCD	Select Membership Renewal	\$ 80.10
36	A-TEC RECYCLING INC.-	SERVICES	\$ 834.35
37	ATLANTIC EDUCATION CONSULTANTS	Ready to Learn Classroom Manual	\$ 195.00
38	ATLANTIC EDUCATION CONSULTANTS	Shipping & Handling	\$ 12.00
39	AVAYA COMMUNICATIONS	SERVICES	\$ 4,526.72
40	AVESIS THIRD PARTY ADM.	Adjustment	\$ 695.01
41	AVESIS THIRD PARTY ADM.	Withholding	\$ 1,675.20
42	BARNES & NOBLE	Field trip on 7/30/15 for Summer Reading	\$ 579.72
43	BARNES & NOBLE	teacher planners	\$ 119.60
44	BASS, STEVE	Reimb for Moving Expenses	\$ 2,500.00
45	BMO MASTERCARD	AMAZON-BOOK	\$ 43.98
46	BMO MASTERCARD	AMAZON-BOOK	\$ 43.47
47	BMO MASTERCARD	AMAZON-COUNSELOR	\$ 416.60
48	BMO MASTERCARD	AMAZON-MACBOOK BATTERIES	\$ 649.90
49	BMO MASTERCARD	AMAZON-SURFACE PRO 3S	\$ 2,716.00
50	BMO MASTERCARD	BREAKOUT-BUSINESS CLASS KIT	\$ 114.00
51	BMO MASTERCARD	CASEYS-FOOD-BOARD MTG 7/13/15	\$ 15.84
52	BMO MASTERCARD	CDW-G-ANTIVIRUS SOFTWARE	\$ 2,915.00

53	BMO MASTERCARD	CDW-G-RAM FOR VMWARE SERVERS	\$ 822.60
54	BMO MASTERCARD	DOLLAR TREE-SUPPLIES-SENSORY ACTIVITY	\$ 10.00
55	BMO MASTERCARD	EXPEDIA-CONFERENCE AIR FARE	\$ 2,641.00
56	BMO MASTERCARD	HOME DEPOT-BUILDING SUPPLIES	\$ 196.00
57	BMO MASTERCARD	ID WHOLESALER-ID CARDS	\$ 93.91
58	BMO MASTERCARD	MAC APP STORE-REMOTE DESKTOP SOFTWARE	\$ 79.99
59	BMO MASTERCARD	OFFICE DEPOT-BOXES	\$ 912.45
60	BMO MASTERCARD	OFFICE DEPOT-CREDIT-BOXES	\$ (431.76)
61	BMO MASTERCARD	TARGET-SUPPLIES-REWARDS	\$ 10.00
62	BMO MASTERCARD	WALMART-BOXES	\$ 75.95
63	BROKEN ARROW	Read t-shirts for students and staff for	\$ 348.35
64	BRUCE ENGINE	Sharpen Chain Saw Blades/015791	\$ 143.20
65	CANFIELD, ABBY	MILEAGE	\$ 13.23
66	CAPITAL SANITARY SUPPLY	high school order	\$ 569.00
67	CAPITAL SANITARY SUPPLY	high school supplies order	\$ 216.38
68	CAPITAL SANITARY SUPPLY	order for middle school	\$ 295.70
69	CAPITAL SANITARY SUPPLY	rolling green order	\$ 504.18
70	CAPITAL SANITARY SUPPLY	rolling green supplies	\$ 369.84
71	CAPITAL SANITARY SUPPLY	SUPPLIES	\$ (7.54)
72	CAPITAL SANITARY SUPPLY	SUPPLIES	\$ 7.54
73	CAPITAL SANITARY SUPPLY	supplies for Olmsted	\$ 405.16
74	CAPITAL SANITARY SUPPLY	SUPPLIES-HS-PO 15006688	\$ 113.04
75	CAPITAL SANITARY SUPPLY	SUPPLIES-P.O. 15006567	\$ 146.79
76	CAPITAL SANITARY SUPPLY	SUPPLIES-PO 15006567	\$ 10.54
77	CAPITAL SANITARY SUPPLY	SUPPLIES-RG-PO 15006567	\$ 288.00
78	CENTURYLINK	SERVICES	\$ 436.37
79	CENTURYLINK	SERVICES	\$ 592.81
80	CHEMSEARCH	Drain Cobra Program/1978728	\$ 144.00
81	C.H. MCGUINESS	Replacement TandP Valves for District Wa	\$ 458.40
82	CINTAS CORP	Mat Service at HS July 2015/762394623	\$ 83.16
83	CINTAS CORP	Mat Service at Jensen July 2015/76239462	\$ 22.68
84	CINTAS CORP	Mat Service at MS July 2015/762394624	\$ 52.92
85	CINTAS CORP	Mat Service at Valarius July 2015/762394	\$ 22.68
86	CINTAS CORP	Olmsted W/O Mat Program July/762393102	\$ 37.80
87	CINTAS CORP	Walk Off Mat Program/UHS/762392037	\$ 83.16
88	CINTAS CORP	Walk Off Mat Service/762395587	\$ 30.24
89	CINTAS CORP	Walk Off Mat Service/Jensen/762392039	\$ 22.68
90	CINTAS CORP	Walkoff Mat Service/Olmsted	\$ 37.80
91	CINTAS CORP	Walkoff Mat Service/RG	\$ 37.80
92	CINTAS CORP	Walk Off Mat Service/UMS/762392038	\$ 52.92
93	CINTAS CORP	Walk Off Mat Service Webster	\$ 60.48
94	CLIVE POWER EQUIPMENT	Supplies for Grounds Equipment/558700	\$ 272.78
95	COMMUNICATION INNOVATORS INC	Invoice 76398 - Phone work for AO Remode	\$ 318.75
96	CONTRACT SPECIALTY L.C.	Herbicide/038032	\$ 1,164.80
97	CONTRACT SPECIALTY L.C.	Parking Lot Paint/038028	\$ 903.50
98	CONTROLLED ACCESS-	Repairs to Olmsted Bus Gate/Labor/12134	\$ 338.00
99	CONTROLLED ACCESS-	Repairs to Olmsted Bus Gate/Parts/12134	\$ 771.00
100	COPY SYSTEMS, INC	COPIER CHARGES	\$ 89.20
101	DEMCO, INC.-	10" Caterpillar Glove Puppet	\$ 15.99
102	DEMCO, INC.-	7" Butterfly glove puppet	\$ 15.99
103	DEMCO, INC.-	Labels for barcoding books in Media Cent	\$ 74.52
104	DEMCO, INC.-	Shipping & Handling	\$ 7.95

105	DES MOINES INDUSTRIAL PRODUCTS	Hardware/91680	\$ 51.50
106	DES MOINES IRON AND SUPPLY	Rod Stock for Filter Frames/1059125	\$ 16.80
107	DES MOINES LOCK SERVICE	New ASSA Cylinder for HS/152742	\$ 115.00
108	DES MOINES LOCK SERVICE	Reset Combinations on several Locks/1528	\$ 85.50
109	DES MOINES REGISTER	SERVICES	\$ 1,693.55
110	DES MOINES STAMP MFG CO-	Stamp for Steve Bass Signature	\$ 31.80
111	DIAMOND OIL COMPANY	SERVICES	\$ 2,152.88
112	DIAM PEST CONTROL	SERVICES	\$ 390.00
113	DICKINSON, MACKAMAN, TYLER,-	SERVICES	\$ 271.00
114	DOORS INC	36" Door Sweeps for Olmsted/211285	\$ 47.00
115	DOORS INC	Sweeps and Astrigals/211509	\$ 102.39
116	DURHAM SCHOOL SERVICES-	SERVICES	\$ 3,631.76
117	DURHAM SCHOOL SERVICES-	SERVICES	\$ 1,008.14
118	DURHAM SCHOOL SERVICES-	SERVICES	\$ 1,075.30
119	EARTHWALK	B2B0074 Belkin Tab-Station Store & Charg	\$ 567.00
120	EGAN SUPPLY CO.	custodial supply order for Valerius	\$ 1,605.11
121	EGAN SUPPLY CO.	Gym Floor Resurfacing/231924/WE	\$ 2,396.10
122	EGAN SUPPLY CO.	high school order	\$ 692.63
123	EGAN SUPPLY CO.	high school supplies	\$ 1,987.26
124	EGAN SUPPLY CO.	middle school order	\$ 870.84
125	EGAN SUPPLY CO.	middle school supplies	\$ 1,527.88
126	EGAN SUPPLY CO.	olmsted supplies	\$ 1,963.27
127	EGAN SUPPLY CO.	rolling green	\$ 447.06
128	EGAN SUPPLY CO.	SUPPLIES/CREDIT	\$ -
129	EGAN SUPPLY CO.	SUPPLIES-HS-PO 15006694	\$ 157.36
130	EGAN SUPPLY CO.	SUPPLIES-P.O. 15006569	\$ 39.96
131	ELECTRICAL ENGINEERING & EQUIP	Relay/4375221-00	\$ 75.66
132	EXCEL MECHANICAL CO INC	Code Required Backflow Testing 2015-Jens	\$ 206.00
133	EXCEL MECHANICAL CO INC	Code Required Backflow Testing 2015-KA	\$ 206.00
134	EXCEL MECHANICAL CO INC	Code Required Backflow Testing 2015-WE	\$ 206.00
135	EXCEL MECHANICAL CO INC	Code Required Backflow Testing Olmsted/1	\$ 108.00
136	EXCEL MECHANICAL CO INC	Code Required Backflow Testing RG/103802	\$ 206.00
137	EXCEL MECHANICAL CO INC	Code Required Backflow Testing UMS/10379	\$ 206.00
138	EXCEL MECHANICAL CO INC	Code Required Backflow Testing Valerius/	\$ 304.00
139	EXCEL MECHANICAL CO INC	Code Required Testing/104079	\$ 133.00
140	EXCEL MECHANICAL CO INC	Service Call to RG/Labor/103670	\$ 225.00
141	EXCEL MECHANICAL CO INC	Service Call to RG/Parts/103670	\$ 162.00
142	EXPLORE LEARNING	Discount - per Peter Romando	\$ (299.50)
143	EXPLORE LEARNING	Gizmos Teacher plus Students License- 12	\$ 1,198.00
144	EXPLORE LEARNING	Gizmos Teacher plus Students License- 12	\$ 1,198.00
145	EXPLORE LEARNING	Reflex Site License - 12 months	\$ 2,995.00
146	EXPLORE LEARNING	Reflex Webinar Training - Introduction t	\$ 200.00
147	EXPLORE LEARNING	SITE LICENSE FOR REFLEX MATH	\$ 1,370.84
148	FOLLETT SCHOOL SOLUTIONS-	Precalculus: Graphical, Numeric, Algebra	\$ 85.25
149	FOLLETT SCHOOL SOLUTIONS-	S & H	\$ 8.52
150	FORECAST5-	SERVICES	\$ 7,000.00
151	FORSELLES II PARTNERS-	MWLA Rent for 2015-2016 school year	\$ 6,692.00
152	FRONTLINE PLACEMENT TECHNOLOGIES-	PAY INVUS40808 APPLITRAK	\$ 7,900.00
153	GAGGLE.NET, INC	Quote 610841 - Gaggle Safety Management	\$ 12,150.00
154	GAGGLE.NET, INC	Quote 610842 - Gaggle Archiving for staf	\$ 4,420.00
155	GRAINGER INC-	6" Blower Wheels for Fan Coil Unit/62962	\$ 461.26
156	GRAINGER INC-	Blower Motor/9785652067	\$ 230.63



157	GRAINGER INC-	Smoke Detector for RG/9798695095	\$ 122.86
158	GRAINGER INC-	Utility Knife/1240904757	\$ 28.56
159	GREAT AMERICAN BUSINESS PRODUCTS	parking tags for seniors	\$ 201.00
160	GREAT AMERICAN BUSINESS PRODUCTS	SHIPPING	\$ 15.99
161	GREATER DES MOINES UNITED WAY	Withholding	\$ 184.00
162	GREATER IOWA CREDIT UNION	Withholdings 07/20/2015	\$ 1,900.00
163	GREATER IOWA CREDIT UNION	Withholdings 07/24/2015	\$ 83.60
164	GREATER IOWA CREDIT UNION	Withholdings 08/10/2015	\$ 83.60
165	GROUNDS KEEPER, THE (NEW)-	SERVICES	\$ 5,725.00
166	HALVORSON BUILDING SERVICES-	Service Call for HS Chiller/00216221	\$ 435.00
167	HALVORSON BUILDING SERVICES-	Service Call HS Chiller/00216151/Labor	\$ 1,371.60
168	HALVORSON BUILDING SERVICES-	Service Call HS Chiller/00216151/Parts	\$ 576.66
169	HANDWRITING WITHOUT TEARS	Big Sheet Draw & Write - 100 Sheets	\$ 45.00
170	HANDWRITING WITHOUT TEARS	Color Name Plates	\$ 25.50
171	HANDWRITING WITHOUT TEARS	Double Line Chart Tablet - 2 Per Pack	\$ 57.00
172	HANDWRITING WITHOUT TEARS	Double Line Sentence Strips	\$ 6.95
173	HANDWRITING WITHOUT TEARS	See quote # IA151185 for order of HWT wo	\$ 4,912.60
174	HANDWRITING WITHOUT TEARS	SHIPPING	\$ 25.20
175	HANDWRITING WITHOUT TEARS	Wide Ream - 500 Sheets	\$ 117.50
176	HARCOURT ACHIEVE	ISBN # 13-978-0-15-347295-4 4th grade So	\$ 135.85
177	HARCOURT ACHIEVE	ISBN # 978-0-15-3472794-7 3rd grade soci	\$ 432.00
178	HARCOURT ACHIEVE	SHIPPING	\$ 59.75
179	HEARTLAND AEA 11	Color Copies - Rolling Green Brochure- 2	\$ 28.60
180	HEARTLAND AEA 11	Posters in color not exceed \$75.00	\$ 99.00
181	HEARTLAND AEA 11	SERVICES/SUPPLIES	\$ 1.05
182	HEARTLAND AEA 11	SERVICES/SUPPLIES	\$ 23.10
183	HEARTLAND AEA 11	student planners	\$ 336.00
184	HELP/SYSTEMS-INTERMAPPER (WAS DARTWARE)-	Quote 16363 - InterMapper Unlimited Devi	\$ 656.00
185	HIGGINS PLAZA SERVICE	Oil Change and air fixed on Delivery van	\$ 119.90
186	HIGGINS PLAZA SERVICE	Oil Change on Van	\$ 68.40
187	HIGGINS PLAZA SERVICE	Repair A/C and Tune up on Delivery van	\$ 503.98
188	HIGGINS PLAZA SERVICE	Repair Fuel Tank on Vehicle 00-18831	\$ 647.42
189	HILLTOP TIRE SERVICE	Tires for 00-8831	\$ 598.20
190	HVVEE FOOD STORE - URBANDALE	Administrator Breakfast on 8/11/15	\$ 125.84
191	HVVEE FOOD STORE - URBANDALE	Snacks for ELL summer Program	\$ 22.62
192	HVVEE FOOD STORE - URBANDALE	SUPPLIES	\$ 18.19
193	HVVEE FOOD STORE - URBANDALE	supplies for SE Summer Program	\$ 21.12
194	IMAGING TECHNOLOGIES	COPIER CHARGES	\$ 31.37
195	IMAGING TECHNOLOGIES	COPIER CHARGES	\$ 22.43
196	IMAGING TECHNOLOGIES	COPIER CHARGES	\$ 6.38
197	IMAGING TECHNOLOGIES	Copies for United Way Summer Reading Pro	\$ 11.75
198	IMAGING TECHNOLOGIES	July copies and prints - Black & White	\$ 4.62
199	INDENTICARD SYSTEMS	Badge Holders	\$ 234.00
200	INDENTICARD SYSTEMS	SHIPPING	\$ 23.44
201	INTERSTATE ALL BATTERY CENTER	Batteries for Fire Alarms SLA 1075/19246	\$ 71.96
202	INTERSTATE ALL BATTERY CENTER	Batteries for Fire Alarms SLA 1105	\$ 63.98
203	INTERSTATE ALL BATTERY CENTER	Batteries for HS Floor Scrubber/19246010	\$ 776.40
204	IOWA ASSOCIATION-SCHOOL BOARDS-	Background Checks July 2015	\$ 672.00
205	IOWA ASSOCIATION-SCHOOL BOARDS-	Background Checks June 2015	\$ 288.00
206	IOWA COMMUNICATIONS NETWORK	SERVICES	\$ 1,667.50
207	IOWA QUALITY CENTER, INC.-	2015 Iowa Recognition for Performance Ex	\$ 2,500.00
208	IOWA QUALITY CENTER, INC.-	IRPE Examiner Training - New Examiner Fe	\$ 475.00

209	IOWA QUALITY CENTER, INC.-	IRPE Examiner Training - Returning Exami	\$ 550.00
210	IOWA STATE FAIR	Adult Chaperone Admissions - Iowa State	\$ 400.00
211	IOWA STATE FAIR	Student Admission tickets - Iowa State F	\$ 800.00
212	IOWA WATER MANAGEMENT-	Contracted WaterManagement Service/HS/IN	\$ 435.00
213	IOWA WATER MANAGEMENT-	Contracted Water Management Services/Dis	\$ 400.00
214	IOWA WATER MANAGEMENT-	District Contracted Water Testing Servi	\$ 400.00
215	IOWA WATER MANAGEMENT-	Urbandale High School Chill Water Contra	\$ 435.00
216	IRON MOUNTAIN RECORDS MANAGEMENT-	SERVICES	\$ 172.05
217	JIM SHIPLEY & ASSOCIATES-	Classroom Learning Systems Walk-Through	\$ 68.25
218	JIM SHIPLEY & ASSOCIATES-	Classroom Performance Excellence	\$ 3,731.25
219	JIM SHIPLEY & ASSOCIATES-	Continuous Classroom Improvement 3rd Edi	\$ 348.25
220	JIM SHIPLEY & ASSOCIATES-	School Improvement Planning for Performa	\$ 383.25
221	JIM SHIPLEY & ASSOCIATES-	Shipping	\$ 227.91
222	JIM SHIPLEY & ASSOCIATES-	Student Data Folders/Student-Led Confere	\$ 199.00
223	JIM SHIPLEY & ASSOCIATES-	Systems Check Level III - Classroom	\$ 97.50
224	JIM SHIPLEY & ASSOCIATES-	Systems Check Level III - District	\$ 156.00
225	JOHNSTONE SUPPLY	CREDIT-P.O. 15006789	\$ (526.08)
226	JOHNSTONE SUPPLY	CREDIT-P.O. 16000499	\$ (40.03)
227	JOHNSTONE SUPPLY	Filter Order For HS Building/302966A	\$ 4,234.96
228	JOHNSTONE SUPPLY	Filters/3036842	\$ 58.72
229	JOHNSTONE SUPPLY	Filters/3038271	\$ 57.11
230	JOHNSTONE SUPPLY	Filters/3038994	\$ 14.16
231	JOHNSTONE SUPPLY	Filters/3038996	\$ 80.06
232	JOHNSTONE SUPPLY	Filters For MS/3035839	\$ 94.80
233	JOHNSTONE SUPPLY	Filters For MS/3035860	\$ 196.60
234	JOHNSTONE SUPPLY	HS Filters/3029667	\$ 816.40
235	JOHNSTONE SUPPLY	Insulation Glue/3040052	\$ 20.10
236	JOHNSTONE SUPPLY	Pleated Filters/3035313	\$ 65.52
237	JOHNSTONE SUPPLY	Stock Items for Preventative Maintenance	\$ 27.73
238	JUICEBOX INTERACTIVE-	SERVICES	\$ 2,157.50
239	KARAIDOS, SHAWN	MILEAGE	\$ 15.93
240	LIGHTEDGE SOLUTIONS-	Professional Services - Fortinet Configu	\$ 1,300.00
241	MAIL SERVICES, LLC-	SERVICES	\$ 3,288.61
242	MARCO PRODUCTS, INC	Shipping & Handling	\$ 7.00
243	MARCO PRODUCTS, INC	The Nature of Study Skills & CDs - Grade	\$ 24.95
244	MENARDS	ADD'L ITEMS/CREDIT	\$ -
245	MENARDS	Brass Wire Brush/16352	\$ 2.97
246	MENARDS	Bulbs for Elevator 2/17634	\$ 20.75
247	MENARDS	Concrete Mix/17692	\$ 77.22
248	MENARDS	Downspout for RG/17017	\$ 22.07
249	MENARDS	Expanding Spray Foam/17702	\$ 10.99
250	MENARDS	Grounds Equipment/Tools/17014	\$ 34.99
251	MENARDS	Grounds Supplies/15753	\$ 67.44
252	MENARDS	Grounds Supplies/16880	\$ 58.69
253	MENARDS	Hardware/16887	\$ 27.99
254	MENARDS	Hardware/17963	\$ 8.49
255	MENARDS	Hornet Killer/17814	\$ 9.76
256	MENARDS	Hoses for More Efficient PM on Cooling U	\$ 97.85
257	MENARDS	Maintenance Supplies/15808	\$ 25.94
258	MENARDS	Maintenance Supplies/15854	\$ 7.84
259	MENARDS	More Wasp/Hornet Killer/17821	\$ 17.73
260	MENARDS	Odd Bulbs for RG/17938	\$ 31.50

261	MENARDS	Painting Supplies/15707	\$ 29.90
262	MENARDS	Painting Supplies/16076	\$ 24.66
263	MENARDS	Painting Supplies/17196	\$ 14.88
264	MENARDS	Sidewall Grille/14739	\$ 6.58
265	MENARDS	Supplies/16921	\$ 67.86
266	MENARDS	Supplies for Prventative Maintenance/147	\$ 25.17
267	MENARDS	Supplies for PTO Projects/16354	\$ 83.88
268	MENARDS	Tools/16937	\$ 22.57
269	METRO WEST LEARNING CENTER-	Invoice 17857 Consulting Services For TW	\$ 1,377.50
270	METRO WEST LEARNING CENTER-	Invoice 17920 Consulting Services For TW	\$ 1,282.50
271	METRO WEST LEARNING CENTER-	Invoice 17979 TW Consulting Services	\$ 285.00
272	MIDAMERICAN ENERGY-	A/O	\$ 20.00
273	MIDAMERICAN ENERGY-	A/O	\$ 425.67
274	MIDAMERICAN ENERGY-	HIGH SCHOOL	\$ 34.48
275	MIDAMERICAN ENERGY-	HIGH SCHOOL	\$ 23,183.36
276	MIDAMERICAN ENERGY-	JENSEN	\$ 11.08
277	MIDAMERICAN ENERGY-	JENSEN	\$ 2,234.37
278	MIDAMERICAN ENERGY-	KAREN ACRES	\$ 25.23
279	MIDAMERICAN ENERGY-	KAREN ACRES	\$ 2,676.00
280	MIDAMERICAN ENERGY-	METRO WEST	\$ 10.00
281	MIDAMERICAN ENERGY-	METRO WEST	\$ 402.85
282	MIDAMERICAN ENERGY-	MIDDLE SCHOOL	\$ 6,184.28
283	MIDAMERICAN ENERGY-	OLMSTED	\$ 31.75
284	MIDAMERICAN ENERGY-	OLMSTED	\$ 4,692.42
285	MIDAMERICAN ENERGY-	ROLLING GREEN	\$ 22.51
286	MIDAMERICAN ENERGY-	ROLLING GREEN	\$ 2,789.18
287	MIDAMERICAN ENERGY-	VALERIUS	\$ 35.01
288	MIDAMERICAN ENERGY-	VALERIUS	\$ 3,121.60
289	MIDAMERICAN ENERGY-	WEBSTER	\$ 8,470.32
290	MIDWEST ALARM SERVICES INC	Code Required Fire Testing of Alarms, Ex	\$ 10,132.00
291	MIDWEST ALARM SERVICES INC	Replacement for all extinguishers over 6	\$ 1,807.15
292	NAPA GENUINE PARTS	FHP Belt/914267	\$ 22.18
293	NAPA GENUINE PARTS	FHP Belts for HS/911025	\$ 69.61
294	NAPA GENUINE PARTS	Supplies to Repair Metal Doors/773202	\$ 20.47
295	NAPA GENUINE PARTS	Tail Lamp Bulb/774626	\$ 2.69
296	NATIONAL GEOGRAPHIC LEARNING	See quote # 1020697 for order for MWLA	\$ 364.60
297	NCS PEARSON	Powerschool Support	\$ 19,802.75
298	OFFICE DEPOT-(USE FOR ALL)	10 Panel Desk Reference System	\$ 82.69
299	OFFICE DEPOT-(USE FOR ALL)	1374760 X-Acto Mighty Mike Electric Penc	\$ 10.52
300	OFFICE DEPOT-(USE FOR ALL)	142756 Color Printer Cartridge	\$ 157.98
301	OFFICE DEPOT-(USE FOR ALL)	143960 Post It 3x3 Sticky Note, 65 sheet	\$ 7.89
302	OFFICE DEPOT-(USE FOR ALL)	169771 Black Printer Cartridge	\$ 74.12
303	OFFICE DEPOT-(USE FOR ALL)	233812 Super Sharpie Permanent Markers-P	\$ 11.31
304	OFFICE DEPOT-(USE FOR ALL)	270312 Dixon Pencils, #2 Soft Lead, Box	\$ 8.79
305	OFFICE DEPOT-(USE FOR ALL)	337998 Office Depot Brand Ruled Filler P	\$ 3.26
306	OFFICE DEPOT-(USE FOR ALL)	348037 AA Brand Copy/Printer Paper	\$ 224.94
307	OFFICE DEPOT-(USE FOR ALL)	348048 Pacob Chart Table, 24"x16", 1 1/2	\$ 6.39
308	OFFICE DEPOT-(USE FOR ALL)	456371 Sharpie Flip Chart Markers	\$ 8.09
309	OFFICE DEPOT-(USE FOR ALL)	458411 Astrobrights Bright Colored Cover	\$ 10.84
310	OFFICE DEPOT-(USE FOR ALL)	479673 Heat Laminating Pouches	\$ 179.96
311	OFFICE DEPOT-(USE FOR ALL)	533840 Office Depot Brand Quadriole Pads,	\$ 3.47
312	OFFICE DEPOT-(USE FOR ALL)	631372 Scotch Magic Tape In Dispenser	\$ 2.79

313	OFFICE DEPOT-(USE FOR ALL)	6x9 envelopes 330744	\$ 10.00
314	OFFICE DEPOT-(USE FOR ALL)	808857 OIC Small 3/4" Binder Clips, (box	\$ 1.40
315	OFFICE DEPOT-(USE FOR ALL)	ADD'L SUPPLIES	\$ 2.79
316	OFFICE DEPOT-(USE FOR ALL)	Highlighters 128853	\$ 16.14
317	OFFICE DEPOT-(USE FOR ALL)	Instructional Supplies 2015-2016	\$ 1,114.71
318	OFFICE DEPOT-(USE FOR ALL)	Pencils 733601	\$ 35.92
319	OFFICE DEPOT-(USE FOR ALL)	Pencil sharpener 805564	\$ 124.24
320	OFFICE DEPOT-(USE FOR ALL)	Pens black 181594	\$ 29.40
321	OFFICE DEPOT-(USE FOR ALL)	Pens Blue 181578	\$ 30.40
322	OFFICE DEPOT-(USE FOR ALL)	Plastic Badge Holders with Clips	\$ 159.92
323	OFFICE DEPOT-(USE FOR ALL)	Post it notes 420994	\$ 57.80
324	OFFICE DEPOT-(USE FOR ALL)	post it notes 560097	\$ 16.61
325	OFFICE DEPOT-(USE FOR ALL)	Supplies	\$ 480.71
326	OFFICE DEPOT-(USE FOR ALL)	SUPPLIES	\$ 26.94
327	OFFICE DEPOT-(USE FOR ALL)	Tape 575341	\$ 79.70
328	OFFICE OF CHILD SUPPORT ENFORCEMENT	Withholdings 07/24/2015	\$ 313.00
329	PAY-LESS/EXCEL	3 hole punched white paper	\$ 46.99
330	PAY-LESS/EXCEL	AA batteries	\$ 114.36
331	PAY-LESS/EXCEL	Blue Tape	\$ 36.45
332	PAY-LESS/EXCEL	Calendar refills	\$ 15.57
333	PAY-LESS/EXCEL	Client Ball point pen refill	\$ 8.95
334	PAY-LESS/EXCEL	Correction tape	\$ 99.48
335	PAY-LESS/EXCEL	Dry erase erasers	\$ 77.80
336	PAY-LESS/EXCEL	Dry erase markers	\$ 75.57
337	PAY-LESS/EXCEL	Packing tape	\$ 30.19
338	PAY-LESS/EXCEL	Pens	\$ 12.78
339	PAY-LESS/EXCEL	Rubber Bands	\$ 3.79
340	PAY-LESS/EXCEL	staples	\$ 7.90
341	PAY-LESS/EXCEL	Sticky notes 3x3	\$ 26.37
342	PAY-LESS/EXCEL	Tape	\$ 29.67
343	PAY-LESS/EXCEL	White out	\$ 18.99
344	PEARSON	See attached cost proposal for Magruder'	\$ 12,836.15
345	PERFECTION LEARNING CORPORATION	ISBN # 91720 6th Grade Student Edition -	\$ 382.25
346	PERFECTION LEARNING CORPORATION	ISBN 91758 3rd Grade Student edition- Co	\$ 382.25
347	PERFECTION LEARNING CORPORATION	Revised quote attached, #498872 for H	\$ 9,255.85
348	PERFECTION LEARNING CORPORATION	Shipping	\$ 76.46
349	PHILLIPS' FLOORS INC-	Repairs to North Gym Floor/86519	\$ 570.00
350	PLANBASE INC-	Planbase Hoshin & Scorecard Service	\$ 2,500.00
351	PLANBASE INC-	Planbase Hoshin & Scorecard Service	\$ 6,000.00
352	PREMIER PRODUCTS	student planners for 15-16	\$ 3,107.15
353	PROJECT LEAD THE WAY, INC	PLTW participation fee	\$ 750.00
354	QUILL CORPORATION-	720700 case of paper	\$ 658.00
355	QUILL CORPORATION-	ABC 4'X12' Porcelain Marker Board	\$ 364.99
356	QUILL CORPORATION-	Coupon Code HS9QS26N	\$ (30.00)
357	QUILL CORPORATION-	CREDIT-PO 15005823	\$ (109.99)
358	QUILL CORPORATION-	Dry erase cleaners 901-81803	\$ 42.48
359	QUILL CORPORATION-	Dry erase erasers 901-81505	\$ 11.80
360	QUILL CORPORATION-	Expo markers black 901-8000BK	\$ 56.48
361	QUILL CORPORATION-	Expo markers blue 901-80003BE	\$ 56.48
362	QUILL CORPORATION-	Expo markers Green 215-8004GN	\$ 60.00
363	QUILL CORPORATION-	Expo markers red 901-80002RD	\$ 56.48
364	QUILL CORPORATION-	Glue Sticks 901-E503	\$ 22.79

365	QUILL CORPORATION-	Index cards 901-31	\$ 6.25
366	QUILL CORPORATION-	Instructional Supplies 2015-2016	\$ 611.40
367	QUILL CORPORATION-	Large paper clips 901-P1JG	\$ 50.80
368	QUILL CORPORATION-	Quill Brand Print & Copy Paper - 10 ream	\$ 448.50
369	QUILL CORPORATION-	Staplers 901-79604Q	\$ 42.80
370	QUILL CORPORATION-	SUPPLIES-PO 15005823	\$ 109.99
371	REALLY GOOD STUFF	1st Grade Name Tags	\$ 89.40
372	REALLY GOOD STUFF	Desktop Helpers	\$ 47.40
373	REALLY GOOD STUFF	EZ Read Magnetic Photo Tiles	\$ 39.99
374	REALLY GOOD STUFF	No More Snoozers Pocket Chart Cards	\$ 19.99
375	REALLY GOOD STUFF	Prefix and Suffix Slide and Learns	\$ 19.99
376	REALLY GOOD STUFF	Programmable Clip 'n Track Pocket Chart	\$ 27.99
377	REALLY GOOD STUFF	Regal Reading/Writing Center - Easel	\$ 2,519.91
378	REALLY GOOD STUFF	Royal Reading/Writing Center w/ Tub Pack	\$ 376.19
379	REALLY GOOD STUFF	Sentence Building Activity Set	\$ 29.99
380	REALLY GOOD STUFF	SHIPPING	\$ 38.46
381	REALLY GOOD STUFF	SHIPPING	\$ 352.79
382	REAMS SPRINKLER SUPPLY	Parts for Irrigation/S 1269752.001	\$ 70.35
383	RELIANCE COMM (SCHOOLMESSENGER)	Renewal SchoolMessenger Complete - 12 mo	\$ 9,000.00
384	RELIASTAR LIFE INSURANCE CO.	Adjustment - Life	\$ 94.24
385	RELIASTAR LIFE INSURANCE CO.	Adjustment - LTD	\$ 354.00
386	RELIASTAR LIFE INSURANCE CO.	Adjustment - Vol Life	\$ 748.14
387	RELIASTAR LIFE INSURANCE CO.	Withholding - Life	\$ 1,182.90
388	RELIASTAR LIFE INSURANCE CO.	Withholding - LTD	\$ 2,008.18
389	RELIASTAR LIFE INSURANCE CO.	Withholding - Vol Life	\$ 2,549.51
390	RICOH USA INC (WAS IKON OFFICE)	6 tubes of ink	\$ 92.00
391	RICOH USA INC (WAS IKON OFFICE)	COPIER CHARGES	\$ 326.70
392	RICOH USA INC (WAS IKON OFFICE)	Masters	\$ 261.00
393	ROCHESTER 100, INC.	Nicky's Communicator Folders - Metallic	\$ 230.00
394	ROCHESTER 100, INC.	Nicky's Communicator Folders - Orange	\$ 74.75
395	ROCHESTER 100, INC.	Nicky's Communicator Folders - Yellow	\$ 63.25
396	R & R REALTY GROUP	LEASE A/O-SEPT '15	\$ 5,846.19
397	SAI (SCHOOL ADMINISTRATORS OF IOWA)	Conference Registration for Annual SAI C	\$ 150.00
398	SAI (SCHOOL ADMINISTRATORS OF IOWA)	Fees for SAI conference for Lara Justman	\$ 150.00
399	SAI (SCHOOL ADMINISTRATORS OF IOWA)	Membership Renewal for NAESP	\$ 235.00
400	SAI (SCHOOL ADMINISTRATORS OF IOWA)	Membership Renewal for SAI	\$ 511.00
401	SAI (SCHOOL ADMINISTRATORS OF IOWA)	SAI Annual Conference - August 5 & 6th	\$ 150.00
402	SAI (SCHOOL ADMINISTRATORS OF IOWA)	SAI Membership dues	\$ 511.00
403	SAI (SCHOOL ADMINISTRATORS OF IOWA)	SAI Membership Renewal - S Bass	\$ 1,008.00
404	SCHOLASTIC INC	022-4758 Action Magazines (Books To Deve	\$ 179.80
405	SCHOLASTIC INC	Shipping and Handling	\$ 17.98
406	SCHOOL NURSE SUPPLY, INC.-	Band-Aids - Box of 1200	\$ 207.00
407	SCHOOL NURSE SUPPLY, INC.-	SHIPPING	\$ 19.95
408	SCHOOL OUTFITTERS	SHIPPING	\$ 8.11
409	SCHOOL OUTFITTERS	Switchable Stereo/Mono Classroom Headpho	\$ 140.00
410	SCHOOL SPECIALTY-	082973 (0403-6)	\$ 2.16
411	SCHOOL SPECIALTY-	1473655 (0629-H )	\$ 11.68
412	SCHOOL SPECIALTY-	1481859 0467	\$ 48.44
413	SCHOOL SPECIALTY-	1481863	\$ 2.85
414	SCHOOL SPECIALTY-	323098 (0456-6)	\$ 81.00
415	SCHOOL SPECIALTY INC	6 Subject Lesson Plan	\$ 70.89
416	SCHOOL SPECIALTY INC	9/10 Week Record Book	\$ 27.68

417	SCHOOL SPECIALTY INC	Owl Pellets	\$ 38.99
418	SCHOOL SPECIALTY INC	Teacher Daily Me.o Book	\$ 50.57
419	SOENKE-QUIST, DENA-	SERVICES	\$ 4,625.00
420	STIPEND VENDOR	REFUND-AMBER CREWS	\$ 40.00
421	STORAGEMART #1050	LEASE UNIT 161	\$ 165.92
422	STOREY KENWORTHY CO	rises for library	\$ 3,681.94
423	SUPPLYWORKS (PREV AMSAN)	district order	\$ 1,266.89
424	TAYLOR, JULIA	Reimbursement - Home Depot - cable ties	\$ 20.94
425	THERMAL SERVICES-	Preliminary work on Webster Chiller/Labo	\$ 808.00
426	THERMAL SERVICES-	Preliminary work on Webster Chiller/Mate	\$ 955.31
427	THERMAL SERVICES-	Service Call Webster RACU/834798/Labor	\$ 277.75
428	THERMAL SERVICES-	Service Call Webster RACU/834798/Parts	\$ 50.32
429	TONER PLACE, THE	Toner	\$ 293.75
430	TONER PLACE, THE	Toner	\$ 251.25
431	TONER PLACE, THE	Toner	\$ 260.00
432	TONER PLACE, THE	Toner	\$ 68.25
433	UE LOCAL 893	Withholdings 07/24/2015	\$ 172.50
434	UE LOCAL 893	Withholdings 08/10/2015	\$ 172.50
435	URBANDALE CHAMBER OF COMMERCE	Chamber Business Luncheon Membership Mee	\$ 20.00
436	URBANDALE EDUCATION ASSOCIATION	Withholdings 07/20/2015	\$ 9,936.42
437	URBANDALE SWIM POOL	MS/HS ESL Swim Lessons 7/7/15-7/9/15	\$ 360.00
438	URBANDALE WATER UTILITY	WATER/SEWER	\$ 131.89
439	URBANDALE WATER UTILITY	WATER/SEWER	\$ 170.96
440	URBANDALE WATER UTILITY	WATER/SEWER	\$ 337.80
441	URBANDALE WATER UTILITY	WATER/SEWER	\$ 119.80
442	URBANDALE WATER UTILITY	WATER/SEWER	\$ 137.70
443	URBANDALE WATER UTILITY	WATER/SEWER	\$ 269.80
444	URBANDALE WATER UTILITY	WATER/SEWER	\$ 271.48
445	URBANDALE WATER UTILITY	WATER/SEWER	\$ 1,393.84
446	U.S. CELLULAR	SERVICES	\$ 3,565.50
447	U.S. DEPARTMENT OF EDUCATION	Withholdings 07/20/2015	\$ 476.46
448	US-GAMES-	6' Jump Ropes	\$ 9.15
449	US-GAMES-	7' Jump Ropes	\$ 9.95
450	US-GAMES-	Clip-on Cone Sign	\$ 19.99
451	US-GAMES-	Cone Sign Holder	\$ 3.99
452	US-GAMES-	Footballs	\$ 53.59
453	US-GAMES-	Low Profile Cones - orange	\$ 20.78
454	US-GAMES-	Portable Ball Locker	\$ 224.01
455	US-GAMES-	Sidewalk Chalk	\$ 15.99
456	US-GAMES-	Small Jr Sz Basketballs	\$ 50.39
457	US-GAMES-	Small Playground Balls	\$ 24.79
458	US-GAMES-	Soccerballs	\$ 84.80
459	US-GAMES-	Sz 4 soft Soccerballs	\$ 68.79
460	US-GAMES-	Voit Enduro Balls	\$ 108.00
461	US-GAMES-	Voit Int Basketballs	\$ 36.76
462	US-GAMES-	Voit Jr Sz Basketballs	\$ 36.76
463	US-GAMES-	Wire Carrier	\$ 3.99
464	VAN WALL EQUIP (PREV GREAT AM OUTDOOR)	John Deere Parts/97847	\$ 102.74
465	VARITRONICS-	Blue on White poster paper	\$ 399.80
466	VARITRONICS-	shipping	\$ 12.03
467	VIERLING, KELLY D'ANN	Withholdings 07/20/2015	\$ 636.24
468	VILLAGE BLACKSMITH-	Custom Kickplates/13320	\$ 150.00

469	WASTE CONNECTIONS OF DM	SERVICES	\$ 99.63
470	WASTE MANAGEMENT OF IOWA	SERVICES	\$ 4,274.36
471	WEEKLY READER/SCHOLASTIC	ISBN # WR601-163 Map Skills	\$ 267.30
472	WEEKLY READER/SCHOLASTIC	ISBN # WR603-163 Map Skills	\$ 267.30
473	WEEKLY READER/SCHOLASTIC	Shipping	\$ 48.12
474	WEIDENHAMMER SYSTEMS CORP.	Alio Maintenance	\$ 26,083.68
475	WELLMARK	Claims Processing Fee	\$ 750.00
476	WELLS FARGO CORPORATE CARD	ADJ PRICING	\$ (3.80)
477	WELLS FARGO CORPORATE CARD	Business Cards for Mitzi Schoening & Ste	\$ 31.09
478	WELLS FARGO CORPORATE CARD	Business Cards for Steve Bass	\$ 14.98
479	WELLS FARGO CORPORATE CARD	Computers and cases for Maintenance/	\$ 2,969.95
480	WELLS FARGO CORPORATE CARD	Fabric Markers	\$ 21.96
481	WELLS FARGO CORPORATE CARD	Horse Camp Celebration Lunch	\$ 26.00
482	WELLS FARGO CORPORATE CARD	Michele Hamilton & Christy Stroope To At	\$ 133.84
483	WELLS FARGO CORPORATE CARD	SERVICES	\$ 316.80
484	WELLS FARGO CORPORATE CARD	SERVICES	\$ 5.49
485	WELLS FARGO CORPORATE CARD	Shipping and Handling	\$ 21.92
486	WELLS FARGO CORPORATE CARD	Supplies	\$ 13.41
487	WEST MUSIC COMPANY	Rise Sally Rise book and CD	\$ 29.00
488	WEX BANK (WAS FLEET SVCS/WRIGHT EXP)	SERVICES	\$ 1,286.03
489	WINDSTAR LINES-	CHARTER - SOFTBALL TO FT DODGE 7.20.15 (	\$ 765.00
490	WINDSTAR LINES-	CHARTER - SOFTBALL TO FT DODGE 7.22.15 (	\$ 1,232.00
491	WINDSTREAM-	SERVICES	\$ 2,556.84
492	WOODMAN INC-	Service Call/ Labor	\$ 1,000.00
493	WOODMAN INC-	Tech Support Program Material Fund/PM08N	\$ 950.00
494	WT COX SUBSCRIPTIONS-	See attached for renewal #203454 for ord	\$ 93.80
495	<b>10 - GENERAL</b>	<b>** Fund Total **</b>	<b>\$ 396,854.29</b>
496			
497	<b>21 - STUDENT ACTIVITY</b>		
498	ALLEGRA (WAS THE PRINTING STATION)	Printing	\$ 24.23
499	AMERICA'S BEST, INC.	Marching Band T-Shirts	\$ 700.00
500	ANTOLIK, RYAN-	OFFICIAL - 10TH BASEBALL DH 7.13.15	\$ 100.00
501	BIRDWELL, GARY	Team Camp Mileage	\$ 180.55
502	BMO MASTERCARD	HYVEE-WATER-STUDENTS-PARADE	\$ 20.00
503	BMO MASTERCARD	JW PEPPER-SHEET MUSIC	\$ 119.89
504	BMO MASTERCARD	UCA-CHEEER CAMP	\$ 4,188.00
505	BMO MASTERCARD	UCA-CHEER CAMP	\$ 5,714.00
506	BROWN, DAMON-	Studio Show Choir Choreographer: Septemb	\$ 2,200.00
507	CATTLEMEN'S BEEF QUARTER	Staff and Student lunches - Iowa State F	\$ 1,425.00
508	CIML	CIC Dues	\$ 159.59
509	CIML	League Dues	\$ 2,213.00
510	COE COLLEGE JAZZ SUMMIT	ENTRY FEE: Coe College Jazz Summit (2 ba	\$ 300.00
511	COPY SYSTEMS, INC	COPIER CHARGES	\$ 0.08
512	CUSTOM ARRANGEMENTS LLC-	Show Choir Arrangement: Addicted to Love	\$ 250.00
513	CUSTOM ARRANGEMENTS LLC-	Show Choir Arrangement: Sweet Dreams	\$ 200.00
514	DALLAS CENTER-GRIMES SCHOOL DIST	ENTRY FEE - VARSITY SOFTBALL TOURNAMENT	\$ 60.00
515	EASLEY, DANIEL-	OFFICIAL - 9TH BASEBALL DH 7.13.15	\$ 100.00
516	HAGENBERG, ELAINE-	Comissioned Choral Composition Deposit	\$ 750.00
517	HAMMEN, JOSEPH-	Announcing	\$ 150.00
518	HEKTER, DAVID-	Supervision	\$ 48.00
519	IMAGING TECHNOLOGIES	COPIER CHARGES	\$ 1,006.27
520	IOWA GIRLS HS ATHLETIC UNION	Regional Softball Gates	\$ 6,624.00

521	IOWA HS SPEECH ASSOCIATION	Membership	\$ 50.00
522	IOWA SPORTS SUPPLY	12 sets Of VKP-SK Knee Pads Schutt	\$ 74.40
523	IOWA SPORTS SUPPLY	20 Each Tachikara SV18L	\$ 639.80
524	IOWA SPORTS SUPPLY	20 sets of Hip Pads HD Hip Pads Schutt	\$ 191.80
525	IOWA SPORTS SUPPLY	24- white Belts	\$ 30.96
526	IOWA SPORTS SUPPLY	300 Cleates 6 Bags of 50	\$ 39.30
527	IOWA SPORTS SUPPLY	4- QB Exchange QBT \$99.95 each	\$ 399.80
528	IOWA SPORTS SUPPLY	5- pocket girdles \$16.25	\$ 81.95
529	IOWA SPORTS SUPPLY	Football Pants - Adult (10 S, 10 M, 10 L	\$ 705.00
530	IOWA SPORTS SUPPLY	Football Pants - Youth (10 YL)	\$ 200.00
531	IOWA SPORTS SUPPLY	Game Balls - TF VB5 - 4	\$ 190.20
532	IOWA SPORTS SUPPLY	Line Judge Flags - 2 sets	\$ 21.40
533	IOWA SPORTS SUPPLY	Practice Jerseys - 30 Navy with White Nu	\$ 480.00
534	IOWA SPORTS SUPPLY	Practice Jerseys - 30 white with Navy Nu	\$ 480.00
535	IOWA SPORTS SUPPLY	SHIPPING	\$ 30.40
536	IOWA SPORTS SUPPLY	SHIPPING	\$ 20.00
537	IOWA SPORTS SUPPLY	SHIPPING	\$ 81.40
538	IOWA SPORTS SUPPLY	SHIPPING	\$ 26.85
539	IOWA SPORTS SUPPLY	Spalding Antennaes - 2 pair	\$ 208.00
540	IOWA SPORTS SUPPLY	Spalding Net Antenna 408-046	\$ 416.00
541	IOWA SPORTS SUPPLY	Spalding TFVB5 Volleyballs	\$ 288.00
542	IOWA SPORTS SUPPLY	Tachikara BCHAM Cart	\$ 201.50
543	IOWA SPORTS SUPPLY	Tachikara SV18L Volleyballs	\$ 1,725.30
544	IOWA SPORTS SUPPLY	TDY Footballs - Leather	\$ 800.00
545	JEFFERSON HIGH SCHOOL	Show Choir Invitational Registration	\$ 350.00
546	JOHNSTON HIGH SCHOOL VOCAL MUSIC	Registration for the MS Show Choir to pe	\$ 250.00
547	JW PEPPER & SONS, INC.	Factory Riffs by Matt Conaway	\$ 78.00
548	JW PEPPER & SONS, INC.	Fantasia on the Dargason by Gustav Holst	\$ 60.00
549	JW PEPPER & SONS, INC.	Hold On Sheet Music	\$ 123.75
550	JW PEPPER & SONS, INC.	In These Delightful Pleasant Groves Shee	\$ 202.50
551	JW PEPPER & SONS, INC.	Johnny Schmoker Sheet Music	\$ 87.75
552	JW PEPPER & SONS, INC.	Let Freedom Ring by Darren Jenkins	\$ 45.00
553	JW PEPPER & SONS, INC.	March from First Suite for Military Band	\$ 122.00
554	JW PEPPER & SONS, INC.	March of the Champions by Timothy Loest	\$ 80.00
555	JW PEPPER & SONS, INC.	March to Buckingham Palace by Mekel Roge	\$ 45.00
556	JW PEPPER & SONS, INC.	Mr. Lucky by Henry Mancini	\$ 40.00
557	JW PEPPER & SONS, INC.	O Hear the Joyful Music Sheet Music	\$ 202.50
558	JW PEPPER & SONS, INC.	Requiem Sheet Music	\$ 547.25
559	JW PEPPER & SONS, INC.	Rippling Watercolors by Brian Balmages	\$ 50.00
560	JW PEPPER & SONS, INC.	Selkie by Johnnie Vinson	\$ 45.00
561	JW PEPPER & SONS, INC.	Serenade by Robert Sheldon	\$ 49.00
562	JW PEPPER & SONS, INC.	Shipping	\$ 37.99
563	JW PEPPER & SONS, INC.	Soon Ah Will Be Done Sheet Music	\$ 123.75
564	JW PEPPER & SONS, INC.	Southwind by Michael Sweeney	\$ 45.00
565	KELLY, MICHAEL-	OFFICIAL - VARSITY BASEBALL 7.14.15	\$ 67.50
566	KIRK, THOMAS-	MILEAGE - 41 MILES AT CONFERENCE RATE OF	\$ 18.45
567	KIRK, THOMAS-	OFFICIAL - VARSITY BASEBALL DH 7.10.15	\$ 115.00
568	KRAMER, JARED-	OFFICIAL - VARSITY BASEBALL DH 7.10.15	\$ 115.00
569	LEACH, GREGORY-	OFFICIAL - 10TH BASEBALL DH 7.10.15	\$ 100.00
570	LEONHART, JOHN-	OFFICIAL - 10TH BASEBALL DH 7.10.15	\$ 100.00
571	LIPPER, KIM-	OFFICIAL - 10TH BASEBALL DH 7.13.15	\$ 100.00
572	MACDOUGALL, ROBERT SCOTT-	Weight Room Supervision	\$ 1,008.00



573	MACDOUGALL, ROBERT SCOTT-	Weight Room Supervision	\$ 138.00
574	MAKEMUSIC, INC.	SmartMusic: Educator Subscription	\$ 140.00
575	MAKEMUSIC, INC.	SmartMusic: Student Subscription	\$ 200.00
576	MILLARD WEST HIGH SCHOOL	"Singsation" Show Choir Competition Regi	\$ 500.00
577	NEFF COMPANY, THE-	CHENILLE LETTER - U	\$ 554.00
578	NEFF COMPANY, THE-	METAL SERVICE PINS	\$ 217.50
579	NEFF COMPANY, THE-	SHIPPING	\$ (19.00)
580	NIACC VOCAL MUSIC	Border Bash Show Choir Competition Regis	\$ 500.00
581	OFFICE DEPOT-(USE FOR ALL)	IN STORE PURCHASE - TRN 3376	\$ 22.17
582	OFFICE DEPOT-(USE FOR ALL)	ONLINE ORDER FROM OFFICE DEPOT (MISC. OF	\$ 1,220.38
583	PREMIER PRODUCTS	shipping	\$ 256.00
584	PREMIER PRODUCTS	Student Agendas	\$ 1,482.00
585	RIDDELL ALL-AMERICAN	Football equipment reconditioning	\$ 4,619.69
586	RODENBERG, ISAAC-	OFFICIAL - 9TH BASEBALL 7.7.15	\$ 50.00
587	SAMS, PAUL-	OFFICIAL - 9TH BASEBALL DH 7.13.15	\$ 100.00
588	SCHMITZ, JONATHON-	Weight Room Supervision	\$ 318.00
589	SCRIMAGER, BRIAN-	OFFICIAL - VARSITY BASEBALL 7.14.15	\$ 67.50
590	SEALS, WILLIAM-	Announcing	\$ 50.00
591	SQUAREPLAY ENTERTAINMENT-	Show Choir Arrangement: Gotta Lotta Livi	\$ 490.80
592	STANBURY UNIFORMS, INC	Stanbury quote for 2 complete Drum Major	\$ 729.28
593	SWCC	BBB Team Camp	\$ 150.00
594	SYNERGY DANCE LLC-	Synergy Dance Payment	\$ 1,000.00
595	SYNERGY DANCE LLC-	Travel Expenses	\$ 520.00
596	TONER PLACE, THE	Toner & Cards	\$ 825.00
597	TRESONA MULTIMEDIA LLC-	Show Choir Arrangement License: Every Ro	\$ 235.00
598	TRESONA MULTIMEDIA LLC-	Show Choir Arrangement License: Total Ec	\$ 235.00
599	TRESONA MULTIMEDIA LLC-	Show Choir Arrangement License: You're t	\$ 235.00
600	TRESONA MULTIMEDIA LLC-	Show Choir Custom Arrangement License: A	\$ 235.00
601	TRESONA MULTIMEDIA LLC-	Show Choir Custom Arrangement License: I	\$ 235.00
602	TRESONA MULTIMEDIA LLC-	Show Choir Custom Arrangement License: N	\$ 235.00
603	TRESONA MULTIMEDIA LLC-	Show Choir Custom Arrangement License: T	\$ 235.00
604	TRUE PITCH INC	Baseball Clay	\$ 440.00
605	ULINE	WHITE VINYL FLOOR TAPE (3M 472)	\$ 679.37
606	URBANDALE, CITY OF	POLICE - BASEBALL & SOFTBALL 7.1.15 (INV	\$ 121.30
607	URBANDALE, CITY OF	POLICE - BASEBALL & SOFTBALL 7.1.15 (INV	\$ 121.30
608	URBANDALE, CITY OF	POLICE - BASEBALL/SOFTBALL 7.14.15	\$ 60.65
609	URBANDALE, CITY OF	POLICE - BASEBALL/SOFTBALL 7.14.15	\$ 60.65
610	WALSH, RICHARD-	8 Tennis Racquets and Grip	\$ 1,233.90
611	WELLS FARGO	Cash for Gate Boxes for Fall Sports - Ne	\$ 3,000.00
612	<b>21 - STUDENT ACTIVITY</b>	<b>** Fund Total **</b>	<b>\$ 59,616.60</b>
613			
614	<b>22 - MANAGEMENT LEVY</b>		
615	AVESIS THIRD PARTY ADM.	Retirees	\$ 116.29
616	<b>22 - MANAGEMENT LEVY</b>	<b>** Fund Total **</b>	<b>\$ 116.29</b>
617			
618	<b>33 - SALE TAX FUND</b>		
619	AHLERS & COONEY, P.C.-	SERVICES	\$ 1,875.00
620	BLOODGOOD CONSTRUCTION SERVICES-	SERVICES	\$ 5,350.00
621	GRAINGER INC-	Box Tape	\$ 14.21
622	GRAINGER INC-	Moving Boxes for Construction	\$ 189.50
623	JT CONCRETE, INC.	Concrete add at doors to keep kids out o	\$ 2,000.00
624	JT CONCRETE, INC.	Repairs to concrete at HS Main Entrance/	\$ 4,500.00

625	JT CONCRETE, INC.	Repairs to Service Drive at HS/909	\$ 6,512.20
626	PHILLIPS' FLOORS INC-	Complete Resurface of South Gym Floor/86	\$ 22,167.00
627	<b>33 - SALE TAX FUND</b>	<b>** Fund Total **</b>	<b>\$ 42,607.91</b>
628			
629	<b>36 - PHY PLANT &amp; EQ LEVY</b>		
631	CAMCOR, INC.-	Elmo TT-12iD Document Camera	\$ 10,128.78
632	COMMUNICATION INNOVATORS INC	Quote 26114 - 27x Altitude 4620 access p	\$ 13,811.94
633	<b>36 - PHY PLANT &amp; EQ LEVY</b>	<b>** Fund Total **</b>	<b>\$ 23,940.72</b>
634			
635	<b>61 - SCHOOL NUTRITION</b>		
636	ANDERSON ERICKSON DAIRY	Milk invoices for July	\$ 283.46
637	BMO MASTERCARD	BRIO TUSCAN GRILL-LUNCH-CONFERENCE	\$ 43.86
638	BMO MASTERCARD	EXPRESS SHUTTLE-HOTEL TRANSPORTATION	\$ 16.00
639	BMO MASTERCARD	GREAT WRAPS-BREAKFAST-TRAVEL	\$ 7.54
640	BMO MASTERCARD	LITTLE AMERICAN HOTEL-ROOMS-CONFERENCE	\$ 1,841.10
641	BMO MASTERCARD	MAXWELLS-BREAKFAST-CONFERENCE	\$ 41.75
642	BMO MASTERCARD	MCDONALDS-LUNCH-CONFERENCE	\$ 7.57
643	BMO MASTERCARD	RED LION-DINNER-CONFERENCE	\$ 22.15
644	BMO MASTERCARD	RICH'S-DINNER-CONFERENCE	\$ 69.02
645	BMO MASTERCARD	SIGNS NOW-TRUCK WRAP	\$ 2,301.13
646	BMO MASTERCARD	SQUATTERS-DINNER-CONFERENCE	\$ 31.00
647	BMO MASTERCARD	SUPER SHUTTLE-TRAVEL TRANSPORTATION	\$ 67.20
648	BMO MASTERCARD	US AIRWAYS-LUGGAGE FEE	\$ 100.00
649	BMO MASTERCARD	US BANK SUPPLY-DEPOSIT BAGS	\$ 355.21
650	BOSTON, JOSEPH	Reimbursement for meals and transportati	\$ 128.75
651	GOODWIN TUCKER GROUP-	Repair of tilt skillet @ HS Invoice #000	\$ 284.00
652	HEARTLAND AEA 11	Printing Invoice #'s 110157,	\$ 898.50
653	HEARTLAND PAYMENT SYSTEMS, INC-	Start of Year Remote Service Invoice #H	\$ 400.00
654	HOBART CORPORATION	Curtains for dishwasher at HS Invoice #6	\$ 366.93
655	LOFFREDO FRESH PRODUCE CO.	Invoice for Produce #'s 5774162, 5775839	\$ 668.01
656	MARTIN BROTHERS DISTRIBUTING	Chemical Partial Invoice # 5782861	\$ 274.11
657	MARTIN BROTHERS DISTRIBUTING	Food Products Partial Invoice E's 578286	\$ 1,510.99
658	MARTIN BROTHERS DISTRIBUTING	Paper Partial Invoice # 5779922	\$ 56.97
659	RAPIDS	Equipemnt Invoice #'s 0790162, 0790161,	\$ 343.71
660	SCHOOL NUTRITION ASSOCIATION	Level # Certificate for Sara Salvini	\$ 13.00
661	SCHOOL NUTRITION ASSOCIATION	Sara Salvini's Membership renewal Notice	\$ 37.50
662	SIGNS NOW!	Remainin bill for wrap of truck invoice	\$ 2,301.12
663	STIPEND VENDOR	REFUND-CHARLOTTE STOLE	\$ 21.65
664	STIPEND VENDOR	REFUND-LUCY NYAMU	\$ 11.05
665	STIPEND VENDOR	REFUND-SWETHA JANNU	\$ 45.00
666	SYSKO FOOD SERVICES OF IOWA	Cleaning and cooking equipment invoice #	\$ 963.80
667	VILLAGE BLACKSMITH-	Welding of whisk & carts Invoice #13319	\$ 145.00
668	<b>61 - SCHOOL NUTRITION</b>	<b>** Fund Total **</b>	<b>\$ 13,657.08</b>
669			
670	<b>62 - CHILD CARE</b>		
671	ALLEGRA (WAS THE PRINTING STATION)	Printing	\$ 170.49
672	BMO MASTERCARD	DOLLAR TREE-SUMMER SUPPLIES	\$ 28.00
673	BMO MASTERCARD	HOBBY LOBBY-SUMMER SUPPLIES	\$ 60.91
674	BMO MASTERCARD	NORTHWEST POOL-FIELD TRIP	\$ 46.00
675	BMO MASTERCARD	TARGET-SUMMER SUPPLIES	\$ 53.83
676	BMO MASTERCARD	TEACHING STRATEGIES-GOLD SUBSCRIPTION	\$ 2,299.00

677	BMO MASTERCARD	WALMART-SUMMER SUPPLIES	\$ 167.53
678	DURHAM SCHOOL SERVICES-	SERVICES	\$ 3,255.80
679	HILAND DAIRY FOODS	Highland Dairy Invoice 4627410, 4627440	\$ 124.17
680	HVVEE FOOD STORE - URBANDALE	Milk	\$ 41.50
681	JUMPBUNCH OF CENTRAL IA-	Presentation 7/16/15	\$ 108.00
682	SAM'S CLUB	CREDIT	\$ (27.64)
683	SAM'S CLUB	Snack and Supplies	\$ 188.75
684	SAM'S CLUB	Summer Snack	\$ 1,321.43
685	SKATE NORTH INCREDIROLL	Field Trip July 21st	\$ 350.00
686	S & S WORLDWIDE	Summer Supplies	\$ 7.47
687	<b>62 - CHILD CARE</b>	<b>** Fund Total **</b>	<b>\$ 8,195.24</b>
688			
689	<b>64 - BUILDING TRADES</b>		
690	BMO MASTERCARD	CREDIT-SALES TAX	\$ (48.84)
691	BMO MASTERCARD	S DALLAS CO LANDFILL-DUMPING	\$ 120.00
692	EVER GREENE SODDING & LANDSCAPING-	Service	\$ 5,281.50
693	FACTORY DIRECT APPLIANCE	Services	\$ 100.44
694	KAMEN GRANITE & MARBLE TOPS	Service on House Project	\$ 763.59
695	MIDAMERICAN ENERGY-	HOUSE BUILD-4027 139TH ST	\$ 57.12
696	SCHNOOR-COMES, PAULA-	SERVICES	\$ 1,500.00
697	SHERWIN-WILLIAMS	Paint and Supplies	\$ 23.88
698	STEVEN BURNS FLOORING-	SERVICES	\$ 1,025.00
699	URBANDALE, CITY OF	SERVICES	\$ 50.00
700	URBANDALE WATER UTILITY	WATER/SEWER	\$ 258.70
701	<b>64 - BUILDING TRADES</b>	<b>** Fund Total **</b>	<b>\$ 9,131.39</b>
702			
703	<b>65 - COMMUNITY EDUCATION</b>		
704	AUGUSTINE, ALEX-	BBB Camp Work	\$ 15.00
705	BMO MASTERCARD	AMAZON-COMMUNITY THEATER COSTUMES	\$ 46.47
706	BMO MASTERCARD	RESTORE-PAINT	\$ 87.50
707	BOGGESS, EILEEN-	UCT Reimbursement	\$ 33.27
708	BOWERMAN, CHANDLER-	Band Lessons	\$ 198.00
709	BRUNDAGE, CHASE-	BBB Camp Work	\$ 15.00
710	BURKE, GWYNNE-	UCT Payment for Services	\$ 2,000.00
711	BURKE, GWYNNE-	UCT Reimbursement	\$ 254.32
712	CROW, ELI-	BBB Camp Work	\$ 15.00
713	DAY, STEPHEN-	Band Lessons	\$ 684.00
714	DECKER SPORTING GOODS	Mouthpieces	\$ 684.00
715	FORDYCE, SHANDA-	Band Lessons	\$ 558.00
716	FRIEDRICHSEN, CADE-	BBB Camp Work	\$ 120.00
717	GRAPHIC EDGE, THE	Camp Reorder 906218	\$ 50.44
718	GRAPHIC EDGE, THE	SCS 876567	\$ 342.38
719	GRAPHIC EDGE, THE	SCS Order 876668	\$ 427.46
720	GRAPHIC EDGE, THE	SCS Order 876669	\$ 747.53
721	GRAPHIC EDGE, THE	SCS Order 902588	\$ 283.83
722	GRAPHIC EDGE, THE	SCS Order 905383	\$ 894.97
723	GRAPHIC EDGE, THE	SCS Order 908049	\$ 63.43
724	GRAPHIC EDGE, THE	SCS Shirts - Order 902890	\$ 293.40
725	GRAPHIC EDGE, THE	Soccer Shirt Reorder	\$ 84.26
726	HAMMOND, ELLEN	UCT Reimbursement	\$ 61.85
727	HANCOCK FABRICS	UCT USE	\$ 204.08
728	HART, KYLE-	BBB Camp	\$ 120.00

729	IOWA CIRCUS ACADEMY-LAURA ERNST-	Iowa Circus Academy	\$ 510.00
730	JOHNSON, JOSHUA-	Band Lessons	\$ 108.00
731	MENARDS	CREDIT	\$ (559.92)
732	MENARDS	CREDIT	\$ (14.34)
733	MENARDS	UCT Purchases	\$ 95.60
734	MENARDS	UCT Supplies	\$ 11.13
735	MILLER, TREVOR-	BBB Camp	\$ 135.00
736	NEFF COMPANY, THE-	Youth Football Decal Order	\$ 507.80
737	PATTISON, WILLIAM-	BBB Camp Work	\$ 15.00
738	PURCELL, GARRETT-	BBB Camp Work	\$ 15.00
739	SCHMITZ, JONATHON-	BBB Camp Work	\$ 3,709.66
740	SMITH, DARIEN-	BBB Camp	\$ 135.00
741	SMITH JONES, SHAWN ARTHUR-	UCT Choreography	\$ 1,000.00
742	SPANGLER, PAM	UCE Course Refund	\$ 80.00
743	THEATRICAL SHOP	UCT Purchases	\$ 449.57
744	THEATRICAL SHOP	UCT Use	\$ 103.52
745	THOMPSON, KELLY	UCT Reimbursement	\$ 42.65
746	THOMSON, JACQUELINE GWEN-	Voice Lessons	\$ 1,058.00
747	WASHINGTON, BRAYDEN-	BBB Camp	\$ 120.00
748	WITKE, JARED-	BBB Camp Work	\$ 90.00
749	WITT, JEANNE-	Band Lessons	\$ 324.00
750	YOUTH TECH INC-	Youth Tech Courses	\$ 709.75
751	<b>65 - COMMUNITY EDUCATION</b>	<b>** Fund Total **</b>	<b>\$ 16,929.61</b>
752			
753	<b>71 - SELF-INSURANCE FUND</b>		
754	MARK J. BECKER & ASSOCIATES, LLC-	SERVICES	\$ 906.50
755	UNITED STATES TREASURY	2014 720-V-4th QTR-42-6039212	\$ 1,848.00
756	UNITED STATES TREASURY	2015 720-V-2ND QTR-42-6039212	\$ 2,047.00
757	<b>71 - SELF-INSURANCE FUND</b>	<b>** Fund Total **</b>	<b>\$ 4,801.50</b>
758			
759	<b>91 - AGENCY</b>		
760	BMO MASTERCARD	NASP-HOMEWORK BOOK	\$ 80.00
761	BROKEN ARROW	KA tshirts	\$ 603.20
762	COMPETITIVE EDGE ADVERTISING	Value Bab Nylon cinch bag	\$ 376.00
763	EXPLORE LEARNING	SITE LICENSE FOR REFLEX MATH	\$ 1,524.66
764	LEARNING POST, THE	Various teachers	\$ 783.88
765	REALLY GOOD STUFF	160103aka student boxes for classroom	\$ 136.77
766	SOMETHING UNIQUE INC	T-Shirts	\$ 571.90
767	TIME FOR KIDS	2nd Grade Time for Kids Subscription	\$ 223.00
768	WELLS FARGO	Cash box (open house spirit wear sales)	\$ 300.00
769	<b>91 - AGENCY</b>	<b>** Fund Total **</b>	<b>\$ 4,599.41</b>
770			
771		<b>** District Total **</b>	<b>\$ 580,450.04</b>
772			
773			

261	WALSH DOOR & HARDWARE CO	Door Hardware for Olmsted/224304	\$ 502.26
262	WAUKEE COMMUNITY SCHOOLS	Special Ed Tuition	\$ 4,108.84
263	WEES, SUSAN & DOUG	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
264	WELLS FARGO CORPORATE CARD	CREDIT	\$ (7.41)
265	WELLS FARGO CORPORATE CARD	Horse Camp final meeting celebration mee	\$ 37.47
266	WELLS FARGO CORPORATE CARD	Hotel costs for UMS teachers while at PL	\$ 1,585.80
267	WELLS FARGO CORPORATE CARD	Langford Conference Hotel Room; 4 nights	\$ 1,258.73
268	WELLS FARGO CORPORATE CARD	Lodging for Langford Conference - 6/21-6	\$ 1,356.76
269	WELLS FARGO CORPORATE CARD	Supplies For Movin On Up	\$ 36.39
270	WENGER CORPORATION	Mobile Choral Folio Cabinet	\$ 1,067.00
271	WEST DES MOINES COMM SCHOOL DIST-	Concurrent Enrolment for FY 14-15	\$ 368.98
272	WEST DES MOINES COMM SCHOOL DIST-	Special Ed Tuition	\$ 10,622.77
273	WEST DES MOINES COMM SCHOOL DIST-	Special Ed Tuition	\$ 2,666.40
274	WEST DES MOINES COMM SCHOOL DIST-	Special Ed Tuition	\$ 25,172.55
275	WILLIAMSON, RODNEY & SHARON	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
276	WILLIAMS, PATRICIA	NON PUBLIC TRANSPORTATION 14-15	\$ 495.00
277	WILLITS, TAWNIA	NON PUBLIC TRANSPORTATION 14-15	\$ 527.00
278	WINDSTAR LINES-	CHARTER - 9TH SOFTBALL TO FORT DODGE 6.2	\$ 690.00
279	WINDSTAR LINES-	CHARTER - JV/VAR SOFTBALL TO FORT DODGE	\$ 690.00
280	WINDSTAR LINES-	CHARTER - VARSITY BASEBALL TO FORT DODGE	\$ 690.00
281	WOODWARD-GRANGER COMM. SCHOOLS	Special Ed Tuition	\$ 3,709.12
282	WYNER, JESSICA	NON PUBLIC TRANSPORTATION 14-15	\$ 559.00
283	YOUNG, ROBERT & DAWN	NON PUBLIC TRANSPORTATION 14-15	\$ 527.00
284	<b>10 - GENERAL</b>	<b>** Fund Total **</b>	<b>\$ 775,336.59</b>
285			
286	<b>21 - STUDENT ACTIVITY</b>		
287	BMO MASTERCARD	ENTERPRISE RENT A CAR-VEHICLE RENTAL	\$ 176.24
288	BMO MASTERCARD	TRESONA-SHOW CHOIR MUSIC/ARRANGEMENT	\$ 218.40
289	HEARTLAND AEA 11	4th Grade Planners	\$ 127.50
290	IMAGING TECHNOLOGIES	COPIER CHARGES	\$ 191.39
291	JOHNSTON HIGH SCHOOL	ENTRY FEE - 9TH BOYS / GIRLS SOCCER TOUR	\$ 30.00
292	JOHNSTON HIGH SCHOOL	ENTRY FEE - 9TH BOYS / GIRLS SOCCER TOUR	\$ 30.00
293	LUTHENS, ELAINE-	Jaywalker Choreography	\$ 364.00
294	SIMPSON COLLEGE TRACK & FIELD	ENTRY FEE - HS GIRLS TRACK & FIELD MEET	\$ 100.00
295	VARSIITY SPIRIT FASHIONS	apparel Order 37100668 / Customer #40305	\$ 637.40
296	<b>21 - STUDENT ACTIVITY</b>	<b>** Fund Total **</b>	<b>\$ 1,874.93</b>
297			
298	<b>33 - SALE TAX FUND</b>		
299	DLR GROUP INC-	SERVICES	\$ 80,814.88
300	<b>33 - SALE TAX FUND</b>	<b>** Fund Total **</b>	<b>\$ 80,814.88</b>
301			
302	<b>61 - SCHOOL NUTRITION</b>		
303	BMO MASTERCARD	ARROWWOOD RESORT-ROOMS-CONFERENCE	\$ 629.20
304	BMO MASTERCARD	ARROWWOOD RESORTS-ROOM-CONFERENCE	\$ 314.60
305	BMO MASTERCARD	CASEY'S-FUEL-RENTAL VEHICLE	\$ 33.75
306	BMO MASTERCARD	OKOBOJI STORE-DINNER-CONFERENCE	\$ 57.08
307	BMO MASTERCARD	PILOT TRUCK STOP-FUEL-CONFERENCE	\$ 26.42
308	BMO MASTERCARD	WALMART-DYE/POPCICLE STICKS FOR PROJECT	\$ 86.16
309	ENTERPRISE RENT-A-CAR	Rental of Van for Stte Conference - agre	\$ 248.00
310	HEARTLAND PAYMENT SYSTEMS, INC-	END OF YEAR AND START OF YEAR SUPPORT AN	\$ 400.00
311	<b>61 - SCHOOL NUTRITION</b>	<b>** Fund Total **</b>	<b>\$ 1,795.21</b>
312			

313	<b>62 - CHILD CARE</b>		
314	BMO MASTERCARD	AMAZON-SUMMER SUPPLIES	\$ 80.22
315	BMO MASTERCARD	COURAGE LEAGUE SPORTS-FIELD TRIP	\$ 100.00
316	BMO MASTERCARD	DSM BOTANICAL GARDEN-FIELD TRIP	\$ 189.00
317	BMO MASTERCARD	METRO ARTS-SUMMER PRESENTER	\$ 120.00
318	DURHAM SCHOOL SERVICES-	SERVICES	\$ 3,915.73
319	EMERGENCY TRAINING CENTER LLC-	CPR and First Aid Clases	\$ 305.00
320	GRAPHIC EDGE, THE	T-Shirts for Staff	\$ 369.44
321	HANDWRITING WITHOUT TEARS	Work Books	\$ 1,686.30
322	HILAND DAIRY FOODS	Milk Invoice 4627160, 4627192, 4627224,	\$ 319.18
323	MERLE HAY LANES	Field Trip June 16	\$ 157.50
324	MONKEY JOE'S	Field Trip June 25	\$ 330.00
325	OFFICE DEPOT-(USE FOR ALL)	Supplies	\$ 255.30
326	SAM'S CLUB	Snacks and Supplies	\$ 1,421.93
327	<b>62 - CHILD CARE</b>	<b>** Fund Total **</b>	<b>\$ 9,249.60</b>
328			
329	<b>64 - BUILDING TRADES</b>		
330	CONTRACTOR SERVICES OF IOWA	SERVICES	\$ 350.00
331	GILCREST/JEWETT LUMBER CO	SUPPLIES	\$ 442.33
332	T & T SPRINKLER SERVICES, INC.	SERVICES	\$ 3,110.00
333	<b>64 - BUILDING TRADES</b>	<b>** Fund Total **</b>	<b>\$ 3,902.33</b>
334			
335	<b>65 - COMMUNITY EDUCATION</b>		
336	BMO MASTERCARD	COPY SHOP-UCT RIBBONS	\$ 4.50
337	BMO MASTERCARD	ROSE BRAND-COMMUNITY THEATER PROP	\$ 349.56
338	DES MOINES REGISTER	State Fair - UCT Advertising	\$ 1,960.00
339	DURHAM SCHOOL SERVICES-	SERVICES	\$ 151.07
340	HANCOCK FABRICS	ADD'L SUPPLIES	\$ 43.47
341	R & H THEATRICALS-	Balance of UCT State Fair Performance Fe	\$ 223.40
342	SCHMITZ, JONATHON-	BBB Team Camp Work	\$ 1,000.00
343	THEATRICAL SHOP	UCT Items	\$ 52.36
344	<b>65 - COMMUNITY EDUCATION</b>	<b>** Fund Total **</b>	<b>\$ 3,784.36</b>
345			
346	<b>91 - AGENCY</b>		
347	HEARTLAND AEA 11	Growth Mindset Class DRAKE CREDIT	\$ 400.00
348	LEARNING POST, THE	Classroom Materials for Johnson SPED Clas	\$ 163.83
349	URBANDALE HOT LUNCH	Egg Casseroles for Senior Breakfast (Web	\$ 111.00
350	<b>91 - AGENCY</b>	<b>** Fund Total **</b>	<b>\$ 674.83</b>
351			
352		<b>** District Total **</b>	<b>\$ 877,432.73</b>
353			