Board of Education Regular Meeting
Monday, March 8, 2021 7:00 PM

Bayard High School Library
726 4th Ave.
Bayard, NE 69334

Notice is hereby given that a Board of Education Regular Meeting of the School District of Bayard in the Counties of Morrill, Scotts Bluff, Box Butte, and Banner in the State of Nebraska will be held on Monday, March 8, 2021 at 7:00 PM in the Bayard High School Library located at 726 4th Avenue, Bayard, NE 69334, which meeting shall be open to the public. An agenda for such meeting, kept continuously current is available for public inspection during normal business hours at the office of the Superintendent, located at 726 4th Avenue, Bayard, NE 69334.

AGENDA

I. Opening the Meeting
  - I.A. Call to Order
  - I.B. Open Meetings Act
  - I.C. Notice of Meeting
  - I.D. Roll Call
  - I.E. Status of Absent Board Members

II. Approval of Agenda

III. Introduction of Guests

IV. Public Comments

V. Recognition of Student Achievements

VI. Student Board Representative Report

VII. Invited Presentations and Discussions with Presenters
  - VII.A. Strategic Plan Progress Presentation and Discussion
    - VII.A.1. Presentation Regarding the Following Strategy: Develop a system to evaluate the effectiveness of current curriculum, programs, and services.
  - VII.B. Presentation by Mr. Andrew Forney with D.A. Davidson Regarding Proposed Refinancing of the School District's Bonds.
  - VII.C. Presentation and Request by the Bayard High School Choir to Travel to Washington, D.C. to Perform in the 100 Year Commemoration of the Lincoln Memorial.

VIII. Board Committee Reports and Recommendations

IX. Conduct Tour of the School District Facilities

X. Action Items
  - X.A. Consent Agenda
    - X.A.1. Minutes of Previous Meeting
    - X.A.2. Bills
    - X.A.3. Board Member Reports
    - X.A.4. Reports and Correspondence Requiring No Action
      - X.A.4.a. General Reports and Financial Reports
      - X.A.4.b. Reports for Information Only
    - X.A.5. Adoption of the Following Policies on Second Reading: POLICY NO. 5084 - Vehicles on School Property, Policy No 5134 High School Credit for Middle School Courses, Policy NO 8101 Committee on American Civics, POLICY NO. 8201 - Limitations of Board Members, Policy NO 8202 Reimbursement for Travel Expenses

- X.A.6. Approval of Contracts within Policy Guidelines
- X.B. Discuss, Consider, and Take All Necessary Action in Regard to Purchase of Halo Vape Detectors
- X.C. Discuss, Consider, and Take All Necessary Action in Regard to a Request by the Bayard High School Choir to Travel to Washington, D.C. to Perform in the 100 Year Commemoration of the Lincoln Memorial.
- X.D. Discuss, Consider, and Take All Necessary Action in Regard to Review of Curriculum Offerings and Approval of the 2021-2022 Course Catalog
- X.E. Discuss, Consider, and Take All Necessary Action in Regard to Purchase of Elementary Art Curriculum and Supplies
- X.F. Discuss, Consider, and Take All Necessary Action in Regard to Approval of Certificated Staff Resignations
- X.G. Discuss, Consider, and Take All Necessary Action Regarding a Resolution Authorizing the Redemption of the Districts General Obligation Bonds, Series 2016
- X.H. Discuss, Consider, and Take All Necessary Action in Regard to a Resolution Authorizing the Issuance of General Obligation Refunding Bonds, Series 2021 of Morrill County School District, Bayard Public Schools in the amount of not to Exceed $1,300,000 for the Purpose of Interest Cost Savings.
- X.I. Review and Discuss Limited Voluntary Early Retirement/Separation Incentive Program
- X.J. Discuss, Consider, and Take All Necessary Action in Regard to Adopting Resolution 2021-01 approving Limited Voluntary Early Retirement/Separation Incentive Program and selecting National Insurance Services to set up and administer the School District's 403(b) Plan for the Program.
- X.K. Discuss, Consider, and Take All Necessary Action in Regard to Approval of the 2021-2022 School Calendar.
- X.L. Discuss, Consider, and Take All Necessary Action in Regard to a Proposed Salary Schedule for Principals and Directors beginning in the 2022-2023 School Term
- X.M. Discuss, Consider, and Take All Necessary Action in Regard to Adopting Resolution Pertaining to Non-Resident Students
- X.N. Discuss, Consider, and Take All Necessary Action in Regard to Approval of an Interlocal Agreement with Hershey Public Schools and Paxton Public Schools to Share the Services of a Spanish Teacher.
- X.O. Discuss, Consider, and Take All Necessary Action in Regard to Approval of Michael Simons as Jr. High Assistant Track Coach

XI. Discussion Items

- XI.A. Review and Discussion of Policies 9001 through 9239 in the 9000 series.
- XI.B. Discussion and Review of 5 Year Facilities Plan
- XI.C. Discussion Regarding Compensation of the Superintendent

XII. Reports

XII.A. Principals and District Administrators
XII.B. Superintendent

XIII. Set Next Meeting Date

XIV. Adjournment

The Bayard Public Schools Board of Education reserves the right to convene a Closed Session for purposes in accordance with 84-1410(1). The Board of Education also reserves the right to change the order of agenda items at the discretion of the Presiding Officer of the Board of Education.

Student Board Representative
Board of Education Report

Submitted March 4, 2021

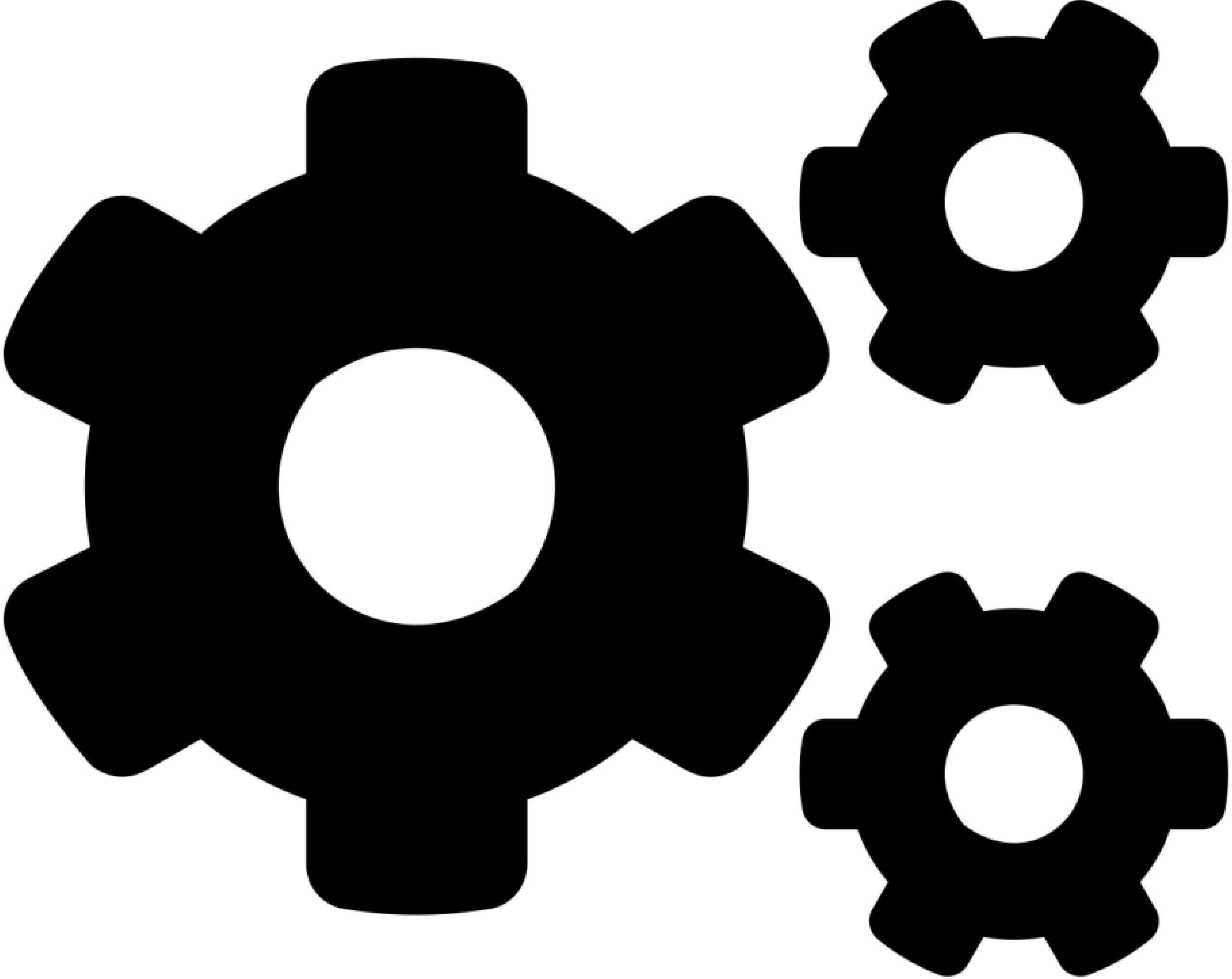
By: Madison Oliverius, Student Board Representative

1. Student Activities:
    a. Basketball - Season ended. Boys 13-11, Girls 11-11
    b. Wrestling- 5 went to state, Christian got 4th
    c. On Wednesday there was an FFA contest: Nursery Landscape-2nd, Meat Judging 4th, Junior Livestock 8th. On Sunday/Monday the sophomores will be taking a trip to get the plants for the greenhouse.
    d. Esports- 3-1
    e. Speech- Matt and TruLee placed 4th WTC, 3rd on the 12th, 2nd at MAC, and 2nd on the 27th. Also at MAC Matt placed 5th, Megan 5th, and Hunter 5th. On 27th Matt placed 3rd. Hunter also placed 6th at WTC.
    f. Track- Girls started practice Wednesday, boys Monday
    g. DI- has competition due dates throughout this month
2. Other Pertinent Student Information:
    a. Don't have anything at this time.

3. Progress on Student Board Representative Initiative
    a. Jeff from Paul Reed Construction is bringing up seal for podium Friday, will bring samples of the material for the wall to see what works best on brick walls.

Develop a system to evaluate the effectiveness of current curriculum, programs, and services.

Bayard Strategic Plan



3 Priority template

Last edit was made on May 21, 2020 by Amanda Anderson

	A	B	C	D	E	F	G	H	I	J	K	L	M
1		Bayard Public Schools Year at a Glance for: English Language Arts Grade:	Endurance	Leverage	Readiness	Tested		DOK Level					
2		Grade 3	1=low 2=moderate 3=high					1 Recall and Reproduction 2 Skills and Concepts					
3	LA 3.1	Reading: Students will learn and apply reading skills and strategies to comprehend text.						3 Short-term Strategic Thinking 4 Extend Thinking	Skill(s)	Content	Resource alignment	Date standard/unit Introduced	Date Assessed/ Mastered
19	LA 3.1.3.a	Know and apply advanced sound/spelling patterns (e.g., Anglo-Saxon common roots and affixes, special vowel spellings [ough,	2	3	3	2	10	1	know, apply	advanced sound/spelling patterns	Spelling	Unit 1 Week 1	U1W1-U6W5
20	LA 3.1.3.b	Use word structure to read text (e.g., prefixes/suffixes, contractions, syllabication, derivation).	2	3	3	2	10	2	read	text	Spelling	U3W4	U1W1-U6W5
21	LA 3.1.3.c	Recognize and read grade-level (phonetic and non-phonetic) words in text.	2	3	3	3	11	2	recognize and read	grade level text	Spelling	Units 1-6	U1W1-U6W5
22	LA 3.1.4	Fluency: Students will read a variety of grade-level print/digital texts fluently with accuracy, appropriate pace, phrasing, and expression to					0						
23	LA 3.1.4.a	Listen to and read text of increasing length and/or complexity to increase reader stamina.	2	3	3	2	10	2	listen to and read	text of increasing length/complex ity	Reading	U1W1	U1W1-U6W5
24	LA 3.1.4.b	Use context to adjust pace and prosody based on purpose, text complexity, form, and style.	2	3	3	1	9	2	use and adjust	pace and prosody	Fluency	U1W1	U1W1-U6W5
25	LA 3.1.5	Vocabulary: Students will build and use conversational, academic, and content-specific grade-level vocabulary.					0						
26	LA 3.1.5.a	Determine meaning of words through the knowledge of word structure elements, known words, and word patterns (e.g., contractions, plurals,	3	2	2	2	9	2	determine	meaning of words	Grammar; Spelling	U1W4; U4W1	U1W4; U4W1

Year at a Glance | Reading | Writing | Listening and Speaking | Multiple Literacies

3 Priority template

Last edit was made on May 21, 2020 by Amanda Anderson

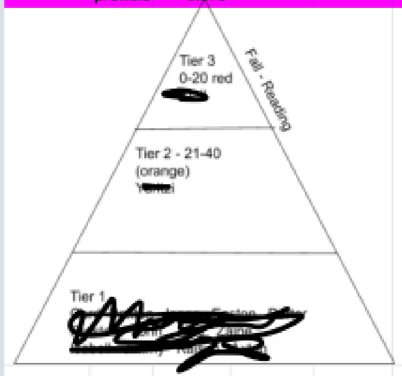
Year at A Glance	(First Semester)				Created:	Revised:	Published:
Unit Name	*EXAMPLE: Unit 1.1 Place Value: Whole Numbers*						
Priority Standards	*MA 0.1.1. MA 0.1.1.h MA 0.1.1/ MA 0.1.2.b MA 0.1.6.h*						
Number of teaching days	*9 days*						
Major Learning of this unit	*Demonstrate the relationship between whole numbers, knowing each sequential number name refers to a quantity that is one larger Compare the number of objects in two groups by identifying the comparison as greater than, less than, or equal to by using strategies of matching and counting.*						

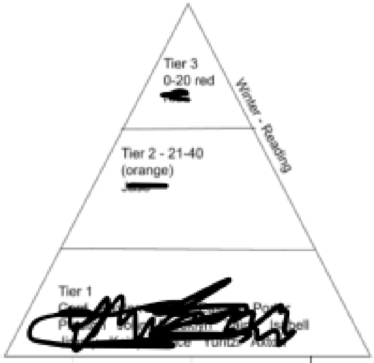
(Second Semester)

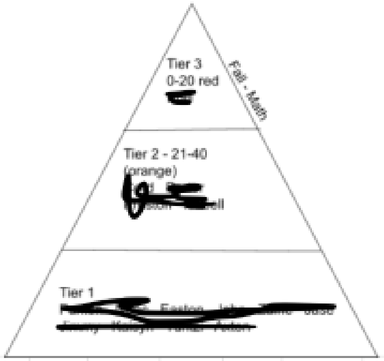
Unit Name	*EXAMPLE: Unit 1.1 Place Value: Whole Numbers*						
Priority Standards	*MA 0.1.1. MA 0.1.1.h MA 0.1.1/ MA 0.1.2.b MA 0.1.6.h*						
Number of teaching days	*9 days*						

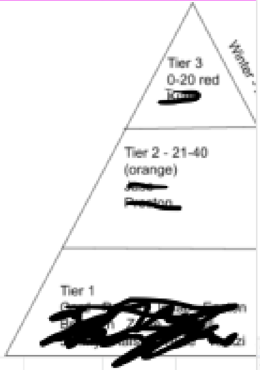
Year at a Glance | Reading | Writing | Listening and Speaking | Multiple Literacies ust Name

	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
	Reading 1	Color	Percent	Met Goal	Quadrant	Reading 2	Plus minus	Color	Percent	Met Growth	Quadrant		Math1	Color	Percent	Met Grc	Quadrant	Math 2	plus minus	Color	Percent	Met Growtl
	135	Yellow	45			145	10	Yellow	46	yes	1 HGHA		134	Orange	33			155	21	Green	66	yes
n	146	Green	78			153	7	Green	72	no	2 LAHG		150	Green	80			165	15	Blue	89	yes
	140	Yellow	61			154	14	Green	74	yes	1 HGHA		142	yellow	58			159	17	Green	77	yes
n	147	Green	80			163	16	Blue	92	yes	1 HGHA		150	Green	80			168	18	Blue	93	yes
	136	Yellow	48			148	12	Yellow	56	yes	1 HGHA		132	Orange	27			153	19	yellow	59	yes
on	136	yellow	48			144	8	Yellow	42	no	4LGLA		132	Orange	27			145	13	orange	33	yes
	140	yellow	61			159	19	Blue	86	yes	1 HGHA		146	Green	70			167	21	Blue	92	yes
yn						166		Blue	96		1 HGHA							175		Blue	98	yes
	135	yellow	45			142	7	Orange	36	no	4LGLA		140	yellow	51			141	1	orange	22	no
	151	Blue	88			165	14	Blue	93	yes	1 HGHA		150	Green	80			159	9	Green	77	yes
l	135	yellow	45			149	14	Yellow	59	yes	1 HGHA		134	Orange	33			161	27	blue	82	yes
r	144	Green	73			159	15	Blue	86	yes	1 HGHA		142	yellow	58			164	22	Blue	88	yes
n	150	Blue	86			155	5	Green	77	no	3LGHA		144	Green	64			166	22	Blue	91	yes
	135	yellow	45			167	32	Blue	92				145	Green	65			161		Blue	89	yes
	129	Orange	27			144	15	Yellow	42	yes	2HGLA		139	yellow	48			151	12	yellow	53	yes
	139	yellow	58			154	15	Green	74	yes	1HGHA		140	yellow	51			161	21	Blue	82	yes
	123	red	13			136	13	Red	19	yes	2HGLA		125	red	12			129	4	red	4	no
		proficie	0.875					proficient	0.8823529412					proficien	0.6875					Proficient	0.823529	

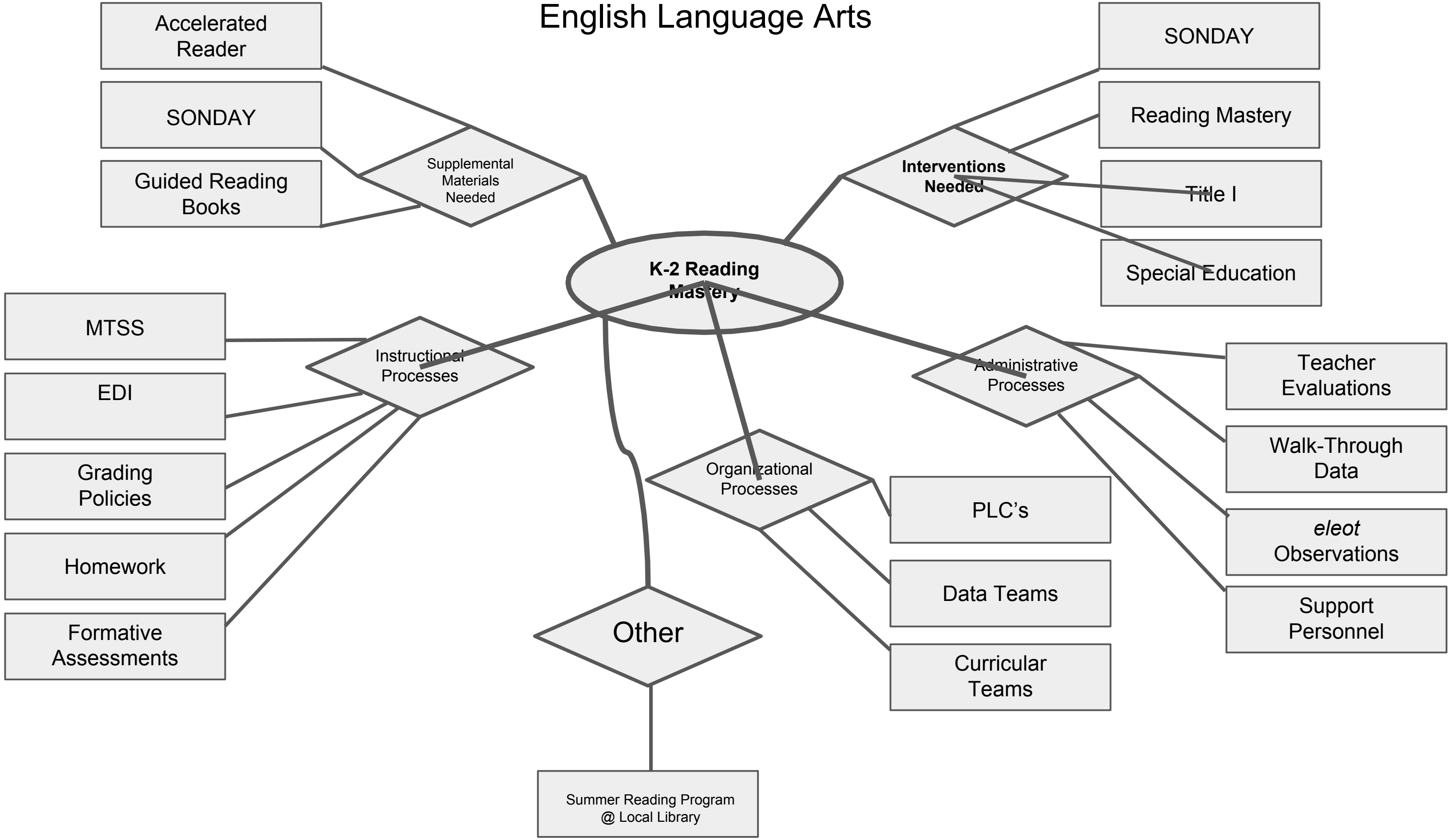








English Language Arts



Process involves all stakeholders in a variety of ways

1. Marzano Tenants of High Reliability Schools (Handout)
2. Dr. Bernhardt work in collaboration with ESU 13
3. MTSS Process
4. Administrative goals

PLC

- What do we want all students to know and be able to do?
- How will we know if they learn it?
- How will we respond when some students do not learn?
- How will we extend the learning for students who are already proficient?

Administrative

Ensuring the standards are address, so that what we intended to provide as curriculum is what our teachers present: Planbook documentation, curriculum meetings

Feedback that is meant to improve teaching practices

PLC groups that allow for teachers to have implementation discussion to ensure fidelity to the various programs we offer

Develop a system to evaluate the effectiveness of current curriculum, programs, and services.

The work of knowing how well we are doing across our district is pretty complicated but if we focus our efforts on a process, we can continue to focus on providing a quality education for all students.

Marzano 6 components:

3.1 The School curriculum and accompanying assessments adhere to state and district standards. (Show the work we have done with standards alignment and priority standards)

3.2 The school curriculum is focused enough that teachers can adequately address it in the time they have available

(Show them the examples of our year at a glance in progress)

3.3 All students have the opportunity to learn the critical content of the curriculum

(Scheduling, prioritizing time within the day for reading instruction 90 minutes, math instruction 1 hour, number corner 20 minutes, social studies and science)

3.4 The School Establishes clear and measurable goals that are focused on critical needs regarding improving overall student achievement at the school level

MTSS data usage goal that was developed 70 percent in reading from 59% winter to winter.

3.5 The school analyzes, interprets, and uses data to regularly monitor progress toward school achievement goals.

Data work that has been done as a school MTSS team, so we know where all students are at in all tiers

3.6 The school Establishes appropriate school- and classroom-level programs and practices to help students meet individual achievement goals when data indicate interventions are needed.

SAT Team, Teacher walkthroughs, and the PLC process 4 questions

<u>Bernhardt work:</u>

Mapping our programs to make sure all staff have a clear understanding of the direction that we need to go. (Slide show flow chart)

- Collect Perceptual Data (Surveys)
  - Student Dispositions
  - Teacher Dispositions
  - Others? Parents
  - Likes, challenges, ideas to improve
  - Google Form
  - Quick and simple
- Cost Analysis
  - Current Program
  - New Program Options
- Data (Is it Working?)
  - Growth
  - Improvement
  - NSCAS Summative
  - Honors/Recognitions/Student Successes(As Applicable)
- Components Included
  - Formative Assessments?
  - All Tiers Covered?
  - Interventions?
  - Enrichment?
- Align to State Standards
  - Ratio of Supplemental Materials Needed
  - Content Relevance to Students
  - Instructional Materials Recommendations
  - NDE
    - EdReports(As applicable)
  - MTSS
    - Program Comparison Tool

2. Outcomes
    - Continue
        - Identify strengths and opportunities
    - Switch Programs
    - Continue with Supplemental or Changes/Additions

Administrative items:
Teacher Walkthrough: Getting feedback that is constructive and nature, as well as tracking the implementation of our curriculum is an important component of our Administrative team is working on establishing as a method

PLC: What do we want all students to know and be able to do?
- How will we know if they learn it?
- How will we respond when some students do not learn?
- How will we extend the learning for students who are already proficient?

These are the important meeting objectives that our PLC teams must be expected to work through so that we are constantly cycling back through best practices for student learning.

Surveying 20 of the top rated schools across Nebraska according to AQueSTT. This data will help guide our district in determining what these schools are doing compared to what we are doing currently. The survey will include something like this:

1. Do you have a formal program evaluation process for curriculum? If yes, please include the model you use:
2. What factors do you consider when making a change in curriculum?
3. Do you use any tools to help complete the curriculum evaluation process?
4. Who do you involve in the curriculum evaluation process?
5. How do you assess the implementation of the adopted curriculum?
6. What is your curriculum evaluation cycle (ie once every 5 years, 6 years, etc)?
7. Is student performance data a consideration in the curriculum evaluation process?
8. Who do you involve in your curriculum selection process?

The last question on the survey will try and get their responses to the Marzano practices that we have listed above.

Committee on American Civics Meeting

Monday, February 8, 2021 4:00 PM

Bayard High School Library
726 4th Ave.
Bayard, NE 69334

I. Opening the Meeting

I.A. Call to Order

Meeting was called to order at 4:02p.m.

I.B. Open Meetings Act

I.C. Notice of Meeting

I.D. Roll Call of Committee Members

The following committee members were present: Donna Stuart and Kim Kildow

I.E. Status of Absent Committee Members

Motion Passed: Motion to approve the absence of committee member Becky Henkel passed with a motion by Donna Stuart and a second by Kim Kildow.
Votes: Kim Kildow: Yea, Donna Stuart: Yea

II. Approval of Agenda

Motion Passed: Motion to approve the agenda passed with a motion by Kim Kildow and second by Donna Stuart

Votes: Kim Kildow: Yea, Donna Stuart: Yea

III. Introduction of Guests

Dr. Rice and Mrs. Rafferty were present for the meeting.

IV. Public Comments

V. Review Nebraska State Statute 79-724

Dr. Miller discussed Nebraska State Statute 79-724 with the Committee.

VI. Committee Discussion Items

VI.A. Discussion Regarding Social Studies Curriculum and Instruction Compliance with Nebraska State Statutes 79-719 to 79-723 and the Social Studies Standards Adopted by the Nebraska State Board of Education.

Mrs. Rafferty gave update of the instruction compliance with Nebraska State Statutes 79-719 to 79-723 and the Social Studies Standards adopted by the Nebraska State Board of Education.

VI.B. Discussion Regarding Compliance with Statutory Requirements for Students

Mrs. Rafferty advised the 8th and 12th grade students did the citizenship test. The 12th grade is planning to attend County Government day in March.

VI.C. Discussion Regarding Curricular Materials/Resources and Recommendations for Updating of Altering Curricular Resources

Discussion of Financial Literacy being on our radar.

VI.D. Discussion Regarding Potential Strategies to Increase Positive Student Civics Participation in the Bayard Public Schools Community

The Committee discussed the success of the Student Board Representative program. Discussion of selection process being moved from the fall to spring was discussed.
Choir 2022 potentially selected to perform at the Lincoln Memorial for 100 yr. anniversary. We have one student group participating in National History Day Competition. Students will again assist in the Community Clean Up Day.

VII. Set Next Meeting Date

Next meeting set for November 8, 2021 4:00p.m.

VIII. Adjourn

Adjourned at 04:32p.m.

____
Secretary

Board of Education Regular Meeting

Monday, February 8, 2021 7:00 PM

Bayard High School Library
726 4th Ave.
Bayard, NE 69334

I. Opening the Meeting

I.A. Call to Order

The regular meeting of Bayard Public Schools Board of Education was called to order by President Kildow at 07:07p.m. President Kildow noted a copy of the Board Member Code of Ethics and the Annual Calendar of the Board of Education were included with the meeting materials for board members' reference.

I.B. Open Meetings Act

The Board President informed the audience that the Open Meetings Act was posted and informed the audience of the Board's policy and procedures regarding public comment.

I.C. Notice of Meeting

The public notice of the regular meeting of the Bayard Board of Education, Morrill County School District No. 21 was published in the Bayard Transcript in accordance with Board Policy No. 9238. The agenda remained on file at the office of the superintendent and was open for public inspection.

I.D. Roll Call

The following members were present: Carolyn Applegate, Kim Burry, Kim Kildow, Lisa Ouderkirk, Donna Stuart and Student Board Representative Madison Oliverius. Administrators present: Superintendent Miller, Principals McLaughlin and Rice, Directors Miller and Foreman.

I.E. Status of Absent Board Members

Motion Passed: Motion to approve the absence of member Becky Henkel passed with a motion by Kim Burry and a second by Donna Stuart.
Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Absent, Kim Kildow: Yea, Donna Stuart: Yea

Note: Board Member Becky Henkel arrived at 7:13p.m.

II. Approval of Agenda

Motion Passed: Motion to approve the agenda passed with a motion by Donna Stuart and a second by Carolyn Applegate.
Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Absent, Kim Kildow: Yea, Donna Stuart: Yea

III. Introduction of Guests

Dr. Miller introduced the following guest to the board: Lila McLaughlin

IV. Public Comments

V. Recognition of Student Achievements

Mr. Miller recognized Hunter Kildow and Christian Leonard for 100 career wins in wrestling.
Dr. Rice recognized Laura Albro for her essay that placed 4th in State Voice of Democracy Speaking Competition.
Mr. McLaughlin recognized Kyra Sikes-Robbins and Lila McLaughlin for placing at the Morrill County Spelling Bee.

VI. Student Board Representative Report

Student Board Representative Madison Oliverius presented her report to the board and discussed her initiative.

Student Activities: Basketball Games-WTC- Girls lost to Mitchell. Boys beat Hemingford. Wrestling- Girls State: Sharon 0-2 and Laisha 2-2, she was 1 match away from getting a medal. Sub districts will be this weekend, MAC champions. On Wednesday there was an FFA contest: Food Science-4th. Ag Mechanics-3rd. Farm Business Management-12th. Cheerleading went to Lexington. Didn't place well but it was a learning experience. Esports won against Kearney Catholic on Monday, they are now 1-0 f. Speech- Matt and TruLee placed 5th at Scottsbluff meet. Other Pertinent Student Info: There was an FFA contest held in person which was extremely appreciated by the students. Many students really like the new computers. Progress on Student Board Representative Initiative: Making plans to decorate bare walls.

VII. Invited Presentations and Discussions with Presenters

VII.A. Strategic Plan Progress Presentation and Discussion

VII.A.1. Presentation Regarding the Following Strategy: Provide effective college/career preparation to support the long-term success of all students districtwide. (Specifically a presentation by Dr. Kelley Rice on research and ideas to explore STEAM implementation in the Jr./Sr. High School)

Dr. Rice presented on research and ideas to explore STEAM implementation in the Jr./Sr. High School.

VIII. Board Committee Reports and Recommendations

Carolyn thanked Student Board Representative Madison Oliverius for assisting her with questions for the Policy Committee meeting.
Donna gave update of the Committee on American Civics meeting.

IX. Action Items

IX.A. Consent Agenda

Motion Passed: Motion to approve the Consent Agenda passed with a motion by Kim Burry and a second by Becky Henkel.
Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

IX.A.1. Minutes of Previous Meeting

IX.A.2. Bills

IX.A.3. Board Member Reports

IX.A.4. Reports and Correspondence Requiring No Action

IX.A.4.a. General Reports and Financial Reports

IX.A.4.b. Reports for Information Only

IX.A.5. Adoption of the Following Revised Policies on First Reading: POLICY NO. 5084 - Vehicles on School Property, Policy No 5134 High School Credit for Middle School Courses, Policy NO 8101

Committee on American Civics, POLICY NO. 8201 - Limitations of Board Members, Policy NO 8202 Reimbursement for Travel Expenses

IX.A.6. Approval of Contracts within Policy Guidelines

IX.B. Discuss, Consider, and Take All Necessary Action in Regard to Review of Curriculum Offerings and Approval of the 2021-2022 Course Catalog

Tabled: Motion to table the 2021-2022 Course Catalog tabled with a motion by Carolyn Applegate and a second by Donna Stuart.
Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

IX.C. Discuss, Consider, and Take All Necessary Action in Regard to Establishing Compensation of Principals and Directors for the 2021-2022 School Term

Motion Passed: Motion to enter into executive session to prevent needless harm to Principals' and Directors' reputations at 7:50p.m. passed with a motion by Joe Applegate and a second by Becky Henkel.
Votes: Kim Burry: Nay, Kim Kildow: Nay, Carolyn Applegate: Yea, Joe Applegate: Yea, Becky Henkel: Yea, Donna Stuart: Yea
Motion Passed: Motion to return to open session at 9:31p.m. passed with a motion by Carolynn Applegate and a second by Becky Henkel.
Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

Motion Passed: Motion for the following annual salary increases of $2500.00 for Dr. Rice, Mr. Miller, and Mr. McLaughlin and $1000.00 for Director Foreman passed with a motion by Donna Stuart and second by Becky Henkel.

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

IX.D. Discuss, Consider, and Take All Necessary Action in Regard to Approval of Purchase of Chromebooks.

Motion Passed: Motion to approve the CSI grant-funded purchase of 60 Dell Chromebooks from Sterling Computers for $13,801.20 passed with a motion by Donna Stuart and a second by Kim Burry.
Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

IX.E. Discuss, Consider, and Take All Necessary Action in Regard to Approval of Certificated Staff Resignations

X. Discussion Items

X.A. Review and Discussion of Policies 8305 through 8474 in the 8000 series.

Dr. Miller discussed policies 8305 through 8474 with the board.

X.B. Discussion Regarding Draft 2021-2022 School Calendar

Dr. Miller and the board discussed the draft 2021-2022 School Calendar.

X.C. Discussion Regarding State Standards
Dr. Miller discussed the State Standards calendar with the board.
X.D. Discuss, Consider, and Take All Necessary Action in Regard to Joining a Federal Lawsuit against Juul.

Dr. Miller discussed the option of joining a Federal Lawsuit against Juul.

XI. Reports

XI.A. Principals and District Administrators

Mr. McLaughlin provided his report to the board. Academics: NWEA testing is nearing completion with a few students make ups happening this week. Jenny Gier has been working on a form for our administration to use to complete and get feedback to our staff on their instructional practices. Working on our MTSS plan with a team who is trying to clarify all aspects of our instructional program so that individual students can get what they need most out of our programs. Leadership: Our culture team has done a great job initiating the following activities: Tiger Beat Mural in the back hallway, Teacher/Student of the week and month, Quote for the week and helping to recognize staff members with positive notes in the staff lounge. Mrs. Ehler is commended for her work with families in our school to show what great leadership looks like in action. She started the Leadership Spotlight and has highlighted two students so far, the work is meaningful and gives our young students a look at what it means to be great. Engagement: Parent teacher conferences are coming up, the third and often most important accountability partnership in a school setting (teacher to student, student to peers, student/school to family). When we meet with families our goal is to identify where their students are currently and provide a clear direction for improvement in the remainder of the year. The School Improvement team has begun working on next year's visit and Mrs. Ferrero has the group working on a variety of projects, including MTSS, Leader in Me and classroom observations. Community: Morrill County Spelling Bee was a great chance for us to shine as a school. We took 2nd and 3rd overall but had a lot of great finishes throughout the grade levels. Enrollment numbers 183 total students of which 17 attend preschool, 10 students attend using Hyflex. Preschool and Kindergarten Roundup is coming up in March and we are beginning to advertise those. Pathfinders has been operating for the last two weeks with inconsistent numbers but it's has been nice to have the service for our parents.
Dr. Rice provided her report to the board. NWEA testing has gone very well and we only have approximately 6 students left who need to finish. Mrs. Rafferty is commended for scheduling all of the tests. Teachers will be focusing on NWEA data on February 10th and 24th as part of the in-service days to analyze student performance. 53 students signed up to take the ACT on Saturday, February 6. Mrs. Rafferty and Mr. McLaughlin are to be commended for their work to get our school designated as a testing site. Mrs. Gier is to be commended for her work in writing a grant application and gaining acceptance into the Amazon Future Engineer Program for both the middle and high school. The program supplies free computer science and coding curriculum as well as professional development for our staff. We are excited to offer these courses to our students. Leadership: The Franklin Covey Institute is updating their book The 4 Disciplines of Execution. Several of our students have been selected to work with our Leader In Me coach, Evett Barnham to write their WIGS (Wildly Important Goals) and submit them for publication in the new edition. I will facilitate a 7 Habits training for new staff on February 10th and 24th from 8:30-11:30. Staff and board members who would like a refresher course are also invited to attend. Engagement: The new cable for the security system is in the first phase of installation and the cameras should arrive in approximately a month. This system will replace our old system that was severely damaged last summer when a racoon got caught in a transformer. Students will be signing up for classes in March for the 2021-2022 school year. We are offering new upper level math and technology courses in the upcoming year, because of the increased offerings, we will be asking some of our teachers to increase their teaching duties. Community: Current enrollment is 177 students in 7-12 with 30 attending virtually. Virtual Parent-Teacher conferences will be held this week. Teachers will conduct the conferences from their classrooms to ensure confidentiality. The sophomore class will be in charge of concessions during the MAC and WTC speech meets on February 10 and 24. Because of a full professional development schedule, parents are needed to help run the concession stand. We need 4 parents to agree to help each day. If you or someone you know can help, it would be appreciated. Students can once again apply for scholarships to help pay for their lifeguard or babysitting certifications. Sarah Paisley from UNL will host a babysitting clinic for any student interested in providing a babysitting service during the summer months.
Mr. Miller provided his report to the board. Academics: The Nebraska ELPA21 test is now open, so I will be working with Mrs. Tillman and Mr. Thompson to plan, schedule and complete this test for our EL students. The testing window closes on April 2, 2021. I currently have 4 evaluations left to complete for the 2020-2021

school year. Leadership: Logan Mascher - Logan has taken on a leadership role in our technology department. He is a student aid for Mrs. Gier, but he has also been a huge contributor to our Striv program under the guidance of Mrs. Barker. Logan has been willing to Striv numerous events at Bayard Public Schools. Mrs. Gier has played a huge role in the success of our updated systems. She has also integrated all of our school sponsored social media accounts into the school website. Sharon and Laisha Garza - Sharon and Laisha Garza were the first female wrestlers to compete at the Girls State Tournament in school history! Engagement: NSAA Advisory Committee - We had a meeting for all interested Sophomores, who would like to represent Bayard High School on this State Committee. If an individual is selected to be a part of the committee, they would have the opportunity to travel to Lincoln, and participate in Advisory Meetings at the NSAA headquarters. Esports - Congratulations to Mr. Posey, Mr. Horn and the 7 members of the Esports team, for their victory over Kearney Catholic. This competition marks the first official competition for our Esports team. FFA - Mr. Rafferty and the Bayard FFA program had the opportunity to compete in their first in-person competition this season last week in Gordon. Cheerleading - The cheer squad attending their first competition in Lexington on January 30. Community: Activity Dates to put on your Calendars: Bayard vs Leyton BB Game - February 9 - Bayard Parents' Night Winter Royalty Crowning, WTC Speech - February 10 – Bayard, District Wrestling - February 13 – Sutherland, Girls Sub-Districts - Week of February 15 – TBD, State Wrestling - February 17, 18 – Omaha, Boys Sub-Districts - Week of February 22 – TBD, MAC Speech - February 24 – Bayard, Spring Sports - March 1, Lion's BB Tournament - March 5,6,7 – Bayard, District Speech - March 8 – Hemingford.
Mrs. Foreman provided her report to the board. Academics: The MTSS team is working to update and improve our systems. We are developing a central location for data, student progress, curriculum, interventions and educational programming. The goal will be to have programming determined in advance and provide direction for teachers to know what to do if students need more than the core curriculum. The Steering Committee for school improvement allows the (SIP) School Improvement Systems and ILCD (Improving Learning for Children with Disabilities) team to collaborate and share ideas to improve our programs for students. Leadership: I am working to ensure that special education data in SRS, Adviser, NSSRS and Infinite Campus is accurate and uploaded to NDE and OSEP. For something that is record keeping and reporting, it sure consumes tons of effort and time. SPED Finance. We are having 4 training sessions this year provided by ESU and NDE. Bobbie and I have attended one session and plan to attend the other 3 as well. We are planning monthly meetings with Bayard staff. Working hard now to have systems in place to make the actual state reporting more efficient. Engagement: Our staff continues to collaborate with OT, PT, Speech Therapist, Autism Specialists, Board Certified Behavior Analyst, Vision Specialist, Teacher for Deaf and Hard of Hearing, Sign Language Interpreters, Regular and Special Education Teachers, families, outside therapists, other districts, Life Link, Meridian, Panhandle Beginnings and advocates. Community: Many families depend on the school for mental health and counseling services. After Christmas there seems to be an increase in student behaviors that require more behavioral resources. Functional Behavior Assessments requests are on the rise. Our goal is to help support these students and families as best we are able.

XI.B. Superintendent

Dr. Miller provided his report to the board. Teachers will be attending the ESU#13 Winter Conference on Presidents' Day. New teachers will be trained in the 7 Habits of Highly Effective People during the upcoming in-service days held in conjunction with the WTC and MAC Speech Meets. I will be participating on a school improvement visitation for Sutherland Public Schools on February 10 and 11th. We are beginning the process of starting to work on initial plans for next school year. This is a busy time when we continue to work on a strong finish to the current year while planning ahead to the challenges and opportunities of the year to come. We are in the process of thinking about the ESSERSII funding and how that might help with unfinished learning, safe learning environments, and accelerating learning during the ongoing pandemic and concurrent recovery. We are continuing through the months of the school year where cash flow remains a challenge. As I had shared last month, timing of tax payments significantly impacts our cash on hand during the winter and spring. This is exacerbated by delays in grant reimbursement at NDE due to the pandemic. We continue to seek a Spanish teacher. We have been in contact with one applicant who has an expiring visa in eastern Nebraska. We are awaiting additional information on the candidates continuing eligibility to work in the

United States, along with information about ongoing certification for this applicant. We have reached out to other potential contacts who might be interested in alternative certification. To date, we do not yet have any applicants with a valid certification for the coming school year. We continue to await guidance from NEMA regarding whether the generator project will be able to meet the FEMA Benefit Cost Ratio requirements. At this time, it is not looking like the project will be feasible. I received a board member request for data on homeschool enrollment and option enrollment in our district. I am awaiting NDE guidance regarding the actual NDE reports, which I would like to share with the board if NDE designated them as public documents. If NDE authorizes the release of the actual reports, I will share those with the board. In the meantime, here are some statistics without disclosing names of students participating in these programs: Homeschool: 29 students registered with the state of Nebraska at 17 homes. Regarding Option Enrollment, we have 4 students optioning in from Bridgeport, 4 students optioning from Minatare, 9 students optioning from Gering, and 10 students optioning from Scottsbluff. We have 2 students optioning to Minatare, 6 students optioning to Gering, 4 students optioning to Scottsbluff, and 25 optioning to Bridgeport. We continue to seek another full-time bus driver. If you know anyone who would be interested, please have them contact Mr. Richard Pieper. I would like to work with the Budget and Audit Committee to schedule a meeting sometime prior to the March board meeting. The 90-day "long" Legislative session continues. I would encourage everyone to keep an eye on the happenings in the Legislature. Decisions made in Lincoln impact what happens to and for the students in our school community. We continue working within state and regional parameters to provide opportunities for students to participate in a variety of activities and learning opportunities. We have been in communication with Twin Cities Development regarding the possibility of hosting community collaboration as TCD works with the University of Nebraska and the current owners of Bayard Grocery on efforts to continue having a grocery store operating in our community. Our staff and students are commended for their persistence throughout this school year. There have been many challenges, but our staff and students keep working toward success.

XII. Set Next Meeting Date

Next meeting set for March 8, 2021 at 7:00p.m.

XIII. Adjournment

Motion Passed: Motion for adjournment at 10:01p.m. passed with a motion by Donna Stuart and a second by Kim Burry

Votes: Carolyn Applegate: Yea, Joe Applegate: Yea, Kim Burry: Yea, Becky Henkel: Yea, Kim Kildow: Yea, Donna Stuart: Yea

____

Secretary

Bayard Public Schools
03/08/2021
GENERAL FUND

Vendor Name	GL Acct #	Description	Amount
ALARM SECURITY TECHNICIANS	01 2620 352 002 002 2	ast monitoring	28.95
	01 2620 352 001 001 1	ast monitoring	28.95
	Total		**57.90**
ASSOCIATION OF SCHOOL BUSINESS	01 2510 330 000 000 0	internal controls training-stuart	49.00
	Total		**49.00**
B & C STEEL CORPORATION	01 1100 610 001 001 1	welding metal	330.00
	Total		**330.00**
BAYARD AUTOMOTIVE	01 2710 610 000 000 0	fuel, oi,l and air filters	681.95
	Total		**681.95**
BAYARD PUBLIC SCHOOLS - LUNCH	01 1160 610 000 000	feb 21 staff meals	793.33
	Total		**793.33**
Bayard Tiger Paws	01 2712 626 000 000 0	feb 21 sped fuel	523.31
	01 2710 626 000 000	feb 21 fuel	2,329.65
	01 2710 626 000 000	feb 21 discount	(57.06)
	01 2610 626 001 001 1	feb 21 fuel	32.47
	01 2610 626 001 001 1	feb 21 discount	(0.65)
	Total		**2,827.72**
BAYARD TRANSCRIPT	01 2310 540 000 000 0	minutes and notice	490.14
	01 2310 540 000 000 0	publications feb 21	145.90
	Total		**636.04**
BENZEL PEST CONTROL	01 2610 350 001 001 1	pest control	110.78
	01 2610 350 002 002 2	pest control	110.77
	01 2610 350 001 001 1	mar21 pest control	110.78
	01 2610 350 002 002 2	mar21 pest control	110.77
	Total		**443.10**
BLACK HILLS ENERGY	01 2610 621 001 001 1	#242155 feb 21 heating fuels	6,486.80
	01 2610 621 002 002 2	#462419 feb 21 heating fuels	2,276.18
	01 2610 621 000 000 0	#267959 feb 21 heating fuels	471.33
	Total		**9,234.31**
Cadwallader, Deb	01 1292 591 003 000 0	0-2 resource teacher	275.50
	01 1291 591 003 000 0	3-5 resource teacher	174.00
	Total		**449.50**
CANNON FINANCIAL SERVICES	01 1100 810 001 001 1	copier lease	129.50
	01 1100 810 002 002 2	copier lease	129.50
	Total		**259.00**
CARDMEMBER SERVICE	01 6212 610 050 002 2	Laser Lenses	290.59
	01 3540 610 002 002 2	https://1000booksbeforekindergarten.org/	30.00
	01 2510 382 000 000 0	1 mo cell phone	39.26
	01 1100 610 002 002 2	k-2 digital curriculum	99.95
	01 1100 610 002 002 2	3-6 digital curriculum	99.95
	01 1100 810 001 001 1	Spring 2021 subscription for PTCFast.com	25.00
	01 1100 810 002 002 2	Spring 2021 subscription for PTCFast.com	25.00
	01 2510 531 000 000 0	postage	35.50
	01 1100 330 002 002 2	training meal	69.62
	01 2320 810 000 000 0	journal star reoccuring	9.99
	01 2510 810 000 000 0	mailchimp reoccuring	9.99
	Total		**734.85**
CENTURY LINK	01 2510 382 002 002 2	#1510 telephone	141.93
	01 2510 382 002 002 2	#7931 telephone	201.31
	01 2510 382 001 001 1	#0450 telephone	174.94
	01 2510 382 001 001 1	#1785 telephone	545.08
	Total		**1,063.26**
CHADRON STATE COLLEGE	01 1100 810 002 002 2	NHD Program Student fee	40.00
	Total		**40.00**
CITY OF BAYARD	01 2610 621 002 002 2	#75600 electric	3,208.71
	01 2610 410 002 002 2	#75600 utlities	1,003.50
	01 2610 621 001 001 1	#75400 electric	5,639.18
	01 2610 410 001 001 1	#75400 utlitites	637.50
	01 2610 621 000 000 0	#31200 electric	37.00
	Total		**10,525.89**
CONNECTING POINT	01 1100 610 001 001 1	feb 21 copier service	372.83
	01 1100 610 002 002 2	feb 21 copier service	372.83
	01 1100 610 001 001 1	copier service	256.78
	01 1100 610 002 002 2	copier service	256.77
	Total		**1,259.21**
CULLIGAN WATER CONDITION	01 2610 610 001 001 1	feb 21 r/o	25.50
	01 2610 610 002 002 2	feb 21 r/o	105.90

	Total		**131.40**
DAS STATE ACCOUNTING - CENTRAL	01 1100 382 000 000 0	jan 21 network 01-0176	232.49
	Total		**232.49**
DUEKER, NEAL	01 2710 332 000 000 0	mileage reimb	131.10
	Total		**131.10**
EDUCATIONAL SERVICE UNIT #13	01 2190 591 000 000 0	feb 21 therapeutic behavior/mental healt	300.00
	01 2140 591 001 001 1	hs non sped psych counseling	959.46
	01 2140 591 002 002 2	elem non sped psych counseling	359.35
	01 1100 330 001 001 1	mid winter conf	490.00
	01 1100 330 002 002 2	mid winter conf	490.00
	01 1100 382 001 001 1	feb 21 dl	747.00
	01 1100 382 001 001 1	feb 21 erate	350.00
	01 1160 320 000 000 0	feb 21 neva	708.33
	01 1200 591 003 002 2	feb 21 sup esu programs	722.93
	01 6408 591 004 000 0	feb 21 lifelink	3,927.00
	01 6408 591 004 000 0	feb 21 lifelinks	(577.50)
	01 1200 591 003 002 2	feb 21 pt sup elem	8.51
	01 6408 591 004 000 0	feb 21 meridian A	1,178.10
	01 1200 591 003 002 2	feb 21 sup meridian speech	1.93
	01 1200 591 003 002 2	feb 21 low vision sup	25.92
	01 1200 591 003 002 2	feb 21 sup elem ot	157.82
	01 1292 591 003 000 0	sup 0-2 ot	14.40
	01 2153 591 003 000 0	0-2 speech	330.19
	01 2152 591 003 000 0	3-5 speech	616.78
	01 2151 591 003 001 1	hs speech	187.54
	01 2151 591 003 002 2	elem speech	3,906.74
	01 2151 591 003 002 2	meridian speech	24.09
	01 2162 591 003 000	3-5 ot	344.70
	01 2161 591 003 002 2	elem ot	1,972.80
	01 2163 591 003 000 0	0-2 ot	180.00
	01 2171 591 003 001 1	hs pt	106.40
	01 2171 591 003 002 2	elem pt	86.40
	01 2181 591 003 002 2	elem low vision	324.00
	01 1291 591 003 000 0	3-5 sup ot	27.58
	01 2190 591 000 000 0	panhandle beginnings	965.70
	01 1200 591 003 000	sped inservice	86.10
	01 2141 591 003 001 1	hs psych counseling	2,005.16
	01 2141 591 003 002 2	elem psych counseling	808.53
	01 2141 591 003 001 1	hs psych assessment	484.30
	01 2141 591 003 002 2	elem psych assessment	1,558.20
	01 1291 591 003 000 0	sup of esu 3-5	49.34
	01 1292 591 003 000 0	sup esu 0-2	26.42
	01 6408 591 004 000 0	meridian b	285.06
	01 6408 591 004 000 0	feb 21 meridian b	2,850.60
	01 1200 591 003 002 2	sup of elem pt	6.91
	Total		**27,096.79**
FRANK PARTS COMPANY	01 2710 610 000 000 0	Bus 14 heater repair filters oil	479.38
	Total		**479.38**
IDEAL LINEN SUPPLY	01 2610 610 001 001 1	mats towels mops	747.36
	Total		**747.36**
IDEAL/BLUFFS FACILITY SOLUTIONS	01 2610 610 002 002 2	Tissue, paper towels, bleach	522.90
	Total		**522.90**
J W PEPPER & SON INC.	01 1100 610 000 000 0	kyrie eleison	12.80
	01 1100 610 000 000 0	One More Light, SAB	53.75
	01 1100 610 000 000 0	A Thousand Years, SSA	56.25
	01 1100 610 000 000 0	Revolting Children, 2part	53.75
	01 1100 610 000 000 0	What About Us, SAB	56.25
	01 1100 610 000 000 0	Antiphonal Kyrie, 2part	48.75
	01 1100 610 000 000 0	Hamilton, book	49.98
	01 1100 610 000 000 0	Folk Songs for Solo Med/High	15.99
	01 1100 610 000 000 0	Folk Songs for solo Med/Low	15.99
	01 1100 610 000 000 0	Spiritual for Solo Med/Low	15.99
	01 1100 610 000 000 0	Spiritual for Solo Med/High	15.99
	01 1100 610 000 000 0	duets for snare and flute	15.98
	01 1100 610 000 000 0	antiphonal kyrie	48.75
	01 1100 610 000 000 0	distant light	56.00
	01 1100 610 000 000 0	camel caravan	45.00
	Total		**561.22**
JOHNSON CASHWAY LUMBER CO	01 1100 610 001 001 1	Misc Supplies	401.86
	Total		**401.86**
JONES SCHOOL SUPPLY CO. INC.	01 2410 610 001 001 1	Certificates for Honor Roll	17.00
	01 2410 610 001 001 1	Certificates for honor roll	17.00
	01 2410 610 001 001 1	certificates for honor roll	17.00
	01 2410 610 001 001 1	shipping	5.25
	Total		**56.25**

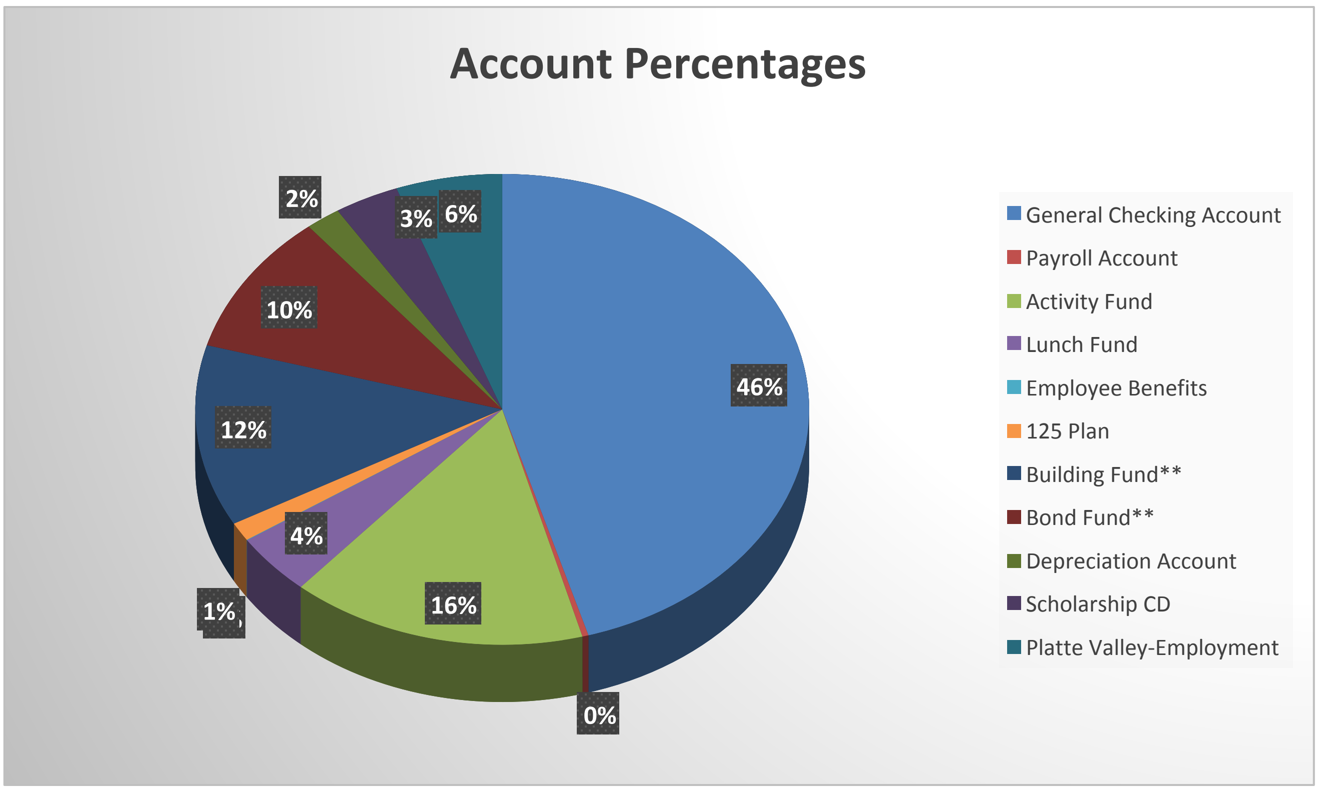
JOSTENS	01 2310 610 000 000 0	graduation cap and gowns	952.00
	Total		**952.00**
LINGO COMMUNICATIONS	01 2510 382 000 000 0	feb21 telephone	148.62
	Total		**148.62**
MATHESON TRI-GAS INC.	01 1100 610 001 001 1	refill gas bottle for mig welder	154.29
	01 1100 610 001 001 1	torchmate supplies	87.97
	Total		**242.26**
MCI COMM SERVICE	01 2510 382 000 000 0	telephone	35.63
	Total		**35.63**
MIDAMERICA BOOKS	01 2220 640 001 001 1	Brown vs Board of Education	4.99
	01 2220 640 001 001 1	Hurricane Katrina	4.99
	01 2220 640 001 001 1	Moon Landing	4.99
	01 2220 640 001 001 1	Assassination of John F. Kennedy	4.99
	01 2220 640 001 001 1	Boston Tea Party	4.99
	01 2220 640 001 001 1	Great Chicago Fire	4.99
	01 2220 640 001 001 1	Louisiana Purchase	4.99
	01 2220 640 001 001 1	1929 Stock Market Crash	4.99
	01 2220 640 001 001 1	2004 Indian Ocean Tsunami	4.99
	01 2220 640 001 001 1	Assassination of Martin Luther King Jr	4.99
	01 2220 640 001 001 1	Battle of Little Bighorn	4.99
	01 2220 640 001 001 1	Cuban Missile Crisis	4.99
	01 2220 640 001 001 1	Lewis and Clark Expedition	4.99
	01 2220 640 001 001 1	Salem Witch Trials	4.99
	01 2220 640 001 001 1	Titanic	4.99
	01 2220 640 001 001 1	Operation Desert Storm	4.99
	01 2220 640 001 001 1	Pearl Harbor	4.99
	01 2220 640 001 001 1	Bolshevik Revolution	4.99
	01 2220 640 001 001 1	Dust Bowl	4.99
	01 2220 640 001 001 1	Great Wall of China	4.99
	01 2220 640 001 001 1	Irish Potato Famine	4.99
	01 2220 640 001 001 1	Jamestown Colony	4.99
	01 2220 640 001 001 1	Zebulon Pike Expedition	4.99
	01 2220 640 001 001 1	Building the Panama Canal	4.99
	01 2220 640 001 001 1	Terror at the Munich Olympics	4.99
	01 2220 640 001 001 1	French and Indian War	4.99
	01 2220 640 001 001 1	Hindenburg Disaster	4.99
	01 2220 640 001 001 1	U.S. Constitution and the Bill of Right	4.99
	01 2220 640 001 001 1	United States Enters World War I	4.99
	01 2220 640 001 001 1	Trail of Tears	4.99
	01 2220 640 001 001 1	U.S. Involvement in Vietnam	4.99
	01 2220 640 001 001 1	Cold War	4.99
	01 2220 640 001 001 1	Earthquake in Haiti	4.99
	01 2220 640 001 001 1	Holocaust	4.99
	01 2220 640 001 001 1	New Deal	4.99
	01 2220 640 001 001 1	Prohibition Era	4.99
	01 2220 640 001 001 1	U.S. Industrial Revolution	4.99
	01 2220 640 001 001 1	War of 1812	4.99
	01 2220 640 001 001 1	Tiananmen Square Protests	4.99
	01 2220 640 001 001 1	Amistad	4.99
	01 2220 640 001 001 1	Bubonic Plague	4.99
	01 2220 640 001 001 1	Chernobyl Disaster	4.99
	01 2220 640 001 001 1	Endurance Expedition	4.99
	01 2220 640 001 001 1	Gulf of Mexico Oil Spill	4.99
	01 2220 640 001 001 1	Korean War	4.99
	01 2220 640 001 001 1	Manhattan Project	4.99
	01 2220 640 001 001 1	Transcontinental Railroad	4.99
	01 2220 640 001 001 1	Around the World in 80 Days	4.99
	01 2220 640 001 001 1	Captains Courageous	4.99
	01 2220 640 001 001 1	Alabama Crimson Tide	4.99
	01 2220 640 001 001 1	Auburn Tigers	4.99
	01 2220 640 001 001 1	Florida Gators	4.99
	01 2220 640 001 001 1	LSU Tigers	4.99
	01 2220 640 001 001 1	Michigan Wolverines	4.99
	01 2220 640 001 001 1	Nebraska Cornhuskers	4.99
	01 2220 640 001 001 1	Notre Dame Fighting Irish	4.99
	01 2220 640 001 001 1	Ohio State Buckeyes	4.99
	01 2220 640 001 001 1	Oklahoma Sooners	4.99
	01 2220 640 001 001 1	Tennessee Volunteers	4.99
	01 2220 640 001 001 1	Texas Longhorns	4.99
	01 2220 640 001 001 1	USC Trojans	4.99
	01 2220 640 001 001 1	Arkansas Razorbacks	4.99
	01 2220 640 001 001 1	Clemson Tigers	4.99
	01 2220 640 001 001 1	Florida State Seminoles	4.99
	01 2220 640 001 001 1	Miami Hurricanes	4.99
	01 2220 640 001 001 1	Ole Miss Rebels	4.99

	01 2220 640 001 001 1	Oregon Ducks	4.99
	01 2220 640 001 001 1	Texas A&M Aggies	4.99
	01 2220 640 001 001 1	Wisconsin Badgers	4.99
	01 2220 640 001 001 1	shipping	34.43
	Total		**378.74**
MUSICIAN'S FRIEND	01 1100 610 000 000 0	Hand bell set	54.99
	Total		**54.99**
NE ASSOCIATION OF SCHOOL BOARDS	01 2310 810 000 000 0	nasb dues	3,912.00
	Total		**3,912.00**
NE COLORADO CELLULAR, INC	01 1100 382 000 000 0	hotspots striv and hudl	473.84
	Total		**473.84**
NE RURAL COMMUNITY SCHOOLS ASSOC.	01 2310 330 000 000 0	NRCSA Conference Registration - Carolyn	210.00
	Total		**210.00**
NE SAFETY CENTER	01 2710 330 000 000 0	level 1 training-k wagner	225.00
	Total		**225.00**
NEBRASKA ASSOCIATION OF SCHOOL	01 2310 330 000 000 0	c applegate presidents retreat	150.00
	Total		**150.00**
POST MASTER	01 2510 810 000 000 0	annual post office box fee	156.00
	Total		**156.00**
PROTEX CENTRAL INC.	01 2620 352 001 001 1	replace bad smoke detectors	374.39
	Total		**374.39**
SAFER SCHOOLS TOGETHER	01 2510 330 000 000 0	grieavances unchained-stuart	39.00
	Total		**39.00**
SIMMONS OLSEN LAW FIRM P.C.	01 2330 317 000 000 0	legal fees	353.50
	Total		**353.50**
SOAR PEDIATRIC THERAPY, LLC	01 2171 591 003 002 2	elem jan 21 pt	1,829.01
	01 2172 591 003 000 0	3-5 jan 21 pt	549.31
	Total		**2,378.32**
SOLIANT HEALTH	01 6212 591 053 002 2	school psych	1,640.00
	01 6212 591 053 002 2	school psych	1,701.50
	01 6212 591 053 002 2	school pysch	1,148.00
	01 6212 591 053 002 2	school pysch	1,066.00
	01 6212 591 053 002 2	school pysch	164.00
	01 6212 591 053 002 2	school pysch	1,496.50
	01 6212 591 053 002 2	school psych	1,148.00
	01 6212 591 053 002 2	school psych	1,537.50
	Total		**9,901.50**
STAPLES	01 2510 610 000 000 0	AA batteries	56.68
	01 2510 610 000 000 0	4 brother ink cartridges	21.96
	Total		**78.64**
STERLING COMPUTERS CORP	01 6212 610 059 002 2	Dell Chromebook 3100	13,801.20
	Total		**13,801.20**
SYNCB/AMAZON	01 2620 610 001 001 1	ice machine filter	142.72
	01 1100 610 000 000 0	LiCB CR2032 3V Lithium Battery(10-	11.96
	01 1100 610 000 000 0	Guitar Chord Poster (24"x30"), Education	13.95
	01 1100 610 001 001 1	Paper Towns	17.97
	01 1100 610 001 001 1	Everything, Everything	28.02
	01 1100 610 000 000 0	Heavyweight 24'x100' paper roll	49.54
	01 1100 610 000 000 0	4K HDMI Cable 15 ft, iVANKY High Speed	34.48
	01 1100 610 000 000 0	4K HDMI Cable 25 ft, iVANKY High Speed	48.20
	01 1100 610 000 000 0	HDMI Cable 4K 10ft, iVANKY 18Gbps	37.02
	01 2710 610 000 000 0	Solenoid for 03-A heater	107.98
	01 1100 610 001 001 1	3 Textbooks from Amazon	112.83
	01 1100 610 001 001 1	6 Bee Bots and 1 charging station	589.60
	01 1100 610 001 001 1	Shipping cost for the 6 Bee Bots and 1 c	55.00
	01 2610 610 001 001 1	Orange Pusher Snow Shovel	204.96
	01 1100 610 002 002 2	25 ft HDMI cable	14.64
	Total		**1,468.87**
TIME MANAGEMENT SYSTEMS	01 2510 810 000 000 0	mar 21 timeclock	162.50
	Total		**162.50**
VERIZON	01 2710 610 000 000 0	jan 21 gps	210.47
	Total		**210.47**
WALMART COMMUNITY/GECRB	01 6968 610 002 002 2	Juice Boxes meat sticks animal cookies a	54.81
	01 6968 610 002 002 2	cooking club tape	54.98
	Total		**109.79**
JOHNSON CONTROLS	03 4700 720 000 000	replace gas control module rtu	3,895.00
	03 4700 720 000 000	repair east unit	424.50
	03 4700 720 000 000	spare gas controls	2,980.00
	Total		**7,299.50**
PIPE WORKS PLUMBING LLC	03 4700 720 000 000	repair elem sprinkler leak	1,579.75
	Total		**1,579.75**
		General Fund Total	**$95,563.07**

Building Fund	**$8,879.25**
Payroll	**$415,869.62**

BAYARD PUBLIC SCHOOL
TREASURER REPORT
BANK STATEMENT BALANCES as of February 28, 2021

General Checking Account	$ 972,991.16		
Payroll Account	$ 6,873.65		
Activity Fund	$ 333,928.06		
Lunch Fund	$ 90,395.44		
Employee Benefits	$ 703.13		
125 Plan	$ 27,455.66		
Building Fund**	$ 266,732.54		
Bond Fund**	$ 208,610.01		
Depreciation Account	$ 39,521.93		
Scholarship CD	$ 72,920.73		
Platte Valley-Employment	$ 119,830.21		
		$ 2,139,962.52	

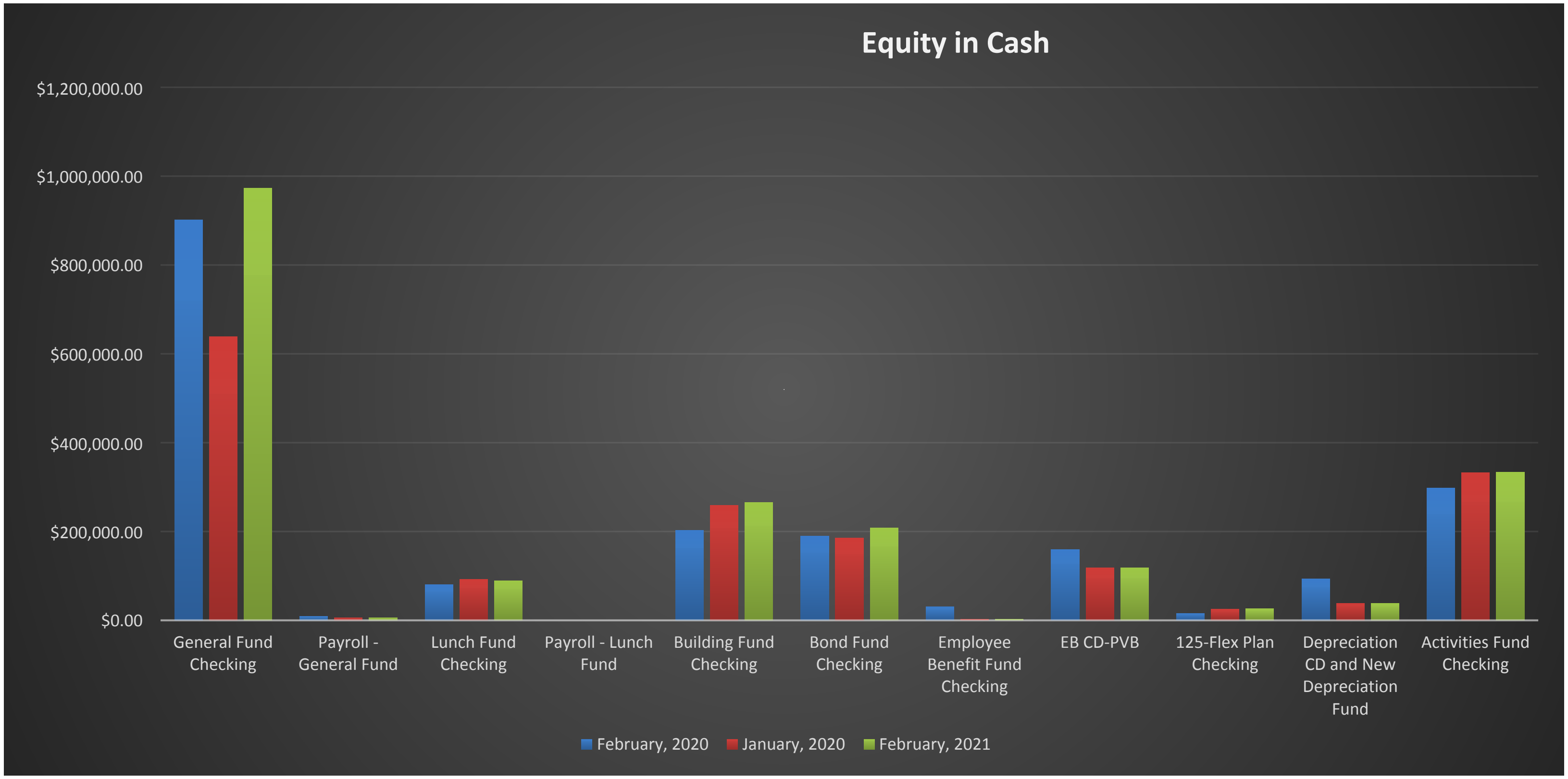


Bayard Public Schools

Equity in Cash

February 28, 2021

Fund	Fund #	February, 2020 PRIOR YEAR BALANCE	January, 2020 PRIOR MONTH BALALANCE	February, 2021 REVENUES	February, 2021 EXPENSES	February, 2021 ENDING BALANCE
General Fund Checking	01-101	$901,539.55	638,823.68	873,135.22	(538,967.74)	$972,991.16
Payroll - General Fund	01-104	$9,573.97	6,872.88	413,158.31	(413,157.54)	$6,873.65
Lunch Fund Checking	02-101	$81,828.15	92,942.45	20,350.13	(22,897.14)	$90,395.44
Payroll - Lunch Fund	02-104	$0.00	0.00	7,409.47	(7,409.47)	$0.00
Building Fund Checking	03-101	$204,134.52	260,159.24	10,679.32	(4,106.02)	$266,732.54
Bond Fund Checking	04-101	$190,718.30	186,634.52	21,975.49	0.00	$208,610.01
Employee Benefit Fund Checking	05-101	$32,205.10	794.06	1,800.75	(1,891.68)	$703.13
EB CD-PVB	05-106-1000	$160,450.73	119,830.21	0.00	0.00	$119,830.21
125-Flex Plan Checking	05-107	$16,984.32	26,013.33	4,368.89	(2,926.56)	$27,455.66
Depreciation CD and New Depreciation Fund	06-101	$94,347.37	39,336.42	185.51	0.00	$39,521.93
Activities Fund Checking	07-101	$299,117.41	333,874.62	21,284.05	(21,230.61)	$333,928.06
Scholarship CD	07-114	$79,219.58	72,693.00	227.73	0.00	$72,920.73
TOTAL		$2,070,119.00	$ 1,777,974.41	$ 1,374,574.87	$ (1,012,586.76)	$2,139,962.52



2020/2021 Grants DRAFT

Grant Checklist

Federal Grants	
☐	REAP $23,683
✔	SFI 2019 $542,000
☐	SFI 2021 $300,368 + carryover ($85154)
☐	Title I $142,285
☐	21st Century $50,000
☐	IDEA 6408 $ 75,785 64 6406 $1073
☐	FEMA Generator $180,000

State Grants	
☐	Bus Grant $42,000
✔	Early Childhood $11,474
☐	Pathfinder Equipment Grant
☐	
☐	
☐	

COVID Funding	
✔	ESSERS #1 $100,454
☐	ESSERS #2 $ 382,767
☐	FEMA 1 $9350.55
☐	FEMA2 $3,149.70
☐	ESSERS#3 TBD
☐	Afterschool Grant $5,550 (awaiting approval)

Other Grants

	Applied	GAN	Reimbursed
Education Quest (5yrs) $20,000	✔	✔	☐
Wind/Solar	✔	✔	☐
PEAK Funds $1633.50	✔	✔	☐
Vape Detector Grant $5,000	✔	✔	☐
AfterSchool NASA	✔	✔	✔
	☐	☐	☐

	Applied	GA	Reimbursed
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐

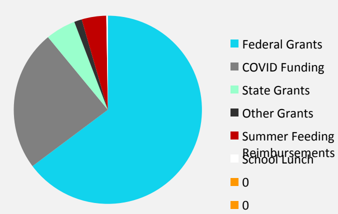
Grant Budget

CATEGORY	% OF BUDGET	SUBTOTALS
Federal Grants	68%	$1,324,147.12
COVID Funding	25%	$495,721.25
State Grants	5%	$105,587.22
Other Grants	1%	$26,883.50
Summer Feeding Reimbursements	4%	$86,361.04
School Lunch	0%	$5,350.08
0	0%	$0.00
0	0%	$0.00

TOTAL GRANT FUNDS

$1,952,339.09

Does not include Lunch Program



CATEGORY	AMOUNT	COMMENTS
Federal Grants	**$1,324,147.12**	
REAP	$23,683.00	
SFI 2019	$542,000.00	approved waiting on reimbursement
SFI 2021	$300,368.00	
Title I	$142,285.00	
21st Century (Pathfinders)	$50,000.00	
FEMA Generator	$180,000.00	
IDEA 6408 Ages 5-21	$75,785.00	
IDEA 6406 Agese 3-5	$1,073.00	
RLIS	$8,953.12	
	$0.00	
	$0.00	
	$0.00	
COVID Funding	**$495,721.25**	
ESSERS #1	$100,454.00	approved waiting on reimbursement
ESSERS #2	$382,767.00	
ESSERS #3 TBD	$0.00	
FEMA #1	$9,350.55	approved waiting on reimbursement
FEMA #2	$3,149.70	approved waiting on reimbursement
	$0.00	
	$0.00	
	$0.00	
State Grants	**$105,587.22**	
Bus Grant	$42,000.00	
Early Childhood	$11,474.00	final reimbursement request submitted
Afterschool grant for Equipment	$15,841.90	
Wind/Solar Grant	$18,748.32	

Flex	$17,523.00	
Other Grants	$26,883.50	
PEAK	$1,633.50	
Vape Detector Grant	$5,000.00	
NASA Afterschool	$250.00	Do not have to request reimbursement they sent items needed
Education Quest Grant (5 yr. Grant)	$20,000.00	received $500.00 summer 2020, received $900.00 2/21
Summer Feeding Reimbursements	$86,361.04	
20-Oct	$26,735.10	received
20-Nov	$16,043.75	received
20-Dec	$18,821.23	received
20-Jan	$24,760.96	have not received
School Lunch	$5,350.08	
20-Aug	$532.80	received
20-Sep	$1,442.88	received
20-Oct	$1,584.00	received
20-Nov	$490.56	received
20-Dec	$546.24	received
21-Jan	$753.60	received
	$0.00	
	$0.00	

Year	Grant	Amount Award	Current Expenditures	Received Reimbursement	Amount Left to be reimbursed	Pending Reimbursemnts	Amount to Rollover
18/19	Solar and Wind Energy (Teacher Evaluation)	$18,748.32	$12,414.18	$0.00	$18,748.32		
18/19	SFI (CSI)1 yr 2 yr grant	$542,000.00	$449,487.00	$456,846.00	$85,154.00		$85,154.00
19/20	ESSERS #1	$100,454.00	$100,454.00	$100,454.00	$0.00		
19/20	FEMA #1	$9,350.55	$9,350.55	$0.00	$9,350.55	$9,350.55	
19/20	FEMA #2	$3,149.70	$3,149.70	$0.00	$3,149.70	$3,149.70	
19/20	Diesel Mitigation Bus Grant	$42,000.00	$42,000.00	$0.00	$42,000.00		
19/20	EdQuest 5yr	$20,000.00		$1,400.00	$18,600.00	$0.00	
19/20	Afterschool Equip grant	$15,841.90	$0.00	$0.00	$15,841.90		
19/20	FEMA Generator	$180,000.00	$22,854.12	$0.00	$180,000.00		
20/21	Title I	$142,285.00	$88,930.35	$0.00	$142,285.00		
20/21	21st Centuty Pathfinders	$50,000.00	$28,719.09	$0.00	$50,000.00		
20/21	Early Childhood	$11,474.00	$11,474.00	$0.00	$11,474.00	$11,474.00	
20/21	IDEA 6408	$75,785.00	$42,729.36	$0.00	$75,785.00		
20/21	IDEA 6406	$1,073.00	$0.00	$0.00	$1,073.00		
20/21	SFI Year 3	$300,368.00	$170,135.30	$0.00	$300,368.00		
20/21	REAP	$23,683.00	$6,289.00	$0.00	$23,683.00		
20/21	ESSERS #2	$382,767.00	$0.00	$0.00	$382,767.00		
20/21	Vape Detector Grant	$5,000.00	$0.00	$0.00	$5,000.00		
20/21	HAL		$114.87	$0.00	$0.00		
20/21	Flex	$17,523.00	$8,307.32	$0.00	$17,523.00		
20/21	PEAK	$1,633.50	$1,633.50	$0.00	$1,633.50		
20/21	NASA	$250.00		$250.00	$0.00		
20/21	RLIS	$8,953.12			$8,953.12		
Totals		**$1,952,339.09**	**$998,042.34**	**$558,950.00**	**$1,393,389.09**	**$23,974.25**	**$85,154.00**

Total Awarded Grants	**$1,952,339.09**
Total money spent toward grants	**$933,991.21**
Grant Reimbursement Received	**$558,950.00**
Pending Reimbursements	**$23,974.25**
Entitled Funds Not yet claimed	**$415,118.09**

Bayard Public Schools 2011-2020

Competitive Grants/Donations/Refinances	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Total
NCLB	$109,680.00	$101,925.00	$93,217.00	$96,011.00	$93,728.00	$81,472.00						$576,033.00
IDEA	$22,364.00	$22,364.00	$22,364.00	$22,364.00	$22,364.00	$22,377.00	$34,679.00	$26,364.00	$76,045.00	$76,858.00		$348,143.00
Title I				$8,137.00	$4,091.00	$3,963.00						$16,191.00
ESSA							$85,035.00	$97,367.00	$125,542.00	$142,285.00		$450,229.00
Education Jobs	$2,071.00											$2,071.00
Early Childhood Education Grant				$125,000.00	$100,000.00	$100,000.00	$22,815.00	$34,225.00	$29,613.00	$11,747.00		$423,400.00
21st Century Community Learning Center Grant					$69,320.00	$69,320.00	$69,320.00	$55,456.00	$50,000.00	$50,000.00		$363,416.00
Flex								$15,682.66	$17,050.00	$17,523.00		$50,255.66
Perkins Grants		$8,000.00	$12,661.00	$14,799.00	$11,000.00				$10,963.78			$57,423.78
REAP				$12,988.00		$14,407.00	$21,151.00	$19,865.00		$25,325.19		$93,736.19
RLIS									$7,372.00			$7,372.00
Nebraska Department of Environmental Quality			$20,895.00									$20,895.00
Quivey Bay Foundation			$25,000.00									$25,000.00
Oregon Trail Community Foundation			$2,500.00						$5,000.00			$7,500.00
Sustainable Schoolyards				$12,000.00								$12,000.00
Partner Commitments (UNL)					$20,000.00	$20,000.00	$20,000.00					$60,000.00
Valley Bank and Trust		$25,000.00	$25,000.00	$25,000.00	$25,000.00							$100,000.00
Platte Valley Bank		$25,000.00										$25,000.00
Bond Refinance Savings	$114,298.00				$246,328.00							$360,626.00
Dollar General Literacy Grant					$3,000.00							$3,000.00
Title IV-A SSAE Grant (FranklinCovey Partnership)							$78,302.00					$78,302.00
Comprehensive School Improvement (CSI)(SFI)								$542,000.00		$300,368.00		$842,368.00
Nebraska Diesel Emission Mitigation Program Grant								$42,000.00	$42,000.00	$42,000.00		$126,000.00
Solar and Wind Energy (Teacher Evaluation)								$18,748.32				$18,748.32
FEMA Hazard Mitigation Grant									$180,000.00			$180,000.00
FEMA Tornado												$0.00
Fema Covid									$12,500.25			$12,500.25
ESSERS									$100,454.00	$382,767.00		$483,221.00
CenturyLink Grant (Schluterbusch)					$1,000.00							$1,000.00
Bayard Public Library Partnership									$4,000.00			$4,000.00
												$0.00
Total	$248,413.00	$182,289.00	$201,637.00	$316,299.00	$595,831.00	$311,539.00	$331,302.00	$851,707.98	$660,540.03	$1,048,873.19	$0.00	**$4,748,431.20**

Workforce Partnerships
Experience Works Partnership
Foster Grandparent Partnership

Grants/Donations Sought	Funds Requested	Funds Committed	Funds Received
WESTCO	$10,000.00	$10,000.00	$10,000.00
City of Bayard Keno Funds	$10,000.00	$8,000.00	
Kelly Bean	$1,500.00	$1,500.00	$1,500.00
Oregon Trail Community Foundation	$10,000.00	$5,000.00	
FFA Foundation	$10,000.00	$10,000.00	
Snow Redfern Foundation	$10,000.00		
Farm Credit Services of America	$10,000.00	$8,000.00	
Simplot	$500.00	$500.00	$500.00
BNSF	$10,000.00	$10,000.00	$10,000.00
Totals to Date	**$62,000.00**	**$43,000.00**	**$12,000.00**

	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
SPED SA	203514	190292	236959	176641	173212	161004	149226	159657	144585	
SPED SA Trans	34648	35272	35149	13943	7191	1707	0	4889	4426	
Apportionment	45257.2	60184.75	53374.07	56933.23	52911.56	54742.33	50996.05	45439.32	52018.47	42808.41
State Aid	2039213.66	2007080.36	2099946	2109919	2097895	1942483	1877561	1943838	1985757	
Breakfast State	763.5	554.12	875.18	722.95	789.5	1935.45	1858.45	1697.35	1612.8	
Lunch Federal	118230.16	113919.96	124632.4	143382.9	150883.8	154781.1	147439.8	153368	118227.5	
Lunch State	548.02	599.69	614.99	594.91	560.26	513.23	480.07	494.86	463.3	
Fruit Veggie	11144.4	0	0	0	0	0	0	0	0	
Distance Ed	2000	2000	4000	16000	0	0	6425.64	6469.29	10142.28	
IDEA/Poverty	33651	126793	80180	10910	88198	68640	9834	58852	56940	
Summer Food Expanding	0	0	6290.71	6518.12	0	0	0	0	0	
Nutrition Training	0	0	0	1994.26	0	0	0	0	0	
Summer Feeding	0	0	0	10013.98	8134.03	5821.09	7053.04	6434.55	95890.14	
HAL			0	0	0	0	2342	2202	4748	4745

NASB Monthly Update for Board Meetings - Agenda Item: March 2021

View the Monthly Update in video form at:
http://members.nasbonline.org/index.php/news-resources/videos

February Board Notes - Newsletter

"NASB Update"

As a board, some items you should doing, or have on the agenda for March include:

http://members.nasbonline.org/index.php/resources

MISSION, VISION, & GOALS

- Strategic Plan Update; District Goals Update;

POLICY GOVERNANCE

- Review, update, and adopt policy;
- Review Student Attendance policies. A child is of mandatory attendance age if the child (a) will reach six years of age prior to January 1 of the then-current school year and (b) has not reached eighteen years of age.
- *Option Enrollment Application period. On or before April 1, the option school districts shall provide the resident school district with the name of the applicant. *Note: If the application is submitted after March 15, within sixty days after submission. The option school district shall notify, in writing, the parent or legal guardian of the student and the resident school district whether the application is accepted or rejected on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

ACCOUNTABILITY & STUDENT ACHIEVEMENT

- Review School Improvement Plan
- Review Alternative Education Program

ADVOCACY

- Review 2021 Legislative Calendar, discuss NASB Legislative Updates and Legislative Committee Report; Consider Senator outreach and/or visit Capital;

DISTRICT/ESU RESOURCES [BUDGET]

- Board/Administrators Budget Work Session
- ESU staff - Tenure; certificated employee; contract amendment, termination, or nonrenewal; procedure; on or before April 15, of each year, any certificated employee whose contract of employment may be amended, terminated, or not renewed for the following school year shall be notified in writing of such possible action on the contract. Final action by the board shall be taken on or before May 15 of each year.
- School District staff - Certificated employee; contract amendment, termination, nonrenewal, or cancellation; On or before April 15, of each year, for any probationary or permanent certificated employee, written notice must be given if the district plans on amending, terminating, or not renewing the employee's contract for the next school year. Final action on this contract must be taken on or before May 15.
- Board Finance Committee Report;

REPORTS

- Board Committees; Superintendent; Administrators;

BOARD PROFESSIONAL DEVELOPMENT

- Renew NASB Membership; NSBA Conference;

LEARNING COMMUNITY

- Learning Community Attendance Application. On or before April 1, a Learning Community Attendance Application is due. A school district must accept or reject any applications made by a parent or guardian requesting to attend a school that is not in an attendance area where the applicant resides.

NASB's Video Resources: ***http://members.nasbonline.org/index.php/news-resources/videos***

- Legal Resources, NASB's Live & Learn Series, Q&A's with the Governor and Commissioner Blomstedt, EHA Updates, Advocacy breakdowns, Monthly Board Agendas, and MUCH more!

Networking & Events: ***http://members.nasbonline.org/index.php/events***

- Board President Retreat Workshop – March 14-15 - Kearney
- Board President Retreat Webinar – March 16
- Virtual NAEP State Convention – March 30
- Budget & Finance Workshops – March 31 in Norfolk; April 7 in Gering; April 20 in Lincoln
- NSBA 2021 Online Experience – April 8-10
- NASB Legislative Lunch – April 12
- New Board Member Workshop - April 14 - Kearney

Advocacy/2021 Legislative Session:

- The 2021 legislative session began January 6. Keep tabs with all things pertinent to your school at NASB's Govt Relations page at http://members.nasbonline.org/index.php/government-relations
- Stay engaged during the Session and follow along with the bills NASB is tracking at: https://nasb.enviseams.com/legislative-bills and through NASB's ***Legislative Notes*** e-updates.

Follow NASB on twitter at www.twitter.com/NASBonline using the hashtag #liveNASB
and on facebook at www.facebook.com/NASBonline

Watch all of the NASB videos at http://members.nasbonline.org/index.php/news-resources/videos

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the ***Board Notes newsletter*** for "This Month In …" To access the latest newsletter, click here:
http://members.nasbonline.org/index.php/news-resources/board-notes

POLICY NO. 8202 - REIMBURSEMENT FOR TRAVEL EXPENSES

Recognizing that travel to certain educational conferences and conventions provides school personnel with an opportunity to keep abreast of the latest developments and trends in the field of education which ultimately result in an improved program of instruction for the local school system, and that in the course of conducting school business, certain expenses are incurred, the Board of Education authorizes the reimbursement of expenses incurred therein.

Reimbursement regulations shall be as follows:

A. Meals and Lodging
   1. Cost of meals must be itemized by date
   2. Hotel bills should be filed with expense report
   3. Reimbursement for tips will be allowed

B. Transportation
   1. When school representatives are attending a conference or conducting school business and a private car~~e~~ is used mileage will be allowed at the current IRS Mileage Rate.
   2. Parking and storage charges will be allowed
   3. Transportation by public carrier will be reimbursed at the actual cost of the fare minus the federal tax. (Travel or school district business by public carrier is exempt from Federal Tax.)

Adopted: 8-17-76

Revised: 1-14-80, 7-13-81; 9-13-10

Reviewed: 8-9-10, 3-13-17

POLICY NO. 5134 - HIGH SCHOOL CREDIT FOR MIDDLE SCHOOL COURSES

High school credit may be awarded to students in a middle grades course if the course content and requirements are equivalent to a course offered in the high school. For the purposes of this policy, 6th grade is considered to be included in the middle grades (in alignment with Nebraska Department of Education reporting requirements.

Legal Reference: NDE Rule 10.003.05B

Adopted: 8-11-14

POLICY NO. 8101 - ~~AMERICANISM~~ COMMITTEE ON AMERICAN CIVICS

At the beginning of each ~~school~~ calendar year a committee on American Civics ~~Americanism~~ shall be chosen from the Board.

Adopted: 8-17-76

Reviewed: 8-9-10, 3-13-17

Revised:

POLICY NO. 8201 - LIMITATIONS OF BOARD MEMBERS

The decisions and actions of a single member of the Board of Education cannot be binding on the entire Board. As an individual, he/she has no legal status. He/She has no right to commit the other members of ~~his~~ the Board or the administration to any request made directly to him/her.

The Board can exercise its powers and duties only in properly called meetings where a majority of the Board constitutes a quorum to transact business.

Adopted: 8-17-76

Reviewed: 8-9-10, 3-13-17

Revised:

Proposed Revised POLICY NO. 5084 - VEHICLES ON SCHOOL PROPERTY ~~PUPILS DRIVING CARS~~

Pupils driving cars to school are required to park them in the designated area upon arrival at school.

The school assumes no liability for pupils driving motor vehicles.

It shall be the responsibility of all faculty and school employees to report any violation of traffic laws or any improper conduct of student drivers to the principal. ~~Based on the nature of the violation, the principal (with a signed complaint from the school employees) will (a) require the student to check in his/her keys at the Principal's office from 8:30 a.m. – 3:30 p.m. for one week, or (b) file a civil complaint with the Bayard Police Department for legal action to be brought against the student.~~

The Board adopts the following rules regarding parking and driving on School District property.

Parking

1. The Superintendent may designate certain areas of the parking lots as staff only parking. Any areas designated as staff only parking may not be used by students or visitors.

2. Only one vehicle may be parked in a parking stall. Vehicles must be parked in a stall front-end first.

3. Administration may request that any vehicle parked in violation of this policy be towed at the vehicle owner's expense.

4. Students shall have no expectation of privacy regarding vehicles they bring on to School District property. School personnel may search the contents of any vehicle driven or parked on School District property by a student.

Driving/Vehicles

1. All vehicles on School District property must be licensed, registered, and insured according to law. The Administration may report to law enforcement any vehicle suspected to be unlicensed, unregistered or uninsured according to law.

2. Anyone operating a vehicle on School District property must hold the requisite license to operate such vehicle and be covered by insurance as required by law. The Administration may report to law enforcement any suspected violations.

3. No ATVs, UTVs, golf carts, dirt bikes, or similar vehicles may be operated on School District property, unless they meet all of the requirements in item 1 above except by school employees in the course of their employment or as specifically authorized in advance by the Superintendent.

4. Operating a vehicle beyond the established parking lots and driveways of the school is prohibited.

5. Operating a vehicle in an unsafe or reckless manner is prohibited.

6. Anyone operating a vehicle on School District property shall follow all general traffic and driving laws and regulations.

7. Vehicles driven or parked on School District property shall not display images or messages that contain profanity, that are sexual in nature, or that are obscene, vulgar, or offensive. This shall include, but not be limited to decals, bumper stickers, flags, accessories, and license plates.

Any student, staff member, or patron who repeatedly violates this policy may lose his or her right to drive and/or park on School District property. Any student or staff member who violates this policy may be disciplined in the discretion of the Superintendent.

Adopted: 8-17-76

Revised: 1-14-80; 7-13-81

Reviewed: 6-14-10

HALO SMART SENSOR

VAPE & THC DETECTION

AIR QUALITY & ENVIRONMENTAL MONITORING

CHEMICAL DETECTION

PRIVACY AREA SECURITY

KEY WORD ALERTING | GUNSHOT DETECTION | AGGRESSION & LOUD DISTURBANCES

The award-winning product, HALO IOT Smart Sensor, has been helping schools across the globe combat the vaping epidemic. With its new spoken key word and gunshot detection features, HALO is expanding across industries as the preferred security solution for privacy areas where you cannot have a video camera or record conversations.

HALO detects environmental changes that occur in these privacy concern areas and as a device on the network, it sends email, text and security platform alerts to designated security personnel. HALO can detect flammables, hazardous chemicals, air quality changes such as vaping and smoking and changes in temperature and humidity. HALO can also detect noise level fluctuations and can send alerts when unusual activity occurs such as a gunshot or aggressive behavior like fighting.

With its key word detection, a daughter in her dorm room, a hotel housekeeper, a patient in duress, a student in a hazing incident or an elderly parent living by themselves can alert security to an attack or emergency in real time.

HALO will also analyze room occupancy through light detection in addition to monitoring temperature, humidity, pressure and air quality. HALO includes a built-in tamper detection alert.

There is no more excuse for the thousands of security incidents that occur each year in privacy areas, get the protection of HALO!

HALO IOT Smart Sensor - Patent Pending

Audio Analytics
- Spoken Key Word Alerting
- Abnormal Noise Level Detection
- Gunshot Detection
- Shouting
- Excessive Banging
- Occupancy
- Bullying

Chemical
- Ammonia
- Carbon Monoxide
- Carbon Dioxide
- Nitrogen Dioxide

Environmental
- Temperature
- Humidity
- Tamper
- Pressure

Air Quality
- Vape
- THC
- Smoke
- Formaldehyde
- Benzene
- Volatile Organic Compounds (VOCs)

Light
- Occupancy
- Level

Alerting
- Email or SMS text alerts
- Alerts to Video Management & Access Control
- 3rd party emergency applications
- Low voltage relay outputs
- Cloud mapping alerts

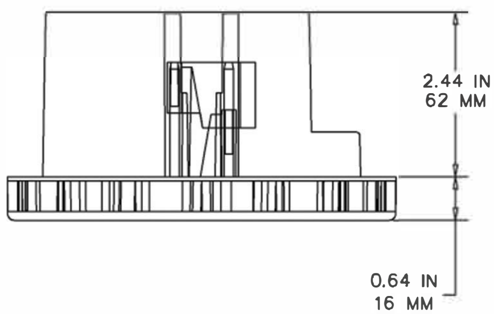
IPVideo Corporation
ipvideocorp.com

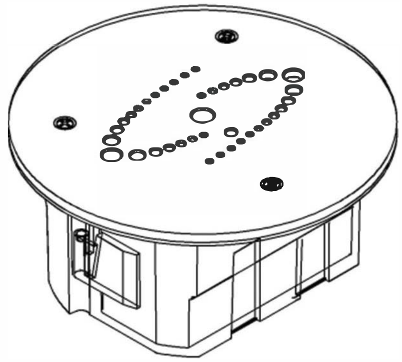
Call me to discuss: Hank Montgomery 224-900-8180
hmontgomery@arlingtoncp.com

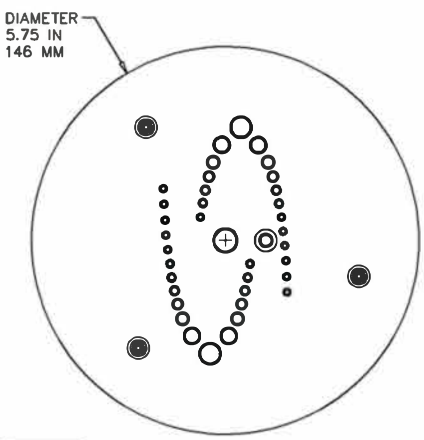
ACP CreativIT

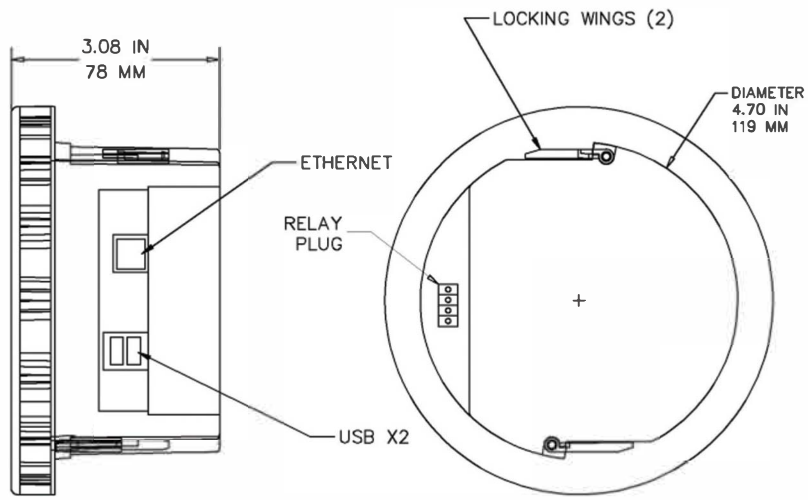
General Specifications

Operating Temperature	32°F - 122°F (0°C - 50°C)
Operating Humidity	0 to 90% Relative Humidity (non-condensing)
Power Supply	PoE (IEEE 802.3af Class 3 Compliance) 9W
Dimensions	5.75" x 3.08" (146mm x 78mm)
Weight	0.8 lbs (0.365 kgs)
Mounting Options	Ceiling Flush Mount, Surface Mount (optional)
Vandal	IK10 rated, vandal proof housing with Tamper Alert
Certifications	UL, CUL, CE, RoHS, FCC, WEEE









LASER 1

HALO IOT Smart Sensor contains a Class 1 Laser Product.

Interface Specifications

Live Display Resolution*	1024 x 768
Frame Rate*	1 FPS
Video Compression*	MJPEG
Audio	MEMS Microphones (2) [Audio Analysis Only] No Recording of Live Stream
Relays Outputs	2, Normally Open or Closed, 48VDC at 1 amp
VMS Integrations	Milestone, Genetec, Video Insight, ExacQ Vision, Nx Witness, Wisenet Wave VMS, Luxriot Evo, DW Spectrum IPVMS, Ganz Cortrol, Mirasys, Digifort, EoCortex, Cathexis Vision, Qognify and many others
Other 3rd Party Integrations	Maxxess, Open Options, Vigilance Software, NULeds, Aruba HPE, PunchAlert, IdentifyED, Presence Management, Extreme Network Defender, Gallagher and many others
Status Light	Alarm Condition, Multi-Color, Programmable
Speaker	Alarm Condition, Pre-Recorded Files, Programmable

Image display of sensor readings only.

Network Specifications

Ethernet	RJ-45 (10/100 Base-T)
Alarm Triggers	Particulates, Carbon Dioxide Equivalents, Total Volatile Organic Compounds, Carbon Monoxide, Ammonia, Temperature/Humidity, Light Level, Sound Levels, Tamper, Vape, Vape THC, Aggression, Gunshot, Spoken Key Word
Protocols	TCP/IP, UDP, IPV4/V6, HTTP, HTTPS, DHCP, ARP, Bonjour, Wireless Connectivity
Maximum Users Connections	Live MJPEG Stream, 8 Users

***All information is subject to change without notice.*

IPVideo Corporation
ipvideocorp.com

Call me to discuss: Hank Montgomery 224-900-8180
hmontgomery@arlingtoncp.com

ACP CreativIT

BAYARD PUBLIC SCHOOLS

SECONDARY SCHOOL

COURSE HANDBOOK

2021-2022 SCHOOL TERM

MISSION STATEMENT

The mission of Bayard Public Schools is to partner with parents to provide a successful educational experience and diverse opportunities.

TABLE OF CONTENTS

Junior High Course Descriptions

Nondiscrimination in Education Programs and Activities

It is the policy of the Bayard Public Schools not to discriminate on the basis of race, color, national origin, creed, age, marital status, sex, or disability in its educational programs, activities, or employment policies, as required by Titles VI and VII of the 1964 Civil Rights Act, Title IX of the 1972 Education Amendments, the Section 504 Rehabilitation Act of 1973, and the Nebraska Equal Educational Opportunities Act.

Any person who believes she or he has been discriminated against, denied a benefit, or been excluded from participation in any district educational program or activity on the basis of sex, race, or handicap, in violation of this policy, may grieve such matters using the adopted grievance procedures of this district. Such procedures shall provide for prompt and equitable resolution of complaints alleging acts of discrimination.

Inquires regarding compliance with Title IX, Section 504, Title VI of the Nebraska Equal Opportunity in Education Act may be directed to the High School Principal, Bayard High School, (308)586-1700, or in the case of Title IX and Section 504 Rehabilitation Act, to the Director of the Region VII Office for Civil Rights, 10220 North Executive Hills Boulevard, 8th Floor, Kansas City, Missouri 64153, or call (816) 891-8026.

Policy Enforcement:
To ensure compliance with this policy, the superintendent shall:

I. Designate a member of the administrative staff:
   a. To coordinate efforts of the district to comply with this policy;
   b. To develop and ensure maintenance of a filing system to keep records required under this policy;
   c. To investigate any complaints of violations of this policy;
   d. To administer the grievance procedure established in this policy;
   e. To develop affirmative action programs, as appropriate;

II. Provide for the publication of this policy on an ongoing basis to students, parents, employees, prospective employees, and district employee unions or organizations, with such publication including the name, office address, and telephone number of the compliance administrator designated, pursuant to this policy in paragraph C., 1. above.

Grievance Procedure
Any student or employee of this district who believes he or she has been discriminated against, denied a benefit, or excluded from participation, in any district education program or activity, on the basis of sex, in violation of this policy, may file a written complaint with the compliance administrator designed in Paragraph C, 1, of this policy, above. The compliance administrator shall cause a review of the written complaint to be conducted and a written response mailed to the complainant within ten (10) working days after receipt of the written complaint. A copy of the written complaint and the compliance administrator's response shall be provided each member of the Board of Education. If the complainant is not satisfied with such response, he or she may submit a written appeal to the Board of Education, indicating with particularity the nature of disagreement with the response and his or her underlying disagreement. The Board of Education shall consider the appeal at its next regularly scheduled board meeting, following receipt of the response.

The Board of Education shall permit the complainant to address the board in public or closed session, as appropriate and lawful, concerning his or her complaint and shall provide the complainant with its written decision on the matter as expeditiously as possible following the completion of the hearing.
The designated administrator for Title IX is: Dr. Kelley Rice, 726 4th Avenue, Box 607, Bayard, Nebraska 69334. 308-586-1700. A complete copy of Title IX and Assurance of Compliance under Title IX of the Education Amendments of 1972 was posted for the students' use on November 3, 1972.

COURSES OFFERED

***Indicates a DL class (DL classes are subject to availability and may change without notice)**
~Indicates an online class (Online classes are offered through WNCC and may change without notice)

Agriculture
Animal Science
Farm & Business Management
Introduction to Agriculture
Plant & Soil Science
Power, Structure, and Technical Foundations

Business
~Principles of Accounting I
~Principles of Accounting II
~Business Law
~Introduction to Business
*Personal Finance

Career & Technical Education
Basic Nursing Assistant (BNA)
Career Development
Work Based Learning

Computer Technology
Broadcast Technology
Digital Design
Introduction to Computer Science
Intro to Computer Science (WNCC)
Introduction to Python Coding
Introduction to Robotics
Introduction to Technology Fundamentals
Java Coding

Education
Educational Field Experience
*Introduction to Education
Teacher's Aid Program (TAP)

FCS
*Child Development
~Infant/Toddler Development

Fine Arts
Advanced Guitar
Art I
Art II
Art III
Art IV
Beginning Guitar
High School Band
Concert Choir

Industrial Technology
CNC Manufacturing
Woodworking I
Woodworking II
Woodworking III
Woodworking IV

Language Arts
English I
English II
English III
English IV
*English Composition I
*English Composition II
Journalism I
Journalism II
Literature
Speech

Leadership
Leading Self
Career Essentials
Leading Others
College Readiness

Math
Algebra I
Algebra II
Applied Statistics
Business Math
*College Algebra
Geometry
Math IV/Pre-Calc
Pre-Algebra

Physical Education
Individual Health & Fitness
Lifetime Sports
Physical Education & Health
Strength

Science
Anatomy & Physiology
Applied Science
Biology
~Body Structure & Function
Chemistry
General Science
~Medical Terminology
Physical Science
Physics

Social Sciences
American Government
American History
The Decades
~General Economics
*History of the American West
~Introduction to Psychology
*United States History Since 1877
World Geography
World History

World Language
Spanish I
Spanish II
Spanish III

Miscellaneous
Odysseyware/Edgenuity
Distance Learning:
Anticipated 2021-2022 Offerings
Child Development
College Algebra
College Composition I
College Composition II
Personal Finance
History of American West
US History Since 1877
Online Learning:
Anticipated 2021-2022 Offerings
Body Structure & Function
Business Law
Computer Science I
Infant/Toddler Development
Introduction to Business
Introduction to Education
Medical Terminology
Additional options available through Nebraska Wesleyan Honors Program

GRADUATION REQUIREMENTS

Graduation Requirements for Bayard High School are the successful completion of 260 hours. Each class earns 5 hours per semester.

The total number of credits must include at least the number of hours listed in the following areas:

- English—40 semester hours
- Mathematics—30 semester hours
- Science—30 semester hours
- Social Science—40 semester hours
  - American History—10 semester hours required
  - American Government—10 semester hours required
- Physical Education—10 semester hours
- Community Service—8 hours Sophomore Year, 8 hours Junior Year, and 8 hours Senior Year

Preferred Sequence of Core and Technical Classes for Graduation Progress:

Freshman Year
English
*Math
Physical Science
World Geography
PE/Health
Leadership I (Leading Self)

Sophomore Year
English II
*Math
Biology
World History
Leadership II (Career Essentials)
8 hours Community Service

Junior Year
English III
American History
*Math
Science (Chemistry, General Science, or Applied Science)
Leadership III (Leading Others)
8 hours Community Service

Senior Year
English IV or College Composition
American Government
Leadership IV (College Readiness)
8 hours Community Service

*Math is required freshman, sophomore, and junior years. Students will be placed in the appropriate class as freshmen, then work their way through the sequence. The sequence is as follows:

Core: Pre-Algebra, Algebra I, Geometry, Algebra II
Upper Level Electives: Math IV, Business Math, Applied Statistics, College Algebra
(Math Electives may be taken in any order.)

BOARD POLICY ON EARLY GRADUATION

A student who has earned all required credits may graduate early. Students wishing to graduate early must inform Dr. Rice, in writing, no later than six months prior to their anticipated completion date, and meet with Mrs. Rafferty to develop a personal learning plan that meets the graduation requirements. Students who graduate early may choose to have their diplomas awarded at the time of completion or the student may participate in the spring commencement activities. More details are available in the student handbook.

GRADE LEVEL COURSES AND COURSE DESCRIPTIONS

Following will be found a list of courses for each grade level. Five semester hours are earned when an academic class meets for one semester. Required classes listed are necessary for graduation.

FRESHMAN COURSES

Required:

English I
Math (choose 1 listed below)
PE/Health
Physical Science
World Geography
Leading Self (Leadership I)

Electives:

Agriculture
Introduction to Agriculture (Ag 9)

Computer Technology
^*Broadcasting*
Introduction to Computer Science
Introduction to Technology Fundamentals

Fine Arts
Art I
Beginning Guitar
High School Band
Mixed Choir

Industrial Technology
Woodworking I

Language Arts
^*Literature*
^*Journalism I*
Speech

Math Options (required to choose 1)
Pre-Algebra
Algebra
Geometry

World Language
Spanish I

^Because of the level of reading/writing or technology necessary for these courses, students must have permission of the instructor and/or principal to take these electives.

SOPHOMORE COURSES

*DL Course—may change without notice
~Online class from WNCC

Required:

Biology
English II
Math (choose 1 listed below)
World History
Career Essentials (Leadership II)
8 Hours of Community Service

Preferred and Highly Recommended:

Intro to Technology (one semester)
Speech (one semester)

Electives:

Agriculture
Plant & Soil Science (Ag 10)

Business
~Principles of Accounting I
~Principles of Accounting II
*Personal Finance

Career & Technical Education
Basic Nursing Assistant (BNA)

Computer Technology
^*Broadcasting*
^*Digital Design*
Introduction to Computer Science
Intro to Computer Science (WNCC)
Introduction to Python Coding
Introduction to Robotics
Introduction to Technology Fundamentals

FCS
*Child Development

Fine Arts
Advanced Guitar
Art I
Art II
Beginning Guitar
High School Band
Mixed Choir

Industrial Technology
CNC Manufacturing
Woodworking I
Woodworking II

Language Arts
^*Literature*
Journalism I
Journalism II
Speech

Math
Pre Algebra
Algebra I
Algebra II
Geometry

Physical Education
Individual Health & Fitness
PE & Health
Strength

World Language
Spanish I
Spanish II

Miscellaneous
Online Class from WNCC
Odysseyware/Edgenuity

^*Because of the level of reading/writing necessary for these courses, students must have permission of the instructor and/or principal to take these electives.*

Sophomores wanting to take dual-credit, online or DL classes from WNCC must have the permission of Mrs. Rafferty or Dr. Rice, AND may have to qualify on the ACCUPLACER test. Possible classes may include:

Introduction to Education
Business Law
Introduction to Computer Science
General Economics
Infant/Toddler Development
Introduction to Business
Introduction to Psychology
Introduction to Robotics
Principles of Accounting I
Principles of Accounting II

Other courses may be available through WNCC upon request.

JUNIOR COURSES

*DL Class—may change without notice
~Online Class from WNCC—may change without notice

Required:
American History
English III
Math (choose 1 listed)
Science (choose 1 listed)
Leading Others (Leadership III)
8 hours of Community Service

Electives:

Agriculture
Animal Science (Ag 11)

Business
~Principles of Accounting I
~Principles of Accounting II
~Business Law
~Introduction to Business
*Personal Finance

Career & Technical Education
Basic Nursing Assistant (BNA)
Work Based Learning

Computer Technology
Broadcast Technology
Digital Design
Intro to Computer Science
Intro to Computer Science (WNCC)
Introduction to Python Coding
Intro to Robotics
Introduction to Technology Fundamentals

Education
Educational Field Experience
*Introduction to Education
Teacher's Aid Program (TAP)

FCS
*Child Development
~Infant/Toddler Development

Fine Arts
Advanced Guitar
Art I
Art II
Art III
Beginning Guitar
High School Band
Mixed Choir

Industrial Technology
CNC Manufacturing
Woodworking I
Woodworking II
Woodworking III

Language Arts
Journalism I
Journalism II
Literature
Speech

Math
Algebra II
Applied Statistics
Business Math
College Algebra
Geometry
Math IV

Physical Education
Individual Health & Fitness
Lifetime Sports
Physical Education & Health
Strength

Science
Anatomy & Physiology
Applied Science
*Body Structure & Function
Chemistry
General Science
*Medical Terminology

Social Science
The Decades
~General Economics
*History of the American West
~Introduction to Psychology
*United States History Since 1877

World Language
Spanish I
Spanish II
Spanish III

Miscellancous
Online course from WNCC
Odysseyware/Edgenuity
Online course from Nebraska Wesleyan Honors Program

Juniors wanting to take dual-credit, online or DL classes from WNCC must have the permission of Mrs. Rafferty or Dr. Rice, AND may have to qualify on the ACCUPLACER test. Possible classes may include:

Introduction to Education
Business Law
Infant/Toddler Development
Introduction to Business
Introduction to Robotics
Principles of Accounting I
Principles of Accounting II

Other courses may be available through WNCC upon request.

SENIOR COURSES

*DL Course—May change without notice
~Online Course from WNCC—May change without notice

Required:

English IV or English Composition I & II
American Government
College Readiness (Leadership IV)
8 Hours Community Service

Electives:

Agriculture
Ag Business Management (Ag 12)
Power, Structural, and Technical Foundations

Business
~Principles of Accounting I
~Principles of Accounting II
~Business Law
~Business Math
~Introduction to Business
*Personal Finance

Career & Technical Education
Basic Nursing Assistant (BNA)
Career Development
Work Based Learning

Computer Technology
Broadcast Technology
Digital Design
Intro to Computer Science
Intro to Computer Science (WNCC)
Introduction to Python Coding
Intro to Robotics

Education
Educational Field Experience
*Introduction to Education
Teacher's Aid Program (TAP)

FCS
*Child Development

Fine Arts
Advanced Guitar
Art I
Art II
Art III
Art IV
Beginning Guitar
High School Band
Mixed Choir

Industrial Technology
CNC Manufacturing
Woodworking I
Woodworking II
Woodworking III
Woodworking IV

Language Arts
Journalism I
Journalism II
Literature

Math
Algebra II
Applied Statistics
Business Math
College Algebra
Geometry
Math IV

Physical Education
Individual Health & Fitness
Lifetime Sports
Physical Education & Health
Strength

Science
Anatomy & Physiology
Applied Science
*Body Structure & Function
Chemistry
General Science
*Medical Terminology
Physics

Social Science
The Decades
~General Economics
*History of the American West
~Introduction to Psychology
*United States History Since 1877

World Language
Spanish I
Spanish II
Spanish III

Miscellaneous
Odysseyware/Edgenuity
Online course from WNCC
Online course from Nebraska Wesleyan Honors Program

Seniors wanting to take dual-credit, online or DL classes from WNCC must have the permission of Mrs. Rafferty or Dr. Rice, AND may have to qualify on the ACCUPLACER test. Possible classes may include:

Introduction to Education	Infant/Toddler Develop.	Introduction to Robotics
Business Law	Introduction to Business	
Principles of Accounting I	Principles of Accounting II	

Other courses may be available through WNCC upon request.

JUNIOR HIGH COURSES OFFERED

Agriculture
Ag 8

Career & Technical Education
Careers 8
Life Skills 7

Computer Technology
Computer Science

Fine Arts
Art 7
Art 8
JH Band
JH Choir

Industrial Technology
Industrial Arts

Language Arts
English 7
English 8
Reading

Leadership
JH Leadership

Math
Algebra I
Math 7
Math 8

Physical Education
Health 7
JH PE

Science
Science 7
Science 8

Social Science
History 7
History 8

World Language
Spanish 8

7TH GRADE COURSES

Required:

English 7	History 7	Reading (1 semester)	Art 7 (1 quarter)
*Math 7/Math 8	~JH PE	JH Leadership (1 quarter)	Health 7 (1 quarter)
Science 7	Industrial Arts (1 sem.)	Life Skills 7 (1 quarter)	

Electives: JH Band, JH Choir

8TH GRADE COURSES

Required:

English 8	History 8	Spanish 8 (1 sem.)	JH Leadership (1 quarter)
*Math 8/Alg. I	~JH PE	Careers 8 (1 quarter)	Comp. Science (1 quarter)
Science 8	Ag 8 (1 semester)	Art 8 (1 quarter)	

Electives: JH Band, JH Choir

*Students will be placed in math at the appropriate level based on NWEA scores and teacher recommendation. Qualified students may take Alg. I in junior high for high school credit.

~JH sports practices are held during JH PE time. Students who go out for sports will receive a grade from their coach as their PE grade. Sports available are: football, volleyball, wrestling, basketball, track. JH students may also do cross country, but will practice outside of school hours with the cross country team. Cross country will not take the place of JH PE.

JH students who do not take band or choir will have a study hall during that time.

HIGH SCHOOL COURSE DESCRIPTIONS

AGRICULTURE & MECHANICAL

ANIMAL SCIENCE
Prerequisites: Intro to Ag; Junior standing
Description: Roughly 75% classroom, 25% shop. Classroom covers domestication, digestive systems, reproductive systems, balancing rations and general animal agriculture. Shop covers basics of automotive servicing (tires, oil & brakes).
Membership in FFA is required.

AG BUSINESS MANAGEMENT
Prerequisites: Introduction to Ag; Senior standing
Description: Roughly 75% classroom, 25% shop. Classroom covers topics in Ag management, such as Ag law, Ag measurement, Ag marketing, understanding Ag business, cash flow, balance sheets, understanding the Farm Bill and understanding USDA programs. Shop is independent project work.
Membership in FFA is required.

INTRODUCTION TO AGRICULTURE
Prerequisites: None
Description: Roughly 50% classroom, 50% shop. Classroom covers the FFA program and introduction to Ag topics. Shop covers safety and intro to arc welding, mig welding, and the Torch-Mate plasma cutter. There will be a class project, such as picnic tables. **Membership in FFA is required. The student is also responsible to purchase FFA official dress (FFA jacket, black skirt/pants, white collared shirt, black footwear and an FFA tie/scarf), as well as protective clothing for welding.**

PLANT & SOIL SCIENCE
Prerequisites: Introduction to Agriculture; Sophomore standing
Description: Roughly 50% classroom, 50% shop. Classroom covers irrigation, soil properties, soil origin, plant properties, fertility, soil testing, crop practices and introduction to Agronomy. **Participation in the district landjudging contest is required.** Students will also work in the school greenhouse to learn basic greenhouse procedures and practices, as well as participate in the spring sale. Shop covers more advanced arc welding and mig welding, intro to oxy-fuel and possibly tig welding. Projects are allowed if all requirements are met in a timely manner. **Membership in FFA is required, as well as protective clothing for welding.**

POWER, STRUCTURE, AND TECHNICAL FOUNDATIONS
Prerequisites: Senior standing
Description: Roughly 25% classroom, 75% shop. This course introduces selected major areas of agricultural mechanics technology including small engine operation and repair, metal fabrication, woodworking, and electrical wiring. Learning activities include basic understanding, skill development and problem-solving. Classroom and laboratory activities are supplemented through supervised agricultural experiences and leadership programs and activities. **Membership in FFA is required. **This class is structured to be taken as a block (2 period) course. Students must sign up for both periods. Limited to 8 students.**

BUSINESS

PRINCIPLES OF ACCOUNTING I
Prerequisite: None
Description: *Online class.* This course is designed to provide introductory knowledge of financial accounting principles, concepts, and practices. Included topics are the balance sheet, the income statement, the statement of equity, the statement of cash flows, worksheets, journals, ledgers, accruals, adjusting and closing entries, internal control, inventories, fixed and intangible assets, liabilities, equity, and financial statement analysis. This course provides a foundation for more advanced work in the fields of accounting and business. ***Students must pay for this college credit class.**

PRINCIPLES OF ACCOUNTING II
Prerequisite: Principles of Accounting I
Description: *Online class.* This course is a continuation of Principles of Accounting I. The course covers cost relationship, statement analysis, and other accounting techniques used for management purposes and decision making. ***Students must pay for this college credit class.**

BUSINESS LAW
Prerequisites: Junior or Senior standing
Description: *Online class.* This course is designed to be of practical value regardless of the subsequent occupation of the student. The course covers social forces and the law, classes and sources of law, agencies for enforcement, and court procedure. The entire area of contracts—offer, acceptance, consideration, illegality, interpretation, transfer of rights, discharge, and breach of contract—is discussed. *** Student must pay for this college-credit course.**

INTRODUCTION TO BUSINESS
Prerequisites: Junior or Senior standing
Description: *Online class.* This course offers an introductory study and overview of the role of business in society as well as a discussion of the various disciplines of business including an overview of business organization, management, marketing, human resource management, and finance. Also a study and discussion of various strategies for success of specific public and private firms as well as small business. Business vocabulary is used to understand, analyze, and interpret business news and information. *** Student must pay for this college-credit course.**

PERSONAL FINANCE
Prerequisites: None
Description: *Distance Learning course.* Course is designed to help students understand the impact of individual choices on occupational goals and future earnings potential. Real world topics covered will include income, money management, spending and credit, saving and investing. We will also take a look at budgeting, buying a vehicle, buying or renting a home, and comparative shopping. This course will provide a foundational understanding for making informed personal financial decisions.

CAREER & TECHNICAL EDUCATION

BASIC NURSING ASSISTANT
Prerequisites: Must be at least 16. Cannot be convicted of a crime involving moral turpitude.
Description: This course is designed to provide students with the essential knowledge and skills to deliver basic care to residents/clients of healthcare facilities. Topics include: residential rights,

communications, safety, observations, reporting and assisting residents/clients in maintaining basic comfort and safety. Upton completion of the course, the student will arrange to take a written or oral examination and will demonstrate skill competency. The course is designed to meet the training requirements of the federal and Nebraska state law for nursing assistants working in licensed facilities. ***Students must pay for this college-credit class.**

CAREER DEVELOPMENT
Prerequisite: Senior standing
Description: This course is designed to help students learn to manage issues in everyday living, prepare for personal life and career responsibilities and develop employability skills. Students learn and apply the career and college planning process using the Nebraska Career Education Model and related resources. Students will identify personal interests, skills and values, then apply this knowledge to both academic and career decision making. Includes scholarship guidance and an overview of skills necessary to live on your own for the first time, such as personal finance.

WORK BASED LEARNING
Prerequisite: Junior or senior standing; On track to graduate
Description: A class that provides students the opportunity to connect what they learn in school with worksite application. Students are placed in an occupation that best relates to their career interest and aptitude. The school and business community work together to plan activities that will enable each student to apply the knowledge, attitudes and skills learned in the classroom to actual business situations and positions. Students must be on track to graduate.

COMPUTER TECHNOLOGY

BROADCAST TECHNOLOGY
Prerequisite: None
Description: Students will use the skills developed to create several broadcasting products. This will include informative videos/films, school announcements, advertisements, and live broadcasts. Topics covered may include, but are not limited to: history of mass media, terminology, safety, basic equipment, script writing, production and programming, lighting, recording and editing, and professional ethics. Students will use multiple programs including Wirecast, Photoshop, and iMovie. Students will be responsible to help with live-streaming of school activities during this course. ***Due to the level of technology knowledge necessary for this class, students may be asked to complete a technology skills assessment and must have permission from the instructor and/or the principal.**

DIGITAL DESIGN
Prerequisite: Passing grade on 8th grade computers or Intro to Technology Fundamentals
Description: Upper level course on the components of digital design. ***Due to the level of technology knowledge necessary for this class, students may be asked to complete a technology skills assessment and must have permission from the instructor and/or the principal.**

INTRODUCTION TO COMPUTER SCIENCE
Prerequisites: None
Description: The course introduces students to the creative aspects of programming, abstractions, algorithms, large data sets, the Internet, cybersecurity, and how computing impacts our world. Students will develop the computational thinking skills needed to fully exploit the power of digital technology and help build a strong foundation in core programming and problem-solving.

INTRODUCTION TO COMPUTER SCIENCE (WNCC)
Prerequisites: None
Description: *Online class.* This course is a study of computer programming, problem solving methods, and accepted software development practices using Java, a high-level programming language. Topics include the fundamentals of Java procedural and object oriented programming and the introduction of some advanced features of Java. ***Students must pay for this dual-credit class.**

INTRODUCTION TO PYTHON CODING
Prerequisite: Algebra I
Description: An interactive introductory course for students brand new to programming that teaches the foundations of computer science using the Python language. Not only will this semester- or year-long course prepare students for AP Computer Science A and AP Computer Science Principles, but it will teach students how to think computationally and solve complex problems, skills that are important for every student.

INTRODUCTION TO ROBOTICS
Prerequisites: Completion of Introduction to Computer Science
Description: This course helps students utilize off the shelf robotic kits to design, build, and program robots to interact with the real world. The course teaches the student how mechanical, electronic, and software components interact within a mechatronic system. No previous experience is required, though INFO-1210, INFO-1360, or previous programming experience is recommended. ***Students must pay for this dual-credit class.**

INTRODUCTION TO TECHNOLOGY FUNDAMENTALS
Prerequisite: Sophomore standing
Description: This course focuses on equipping students with real-world technology skills needed to thrive in the 21st century economy. The main focus is learning Microsoft Office software programs, primarily Word, by which students earn their Microsoft Office Specialist certification. Also covered in this class will be basic coding and programming, including the use of Lego robots, Digital citizenship, and webpage design. ***May be taken for college credit through WNCC. Cost of the dual-credit is the responsibility of the student, not the school district.**

JAVA COURSE
Prerequisite: Year long, prior coding experience recommended
Description: Students will learn to design and implement computer programs that solve problems relevant to today's society, including art, media, and engineering. AP Computer Science A teaches object-oriented programming using the Java language and is meant to be the equivalent of a first semester, college-level course in computer science. It will emphasize problem solving and algorithm development, and use hands-on experiences and examples so that students can apply programming tools and solve complex problems.

EDUCATION

EDUCATION FIELD EXPERIENCE
Prerequisite: Junior or Senior Standing; Enrolled in TAP
Description: Students will be afforded the opportunity to be involved in a classroom setting and are expected to meet the expectations of the cooperating teacher while also professionally interacting with students. Our expectation is that students are allowed to engage in meaningful instructional

opportunities, e.g., supporting small group work/conversations, leading a review. **It is also very important that you are dependable to be present when expected and engaged.** If your field experience requires you to join via Zoom, you should engage in professional dress and behavior. Students will complete and document **at least 45 hours** over the course of the semester. It is anticipated that the hours are completed throughout the entire semester.
***This course is offered for college-credit through Nebraska Wesleyan University. Students must pay for this course. It will be scheduled for the same period as TAP.**

INTRODUCTION TO EDUCATION
Prerequisite: Junior or senior standing; Must qualify on the ACCUPLACER
Description: *Online course.* This course provides an overview of education in the United States viewed in terms of history, philosophy, finance, and governance. It is designed to encourage critical thought regarding the role of education in a multicultural society, the role of the teacher, and educational practices in schools. The course is designed to help students explore education as a prospective career. ***Students must pay for this dual-credit class.**

TEACHER'S AID PROGRAM
Prerequisite: Junior or senior standing, permission of principal and supervising teacher
Description: This course provides students with volunteer experience related to education. Goals are cooperatively set by students and supervising teacher so that students increase their understanding about the roles and responsibilities of a teacher. Opportunities may include experiencing teaching in a controlled setting by designing learning experiences and giving presentations. Classroom instruction could include questioning, developing objectives, safety practices, and technology applications. Teacher's aids are generally not allowed in high school level classes. Students must complete the Title I modules on Project Para prior to being placed in the classroom, unless exempted by the principal and/or counselor.

FAMILY CONSUMER SCIENCE (FCS)

CHILD DEVELOPMENT
Prerequisite: None
Description: *Distance Learning course.* The course focuses on how to meet children's developmental needs in each stage of growth. Study centers on physical, intellectual, and social-emotional development from the prenatal stage through the school-age years. Observation and participation with young children may be a practical learning experience for students in this course.

INFANT/TODDLER DEVELOPMENT
Prerequisite: Junior or senior standing; must qualify on the ACCUPLACER
Description: *Online course.* This course focuses on prenatal development through three years of age. Planning developmentally appropriate curriculum to include all domains of the child—physical, cognitive, emotional, and social—is examined. ***Students must pay for this dual-credit class.**

FINE ARTS

ADVANCED GUITAR
Prerequisites: Beginning guitar or by audition
Description: Secondary course in guitar skills curriculum. Students will learn to play advanced chords, melodies, strum patterns, finger pick patterns, tablature, note reading, improvisation, and

ensemble performance. Students will also learn to compose music for guitar and play accompaniment by ear. This class will use the Consonus Music Institute blended guitar curriculum that incorporates student workbooks as well as online resources. Various guitarist and music genres will be explored from folk to rock and country to classical and jazz. Guitar ensembles will perform in high school music concerts and other events. **Fees may apply.**

ART I
Prerequisites: None
Description: Students, regardless of ability or experience, are introduced to the elements and principles of art. They will develop a variety of skills and techniques in regards to drawing, painting, clay, etc. Progress will be demonstrated over time through a sketchbook and a portfolio while students learn to develop their personal artistic style.

ART II
Prerequisites: Art I (must have passed)
Description: Art II is an intermediate level course where students will use the foundation of Art I to develop a greater depth of understanding of art. Students will apply their knowledge of elements and principles of art into a variety of media. Progress will be demonstrated over time through a sketchbook and a portfolio while students hone their personal artistic style.

ART III
Prerequisites: Art II (must have passed with a C or better)
Description: Art III is an advanced level course that is geared toward the more serious Art student. It will be a more individualized course that will require a greater sense of independence, as well as an increased knowledge of media and techniques. Progress will continue to be demonstrated over time through a sketchbook and portfolio that reflects the personal style of the artist.

ART IV
Prerequisites: Art III (must have passed with a C or better)
Description: Art IV is designed to help students perfect their artistic talent while building a portfolio. It is an individualized course that will require independence and a large knowledge base of media and techniques. Progress will be demonstrated over time through a portfolio that can be used for college applications and/or professional use.

BEGINNING GUITAR
Prerequisites: None
Description: Introductory course to guitar skills, music, and composition. Students will learn to play chords, melodies, strum patterns, finger pick patterns, tablature, note reading, improvisation, and ensemble performance. This class will use the Consonus Music Institute blended guitar curriculum that incorporates student workbooks as well as online resources. The curriculum also is multi-leveled so it is appropriate for more experienced guitar players. Various music genres will be explored from folk to rock and country to classical and jazz. Students will also learn to compose music for guitar and play accompaniment by ear. Guitar ensembles will perform in high school music concerts and other events.
Fees may apply.*Limited to 10 students

HIGH SCHOOL BAND
Prerequisites: Previous participation in band and/or lessons, director approval. Students must be at an appropriate skill level to be in high school band.

Description: Students in band continue to develop their instrument playing abilities, increase their knowledge of music terminology and learn about different styles of music. Students in band represent the school at civil activities and school activities, including games, parades, contests and festivals. Students have the opportunity to perform solos and in small groups. Band demands a reasonable amount of practice, discipline, good health, character and responsibility.

CONCERT CHOIR
Prerequisite: None
Description: The high school choir teaches proper vocal techniques, sight singing, responsibility to self and team, and work ethic. Musicians will have the opportunity to prepare and perform a variety of different choral music genres and showcase their achievements through various projects through out the year. After school attendance at specified performances is mandatory. The first semester is spent in preparation for WTC Honor Choir, High Plains Honor Choir, All-State Choir and a Christmas concert. The spring season is climaxed with the MAC Music Contest, District Music Contest and spring concert.

INDUSTRIAL TECHNOLOGY

CNC MANUFACTURING
Prerequisite: Sophomore standing or above and Woodworking I
Description: The goal of this class is to help students set up a business and website through which they will receive orders to manufacture gifts, plaques, etc. ***Limited to 8 students.**

WOODWORKING I
Prerequisite: None
Description: Beginning course for planning projects, building projects, and the use and care of tools.

WOODWORKING II
Prerequisite: Woodworking I
Description: An advanced course in woodworking. A continuation in developing skills and concepts learned in Woodworking I.

WOODWORKING III
Prerequisite: Woodworking II
Description: An advanced course in woodworking. A continuation in developing skills and concepts learned in Woodworking II. More advanced projects are expected.

WOODWORKING IV
Prerequisite: Woodworking III
Description: More advanced course in woodworking. Students will continue to develop skills and concepts learned in Woodworking III. More advanced projects are expected.

LANGUAGE ARTS

ENGLISH I
Prerequisite: None

Description: This course covers reading, writing, spelling, vocabulary, speech, and grammar. Reading covers numerous literary pieces, including short stories, novels, poetry, and nonfiction pieces. The composition portion focuses on narrative, informative, descriptive, and persuasive writing. An emphasis on formal, academic writing dominates the writing portion. Grammar and spelling lessons will be integrated within the writing process. Speaking and listening skills will be practiced during academic conversations and oral presentations.

ENGLISH II
Prerequisite: English I
Description: This course consists of reading various World Literature pieces, including, but not limited to, novels, short stories, nonfiction, and poetry. Cultural diversity and awareness will be a focal point in the texts. The course will also include a composition portion that focuses on literary analysis, informative, narrative, and argumentative writing. An emphasis on formal, academic writing will permeate the writing portion of the class. Grammar and spelling lessons will be integrated within the writing process.

ENGLISH III
Prerequisite: English I and II
Description: American Literature engages students in a close reading of influential and representative works of American fiction and non-fiction. This class will provide students the opportunity to expand and polish reading, writing, research, technology, listening, viewing, and speaking skills while studying a variety of genres. Active reading strategies process writing, and higher order/critical thinking skills will be utilized to analyze and interpret reading selections from specific time periods. Students will connect to their own lives while demonstrating proficiency of writing process. Along with regular reading and discussion, the course includes an extensive unit on writing a great college quality paper, and also one on writing scholarship essays. Students will demonstrate effective use of technology through a variety of presentations formats.

ENGLISH IV
Prerequisite: English I, II and III
Description: British Literature will provide students the opportunity to expand and polish reading, writing, research, technology, listening, viewing, and speaking skills while studying a variety of genres. Active reading strategies, process writing, and higher order/critical thinking skills will bc utilized to analyze and interpret reading selections from specific time periods. Students will examine how narrative structure, stylistic devices such as figurative language and symbolism, setting, and character development contribute to thematic ideas. Reading assignments are selected from a variety of historical periods and cultures, with a strong emphasis on poetry, drama, and fictional prose. Writing experiences include responses to poetry and prose passages, in-and out-of-class essays, and a personal essay. Students will connect to their own lives while demonstrating proficiency of writing process through narrative, reflective, descriptive, persuasive literary analysis, and research writing. Students will demonstrate effective use of technology through a variety of presentations formats.

ENGLISH COMPOSITION I
Prerequisite: English I, II, and III; Must qualify on ACCUPLACER or by ACT score
Description: Dual credit class (high school English requirement & 3 hours college credit). This course offers instruction and practice in the techniques of good writing, correlated with the reading and analysis of various types of factual literature. ***Student must pay for this dual-credit course.**

ENGLISH COMPOSITION II
Prerequisite: English Comp. I; Must qualify on ACCUPLACER or by ACT
Description: Dual credit class (high school English requirement & 3 hours college credit). A continuation of Composition I. This course offers further practice in good writing based on the reading and critical analysis of literature as genre (such as short story, poetry, drama and novel). In addition, the course presents library research techniques and other skills needed for writing research papers. A formal research paper is required. ***Student must pay for this dual-credit course.**

JOURNALISM I
Prerequisite: None
Description: This course introduces students to the concept of newsworthiness and press responsibility; develops students' skills in writing and editing stories, headlines, and captions; and teaches students the basis of production design, layout, and printing of a publication such as school newspapers, year books and literary magazines. ***Because of the level of reading/writing necessary for this class, freshmen & sophomores must have permission from the instructor and/or the principal.**

JOURNALISM II
Prerequisite: Journalism I
Description: This course provides students practice in advanced journalistic techniques and involves them in the formation and/or management of the production team. This course may include the production of a school newspaper, yearbook, or literary magazine and may include elements of photography, photojournalism, and exploration of opportunities for careers in journalism.

LITERATURE
Prerequisite: None
Description: The focus of the literature class is examining elements of literature and gaining an understanding of story elements in contemporary and classic text. The majority of the class is student lead, with students presenting topics and questions for each story to use in class discussion. ***Because of the level of reading/writing necessary for this class, freshmen & sophomores must have permission from the instructor and/or the principal.**

SPEECH
Prerequisite: None
Description: Students will be introduced to a variety of speech and communication activities for the 21st Century. Student will be expected to participate in various assigned projects including creating and delivering speeches. Speaking in front of others will be emphasized throughout the course.

LEADERSHIP

LEADING SELF (LEADERSHIP I)
Prerequisite: None
Description: This course is based on the Franklin Covey 7 Habits of Highly Effective Teens book and is the basis of the Leadership curriculum. Student will learn the 7 Habits: Be Proactive, Begin With the End in Mind, Put First Things First, Think Win-Win, Seek First to Understand, Synergize, and Sharpen the Saw.

CAREER ESSENTIALS (LEADERSHIP II)
Prerequisite: None
Description: This course continues the habits learned in Leading Self. Students will focus on career essentials including: Interview Skills, Presentation Skills, Listening Skills, Using Feedback, Emotional Control, Resume Writing, Digital Etiquette, Creativity, and Conversations.

LEADING OTHERS (LEADERSHIP III)
Prerequisite: None
Description: This course focuses the Covey Habits on leading others. Modules include: 4 Roles of Leadership, Leading Projects, Mentoring 1-to-1, Group Dynamics, Meeting Management, Group Decisions, Leading Families, Coaching, and Leading Work Teams.

COLLEGE READINESS (LEADERSHIP IV)
Prerequisite: None
Description: This course is the capstone of the Covey Habits curriculum. Modules include: 4 Disciplines, College Test Prep, Prep for College/Life, Study Skills, Weekly Planning, Financial Literacy, Away From Home, Roommates, Taxes, Community Involvement, and Health & Fitness. Completion of this course will provide the student with the information and skills necessary to transition into the adult world.

MATH

ALGEBRA I
Prerequisite: None
Description: Algebra is a course in the study of mathematics involving operations on sets of numbers represented by symbols. Algebra I will use the generalization of mathematics in which it uses symbols to solve for the unknown using the known elements. This beginning level course will develop confidence and ability in using variables and functions to represent numerical patterns and quantitative relations. Absolute value, inequalities and quadratic functions will also be introduced. Deductive reasoning will be integrated into the study of Algebra.

ALGEBRA II
Prerequisite: Algebra I, Geometry
Description: This class is designed to build on algebraic and geometric concepts. It develops advanced algebra skills such as systems of equation, advanced polynomials, imaginary and complex numbers, and quadratics. It also introduces matrices and their properties. The content of this course is important for students' success on both the ACT and college mathematics entrance exams.

APPLIED STATISTICS
Prerequisite: Algebra II. Must qualify on the ACCUPLACER test or with ACT score
Description: Applied Statistics is a semester long dual-credit offering that is a standard applied statistics course that applies to a wide variety of academic disciplines; e.g., medicine, biology, engineering, business, psychology, etc. Topics to be covered include descriptive statistics, probability, distribution theory, confidence intervals, test of hypothesis, Chi-squared test, and linear correlation and regression. The course utilizes a robust software page, for selected problems. ***Student must pay for this dual-credit course.**

BUSINESS MATH
Prerequisite: None
Description: This course focuses on mathematical functions using whole numbers, fractions, decimals, and percents that are required to function in today's business world as well as to handle personal finance. The ability to estimate and approximate answers in solving financial problems will be emphasized. Students will work with computer spreadsheets and learn to create and interpret graphic representations of numerical data. Business topics that will be covered include interest rates, job costing, merchandising, payroll, credit, taxes, insurance, and global business.

COLLEGE ALGEBRA
Prerequisite: Algebra II; Must qualify on the ACCUPLACER test or with ACT score
Description: This semester long course is a preparation for trigonometry and calculus. Topics included are: graphs, functions, equations and inequalities, polynomial and rational functions, and exponential and logarithmic functions, systems of equations and inequalities, and selected discrete mathematical topics. ***Student must pay for this dual-credit course.**

GEOMETRY
Prerequisite: Algebra I
Description: This class will consist of basics of geometry, inductive and deductive reasoning, proofs, plane figures, parallel and perpendicular lines in congruent and similar figures, transformations, trigonometry, area and volume, circles, arcs, and angles by description and construction.

MATH IV/PRE-CALCULUS
Prerequisite: Successful completion of Algebra I, II and Geometry
Description: This course is an extension on Algebra II with the emphasis in trigonometry, limits, and introductory calculus topics. All major areas covered in Algebra II are reinforced at a greater depth with additional applications aided by the use of calculators and computers.

PRE-ALGEBRA
Prerequisite: None
Description: Pre-Algebra involves addition, subtraction, multiplication, and division of integers and rational numbers. Other topics covered include; solving of simple equations by properties of equality, strategies of solving word problems and solving linear equations by addition, subtraction, and substitution.

PHYSICAL EDUCATION

INDIVIDUAL HEALTH AND FITNESS
Prerequisite: None
Description: The study of achieving lifetime fitness. The course will study the fitness advantages of lifetime individual fitness such as walking, jogging and weightlifting. Also individual sports, such as golf, may be covered.

LIFETIME SPORTS
Prerequisite: Junior or Senior standing
Description: Deals with all types of sports that can be played after graduating from school. Some of the sports that may be played are tennis, golf, badminton, ping-pong, basketball, racket ball, whiffle ball, and others. Rules and regulations will be taught as well as techniques to play the game.

PHYSICAL EDUCATION AND HEALTH
Prerequisite: None
Description: The emphasis is not so much on exercise for the sake of exercise as it is on having the student acquire skills and understanding that will stay with him/her as a permanent part of his/her life interests. To name a few: basketball, volleyball, archery, badminton, weightlifting, and horseshoes.

STRENGTH
Prerequisite: None
Description: Will learn the proper techniques and forms for weight lifting using all of the muscle groups.

SCIENCE

ANATOMY & PHYSIOLOGY
Prerequisite: Junior standing or above
Description: This course is for those interested in science or health-related fields. Anatomy and physiology is a study of the human body. The study will range from cells, body system (organs, skeletal, muscular, etc.), and processes. Related career opportunities, such as athletic training, physical therapy, and personal training may also be discussed. Dissection of various animals and animal organs may occur to complement course work. This course is designed for college preparation, especially for biology and health career majors.

APPLIED SCIENCE
Prerequisite: Physical Science and Biology; Junior standing or above
Description: A discipline dealing with applying scientific knowledge to practical problems, and explanation of our world. This class will stress problem solving, critical thinking, and hands-on science.

BIOLOGY
Prerequisite: Sophomore standing or above
Description: Study of living things from unicellular organisms (virus, bacteria) to multi-cellular organisms (man). Covers the science of life and the Biological Principles that govern our ecosystem.

BODY STRUCTURE & FUNCTION
Prerequisite: Junior standing or above; Must qualify on the ACCUPLACER test
Description: This course is planned to give the practical nursing student a working knowledge of body structure and function from the cell to the body systems. (Description per the WNCC course catalog). Class will meet four days a week. Students will be TAP students during their non-class day unless other arrangements are made with the principal. ***Student must pay for this dual-credit course.**

CHEMISTRY
Prerequisite: Algebra II (may be taken concurrently.) Junior standing or above.
Description: Elementary concepts of Chemical Laws and practical applications thereof (lab). Types of solutions and calculations of their concentrations, including ion concentration, pH, percent solution, molarity, and other approaches dealing with formula-based chemical problem solving.

GENERAL SCIENCE
Prerequisite: Physical Science and Biology. Junior standing or above.

Description: A course emphasizing the general principles of the three main divisions of science: Physical Science, Life Science and Earth Science. The course will consist of a student-guided curriculum on a contractual basis with the instructor. Students have the element of control over the time, place, pace, and path of their learning. Totally student guided study.

MEDICAL TERMINOLOGY
Prerequisite: Junior or Senior standing
Description: This course gives the student a basic knowledge of medical terms used in the health profession. The format presents terminology within the context of root words and use of prefixes and suffixes. It is designed to stimulate the student thinking process including proper use and pronunciation of medical terms. (Description per the WNCC course catalog). ***Student must pay for this dual-credit course.**

PHYSICAL SCIENCE
Prerequisite: None
Description: A study of the relationship between matter and energy, the forms it takes in nature, and how it can be changed from one form into another. Identify and use these relationships in real wold applications. Specific areas to be covered are: Physic basics and Chemistry basics includes but is not limited to: energy and motion, the nature of matter, electricity, energy resources, earth and space, and biological processes.

PHYSICS
Prerequisite: Algebra I and II, Senior standing, or by permission from instructor.
Description: A study of the relationship between matter and energy, the forms it takes, and how it can be changed from one form to another. Specific areas to be covered are as follows: matter, energy, motion, force of work, thermal effects, nature of light, sound.

SOCIAL SCIENCES

AMERICAN GOVERNMENT
Prerequisite: Senior or Junior planning to graduate early
Description: This course provides an overview of the structure and functions of the U.S. government and political institutions and examines constitutional principles, the concepts of rights and responsibilities, the role of political parties and interest groups, and the importance of civic participation in the democratic process. The course examines how people govern themselves at the national, state and local level.

AMERICAN HISTORY
Prerequisite: Junior
Description: The course covers the history of the United States beginning with the Gilded Age to the present. Students should be able to ask historical inquiry questions, gather and analyze evidence in order to defend and communicate conclusions.

THE DECADES (60s-TODAY)
Prerequisite: Junior or Senior standing

Description: Special topics of "the decades" that explore the landmark eras of cultural, economical, political, and technological changes from the 60s-today, infusing new relevance to the cultural touchstones that influence the world.

GENERAL ECONOMICS
Prerequisite: None
Description: *Online course.* This course is a survey of the major economic issues of today for students not majoring in law, economics, or business administration. Economic policy, problems, and institutions are stressed. ***Student must pay for this college-credit course.**

HISTORY OF THE AMERICAN WEST
Prerequisite: Junior or Senior standing. Must qualify on the ACCUPLACER
Description: *Distance Learning course.* This course is an examination of historical issues and events involving America west of the Mississippi River, including an examination of the concepts 'west' and 'frontier' themselves. Central themes in the course include an examination of who migrated to the west and why, the results of that migration and the impact of that migration and the events surrounding it on the United States as a whole. Examples of topics covered in the course include: the history and influence of the Spanish and French; cultural interaction and conflict between Europeans explorers/settlers and indigenous peoples; early explorers and emigrants; cowboys, outlaws and violence; children, marriage and families; farming, settlement and homesteading; and the West of the imagination (myth and reality of the West in American culture and popular culture). ***Student must pay for this dual-credit course.**

INTRODUCTION TO PSYCHOLOGY
Prerequisite: Junior or senior standing; Must qualify on the ACCUPLACER
Description: *Online course.* This course is an introduction to the science of behavior and mental processes including the application of critical thinking to the study of learning theory, memory, personality, growth and development, biological and neurological aspects, abnormal behavior, therapies, intelligence, motivation, emotion, sensation, perception, and theoretical perspectives. ***Student must pay for this dual-credit or college-credit course.**

UNITED STATES HISTORY SINCE 1877
Prerequisite: Junior or Senior standing. Must qualify on the ACCUPLACER
Description: *Distance Learning course.* This course is a survey of the political, economic, and social history of the United States since the Reconstruction following the Civil War. ***Student must pay for this dual-credit course.**

WORLD GEOGRAPHY
Prerequisite: Freshman
Description: The course utilizes a spatial perspective to study the planet's human and physical features. The course utilizes a systems approach and helps students become skilled at geo-spatial technologies which are used to address modern day problems. Students should be able to ask geographic inquiry questions, gather and analyze evidence in order to defend and communicate conclusions.

WORLD HISTORY
Prerequisite: None

Description: An understanding of the changing world in which we live. Students must gain some understanding of people all over the world; their aspirations, their problems, the patterns of culture in which they live—in general, what "makes them tick."

WORLD LANGUAGE

SPANISH I
Prerequisite: None
Description: The course deals with learning basic vocabulary, grammar and cultural concepts, and being able to write and converse at the novice level.

SPANISH II
Prerequisite: Spanish I
Description: After a brief review of the concepts, grammar, and vocabulary learned in Spanish I, students will enhance their abilities and understanding to be able to write and converse at an advanced novice level.

SPANISH III
Prerequisite: Spanish II
Description: Students will have the chance to practice vocabulary and grammar structures to amplify their communicative skills at an advanced novice level.

MISCELLANEOUS

EDGENUITY (CREDIT RECOVERY)
Prerequisite: Assigned by the counselor or principal.
Description: Online credit-recovery. Used to replace credits lost by failing a course or having too many absences.

EDGENUITY (ELECTIVE)
Prerequisite: None
Description: See Mrs. Rafferty for a list of elective courses. Courses are usually semester based and must be completed within the semester. Year-long courses must be 50% complete by the end of 1st semester.

ODYSSEYWARE (CREDIT RECOVERY)
Prerequisite: Assigned by the counselor or principal.
Description: Online credit-recovery. Used to replace credits lost by failing a course or having too many absences.

ODYSSEYWARE (ELECTIVE)
Prerequisite: None
Description: See Mrs. Rafferty for a list of elective courses on Odysseyware. Courses are usually semester based and must be completed within the semester. Year-long courses must be 50% complete by the end of 1st semester.

NEBRASKA WESLEYAN HONORS ACADEMY COURSES
Prerequisite: Varies by class

Description: Course offerings vary. 2021-2022 courses include Art History, Basic Design, Drawing, Perspectives in Biological Sciences, Principles of Accounting I and II, Macroeconomics, Microeconomics, Personal Finance, Chemistry Principles, Fundamentals of Communication, Introduction to Communications, English Language and Writing, English Composition and Literature, Physical Geography, Cultural Geography, US History to 1877, US History Since 1877, World Civilizations, World Civilizations Through Literature, Statistics, Calculus I and II, French, German, Japanese, Spanish, Music Theory, Principles of Physics I and II, Government and Politics, Intro to Psych, World Religions, and Religion, Peace, and Social Justice. ***Student must pay for these college-credit courses.**

DISTANCE LEARNING
Prerequisite: Varies by class
Description: On-line satellite classes offered that are determined by the amount of interest from the students. Availability each year depends on whether the course fits in our schedule and if we are accepted by the home site. Not every DL class is offered every year. Please double check with the principal or counselor for prospective availability before planning to take a class.

ONLINE LEARNING (THROUGH WNCC)
Prerequisite: Varies by course
Description: Online classes through WNCC generally do not qualify for high school credit. Students interested in taking online classes during high school must have enough credits to be on track to graduate. See Mrs. Rafferty for a list of what is available. Classes are semester based. ***Student must pay for this dual-credit or college credit course.**

JUNIOR HIGH COURSE DESCRIPTIONS

AGRICULTURE

AGRICULTURE 8
Description: This middle school introductory course for the Agriculture, Food and Natural Resources Career Cluster provides a knowledge base and technical skills in all aspects of the industry. Learners will be exposed to a broad range of agriculture, food and natural resources careers, cluster foundation knowledge and skills, introduction to leadership development, the FFA organization and career exploration. Classroom and laboratory activities are supplemented through supervised agricultural experiences and leadership programs and activities. ***Membership in FFA is optional.**

CAREER & TECHNICAL EDUCATION

CAREERS 8
Description: This is a project-based course designed to help middle school students explore career options using the Nebraska Career Education Model and understand the Nebraska Career Readiness Standards. Students will define career clusters and pathways, describe examples of career readiness, utilize self-assessments to better understand interests, establish a career portfolio and create a personal learning plan to provide direction to high school and post-high school activities.

LIFE SKILLS 7
Description: Students will utilize Second Step Social Skills Curriculum, 8 to Great (a program designed as pathways to personal success), various activities from the Nebraska Department of Education and instructor resources in pursuit of Career, Academic, Personal, and Social Success.

COMPUTER TECHNOLOGY

COMPUTER SCIENCE
Description: This course introduces students to the foundations of computer science with a focus on how computing powers the world. Students will explore computer science terminology and concepts and apply them to a culminating project using programming language to solve a problem.

FINE ARTS

Art 7
Description: This course will focus on understanding the elements of art and the varieties of ways they are used in art.

Art 8
Description: This course will review the elements of art and build on their understanding of how the principles of art utilize the elements of art.

JH Band
Prerequisite: Elementary Band or equivalent
Description: The study of instrumental music skills through group performance in larger ensembles of students such as concert, marching, and jazz band.

JH Choir

Description: The junior high school choir focuses on proper vocal techniques, sight singing, aural music skills, performance etiquette, responsibility to self and team, and work ethic. Singers will have the opportunity to prepare and perform a variety of different choral music genres and showcase their achievements through various projects and performances throughout the year. After school attendance at specified performances is mandatory.

INDUSTRIAL TECHNOLOGY

INDUSTRIAL ARTS

Description: Students will be actively engaged as they enhance and refine the development of their motor skills. Students will build their confidence, pay attention to detail, and have the ability to follow plans. They will learn about shop organization, tools, safety, and project construction. Interest, imagination, and perseverance are the essential ingredients needed for this course. In return, the students feel pride, confidence, and achievement. Students will be tasked with the following activities: Balsa Wood model Bridge, Mousetrap powered vehicle, CO2 Dragster, and other basic wood Projects.

LANGUAGE ARTS

ENGLISH 7

Description: This course covers all the general elements of a language arts course, with an emphasis on composition. Texts read will include, but not be limited to, short stories, informational text, and poetry. The composition portion of this course will focus on introducing students to writing a variety of essays, such as literary analysis, argumentative, and narrative pieces.

ENGLISH 8

Description: This course covers instruction emphasizing skills in listening, speaking, reading, and writing, as well as literature encompassing a variety of periods and genres. Students will engage in novel studies, fiction/nonfiction close reads, poetry, grammar, oral language skills, literary and critical analysis.

READING 7

Description: This course consists of reading and understanding grade level texts. Students will become acquainted with reading more complex and longer texts. Students will read novels, poetry, and short stories; they will also perform tasks that demonstrate reading comprehension. Self-selected texts to read for enjoyment will additionally be a requirement of this course.

LEADERSHIP

JH LEADERSHIP

Description: This course consists of the 7 Habits of Highly Effective People by Franklin Covey. These habits include being proactive, beginning with the end in mind, putting first things first, thinking win-win, seeking first to understand, then be understood, synergizing, and sharpening the saw. JH leadership conducts assignments that deal with understanding situations and how to act in them. Students learn about compromising and understanding.

MATH

ALGEBRA I

Prerequisites: Must have a 251 on the NWEA math test, and/or meet the average grade requirement.
Description: Algebra is a course in the study of mathematics involving operations on sets of numbers represented by symbols. Algebra I will use the generalization of mathematics in which it uses symbols to solve for the unknown using the known elements. This beginning level course will develop confidence and ability in using variables and functions to represent numerical patterns and quantitative relations. Absolute value, inequalities and quadratic functions will also be introduced. Deductive reasoning will be integrated into the study of Algebra. **Junior high students will receive high school credit for this class.**

MATH 7

Description: This course provides experiences that include practice in numeration, computation, estimation, problem solving, geometry/special concepts and measurement. It introduces algebraic and statistical concepts and provides opportunities for students to develop understanding of the structure of mathematics.

MATH 8

Description: This course provides experiences that include practice in numeration, computation, estimation, problem solving, geometry/special concepts and measurement. It introduces algebraic and statistical concepts and provides opportunities for students to develop understanding of the structure of mathematics.

PHYSICAL EDUCATION

HEALTH 7

Description: The mission of health education is to motivate young people to maintain and improve their health, prevent disease, and avoid or reduce health-related risks behaviors. Course curriculum will be designed to meet the National Health Education Standards and the National Sexuality Education Standards, as both have been deemed by the State of Nebraska Department of Education as standards that schools need to address. Topics will include: Tobacco, Alcohol, and other drug prevention; Abstinence, Puberty, & Personal Health; HIV, STD, & Pregnancy Prevention.

JH PHYSICAL EDUCATION

Description: This course is designed to provide students with opportunities to apply tactics and strategies to modified game play, demonstrate fundamental motor skills in a variety of contexts, design and implement a health-enhancing fitness program, participate in self-selected physical activity, cooperate with and encourage classmates, accept individual differences and demonstrate inclusive behaviors, and engage in physical activity for enjoyment and self-expression.

SCIENCE

SCIENCE 7

Description: Students will be introduced to life science. Life science in 7th grade will include but not limited to ecosystems, biomes, genetic basics, cells, and the human body.

SCIENCE 8

Description: Students will be introduced to Earth and Space science. Earth and space science 8th grade will include but not limited to learning about the earth from the inside out to the furthest reach of our solar system. This will include Earth history, layers of the earth, atmosphere, weather, Big Bang theory, moon, stars and all other related to space.

SOCIAL SCIENCES

HISTORY 7
Description: This course takes students through different time periods in history. Focus starts with the Roman Empire and Europe during the Middle Ages; the course concludes with Europe entering the Modern Age. Throughout this course students will get a chance to study different cultures, religions, countries, societies, traditions/customs of different peoples. Students will be able to show their learning and understanding through a series of activities, lessons and assessments.

HISTORY 8
Description: This course covers the history of the United States from Reconstruction through present times. Emphasis will be placed on events that have a direct correlation to modern times, as well as review of foundational ideals of the American Government in preparation for the citizenship test in accordance with the American Civics initiative from the Nebraska Department of Education. The citizenship test will be a requirement of this class. Results will be shared with parents.

WORLD LANGUAGE

SPANISH 8
Description: This course gives students a positive language experience that will enhance their secondary school language learning and put them on the path to fluency. There is usually more emphasis on culture and learning vocabulary in context and little emphasis on grammatical components. Students develop skills in written and oral communication. Students study the aspects of the target culture, such as art, music, and daily life, and learn to compare their native culture with the culture of the target language. Exploratory courses do not qualify for high school credit.

Quote

DATE:	3/2/21
Pay by PO:	#
Check	#
Customer Type	New

Make checks payable to Meet the Masters, Inc.
Include a copy of this quote and mail to:

Meet the Masters, Inc. - Attn: Lisa Garcia, Finance
11720 Lemonwood Ct.
Fontana, CA 92337
Ph: 949-215-1064 Fx: 619-330-1900
Email: sue@meetthemasters.com

SCHOOL ADDRESS	SCHOOL SHIPPING INFO
Bayard Public Schools	Bayard Public Schools
Travis Miller	Travis Miller
726 4th Avenue	726 4th Avenue
Bayard, NE 69334	Bayard, NE 69334
308-586-1325	308-586-1325
travis.miller@bayardtigers.org	travis.miller@bayardtigers.org

MTM REP	MTM CONTACT NUMBER	PAYMENT OPTIONS	SHIPPING TERMS
Sue McNair	949-215-1064	Check or PO	10-14 Days After Payment / Purchase Order

Complete Track Curriculum Includes: Implementation guide, 7 artist lesson plan binders, duplicating masters, large art prints, PPT & props.
Complete Artist A La Carte Includes: Artist lesson plan binder, duplicating masters, large art print, PPT CD (requires an external drive) and props (if applicable to artist).
Note: Curriculum includes PPTs on a CD. For users without a CD drive or external drive, please order a Flash Drive below.

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Track A (Complete)	van Gogh, Monet, Homer, Picasso, Cassatt, Mondrian & Escher	1	2,100.00	2,100.00
Track B (Complete)	Remington, O'Keeffe, Matisse, Kahlo, Hokusai, Degas & Wood	1	2,100.00	2,100.00
Track C (Complete)	Miro, Rembrandt, Bonheur, Lawrence, Gauguin, Calder & Toulouse-Lautrec	1	2,100.00	2,100.00
Track D (Complete)	Chagall, Klee, Seurat, Ringgold, Cezanne, Da Vinci & Renoir	1	2,100.00	2,100.00
Track E (Complete)	Rockwell, Warhol, Rousseau, Hopper, Martinez, Klimt & Michelangelo	1	2,100.00	2,100.00
Artists (A La Carte)	TBD	0	325.00	-
Flash Drive	PPT For Users Without a CD Drive	5	15.00	**NO CHARGE**
Additional Materials:				-
Training DVDs	Training DVDs (Requires CD drive or external drive): All Artists	35	30.00	1,050.00
Art Supplies	Art Supplies: Track A	1	567.00	567.00
Art Supplies	Art Supplies: Track C	1	678.00	678.00
Art Supplies	Art Supplies: Track A	1	497.00	497.00
Art Supplies	Art Supplies: Track D	1	736.00	736.00
Art Supplies	Art Supplies: Track E	1	527.00	527.00
Art Supplies	Art Supplies: Track E Non-reuseables	260	1.10	286.00
Large Prints	Additional Large Artist Prints	0	30.00	-
PowerPoint	New or Replacement PPTs by Artist ($50) or Track ($300)	0	300.00	-
Guide / Artist Binder	Additional Implementation Guide or Artist Binders	0	30.00	-
DISCOUNT:	**SUBTOTAL**			**14,841.00**
Spring Savings 15%	**DISCOUNT WITH TRACK PURCHASE 15%** **DISCOUNT**	15%		**2,226.15**

TOTAL	$	**12,614.85**
CA TAX RATE		**0.000%**
TAX (CA Only)	$	-
S & H	$	**300.00**
OTHER	$	-
TOTAL	**$**	**12,914.85**

Other Comments or Special Instructions

Terms of Agreement:
Meet the Masters curriculum is for the sole use of purchasing school or district and may not be duplicated, resold, used, or shared in any other location without written permission of Meet the Masters, Inc. No returns after 60 days of receipt. Schools shall provide paper goods, paints, glue & scissors. Curriculum is to be implemented by the receiving school.

I Agree (Initial)

Sue McNair

MTM Representative 3/2/21 **School Representative** Date

Thank you for placing a priority on quality art education. We appreciate your business!

Copyright © Meet the Masters, Inc. All Rights Reserved

BAYARD PUBLIC SCHOOLS

EVERY PERSON - EVERY DAY

www.bayardpublicschools.org

February 22, 2021

James Miller
7577 Road 106
Bayard, NE 69334

Bayard School Board, I am writing you this letter to inform you of my decision to resign from my duties as the Assistant Principal and Activities Director at Bayard Public Schools. I will fulfill my contracted days and then transition into my new position as the Head Principal at Minatare High School. This decision was not an easy one, but I am excited to be able to take on a position that will allow me to focus more on academic leadership and my family.

I appreciate the opportunities that I have been given and trusted with while I have been in Bayard. The opportunity to grow and learn in the profession while I was employed at Bayard Public Schools, will always be cherished and I will truly miss the people that I had the opportunity to work with every day.

I want to thank Dr. Miller, Dr. Rice, Mr. McLaughlin and the staff for all of the guidance, mentorship and friendships that I have been able to build while working here. I look forward to maintaining these relationships in a new light professionally, but also as a community member.

I want to wish all of my colleagues and students the best of luck in the future. I have greatly enjoyed my time in this position and the relationships that I have been able to build with the students and adults in our school. I hope that the school board will work to support the individual who will take on this position in the future.

Thank you again,

James S. Miller
Assistant Principal PK-12
Activities Director
SFI Grant Supervisor
Transportation Supervisor
Title III Coordinator

Mr. James S. Miller
(308) 586-1700 james.miller@bayardtigers.org

726 4th Avenue
PO Box 607
Bayard, NE 69334

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

450 Regency Parkway, Suite 400
Omaha, NE 68114
(402) 397-5777
(800) 206-7523
FAX (402) 392-7908
dadavidson.com
D.A. Davidson & Co. member SIPC

February 23, 2021

Morrill County School District 0021
Bayard Public Schools
726 4th Avenue
Bayard, NE 69334

Re: Underwriting Engagement Letter

Dr. Travis W. Miller:

On behalf of D.A. Davidson & Co. ("we" or "Davidson"), thank you for the opportunity to serve as underwriter for Morrill County School District 0021 (Bayard Public Schools), in the state of Nebraska (the "Issuer") on the Issuer's proposed offering and issuance of General Obligation Refunding Bonds, Series 2021 (the "Certificates"). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the "Purchase Agreement") if and when the Certificates are priced following successful completion of the offering process.

1. Services to be Provided by Davidson. The Issuer hereby engages Davidson to serve as managing underwriter of the proposed offering and issuance of the Certificates, and in such capacity Davidson agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Certificates
- Develop a marketing plan for the offering, including identification of potential investors
- Assist in the preparation of the official statement and other offering documents
- Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- If the Certificates are to be rated, assist in preparing materials to be provided to securities ratings agencies and in developing strategies for meetings with the ratings agencies
- Consult with counsel and other service providers with respect to the offering and the terms of the Certificates
- Inform the Issuer of the marketing and offering process

- Negotiate the pricing, including the interest rate, and other terms of the Certificates
- Obtain CUSIP number(s) for the Certificates and arrange for their DTC book-entry eligibility
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Certificates
- Perform such other usual and customary underwriting services as may be requested by the Issuer

As underwriter, Davidson will not be required to purchase the Certificates except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Certificates.

2. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees: (i) the primary role of Davidson, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the Issuer.; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and Davidson has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters or transactions); (iii) the only obligations Davidson has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer desires to consult with and hire a municipal advisor for this transaction that has legal fiduciary duties to the Issuer the Issuer should separately engage a municipal advisor to serve in that capacity.

3. Fees and Expenses. Davidson's proposed underwriting fee/spread is not to exceed 1.25% of the principal amount of the Certificates issued. The underwriting fee/spread will represent the difference between the price that Davidson pays for the Certificates and the public offering price stated on the cover of the final official statement. The Issuer shall be responsible for paying or reimbursing Davidson for all other costs of issuance, including without limitation, bond counsel, underwriter's counsel, rating agency fees and expenses, and all other expenses incident to the performance of the Issuer's obligations under the proposed Certificates.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Certificates except as may be superseded pursuant to a Purchase Agreement. Notwithstanding the forgoing, either party may terminate Davidson's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Davidson's engagement is terminated by the Issuer, the Issuer agrees to compensate Davidson for the services provided and to reimburse Davidson for its out-of-pocket fees and expenses incurred to the date of termination.

5. Limitation of Liability. The Issuer agrees neither Davidson nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder.

6. Disclosures by D.A. Davidson & Co. as Underwriter pursuant to MSRB Rules G-17 and G-23. The Issuer has engaged D.A. Davidson & Co. ("Davidson") to serve as an underwriter, and not as a Municipal Advisor, in connection with the issuance of the Certificates. As part of our services as underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Certificates. The specific terms of our engagement will be as set forth in a bond purchase agreement to be entered into by the parties if and when the Certificates are priced following successful completion of the offering process.

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

Disclosures Concerning the Underwriter's Role, Compensation, Regulation and Educational Materials.

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) An underwriter's primary role is to purchase the Certificates with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.

(iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.

(iv) The underwriter has a duty to purchase the Certificates from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Certificates to investors at prices that are fair and reasonable.

(v) The underwriter will review the official statement for the Certificates in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.[1]

(vi) The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Certificates. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Certificates. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

(vii) Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

Disclosures Concerning Additional Conflicts.

Davidson has not identified any additional potential or actual material conflicts that require disclosure.

[1] Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

<u>Disclosures Concerning Complex Municipal Securities Financing.</u>

Since Davidson has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Certificates are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a "complex municipal securities financing" to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

7. <u>Miscellaneous</u>. This letter shall be governed and construed in accordance with the laws of the State of Nebraska. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

We are required to seek your acknowledgement that you have received this letter. If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign, date and return a copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in Davidson.

Very truly yours,

D.A. DAVIDSON & CO.

By:____
Title: Vice President

Accepted this ___ day of _________, 2021

MORRILL COUNTY SCHOOL DISTRICT 0021
(BAYARD PUBLIC SCHOOLS)
IN THE STATE OF NEBRASKA

By:________________________________
Title:

MINUTES OF MEETING

A regular meeting of the Board of Education of Morrill County School District 0021, in the State of Nebraska, was convened in open and public session at _______ __.m. on _____________, 2021, at ____. Present were: _________________________ ____ ______________________. Absent were: ____.

Notice of the meeting was given in advance thereof by ________________, one of the School District's designated methods for giving notice, a copy of the _____________________________ being attached to these Minutes. Notice of this meeting was given in advance to all members of the Board of Education, and a copy of their Acknowledgment of Receipt of Notice is attached to these Minutes. Availability of the Agenda was communicated in the advance notice and in the notice to the members of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

At the beginning of the meeting, the President of the Board publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held.

Member ____________________________ offered the following resolution and moved its passage and adoption:

RESOLUTION

BE IT RESOLVED BY THE BOARD OF EDUCATION OF MORRILL COUNTY SCHOOL DISTRICT 0021, IN THE STATE OF NEBRASKA:

Section 1. That the following bonds of the School District, which are callable at any time on or after July 18, 2021, are hereby authorized to be called for redemption on such date as set forth in the Designation of Call Date (as defined below):

General Obligation Refunding Bonds, Series 2016, of Morrill County School District 0021, (the "District") in the State of Nebraska, date of original issue – July 18, 2016, in the principal amount of One Million Two Hundred Fifteen Thousand Dollars ($1,215,000), numbered as shown on the books of the Paying Agent and Registrar, becoming due and bearing interest as follows:

Principal Amount	Maturity Date	Interest Rate	CUSIP
$195,000	June 1, 2022	1.45%	617779 DU4
200,000	June 1, 2023	1.55	617779 DV2
200,000	June 1, 2024	1.65	617779 DW0
205,000	June 1, 2025	1.80	617779 DX8
205,000	June 1, 2026	1.95	617779 DY6
210,000	June 1, 2027	2.15	617779 DZ3

Said bonds are hereinafter referred to as the "Refunded Bonds."

Section 2. The Refunded Bonds are to be paid off at the principal corporate trust office of BOKF National Association, Lincoln, Nebraska, (the "Paying Agent") as paying agent and registrar.

Section 3. The President or Secretary of the Board of Education of the District or the Superintendent of Schools (each, an "Authorized Officer") are each individually hereby authorized at any time on or after the date of this resolution to determine the call date for said Refunded Bonds on behalf of the District and such determination, when made in writing (the "Designation of Call Date"), shall constitute the action of the District without further action of the Board of Education of the District. The Call Date shall be set out in the Designation of Call Date. In the event the Designation of Call Date is not executed and delivered on or before December 31, 2021, the Authorized Officers shall have no authority to make any such determination hereunder without further action of the Board of Education of the District and this resolution shall be of no further force and effect.

Section 4. A true copy of this resolution together with an executed Designation of Call Date shall be filed with the Paying Agent, to effect the call of the Refunded Bonds. At such time, the Paying Agent is hereby instructed to mail notice to each registered owner of the Refunded Bonds not less than thirty days prior to the date fixed for redemption, all in accordance with the resolution authorizing the issuance of the Refunded Bonds, and to take all other actions deemed necessary in connection with the redemption of the Refunded Bonds.

ADOPTED this _____ day of ______________, 2021.

Secretary

President

The foregoing resolution having been read in its entirety, Member ______________________ seconded the motion for its passage and adoption. After consideration, the roll was called and the following members voted "AYE": ____ ____. The following members voted "NAY": ____.

The passage of said resolution having been consented to by a majority of the members of the Board of Education, the President declared the resolution duly passed and adopted, this _____ day of ____________________, 2021.

____
President

Attest:

____
Secretary

Whereupon, Member __________________ offered the following resolution and moved its passage and adoption:

RESOLUTION

BE IT RESOLVED BY THE BOARD OF EDUCATION OF MORRILL COUNTY SCHOOL DISTRICT 0021, IN THE STATE OF NEBRASKA, as follows:

Section 1. The Board of Education hereby finds and determines: that Morrill County School District 0021 (the "District") is duly organized as a Class III School District under Chapter 79, Reissue Revised Statutes of Nebraska, 2014, as amended; that the District has heretofore issued the following bonds which remain outstanding:

> General Obligation Refunding Bonds, Series 2016, of Morrill County School District 0021, (the "District") in the State of Nebraska, date of original issue – July 18, 2016, in the principal amount of One Million Four Hundred Ten Thousand Dollars ($1,410,000), numbered as shown on the books of the Paying Agent and Registrar, becoming due and bearing interest as follows:

Principal Amount	Maturity Date	Interest Rate	CUSIP
$195,000	June 1, 2021	1.25%	617779 DT7
195,000	June 1, 2022	1.45	617779 DU4
200,000	June 1, 2023	1.55	617779 DV2
200,000	June 1, 2024	1.65	617779 DW0
205,000	June 1, 2025	1.80	617779 DX8
205,000	June 1, 2026	1.95	617779 DY6
210,000	June 1, 2027	2.15	617779 DZ3

which bonds refunded the outstanding General Obligation Refunding Bonds, Series 2011, date of original issue – October 14, 2011, which refunded the General Obligation Bonds, Series 2008 that were authorized by more than 50% of the qualified electors of the District on May 13, 2008 and were issued for the purpose of constructing additions to the facilities of the District and providing the necessary equipment and apparatus for said facilities and are herein referred to as the "Outstanding Bonds"; that all of the Outstanding Bonds are unpaid and are a legal liability of the District and provision for the payment of the Outstanding Bonds may be made by the lawful issuance and sale of refunding bonds of the District pursuant to Sections 10-717 to 10-719, inclusive, Reissue Revised Statutes of Nebraska, 2012, as amended; that the Outstanding Bonds maturing June 1, 2022 through June 1, 2027, in the total principal amount of $1,215,000 (the "Called Outstanding Bonds"), are subject to redemption at par plus accrued interest on July 18, 2021, or at any time thereafter; and that by resolution of this Board adopted contemporaneously with this resolution (the "Call Resolution") all of the Called Outstanding Bonds have been authorized to be called for redemption on such date as determined pursuant to the Call Resolution (the "Redemption Date"); that since the issuance of the Outstanding Bonds, interest rates have declined in the municipal bond markets so that the District can obtain a savings in the amount of yearly running interest by the issuance of its refunding bonds as provided herein; that it is necessary and advisable for the District to issue and sell its refunding bonds in the principal amount of not to exceed $1,300,000 to provide for the redemption of the Called Outstanding Bonds as called for redemption on the Redemption Date; and that all conditions, acts and things required by law to exist or to be done precedent to the issuance of refunding bonds in the amount of not to exceed $1,300,000 pursuant to Sections 10-717 to 10-719, R.R.S. Neb. 2012, as amended, do exist and have been done as required by law.

Section 2. For the purpose set forth in Section 1, there shall be and there are hereby ordered issued the negotiable refunding bonds of this District of the principal amount not to exceed One Million Three Hundred Thousand Dollars ($1,300,000) (the "Bonds"), with said Bonds to become due in such amounts and in such years and bear interest at the rates per annum all as shall be determined in a written designation (the "Designation") signed by the President or Secretary of the District or Superintendent of Schools (the "Authorized Officers") on behalf of the Board of Education of the District and which may be agreed to by D.A. Davidson & Co. (the "Underwriter"), which Designation may also determine mandatory redemption provisions (if any), and pricing terms as set forth in Section 8 below, all within the following limitations:

(a) the aggregate principal amount of the Bonds shall not exceed $1,300,000, provided, however, in the event the Bonds are sold at a net original issue discount such aggregate principal amount may be increased in such amount as is necessary to compensate for any such net original issue discount;

(b) the aggregate amount of original issue premium and original issue discount (if any) may result in an aggregate net original issue discount (if any) not in excess of two percent (2.00%) of the stated principal amount of the Bonds;

(c) the true interest cost of the Bonds shall not exceed 1.5%;

(d) the longest maturity of the Bonds may not be later than June 1, 2027;

(e) the Bonds shall bear interest at such rates per annum so that debt service payable on the Bonds provides at least a net present value savings to the District over the debt service payable on the Called Outstanding Bonds in an amount satisfactory to the Board (the execution of the Designation by an Authorized Officer shall be conclusive evidence that such net present value savings is satisfactory to the Board);

(f) two or more of the principal maturities may be combined and issued as "term bonds" and the Authorized Officer may determine the mandatory sinking fund payments and mandatory redemption amounts. Any Bonds issued as "term bonds" shall be redeemed at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date of redemption and may be selected for redemption by any random method of selection determined appropriate by the Registrar (as hereinafter designated) or by the Depository (as hereinafter designated).

The Authorized Officers (or any one of them) are hereby authorized to make such determinations on behalf of the Board of Education of the District and to evidence the same by execution and delivery of the Designation and such determinations, when made and agreed to by the Underwriter, shall constitute the action of the Board of Education of the District without further action of the Board of Education of the District. The Bonds shall be issued in fully registered form in the denomination of $5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be Date of Delivery. Interest on the Bonds, at the respective rates for each maturity, shall bear interest at the rates calculated on the basis of a 360-day year consisting of twelve 30-day months and shall be payable on December 1, 2021 (or such other date as may be determined in the Designation) and semi-annually thereafter on June 1 and December 1 of each year (or such other dates as determined in the Designation, each an "Interest Payment Date") and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date to which interest has been paid or provided for, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (or such other dates as determined in the Designation, the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing on each Interest Payment Date a check or draft in the amount due for such interest to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and interest due at maturity or at any date fixed for redemption prior to maturity shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The District and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the District nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this resolution shall be valid and effectual and shall be a discharge of the District and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. Unless as otherwise provided in the Designation, BOKF, National Association, Lincoln, Nebraska, is hereby designated to serve as Paying Agent and Registrar for the Bonds. Said Paying Agent and Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the District and said Paying Agent and Registrar. The Authorized Officers each are hereby authorized to approve and execute said agreement on behalf of the District. The Paying Agent and Registrar shall keep and maintain for the District books for the registration and transfer of the Bonds at its principal corporate trust office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the principal corporate trust office of said Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the District will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this resolution, one Bond may be transferred for several such Bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the District evidencing the same obligations as the Bonds surrendered and shall be entitled to all the benefits and protection of this resolution to the same extent as the Bonds upon transfer of which they were delivered. The District and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. The Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of issuance (or such other date as may be determined in the Designation), at par plus the interest accrued on the principal amount being redeemed to the date fixed for redemption. The District shall select the Bonds to be redeemed for such optional redemption in its sole discretion. Bonds shall be redeemed only in amounts of $5,000 or integral multiples thereof. Any Bond redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new Bond or Bonds, of the same maturity and interest rate, evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the District in the case of optional redemptions and without further direction in the case of mandatory redemptions, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the principal corporate trust office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the District designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the District shall have the right to direct further notice of redemption for any such Bond for which defective notice has been given. In the event term maturities and mandatory redemption amounts are determined in the Designation, the provisions of this Section 5 shall apply generally to mandatory redemptions. Any such mandatory redemptions shall be at the principal amount redeemed plus accrued interest to the date set for redemption. The Paying Agent and Registrar shall select the term bonds to be redeemed in any maturity using any random method of selection deemed appropriate, subject to the provisions of Section 8 of this Resolution.

Section 6. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 7. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF MORRILL

GENERAL OBLIGATION REFUNDING BOND, SERIES 2021
OF MORRILL COUNTY SCHOOL DISTRICT 0021

No. R-

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
%		______________, 2021	

Registered Owner: Cede & Co.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That Morrill County School District 0021, in the State of Nebraska (the "District"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue shown above or most recent Interest Payment Date to which interest has been paid or provided for, whichever is later, at the rate per annum specified above, payable on ______________, and semiannually thereafter on June 1 and December 1 of each year (each, an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal of this bond, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the principal corporate trust office of BOKF, National Association, the Paying Agent and Registrar in Lincoln, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed on such Interest Payment Date by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's address as shown on such books and records (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available. For the prompt payment of this bond, both principal and interest, as the same become due, the full faith, credit and resources of said District are hereby irrevocably pledged.

This bond is one of an issue of fully registered bonds of the total principal amount of ________________________Dollars ($_____________), of even date and like tenor herewith, except as to date of maturity and rate of interest and denomination, which were issued by said District for the purpose of refunding the District's outstanding General Obligation Refunding Bonds, Series 2016, date of original issue – July 18, 2016, in the principal amount of $1,215,000, which refunded the General Obligation Refunding Bonds, Series 2011, which refunded the General Obligation Bonds, Series 2008, that were authorized by more than 50% of the ballots cast by the qualified electors of the School District at an election which was duly called by the Board of Education and held on May 13, 2008, in pursuance of Sections 10-717 to 10-719, R.R.S. Neb. 2012, as amended. The issuance of said refunding bonds has been duly authorized by proceedings duly had and a resolution duly adopted by the Board of Education of said District.

The bonds are subject to redemption at the option of the District prior to the stated maturities thereof, in whole or in part, at any time on or after the fifth anniversary of the date of issuance, at par plus the interest accrued on the principal amount being redeemed to the date fixed for redemption. Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed in the manner specified in the resolution authorizing said issue of bonds. Individual bonds shall be redeemed in part but only in the amount of $5,000 or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the principal corporate trust office of the Paying Agent and Registrar in Lincoln, Nebraska, upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the resolution authorizing said issue of bonds, subject to the limitations therein prescribed. The District, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond and the bonds refunded hereby did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of this District, including this bond, does not exceed any limitation imposed by law. The District agrees that it shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the District for the purpose of paying and sufficient to pay the interest and principal of this bond as and when such interest and principal become due.

This bond shall not be valid and binding on the District until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Board of Education of the District has caused this bond to be executed on behalf of the District with the facsimile signatures of the President and the Secretary of said Board, all as of the date of original issue shown above.

MORRILL COUNTY SCHOOL DISTRICT
0021, IN THE STATE OF NEBRASKA

ATTEST:

(facsimile signature)
President

(facsimile signature)
Secretary

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by resolution of the Board of Education of Morrill County School District 0021, in the State of Nebraska, as described in the foregoing bond.

BOKF, NATIONAL ASSOCIATION,
Lincoln, Nebraska
Paying Agent and Registrar

By ____
Authorized Signature

(FORM OF ASSIGNMENT)

For value received ____ hereby sells, assigns and transfers unto ____ the within bond and hereby irrevocably constitutes and appoints ____, attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: _____________________________________

____
Registered Owner

Witness: __________________________________

Note: The signature(s) of this assignment must correspond with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever.

Section 8. Each of the Bonds shall be executed on behalf of the District with the manual or facsimile signatures of the President and Secretary of the Board of Education. The Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the "Letter of Representations") in the form required by the Depository (including any blanket letter previously executed and delivered), for and on behalf of the District, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The District and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the District determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this resolution to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Resolution, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository is removed by the District or resigns and is not replaced, the District shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement Bonds upon transfer or partial redemption, the District agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting President and Secretary of such Board. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the District until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the District's Treasurer, who is authorized to deliver them to the Underwriter, as the initial purchaser thereof, upon receipt of not less than 98.9% of the principal amount of the Bonds plus accrued interest thereon to date of payment of the Bonds (or such other price as may be provided in the Designation). The District's Treasurer is authorized to deliver the Bonds to the Underwriter upon receipt of such purchase price plus accrued interest to date of payment. Said initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this resolution. The Underwriter and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Authorized Officers are hereby each individually authorized to approve and execute the Bond Purchase Agreement on behalf of the District.

Section 9. The Secretary of the District is directed to make and certify a transcript or transcripts of the proceedings of the District precedent to the issuance of said Bonds, one of which transcripts shall be delivered to the purchaser of said Bonds. The President and Secretary of the District shall certify the taxable valuation, the number of children of school age residing in the District, and the total bonded indebtedness of the District and are further authorized to confirm any prior certification made pursuant to Sections 10-707 and 10-716.01, R.R.S. Neb. 2012, as amended, with respect to the indebtedness evidenced by the Bonds.

Section 10. The net sale proceeds of the Bonds (along with funds of the District on hand to the extent necessary) shall be applied to the payment and satisfaction of all of the principal of and the interest on the Called Outstanding Bonds as called for redemption on the Redemption Date. Accrued interest received from the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds. In order to satisfy the District's obligation on the Called Outstanding Bonds, if the date of delivery of the Bonds occurs prior to the Redemption Date determined pursuant to the Call Resolution, such proceeds of the Bonds along with funds of the District on hand shall be set aside and held and invested in a special trust account which is hereby ordered established. Unless as otherwise provided in the Designation, BOKF, National Association, Lincoln, Nebraska, is hereby designated to serve as the escrow agent ("Escrow Agent"), to have custody and safekeeping of the funds and investments which are to be set aside for the payment of the Called Outstanding Bonds. For purposes of governing such escrow account and the holding and application of such funds and investments, the District shall enter into a contract entitled "Escrow Agreement" with the Escrow Agent. Each of the Authorized Officers are hereby authorized and directed to approve and execute and deliver on behalf of the District said Escrow Agreement. Said President and Secretary are further authorized to approve the investments provided for in said Escrow Agreement, and to make any necessary subscriptions for United States Treasury Securities, State and Local Government Series, or to contract for the purchase of securities in the open market. Said proceeds shall be invested in obligations of the United States Government, direct or guaranteed, including United States Treasury Securities, State and Local Government Series. To the extent that such proceeds are held in a bank depository account, such deposits shall be insured by insurance of the Federal Deposit Insurance Corporation or, to the extent not fully insured, fully collateralized in the same manner as is required for deposit of public funds. Any investment from the proceeds of the Bonds herein authorized shall mature not later than the Redemption Date. As provided in said Escrow Agreement, the proceeds of the Bonds herein authorized and investment earnings thereon shall be applied to the payment of the principal of and interest on the Called Outstanding Bonds as the same become due on and prior to the Redemption Date, and as called for redemption on the Redemption Date. The District agrees that on the date of original issue of the Bonds, or as soon thereafter as practicable, it shall deposit or otherwise have on hand with the Escrow Agent, from tax levy or other available sources, funds sufficient after taking into consideration available proceeds of the Bonds and investment earnings to provide funds for all payments due on the Called Outstanding Bonds on or before the Redemption Date, and as called for redemption on the Redemption Date.

Section 11. The Board of Education of the District shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the District for the purpose of paying and sufficient to pay the interest on and principal of said bonds as and when such interest and principal become due.

Section 12. The District hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended, (the "Code") and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The District hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds herein authorized. The District hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest bearing obligations aggregating in principal amount more than $10,000,000 during calendar year 2021 (taking into consideration the exception for current refunding issues), provided that the amount of the Bonds hereby designated shall be reduced as and to the extent that a portion of the Bonds may be determined to be "deemed designated" in accordance with the provisions of Section 265(b)(3)(D) of the Code. The officers of the District are hereby authorized to take any and all actions determined appropriate in connection with any such determination of a portion of the Bonds as "deemed designated". The District hereby agrees that it will take any and all actions necessary to obtain and preserve such status for the Bonds as "qualified tax-exempt obligations".

Section 13. The District reserves the right to issue refunding bonds and provide for the investment of the proceeds thereof for purposes of providing for the payment of principal and interest on the Bonds in such manner as may be prescribed by law from time to time but specifically including the provisions of Sections 10-717 to 10-719, Reissue Revised Statutes of Nebraska, 2012, or any amendment thereto.

Section 14. The District's obligations under this resolution shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal thereof plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to have been made in accordance with the terms thereof and hereof, or (b) shall have been provided for by depositing with the Paying Agent and Registrar, or in escrow with a national or state bank having trust powers in trust solely for such payment (i) sufficient moneys to make such payment and/or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America, or obligations of any agency of the United States of America (herein referred to as "Government Obligations"), in such amount and with such maturities as to principal and interest as will insure the availability of sufficient moneys to make such payment, and thereupon such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Resolution; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given or provided for. If moneys shall have been deposited in accordance with the terms hereof with the Paying Agent and Registrar or escrow agent in trust for that purpose sufficient to pay the principal of such Bonds and all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, all liability of the District for such payment, except for payment from such deposit, shall forthwith cease, determine and be completely discharged, and all such Bonds shall no longer be considered outstanding under this Resolution.

Section 15. The Authorized Officers are hereby authorized to prepare and deem final on behalf of the District a Preliminary Official Statement for the Bonds, and are further authorized to approve on behalf of the District a final Official Statement with any changes deemed appropriate by such officers.

Section 16. In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the District, being the only "obligated person" with respect to the Bonds, and being an "obligated person" with respect to no more than $10,000,000 in aggregate amount of outstanding municipal securities (including the Bonds), agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB:

(a) at least annually, not later than April 1 after the end of the District's fiscal year, commencing with the fiscal year ending August 31, 2021, financial information or operating data for the District which is customarily prepared by the District and is publicly available, consisting of the District's audited financial statements;

(b) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) modifications to rights of the holders of the Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar events of the District (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District);

(13) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a financial obligation, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation, any of which affect security holders, if material; or

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation, any of which reflect financial difficulties.

The District has not undertaken to provide notice of the occurrence of any other event, except the events listed above. The District agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be in such electronic format and accompanied by such identifying information as shall be prescribed by the MSRB. The District reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the District, consistent with the Rule. The District agrees that such covenants are for the benefit of the registered owners of the Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Resolution. The continuing disclosure obligations of the District, as described above, shall cease when none of the Bonds remain outstanding.

Section 17. The officers of the District, or any one or more of them, including President, Vice President and Secretary of the Board of Education and the Superintendent are hereby authorized to execute and deliver any and all certificates and documents and to take any and all actions determined appropriate in connection with the issuance and sale of the Bonds and the calling and refunding of the Called Outstanding Bonds.

Section 18. In order to promote compliance with certain federal tax and securities laws relating to the bonds herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit “A” (the “Post-Issuance Compliance Policy and Procedures”) are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 19. This resolution shall be in full force and effect from and after its adoption as provided by law.

ADOPTED this ____ day of ___________, 2021.

MORRILL COUNTY SCHOOL DISTRICT 0021,
IN THE STATE OF NEBRASKA

ATTEST:

By: ______________________________________
President

____
Secretary

Board Member ___________________ seconded the motion and upon roll call upon the question of adoption of said resolution, the following Board Members voted AYE: _____________________________ _______________________________________. The following voted NAY: _______________________. The following were absent or did not vote: ______________________. A majority of the Board Members having voted in favor of the adoption of said resolution, the President declared the resolution adopted.

DATED this _____ day of _________________, 2021.

____
President

ATTEST:

____
Secretary

EXHIBIT “A”

POLICY AND PROCEDURES

[SEE ATTACHED]

Policy and Procedures
Federal Tax Law and Disclosure Requirements for
Tax-exempt Bonds and/or Tax Advantaged Bonds

ISSUER NAME: **Morrill County School District 0021, in the State of Nebraska**

COMPLIANCE OFFICER (BY TITLE): **Superintendent of Schools**

It is the policy of the Issuer identified above (the "Issuer") to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds (or as tax credit, direct pay subsidy or other tax-advantaged bonds, as applicable) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits associated with its bonds issued as tax advantaged bonds are received in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the "Compliance Officer"). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at http://www.irs.gov/taxexemptbond, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website ["EMMA"] at http://www.emma.msrb.org, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer's annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the "Bond Documents") shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

(a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the "Authorizing Proceedings"),

(b) the tax documentation associated with each bond issue, which may include some or all of the following (the "Tax Documents"):

  (i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;

  (ii) Form 8038 series filed with the Internal Revenue Service;

  (iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;

  (iv) covenants, agreements, instructions or memoranda with respect to rebate or private use;

(v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and

(vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.

(c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and

(d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

ACKNOWLEDGMENT OF RECEIPT OF

NOTICE OF MEETING

The undersigned President and Board Members of Morrill County School District 0021, hereby acknowledge receipt of advance notice of a meeting of said body and the agenda for such meeting held at _____ _.m. on __________ ____, 2021, at ____ ____________________________, in Bayard, Nebraska.

DATED this ______ day of __________, 2021.

____

____

____

____

____

____

____

____

I hereby certify that ________________________ was/were absent from the meeting but that, to my personal knowledge, he/she/they received advance notice of the meeting.

____

DOCS/2600756.2

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

450 Regency Parkway, Suite 400
Omaha, NE 68114
(402) 397-5777
(800) 206-7523
FAX (402) 392-7908
dadavidson.com
D.A. Davidson & Co. member SIPC

February 23, 2021

Morrill County School District 0021
Bayard Public Schools
726 4th Avenue
Bayard, NE 69334

Re: Underwriting Engagement Letter

Dr. Travis W. Miller:

On behalf of D.A. Davidson & Co. ("we" or "Davidson"), thank you for the opportunity to serve as underwriter for Morrill County School District 0021 (Bayard Public Schools), in the state of Nebraska (the "Issuer") on the Issuer's proposed offering and issuance of General Obligation Refunding Bonds, Series 2021 (the "Certificates"). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the "Purchase Agreement") if and when the Certificates are priced following successful completion of the offering process.

1. Services to be Provided by Davidson. The Issuer hereby engages Davidson to serve as managing underwriter of the proposed offering and issuance of the Certificates, and in such capacity Davidson agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Certificates
- Develop a marketing plan for the offering, including identification of potential investors
- Assist in the preparation of the official statement and other offering documents
- Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- If the Certificates are to be rated, assist in preparing materials to be provided to securities ratings agencies and in developing strategies for meetings with the ratings agencies
- Consult with counsel and other service providers with respect to the offering and the terms of the Certificates
- Inform the Issuer of the marketing and offering process

- Negotiate the pricing, including the interest rate, and other terms of the Certificates
- Obtain CUSIP number(s) for the Certificates and arrange for their DTC book-entry eligibility
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Certificates
- Perform such other usual and customary underwriting services as may be requested by the Issuer

As underwriter, Davidson will not be required to purchase the Certificates except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Certificates.

2. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees: (i) the primary role of Davidson, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the Issuer.; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and Davidson has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters or transactions); (iii) the only obligations Davidson has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer desires to consult with and hire a municipal advisor for this transaction that has legal fiduciary duties to the Issuer the Issuer should separately engage a municipal advisor to serve in that capacity.

3. Fees and Expenses. Davidson's proposed underwriting fee/spread is not to exceed 1.25% of the principal amount of the Certificates issued. The underwriting fee/spread will represent the difference between the price that Davidson pays for the Certificates and the public offering price stated on the cover of the final official statement. The Issuer shall be responsible for paying or reimbursing Davidson for all other costs of issuance, including without limitation, bond counsel, underwriter's counsel, rating agency fees and expenses, and all other expenses incident to the performance of the Issuer's obligations under the proposed Certificates.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Certificates except as may be superseded pursuant to a Purchase Agreement. Notwithstanding the forgoing, either party may terminate Davidson's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Davidson's engagement is terminated by the Issuer, the Issuer agrees to compensate Davidson for the services provided and to reimburse Davidson for its out-of-pocket fees and expenses incurred to the date of termination.

5. Limitation of Liability. The Issuer agrees neither Davidson nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder.

6. Disclosures by D.A. Davidson & Co. as Underwriter pursuant to MSRB Rules G-17 and G-23. The Issuer has engaged D.A. Davidson & Co. ("Davidson") to serve as an underwriter, and not as a Municipal Advisor, in connection with the issuance of the Certificates. As part of our services as underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Certificates. The specific terms of our engagement will be as set forth in a bond purchase agreement to be entered into by the parties if and when the Certificates are priced following successful completion of the offering process.

Disclosures Concerning the Underwriter's Role, Compensation, Regulation and Educational Materials.

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) An underwriter's primary role is to purchase the Certificates with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.

(iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.

(iv) The underwriter has a duty to purchase the Certificates from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Certificates to investors at prices that are fair and reasonable.

(v) The underwriter will review the official statement for the Certificates in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.[1]

(vi) The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Certificates. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Certificates. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

(vii) Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

Disclosures Concerning Additional Conflicts.

Davidson has not identified any additional potential or actual material conflicts that require disclosure.

[1] Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

Disclosures Concerning Complex Municipal Securities Financing.

Since Davidson has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Certificates are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a "complex municipal securities financing" to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

7. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Nebraska. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

We are required to seek your acknowledgement that you have received this letter. If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign, date and return a copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in Davidson.

Very truly yours,

D.A. DAVIDSON & CO.

By:____
Title: Vice President

Accepted this ___ day of _________, 2021

MORRILL COUNTY SCHOOL DISTRICT 0021
(BAYARD PUBLIC SCHOOLS)
IN THE STATE OF NEBRASKA

By:________________________________
Title:

MINUTES OF MEETING

A regular meeting of the Board of Education of Morrill County School District 0021, in the State of Nebraska, was convened in open and public session at _______ __.m. on _____________, 2021, at ____. Present were: _________________________ ____ ______________________. Absent were: ____.

Notice of the meeting was given in advance thereof by ________________, one of the School District's designated methods for giving notice, a copy of the _____________________________ being attached to these Minutes. Notice of this meeting was given in advance to all members of the Board of Education, and a copy of their Acknowledgment of Receipt of Notice is attached to these Minutes. Availability of the Agenda was communicated in the advance notice and in the notice to the members of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

At the beginning of the meeting, the President of the Board publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held.

Member ____________________________ offered the following resolution and moved its passage and adoption:

RESOLUTION

BE IT RESOLVED BY THE BOARD OF EDUCATION OF MORRILL COUNTY SCHOOL DISTRICT 0021, IN THE STATE OF NEBRASKA:

Section 1. That the following bonds of the School District, which are callable at any time on or after July 18, 2021, are hereby authorized to be called for redemption on such date as set forth in the Designation of Call Date (as defined below):

General Obligation Refunding Bonds, Series 2016, of Morrill County School District 0021, (the "District") in the State of Nebraska, date of original issue – July 18, 2016, in the principal amount of One Million Two Hundred Fifteen Thousand Dollars ($1,215,000), numbered as shown on the books of the Paying Agent and Registrar, becoming due and bearing interest as follows:

Principal Amount	Maturity Date	Interest Rate	CUSIP
$195,000	June 1, 2022	1.45%	617779 DU4
200,000	June 1, 2023	1.55	617779 DV2
200,000	June 1, 2024	1.65	617779 DW0
205,000	June 1, 2025	1.80	617779 DX8
205,000	June 1, 2026	1.95	617779 DY6
210,000	June 1, 2027	2.15	617779 DZ3

Said bonds are hereinafter referred to as the "Refunded Bonds."

Section 2. The Refunded Bonds are to be paid off at the principal corporate trust office of BOKF National Association, Lincoln, Nebraska, (the "Paying Agent") as paying agent and registrar.

Section 3. The President or Secretary of the Board of Education of the District or the Superintendent of Schools (each, an "Authorized Officer") are each individually hereby authorized at any time on or after the date of this resolution to determine the call date for said Refunded Bonds on behalf of the District and such determination, when made in writing (the "Designation of Call Date"), shall constitute the action of the District without further action of the Board of Education of the District. The Call Date shall be set out in the Designation of Call Date. In the event the Designation of Call Date is not executed and delivered on or before December 31, 2021, the Authorized Officers shall have no authority to make any such determination hereunder without further action of the Board of Education of the District and this resolution shall be of no further force and effect.

Section 4. A true copy of this resolution together with an executed Designation of Call Date shall be filed with the Paying Agent, to effect the call of the Refunded Bonds. At such time, the Paying Agent is hereby instructed to mail notice to each registered owner of the Refunded Bonds not less than thirty days prior to the date fixed for redemption, all in accordance with the resolution authorizing the issuance of the Refunded Bonds, and to take all other actions deemed necessary in connection with the redemption of the Refunded Bonds.

ADOPTED this _____ day of ______________, 2021.

Secretary

President

The foregoing resolution having been read in its entirety, Member ______________________ seconded the motion for its passage and adoption. After consideration, the roll was called and the following members voted "AYE": ____

____. The following members voted "NAY": ____.

The passage of said resolution having been consented to by a majority of the members of the Board of Education, the President declared the resolution duly passed and adopted, this _____ day of ____________________, 2021.

____
President

Attest:

____
Secretary

Whereupon, Member __________________ offered the following resolution and moved its passage and adoption:

RESOLUTION

BE IT RESOLVED BY THE BOARD OF EDUCATION OF MORRILL COUNTY SCHOOL DISTRICT 0021, IN THE STATE OF NEBRASKA, as follows:

Section 1. The Board of Education hereby finds and determines: that Morrill County School District 0021 (the "District") is duly organized as a Class III School District under Chapter 79, Reissue Revised Statutes of Nebraska, 2014, as amended; that the District has heretofore issued the following bonds which remain outstanding:

General Obligation Refunding Bonds, Series 2016, of Morrill County School District 0021, (the "District") in the State of Nebraska, date of original issue – July 18, 2016, in the principal amount of One Million Four Hundred Ten Thousand Dollars ($1,410,000), numbered as shown on the books of the Paying Agent and Registrar, becoming due and bearing interest as follows:

Principal Amount	Maturity Date	Interest Rate	CUSIP
$195,000	June 1, 2021	1.25%	617779 DT7
195,000	June 1, 2022	1.45	617779 DU4
200,000	June 1, 2023	1.55	617779 DV2
200,000	June 1, 2024	1.65	617779 DW0
205,000	June 1, 2025	1.80	617779 DX8
205,000	June 1, 2026	1.95	617779 DY6
210,000	June 1, 2027	2.15	617779 DZ3

which bonds refunded the outstanding General Obligation Refunding Bonds, Series 2011, date of original issue – October 14, 2011, which refunded the General Obligation Bonds, Series 2008 that were authorized by more than 50% of the qualified electors of the District on May 13, 2008 and were issued for the purpose of constructing additions to the facilities of the District and providing the necessary equipment and apparatus for said facilities and are herein referred to as the "Outstanding Bonds"; that all of the Outstanding Bonds are unpaid and are a legal liability of the District and provision for the payment of the Outstanding Bonds may be made by the lawful issuance and sale of refunding bonds of the District pursuant to Sections 10-717 to 10-719, inclusive, Reissue Revised Statutes of Nebraska, 2012, as amended; that the Outstanding Bonds maturing June 1, 2022 through June 1, 2027, in the total principal amount of $1,215,000 (the "Called Outstanding Bonds"), are subject to redemption at par plus accrued interest on July 18, 2021, or at any time thereafter; and that by resolution of this Board adopted contemporaneously with this resolution (the "Call Resolution") all of the Called Outstanding Bonds have been authorized to be called for redemption on such date as determined pursuant to the Call Resolution (the "Redemption Date"); that since the issuance of the Outstanding Bonds, interest rates have declined in the municipal bond markets so that the District can obtain a savings in the amount of yearly running interest by the issuance of its refunding bonds as provided herein; that it is necessary and advisable for the District to issue and sell its refunding bonds in the principal amount of not to exceed $1,300,000 to provide for the redemption of the Called Outstanding Bonds as called for redemption on the Redemption Date; and that all conditions, acts and things required by law to exist or to be done precedent to the issuance of refunding bonds in the amount of not to exceed $1,300,000 pursuant to Sections 10-717 to 10-719, R.R.S. Neb. 2012, as amended, do exist and have been done as required by law.

Section 2. For the purpose set forth in Section 1, there shall be and there are hereby ordered issued the negotiable refunding bonds of this District of the principal amount not to exceed One Million Three Hundred Thousand Dollars ($1,300,000) (the "Bonds"), with said Bonds to become due in such amounts and in such years and bear interest at the rates per annum all as shall be determined in a written designation (the “Designation”) signed by the President or Secretary of the District or Superintendent of Schools (the “Authorized Officers”) on behalf of the Board of Education of the District and which may be agreed to by D.A. Davidson & Co. (the “Underwriter”), which Designation may also determine mandatory redemption provisions (if any), and pricing terms as set forth in Section 8 below, all within the following limitations:

(a) the aggregate principal amount of the Bonds shall not exceed $1,300,000, provided, however, in the event the Bonds are sold at a net original issue discount such aggregate principal amount may be increased in such amount as is necessary to compensate for any such net original issue discount;

(b) the aggregate amount of original issue premium and original issue discount (if any) may result in an aggregate net original issue discount (if any) not in excess of two percent (2.00%) of the stated principal amount of the Bonds;

(c) the true interest cost of the Bonds shall not exceed 1.5%;

(d) the longest maturity of the Bonds may not be later than June 1, 2027;

(e) the Bonds shall bear interest at such rates per annum so that debt service payable on the Bonds provides at least a net present value savings to the District over the debt service payable on the Called Outstanding Bonds in an amount satisfactory to the Board (the execution of the Designation by an Authorized Officer shall be conclusive evidence that such net present value savings is satisfactory to the Board);

(f) two or more of the principal maturities may be combined and issued as “term bonds” and the Authorized Officer may determine the mandatory sinking fund payments and mandatory redemption amounts. Any Bonds issued as “term bonds” shall be redeemed at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date of redemption and may be selected for redemption by any random method of selection determined appropriate by the Registrar (as hereinafter designated) or by the Depository (as hereinafter designated).

The Authorized Officers (or any one of them) are hereby authorized to make such determinations on behalf of the Board of Education of the District and to evidence the same by execution and delivery of the Designation and such determinations, when made and agreed to by the Underwriter, shall constitute the action of the Board of Education of the District without further action of the Board of Education of the District. The Bonds shall be issued in fully registered form in the denomination of $5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be Date of Delivery. Interest on the Bonds, at the respective rates for each maturity, shall bear interest at the rates calculated on the basis of a 360-day year consisting of twelve 30-day months and shall be payable on December 1, 2021 (or such other date as may be determined in the Designation) and semi-annually thereafter on June 1 and December 1 of each year (or such other dates as determined in the Designation, each an “Interest Payment Date”) and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date to which interest has been paid or provided for, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (or such other dates as determined in the Designation, the “Record Date”), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing on each Interest Payment Date a check or draft in the amount due for such interest to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and interest due at maturity or at any date fixed for redemption prior to maturity shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The District and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the District nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this resolution shall be valid and effectual and shall be a discharge of the District and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. Unless as otherwise provided in the Designation, BOKF, National Association, Lincoln, Nebraska, is hereby designated to serve as Paying Agent and Registrar for the Bonds. Said Paying Agent and Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the District and said Paying Agent and Registrar. The Authorized Officers each are hereby authorized to approve and execute said agreement on behalf of the District. The Paying Agent and Registrar shall keep and maintain for the District books for the registration and transfer of the Bonds at its principal corporate trust office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the principal corporate trust office of said Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the District will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this resolution, one Bond may be transferred for several such Bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the District evidencing the same obligations as the Bonds surrendered and shall be entitled to all the benefits and protection of this resolution to the same extent as the Bonds upon transfer of which they were delivered. The District and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. The Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of issuance (or such other date as may be determined in the Designation), at par plus the interest accrued on the principal amount being redeemed to the date fixed for redemption. The District shall select the Bonds to be redeemed for such optional redemption in its sole discretion. Bonds shall be redeemed only in amounts of $5,000 or integral multiples thereof. Any Bond redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new Bond or Bonds, of the same maturity and interest rate, evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the District in the case of optional redemptions and without further direction in the case of mandatory redemptions, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the principal corporate trust office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the District designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the District shall have the right to direct further notice of redemption for any such Bond for which defective notice has been given. In the event term maturities and mandatory redemption amounts are determined in the Designation, the provisions of this Section 5 shall apply generally to mandatory redemptions. Any such mandatory redemptions shall be at the principal amount redeemed plus accrued interest to the date set for redemption. The Paying Agent and Registrar shall select the term bonds to be redeemed in any maturity using any random method of selection deemed appropriate, subject to the provisions of Section 8 of this Resolution.

Section 6. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 7. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF MORRILL

GENERAL OBLIGATION REFUNDING BOND, SERIES 2021
OF MORRILL COUNTY SCHOOL DISTRICT 0021

No. R-

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
%		______________, 2021	

Registered Owner: Cede & Co.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That Morrill County School District 0021, in the State of Nebraska (the "District"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue shown above or most recent Interest Payment Date to which interest has been paid or provided for, whichever is later, at the rate per annum specified above, payable on ______________, and semiannually thereafter on June 1 and December 1 of each year (each, an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal of this bond, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the principal corporate trust office of BOKF, National Association, the Paying Agent and Registrar in Lincoln, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed on such Interest Payment Date by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's address as shown on such books and records (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available. For the prompt payment of this bond, both principal and interest, as the same become due, the full faith, credit and resources of said District are hereby irrevocably pledged.

This bond is one of an issue of fully registered bonds of the total principal amount of ________________________Dollars ($_____________), of even date and like tenor herewith, except as to date of maturity and rate of interest and denomination, which were issued by said District for the purpose of refunding the District's outstanding General Obligation Refunding Bonds, Series 2016, date of original issue – July 18, 2016, in the principal amount of $1,215,000, which refunded the General Obligation Refunding Bonds, Series 2011, which refunded the General Obligation Bonds, Series 2008, that were authorized by more than 50% of the ballots cast by the qualified electors of the School District at an election which was duly called by the Board of Education and held on May 13, 2008, in pursuance of Sections 10-717 to 10-719, R.R.S. Neb. 2012, as amended. The issuance of said refunding bonds has been duly authorized by proceedings duly had and a resolution duly adopted by the Board of Education of said District.

The bonds are subject to redemption at the option of the District prior to the stated maturities thereof, in whole or in part, at any time on or after the fifth anniversary of the date of issuance, at par plus the interest accrued on the principal amount being redeemed to the date fixed for redemption. Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed in the manner specified in the resolution authorizing said issue of bonds. Individual bonds shall be redeemed in part but only in the amount of $5,000 or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the principal corporate trust office of the Paying Agent and Registrar in Lincoln, Nebraska, upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the resolution authorizing said issue of bonds, subject to the limitations therein prescribed. The District, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond and the bonds refunded hereby did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of this District, including this bond, does not exceed any limitation imposed by law. The District agrees that it shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the District for the purpose of paying and sufficient to pay the interest and principal of this bond as and when such interest and principal become due.

This bond shall not be valid and binding on the District until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Board of Education of the District has caused this bond to be executed on behalf of the District with the facsimile signatures of the President and the Secretary of said Board, all as of the date of original issue shown above.

MORRILL COUNTY SCHOOL DISTRICT
0021, IN THE STATE OF NEBRASKA

ATTEST:

(facsimile signature)
President

(facsimile signature)
Secretary

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by resolution of the Board of Education of Morrill County School District 0021, in the State of Nebraska, as described in the foregoing bond.

BOKF, NATIONAL ASSOCIATION,
Lincoln, Nebraska
Paying Agent and Registrar

By ____
Authorized Signature

(FORM OF ASSIGNMENT)

For value received ____ hereby sells, assigns and transfers unto ____ the within bond and hereby irrevocably constitutes and appoints ____, attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: _____________________________________

____
Registered Owner

Witness: __________________________________

Note: The signature(s) of this assignment must correspond with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever.

Section 8. Each of the Bonds shall be executed on behalf of the District with the manual or facsimile signatures of the President and Secretary of the Board of Education. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “Depository”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the “Letter of Representations”) in the form required by the Depository (including any blanket letter previously executed and delivered), for and on behalf of the District, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The District and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “Bond Participant”) or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a “Beneficial Owner”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the District determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this resolution to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Resolution, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository is removed by the District or resigns and is not replaced, the District shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement Bonds upon transfer or partial redemption, the District agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting President and Secretary of such Board. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the District until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the District's Treasurer, who is authorized to deliver them to the Underwriter, as the initial purchaser thereof, upon receipt of not less than 98.9% of the principal amount of the Bonds plus accrued interest thereon to date of payment of the Bonds (or such other price as may be provided in the Designation). The District's Treasurer is authorized to deliver the Bonds to the Underwriter upon receipt of such purchase price plus accrued interest to date of payment. Said initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this resolution. The Underwriter and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Authorized Officers are hereby each individually authorized to approve and execute the Bond Purchase Agreement on behalf of the District.

Section 9. The Secretary of the District is directed to make and certify a transcript or transcripts of the proceedings of the District precedent to the issuance of said Bonds, one of which transcripts shall be delivered to the purchaser of said Bonds. The President and Secretary of the District shall certify the taxable valuation, the number of children of school age residing in the District, and the total bonded indebtedness of the District and are further authorized to confirm any prior certification made pursuant to Sections 10-707 and 10-716.01, R.R.S. Neb. 2012, as amended, with respect to the indebtedness evidenced by the Bonds.

Section 10. The net sale proceeds of the Bonds (along with funds of the District on hand to the extent necessary) shall be applied to the payment and satisfaction of all of the principal of and the interest on the Called Outstanding Bonds as called for redemption on the Redemption Date. Accrued interest received from the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds. In order to satisfy the District's obligation on the Called Outstanding Bonds, if the date of delivery of the Bonds occurs prior to the Redemption Date determined pursuant to the Call Resolution, such proceeds of the Bonds along with funds of the District on hand shall be set aside and held and invested in a special trust account which is hereby ordered established. Unless as otherwise provided in the Designation, BOKF, National Association, Lincoln, Nebraska, is hereby designated to serve as the escrow agent ("Escrow Agent"), to have custody and safekeeping of the funds and investments which are to be set aside for the payment of the Called Outstanding Bonds. For purposes of governing such escrow account and the holding and application of such funds and investments, the District shall enter into a contract entitled "Escrow Agreement" with the Escrow Agent. Each of the Authorized Officers are hereby authorized and directed to approve and execute and deliver on behalf of the District said Escrow Agreement. Said President and Secretary are further authorized to approve the investments provided for in said Escrow Agreement, and to make any necessary subscriptions for United States Treasury Securities, State and Local Government Series, or to contract for the purchase of securities in the open market. Said proceeds shall be invested in obligations of the United States Government, direct or guaranteed, including United States Treasury Securities, State and Local Government Series. To the extent that such proceeds are held in a bank depository account, such deposits shall be insured by insurance of the Federal Deposit Insurance Corporation or, to the extent not fully insured, fully collateralized in the same manner as is required for deposit of public funds. Any investment from the proceeds of the Bonds herein authorized shall mature not later than the Redemption Date. As provided in said Escrow Agreement, the proceeds of the Bonds herein authorized and investment earnings thereon shall be applied to the payment of the principal of and interest on the Called Outstanding Bonds as the same become due on and prior to the Redemption Date, and as called for redemption on the Redemption Date. The District agrees that on the date of original issue of the Bonds, or as soon thereafter as practicable, it shall deposit or otherwise have on hand with the Escrow Agent, from tax levy or other available sources, funds sufficient after taking into consideration available proceeds of the Bonds and investment earnings to provide funds for all payments due on the Called Outstanding Bonds on or before the Redemption Date, and as called for redemption on the Redemption Date.

Section 11. The Board of Education of the District shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the District for the purpose of paying and sufficient to pay the interest on and principal of said bonds as and when such interest and principal become due.

Section 12. The District hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended, (the "Code") and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The District hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds herein authorized. The District hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest bearing obligations aggregating in principal amount more than $10,000,000 during calendar year 2021 (taking into consideration the exception for current refunding issues), provided that the amount of the Bonds hereby designated shall be reduced as and to the extent that a portion of the Bonds may be determined to be "deemed designated" in accordance with the provisions of Section 265(b)(3)(D) of the Code. The officers of the District are hereby authorized to take any and all actions determined appropriate in connection with any such determination of a portion of the Bonds as "deemed designated". The District hereby agrees that it will take any and all actions necessary to obtain and preserve such status for the Bonds as "qualified tax-exempt obligations".

Section 13. The District reserves the right to issue refunding bonds and provide for the investment of the proceeds thereof for purposes of providing for the payment of principal and interest on the Bonds in such manner as may be prescribed by law from time to time but specifically including the provisions of Sections 10-717 to 10-719, Reissue Revised Statutes of Nebraska, 2012, or any amendment thereto.

Section 14. The District's obligations under this resolution shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal thereof plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to have been made in accordance with the terms thereof and hereof, or (b) shall have been provided for by depositing with the Paying Agent and Registrar, or in escrow with a national or state bank having trust powers in trust solely for such payment (i) sufficient moneys to make such payment and/or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America, or obligations of any agency of the United States of America (herein referred to as "Government Obligations"), in such amount and with such maturities as to principal and interest as will insure the availability of sufficient moneys to make such payment, and thereupon such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Resolution; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given or provided for. If moneys shall have been deposited in accordance with the terms hereof with the Paying Agent and Registrar or escrow agent in trust for that purpose sufficient to pay the principal of such Bonds and all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, all liability of the District for such payment, except for payment from such deposit, shall forthwith cease, determine and be completely discharged, and all such Bonds shall no longer be considered outstanding under this Resolution.

Section 15. The Authorized Officers are hereby authorized to prepare and deem final on behalf of the District a Preliminary Official Statement for the Bonds, and are further authorized to approve on behalf of the District a final Official Statement with any changes deemed appropriate by such officers.

Section 16. In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the District, being the only "obligated person" with respect to the Bonds, and being an "obligated person" with respect to no more than $10,000,000 in aggregate amount of outstanding municipal securities (including the Bonds), agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB:

(a) at least annually, not later than April 1 after the end of the District's fiscal year, commencing with the fiscal year ending August 31, 2021, financial information or operating data for the District which is customarily prepared by the District and is publicly available, consisting of the District's audited financial statements;

(b) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) modifications to rights of the holders of the Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar events of the District (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District);

(13) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a financial obligation, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation, any of which affect security holders, if material; or

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation, any of which reflect financial difficulties.

The District has not undertaken to provide notice of the occurrence of any other event, except the events listed above. The District agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be in such electronic format and accompanied by such identifying information as shall be prescribed by the MSRB. The District reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the District, consistent with the Rule. The District agrees that such covenants are for the benefit of the registered owners of the Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Resolution. The continuing disclosure obligations of the District, as described above, shall cease when none of the Bonds remain outstanding.

Section 17. The officers of the District, or any one or more of them, including President, Vice President and Secretary of the Board of Education and the Superintendent are hereby authorized to execute and deliver any and all certificates and documents and to take any and all actions determined appropriate in connection with the issuance and sale of the Bonds and the calling and refunding of the Called Outstanding Bonds.

Section 18. In order to promote compliance with certain federal tax and securities laws relating to the bonds herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit "A" (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 19. This resolution shall be in full force and effect from and after its adoption as provided by law.

ADOPTED this ____ day of ___________, 2021.

MORRILL COUNTY SCHOOL DISTRICT 0021,
IN THE STATE OF NEBRASKA

ATTEST:

By: ______________________________________
President

____
Secretary

Board Member ____________________ seconded the motion and upon roll call upon the question of adoption of said resolution, the following Board Members voted AYE: ______________________________ ____. The following voted NAY: ________________________. The following were absent or did not vote: ______________________. A majority of the Board Members having voted in favor of the adoption of said resolution, the President declared the resolution adopted.

DATED this _____ day of _________________, 2021.

____
President

ATTEST:

____
Secretary

EXHIBIT "A"

POLICY AND PROCEDURES

[SEE ATTACHED]

Policy and Procedures
Federal Tax Law and Disclosure Requirements for
Tax-exempt Bonds and/or Tax Advantaged Bonds

ISSUER NAME: **Morrill County School District 0021, in the State of Nebraska**

COMPLIANCE OFFICER (BY TITLE): **Superintendent of Schools**

It is the policy of the Issuer identified above (the "Issuer") to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds (or as tax credit, direct pay subsidy or other tax-advantaged bonds, as applicable) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits associated with its bonds issued as tax advantaged bonds are received in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the "Compliance Officer"). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at http://www.irs.gov/taxexemptbond, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website ["EMMA"] at http://www.emma.msrb.org, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer's annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the "Bond Documents") shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

(a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the "Authorizing Proceedings"),

(b) the tax documentation associated with each bond issue, which may include some or all of the following (the "Tax Documents"):

(i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;

(ii) Form 8038 series filed with the Internal Revenue Service;

(iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;

(iv) covenants, agreements, instructions or memoranda with respect to rebate or private use;

(v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and

(vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.

(c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and

(d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

ACKNOWLEDGMENT OF RECEIPT OF

NOTICE OF MEETING

The undersigned President and Board Members of Morrill County School District 0021, hereby acknowledge receipt of advance notice of a meeting of said body and the agenda for such meeting held at _____ _.m. on __________ ____, 2021, at ____ ______________________________, in Bayard, Nebraska.

DATED this ______ day of __________, 2021.

____

____

____

____

____

____

____

____

I hereby certify that _________________________ was/were absent from the meeting but that, to my personal knowledge, he/she/they received advance notice of the meeting.

____

DOCS/2600756.2

Bayard Public Schools
Limited Voluntary Early Retirement/Separation Incentive Program
Program Description

The Bayard Public Schools Board of Education is offering a Limited Voluntary Early Retirement/Separation Incentive Program (the "Program") for Eligible Employees (as defined below).

Eligibility. Any Bayard Public Schools employee who meets the following criteria is an "Eligible Employee" under this Program: The employee must: (i) be age 55 or older as of May 31, 2021 and (ii) have completed at least 15 consecutive school years of service to the School District as of May 31, 2021.

- A school year of service means a school year in which the employee was employed by the School District for the full school year on at least a 0.4 FTE basis.
- Years of employment as a substitute teacher do not count toward school years of service.
- The Superintendent of Schools will make the determination on eligibility.

Program Benefits. For Eligible Employees who participate in the Program (a "Participant"), the School District will make three non-elective employer contributions of $10,000.00, for a total of $30,000.00, to an account established for the Participant in a 403(b) Plan established by the School District. The Participant is responsible for setting up an account in the School District's 403(b) Plan. The non-elective employer contributions will be made in three equal annual installments of $10,000.00 each, with the first contribution being made on or before July 20, 2021, the second contribution being made on or before July 20, 2022, and the third contribution being made on or before July 20, 2023.

If a Participant dies before all Program benefit installments have been made, payments will be made to the person or persons legally entitled to the payments. The School District may, at the School District's discretion, accelerate the remaining payments in a single, lump sum payment.

Participation. To participate in the Program: (i) an Eligible Employee must notify the Superintendent of Schools in writing by 4:00 p.m. (Mountain Time) on Friday April 9, 2021 of the Eligible Employee's retirement or resignation at the end of the 2020/2021 school year and request to participate in the Program on the attached Election Form and (ii) the Board of Education must accept the Eligible Employee's retirement or resignation and approve the Eligible Employee for the Program at its regular meeting on April 12, 2021.

The Participant's retirement or resignation will be effective: (i) on May 31, 2021 or (ii) in the case of a Participant that has a contract of employment with the School District, the end of the 2020/2021 contract year, which is May 31, 2021.

The School District will make all legally required withholdings in connection with the payment of the Program benefits. The School District advises all School District employees interested in this Program to consult with an attorney and tax advisor before electing to participate in the Program and submitting a retirement or resignation.

Disqualification. If a Participant has his or her contract or employment cancelled or terminated for just cause at or prior to the end of the 2020/2021 school year or dies prior to the end of the 2020/2021 school year, the Participant will become ineligible for the Program benefits.

Board Discretion. The Board of Education reserves the right to limit participation in the Program based on the School District's budget and the availability of funds.

Questions. Questions about the Program should be directed to the Superintendent, Dr. Travis Miller.

Bayard Public Schools
Limited Voluntary Early Retirement/Separation Incentive Program
Election Form

I ____________________________ (name) have reviewed the Bayard Public Schools' Limited Voluntary Early Retirement/Separation Incentive Program Description (the "Program") and I acknowledge, agree, and certify as follows:

1. I will be age 55 or older on May 31, 2021 and at that time will have completed at least 15 consecutive school years of service to Bayard Public Schools.

2. I have read the Program Description attached to this election form in its entirety, had the opportunity to ask questions about the Program from the Superintendent of Schools, and understand the terms of the Program.

3. I have had an adequate time to make a decision about participating in the Program.

4. The Program is completely voluntary and I have not been coerced or threatened to elect to participate in the Program by any employee or representative of the School District.

5. I have been advised by the School District to consult with an attorney and tax advisor before electing to participate in the Program and submitting my retirement or resignation. I have had an adequate opportunity to consult with and obtain the advice of an independent attorney and tax advisor of my own choice before electing to participate in the Program.

6. I understand that my retirement or resignation submitted in this Election Form is revocable until it is accepted by the Board of Education on April 12, 2021. If I revoke my retirement or resignation submitted in this Election Form, I will also revoke my election to participate in the Program. To revoke my retirement or resignation, I must do so in writing and deliver the writing to the Superintendent of Schools prior to the time my retirement or resignation is accepted. Once my retirement or resignation is accepted by the Board of Education, it will become irrevocable.

7. I understand that Program benefits may be subject to legally required withholdings by the School District and will accept the Program benefits subject to such withholdings. I understand that some or all of the Program benefits may result in taxable income to me under applicable federal, state, and/or local tax laws and that the School District is not providing tax, accounting, or legal advice to me and makes no representations regarding any tax obligations or tax consequences on my part relating to or arising from participation in the Program. I will assume all federal, state, and/or local tax obligations and consequences to me that may arise from the Program.

With the full knowledge, understanding, and agreement of the Program and the certifications above, I elect to participate in the Program.

I submit my resignation of my employment position with the School District to be effective: (check one)

___ May 31, 2021

___ At the end of the 2020/2021 contract year, which is May 31, 2021

Date:________________________ Signature: ____

Received on:________________________________ By:____
Dr. Travis Miller, Superintendent of Schools

Accepted by the Board of Education on:_____________ By:____
Kim Kildow, President of Board of Education

Information Form

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: Bayard Public Schools

Street Address: 726 4th Avenue / P.O. Box 607

City: Bayard State: NE Zip: 69334

Employer Phone: 308-586-1325

Employer Fax: 308-586-1638

Tax ID Number: 47-6004318

Effective Date: September 1, 2021

Plan Year End: August 31

Employer Contact for Plan Document & Compliance Updates:

Contact Name & Title: Travis Miller Superintendent

Contact Phone Number: 308-586-1325

Contact Email Address: travis.miller@bayardtigers.org

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

Contact Name & Title: Bobbie Stuart Bookkeeper

Contact Phone Number: 308-586-1325

Contact Email Address: bobbie.stuart@bayardtigers.org

ADOPTION AGREEMENT #001
EMPLOYER CONTRIBUTIONS AND ELECTIVE DEFERRALS
403(b) VOLUME SUBMITTER PLAN

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the MidAmerica Administrative and Retirement Solutions, LLC 403(b) Volume Submitter Plan (basic plan document #20). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Volume Submitter Plan provisions. This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices, constitute the Employer's 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 existing 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.

ARTICLE 1
DEFINITIONS

1. EMPLOYER; PLAN; PLAN ADMINISTRATOR **(1.29; 1.52; 1.53)**. *(A Plan amendment is not needed solely to change the information in (a) or (d) below)*.

(a) **Employer Information**

Name of Adopting Employer: Bayard Public Schools

Address: 726 4th Avenue / P.O. Box 607

City Bayard State NE Zip 69334

Telephone: 308-586-1325

EIN: 47-6004318

(b) **Plan Information**

Plan name: Bayard Public Schools Special Pay Plan

Plan number (optional): ____________ *(3-digit number for Form 5500 reporting)*

(c) **Type of entity** *(Choose one of (1) - (4))*:

(1) [X] **Public School.** See 1.57.

(2) [ ] **Other Governmental employer exempt under Code §501(c)(3).**

(3) [ ] **Churches and Church-Related Organizations.** See 1.09. *(Choose a. and/or b.):*

a. [ ] **Church.** See 1.09. This would include a QCCO, but would not include a non-QCCO.

b. [ ] **Church-related organization**, other than a Church. See 1.09(A). This would include a non-QCCO.

(4) [ ] **Other tax-exempt organization under Code §501(c)(3).**

(d) **Plan Administrator Information** (If no Plan Administrator is named, the Employer is the Plan Administrator)

Name: MidAmerica Administrative & Retirement Solutions, LLC

Address: 2855 Interstate Drive, Suite 115

City Lakeland State FL Zip 33805

Telephone: 813-533-4723

2. PERMITTED INVESTMENTS **(1.42)**. The Plan permits Custodial Accounts invested in mutual funds under Code §403(b)(7) and Annuity Contracts under Code §403(b)(1).

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

3. ERISA STATUS **(1.34)**. 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) - (c))*:

(a) ☒ **ERISA exempt.** The Plan is a Governmental Plan or a non-electing Church Plan. *(This selection is valid only if (c)(1), (2) or (3) is selected in Election 1.)*

(b) ☐ **Intended to be ERISA exempt.** The Plan is a deferral only arrangement with limited Employer involvement which the Employer intends to be exempt from ERISA pursuant to the ERISA Safe Harbor Exemption. See Section 1.34(A).

(c) ☐ **ERISA applies.** A Church Plan which has elected to be subject to ERISA as well as plans of other tax-exempt organizations not described in (a) or (b).

4. PLAN YEAR **(1.54)**. Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every:

[Note: Complete any applicable blanks under Election 4 with a specific date, e.g., June 30 OR the last day of February OR the first Tuesday in January. In the case of a Short Plan Year, include the year, e.g., May 1, 2016.]

Plan Year *(Choose (a), (b) or (c).)*:

(a) ☐ **December 31.**

(b) ☒ **Fiscal Plan Year:** ending: August 31.

(c) ☐ **Other:** ______________________________ *(e.g., a 52/53 week year ending on the date nearest the last Friday in December)*.

Short Plan Year *(Choose (d) if applicable.)*:

(d) ☐ Short Plan Year: commencing: ____________________________ and ending: ____________________________.

5. EFFECTIVE DATE **(1.23)**. The Employer's adoption of the Plan is a *(Choose (a) or (b). Complete (c); complete (d) if an amendment and restatement. Choose (e) and (f) if applicable.)*:

(a) ☒ **New Plan.**

(b) ☐ **Restated Plan.**

Initial Effective Date of Plan *(enter date)*

(c) September 1, 2021 (hereinafter called the "Effective Date" unless 5(d) is entered below)

Restatement Effective Date *(If this is an amendment and restatement, enter effective date of the restatement.)*

(d) ☐ ______________________________ *(enter month day, year; may enter a restatement date that is the first day of the current Plan Year)* (hereinafter called the "Effective Date")

[Note: See Section 1.60 for the definition of Restated Plan. If this Plan is a Restatement under Rev. Proc. 2013-22, in order to have retroactive reliance, the Restatement Effective Date generally should be the later of January 1, 2010 or the Initial Effective Date. The Restatement Effective Date can be as early as January 1, 2009 but there is no retroactive reliance prior to January 1, 2010. If specific Plan provisions, as reflected in this Adoption Agreement and the basic plan document, do not have the Effective Date stated in this Election 5, indicate as such in the election where called for or in Appendix A.]

Additional Effective Dates *(Choose if applicable)*

(e) ☐ **Restatement of surviving and merging plans.** The Plan restates two (or more) plans *(Complete 5(c) and (d) above for this (surviving) Plan. Complete (1) below for the merging plan. Choose (2) if applicable.)*:

(1) **Merging plan.** The ____ Plan was or will be merged into this surviving Plan as of: _______________________. The merging plan's restated Effective Date is: _______________________. The merging plan's original Effective Date was: _______________________.

(2) ☐ **Additional merging plans.** The following additional plans were or will be merged into this surviving Plan *(Optional to complete a. and b. if applicable. May attach an addendum to add additional plans.)*:

	Name of merging plan	Merger date	Restated Effective Date	Original Effective Date
a.	_______________	________	________	________
b.	_______________	________	________	________

(f) ☐ **Special Effective Date for Elective Deferral provisions:** ____

[Note: If Elective Deferral provision is not effective as of the Initial Effective Date or the Restatement Effective Date, enter the date as of which the Elective Deferral provision is effective. The Special Effective Date may not precede the date on which the Employer adopted the Plan.]

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

6. CONTRIBUTION TYPES **(1.12)**. 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). If the Employer has made election 3(b) indicating that the ERISA Safe Harbor Exemption applies, the only valid elections are (b), (b)(1) or (g))*:

(a) ☐ **Mandatory Employee Contributions.** See Section 3.04(A)(3) and Election 18.

(b) ☐ **Pre-Tax Elective Deferrals.** See Section 3.02 and Elections 19 – 21.

(1) ☐ **Roth Deferrals.** See Section 3.02(F) and Elections 19 – 21. *[Note: The Employer may not limit Elective Deferrals to Roth Deferrals only.]*

(c) ☐ **Matching.** See Sections 1.36, 1.47, and 3.03 and Elections 22, 23, 27, 28 and 32. *[Note: If the Plan is a safe harbor plan, choose 6(f) and do not choose 6(c).]*

(d) ☒ **Nonelective.** See Sections 1.48 and 3.04 and Elections 25 through 28. *[Note: The Employer may make an Operational QNEC without electing 6(d). See Section 3.04(C)(1). If the only nonelective contributions are safe harbor contributions, choose 6(f) and do not choose 6(d).]*

(e) ☐ **Employee (after-tax).** See Section 3.09 and Election 32.

(f) ☐ **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 3.05.

(g) ☐ **None (frozen plan).** The Plan is/was frozen effective as of: ______________________. See Sections 3.01(F) and 9.04.

[Note: Elections 18 through 26 and Election 32 do not apply to any Plan Year in which the Plan is frozen.]

7. EXCLUDED EMPLOYEES **(1.35)**. The following Employees are not Eligible Employees (either as to the overall Plan or the designated contribution type) *(Choose (a), (b) or (c). See also Election 18(e).)*:

(a) ☒ **No Excluded Employees.** All Employees are Eligible Employees as to all Contribution Types.

(b) ☐ **Exclusions - same for all Contribution Types.** The following Employees are Excluded Employees for all Contribution Types *(Choose one or more of (e) through (h) and/or (m). Choose column (1) for each exclusion elected at (e) through (h).)*:

(c) ☐ **Exclusions.** The following Employees are Excluded Employees (either as to all Contribution Types or to the designated Contribution Type) *(Choose one or more of (d) through (m))*:

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

		(1) All Contributions		(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(d) ☐	**No exclusions.** No exclusions as to the designated Contribution Type.	N/A (See Election 7(a))		☐	☐	☐	☐
(e) ☐	**Non-Resident Aliens.** See Section 1.35(B).	☐	OR	☐	☐	☐	☐
(f) ☐	**Employees who normally work less than 20 hours per week.** See Section 1.35(E) (e.g., if any such excluded Employee actually completes a Year of Service).	☐	OR	☐	☐	☐	☐
(g) ☐	**Student Employees.** See Section 1.35(C) (i.e., students enrolled in the entity sponsoring this Plan).	☐	OR	☐	☐	☐	☐
(h) ☐	**Other Employer plan.** Employees who are eligible to participate in another plan of the Employer which is a *(Choose one or more of a. through c.)*:	☐	OR	☐	☐	☐	☐

a. ☐ 401(k) plan

b. ☐ 403(b) plan

c. ☐ governmental 457(b) plan

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

(i)	☐	**Collective Bargaining (union) Employees.** See Section 1.35(A).	**N/A**	**N/A**	☐	☐	☐
(j)	☐	**Highly Compensated Employees.** See Section 1.39.	**N/A**	**N/A**	☐	☐	☐
(k)	☐	**Per Diem Employees.**	**N/A**	**N/A**	☐	☐	☐
(l)	☐	**Describe exclusion:** ______________________	**N/A**	**N/A**	☐	☐	☐

(m) ☐ **Describe exclusion:** ____
(e.g., exclude hourly paid employees).

[Note: The Employer may not complete Election 7(m) in a manner which would violate the universal availability rule of Treas. Reg. §1.403(b)-5(b), after taking into consideration the entity rules of Treas. Reg. §1.403(b)-5(b)(3) and the transition rules of Treas. Reg. §1.403(b)-10(d). Accordingly, Election 7(m) may only be used to provide an exclusion for Elective Deferrals if the Employer is a Church or the excluded Employees are eligible to make elective deferrals under another 403(b), 401(k) or governmental 457(b) plan of the Employer.]

[Note: Unless the Employer is a Church, any exclusion under Election 7(l) or 7(m), except for 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 **(1.11)**. 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 (e). Choose (f) if applicable.)*:

[Note: Unless described otherwise in Election 8(e), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions. In applying any Plan definition which references Section 1.11 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**	**(5) Employee/ Mandatory**
(a)	☒	**W-2 wages increased by Elective Deferrals.**	☒	**OR**	☐	☐	☐	☐
(b)	☐	**Code §3401 federal income tax withholding wages increased by Elective Deferrals.**	☐	**OR**	☐	☐	☐	☐
(c)	☐	**415 Compensation.**	☐	**OR**	☐	☐	☐	☐
(d)	☐	**Describe Compensation by Contribution Type or by Participant Group:** ________________________	☐	**OR**	☐	☐	☐	☐

(e) ☐ **Describe Compensation by Contribution Type or by Participant Group:** ____

[Note: Under Election 8(d) or 8(e), the Employer may: (i) elect Compensation from the elections available under Elections 8(a), (b), (c) or (d), or a combination thereof as to a Participant group (e.g., W-2 Wages for Matching Contributions for Campus A Employees and 415 Compensation in all other cases); and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Election 8(a) (e.g., Compensation for Safe Harbor Matching Contributions means W-2 Wages and for Additional Matching Contributions means 415 Compensation).]

(f)	☐	**Allocate based on specified 12-month period.** The allocation of all Contribution Types (or specified Contribution Types) will be made based on Compensation within a specified 12-month period ending within the Plan Year as follows: ________________________________.	☐	**OR**	☐	☐	☐	☐

9. PRE-ENTRY/POST-SEVERANCE COMPENSATION **(1.11(H)/(I))**. Compensation under Election 8:

[Note: For this Election 9, unless described otherwise in Elections 9(c), 9(d), 9(n) or 9(o), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions. Election 9(c) or 9(d) below may cause allocation Compensation to fail to be nondiscriminatory under Treas. Reg. §1.414(s).]

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

Pre-Entry Compensation *(Choose one or more of (a), (b) or (c). Choose Contribution Type as applicable.)*:	**(1) All Contributions**		**(2) Elective Deferrals**	**(3) Matching**	**(4) Nonelective**	**(5) Employee/ Mandatory**
(a) ☐ **Plan Year.** Compensation for the entire Plan Year which includes the Participant's Entry Date. *[Note: If the Employer under Election 8(f) elects to allocate some or all Contribution Types based on a specified 12-month period, Election 9(a) applies to that 12-month period in lieu of the Plan Year.]*	☐	OR	☐	☐	☐	☐
(b) ☐ **Participating Compensation.** Only Participating Compensation. See Section 1.11(H)(1).	☐	OR	☐	☐	☐	☐
(c) ☐ **Describe Pre-Entry Compensation** ____________________	☐	OR	☐	☐	☐	☐

[Note: Under a Participating Compensation election, in applying any Adoption Agreement elected contribution limit or formula, the Plan Administrator will count only the Participant's Participating Compensation. See Section 1.11(H)(1) as to plan disaggregation.]

(d) ☐ **Describe Pre-Entry Compensation by Contribution Type or by Participant group:** ____________________.

[Note: Under Election 9(c) or 9(d), the Employer may: (i) elect Compensation from the elections available under Pre-Entry Compensation or a combination thereof as to a Participant group (e.g., Participating Compensation for all Contribution Types as to Campus A Employees, Plan Year Compensation for all Contribution Types to Campus B Employees) and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Pre-Entry Compensation (e.g., Compensation for Nonelective Contributions is Participating Compensation and for Safe Harbor Nonelective Contributions is Plan Year Compensation).]

Post-Severance Compensation. The following adjustments apply to Post-Severance Compensation paid within any applicable time period as may be required *(Choose (e), (f) or (g).)*:

[Note: Under the basic plan document, if the Employer does not elect any adjustments, Post-Severance Compensation includes regular pay, leave cash-outs, and deferred compensation, and excludes disability continuation payments and does not count Deemed Includible Compensation.]

(e) ☒ **None.** The Plan includes post-severance regular pay, leave cash-outs, and deferred compensation, and excludes post-severance disability continuation payments, and Deemed Includible Compensation as to any Contribution Type except as required under the basic plan document *(skip to Election 10)*.

(f) ☐ **Same for all Contribution Types.** The following adjustments to Post-Severance Compensation apply to all Contribution Types *(Choose one or more of (i) through (o). Choose column (1) for each option elected at (i) through (n).)*:

(g) ☐ **Adjustments - different conditions apply.** The following adjustments to Post-Severance Compensation apply to the designated Contribution Types *(Choose one or more of (h) through (o). Choose Contribution Type as applicable.)*:

Post-Severance Compensation:	**(1) All Contributions**		**(2) Elective Deferrals**	**(3) Matching**	**(4) Nonelective**	**(5) Employee/ Mandatory**
(h) ☐ **None.** The Plan takes into account Post-Severance Compensation as to the designated Contribution Types as specified under the basic plan document.	**N/A** (See Election 9(e))		☐	☐	☐	☐
(i) ☐ **Exclude All.** Exclude all Post-Severance Compensation. *[Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]*	☐	OR	☐	☐	☐	☐
(j) ☐ **Regular Pay.** Exclude Post-Severance Compensation composed of regular pay. See Section 1.11(I)(1)(a). *[Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]*	☐	OR	☐	☐	☐	☐
(k) ☐ **Leave cash-out.** Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(I)(1)(b).	☐	OR	☐	☐	☐	☐

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

(l) ☐ **Deferred Compensation.** Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(I)(1)(c). ☐ OR ☐ ☐ ☐ ☐

(m) ☐ **Salary continuation for disabled Participants.** Include Post-Severance Compensation composed of salary continuation for disabled Participants. See Section 1.11(I)(2). *(Choose a. or b.)*: ☐ OR ☐ ☐ ☐ ☐

a. ☐ **For NHCEs only.** The salary continuation will continue for the following fixed or determinable period: _______________ *(specify period; e.g., "ten years" or "term of disability policy")*.

b. ☐ **For all Participants.** The salary continuation will continue for the following fixed or determinable period: _______________ *(specify period; e.g., "ten years" or "term of disability policy")*.

(n) ☐ **Describe Post-Severance Compensation by Contribution Type or by Participant group:** ____ ☐ OR ☐ ☐ ☐ ☐

(o) ☐ **Describe Post-Severance Compensation by Contribution Type or by Participant group:** ____.

[Note: Under Election 9(n) or 9(o), the Employer may: (i) elect Compensation from the elections available under Post-Severance Compensation or a combination thereof as to a Participant group (e.g., Include regular pay Post-Severance Compensation for all Contribution Types as to Campus A Employees, no Post-Severance Compensation for all Contribution Types to Campus B Employees) and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Pre-Entry Compensation (e.g., Compensation for Nonelective Contributions does not include any Post-Severance Compensation and for Safe Harbor Nonelective Contributions includes regular pay Post-Severance Compensation).]

10. EXCLUDED COMPENSATION **(1.11(G))**. Apply the following additional exclusions or other adjustments to Compensation Elections under 8 and 9 *(Choose (a), (b) or (c).)*:

(a) ☒ **No exclusions.** Compensation as to all Contribution Types means Compensation as elected in Elections 8 and 9 *(skip to Election 11)*.

(b) ☐ **Exclusions - same for all Contribution Types.** The following exclusions apply to all Contribution Types *(Choose one or more of (f) through (n). Choose column (1) for each option elected at (f) through (m).)*:

(c) ☐ **Exclusions - different conditions apply.** The following exclusions apply for the designated Contribution Types *(Choose one or more of (d) through (n) below. Choose Contribution Type as applicable.)*:

[Note: In a safe harbor 403(b) plan, allocations qualifying for the ACP test safe harbor must be based on a nondiscriminatory definition of Compensation. If the Plan applies permitted disparity, allocations also must be based on a nondiscriminatory definition of Compensation if the Plan is to avoid more complex testing. Elections 10(g) through (n) below may cause allocation Compensation to fail to be nondiscriminatory under Treas. Reg. §1.414(s). In a non-safe harbor 403(b) plan, Elections 10(g) through (n) which result in Compensation failing to be nondiscriminatory may result in more complex nondiscrimination testing. For this Election 10, unless described otherwise in Election 10(n), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.]

Compensation Exclusions	**(1) All Contributions**		**(2) Elective Deferrals**	**(3) Matching**	**(4) Nonelective**	**(5) Employee/ Mandatory**
(d) ☐ **No exclusions.** No exclusion as to the designated Contribution Type(s).	**N/A** (See Election 10(a))		☐	☐	☐	☐
(e) ☐ **Elective Deferrals.** See Section 1.24 (e.g., exclusions under Code §§401(k), 125, 132(f)(4), 403(b), 414(h)(2) pickup, & 457).	**N/A**		**N/A**	☐	☐	☐
(f) ☐ **Fringe benefits.** As described in Treas. Reg. §1.414(s)-1(c)(3) (e.g., reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits).	☐	**OR**	☐	☐	☐	☐

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

(g)	☐	**Compensation exceeding $__________.** Apply this election to *(Choose a. or b.)*:	☐	**OR**	☐	☐	☐	☐

a. ☐ **All Participants.**
[Note: If the Employer elects Safe Harbor Contributions under Election 6(f), the Employer may not elect 10(g)a. to limit the Safe Harbor Contribution allocation to the NHCEs.]

b. ☐ **HCE Participants only.**

(h)	☐	**Bonus.**	☐	**OR**	☐	☐	☐	☐
(i)	☐	**Commission.**	☐	**OR**	☐	☐	☐	☐
(j)	☐	**Overtime.**	☐	**OR**	☐	☐	☐	☐
(k)	☐	**Leave of Absence Pay.**	☐	**OR**	☐	☐	☐	☐

(l) ☐ **Related Employers.** See Section 1.29(B). *(If there are Related Employers, choose one or both of a. and b.)*:

a.	☐	**Non-Participating.** Compensation paid to Employees by a Related Employer that is not a Participating Employer.	☐	**OR**	☐	☐	☐	☐
b.	☐	**Participating.** As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees. See Election 26(f).	☐	**OR**	☐	☐	☐	☐
(m)	☐	**Describe Compensation adjustment(s):** ____________________________	☐	**OR**	☐	☐	☐	☐

(n) ☐ **Describe Compensation adjustment(s):** ____.

[Note: Under Election 10(m) or 10(n), the Employer may: (i) describe Compensation from the elections available under Elections 10(d) through (l), or a combination thereof as to a Participant group (e.g., No exclusions as to Campus A Employees and exclude bonus as to Campus B Employees); (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately following Election 10(c) (e.g., Elective Deferrals means §125 cafeteria deferrals only OR No exclusions as to Safe Harbor Contributions and exclude bonus as to Nonelective Contributions); and/or (iii) describe another exclusion (e.g., Exclude shift differential pay). Any adjustment must be definitely determinable.]

11. <u>HOURS OF SERVICE</u> **(1.40)**. The Plan credits Hours of Service for the following purposes (and to the Employees) as follows *(Hours of Service for Eligibility as defined below also applies to the application of the exclusion for Employees who normally work less than 20 hours per week (Election 7(f).) (Choose one or more of (a) through (e))*:

			(1) All Purposes		**(2) Eligibility**	**(3) Vesting**	**(4) Allocation Conditions**
(a)	☒	**Actual (hourly) Method.**	☒	**OR**	☐	☐	☐
(b)	☐	**Equivalency Method:** ___________ *(e.g., daily, weekly, etc.)*	☐	**OR**	☐	☐	☐
(c)	☐	**Elapsed Time Method.** See Section 1.40(D)(3).	☐	**OR**	☐	☐	☐
(d)	☐	**Actual (hourly) and Equivalency other.** Equivalency Method: ___________ *(e.g., daily, weekly, etc.)* for Employees for whom records or actual Hours of Service are not maintained or available (e.g., salaried Employees), and Actual Method for all other Employees.	☐	**OR**	☐	☐	☐

(e) ☐ **Describe:** ____.

[Note: Under Election 11(e), the Employer may describe Hours of Service from the elections available under Elections 11(a) through (d), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes, Actual Method applies to staff and Equivalency Method applies to faculty).]

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

12. <u>ELECTIVE SERVICE CREDITING</u> **(1.66).** The Plan must credit Related Employer Service under Section 1.29(B) and also must credit certain Predecessor Employer/Predecessor Employer Service under Section 1.66(A)/(B). If the Plan is a Multiple Employer Plan, the Plan also must credit Service as provided in Section 10.07. The Plan also elects under Section 1.66(C) to credit as Service the following Predecessor Employer Service *(Choose (a) OR (b).)*:

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

(b) [ ] **Predecessor Employer.** The Plan credits the specified service with the following designated Predecessor Employers as Service for the Employer for the purposes indicated *(Complete (1). Choose (2) and/or (3) if applicable)*:

[Note: Any elective Service crediting under this Election 12 must be nondiscriminatory if this is an ERISA Plan.]

(1) **Employer/Purposes.** Credit as Service, service with the following Predecessor Employer(s) for the designated purpose(s) *(Choose one or more)*:

		(1) All Purposes	(2) Eligibility	(3) Vesting	(4) Allocation Conditions
a.	[ ] **Employer:** ______________________	[ ]	[ ]	[ ]	[ ]
b.	[ ] **Employer:** ______________________	[ ]	[ ]	[ ]	[ ]
c.	[ ] **Employer:** ______________________	[ ]	[ ]	[ ]	[ ]
d.	[ ] **Type of Predecessor.** Credit service with any Predecessor Employer which is *(Choose one or more of i. - vi.)*:	[ ]	[ ]	[ ]	[ ]

i. [ ] **An Educational Organization.**

ii. [ ] **An Educational Organization providing post-secondary education.**

iii. [ ] **An Eligible Employer.**

iv. [ ] **A Church-Related Organization.**

v. [ ] **A nonprofit research institution.**

vi. [ ] **Other:** ______________________ *(specify organization type)*

(2) [ ] **Time period.** Subject to any exceptions noted under Election 12(b)(3), the Plan credits as Service under Election 12(b)(1), all service regardless of when rendered unless a. and/or b. is elected below *(Choose a. and/or b. if applicable)*:

a. [ ] **Service after.** All service, which is or was rendered after: ______________ *(specify date)*.

b. [ ] **Service before.** All service, which is or was rendered before: ______________ *(specify date)*.

(3) [ ] **Describe elective Predecessor Employer Service crediting:**

____

[Note: Under Election 12(b)(3), the Employer may describe service crediting from the elections available under Elections 12(b)(1) or (2), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes credit all service with X, but credit service with Y only on/after 1/1/05 OR Credit all service for all purposes with entities the Employer acquires after 12/31/04 OR Service crediting for X Campus applies only for purposes of Nonelective Contributions and not for Matching Contributions).]

ARTICLE 2
ELIGIBILITY REQUIREMENTS

13. <u>ELIGIBILITY/ELECTIVE DEFERRALS (Universal Availability)</u> **(2.01(A))**. Unless the Employer is a Church, an Employee (other than an Excluded Employee) generally becomes a Participant in the Elective Deferral portion of the Plan as soon as administratively feasible on or after the Employee's first day of employment with the Employer, as more fully described in Section 2.01(A). *[Note: Elections 14 - 17 do not apply to Elective Deferrals unless Election 14(l) is elected or the Employer is a Church.]*

14. <u>ELIGIBILITY NONELECTIVE/MATCHING/EMPLOYEE CONTRIBUTIONS</u> **(2.01(B))**. To become a Participant in all applicable contributions under the Plan, an Employee must satisfy the following eligibility condition(s). All applicable contributions under the Plan include the Matching, Nonelective and Employee Contributions. If the Employer is a Church, then all applicable contributions under the Plan also include the Elective Deferral portion of the Plan *(Choose (a)(1) or choose one or more of (a) through (i) as applicable. Choose (j), (k) and/or (l) if applicable.)*:

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

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

		(1) All Applicable Contributions		(2) Matching	(3) Nonelective	(4) Employee/ Mandatory
(a) ☐	**None.** Entry on Employment Commencement Date or if later, upon the next following Entry Date	☐	OR	☐	☐	☐
(b) ☐	**Age:** _______ *(See the Minimum Age Note)*	☐	OR	☐	☐	☐
(c) ☐	**One Year of Service.**	☐	OR	☐	☐	☐
(d) ☐	**Two Years of Service** (without an intervening Break in Service.)	☐	OR	☐	☐	☐
(e) ☐	_______ **Years of Service** (without an intervening Break in Service. *Do not use for an ERISA Plan*.)	☐	OR	☐	☐	☐
(f) ☐	_______ **months** (not exceeding 12 months for Safe Harbor Contributions and if an ERISA Plan, not exceeding 24 months for other contributions). Service need not be continuous (mere passage of time).	☐	OR	☐	☐	☐
(g) ☐	_______ **month period** (not to exceed 12) from the Eligible Employee's employment commencement date and during which at least _______ **Hours of Service** are completed in each month. If the Employee does not complete the designated Hours of Service each month during the specified monthly time period, the Employee is subject to the one Year of Service (or two Years of Service if more than 12 months is elected) requirement as defined in Election 16. The months during which the Employee completes the specified Hours of Service *(Choose one of (1) or (2).)*: (1) ☐ **Consecutive.** Must be consecutive. (2) ☐ **Not consecutive.** Need not be consecutive.	☐	OR	☐	☐	☐
(h) ☐	**Describe eligibility conditions:** _______________	☐	OR	☐	☐	☐

(i) ☒ **Describe eligibility conditions:** Exhibit A.

[Note: The Employer may use Election 14(h) or 14(i) to describe different eligibility conditions (e.g., for all contributions, no eligibility requirements for faculty Employees and One Year of Service as to administrative staff Employees). If the Plan is not an ERISA Plan, this option may be used to specify age or service conditions which would exceed those ERISA permits.]

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

[Minimum Age Note. If the Plan is an ERISA Plan, the minimum age cannot exceed 21, except in a plan which meets all of the following conditions: (1) The minimum age does not exceed 26; (2) The Employer is an educational organization which normally maintains a regular faculty and curriculum and has a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on; (3) the Plan does not require more than one Year of Service as a condition for entry; and (4) the Plan provides full vesting after no more than one Year of Service.]

(j) ☐ **Special eligibility Effective Date** *(Choose (1) and/or (2) if applicable.)*

(1) ☐ **Waiver of eligibility conditions for certain Employees.** The eligibility conditions and entry dates apply solely to an Eligible Employee employed or reemployed by the Employer after ____________ *(specify date)*. If the Eligible Employee was employed or reemployed by the Employer by the specified date, the Employee will become a Participant on the latest of: (i) the Effective Date; (ii) the restated Effective Date; (iii) the Employee's Employment Commencement Date or Re-Employment Commencement Date; or (iv) the date the Employee attains age _______ *(not exceeding age 21)*.

[Note: If the Employer does not wish to impose an age condition under clause (iv) as part of the requirements for the eligibility conditions waiver, leave the age blank.]

(2) ☐ **Describe special eligibility Effective Date(s):** _______________.

[Note: Under Election 14(j)(2), the Employer may describe special eligibility Effective Dates as to a Participant group and/or Contribution Type.]

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

(k) ☐ **Mandatory Contribution - eligibility conditions.** If different conditions apply to Mandatory and Employee (after-tax) Contributions, to become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s). *(Choose (1) or (2) if applicable*):

(1) ☐ **No conditions**

(2) ☐ **Conditions apply.** To become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s): *(Choose one or more*):

a. ☐ **Age** _______ *(See the Minimum Age Note that follows option 14(i) above)*

b. ☐ _______ **Year(s) of Service** *(may not exceed 2 Years of Service; if this is an ERISA Plan, then the Employer must provide immediate 100% vesting if more than 1 Year of Service)*

c. ☐ _______ **months** (*may not exceed 24 months; if this is an ERISA Plan, then the Employer must provide immediate 100% vesting if more than 12 months)*. Service need not be continuous (mere passage of time).

d. ☐ **Describe eligibility conditions:** ____.

[Note: Election 14(k)(2)d. may only be used to describe different eligibility conditions in a manner consistent with the parameters set forth in the Notes following Elections 14(i).]

(l) ☐ **Employer maintains another plan.** The Employer maintains another plan providing for elective deferrals that satisfies the universal availability requirements under Code §403(b)(12). Instead of satisfying the universal availability requirements in this plan, the eligibility conditions for the following contribution source will also apply for Elective Deferral purposes. *(Choose one)*

(1) ☐ **Matching**

(2) ☐ **Nonelective**

(3) ☐ **Employee/Mandatory**

15. <u>YEAR OF SERVICE - ELIGIBILITY</u> **(2.02(A))**. *(Complete (b). Choose (a) if other than 1,000 Hours of Service. Choose (c) if 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 2: *[Note: If the Plan is an ERISA Plan, 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 (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 faculty 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. <u>ENTRY DATE</u> **(2.02(D))**. The Entry Date means the Effective Date and *(Choose one or more of (a) through (f); select (g) if applicable)*:

[Note: For this Election 16, unless described otherwise in Election 16(f), Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions (except Operational QNECs); Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions unless otherwise elected at 16(g). If the Employer is a Church, then all applicable contributions under the Plan also include the Elective Deferral portion of the Plan.]

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

			(1) All Applicable Contributions		(2) Matching	(3) Nonelective	(4) Employee/ Mandatory
(a)	☐	**Semi-annual.** The first day of the first month and of the seventh month of the Plan Year.	☐	OR	☐	☐	☐
(b)	☐	**First day of Plan Year.**	☐	OR	☐	☐	☐
(c)	☐	**First day of each Plan Year quarter.**	☐	OR	☐	☐	☐
(d)	☐	**The first day of each month.**	☐	OR	☐	☐	☐
(e)	☒	**Immediate.** Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.	☐	OR	☐	☒	☐

(f) ☐ **Describe:** ____________________
(e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees. A Church Plan may use this option to specify an Entry Date for Elective Deferrals. If the Plan is not an ERISA Plan, this option may be used to specify an entry date later or otherwise different from those ERISA permits.)

Mandatory Contribution - entry date *(Choose if applicable):*

(g) ☐ **Mandatory Contribution - entry date.** If a different entry date applies to Mandatory and Employee (after-tax) Contributions, the Entry Date for Mandatory Contributions means *(Choose one)*:

- (1) ☐ **Semi-annual.** The first day of the first month and of the seventh month of the Plan Year.
- (2) ☐ **First day of Plan Year.**
- (3) ☐ **The first day of each month.**
- (4) ☐ **Immediate.** Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.
- (5) ☐ **Describe:** ____________________
  (e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees. If the Plan is not an ERISA Plan, this option may be used to specify an entry date later or otherwise different from those ERISA permits.)

17. PROSPECTIVE/RETROACTIVE ENTRY DATE **(2.02(D))**. An Eligible Employee after satisfying the eligibility conditions in Election 14 will become a Participant for all applicable contributions on the Entry Date *immediately following or coincident with* the date the Employee completes the eligibility conditions (if employed on that date) unless otherwise elected below *(Choose one if applicable)*:

(a) ☒ **Immediately following** the date the Employee completes the eligibility conditions.
(b) ☐ **Immediately preceding or coincident with** the date the Employee completes the eligibility conditions.
(c) ☐ **Immediately preceding** the date the Employee completes the eligibility conditions.
(d) ☐ **Nearest** the date the Employee completes the eligibility conditions.
(e) ☐ **Describe:** ____________________
(e.g., nearest as to faculty Employees and immediately following as to administrative staff Employees. A Church Plan may use this option to specify the relevant date for Elective Deferrals.)

[Note: Unless otherwise excluded under Election 7, 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.]

ARTICLE 3
PLAN CONTRIBUTIONS

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 3 elections below.

18. MANDATORY EMPLOYEE CONTRIBUTIONS **(3.04(A)(3)).** The Mandatory Employee Contributions under Election 6(a) are subject to the following additional elections. The Plan will hold and administer Mandatory Employee Contributions as pretax Nonelective Contributions.

Amount of Mandatory Employee Contribution. The Employer shall withhold the following Mandatory Employee Contributions from Participant Compensation and contribute them. *(Choose (a), (b) or (c).)*:

(a) ☐ **Uniform %. ______**% of each Participant's Compensation, per Plan Year.
(b) ☐ **Fixed dollar amount.** $**___________**, per Plan Year.

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

(c) ☐ **Describe:** ______________________________ *(e.g., The greater of $500 or 3% of each Participant's Compensation, per Plan Year. The time period is the Plan Year unless otherwise elected at (f) below.)*

[Note: The Employer under Election 18(c) may specify any definitely determinable Mandatory Employee Contribution formula not described under Elections 18(a) or (b) and/or the Employer may describe different Mandatory Employee Contributions as applicable to different Participant groups.]

Type of Mandatory Employee Contribution. The Mandatory Employee Contribution is being made in accordance with the following (*Choose one*):

(d) ☐ **Condition of employment.** The Mandatory Employee Contribution is a condition of employment.

(e) ☐ **Irrevocable Election.** An Eligible Employee may make, on or before first being eligible to participate under any plan of the Employer, an irrevocable election to contribute to the Plan the Mandatory Employee Contribution. (*Choose one)*:

(1) ☐ **Participation Condition.** No Eligible Employee will become a Participant in the Plan unless the Employee makes such an irrevocable election. This condition will not apply to Elective Deferrals to the extent it would violate the universal availability rule of Treas. Reg. §1.403(b)-5.

(2) ☐ **Employer Contribution Condition.** No Eligible Employee will be eligible to receive an allocation of Employer Contributions in the Plan unless the Employee makes such an irrevocable election.

Additional provisions *(Choose one or both of (f) and (g) if applicable)*

(f) ☐ **Time period.** Instead of the Plan Year, the time period will be per ____________________ *(e.g., month, Hour of Service, per Participant per month)*.

(g) ☐ **Describe additional conditions related to Mandatory Employee Contributions**
____.

19. AUTOMATIC DEFERRAL **(ACA/EACA/QACA) (3.02(B))**. The Automatic Deferral provisions of Section 3.02(B) *(Choose (a) or (b). Also see Election 20 regarding Automatic Escalation of Salary Reduction Agreements.)*:

[Note: If the Plan intends to use the ERISA Safe Harbor Exemption, the Employer should choose (a); otherwise it risks losing the exemption. If this is not an ERISA Plan, the Employer should confirm that Automatic Deferral provisions are permissible under applicable law.]

(a) ☒ **Do not apply.** The Plan is not an ACA, EACA, or QACA *(skip to Election 20)*.

(b) ☐ **Apply.** The Automatic Deferral Effective Date is the effective date of automatic deferrals or, as appropriate, any subsequent amendment thereto. *(Complete (1), (2) and (3). Complete (4) and (5) if an EACA or an EACA/QACA. Choose (6) if applicable.)*:

(1) **Type of Automatic Deferral Arrangement.** The Plan is an *(Choose a., b. or c.)*:

a. ☐ **ACA.** The Plan is an Automatic Contribution Arrangement (ACA) under Section 3.02(B)(1).

b. ☐ **EACA.** The Plan is an Eligible Automatic Contribution Arrangement (EACA) under Section 3.02(B)(2).

c. ☐ **EACA/QACA.** The Plan is a combination EACA and Qualified Automatic Contribution Arrangement (QACA) under Sections 3.02(B)(3) and 3.05(J).

[*Note: If the Employer chooses Election 19(b)(1)c., the Employer also must choose Election 6(f) and complete Election 24 as to the Safe Harbor Contributions under the QACA*.]

(2) **Participants affected.** The Automatic Deferral applies to *(Choose a., b., c. or d. Choose e. if applicable.)*:

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 Percentage.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date provided that the Elective Deferral amount under the Agreement is at least equal to the Automatic Deferral Percentage.

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 (not applicable to QACA).** Each Employee whose Entry Date is on or following the Automatic Deferral Effective Date.

e. ☐ **Describe affected Participants (not applicable to QACA):** ______________________________.

[Note: The Employer in Election 19(b)(2)e. may further describe affected Participants, e.g., non-Collective Bargaining Employees OR Campus A Employees. All Employees eligible to defer must be Covered Employees to apply the 6-month correction period without excise tax under Code §4979.]

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

(3) **Automatic Deferral Percentage/Scheduled increases.** *(Choose a., b., c. or d.)*:

a. ☐ **Fixed percentage.** The Employer, as to each Participant affected, will withhold as the Automatic Deferral Percentage, ______% from the Participant's Compensation each payroll period unless the Participant makes a Contrary Election. The Automatic Deferral Percentage will or will not increase in Plan Years following the Plan Year containing the Automatic Deferral Effective Date (or, if later, the Plan Year or partial Plan Year in which the Automatic Deferral first applies to a Participant) as follows *(Choose e., f. or g.)*:

[*Note: In order to satisfy the QACA requirements, enter an amount between 6% and 10% if no scheduled increase.*]

b. ☐ **QACA statutory increasing schedule.** The Automatic Deferral Percentage will be:

Plan Year of application to a Participant	Automatic Deferral Percentage
1	3%
2	3%
3	4%
4	5%
5 and thereafter	6%

c. ☐ **Other increasing schedule.** The Automatic Deferral Percentage will be:

Plan Year of application to a Participant	Automatic Deferral Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

d. ☐ **Describe Automatic Deferral percentage:** ____.

If (3)a. or (3)d. selected, choose one of the following:

e. ☐ **No scheduled increase.** The Automatic Deferral Percentage applies in all Plan Years.

f. ☐ **Automatic increase.** The Automatic Deferral Percentage will increase by ______% per year up to a maximum of ______% of Compensation.

g. ☐ **Describe increase:** ____.

Change Date. If Election 19(b)(3)b., c., f. or g. is selected, Elective Deferrals will increase on the following day each Plan Year:

h. ☐ **First day of the Plan Year.**

i. ☐ **Other:** ______________________ *(must be a specified or definitely determinable date that occurs at least annually)*

[Note: If Election 19(b)(3)(b) is selected and the Change Date is other than the first day of the Plan Year, then the increases in the schedule are accelerated by 1 year in order to satisfy the QACA requirements.]

First Year of Increase. The automatic increase under Election 19(b)(3)c., f. or g. will apply to a Participant beginning with the first Change Date after the Participant first has automatic deferrals withheld, unless otherwise elected below (*leave blank if not applicable*):

j. ☐ **The increase will apply as of the second Change Date thereafter.**

k. ☐ **Describe first year increase:** ____ (*e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months*).

[Note: To satisfy the QACA requirements, the Automatic Deferral Percentage must be: (i) a fixed percentage which is at least 6% and not more than 10% of Compensation; (ii) an increasing Automatic Deferral Percentage in accordance with the schedule under Election 19(b)(3)b.; or (iii) an alternative schedule which must require, for each Plan Year, an Automatic Deferral Percentage that is at least equal to the Automatic Deferral Percentage under the schedule in Election 19(b)(3)b. and which does not exceed 10%. See Section 3.02(B)(3).]

(4) **EACA permissible withdrawal.** The permissible withdrawal provisions of Section 3.02(B)(2)(d) *(Choose a., b. or c.)*:

a. ☐ **Do not apply.**

b. ☐ **90 day withdrawal.** Apply within 90 days of the first Automatic Deferral.

c. ☐ **30-90 day withdrawal.** Apply, within _______ days of the first Automatic Deferral *(may not be less than 30 nor more than 90 days)*.

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

(5) **Contrary Election/Covered Employee.** Any Participant who makes a Contrary Election *(Choose a. or b.; leave blank if an ACA or a QACA)*:

a. ☐ **Covered Employee.** Is a covered employee and continues to be covered by the EACA provisions. *[Note: Under this Election, the Participant's Contrary Election will remain in effect, but the Participant must receive the EACA annual notice.]*

b. ☐ **Not a Covered Employee.** Is not a Covered Employee and will not continue to be covered by the EACA provisions. *[Note: Under this Election, the Participant no longer must receive the EACA annual notice, but the Plan cannot use the six-month period for relief from the excise tax of Code §4979(f)(1).]*

(6) ☐ **Describe Automatic Deferral:** ________________________________.

[Note: Under Election 19(b)(6), the Employer may describe Automatic Deferral provisions from the elections available under Election 19 and/or a combination thereof as to a Participant group (e.g., Automatic Deferrals do not apply to Campus A Employees. All Campus B Employee/Participants are subject to an Automatic Deferral Amount equal to 3% of Compensation effective as of January 1, 2017).]

20. <u>AUTOMATIC ESCALATION</u> **(3.02(G))**. The Automatic Escalation provisions of Section 3.02(G) *(Choose (a) or (b). See Election 19 regarding Automatic Deferrals. Automatic Escalation applies to Participants who have a Salary Reduction Agreement in effect.)*:

(a) ☒ **Do not apply.**

(b) ☐ **Apply.** *(Complete (1), (2), (3), and if appropriate (4).)*:

(1) **Participants affected.** The Automatic Escalation applies to *(Choose a., b. or c.)*:

a. ☐ **All Deferring Participants.** All Participants who have a Salary Reduction Agreement in effect to defer at least ______% of Compensation.

b. ☐ **New Deferral Elections.** All Participants who file a Salary Reduction Agreement after the effective date of this Election, or, as appropriate, any amendment thereto, to defer at least ______% of Compensation.

c. ☐ **Describe affected Participants:** ________________________________.

[Note: The Employer in Election 20(b)(1)c. may further describe affected Participants, e.g., non-Collective Bargaining Employees OR Campus A Employees. The group of Participants must be definitely determinable and if an EACA under Election 19, must be uniform.]

(2) **Automatic Increases.** *(Choose a. or b.)*:

a. ☐ **Automatic increase.** The Participant's Elective Deferrals will increase by ______% per year up to a maximum of ______% of Compensation unless the Participant has filed a Contrary Election after the effective date of this Election or, as appropriate, any amendment thereto.

b. ☐ **Describe increase:** ________________________________.

[Note: The Employer in Election 20(b)(2)b. may define different increases for different groups of Participants or may otherwise limit Automatic Escalation. Any such provisions must be definitely determinable.]

(3) **Change Date.** The Elective Deferrals will increase on the following day each Plan Year:

a. ☐ **First day of the Plan Year.**

b. ☐ **Other:** ______________________ *(must be a specified or definitely determinable date that occurs at least annually)*

(4) **First Year of Increase.** The Automatic Escalation provision will apply to a Participant beginning with the first Change Date after the Participant files a Salary Reduction Agreement (or, if sooner, the effective date of this Election, or, as appropriate, any amendment thereto), unless otherwise elected below:

a. ☐ **The escalation provision will apply as of the second Change Date thereafter.**

b. ☐ **Describe first year increase:** ________________________________ (*e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months*).

21. <u>CATCH-UP DEFERRALS</u> **(3.02(D)/(E))**. A Participant otherwise eligible to do so *(Choose (a) or (b))*:

(a) ☐ **Permitted.** May make the following Catch-Up Deferrals to the Plan. *(Choose one or both of (1) and (2))*:

(1) ☐ **Age 50 Catch-Up.**

(2) ☐ **Qualified Organization (defined in Section 3.02(D)(2)) Catch-Up** *(Choose a. if applicable).*

a. ☐ **Denominational Service (1.17).** For purposes of Qualified Organization Catch-Ups, the Plan limits Denominational Service as Service for the Employer as follows: ________________________________.

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

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

22. MATCHING CONTRIBUTIONS (EXCLUDING SAFE HARBOR MATCH AND ADDITIONAL MATCH UNDER SECTION 3.05) **(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 (h); then, for the elected match, complete (1), (2) and/or (3) as applicable. If the Employer completes (2) or (3), also complete (4), (5) or (6))*:

[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)** Limit on Match Amount [$/% of Compensation]	**(4)** Apply limit(s) per Plan Year ["true-up"]	**(5)** Apply limit(s) per payroll period [no "true-up"]	**(6)** Apply limit(s) per designated time period [no "true-up"]
(a) ☐ **Discretionary** - see Section 1.47(B) *(The Employer may, but is not required to complete (a)(1)-(6). See the "Note" following Election 22.)*	______	______	______	[ ]	[ ]	[ ] ______
(b) ☐ **Fixed** - uniform rate/amount	______	______	______	[ ]	[ ]	[ ] ______
(c) ☐ **Fixed** - tiered		______	______	[ ]	[ ]	[ ] ______

	Elective Deferral %	**Matching Rate**
(e.g., up to 3)	______	______%
(e.g., more than 3 up to 5)	______	______%
	______	______%
	______	______%

	(2)	**(3)**	**(4)**	**(5)**	**(6)**
(d) ☐ **Fixed** - Years of Service	______	______	[ ]	[ ]	[ ] ______

	Years of Service	**Matching Rate**
(e.g., up to 2)	______	______%
(e.g., more than 2 up to 5)	______	______%
	______	______%
	______	______%

"Years of Service" under this Election 22(d) means *(Choose a. or b.)*:

a. **[ ]** **Eligibility.** Years of Service for eligibility in Election 15.

b. **[ ]** **Vesting.** Years of Service for vesting in Elections 37 and 38.

	(2)	**(3)**	**(4)**	**(5)**	**(6)**
(e) ☐ **Fixed** - Based on age at end of period	______	______	[ ]	[ ]	[ ] ______

Age	**Matching Rate**
______	______%
______	______%
______	______%
______	______%

	(2)	**(3)**	**(4)**	**(5)**	**(6)**
(f) ☐ **Fixed** - Job location or classification (must be objectively determinable)	______	______	[ ]	[ ]	[ ] ______

Location or Class	**Matching Rate**
______	______%
______	______%
______	______%
______	______%

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

(g) ☐ **Fixed Percent of Compensation.** ______% of Compensation provided the Participant's Elective Deferrals equal or exceed ______% of the Participant's Compensation.

(h) ☐ **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.)

[Note: A Participant's Elective Deferral percentage is equal to the Participant's Elective Deferrals (or such other amounts specified in this Adoption Agreement) being matched divided by the Participant's Compensation. The matching rate/amount is the specified rate/amount of match for the corresponding Elective Deferral amount/percentage. The Employer under Election 22(a) in its discretion may determine the amount of a Discretionary Matching Contribution and the matching contribution formula or formulas. Alternatively, the Employer in Election 22(a) may specify the Discretionary Matching Contribution formula.]

Additional Provisions *(Choose if applicable)*

Contributions that are matched. Matching Contributions are made only with respect to Elective Deferrals (includes Pre-Tax and Roth Elective Deferrals) unless otherwise elected below. *(Choose if applicable)*:

(i) ☐ Matching contributions will only be made with respect to the following *(Choose one or more)*:

(1) [ ] Pre-Tax Elective Deferrals.

(2) [ ] Roth Elective Deferrals.

(3) [ ] Employee (after-tax) Contributions.

(4) [ ] Elective Deferrals made to the following plan: ______________________ *(enter name of plan)*.

(5) [ ] Describe: ____

Participating Employers. The Matching Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Matching Contributions for the Plan Year unless otherwise elected below or specified in a participation agreement. *(Choose if applicable):*

(j) [ ] The Plan Administrator will allocate the Matching Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

23. MATCHING CATCH-UP DEFERRALS **(3.03(B))**. If a Participant makes an Age 50 Catch-Up or a Qualified Organization Catch-Up (15-year catch-up), the Employer *(Choose (a), (b) or (c) as appropriate, selecting the relevant Catch-Up Deferrals)*:

		Age 50 Catch-Ups	**Qualified Organization Catch-Ups**
(a) ☐	**Match.** Will match the Catch-Up Deferrals.	[ ]	[ ]
(b) ☐	**No Match.** Will not match the Catch-Up Deferrals.	[ ]	[ ]

(c) ☐ **Describe.** ____
(e.g., Will apply the discretionary matching contribution to Catch-Up Deferrals but will not apply the fixed matching contribution to catch-up deferrals)

[Note: Regardless of the Employer's elections in Election 23, a safe harbor 403(b) Plan under Section 3.05 will apply all Matching Contributions to Catch-Up Deferrals.]

24. SAFE HARBOR CONTRIBUTIONS/ADDITIONAL MATCHING CONTRIBUTIONS **(3.05)**. The Employer under Election 6(f) will (or in the case of the Safe Harbor Nonelective Contribution may) contribute the following Safe Harbor Contributions described in Section 3.05(E) and will or may contribute Additional Matching Contributions described in Section 3.05(F). *(Choose one of (a) through (e); skip this Election 24 if Election 6(f) is not selected. Complete (f) and (i). Choose (g), (h) and/or (j) if applicable.):*

[Note: The Employer may elect in Appendix B to its Adoption Agreement to offset any non-Safe Harbor Nonelective Contributions provided for in the Plan by the Safe Harbor Nonelective Contribution elected in (a) or (b) below.]

(a) ☐ **Safe Harbor Nonelective Contribution (including QACA).** 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 3.05(E)(11).]*

(b) ☐ **Safe Harbor Nonelective Contribution (including QACA)/delayed year-by-year election (maybe and supplemental notices).** In connection with the Employer's provision of the maybe notice under Section 3.05(I)(1), the Employer elects into safe harbor status by giving the supplemental notice and by making this Election 24(b) 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(b) 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.

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

[Note: An Employer distributing the maybe notice can use Election 24(b) without completing the year. Doing so requires the Plan to perform Current Year Testing unless the Employer decides to elect safe harbor status. If the Employer wishes to elect safe harbor status for a single year, the Employer must amend the Plan to enter the Plan Year end above.]

(c) ☐ **Basic 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. See Sections 1.47(D) and 3.05(E)(4). *(Complete (1).)*:

(1) **Time period.** For purposes of this Election 24(c), "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 Basic Match, such as "each payroll period," "each calendar month," "each Plan Year quarter" or "the Plan Year."]*

(d) ☐ **QACA Basic 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. *(Complete (1).)*: *[Note: This election is available only if the Employer has elected the QACA automatic deferrals provisions under Election 19.]*

(1) **Time period.** For purposes of this Election 24(d), "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 QACA Basic Match, such as "each payroll period," "each calendar month," "each Plan Year quarter" or "the Plan Year."]*

(e) ☐ **Enhanced Matching Contribution (including QACA).** See Sections 1.47(E) and 3.05(E)(6). *(Choose (1) or (2) and complete (3) for any election.)*:

(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 Deferral percentage. A Participant's Elective Deferral percentage is equal to the Participant's Elective Deferrals divided by the Participant's Compensation.

	Elective Deferral Percentage	Matching Rate
(e.g., up to 5)	_______	_____%
(e.g., more than 2 up to 5)	_______	_____%
	_______	_____%

(3) **Time period.** For purposes of this Election 24(e), "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 Enhanced Match, such as "each payroll period," "each calendar month," "each Plan Year quarter" or "the Plan Year."]*

[Note: The matching rate may not increase as the Elective Deferral percentage increases and the Enhanced Matching formula otherwise must satisfy the requirements of Code §§401(k)(12)(B)(ii) and (iii) (taking into account Code §401(k)(13)(D)(ii) in the case of a QACA). The Employer also must limit Elective Deferrals taken into account for the Enhanced Matching Contribution to a maximum of 6% of Plan Year Compensation.]

(f) **Participants who will receive Safe Harbor Contributions.** The allocation of Safe Harbor Contributions *(Choose (1) or (2). Choose (3) if applicable.)*:

(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). The Employer may, however, make a discretionary Safe Harbor Contribution to one or more HCEs in a percentage or rate allocated that does not exceed the percentage or rate allocated to the NHCEs as a Safe Harbor Contribution.

(3) **[ ]** **Applies to all Participants except Collective Bargaining Employees.** Notwithstanding Elections 24(f)(1) or (2), the Safe Harbor Contributions are not allocated to Collective Bargaining (union) Employees and may be further limited under Election 24(g).

(g) ☐ **Early Elective Deferrals/delay of Safe Harbor Contribution.** The Employer under this Election 24(g) applies the rules of Section 3.05(D) to limit the allocation of any Safe Harbor Contribution under Election 24 for a Plan Year to those Participants who the Plan Administrator in applying the Otherwise Excludible Employee rule described in Section 4.06(C), treats as benefiting in the disaggregated plan covering the Includible Employees *(Choose (1) if applicable)*.

(1) **[ ]** **Describe.** Instead of using the maximum age and service permitted under the Otherwise Excludible Employee rule, the Safe Harbor Contribution will be made to those Participants who have satisfied the following eligibility conditions __________________________ (*The specified age and/or service conditions cannot exceed the maximum age and service conditions permitted under the Otherwise Excludible Employee rule described in Section 4.06(C).*

(h) ☐ **Another plan.** The Employer will make the Safe Harbor Contribution to the following plan: ____.

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

(i) **Additional Matching Contributions.** See Sections 1.47(F) and 3.05(F). *(Choose (1) or (2).)*:

(1) **[ ]** **No Additional Matching Contributions.** The Employer will not make any Additional Matching Contributions to its safe harbor Plan.

(2) **[ ]** **Additional Matching Contributions.** The Employer will or may make the following Additional Matching Contributions to its safe harbor Plan. *(Choose one or more of a., b., and c.)*:

a. **[ ]** **Fixed Additional Matching Contribution.** The following Fixed Additional Matching Contribution *(Choose (i) or (ii). Complete (iii).)*:

(i) **[ ]** **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.

(ii) **[ ]** **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 the Participant's Compensation.

	Elective Deferral Percentage	Matching Rate
(e.g., up to 2)	_______	_____%
(e.g., more than 2 up to 5)	_______	_____%
	_______	_____%

(iii) **Time period.** For purposes of this Election 24(i)(2)a., "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 Additional Match, e.g., each payroll period, each calendar month, each Plan Year quarter OR the Plan Year. If the Employer elects a match under both (i) and (ii) and will apply a different time period to each match, the Employer may indicate as such in the blank line.]

b. **[ ]** **Discretionary Additional Matching Contribution.** The Employer may make a Discretionary Additional Matching Contribution. If the Employer makes a Discretionary Matching Contribution, the Discretionary Matching Contribution will not apply as to Elective Deferrals exceeding ______% (may not exceed 6%) of the Participant's Compensation and the total discretionary Matching Contribution will not exceed 4% of Compensation.

(i) **Time period.** For purposes of this Election 24(i)(2)b., "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 Additional Discretionary Matching Contribution, e.g., each payroll period, each calendar month, each Plan Year quarter OR the Plan Year. If the Employer fails to specify a time period, the Employer is deemed to have elected to compute its Additional Matching Contribution based on the Plan Year.]

c. **[ ]** **Describe Additional Matching Contribution formula and time period:** ________________________________.

[Note: For any and all Matching Contributions, including Fixed Additional Matching Contributions and Discretionary Additional Matching Contributions: (i) the matching rate may not increase as the Elective Deferral percentage increases; (ii) no HCE may be entitled to a greater rate of match than any NHCE; (iii) the Employer must limit Elective Deferrals taken into account for the Additional Matching Contributions to a maximum of 6% of Plan Year Compensation; (iv) the Plan must apply all Matching Contributions to Catch-Up Deferrals; and (v) in the case of a Discretionary Additional Matching Contribution, the contribution amount may not exceed 4% of the Participant's Plan Year Compensation.]

(j) ☐ **Multiple Safe Harbor Contributions in disaggregated Plan.** The Employer elects to make different Safe Harbor Contributions and/or Additional Matching Contributions to disaggregated parts of its Plan under Treas. Reg. §1.401(k)-1(b)(4) as follows:

____

(Specify contributions for disaggregated plans, e.g., as to collectively bargained employees, a 3% Nonelective Safe Harbor Contribution applies and as to non-collectively bargained employees, the Basic Matching Contribution applies).

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

25. NONELECTIVE CONTRIBUTIONS (TYPE/AMOUNT): **(3.04(A))**. The Employer Nonelective Contributions under Election 6(d) are subject to the following additional elections as to type and amount. All Nonelective Contributions, other than those described in (e), are limited to Participants who have Compensation (and may be further limited as described elsewhere in the Plan or this Adoption Agreement. *(Choose one or more of (a) through (d) as applicable.)*:

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

(b) [ ] **Fixed.** *(Choose one or more of (1) through (8). Reference to Participants are limited to Participants eligible to receive an allocation of Nonelective Contributions.)*:

(1) **[ ] Uniform %.** ______% of each Participant's Compensation, per __________ *(e.g., Plan Year, month)*.

(2) **[ ] Fixed dollar amount.** $__________, per __________ *(e.g., Plan Year, month, Hour of Service, per Participant per month)*.

(3) **[ ] Age-Graded.** The following percentage of each Participant's Compensation based on the Participant's age on the last day of the Plan Year.

Age	Contribution Percentage
_______	_____%
_______	_____%
_______	_____%
_______	_____%

(4) **[ ] Service-Graded.** The following percentage of each Participant's Compensation based on the Participant's Years of Service.

	Years of Service	Contribution Percentage
(e.g., up to 2)	_______	_____%
(e.g., more than 2 up to 5)	_______	_____%
	_______	_____%
	_______	_____%

"Years of Service" under this Election 25(b)(4) means *(Choose i. or ii.)*:

i. **[ ] Eligibility.** Years of Service for eligibility in Election 15.

ii. **[ ] Vesting.** Years of Service for vesting in Elections 37 and 38.

(5) **[ ] Job Classification or Business Location.** The following percentage of each Participant's Compensation based on the Participant's job classification (must be objectively determinable) or business location.

Job Classification or Business Location	Contribution Percentage
_______	_____%
_______	_____%
_______	_____%
_______	_____%

(6) **[ ] Contract Incorporation.** If the Plan is a Governmental Plan or the Employer is a Church, contributions will be made pursuant to the terms of a collective bargaining agreement or other written document relating to the Employees of the Employer. The relevant portions of the agreement or document will be attached hereto as an appendix to the Adoption Agreement and are incorporated herein by this reference.

(7) **[ ] Unused accumulated leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated leave (as selected below). Only unpaid accumulated leave for which the Employee has no right to receive in cash may be included.

Conversion. The following types of unused accumulated leave may be converted under the Plan (*choose one or all that apply*):

a. **[ ]** Sick leave

b. **[ ]** Vacation leave

c. **[ ]** Personal leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for unused accumulated leave (*choose d. and/or e.; leave blank if no limitations; provided, however, that this Plan may not be used to only provide benefits for terminated Employees*):

d. **[ ] Former Employees**. All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (*choose all that apply; leave blank if no exclusions*):

i. **[ ]** The Former Employee must be at least age ______ (e.g., 55)

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

ii. **[ ]** The value of the unused accumulated leave must be at least $__________ (e.g., $2,000)

iii. **[ ]** A contribution will only be made if the total hours is over ______ (e.g., 10) hours

iv. **[ ]** A contribution will not be made for hours in excess of ______ (e.g., 40) hours

e. [ ] **Active Employees.** Employees who have not terminated service during the Plan Year and who meet the following requirements (*select all that apply; leave blank if no exclusions*):

i. **[ ]** The Employee must be at least age ______ (e.g., 55)

ii. **[ ]** The value of the unused accumulated leave must be at least $__________ (e.g., $2,000)

iii. **[ ]** A contribution will only be made if the total hours are over ______ (e.g., 10) hours

iv. **[ ]** A contribution will not be made for hours in excess of ______ (e.g., 40) hours

(8) [ ] **Describe:** ____
(e.g., The greater of $500 or 3% of each Participant's Compensation, per Plan Year. Specify time period, e.g., per Plan Year quarter. If not specified, the time period is the Plan Year.)

[Note: The Employer under Election 25(b)(8) may specify any Fixed Nonelective Contribution formula not described under Elections 25(b)(1) through (7) (e.g., For each Plan Year, 2% of total compensation), and/or the Employer may describe different Fixed Nonelective Contributions as applicable to different Participant groups (e.g., A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus A Participants and a Fixed Nonelective Contribution equal to $500 per Participant each Plan Year applies to Campus B Participants).]

(c) **[ ] Contribution for Deemed Disability Compensation (1.11(K)).** Include Deemed Disability Compensation. The Employer will make Nonelective Contributions for the disabled Participants defined below, based on their Deemed Disability Compensation for the following period _______________. *(Specify a fixed or determinable period. Choose (1) or (2))*:

(1) **[ ] NHCEs only.** Apply only to disabled NHCEs.

(2) **[ ] All Participants.** Apply to all disabled Participants.

The contribution for such Participants shall be:

(3) **[ ] Amount set forth in (a), (b) and (d).** The disabled Participants shall share in the contributions set forth in (a), (b) and (d).

(4) **[ ] Describe:** ___________________________ (must be definitely determinable (e.g., amount set forth in long-term disability policy).

(d) [X] **Describe:** Exhibit A.

[Note: Under Election 25(d), the Employer may describe the amount and type of Nonelective Contributions from the elections available under Election 25 and/or a combination thereof as to a Participant group (e.g., A Discretionary Nonelective Contribution applies to Campus A Employees. A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus B Employees).]

Additional Provisions *(Choose if applicable)*

(e) **[ ] Former Employees.** The Employer will make Nonelective Contributions on behalf of former Employees in accordance with the following elections *(Choose (1), (2) or (3))*:

[Note: If this is an ERISA Plan, then Contributions made pursuant to this Election 25(e) must be nondiscriminatory.]

(1) **[ ] Discretionary.** The Employer may contribute an amount the Employer in its sole discretion may determine with regard to one or more former Employees, to be allocated and administered as described more fully in Section 3.04(D).

(2) **[ ] Percent of Deemed Includible Compensation.** The Employer will contribute ______% of each Participant's Includible Compensation each Plan Year commencing with the Plan Year in which the Participant has Separated from Service and then for the next ______ calendar years (not to exceed 5 calendar years) following the Plan Year in which the Participant Separated from Service.

(3) **[ ] Describe:** ____.

[Note: The Employer under Election 25(e)(3) may specify any definitely determinable contribution or allocation formula. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee Separated from Service.]

Eligible Former Employees. Such contributions will be made with respect to the following Participants *(Choose (4) or (5))*:

(4) **[ ] All Former Employees.**

(5) **[ ] The following Former Employees** *(Choose one or more of a. through e.)***:**

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

a. [ ] **Union Employees.** Collectively bargained employees who participate in the following unions: ______________

b. [ ] **Non-Union Employees.** Employees whose employment is not governed by a collective bargaining agreement between the Employer and employee representatives

c. [ ] **School superintendent.**

d. [ ] **School principals.**

e. [ ] **Describe inclusion:** ____ (e.g., include administration Employees). *[Note: Must be definitely determinable.]*

26. <u>NONELECTIVE CONTRIBUTION ALLOCATION</u> **(3.04(B))**. The Plan Administrator, subject to Section 3.06, will allocate to each Participant any Nonelective Contribution (excluding QNECs) under the following contribution allocation formula *(Choose one or more of (a) through (g) as applicable.)*:

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

(b) ☐ **Permitted disparity (Integrated).** In accordance with the permitted disparity allocation provisions of Section 3.04(B)(2), under which the "Excess Compensation" means Compensation in excess of the integration level provided below *(Choose (1) or (2))*:

(1) [ ] **Percentage amount.** ______% *(not exceeding 100%)* 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)*.

(2) [ ] **Dollar amount.** The following amount: $__________ *(not exceeding the Taxable Wage Base in effect on the first day of the Plan Year)*.

(c) ☐ **Incorporation of contribution formula.** The Plan Administrator will allocate any Fixed Nonelective Contribution under Election 25(b) or Mandatory Employee Contributions under Election 18 in accordance with the contribution formula the Employer adopts under that Election.

(d) ☐ **Classifications of Participants.** In accordance with the classifications allocation provisions of Section 3.04(B)(3). *(Complete (1) and (2).)*:

(1) **Description of the classifications.** The classifications are *(Choose a., b. or c.)*:

[Note: Typically, the Employer would elect 26(d) where it intends to satisfy nondiscrimination requirements using "cross-testing" under Treas. Reg. §1.401(a)(4)-8. However, choosing this election does not necessarily require application of cross-testing and the Plan may be able to satisfy nondiscrimination as to its classification-based allocations by testing allocation rates. This allocation method does not result in a design based safe harbor allocation.]

a. [ ] **Each in own classification.** Each Participant constitutes a separate classification.

b. [ ] **NHCEs/HCEs.** Nonhighly Compensated Employee/Participants and Highly Compensated Employee/Participants.

c. [ ] **Describe the classifications:** ____.

[Note: Any classifications under Election 26(d) must be clearly defined in a manner that will not violate the definite predetermined allocation requirement of Treas. Reg. §1.401-1(b)(1)(ii) and can only be changed through a Plan amendment. The classifications cannot limit the NHCEs benefiting under the Plan only to those NHCE/Participants with the lowest Compensation and/or the shortest periods of Service and who may represent the minimum number of benefiting NHCEs necessary to pass coverage under Code §410(b). The Employer must advise the Plan Administrator or Vendor in writing as to the allocation rate applicable to each Participant under Election 26(d)(1)a. or applicable to each classification under Elections 26(d)(1)b. or c. for the allocation Plan Year.]

(2) **Allocation method within each classification.** Allocate the Nonelective Contribution within each classification as follows *(Choose a., b. or c.)*:

a. [ ] **Pro rata.** As a uniform percentage of Compensation of each Participant within the classification.

b. [ ] **Flat dollar.** The same dollar amount to each Participant within the classification.

c. [ ] **Describe:** ____
(e.g., Allocate pro rata to NHCEs and flat dollar to HCEs.)

(e) ☐ **Age-based.** In accordance with the age-based allocation provisions of Section 3.04(B)(4). The Plan Administrator will use the Actuarial Factors based on the following assumptions *(Complete both (1) and (2).)*:

(1) **Interest rate.** *(Choose a., b. or c.)*:

a. [ ] **7.5%** b. [ ] **8.0%** c. [ ] **8.5%**

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

(2) **Mortality table.** *(Choose a. or b.)*:

a. **[ ] UP-1984.** See Appendix C.

b. **[ ] Alternative:** ______________________________.
(Specify 1983 GAM, 1983 IAM, 1971 GAM or 1971 IAM and attach applicable tables using such mortality table and the specified interest rate as replacement Appendix C.)

Participating Employers. The Nonelective Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Nonelective Contributions for the Plan Year unless otherwise elected below or specified in a participation agreement. *(Choose if applicable)*:

(f) [ ] The Plan Administrator will allocate the Nonelective Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

[Note: If the Employer elects 26(f), the Employer should also elect 10(l)(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. Election 26(f) does not apply to Safe Harbor Nonelective Contributions.]

(g) [X] **Describe:** Exhibit A
(e.g., Pro rata as to Campus A Participants and Permitted Disparity (two-tiered at 100% of the SSTWB) as to Campus B Participants.)

27. <u>QNEC (PLAN-DESIGNATED)</u> **(3.04(C)(1))**. The following provisions apply regarding Plan-Designated QNECs *(Choose (a) or (b).):*

[Note: Regardless of its elections under this Election 27, the Employer under Section 3.04(C)(2) may elect for any Plan Year where the Plan is using Current Year Testing to make Operational QNECs which the Plan Administrator will allocate only to NHCEs for purposes of correction of an ACP test failure.]

(a) [X] **Not applicable.** There are no Plan-Designated QNECs.

(b) [ ] **Applies.** There are Plan-Designated QNECs to which the following provisions apply *(Complete (1), (2) and (3).)*:

(1) **Nonelective Contributions affected.** The following Nonelective Contributions (as allocated to the designated allocation group under Election 27(b)(2)) are Plan-Designated QNECs *(Choose a. or b.)*:

a. **[ ] All.** All Nonelective Contributions.

b. **[ ] Designated.** Only the following Nonelective Contributions under Election 25: ______________.

(2) **Allocation Group.** Subject to Section 3.06, allocate the Plan-Designated QNEC *(Choose a. or b.)*:

a. **[ ] NHCEs only.** Only to NHCEs under the method elected in Election 27(b)(3).

b. **[ ] All Participants.** To all Participants under the method elected in Election 27(b)(3).

(3) **Allocation Method.** The Plan Administrator will allocate a Plan-Designated QNEC using the following method *(Choose a., b., c. or d.)*:

a. **[ ] Pro rata.**

b. **[ ] Flat dollar.**

c. **[ ] Reverse.** See Section 3.04(C)(3).

d. **[ ] Describe:** ______________________________.

[Note: Any allocation method the Employer elects under Election 27(b)(3)d. must be definitely determinable. See Section 4.10(C) as to targeting limitations applicable to QNEC nondiscrimination testing.]

28. <u>ALLOCATION CONDITIONS</u> **(3.06(B)/(C))**. The Plan does not apply any allocation conditions to: (1) Elective Deferrals; (2) Safe Harbor Contributions; (3) Mandatory Employee Contributions; (4) Employee (after-tax) Contributions (5) Additional Matching Contributions; or (6) Rollover Contributions. To receive an allocation of Matching Contributions, Nonelective Contributions or Participant forfeitures, a Participant must satisfy the following allocation condition(s) *(Choose (a) or (b). Choose (c) if applicable.)*:

(a) [X] **No conditions.** No allocation conditions apply to Matching Contributions, to Nonelective Contributions or to forfeitures.

(b) [ ] **Conditions.** The following allocation conditions apply to the designated Contribution Type and/or forfeitures *(Choose one or more of (1) through (7). Choose Contribution Type as applicable.)*:

[Note: For this Election 28, except as the Employer describes otherwise in Election 28(b)(7) or as provided in Section 3.04(C)(2) regarding Operational QNECs, Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply. The Employer under Election 28(b)(7) may not impose an Hour of Service condition exceeding 1,000 Hours of Service in a Plan Year.]

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

			(1) Matching, Nonelective and Forfeitures		(2) Matching	(3) Nonelective	(4) Forfeitures
(1)	[ ]	**None.**	**N/A** (See Election 28(a))		[ ]	[ ]	[ ]
(2)	[ ]	**501 Hours of Service/terminees** (91 consecutive days if Elapsed Time). See Section 3.06(B)(1)(b).	[ ]	OR	[ ]	[ ]	[ ]
(3)	[ ]	**Last day of the Plan Year.**	[ ]	OR	[ ]	[ ]	[ ]
(4)	[ ]	**Last day of the Election 28(c) time period.**	[ ]	OR	[ ]	[ ]	[ ]
(5)	[ ]	**1,000 Hours of Service in the Plan Year** (182 consecutive days in Plan Year if Elapsed Time).	[ ]	OR	[ ]	[ ]	[ ]
(6)	[ ]	**Hours of Service within the Election 28(c) time period,** (specify Hours of Service at contribution type but not exceeding 1,000 Hours of Service in a Plan Year).	[ ] _____	OR	[ ] _____	[ ] _____	[ ] _____

(7) [ ] **Describe conditions:** ______________________________
(e.g., Last day of the Plan Year as to Nonelective Contributions for Participating Employer "A" Participants. No allocation conditions for Participating Employer "B" Participants.)

(c) [ ] **Time period.** Under Section 3.06(C), apply Elections 28(b)(4), (b)(6) or (b)(7) to the specified contributions/forfeitures based on each *(Choose one or more of (1) through (5). Choose Contribution Type as applicable.)*:

			(1)		(2)	(3)	(4)
(1)	[ ]	**Plan Year.**	[ ]	OR	[ ]	[ ]	[ ]
(2)	[ ]	**Plan Year quarter.**	[ ]	OR	[ ]	[ ]	[ ]
(3)	[ ]	**Calendar month.**	[ ]	OR	[ ]	[ ]	[ ]
(4)	[ ]	**Payroll period.**	[ ]	OR	[ ]	[ ]	[ ]

(5) [ ] **Describe time period:** ______________________________.

[Note: If the Employer elects 28(b)(4) or (b)(6), the Employer must choose (c). If the Employer elects 28(b)(7), choose (c) if applicable.]

29. 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 28(b) allocation conditions to the specified contributions/forfeitures as follows *(If the Employer elects 28(b), the Employer must complete Election 29. Choose (a) or (b). Choose (c), (d) or (e) if applicable.)*:

[Note: For this Election 29, except as the Employer describes otherwise in Election 28(b)(7) or as provided in Section 3.04(C)(2) 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 or Early Retirement Age *(Choose (1) or (2).)*:

(1) [ ] **Do not apply allocation conditions.** Do not apply elected allocation conditions to Matching Contributions, to Nonelective Contributions or to forfeitures.

(2) [ ] **Apply allocation conditions.** Apply elected allocation conditions to Matching Contributions, to Nonelective Contributions and to forfeitures.

(b) [ ] **Application/waiver as to Contribution Types events.** If a Participant incurs a Severance from Employment, apply allocation conditions *except* such conditions are waived if Severance from Employment is on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age as specified, and as applied to the specified Contribution Types/forfeitures *(Choose one or more of (1) through (4). Choose Contribution Type as applicable.)*:

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

		(1) Matching, Nonelective and Forfeitures		(2) Matching	(3) Nonelective	(4) Forfeitures
(1)	☐ **Death.**	[ ]	OR	[ ]	[ ]	[ ]
(2)	☐ **Disability.**	[ ]	OR	[ ]	[ ]	[ ]
(3)	☐ **Normal Retirement Age.**	[ ]	OR	[ ]	[ ]	[ ]
(4)	☐ **Early Retirement Age.**	[ ]	OR	[ ]	[ ]	[ ]

Suspension. The suspension of allocation conditions of Section 3.06(F) (Code Section §410(b) fail-safe provisions) does not apply unless otherwise elected below *(Choose (c), (d) or (e) if applicable.)*:

(c) ☐ **Both.** Applies both to Nonelective Contributions and to Matching Contributions.

(d) ☐ **Nonelective.** Applies only to Nonelective Contributions.

(e) ☐ **Match.** Applies only to Matching Contributions.

30. FORFEITURE ALLOCATION METHOD **(3.07)**. [*Note: Even if the Employer elects immediate vesting, the Employer should complete Election 30. See Section 7.07.*] The Plan Administrator will allocate a Participant forfeiture attributable to all Contribution Types or attributable to all Nonelective Contributions or to all Matching Contributions as follows *(Choose one or more of (a) through (g) and choose Contribution Type as applicable. Choose (f) only in conjunction with at least one other election.)*:

			(1) All Forfeitures		(2) Nonelective Forfeitures	(3) Matching Forfeitures
(a)	☐	**Additional Nonelective.** Allocate as additional Discretionary Nonelective Contribution.	☐	OR	☐	☐
(b)	☐	**Additional Match.** Allocate as additional Discretionary Matching Contribution.	☐	OR	☐	☐
(c)	☒	**Reduce Nonelective.** Apply to Nonelective Contribution.	☒	OR	☐	☐
(d)	☐	**Reduce Match.** Apply to Matching Contribution.	☐	OR	☐	☐
(e)	☐	**Pro rata.** Allocate pro-rata based on Compensation.	☐	OR	☐	☐
(f)	☐	**Plan expenses.** Pay reasonable Plan expenses. (See Section 7.04(C).)	☐	OR	☐	☐

(g) ☐ **Describe:** ______________________________
(e.g., Forfeitures attributable to transferred balances from Plan X are allocated only to former Plan X participants.)

31. IN-PLAN ROTH ROLLOVER CONTRIBUTION **(3.08(E))**. The following provisions apply regarding In-Plan Roth Rollover Contributions *(Choose (a) or (b); also see Election (d)(1) in Appendix B; leave blank if Election 6(b)(1) is not selected.)*:

(a) ☒ **Not Applicable.** The Plan does not permit In-Plan Roth Rollover Contributions.

(b) ☐ **Applies.** The Plan permits In-Plan Roth Rollover Contributions to the extent permitted by the Investment Arrangement Documentation with regard to the following amounts. *(Choose one or both of (1) and (2).)*

(1) ☐ Otherwise distributable amounts. This provision is effective the later of September 28, 2010, the Plan or Restatement Effective Date, or ____________ (enter later effective date if applicable).

(2) ☐ Otherwise nondistributable amounts. This provision is effective the later of January 1, 2013, the Plan or Restatement Effective Date, or ____________ (enter later effective date if applicable).

32. EMPLOYEE (AFTER-TAX) CONTRIBUTIONS **(3.09)**. The following additional elections apply to Employee Contributions under Election 6(e). *(Choose (a) if applicable.)*:

(a) ☐ **Additional limitations.** The Plan permits Employee Contributions subject to the following limitations, if any, in addition to those already imposed under the Plan: ______________________________.

ARTICLE 4
LIMITATIONS AND TESTING

33. ANNUAL TESTING ELECTIONS **(4.06(B))**. The Employer makes the following Plan specific annual testing elections under Section 4.06(B). These elections under (a) and (b) are effective for the Plan Years indicated and remain in effect until the Employer amends the

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

Plan *(Church Plans, Governmental Plans and Plans intending to use the ERISA Safe Harbor Exemption do not need to complete Election 33. All other sponsors should complete (a) and choose (b) and/or (c) if applicable):*

(a) **ACP test/Safe Harbor.** *(Choose (1), (2) or (3))*:

- (1) ☒ **Not applicable.** The Plan does not permit Matching Contributions or Employee Contributions.
- (2) ☐ **ACP test applies.** *(Choose a. or b.)*:
  - a. ☐ **Current year testing method.**
  - b. ☐ **Prior year testing method.**
- (3) ☐ **Safe Harbor.** The Plan does not apply the ACP test.

HCE determination. The Top-Paid Group election and the calendar year data election are not used unless elected below *(Choose one or both of (b) and (c) if applicable.)*:

(b) ☐ **Top-paid group election applies.**

(c) ☐ **Calendar year data election (fiscal year Plan only) applies.**

ARTICLE 5
VESTING REQUIREMENTS

34. RETIREMENT AGE **(5.01)**.

NORMAL RETIREMENT AGE. A Participant attains Normal Retirement Age under the Plan and becomes fully Vested on the following date *(Choose one)*:

(a) ☒ **Specific age.** The date the Participant attains age 55. *[Note: If this is an ERISA Plan, 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 this is an ERISA Plan, the age may not exceed age 65 and the anniversary may not exceed the 5th.]*

(c) ☐ **Sum of age plus service.** The date the Participant's age plus service equal ________. *[Note: This election may not be used if this is an ERISA Plan.]*

(d) ☐ **Describe:** ____________________
(For example, the later of the date the Participant attains age 65 or the date the Participant is credited with 10 Years of Service)

[Note: If this is an ERISA Plan, the age may not exceed age 65 and the anniversary may not exceed the 5th.]

EARLY RETIREMENT AGE. *(Choose (e), (f) or (g))*:

(e) ☒ **Not applicable.** The Plan does not provide for an Early Retirement Age.

(f) ☐ **Early Retirement Age.** Early Retirement Age is the later of: (i) the date a Participant attains age _____; (ii) the date a Participant reaches the _____ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan; or (iii) the date a Participant completes _____ Years of Service.

[Note: The Employer should leave blank any of clauses (i), (ii) and (iii) which are not applicable.]

If (f)(iii) is selected, "Years of Service" under this Election means *(Choose (1) or (2))*:

- (1) ☐ **Eligibility.** Years of Service for eligibility in Election 15.
- (2) ☐ **Vesting.** Years of Service for vesting in Elections 37 and 38.

(g) ☐ **Describe:** ____________________.

[Note: Election of an Early Retirement Age does not affect the time at which a Participant may receive a Plan distribution.]

35. ACCELERATION ON DEATH, DISABILITY OR ATTAINMENT OF RETIREMENT AGE **(5.01 and 5.02)**. If selected below, then irrespective of any vesting schedule selected at Election 36, a Participant will be fully vested if the Participant incurs a Severance from Employment as a result of death or Disability or is employed on or after attainment of Early Retirement Age *(Choose one or more; leave blank if none apply or if the Plan provides full vesting for all Participants)*:

(a) ☐ **Death.**

(b) ☐ **Disability.**

(c) ☐ **Early Retirement Age.**

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

36. VESTING SCHEDULE **(5.03)**. A Participant has a 100% Vested interest at all times in Accounts attributable to Elective Deferrals, QNECs, Mandatory Employee Contributions, Employee (after-tax) Contributions, Safe Harbor Contributions (other than QACA Safe Harbor Contributions), Nonelective Contributions to former Employees under Section 3.04(D), 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 (a) or (b); choose (c) only if the Plan is a QACA. Choose (d) if applicable.)*:

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

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

[Note: The Employer should elect 36(b) if any Contribution Type is subject to a vesting schedule. If the Employer elects immediate vesting under 36(a), the Employer should not complete the balance of Election 36 or Elections 37 and 38, except as noted therein. If this is an ERISA Plan, the Employer must elect 36(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 36(b)(1) in an ERISA Plan 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))*:

		(1) All Contributions		**(2) Nonelective**	**(3) Matching**	**(4) Additional Matching** (see Section 3.03)
(1) ☐	**Immediate vesting.**	**N/A**		[ ]	[ ]	[ ]
(2) ☐	**6-year graded.**	[ ]	**OR**	[ ]	[ ]	[ ]
(3) ☐	**3-year cliff.**	[ ]	**OR**	[ ]	[ ]	[ ]
(4) ☐	**Modified ERISA Schedule.**	[ ]	**OR**	[ ]	[ ]	[ ]

Years of Service	Vested %
_______	_____%
_______	_____%
_______	_____%
_______	_____%
_______	_____%
_______ or more	100%

(5) ☐	**Modified non-ERISA Schedule.**	[ ]	**OR**	[ ]	[ ]	[ ]

Years of Service	Vested %
_______	_____%
_______	_____%
_______	_____%
_______	_____%
_______	_____%
_______ or more	100%

[Note: If the Plan is not subject to ERISA, the vesting schedule must be at least as rapidly as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule. If the Plan is an ERISA Plan, the vesting schedule must be at least as rapid at each point in the schedule as a 6-year graded or 3-year cliff.]

(c) ☐ **QACA vesting schedule:** Apply the following vesting schedule to QACA Safe Harbor Contributions. *(Choose (1), (2) or (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**

Years of Service	Vested %
Less than 1	_____%
1	_____%
2	100%

(d) ☐ **Special vesting provisions:** ____.

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

[Note: Any special vesting provision specified under Election 36(d) must be definitely determinable. If the Plan is not subject to ERISA, the vesting schedule must be at least as rapidly as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule. If the Plan is an ERISA Plan, the vesting schedule must be at least as rapid at each point in the schedule as a 6-year graded or 3-year cliff.]

37. YEAR OF SERVICE - VESTING **(5.05)**. *(Complete (b). Choose (a) if other than 1,000 Hours of Service.)*:

[Note: If the Employer elects the Elapsed Time Method or elects immediate vesting, the Employer should not complete Election 37 and 38 unless it elects to apply a Year of Service for vesting under Election 22(d), 25(b)(4) or Election 34(f)(2).]

(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 5. *[Note: If the Plan is an ERISA Plan, 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 (1) or (2)):*

(1) ☐ **Plan Year.**

(2) ☐ **Anniversary Year.**

38. EXCLUDED YEARS OF SERVICE - VESTING **(5.05(C))**. The Plan excludes the following Years of Service for purposes of vesting *(Choose one or more of (a) through (e) if applicable)*:

(a) ☐ **Age 18.** Any Year of Service before the Year of Service during which the Participant attained the age of 18.

(b) ☐ **Prior to Plan establishment.** Any Year of Service during the period the Employer did not maintain this Plan or a predecessor plan.

(c) ☐ **Parity Break in Service.** Any Year of Service excluded under the rule of parity. See Section 5.06(C).

(d) ☐ **Prior Plan terms.** Any Year of Service disregarded under the terms of the Plan as in effect prior to this restated Plan.

(e) ☐ **Other exclusions:** ____.

[Note: Any exclusion specified under Election 38(e) must be definitely determinable, and if the Plan is an ERISA Plan, must comply with ERISA §203 and not discriminate in favor of HCEs.]

ARTICLE 6
DISTRIBUTION OF ACCOUNT BALANCE

39. POST-SEVERANCE DISTRIBUTIONS. The provisions in this Election 39 apply to distributions to Participants following Severance from Employment. *(Complete (a), (b) and (c). Choose (d) and (e) if applicable.)*

(a) **Mandatory Distribution (6.01(F)/6.08(D)).** The Plan provides or does not provide for Mandatory Distribution of a Participant's Vested Account Balance following Severance from Employment, as follows *(Choose (1) or (2).)*:

(1) ☒ **No Mandatory Distribution.** The Plan will not make a Mandatory Distribution (i.e., Participant consent is required for all distributions) following Severance from Employment.

(2) ☐ **Mandatory Distribution.** The Plan will make a Mandatory Distribution following Severance from Employment to the extent permitted by the Investment Arrangement Documentation.

Amount limit. The Mandatory Distribution maximum amount is equal to *(Choose a., b. or c.; Choose d. if applicable)*:

a. ☐ **$5,000.**

b. ☐ **$1,000.**

c. ☐ **Specify amount:** $_________ *(may not exceed $5,000 if this is an ERISA Plan).*

[Note: This election only applies to the Mandatory Distribution maximum amount. For other Plan provisions subject to a $5,000 limit, see Election (g)(6) in Appendix B.]

Automatic IRA rollover. With respect to Mandatory Distributions of amounts that are $1,000 or less, if a Participant makes no election, the amount will be distributed to the Participant unless otherwise elected below.

d. ☐ If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least $_________. *(Specify an amount greater than $0 and less than $1,000.)*

Application of Rollovers to amount limit. In determining whether a Participant's Vested Account Balance exceeds the Mandatory Distribution dollar limit in Election 39(a)(2), the Plan *(Choose e. or f.)*:

e. ☐ **Disregards Rollover Contribution Account.**

f. ☐ **Includes Rollover Contribution Account.**

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

(b) **Default Distribution Methods (6.03).** If the Investment Arrangement Documentation does not specify the distribution which would apply, the following distribution methods are available for a Participant, subject to any limitations in the Plan or the Investment Arrangement Documentation. *(Choose one or more of (1) through (6))*:

(1) ☒ **Lump-Sum.**

(2) ☐ **Installments only if Participant subject to lifetime RMDs.** A Participant who is required to receive lifetime RMDs may receive installments payable in monthly, quarterly or annual installments equal to or exceeding the annual RMD amount.

(3) ☒ **Installments.**

(4) ☐ **Annuity.** Distribution of an Annuity Contract that the Vendor provides or purchases with the Participant's Vested Account Balance.

(5) ☒ **Ad-Hoc distributions.**

(6) ☒ **Describe distribution method(s):** Exhibit A.

[Note: The Employer under Election 39(b)(6) may describe Severance from Employment distribution methods from the elections available under Election 39(b) and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable in a Lump-Sum OR Accounts of Employees hired after "x" date are distributable in a Lump-Sum. Division B Employee Accounts are distributable in a Lump-Sum or in Installments OR Accounts of Employees hired on/before "x" date are distributable in a Lump-Sum or in Installments.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable in a Lump-Sum. Fixed Nonelective Contribution Accounts are distributable in a Lump-Sum or in Installments); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 39(b)(6) must: (i) be objectively determinable; (ii) not be subject to Employer or Plan Administrator discretion; (iii) be nondiscriminatory (if the Plan is an ERISA Plan); and (iv) preserve Protected Benefits as required.]

(c) **Limitations on Distribution Methods (6.03).** An Investment Arrangement may distribute to a Participant *(Choose (1) or (2) below)*:

(1) ☐ Under any distribution method available under the Investment Arrangement Documentation.

(2) ☐ Only under those distribution methods selected in Election 39(b) which are available under the Investment Arrangement Documentation.

(d) ☐ **Delay of Distribution (6.01(B)).** Except as otherwise provided in the Plan (such as Mandatory Distributions and RMDs), distribution to a Participant who has incurred a Severance from Employment will not commence prior to *(Choose (1) or (2))*:

(1) ☐ Attainment of age ______.

(2) ☐ Describe: ______________________________.

[Note: An Employer's election under Election 39(d) must: (i) be objectively determinable; (ii) not be subject to Employer or Plan Administrator discretion; (iii) be nondiscriminatory (if the Plan is an ERISA Plan); and (iv) preserve Protected Benefits as required.]

(e) ☐ **Acceleration.** Notwithstanding any later specified distribution date in this election, a Participant may elect an earlier distribution following Severance from Employment *(Choose one or both of (1) and/or (2))*:

(1) ☐ **Disability.** If Severance from Employment is on account of Disability or if the Participant incurs a Disability following Severance from Employment.

(2) ☐ **Hardship.** If the Participant incurs a hardship under Section 6.07(C) following Severance from Employment.

40. <u>IN-SERVICE DISTRIBUTIONS/EVENTS</u> **(6.01(D))**. A Participant may elect an In-Service Distribution of the designated Contribution Type Accounts based on any of the following events in accordance with Section 6.01(D) *(Choose (a) OR (b).)*:

[Note: If the Employer elects any In-Service Distribution option, a Participant may elect to receive as many In-Service Distributions per Plan Year (with a minimum of one per Plan Year) as the Plan Administrator's In-Service Distribution form or policy may permit. If the form or policy is silent, the number of In-Service Distributions is not limited.]

(a) ☒ **None.** The Plan does not permit any In-Service Distributions except as to any of the following (if applicable): (i) RMDs under Section 6.02 and (ii) Protected Benefits. Also see Section 6.01(D)(5) with regard to Rollover Contributions, and Employee Contributions.

(b) ☐ **Permitted.** In-Service Distributions are permitted as follows from the designated Contribution Type Accounts *(Choose one or more of (1) through (9).)*:

[Note: Unless the Employer elects otherwise in Election (b)(9) below, Elective Deferrals under Election 40(b) includes Pre-Tax and Roth Deferrals; Matching Contributions includes Additional Matching Contributions (irrespective of the Plan's ACP testing status); Elections under columns (3) and (4) apply to Employer contributions held in annuity contracts; Elections under column (5) apply to Employer contributions in Custodial Accounts.]

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

			(1) All Contrib.	(2) Elective Deferrals	(3) Matching Contrib.	(4) Nonelective/ Mandatory	(5) Custodial Account	(6) QNECs	(7) Safe Harbor Contrib.
(1)	[X]	**None.** Except for Election 40(a) exceptions.	**N/A** (See Election 40(a))	**[ ]**	**[ ]**	[X]	**[ ]**	**[ ]**	**[ ]**
(2)	[ ]	**Age** *(Choose one or more of a. through d.)*							
a.	[ ]	**Age _____** *(must be at least 59 1/2).*	**[ ] OR**	**[ ]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
b.	[ ]	**Age _____** *(may be less than 59 1/2).*	**N/A**	**N/A**	**[ ]**	**[ ]**	**N/A**	**N/A**	**N/A**
c.	[ ]	**Age and participation.** The Participant must have attained age _____ and completed _____ years of Plan participation or _____ Years of Service for purposes of vesting. *(Fill in whichever blank applies.)*	**[ ] OR**	**[ ]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
d.	[ ]	**Upon attaining Normal Retirement Age** *(Normal Retirement Age must be at least 59 1/2)*	**[ ] OR**	**[ ]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
(3)	[ ]	**Hardship**	**N/A**	**[ ]**	**[ ]**	**[ ]**	**N/A**	**N/A**	**N/A**
(4)	[ ]	**Disability.**	**[ ] OR**	**[ ]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
(5)	[ ]	**______ year contributions.** *(specify minimum of two years)*	**N/A**	**N/A**	**[ ]**	**[ ]**	**N/A**	**N/A**	**N/A**
(6)	[ ]	**______ months of participation.** *(specify minimum of 60 months)*	**N/A**	**N/A**	**[ ]**	**[ ]**	**N/A**	**N/A**	**N/A**
(7)	[ ]	**Qualified Reservist Distribution.** See Section 6.01(D)(10).	**N/A**	**[ ]**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
(8)	[ ]	**Deemed Severance Distribution.** See Section 6.11.	**[ ] OR**	**[ ]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
(9)	[ ]	**Describe: ______________________________.**							

[Note: The Employer under Election 40(b)(9) may describe In-Service Distribution provisions from the elections available under Election 40 and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable at age 59 1/2 OR Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Distributions apply to Division B Employees OR to Employees hired after "x" date.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable on Disability. Fixed Nonelective Contribution Accounts are distributable on Disability or Hardship (non-safe harbor)); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 40(b)(9) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) preserve Protected Benefits as required; (iv) be nondiscriminatory if this is an ERISA Plan; and (v) not permit an "early" distribution of any Restricted 403(b) Accounts. See Sections 6.02(E) and 9.02(C)(3).]

41. IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS **(6.01(D))**. The following additional conditions apply to In-Service Distributions under Election 40(b) *(Choose (a), (b), (c), (d) and/or (e) if applicable.)*:

(a) **[ ]** **100% vesting required for accounts that are subject to a vesting schedule.** A Participant may not receive an In-Service Distribution unless the Participant is 100% Vested in the distributing Account. This restriction applies to *(Choose one or more of (1) or (2))*:

(1) **[ ]** **Hardship distributions.** Distributions based on hardship.

(2) **[ ]** **Other In-Service.** In-Service distributions other than distributions based on hardship.

(b) **[ ]** **Minimum amount.** A Participant may not receive an In-Service Distribution in an amount which is less than:

$__________ *(specify amount not exceeding $1,000 if this is an ERISA Plan)*.

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

(c) **[ ] Qualified Roth distribution.** A distribution from a Participant's Roth Deferral Account may only be made if the distribution is a qualified distribution within the meaning of Code §402A(2)(d).

(d) **[ ] No hardship distribution from Roth Account.** If hardship distributions are permitted from Elective Deferrals, only Pre-Tax Elective Deferrals may be distributed.

(e) **[ ] Describe other conditions:** ____.

[Note: An Employer's election under Election 41(e) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) preserve Protected Benefits as required; (iv) be nondiscriminatory if this is an ERISA Plan; and (v) not permit an "early" distribution of any Restricted 403(b) Accounts. See Section 6.02(E).]

42. <u>JOINT AND SURVIVOR ANNUITY REQUIREMENTS</u> **(6.04)**. The joint and survivor annuity distribution requirements of Section 6.04 do not apply unless otherwise elected below *(If this is an ERISA Plan, choose (a) or (b); a plan that is not an ERISA Plan can skip this election.)*:

(a) **[ ] Joint and survivor annuity applicable.** Section 6.04 applies to all Participants *(if selected, then annuities are a form of distribution under the Plan even if 39(b)(4) is not selected)*:

One-year marriage rule. Under Section 6.04(H) *(Choose (1) or (2))*:

(1) **[ ] Applies.** The one-year marriage rule applies.

(2) **[ ] Does not apply.** The one-year marriage rule does not apply.

(b) **[ ] Profit sharing plan exception.** Section 6.04 does not apply to an Exempt Participant, as described in Section 6.04(G)(1), but does apply to any other Participants (or to a portion of their Account as described in Section 6.04(G)):

One-year marriage rule. Under Section 7.05(A)(3) relating to an Exempt Participant's Beneficiary designation under the profit sharing exception *(Choose (1) or (2))*:

(1) **[ ] Applies.** The one-year marriage rule applies.

(2) **[ ] Does not apply.** The one-year marriage rule does not apply.

ARTICLE 7
ADMINISTRATIVE PROVISIONS

43. <u>PLAN LOANS</u> **(7.06)**. The Employer makes the following elections regarding Plan Loans *(Choose (a) or (b).)*:

(a) [X] **No Loans.** Plan loans are not permitted.

(b) [ ] **Loans allowed.** Plan loans are permitted subject to limitations of the Investment Arrangement Documentation and the Plan's loan policy (if any).

44. <u>ROLLOVER CONTRIBUTIONS</u> **(3.08, 7.04(A)(1))**. The Employer makes the following elections regarding rollover contributions, other than in-plan Roth rollovers *(Choose (a) or (b).)*:

(a) [ ] **No Rollover.** Rollover Contributions are not permitted into the Plan.

(b) [X] **Rollovers allowed.** The Plan Administrator may accept Rollover Contributions into the Plan subject to Investment Arrangement Documentation, and Plan terms and policies.

ARTICLE 10
MULTIPLE EMPLOYER PLAN

45. <u>MULTIPLE EMPLOYER PLAN</u> **(10.01/10.02/10.03)**. The Employer makes the following elections regarding the Plan's Multiple Employer Plan status and the application of Article 10 *(Choose (a) or (b).)*:

(a) [X] **Not applicable.** The Plan is not a Multiple Employer Plan and Article 10 does not apply.

(b) **[ ] Applies.** The Plan is a Multiple Employer Plan and the Article 10 Effective Date is: __________________. The Employer makes the following additional elections *(Choose (1) or (2))*:

(1) **[ ] Participating Employer may modify.** See Section 10.03. A Participating Employer in the Participation Agreement may modify Adoption Agreement elections applicable to each Participating Employer (including electing to not apply Adoption Agreement elections) as follows *(Choose a. or b.; choose c. if applicable.)*:

a. **[ ] All.** May modify all elections.

b. **[ ] Specified elections.** May modify the following elections: ____________________ *(specify by election number)*.

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

c. **[ ] Restrictions.** May modify subject to the following additional restrictions: ________________________________ *(Specify restrictions. Any restrictions must be definitely determinable and may not violate Code §413 or the regulations thereunder.)*

(2) **[ ] Participating Employer may not modify.** See Section 10.03. A Participating Employer in the Participation Agreement may not modify any Adoption Agreement elections.

[Note: The Participation Agreement must be consistent with this Election 45(b). Any Participating Employer election in the Participation Agreement which is not permitted under this Election 45(b) is of no force or effect and the applicable election in the Adoption Agreement applies. The IRS has not reviewed the provisions of Article 10, and the Employer cannot rely on the Advisory Letter with regard to the validity of these provisions.]

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

Plan Execution

Employer: Bayard Public Schools

____

Date: ______________________________

Signed: ______________________________

Travis Miller Superintendent
[print representative name/title]

Vendor: ______________________________
[vendor signature is optional]

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective ______________________, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages.

Volume Submitter Practitioner. The Volume Submitter Practitioner identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Volume Submitter Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Volume Submitter Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Volume Submitter Practitioner's intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Volume Submitter Practitioner, please contact the Volume Submitter Practitioner at the following address and telephone number:

____

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

APPENDIX A
SPECIAL RETROACTIVE OR PROSPECTIVE EFFECTIVE DATES

SPECIAL EFFECTIVE DATES **(1.23)**. The Employer elects or does not elect Appendix A special Effective Date(s) as follows. *(Choose (a) or one or more of (b) through (s).)*:

[Note: If the Employer elects (a), do not complete the balance of this Appendix A.]

(a) [X] **Not applicable.** The Employer does not elect any Appendix A special Effective Dates.

[Note: The Employer may use this Appendix A to specify an Effective Date for one or more Adoption Agreement elections which does not correspond to the Plan's new Plan or Restated Plan Effective Date under Election 5. As to Restated Plans, for periods prior to: (i) the below-specified special Effective Date(s) or (ii) the Restated Plan's general Effective Date under Election 5, as applicable, the Plan terms in effect prior to its restatement under this Adoption Agreement control for purposes of the designated provisions.]

(b) **[ ]** **Contribution Types (1.12).** The Contribution Types under Election(s) 6_____ are effective: __________________________.

(c) **[ ]** **Excluded Employees (1.35).** The Excluded Employee provisions under Election(s) 7_____ are effective: __________________________.

(d) **[ ]** **Compensation (1.11).** The Compensation definition under Election(s) _____ *(specify 8 - 10 as applicable)* are effective: __________________________.

(e) **[ ]** **Hour of Service/Elective Service Crediting (1.40/1.66(A)).** The Hour of Service and/or elective Service crediting provisions under Election(s) _____ *(specify 11 - 12 as applicable)* are effective: __________________________.

(f) **[ ]** **Eligibility (2.01-2.03).** The eligibility provisions under Election(s) _____ *(specify 14 - 17 as applicable)* are effective: __________________________.

(g) **[ ]** **Mandatory Employee Contributions (3.04(A)(3)).** The Mandatory Employee Contribution provisions under Election 18 are effective: __________________________.

(h) **[ ]** **Elective Deferrals (3.02(A)-(F)).** The Elective Deferral provisions under Election(s) _____ *(specify 19 - 21 as applicable)* are effective: __________________________.

(i) **[ ]** **Matching Contributions (3.03).** The Matching Contribution provisions under Election(s) _____ *(specify 22 - 23 as applicable)* are effective: __________________________.

(j) **[ ]** **Nonelective Contributions (3.04).** The Nonelective Contribution provisions under Election(s) _____ *(specify 25 - 27 as applicable)* are effective: __________________________.

(k) **[ ]** **Allocation conditions (3.06).** The allocation conditions under Election(s) _____ *(specify 28 - 29 as applicable)* are effective: __________________________.

(l) **[ ]** **Forfeitures (3.07).** The forfeiture allocation provisions under Election 30 _____ are effective: __________________________.

(m) **[ ]** **In-Plan Roth Rollovers (3.08(E)).** The In-Plan Roth Rollover provisions under Election 31 _____ are effective: __________________________.

(n) **[ ]** **Employee Contributions (3.09).** The Employee Contribution provisions under Election 32 _____ are effective: __________________________.

(o) **[ ]** **Vesting (5.03).** The vesting provisions under Election(s) _____ *(specify 34 - 38 as applicable)* are effective: __________________________.

(p) **[ ]** **Distributions (6.01, 6.03 and 6.04).** The distribution elections under Election(s) _____ *(specify 39 - 42 as applicable)* are effective: __________________________.

(q) **[ ]** **Special Effective Date(s) for other elections** *(specify elections and dates)*: __________________________.

(r) **[ ]** **403(b) safe harbor (3.05).** The 403(b) safe harbor provisions under Election(s) 24 _____ are effective: __________________________.

(s) **[ ]** **Testing elections (4.06(B)).** The testing elections under Election(s) 33 _____ are effective: __________________________.

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

APPENDIX B
BASIC PLAN DOCUMENT OVERRIDE ELECTIONS

BASIC PLAN OVERRIDES. The Employer elects or does not elect to override various basic plan provisions as follows *(Choose (a) or choose one or more of (b) through (j).)*:

[Note: If the Employer elects (a), do not complete the balance of this Appendix B.]

(a) [X] **Not applicable.** The Employer does not elect to override any basic plan provisions.

[Note: The Employer at the time of restating its Plan with this Adoption Agreement may make an election on Appendix A (Election (q)) to specify a special Effective Date for any override provision the Employer elects in this Appendix B. If the Employer, after it has executed this Adoption Agreement, later amends its Plan to change any election on this Appendix B, the Employer should document the Effective Date of the Appendix B amendment on the Execution Page or otherwise in the amendment.]

(b) **[ ]** **Definition (Article 1) overrides.** *(Choose one or more of (1) through (6) if applicable.)*:

(1) **[ ]** **Compensation Overrides.** *(Choose one or more of a., b., and c.)*:

a. **[ ]** **W-2 Compensation exclusion of paid/reimbursed moving expenses (1.11(B)(1)).** W-2 Compensation excludes amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code §217.

b. **[ ]** **Alternative (general) 415 Compensation (1.11(B)(4)).** The Employer elects to apply the alternative (general) 415 definition of Compensation in lieu of simplified 415 Compensation.

c. **[ ]** **Inclusion of Deemed 125 Compensation (1.11(C)).** Compensation under Section 1.11 includes Deemed 125 Compensation.

(2) **[ ]** **Treatment of Differential Wage Payments (1.11(L)).** In lieu of the provisions of Section 1.11(L), the Employer elects the following *(Choose one or more of a., b., c., and d.)*:

a. **[ ]** **Effective date.** The inclusion is effective for Plan Years beginning after ____________ *(may not be earlier than December 31, 2008)*.

b. **[ ]** **Elective Deferrals only.** The inclusion only applies to Compensation for purposes of Elective Deferrals.

c. **[ ]** **Not included.** The inclusion does not apply to Compensation for purposes of any Contribution Type.

d. **[ ]** **Other:** ____ *(specify other Contribution Type Compensation which includes Differential Wage Payments)*

(3) **[ ]** **Alternate Definition of Disability (1.19).** Disabled means ____

(4) **[ ]** **Inclusion of Reclassified Employees (1.35(D)).** The Employer for purposes of the following Contribution Types, does not exclude Reclassified Employees (or the following categories of Reclassified Employees): ________________ *(specify Contribution Types and/or categories of Reclassified Employees)*.

(5) **[ ]** **Transition Rules (1.35(F)).** The following transition rules related to eligibility to make elective deferrals do not apply: ____

(6) **[ ]** **ERISA Provisions (1.33).** The ERISA provisions contained in the following sections will apply even though the Plan is not an ERISA Plan: ____

(c) **[ ]** **Participation (Article 2) overrides.** *(Choose one or more if applicable.)*:

(1) **[ ]** **One year hold-out rule (2.03(D)).** The one year hold-out Break in Service rule under Code §410(a)(5)(C) applies.

(2) **[ ]** **Rule of parity (2.03(E)).** The Plan applies the "rule of parity" under ERISA §202(b)(4).

(d) **[ ]** **Contribution/allocation (Article 3) overrides.** *(Choose one or more of (1) through (8) if applicable.)*:

(1) **[ ]** **Roth overrides.** *(Choose one or more of a. through e.)*:

a. **[ ]** **Treatment of Automatic Deferrals as Roth Deferrals (3.02(B)).** The Employer elects to treat Automatic Deferrals as Roth Deferrals in lieu of treating Automatic Deferrals as Pre-Tax Deferrals.

b. **[ ]** **In-Plan Roth Rollovers limited to In-Service only (3.08(E)(2)(a)).** Only Participants who are Employees may elect to make an In-Plan Roth Rollover Contribution.

c. **[ ]** **Vested In-Plan Roth Rollovers (3.08(E)(2)(b)).** Distributions related to In-Plan Roth Rollovers may only be made from accounts which are fully Vested.

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

d. **[ ] Source of In-Plan Roth Rollover Contribution (3.08(E)(3)(b)).** The Plan permits an In-Plan Roth Rollover only from the following qualifying sources *(Choose one or more.)*:

(i) **[ ]** Elective Deferrals

(ii) **[ ]** Matching Contributions (including any Safe Harbor Matching Contributions and Additional Matching Contributions)

(iii) **[ ]** Nonelective Contributions

(iv) **[ ]** QNECs (including any Safe Harbor Nonelective Contributions)

(v) **[ ]** Rollovers

(vi) **[ ]** Transfers

(vii) **[ ]** Other: ____________________
(specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

e. **[ ] No transfer of loans.** Loans may not be distributed as part of an In-Plan Roth Rollover Contribution. (if not selected, any loans may be transferred)

(2) **[ ] Short Plan Year or allocation period (3.06(B)(1)(c)).** Instead of pro-ration based on days, the Plan Administrator *(Choose a. or b.)*:

a. **[ ] No pro-ration.** Will *not* pro-rate Hours of Service in any short allocation period.

b. **[ ] Pro-ration based on months.** Will pro-rate any Hour of Service requirement based on the number of months in the short allocation period.

(3) **[ ] Limited waiver of allocation conditions for rehired Participants (3.06(G)).** The allocation conditions the Employer has elected in the Adoption Agreement do not apply to rehired Participants in the Plan Year they resume participation, as described in Section 3.06(G).

(4) **[ ] HEART Act continued benefit accrual (3.10(K)).** The Employer elects to apply the benefit accrual provisions of Section 3.10(K).

(5) **[ ] Matching on Pre-entry Deferrals (3.03(A)).** Instead of disregarding pre-entry deferrals, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions, even if the deferrals were made before the Participant became eligible for the match.

(6) **[ ] Classifications allocation formula (3.04(B)(3)).** If a Participant shifts from one classification to another during a Plan Year, the Plan Administrator will apportion the Participant's allocation during that Plan Year *(Choose a., b., or c.)*:

a. **[ ] Months in each classification.** Pro rata based on the number of months the Participant spent in each classification.

b. **[ ] Days in each classification.** Pro rata based on the number of days the Participant spent in each classification.

c. **[ ] One classification only.** The Employer, in a nondiscriminatory manner, if this is an ERISA Plan, will direct the Plan Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.

(7) **[ ] Suspension (3.06(F)(3)).** The Plan Administrator in applying Section 3.06(F) will *(Choose one or more of a., b., and c.)*:

a. **[ ] Re-order tiers.** Apply the suspension tiers in Section 3.06(F)(2) in the following order: ____________ *(specify order)*.

b. **[ ] Hours of Service tie-breaker.** Apply the greatest Hours of Service as the tie-breaker within a suspension tier in lieu of applying the lowest Compensation.

c. **[ ] Additional/other tiers.** Apply the following additional or other tiers: ____________ *(specify suspension tiers and ordering)*.

(8) **[ ] Offset of Safe Harbor Contributions to other allocations (3.05(E)(11)).** Any Safe Harbor Nonelective Contributions allocated to a Participant's account will be applied toward (offset) any allocation to the Participant of a non-Safe Harbor Nonelective Contribution.

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

(e) [ ] **Testing (Article 4) overrides.** *(Choose one or both of (1) and (2) if applicable.)*:

(1) [ ] **First few weeks rule for Code §415 testing Compensation (4.05(D)(1)).** The Plan applies the first few weeks rule in Section 4.05(F)(1).

(2) [ ] **Code §415 (Article 4) override (4.02(D), (F)).** Because of the required aggregation of multiple plans, to satisfy Code §415, the following overriding provisions apply: ______________________________. *(Specify such language as necessary to satisfy Code §415, e.g., the Employer will reduce Annual Additions to this plan before reducing Annual Additions to other plans.)*

(f) [ ] **Vesting (Article 5) overrides.** *(Choose one or more of (1) through (5) if applicable.)*:

(1) [ ] **Alternative separate account vesting formula (5.03(C)(2)).** The Employer elects the alternative vesting formula described in Section 5.03(C)(2).

(2) [ ] **Source of Cash-Out forfeiture restoration (5.04(B)(5)).** To restore a Participant's Account Balance as described in Section 5.04(B)(5), the Plan Administrator, to the extent necessary, will allocate from the following source(s) and in the following order *(Specify, in order, one or more of the following: Forfeitures, Earnings, and/or Employer Contribution)*: ______________________________.

(3) [ ] **Deemed Cash-Out of 0% Vested Participant (5.04(C)).** In lieu of applying the deemed cash-out rule of Section 5.04(C) to both Annuity Contracts and Custodial Accounts, the rule will not apply to (*Choose a. or b.; leave blank if deemed cash-out rule does not apply to either)*:

a. [ ] **Annuity Contracts**

b. [ ] **Custodial Accounts**

(4) [ ] **Accounting for Cash-Out repayment; Contribution Type (5.04(D)(2)).** In lieu of the accounting described in Section 5.04(D)(2), the Plan Administrator will account for a Participant's Account Balance attributable to a Cash-Out repayment *(Choose a. or b.)*:

a. [ ] **Nonelective rule.** Under the nonelective rule.

b. [ ] **Rollover rule.** Under the rollover rule.

(5) [ ] **One year hold-out rule - vesting (5.06(D)).** The one year hold-out Break in Service rule under Code §411(a)(6)(B) applies.

(g) [ ] **Distribution (Article 6) overrides.** *(Choose one or more of (1) through (6) if applicable.)*:

(1) [ ] **Restriction on In-Service Distributions of Rollovers/Employee Contributions (6.01(D)(5)).** In lieu of permitting a Participant to receive a distribution of Rollover Contributions and Employee Contributions at any time, a distribution may only be made in accordance with the following *(Choose one or more of a. through e.)*:

a. [ ] **Not permitted.** In-service distributions of Rollover Contributions and Employee Contributions are not permitted.

b. [ ] **Deferrals.** Under the same provisions which apply to Elective Deferrals.

c. [ ] **Match.** Under the same provisions which apply to Matching Contributions.

d. [ ] **Nonelective.** Under the same provisions which apply to Nonelective Contributions.

e. [ ] **Other:** ______________________________.

[Note: The Employer under this Election (g)(1)e in Appendix B may describe restrictions on In-Service Distributions of Rollover Contributions and Employee Contributions using the options available for In-Service Distributions under Election 40 and/or a combination thereof as to all Participants or as to any Participant group. An Employer's election under Election (g)(1)e in Appendix B must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) preserve Protected Benefits as required; and (iv) be nondiscriminatory if this is an ERISA Plan.]

(2) [ ] **Elections related to In-Plan Roth Rollovers (6.01(D)(7)).** *(Choose one or both of a. and b.)*:

a. [ ] **In-Service Roth Rollover events.** The Employer elects to permit In-Service Distributions under the following conditions solely for purposes of making an In-Plan Roth Rollover Contribution *(Choose one or more of (i) through (iv); Choose (v) if applicable.)*:

(i) [ ] **Age.** The Participant has attained age _______.

(ii) [ ] **Participation.** The Participant has _______ months of participation *(specify minimum of 60 months)*.

(iii) [ ] **Seasoning.** The amounts being distributed have accumulated in the Plan for at least _______ years *(at least 2)*.

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

(iv) [ ] **Other** (describe): ____.
(must be definitely determinable and not subject to Employer discretion (e.g., age 50, but only with respect to Nonelective Contributions, and not Matching Contributions))

[Note: Regardless of any election above to the contrary, In-Plan Roth Rollover Contributions are not permitted from a Participant's Elective Deferral Account, Qualified Matching Contribution Account, Qualified Nonelective Contribution Account and accounts attributable to Safe Harbor Contributions prior to age 59 1/2.]

(v) [ ] **Distribution for withholding.** A Participant may elect to have a portion of the amount that may be distributed as an In-Plan Roth Rollover Contribution distributed solely for purposes of federal or state income tax withholding related to the In-Plan Roth Rollover Contribution.

b. [ ] **Minimum amount.** The minimum amount that may be rolled over is $__________ *(may not exceed $1,000 if this is an ERISA Plan)*.

(3) [ ] **Pre-2009 Annuity Contracts (6.01(D)(9)).** The special in-service distribution rules for pre-2009 annuity contracts will not apply.

(4) [ ] **Annuity Distributions (6.04).** *(Choose one or both of a. and b.)*:

a. [ ] **Modification of QJSA (6.04(A)(3)).** The Survivor Annuity percentage will be _______%. *(Specify a percentage between 50% and 100%.)*

b. [ ] **Modification of QPSA (6.04(B)(2)).** The QPSA percentage will be _______%. *(Specify a percentage between 50% and 100%.)*

(5) [ ] **Alternate Domestic Relations Procedure (6.05(D)).** Unless the Plan is an ERISA Plan, the Plan will apply the alternate domestic relations procedure in Section 6.05(D).

(6) [ ] **Replacement of $5,000 amount (6.09).** All Plan references (except in Section 3.02(D)) to "$5,000" will be $__________. *(Specify an amount less than $5,000.)*

(h) [ ] **Administrative overrides (Article 7).** *(Choose one or more of (1) through (7) if applicable.)*:

(1) [ ] **Automatic revocation of spousal designation (7.05(A)(1)).** The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.

(2) [ ] **Limitation on frequency of Beneficiary designation changes (7.05(A)(4)).** Except in the case of a Participant incurring a major life event, a period of at least ____________ must elapse between Beneficiary designation changes. *(Specify a period of time, e.g., 90 days OR 12 months.)*

(3) [ ] **Definition of "spouse" (7.05(A)(5)).** The following definition of "spouse" applies: ____________ *(Specify a definition.)*

[Note: This definition shall apply for all Plan purposes other than Section 3.08(E) related to In-Plan Roth Rollover Contributions, Section 6.02 related to required minimum distributions, and Sections 6.04 and 7.05(A)(3) related to QJSAs, QPSAs, and related spousal rights. For example, the selected definition will apply to the determination of default beneficiary designations.]

(4) [ ] **Administration of default provision; default Beneficiaries (7.05(C)).** The following list of default Beneficiaries will apply: ____________ *(Specify, in order, one or more Beneficiaries who will receive the interest of a deceased Participant.)*

(5) [ ] **Subsequent restoration of forfeiture-sources and ordering (7.07(A)(3)).** Restoration of forfeitures will come from the following sources, in the following order ____________ *(Specify, in order, one or more of the following: Forfeitures, Employer Contribution, Earnings.)*

(6) [ ] **State law (7.09(H)).** The law of the following state will apply: ____________ *(Specify one of the 50 states or the District of Columbia, or other appropriate legal jurisdiction, such as a territory of the United States or an Indian tribal government.)*

(7) [ ] **Fee Recapture Account (7.04(D)).** The Plan Administrator will allocate excess funds in the Fee Recapture Account as follows: *(Choose a., b. or c.)*

a. [ ] Each Participant Account will receive an allocation based on the funds in which that Account was invested and the revenue sharing rates associated with those funds.

b. [ ] The excess funds will be allocated pro rata based on account balance.

c. [ ] The excess funds will be allocated per capita among Participants with Account Balances greater than zero, without regard to the amount of the Account Balance.

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

(i) **[ ] Transfer overrides (Article 9).** *(Choose one or more of (1) through (3) if applicable.)*:

(1) **[ ] Exchanges within Plan (9.06(B)(1)).** In lieu of Section 9.06(B)(1) permitting transfers to (and only to) other Investment Arrangements then authorized to receive ongoing contributions under the Plan (i.e., payroll slot Vendors), the following applies *(Choose a., b. or c.)*:

a. **[ ]** The Plan does not provide for or permit such exchanges.

b. **[ ]** The Plan provides for and permits such exchanges, to any other Investment Arrangements under the Plan.

c. **[ ]** The Plan provides for and permits such transfers under the following circumstances: ________________________.

(2) **[ ] Contract exchange to Vendor which is not part of Plan (9.06(B)(3)).** In lieu of Section 9.06(B)(3), permitting exchanges of investment arrangements described in section 9.06(B)(3), the following applies *(Choose a., b. or c.)*

a. **[ ]** The Plan does not provide for or permit such exchanges.

b. **[ ]** The Plan provides for and permits such exchanges in the Plan Administrator's discretion, which shall be exercised in a uniform, nondiscriminatory manner, if this is an ERISA Plan, and in accordance with Section 9.06(B)(3). *(Do not select this option if the Employer desires the Plan to be ERISA Exempt under Election 3(b).)*

c. **[ ]** The Plan provides for and permits such exchanges, subject to Section 9.06(B)(3), under the following circumstances: ____

(3) **[ ] Plan-to-Plan Transfers (9.06(B)(2)).** In lieu of Section 9.06(B)(2) which does not permit or provide for such transfers to this Plan, the Plan allows transfers to this Plan as elected below *(Choose a., b., c. or d. if applicable)*:

a. **[ ]** The Plan allows such transfers to this Plan.

b. **[ ]** The Plan provides for and permits such transfers to other Plans in addition to permitting transfers to this Plan.

c. **[ ]** The Plan provides for and permits such transfers to other Plans but does not permit or provide for such transfers to this Plan.

d. **[ ]** The Plan provides for and permits such transfers under the following circumstances: ________________________.

Eligible Employees. If a., b., c. or d. is selected, such transfers are allowed for all Eligible Employees unless otherwise elected below *(Choose e., f. or g. if applicable)*:

e. **[ ]** current employees only.

f. **[ ]** current and former Employees.

g. **[ ]** only if the Employee is part of a class of Employees whose assets are being transferred as a result of a merger or acquisition.

(j) **[ ] Protected Benefits (9.02(C)).** The following Protected Benefits no longer apply to all Participants or do not apply to designated amounts/Participants as indicated: *(specify the Protected Benefits)*.

(1) **[ ]** ____

(2) **[ ]** ____

(3) **[ ]** ____

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

APPENDIX C
TABLE I: ACTUARIAL FACTORS
UP-1984, Without Setback

Number of years from attained age at the end of Plan Year until Normal Retirement Age	7.50%	8.00%	8.50%
0	8.458	8.196	7.949
1	7.868	7.589	7.326
2	7.319	7.027	6.752
3	6.808	6.506	6.223
4	6.333	6.024	5.736
5	5.891	5.578	5.286
6	5.480	5.165	4.872
7	5.098	4.782	4.491
8	4.742	4.428	4.139
9	4.412	4.100	3.815
10	4.104	3.796	3.516
11	3.817	3.515	3.240
12	3.551	3.255	2.986
13	3.303	3.014	2.752
14	3.073	2.790	2.537
15	2.859	2.584	2.338
16	2.659	2.392	2.155
17	2.474	2.215	1.986
18	2.301	2.051	1.831
19	2.140	1.899	1.687
20	1.991	1.758	1.555
21	1.852	1.628	1.433
22	1.723	1.508	1.321
23	1.603	1.396	1.217
24	1.491	1.293	1.122
25	1.387	1.197	1.034
26	1.290	1.108	0.953
27	1.200	1.026	0.878
28	1.116	0.950	0.810
29	1.039	0.880	0.746
30	0.966	0.814	0.688
31	0.899	0.754	0.634
32	0.836	0.698	0.584
33	0.778	0.647	0.538
34	0.723	0.599	0.496
35	0.673	0.554	0.457
36	0.626	0.513	0.422
37	0.582	0.475	0.389
38	0.542	0.440	0.358
39	0.504	0.407	0.330
40	0.469	0.377	0.304
41	0.436	0.349	0.280
42	0.406	0.323	0.258
43	0.377	0.299	0.238
44	0.351	0.277	0.219
45	0.327	0.257	0.202

Note: A Participant's Actuarial Factor under Table I is the factor corresponding to the number of years until the Participant reaches Normal Retirement Age under the Plan. A Participant's age as of the end of the current Plan Year is age on the Participant's last birthday. For any Plan Year beginning on or after the Participant's attainment of Normal Retirement Age, the factor for "zero" years applies.

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

APPENDIX C
TABLE II: ADJUSTMENT TO ACTUARIAL FACTORS FOR NORMAL RETIREMENT AGE OTHER THAN 65
UP-1984
Without Setback

Normal Retirement Age	7.50%	8.00%	8.50%
55	1.2242	1.2147	1.2058
56	1.2043	1.1959	1.1879
57	1.1838	1.1764	1.1694
58	1.1627	1.1563	1.1503
59	1.1411	1.1357	1.1305
60	1.1188	1.1144	1.1101
61	1.0960	1.0925	1.0891
62	1.0726	1.0700	1.0676
63	1.0488	1.0471	1.0455
64	1.0246	1.0237	1.0229
65	1.0000	1.0000	1.0000
66	0.9752	0.9760	0.9767
67	0.9502	0.9518	0.9533
68	0.9251	0.9274	0.9296
69	0.8998	0.9027	0.9055
70	0.8740	0.8776	0.8810
71	0.8478	0.8520	0.8561
72	0.8214	0.8261	0.8307
73	0.7946	0.7999	0.8049
74	0.7678	0.7735	0.7790
75	0.7409	0.7470	0.7529
76	0.7140	0.7205	0.7268
77	0.6874	0.6942	0.7008
78	0.6611	0.6682	0.6751
79	0.6349	0.6423	0.6494
80	0.6090	0.6165	0.6238

Note: Use Table II only if the Normal Retirement Age for any Participant is not 65. If a Participant's Normal Retirement Age is not 65, adjust Table I by multiplying *all* factors applicable to that Participant in Table I by the appropriate Table II factor.

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

APPENDIX D

[Note: The Employer may modify this Appendix without the need of a Plan amendment.]

INVESTMENT ARRANGEMENTS **(8.01)**.

(a) ☒ The Employer will remit contributions (including deferrals) to the following Vendors and Investment Arrangements:

1. American United Life Insurance Company/ MidAmerica Administrative & Retirement Solutions-Annuity
2. ______
3. ______
4. ______
5. ______
6. ______
7. ______
8. ______
9. ______

(b) **[ ]** The following Vendors and/or Investment Arrangements were previously approved for the receipt of Plan contributions but are not currently approved:

1. ______
2. ______
3. ______
4. ______
5. ______
6. ______
7. ______
8. ______
9. ______

(c) **[ ]** The plan has entered into Information Sharing Agreements with the following Vendors and their products are approved for Contract exchanges under Section 9.06(B)(3):

1. ______
2. ______
3. ______
4. ______
5. ______
6. ______
7. ______
8. ______
9. ______

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

ADMINISTRATIVE FUNCTION DELEGATION. The administrative functions listed below are delegated as shown. *[Make at least one selection for each item below. Do not specify the* Employer *or the* Plan Administrator *(if the Plan Administrator is either the Employer or selected by the Employer) for any function involving discretion if the Plan intends to use the ERISA Safe Harbor Exemption (such as e., f. or g.).]*

	Employer	Plan Administrator	Vendor	Other (Specify)
a. Determining employee eligibility to participate	[X]	[ ]	[ ]	[ ] ______
b. Determine participant vested percentages	[X]	[ ]	[ ]	[ ] ______
c. Determining whether deferrals comply with plan limits and are correctly calculated	[ ]	[X]	[ ]	[ ] ______
d. Determining accuracy of matching contributions	[ ]	[ ]	[ ]	[ ] ______
e. Determining whether hardship distributions and loans (if any) comply with plan requirements	[ ]	[X]	[ ]	[ ] ______
f. Make determinations regarding rollovers and transfers	[ ]	[X]	[ ]	[ ] ______
g. Determining the status of domestic relations orders	[ ]	[X]	[ ]	[ ] ______
h. Determining whether the plan complies with Code §403(b), taking into account the rules concerning Related Employers	[ ]	[X]	[ ]	[ ] ______
i. Determining employer status (e.g., type of employer, related employer status, QCCO status)	[ ]	[X]	[ ]	[ ] ______
j. Remitting contributions	[X]	[ ]	[ ]	[ ] ______
k. Delivery of participant notice	[ ]	[X]	[ ]	[ ] ______
l. Maintain employee records	[X]	[ ]	[ ]	[ ] ______
m. Review and process claims	[ ]	[X]	[ ]	[ ] ______
n. Communication with vendor(s)	[ ]	[X]	[ ]	[ ] ______

o. Describe: ______
[On line o. enter other delegated functions and the parties to whom they are delegated, or specify restrictions which apply to one or more functions (e.g., the Vendor will determine if a participant qualifies for a hardship distribution but the Plan Administrator will determine whether loans exceed Code limitations).]

Effective Date of this Appendix D: ______

© 2017 MidAmerica Administrative and Retirement Solutions, LLC or its suppliers

Special Pay Plan

Exhibit A

for

Bayard Public Schools

Effective Date: The effective date of the Plan is September 1, 2021.

Plan Year: The Plan Year ends on August 31.

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
- Be employed as Certified or Classified Staff
- Meet the District's years of service and FTE requirements per the Early Retirement Benefit language at the time the benefit is offered

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

- Early Retirement Incentive

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: Three non-elective employer contributions of $10,000.00 over a three-year period for a total of $30,000.00

Investments: Funds are invested in a fixed annuity with a guaranteed rate of return. Investments are provided by American United Life Insurance Company®, a OneAmerica® Company (AUL). For more information on your investments, please visit www.oneamerica.com.

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 or monthly
- Lump Sum Distribution

Loan Policy: Loans are 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

Securities offered through GWN Securities, Inc.
11440 Jog Road • Palm Beach Gardens, FL 33418 • 561/472-2700 • Member FINRA, SIPC

MID AMERICA ADMINISTRATIVE AND RETIREMENT SOLUTIONS, INC.
403(B) VOLUME SUBMITTER PLAN

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

ARTICLE 7. ADMINISTRATIVE PROVISIONS

ARTICLE 8. PLAN FUNDING

ARTICLE 9. ADDITIONAL PROVISIONS

ARTICLE 10. MULTIPLE EMPLOYER PLAN

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

MID AMERICA ADMINISTRATIVE AND RETIREMENT SOLUTIONS, INC.
403(B) VOLUME SUBMITTER PLAN

Mid America Administrative and Retirement Solutions, Inc. , in its capacity as Volume Submitter Practitioner, sponsors this Volume Submitter 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 Volume Submitter Plan by executing an Adoption Agreement. When any provisions of this Volume Submitter Plan or the Adoption Agreement is marked "RESERVED," that means that the provision was deliberately omitted but section numbering was retained to help maintain consistency.

ARTICLE 1. DEFINITIONS

1.01 Account. Account means the account(s) maintained for the benefit of any Participant, Beneficiary, or Alternate Payee under one or more Investment Arrangements. Unless required due to an Investment Arrangement, the term "separate Account" means a separate accounting for recordkeeping purposes.

1.02 Account Balance. Account Balance means the total benefit to which a Participant, Beneficiary, or Alternate Payee is entitled under an Investment Arrangement, taking into account all contributions made to the Investment Arrangement and all earnings or losses (including expenses) that are allocable to the Account, any Rollover Contributions or transfers held under the Account, and any distribution made to the Participant, the Beneficiary, or an Alternate Payee. The Account Balance includes any part of the Account that is treated under the Plan as a separate contract to which Code §403(c) (or another applicable provision of the Code) applies. 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 Vendor.

1.03 Accumulated Benefit. Accumulated Benefit means the sum of a Participant's, Beneficiary's or Alternate Payee's Account Balances under all Investment Arrangements under the Plan.

1.04 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. The Plan also includes any Investment Arrangement, and such other list(s), policies and procedures, or written document(s) (such as loan policies or service contracts), which, when properly executed or otherwise put into effect fully describe the Plan and practice of the Employer with respect to the Plan from and after the later of the initial Effective Date or restated Effective Date as set forth in the Adoption Agreement, to the extent such items do not conflict with the terms of this basic plan document and the Adoption Agreement. 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. The Employer or Plan Administrator to facilitate Plan administration or to generate written policies or forms for use with the Plan may maintain one or more administrative checklists as an attachment to the Adoption Agreement or otherwise. Any such checklists are not part of the Plan.

1.05 Advisory Letter. Advisory Letter means an IRS issued advisory letter as to the acceptability of the form of a Volume Submitter Plan. For further description of advisory letters, see IRS Rev. Proc. 2013-22.

1.06 Annuity Contract. Annuity Contract means a nontransferable group or individual contract as defined in Code §§403(b)(1) and 401(g), established for each Participant by the Employer, or by each Participant individually, that is issued by an Insurance Company qualified to issue annuities in a State and that includes payment in the form of an annuity. 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 Appendix. Appendix means one of the Appendices to an Adoption Agreement designated as "A", "B", "C", or "D" which are expressly authorized by the Plan and as part of the Plan, are covered by the Plan's Advisory Letter. The Appendices are part of the Adoption Agreement.

1.08 Beneficiary. Beneficiary means a person or entity designated by a Participant or by the Plan who is or may become entitled to a benefit under the Plan upon the Participant's death, as identified under the terms governing each Investment Arrangement or in other records maintained 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 Church. Church means an organization described in Code §3121(w)(3)(A), and generally refers to a church, a convention or association of churches, or an elementary, secondary school or seminary that is controlled, operated, or principally supported by a church or a convention or association of churches. A Church also includes a QCCO Church does not include any other organization, whether or not that organization is controlled by or associated with a Church, as so defined.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(A) Church-Related Organization. A Church-Related Organization means a church or convention or association of churches or other organization described in Code §414(e)(3)(A).

(B) Church Plan. Church Plan means a plan described in Code §414(e).

(C) Qualified Church-Controlled Organization or QCCO. "Qualified Church-Controlled Organization" (QCCO) means an organization described in Code §3121(w)(3)(B), and generally refers to any church controlled, tax-exempt organization described in Code §501(c)(3), other than an organization which:

(1) Offers goods, services, or facilities for sale, other than on an incidental basis, to the general public, other than goods, services, or facilities which are sold at a nominal charge which is substantially less than the cost of providing such goods, services, or facilities; and

(2) Normally receives more than 25% of its support from either: (a) governmental sources, or (b) receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in activities which are not unrelated trades or businesses, or both.

(D) Non-Qualified Church-Controlled Organization or Non-QCCO. Non-Qualified Church-Controlled Organization (Non-QCCO) means a church-controlled, tax-exempt organization described in Code §501(c)(3) that is not a Church or a QCCO.

1.10 Code. Code means the Internal Revenue Code of 1986, as amended and includes applicable IRS Guidance.

1.11 Compensation.

(A) Uses and Context. Any reference in the Plan to Compensation is a reference to the definition in this Section 1.11 unless the Plan reference, or the Employer in its Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator 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. The Employer in its Adoption Agreement may elect to allocate contributions based on Compensation within a specified 12 month period which ends within a Plan Year.

(B) Base Definitions and Modifications. The Employer in its Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in its Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article 3. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

(1) **W-2 Wages.** W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), 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, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in Appendix B to its Adoption Agreement may elect to exclude from W-2 Compensation certain Employer paid or reimbursed moving expenses as described therein.

(2) **Code §3401(a) Wages (income tax wage withholding).** 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)).

(3) **Code §415 Compensation (current income definition/simplified compensation under Treas. Reg. §1.415(c)-2(d)(2)).** Code §415 Compensation means the Employee's wages, salaries, fees for professional service 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 maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

(a) **Deferred compensation/SEP/SIMPLE.** Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a SIMPLE retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(b) **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.

(c) **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).

(d) **Other amounts that receive special tax benefits.** Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).

(e) **Other similar items.** Other items of remuneration which are similar to any of the items in Sections (3)(a) through (d).

(4) **Alternative (general) 415 Compensation.** The Employer in Appendix B to its Adoption Agreement may elect to apply the 415 definition of Compensation in Treas. Reg. §1.415(c)-2(a). Under this definition, Compensation means as defined in Section (3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in the Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) 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 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 1.11 does not include Deemed 125 Compensation, unless the Employer in Appendix B to its Adoption Agreement elects to include Deemed 125 Compensation under this Section 1.11.

(D) Elective Deferrals. Compensation under Section 1.11 includes Elective Deferrals unless the Employer in its Adoption Agreement elects to exclude Elective Deferrals. In addition, for purposes of making Elective Deferrals, Compensation means as defined in Section 1.11 and as the Employer elects in its Adoption Agreement.

(E) Compensation Dollar Limitation. For any Plan Year, the Plan Administrator in allocating contributions under Article 3 or in testing the Plan for nondiscrimination, cannot take into account more than $270,000 (or for years after 2017, such larger amount as the IRS 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 under a 403(b) Plan may make Elective Deferrals with respect to Compensation which exceeds the Plan Year Compensation limitation, provided such Elective Deferrals otherwise satisfy the Elective 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 Administrator may apply the Compensation limit under this Section (E) 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 or the Plan Administrator may pro rate the Compensation limit. The limit under this Section (E) shall not apply to a plan maintained by a Church.

(1) **Grandfathered Governmental Plan limit.** For a restated Governmental Plan, this Section (E) 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)).

(F) 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, including the requirement of consistency in Treas. Reg. §1.414(s)-1(b). 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 1.11 or Annual Additions Limit definition of Compensation under Section 4.05(D). The Employer's election in its Adoption Agreement relating to Participating Compensation for allocation purposes (to limit Compensation to Participating Compensation or to include Plan Year Compensation) is nondiscriminatory.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(G) Excluded Compensation. Excluded Compensation means such Compensation as the Employer in its Adoption Agreement elects to exclude for purposes of this Section 1.11. Regardless of the definition of Compensation selected in the Adoption Agreement, the Plan Administrator may adopt a uniform policy for purposes of determining the amount of a Participant's Elective Deferrals of excluding non-cash Compensation. For purposes of this Section (G), non-cash Compensation means tips, fringe benefits, and other items of Compensation not regularly paid in cash or cash equivalents, or for which the Employer does not or may not have the ability to withhold Elective Deferrals in cash for the purpose of transmitting the Elective Deferrals to the Plan pursuant to the Participant's Deferral Election. Unless otherwise specified, the Plan Administrator shall determine the amount of a Participant's Compensation (for purposes of allocations), by disregarding Excluded Compensation.

(H) Pre-Entry Compensation. The Employer in its Adoption Agreement for allocation purposes must elect Participating Compensation or Plan Year Compensation as to some or all Contribution Types.

(1) **Participating Compensation.** Participating Compensation means Compensation only for the period during the Plan Year in which the Participant is a Participant in the overall Plan, or under the plan resulting from disaggregation under the OEE or EP rules under Section 4.06(C)(1), or as to a Contribution Type as applicable. If the Employer in its Adoption Agreement elects Participating Compensation, the Employer will elect whether to apply the election to all Contribution Types or only to particular Contribution Type(s).

(2) **Plan Year Compensation.** Plan Year Compensation means Compensation for a Plan Year, including Compensation for any period prior to the Participant's Entry Date in the overall Plan or as to a Contribution Type as applicable. If the Employer in its Adoption Agreement elects Plan Year Compensation, the Employer will elect whether to apply the election to all Contribution Types or only to particular Contribution Type(s).

(I) Post-Severance Compensation. Compensation includes Post-Severance Compensation to the extent the Employer elects in its Adoption Agreement or as the Plan otherwise provides. Post-Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section (I). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section (I), and may also include salary continuation for military service and/or for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section (I) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to Severance from Employment.

(1) **Timing.** Post-Severance Compensation includes regular pay, leave cash-outs, or deferred compensation only to the extent the Employer pays such amounts 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.

(a) **Regular pay.** Regular pay means the payment of 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, but only if 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.

(b) **Leave cash-outs.** Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's severance from employment.

(c) **Deferred compensation.** As used in this Section (I), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the deferred compensation if it had been paid prior to the Participant's Severance from Employment, 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.

(2) **Salary continuation for disabled Participants.** Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)). This Section (2) will apply, as the Employer elects in its Adoption Agreement, either just to NHCEs (who are NHCEs immediately prior to becoming disabled) or to all Participants for a fixed or determinable period specified in the Adoption Agreement.

(J) [Reserved]

(K) Deemed Disability Compensation. The Plan does not include Deemed Disability Compensation under Code §415(c)(3)(C) unless the Employer in its Adoption Agreement elects to make Employer Contributions with respect to Deemed Disability Compensation under this Section (K). Deemed Disability Compensation is the Compensation the Participant would have received for the year if the Participant were paid at the same rate as applied immediately prior to the Participant becoming permanently and totally disabled (as defined in Code §22(e)(3)) if such deemed compensation is greater than actual Compensation as determined without regard to this Section (K). This Section (K) applies only if the affected Participant is an NHCE immediately prior to

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

becoming disabled (or the Adoption Agreement election 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 (K) are immediately Vested.

(L) Differential Wage Payments. Unless the Employer otherwise elects in Appendix B to its Adoption Agreement, the Plan will treat Differential Wage Payments as Compensation for all Plan contribution and benefit purposes.

(M) Includible Compensation. Includible Compensation means the Employee's Compensation received from the Employer that is includible in the Participant's gross income for Federal income tax purposes (computed without regard to Code §911, relating to United States citizens or residents living abroad), including Differential Wage Payments, for the most recent period that is a Year of 403(b) 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). 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. The amount of Includible Compensation is determined without regard to any community property laws. Except as provided in Treas. Reg. §1.401(a)(17)-1(d)(4)(ii) with respect to eligible participants in governmental plans, the amount of Includible Compensation of any Participant taken into account in determining contributions will not exceed $270,000, as adjusted for cost-of-living increases in accordance with Code §401(a)(17)(B) for periods after 2017.

(N) Deemed Includible Compensation. Deemed Includible Compensation is determined on a monthly basis. A former Employee's Deemed Includible Compensation for any month is 1/12 of the amount of Compensation the 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 constitutes one Year of 403(b) Service. Deemed Includible Compensation will be determined in accordance with the rules for determining Includible Compensation and in accordance with Treas. Reg. §1.403(b)-4(d). The first month in which a former Employee has Deemed Includible Compensation is the month after the Employee Separates from Service. The Deemed Includible Compensation shall continue until the last day of the fifth Taxable Year which begins after the Employee Separates from Service.

1.12 Contribution Types. Contribution Types means the contribution types required or permitted under the Plan as the Employer elects in its Adoption Agreement.

1.13 Custodial Account/Custodial Agreement. Custodial Account means the group or individual custodial account or accounts, as defined in Code §403(b)(7), established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan. 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.

1.14 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.

1.15 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.

1.16 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.

1.17 Denominational Service. Except to the extent limited in the Adoption Agreement, Denominational Service means a person's completed years and months in the paid employment of a church or convention or association of churches with which the Employer is associated, and/or in the paid employment of an agency or organization that is exempt from tax under Code §501 and that is controlled by or associated with the church or convention or association of churches with which the Employer is associated. Denominational Service also includes all years of service by a duly ordained, commissioned, or licensed minister of a church. The Participant is responsible to inform the Employer of Denominational Service the Participant wishes the Plan to count.

1.18 Differential Wage Payment. Differential Wage Payment means differential wage payment as defined by Code §3401(h)(2).

1.19 Disability/Disabled. Disabled shall have the meaning provided in the Investment Arrangement. If not defined in the Investment Arrangement, Disabled means unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration. The permanence and degree of such impairment shall be supported by medical evidence. The Employer in Appendix B to its Adoption Agreement can specify a different definition of Disabled which is not inconsistent with the Code and which will apply in place of the definition in the second sentence of this Paragraph. A person who is Disabled has a "Disability."

(A) 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 will be applied in a nondiscriminatory, consistent and uniform manner. If the Plan satisfies

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

the ERISA Safe Harbor Exemption, the Employer, in any capacity, will not have any discretionary authority to determine if a Participant has a Disability.

1.20 DOL. DOL means the U.S. Department of Labor.

1.21 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.

1.22 Educational Organization. Educational Organization means an organization described 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.

1.23 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 plan document may provide or as the Employer may elect in its Adoption Agreement, or a Participation Agreement, or in any other document which evidences the action taken. If this Plan restates a previously existing plan, the Effective Date of the provisions of this restatement do not need to be earlier than January 1, 2010. If this Plan is retroactively effective, the provisions of this Plan generally control.

1.24 Elective Deferrals. Elective Deferrals means a Participant's Pre-Tax Deferrals, Roth Deferrals, Automatic Deferrals and, as the context requires, Age 50 Catch-Up Deferrals and Qualified Organization Catch-Up Deferrals under the Plan, and which the Employer contributes to the Plan at the Participant's election (or automatically) in lieu of cash compensation. As to other plans, as may be relevant to the Plan, Elective Deferrals means amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) 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 401(k) plan, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457(b) 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 Section 3.02(B).

(C) Automatic Deferral. See Section 3.02(B)(4)(a).

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

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

(F) One-time Irrevocable Elections. Contributions made pursuant to a Participant’s one-time irrevocable election when he/she is initially eligible to make a salary reduction election are not Elective Deferrals. Contributions made pursuant to a one-time irrevocable election are Mandatory Employee Contributions under Section 1.46.

1.25 Eligible Employee. Eligible Employee means an Employee other than an Excluded Employee.

1.26 Eligible Employer. Eligible Employer means a State (but only as to a State Employee Performing Services for a Public School), or a Code §501(c)(3) organization as to any employee of the Code §501(c)(3) organization. The term "Employer" also includes any organization other than an organization described in Code §501(c)(3) that employs a minister described in Code§414(e)(5)(A)(i)(II), but solely with respect to the participation in the Plan by the minister, and only if such Employer's participation is approved by the Plan Administrator in accordance with rules and procedures adopted for such purposes.

1.27 Employee. Except with regard to a Public School, Employee means any common law employee of the Employer. Employee includes, if the Plan is a Church Plan, a minister described in Code §414(e)(5)(A)(i)(II). Employee does not include an independent contractor. See Section 1.44 regarding Leased Employees. See also Section 1.26 with regard to Employers of ministers which are not otherwise Eligible Employers.

(A) Public School. If the Employer is a Public School, then Employee means each individual who is a common law employee of a State performing services for a Public School of the State, including an individual who is appointed or elected. This definition is not applicable unless the Employee's compensation for performing services for a Public School is paid by the State. Further, a person occupying an elective or appointive public office is not an Employee of a Public School unless such office is one to which an individual is elected or appointed and only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(B) Differential Wage Payment. An individual receiving a Differential Wage Payment from the Employer is treated as an Employee of the Employer.

1.28 Employee Contribution. Employee Contribution means a Participant's after-tax contribution to an Investment Arrangement which the Participant designates as an Employee Contribution at the time of contribution. Neither an Elective Deferral (Pre-Tax or Roth) nor a Mandatory Employee Contribution is an Employee Contribution.

1.29 Employer. Employer means each Signatory Employer, Lead Employer, Related Employer, and Participating Employer as the Plan indicates or as the context requires. The Employer also includes any successor to a Signatory Employer, Lead Employer, or Participating Employer if such Employer agrees to continue to maintain the Plan. Only an Eligible Employer may be the Signatory Employer or Participating Employer.

(A) Signatory Employer. The Signatory Employer is the Employer who establishes a Plan under this Volume Submitter Plan by executing an Adoption Agreement. The Employer for purposes of acting as Plan Administrator, making Plan amendments, restating the Plan, terminating the Plan or performing ERISA settlor functions (or related functions if the Plan is not subject to ERISA), means the Signatory Employer and does not include any Related Employer or Participating Employer. The Signatory Employer also may terminate the participation in the Plan of any Participating Employer upon written notice. The Signatory Employer will provide such notice not less than 30 days prior to the date of termination unless the Signatory Employer determines that the interest of Plan Participants requires earlier termination.

(B) Related Group/Related Employer. A Related Group is a controlled group of corporations (as defined in Code §414(b)), trades or businesses (whether or not incorporated) which are under common control (as defined in Code §414(c)), an affiliated service group (as defined in Code §414(m)) or an arrangement otherwise described in Code §414(o). If the Employer is a governmental employer or a Church, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under IRS Notice 89-23. Each Employer/member of the Related Group is a Related Employer. The term "Employer" includes every Related Employer for purposes of crediting Service and Hours of Service, determining Years of Service and Breaks in Service under Articles 2 and 5, determining Separation from Service, applying the coverage test under Code §410(b), applying the Annual Additions Limit to 403(b) plans and nondiscrimination testing in Article 4, applying the definitions of Employee, HCE, Compensation (except as the Employer may elect in its Adoption Agreement relating to allocations) and Leased Employee, applying the Safe Harbor 403(b) provisions of Article 3, and for any other purpose the Code or the Plan require.

(C) Participating Employer. Participating Employer means a Related Employer (to the Signatory Employer or another Related Employer) which signs the Execution Page of the Adoption Agreement or a Participation Agreement to the Adoption Agreement. Only a Participating Employer (or Employees thereof) may contribute to the Plan. A Participating Employer is an Employer for all purposes of the Plan except as provided in Sections 1.29(A). If Article 10 applies, a Participating Employer includes an unrelated Employer who executes a Participation Agreement. See Section 10.02.

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

1.31 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. An Employee's Entry Date with regard to Elective Deferrals is the date the Employee becomes a Participant with regard to Elective Deferrals under Article 2.

1.32 EPCRS. EPCRS means the IRS' Employee Plans Compliance Resolution System for resolving plan defects, or any successor program.

1.33 ERISA. ERISA means the Employee Retirement Income Security Act of 1974, as amended, and includes applicable DOL regulations.

1.34 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. In Appendix B to its Adoption Agreement, 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 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 apply 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.

(A) 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 Bulletins 2007-02 and 2010-01 or any other applicable DOL guidance. If the Plan intends to qualify for the ERISA Safe

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

Harbor Exemption, the Plan will allocate the responsibility for performing discretionary determinations that will compromise the exemption to persons other than the Employer. See Section 7.01(H). To qualify for the exemption, there can be no Employer contributions other than Elective Deferrals.

1.35 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 with regard to a specific Contribution Type. The Employer must elect any Excluded Employees in accordance with the Adoption Agreement limitations. The Employer in the Adoption Agreement may designate different groups of Excluded Employees for each Contribution Type. The Adoption Agreement may specify that Employees who fail to make an irrevocable election described in Section 1.24(F) are Excluded Employees, either as to the Plan as a whole or as to Employer Contributions.

(A) Collective Bargaining Employees. If the Employer elects in its Adoption Agreement to exclude collective bargaining Employees from eligibility to participate for purposes other than making Elective Deferrals, 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. Regardless of the preceding, the Employer may elect in its Adoption Agreement to exclude collective bargaining Employees from eligibility to participate for purposes of making Elective Deferrals if the Employer maintains another plan that satisfies the universal availability requirements of Code §403(b)(12).

(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. A Reclassified Employee is an Excluded Employee for purposes of Employer Contributions (and for purposes of Elective Deferrals if the Employer is a Church) unless the Employer in Appendix B to its Adoption Agreement elects: (a) to include all Reclassified Employees as Eligible Employees; (b) to include one or more categories of Reclassified Employees as Eligible Employees; or (c) to include Reclassified Employees (or one or more groups of Reclassified Employees) as Eligible Employees as to one or more Contribution Types. A Reclassified Employee is any person the Employer erroneously did not treat as a common law employee and it is later determined (irrespective of a binding determination) that the person should have been treated as a common law employee. A person who is an independent contractor is not an Employee or, absent such later determination, a Reclassified Employee, and therefore may not be an Eligible Employee under this Plan.

(E) Employees who normally work less than 20 hours per week. The Employer in its Adoption Agreement may elect to exclude any Employee who normally works less than 20 hours per week. Under this election, an Employee is excluded from the Plan 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, except as provided below in this Paragraph, the Employee worked less than 1,000 Hours of Service in any preceding Eligibility Computation Period. The provisions of Section 2.02(C) apply by analogy to the determination of Eligibility Computation Periods and Service within an Eligibility Computation Period. The Employer in the Adoption Agreement may select a lesser threshold than 20 hours per week. In that case, the 1,000 Hour of Service requirement will be adjusted pro rata. Except as limited by the following sentence, any Employee who completes more than 1,000 Hours of Service during an Eligibility Computation Period will not be an Excluded Employee under this Section 1.35(E) for any subsequent Plan Year. The preceding sentence does not apply (1) with respect to any contributions if the Employer is a Church other than a Church which has elected to be subject to ERISA, or (2) with respect to Employer Contributions if the Plan is not an ERISA Plan. For purposes of this exclusion, the Plan Administrator may use any reasonable, consistent method of crediting Hours of Service, regardless of the method elected in the Adoption Agreement for other purposes.

(F) Transition rules. Unless the Employer indicates otherwise in Appendix B to 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 began 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.

(G) Per Diem Employees. If the Employer elects in its Adoption Agreement to exclude Per Diem Employees, then Employees who are employed on an as-needed basis by the Employer are excluded.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

1.36 401(m) Plan. 401(m) Plan means the portion, if any, of the 403(b) plan or another plan the Employer establishes, subject to the requirements of Code §401(m).

1.37 403(b) Plan. 403(b) Plan means this 403(b) plan.

1.38 Governmental Plan. Governmental Plan means a plan maintained by a State and described in Code §414(d).

1.39 HCE. HCE means a highly compensated Employee, defined under Code §414(q) as an Employee who during the preceding Plan Year (or in the case of a short Plan Year, the immediately preceding 12 month period) had Compensation in excess of $80,000 (as adjusted by the IRS 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).

(A) Compensation Definition. For purposes of this Section 1.39, "Compensation" means Compensation as defined in Section 4.05(D).

(B) 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 IRS Guidance. 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:

(A) 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 (A) to the Employee for the computation period in which the Employee performs the duties, irrespective of when paid;

(B) 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 (B) 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

(C) 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 (C) 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 (C) 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 (C).

The Plan will not credit an Hour of Service under more than one of the above Paragraphs (A), (B) or (C). 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.

(D) 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.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(a) **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.

(b) **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.).

(E) 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(E) 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(E) 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.

(F) 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 an Annuity Contract used as an Investment Arrangement hereunder.

1.42 Investment Arrangement/Investment Arrangement Documentation. Investment Arrangement means an Annuity Contract or Custodial Account that satisfies the requirements of Treas. Reg. §1.403(b)-3 that is issued or established for funding amounts held under the Plan. Appendix "D" to the Employer's Adoption Agreement is a list of Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements. Investment Arrangement Documentation means the terms and agreements associated with an Investment Arrangement, such as a Custodial Agreement, an Annuity Contract, or other documents that Investment Arrangement Documentation may reference, such as a service agreement. The Investment Arrangement Documentation, excluding those terms that are inconsistent with the Plan or Code §403(b), is hereby incorporated by reference in the Plan. With respect to any Participant, an Investment Arrangement refers to the Investment Arrangement or Investment Arrangements which hold all or part of the Participant's Account.

1.43 IRS. IRS means the Internal Revenue Service. When discussing regulations or other guidance, IRS also includes the United States Treasury. IRS Guidance includes Treasury regulations and other guidance of general applicability appearing in the Internal Revenue Bulletin.

1.44 Leased Employee. 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 4.06 through 4.10. 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 1.44(A), a Leased Employee is an Employee for purposes of nondiscrimination testing under Sections 4.06 through 4.10 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.

(A) Safe Harbor Plan Exception. A Leased Employee is not an employee for purposes of the nondiscrimination requirements of Sections 4.06 through 4.10 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 1.44 in a manner consistent with Code §§414(n) and 414(o).

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

1.45 Limitation Year. The Limitation Year means the Calendar Year. However, if the Participant is in control of an Employer pursuant to Section 4.04, the Limitation Year shall be the Limitation Year in the Defined Contribution Plan controlled by the Participant.

1.46 Mandatory Employee Contributions. A Mandatory Employee Contribution is a pre-tax Employee contribution which the Employee agrees to make as a condition of employment. Mandatory Employee Contributions also include contributions made pursuant to an Employee's irrevocable one-time election, as described in Section 1.24(F). Mandatory Employee Contributions are treated as pretax Nonelective Contributions and are 100% Vested at all times.

1.47 Matching Contribution. Matching Contribution means a fixed or discretionary contribution the Employer makes on account of Elective Deferrals or on account of Employee Contributions. Matching Contributions are limited to contributions made on account of Elective Deferrals or Employee Contributions under this Plan unless otherwise specified by the Employer in its Adoption Agreement. Matching Contributions also include Participant forfeitures allocated on account of such Elective Deferrals or Employee Contributions.

(A) 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 or Employee Contributions eligible for a match.

(B) 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 rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "matching formula"), except as the Employer otherwise elects in its Adoption Agreement.

(C) Regular Matching Contribution. A Regular Matching Contribution is a Matching Contribution which is not a Safe Harbor Matching Contribution or an Additional Matching Contribution.

(D) Basic Matching Contribution. See Section 3.05(E)(4).

(E) Enhanced Matching Contribution. See Section 3.05(E)(6).

(F) Additional Matching Contribution. See Section 3.05(F)(1).

(G) QACA Basic Matching Contribution. See Section 3.05(E)(5).

(H) Safe Harbor Matching Contribution. See Section 3.05(E)(3).

1.48 Nonelective Contribution. Nonelective Contribution means a fixed or discretionary Employer Contribution which is not a Matching Contribution.

(A) Fixed Nonelective Contribution. Fixed Nonelective Contribution means a Nonelective Contribution which the Employer, subject to satisfaction of allocation conditions, if any, must make pursuant to a formula (based on Compensation of Participants who will receive an allocation of the contributions or otherwise) in the Adoption Agreement. See Section 3.04(A)(2).

(B) Discretionary Nonelective Contribution. Discretionary Nonelective Contribution means a Nonelective Contribution which the Employer in its sole discretion elects to make to the Plan. See Section 3.04(A)(1).

(C) 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(E). Nonelective Contributions are not 100% Vested at all times if the Employee has a 100% Vested interest solely because of his/her Years of Service taken into account under 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.

(D) Safe Harbor Nonelective Contribution. See Section 3.05(E)(2).

1.49 NHCE. NHCE means a nonhighly compensated employee, which is any Employee who is not an HCE.

1.50 Participant. Participant means an Eligible Employee who becomes a Participant in accordance with the provisions of Section 2.01. Once an Eligible Employee becomes a Participant, he or she will remain a Participant so long as he or she has an Account in the Plan.

1.51 Participation Agreement. Participation Agreement means the Adoption Agreement page or pages or other separate agreement executed by one or more Related Employers (or in a multiple employer plan, other Eligible Employers) to become a Participating Employer.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(A) Permissible variations of participation agreement. The participation agreement must identify the Participating Employer and the covered Employees and provide for the Participating Employer's signature. In addition, in the participation agreement, the Signatory Employer shall specify which elections, if any, the Participating Employer can modify, and any restrictions on the modifications. Any such modification shall apply only to the Employees of that Participating Employer. The Participating Employer shall make any such modification by selecting the appropriate option on its participation agreement to the Employer's Adoption Agreement. To the extent that the participation agreement does not permit modification of an election, any attempt by a Participating Employer to modify the election shall have no effect on the Plan and the Participating Employer is bound by the Plan terms as selected by the Signatory Employer. If a Participating Employer does not make any permissible participation agreement election modifications, then with regard to any election, the Participating Employer is bound by the Adoption Agreement terms as completed by the Signatory Employer.

1.52 Plan. Plan means the 403(b) Plan established or continued by the Employer in the form of this Volume Submitter Plan, including the Adoption Agreement under which the Employer has elected to establish this Plan. 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 Volume Submitter Plan. All section references within this basic plan document are Plan section references unless the context clearly indicates otherwise. The Plan includes any Appendix permitted by the basic plan document or by the Employer's Adoption Agreement and which the Employer attaches to its Adoption Agreement. The Plan Administrator or others, as described more fully in Section 1.53 may perform any action the Plan is to perform hereunder.

(A) Frozen Plan. See Section 3.01(F).

1.53 Plan Administrator. Plan Administrator means the person, committee, or organization selected in the Adoption Agreement to administer the Plan. If no Plan Administrator is identified in the Adoption Agreement, then the Employer is the Plan Administrator. Functions of the Plan Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Plan Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of Investment Arrangements, written service agreements or other documents under the Plan. For this purpose, an Employee is treated as having a substantial portion of his or her duties devoted to administration of the Plan if the Employee's duties with respect to administration of the Plan are a regular part of the Employee's duties and the Employee's duties relate to Participants and Beneficiaries generally (and the Employee only performs those duties for himself or herself as a consequence of being a Participant or Beneficiary). 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. See Section 7.02(F) regarding delegation of authority in general and Section 7.01(H) regarding delegation of authority if the Employer intends for the Plan to qualify under the ERISA Safe Harbor Exemption.

1.54 Plan Year. Plan Year means the consecutive month period the Employer specifies in its Adoption Agreement.

1.55 Practitioner. The Practitioner means the Volume Submitter Practitioner identified in the heading to the plan.

1.56 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 (if the Plan is an ERISA Plan, and except in accordance with such Regulations) be reduced, eliminated or made subject to Employer discretion.

1.57 Public School. Public School means a State-sponsored Educational Organization.

1.58 QDRO. QDRO means a qualified domestic relations order under Code §414(p). A "domestic relations order" is a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or marital property rights of a spouse or former spouse, child, or other dependent, made pursuant to the domestic relations law of any State.

1.59 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).

1.60 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, except as otherwise set forth in the Adoption Agreement.

1.61 [Reserved]

1.62 Rollover Contribution. A Rollover Contribution means an amount of cash or property (including a Participant loan from another plan subject to the rules of the Vendor) which the Code permits an Eligible Employee or Participant to transfer directly or indirectly to this

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

Plan from another Eligible Retirement Plan (or vice versa) within the meaning of Code §402(c)(8)(B) and Section 6.08(F)(2), except that the Plan may permit an In-Plan Roth Rollover Contribution as provided in Section 3.08(E).

(A) In-Plan Roth Rollover Contribution. An In-Plan Roth Rollover Contribution means a Rollover Contribution to the Plan that consists of a distribution or transfer from a Participant's Plan Account, other than a Roth Deferral Account, that the Participant transfers to the Participant's In-Plan Roth Rollover Contribution Account in the Plan, in accordance with Code §402(c)(4). In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth Deferral Accounts, subject to preservation of Protected Benefits in accordance with clause (c) of Section 3.08(E)(3)(d).

(B) In-Plan Roth Rollover Contribution Account. An In-Plan Roth Rollover Contribution Account is a sub-account the Plan Administrator may establish to account for a Participant's Rollover Contributions attributable to the Participant's In-Plan Roth Rollover Contributions. The Plan Administrator has authority to establish such a sub-account, and to the extent necessary, may establish sub-accounts based on the source of the In-Plan Roth Rollover Contribution. The Plan Administrator will administer an In-Plan Roth Rollover Contribution Account in accordance with Code and the Plan provisions.

1.63 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 3.05.

1.64 Salary Reduction Agreement. A Salary Reduction Agreement means a Participant's written election to reduce his or her Compensation (and have that amount contributed as Elective Deferrals to the Plan).

1.65 Separation from Service/Severance from Employment. "Severance from Employment" or "Separation from Service" occurs when an Employee ceases to be employed by the Employer maintaining the Plan or a Related Employer that is eligible to maintain a section 403(b) Plan under Treas. Reg. §1.403(b)-2(b)(8), even if the Employee remains employed with another entity that is a Related Employer where either (a) such Related Employer is not an Eligible Employer or (b) the Employee is employed or in a capacity that is not employment with an eligible employer.

1.66 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. See Section 1.29(B) related to Service for Related Employers.

(A) Predecessor Employer. A Predecessor Employer is an employer that previously employed one or more of the Employees.

(B) Predecessor Employer Service. If the Employer maintains (by adoption, plan merger or transfer) the plan of a Predecessor Employer, service of the Employee with the Employer.

(C) Elective Service Crediting. Except as provided in Section 1.66(B), the Plan does not credit Service with the 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 Employer Service will enter the Plan in accordance with the provisions of Article 2 as if the Employee were a re-employed Employee on the first day the Plan credits Predecessor Employer Service. If the Employer is an ERISA Plan, then Service crediting under this provision will comply with Treas. Reg. §1.401(a)(4)-11(d)(3).

1.67 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 a Public School Employee, a State includes an Indian tribal government.

1.68 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 403(b) Plan maintained by the Employer in the prior Plan Year.

1.69 Taxable Year. Taxable Year means the taxable year of a Participant.

1.70 Vested. Vested means a Participant or a Beneficiary has an unconditional claim, legally enforceable against the Plan, to the Participant's Accumulated Benefit or to a portion thereof if not 100% vested.

1.71 USERRA. USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

1.72 Vendor. Vendor means the provider of an Annuity Contract or Custodial Account, as the context requires. With regard to an Investment Arrangement, the Vendor is the provider of that Investment Arrangement. With regard to a Participant, the Vendor is the provider of any Investment Arrangement holding an Account for the Participant.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

1.73 Year of 403(b) Service. For purposes of determining Includible Compensation or Special Catch-Up Contributions, Year of 403(b) Service means each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer, determined under Treas. Reg. §1.403(b)-4(e). An Employee's number of Years of 403(b) Service equals the aggregate of such years or parts of years. The work period is the Employer's annual work period.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

ARTICLE 2. 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. The provisions of this Section 2.01(A) apply if the Employer is not a Church or if the Employer does not maintain another plan that satisfies the universal availability requirements of Code §403(b)(12). An Employee, other than an Excluded Employee with regard to Elective Deferrals, becomes a Participant in the Elective Deferral portion of the Plan on the date the Employer provides the Employee a participant notice of the right to defer. The Employer will provide such a notice to the Employee within 30 days after commencement of employment (or, if later, 30 days after the date the Employee ceases to be an Excluded Employee). If the Plan places any restrictions on a Participant's right to make a deferral election, the Participant, at a minimum, must have the right to make an initial deferral election within a 30-day period following the date the notice is provided. In no event may a Participant's deferral election be effective prior to the Effective Date of the Plan. For purposes of this Paragraph, an Employee of a Related Employer that is not a Participating Employer is an Excluded Employee with respect to Elective Deferrals.

(B) Other Contributions. The provisions of this Section 2.01(B) apply to Employer Contributions and Employee Contributions, and do not apply to Elective Deferrals. However, if the Employer is a Church or if the Employer maintains another plan that satisfies the universal availability requirements of Code §403(b)(12), then the provisions of this Section 2.01(B) also 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 (or Elective Deferrals if the Employer is a Church), 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 as provided under Sections 2.02(E), (G), or (H).

(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.

(4) **Special Eligibility Effective Date (Dual Eligibility).** The Employer in its Adoption Agreement may elect to provide a special Effective Date for the Plan's eligibility conditions, with the effect that such conditions may apply only to Employees who are employed by the Employer after a specified date.

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, Mandatory Employee Contributions and Employee Contributions (and, if the Employer is a Church or the Employer maintains another plan that satisfies the universal availability requirements, Elective Deferrals), if any.

(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 if the Plan is an ERISA Plan) 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 2.

(1) **Definition of Eligibility Computation Period.** An Eligibility Computation Period is a 12-consecutive month period.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(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.** See Section 1.31

(2) **Maximum delay in participation.** Except as otherwise provided in Section 2.02(G), 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.

(3) **Months and days.** The Plan Administrator may, on a uniform and consistent basis, apply Plan provisions relating to months based on a 30-day month, or may adopt other reasonable conventions as it may deem beneficial for efficient Plan administration.

(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(D)(2) and (3).

(G) Governmental and Church Plans. The limitations of this Article on age and service requirements and selection of Entry Dates will not apply if the Plan is not an ERISA Plan.

(H) Maximum age for educational institution. If (1) this Plan is maintained exclusively for Employees of an educational organization as defined in Code §170(b)(1)(A)(ii); (2) the Plan does not require more than one Year of Service as a condition for entry; and (3) the Plan provides full vesting after no more than one Year of Service, the maximum age restriction of Section 2.01(B)(1) is applied by substituting "26" for "21."

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 2, 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. On a uniform and nondiscriminatory basis, the Plan Administrator may disregard a Break in Service for an Eligibility Computation Period if the Employee is in service on the last day of that period. If the Plan applies the Elapsed Time Method of crediting Service under Section 1.40(D)(3), a Participant incurs a "Break in Service" if the Participant has a Period of Severance of at least 12 consecutive months.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(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-Participation. The Employer in its Adoption Agreement must elect whether to apply the "one year hold-out" rule under ERISA §202(b)(3). Under this rule, a Participant will incur a suspension of participation in the Plan after incurring a one year Break in Service and the Plan disregards a Participant's Service completed prior to a Break in Service until the Participant completes one Year of Service following the Break in Service. The Plan suspends the Participant's participation in the Plan as of the first day of the Eligibility Computation Period following the Eligibility Computation Period in which the Participant incurs the Break in Service.

(1) **Completion of one Year of Service.** If a Participant completes one Year of Service following his/her Break in Service, the Plan restores the Participant's pre-break Service and the Participant resumes active participation in the Plan retroactively to the first day of the Eligibility Computation Period in which the Participant first completes one Year of Service following his/her Break in Service.

(2) **Eligibility Computation Period.** The Plan Administrator measures the Initial Eligibility Computation period under this Section 2.03(D) from the date the Participant first receives credit for an Hour of Service following the one year Break in Service. The Plan Administrator measures any Subsequent Eligibility Computation Periods, if necessary, in a manner consistent with the Employer's Eligibility Computation Period election in its Adoption Agreement, using the Re-Employment Commencement Date in determining the Anniversary Year if applicable.

(3) **Limited to separated Employees.** The one year hold-out rule will only apply to a Participant who has incurred a Separation from Service.

(4) **Application to Employee who did not enter.** The Plan Administrator also will apply the one year hold-out rule, if applicable, to an Employee who satisfies the Plan's eligibility conditions, but who incurs a Separation from Service and a one year Break in Service prior to becoming a Participant.

(5) **No effect on vesting or Earnings.** This Section 2.03(D) does not affect a Participant's vesting credit under Article 5 and, during a suspension period, the Participant's Account continues to share fully in Earnings under Article 7.

(6) **No restoration under two year break rule.** The Plan Administrator in applying this Section 2.03(D) does not restore any Service disregarded under the Break in Service rule of Section 2.03(B).

(7) **No application to Elective Deferrals.** If the Employer in its Adoption Agreement elects to apply the Section 2.03(D) one year hold-out rule, the Plan Administrator will not apply such provisions to the Elective Deferral portion of the Plan.

(E) Rule of Parity – Participation. For purposes of Plan participation, the Plan does not apply the "rule of parity" under ERISA §202(b)(4), unless the Employer in Appendix B to its Adoption Agreement elects to apply the rule of parity.

2.04 PARTICIPATION UPON RE-EMPLOYMENT. The provisions of Paragraphs (A), (B), and (C) of this Section 2.04 apply to Employer Contributions, Employee Contributions and (if the Employer is a Church), Elective Deferrals. 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), unless the Employer is a Church.

(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.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

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. Although the provisions of this Section describe exclusion from the Plan as a whole, the Plan Administrator will apply the principles of this Section as appropriate to an individual excluded from one or more Contribution Types, as authorized in Section 1.35.

(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, unless permitted by the Vendor, 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 5 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 7.

(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, he/she will participate immediately in 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 5 for each included vesting Year of Service, notwithstanding the Employee's Excluded Employee status.

2.06 TERMINATION OF PARTICIPATION. Once an Eligible Employee becomes a Participant, he or she will continue to be a Participant until the Plan distributes the Participant's entire Account Balance.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

ARTICLE 3. 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 an Investment Arrangement for any Plan Year to the extent the contribution would exceed any Article 4 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 in accordance with the provisions of Section 1.11(E).

(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 the relevant Investment Arrangement Documentation or the Code, the Employer may make an Employer Contribution to the Plan for 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 (or, if applicable, directly to the Participant) the amount of the Employer Contribution made by the Employer by mistake of fact. If the Plan is an ERISA Plan, 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 adjust the amount of the Employer Contribution returnable under this Section 3.01(E) for any Earnings 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 can be returned consistent with the Code.

(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. The Plan provisions, other than those requiring contributions, 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. If the Employer in its Adoption Agreement elects to permit Elective Deferrals, the provisions of this Section 3.02 will apply. 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). 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.

(A) Administrative provisions. The Salary Reduction Agreement shall be made through a form provided by, and filed with, the Plan Administrator or its designated agent. The Employee's elections with respect to Investment Arrangements and allocations (and reallocations) among Accounts, if not included in the Salary Reduction Agreement, shall be included in other records maintained under the Plan.

(1) **Minimum/Maximum Amount.** The Salary Reduction Agreement may establish an annual minimum deferral amount no higher than $200, and may change such minimum to a different amount (but not in excess of $200) from time to time. The Salary Reduction Agreement may also establish a uniform maximum deferral limit in the Salary Reduction Agreement.

(2) **Termination.** Any election on a Salary Reduction Agreement shall remain in effect until a new election is filed or the election is revoked or cancelled. The termination of a Participant's employment automatically revokes the Participant's election with regard to Compensation earned after the Participant is rehired.

(3) **Effective Date.** A Salary Reduction Agreement may not be effective earlier than the following date which occurs last: (1) under Article 2, 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

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

of the 403(b) Plan. Subject to these limitations, the Salary Reduction Agreement shall be effective as soon as administratively practical after execution.

(4) **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 or to such Elective Deferral Compensation as the Salary Reduction Agreement indicates, including any Participant elections made in the Salary Reduction Agreement. Also see Section 1.11(G) relating to non-cash Compensation. Participants may not make Elective Deferrals from amounts that are not Code §415 Compensation under Section 4.05(D). In addition, a Participant may not make Elective Deferrals from amounts which are not Compensation under Section 1.11 even if 415 Compensation is more inclusive. In determining Compensation from which a Participant may make Elective Deferrals, the Compensation dollar limitation described in Section 1.11(E) does not apply.

(5) **Additional Rules.** The Plan Administrator 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, including but not limited to those regarding the timing, frequency and mechanics of changing or revoking a Salary Reduction Agreement or any uniform limitations with regard to deferrals in addition to those otherwise provided in the Plan. Any such rules and restrictions must be consistent with the Plan and with the Code. The Plan Administrator may provide more than one Salary Reduction Agreement form for use in specific situations.

(B) Automatic Deferrals. The Employer in its Adoption Agreement will elect whether to apply or not apply the Automatic Deferral provisions. The Employer may elect the Automatic Deferral provisions under Section 3.02(B)(1) (an ACA), Section 3.02(B)(2) (an EACA), or Section 3.02(B)(3) (a QACA). If the QACA provisions apply, the safe harbor provisions of Section 3.05(J) and EACA provisions of Section 3.02(B)(2) also apply. The Plan Administrator will treat Automatic Deferrals as Elective Deferrals for all purposes under the Plan, including application of limitations, nondiscrimination testing and distributions. If the Employer in its Adoption Agreement has elected to permit Roth Deferrals, Automatic Deferrals are Pre Tax Deferrals unless the Employer in Appendix B to its Adoption Agreement elects otherwise. Automatic Deferrals will not apply to a Participant until after the Participant has had a reasonable period of time after being informed of the automatic deferral procedure to make a Contrary Election (and, if applicable, an investment election).

(1) **Automatic Contribution Arrangement (ACA).** If the Employer elects in its Adoption Agreement, the Employer maintains a Plan with Automatic Deferral provisions as an Automatic Contribution Arrangement ("ACA"), effective as of the date the Employer elects in the Adoption Agreement, and the provisions of this Section 3.02(B)(1) will apply.

(a) **Participants subject to ACA.** The Employer in its Adoption Agreement will elect which Participants are subject to the ACA Automatic Deferral on the Effective Date thereof, including some or all current Participants and those Employees who become Participants after the ACA Effective Date.

(b) **Effect of Contrary Election.** 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 modifies the Contrary Election. A Participant's Contrary Election continues in effect until the Participant subsequently changes his/her Salary Reduction Agreement or the Salary Reduction Agreement is revoked.

(2) **Eligible Automatic Contribution Arrangement (EACA).** If the Employer elects in its Adoption Agreement, the Employer maintains a Plan with Automatic Deferral provisions as an Eligible Automatic Contribution Arrangement ("EACA"), effective as of the date the Employer elects in its Adoption Agreement and the provisions of this Section 3.02(B)(2) will apply.

(a) **Participants subject to EACA.** The Employer in its Adoption Agreement will elect which Participants are subject to the EACA Automatic Deferral on the Effective Date thereof which may include some or all current Participants or may be limited to those Employees who become Participants after the EACA Effective Date.

(i) **EACA Effective Date.** EACA Effective Date means the date on which the EACA goes into effect, either as to the overall Plan or as to an individual Participants as the context requires. An EACA becomes effective as to the Plan as of the date the Employer elects in its Adoption Agreement. A Participant's EACA Effective Date is as soon as practicable after the Participant is subject to Automatic Deferrals under the EACA, consistent with the objective of affording the Participant a reasonable period of time after receipt of the EACA notice to make a Contrary Election (and, if applicable, an investment election).

(b) **Uniformity.** The Automatic Deferral Percentage must be a uniform percentage of Compensation. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan applies any of the following provisions:

(i) **Years of participation.** The Automatic Deferral Percentage varies based on the number of Plan Years (or portions of years) the Participant has participated in the Plan while the Plan has applied EACA provisions;

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(ii) **No reduction from prior default percentage.** The Employer elects in the Adoption Agreement not to apply Automatic Deferrals to a Participant whose Elective deferrals immediately prior to the EACA's Effective Date were higher than the Automatic Deferral Percentage;

(iii) **Applying statutory limits.** The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code §§402(g) (determined without regard to Age 50 Catch-Up Deferrals), or 415;

(iv) **No deferrals during hardship suspension.** The Plan does not apply the Automatic Deferral during the period of suspension, if so required under the Plan's hardship distribution provisions, of Participant's right to make Elective Deferrals to the Plan following a hardship distribution; or

(v) **Disaggregated groups.** The Plan applies different Automatic Deferral Percentages to different groups if the groups can be disaggregated under Treas. Reg. §1.410(b)-7.

(c) **EACA notice.** The Plan Administrator annually will provide a notice to each Covered Employee within a reasonable period prior to each Plan Year the Employer maintains the Plan as an EACA ("EACA Plan Year").

(i) **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.

(ii) **Mid-year notice/new Participant or Plan.** If: (A) an Employee becomes eligible to make Elective Deferrals in the Plan during an 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. However, if it is not practicable for the Plan Administrator to provide the notice on or before the date an Employee becomes a Participant, then the notice nonetheless will be treated as provided timely if the Plan Administrator provides the notice as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.

(iii) **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.

(d) **EACA permissible withdrawal.** The Employer will elect in its Adoption Agreement whether 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 3.02(B)(2)(d). Any distribution made pursuant to this Section will be processed in accordance with normal distribution provisions of the Plan.

(i) **Amount.** If a Participant elects a permissible withdrawal under this Section 3.02(B)(2)(d), then the Plan must make a distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for Earnings to the date of the distribution). The Plan may account separately for Automatic Deferrals, in which case the Plan will distribute the entire Account. If the Plan does not account separately for the Automatic Deferrals, then the Plan must determine Earnings in a manner similar to the rules provided in Treas. Reg. §1.401(k)-2(b)(2)(iv) for the distribution of excess contributions in a 401(k) plan.

(ii) **Fees.** Notwithstanding Section 3.02(B)(2)(d)(i), the Plan Administrator may reduce the permissible withdrawal amount by any generally applicable fees. However, the Plan may not charge a greater fee for distribution under this Section 3.02(B)(2)(d)(ii), than applies to other distributions. The Plan Administrator may adopt a policy regarding charging such fees consistent with this Paragraph.

(iii) **Timing.** The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days, or such shorter period as the Employer specifies in its Adoption Agreement (but not less than 30 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. For purposes of the preceding sentence, EACAs under the Plan are aggregated, except that the mandatory disaggregation rules of Code §410(b) apply. In addition, a Participant's withdrawal right is not restricted due to the Participant making a Contrary Election during the 90-day period (or shorter period as the Employer specifies in its Adoption Agreement).

(iv) **Rehired Employees.** For purposes of Section 3.02(B)(2)(b)(i), the Plan will treat an Employee who for an entire Plan Year did not have contributions made pursuant to a default election under the EACA as having not had such contributions for any prior Plan Year as well.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(v) **Effective date of the actual withdrawal election.** The effective date of the permissible withdrawal will be as soon as practicable, but in no event later than the earlier of: (A) the pay date of the second payroll period beginning after the Participant makes the election; or (B) the first pay date that occurs at least 30 days after the Participant makes the election. The election also will be deemed to be the Participant's Contrary Election to have no Elective Deferrals made to the Plan. However, the Participant may subsequently make a deferral election hereunder.

(vi) **Related Matching Contributions.** The Plan Administrator will not take into account any deferrals withdrawn pursuant to this Section 3.02(B)(2)(d) in computing and allocating Matching Contributions. If the Employer already has allocated Matching Contributions to the Participant's account with respect to Elective Deferrals being withdrawn pursuant to this Section, the Plan must forfeit the Matching Contributions, as adjusted for Earnings.

(vii) **Treatment of withdrawals.** With regard to Elective Deferrals withdrawn pursuant to this Section 3.02(B)(2)(d): (A) the Plan Administrator will disregard such Deferrals for purposes of the Elective Deferral Limit under Section 4.10(A); and (B) such Deferrals are not subject to the consent requirements of Code §§401(a)(11) or 417. The Plan Administrator will disregard any Matching Contributions forfeited under Section 3.02(B)(2)(d)(vi) in the ACP test (if applicable) under Section 4.10(B).

(e) **Effect of Contrary Election/Covered Employee status.** A Participant's Contrary Election continues in effect until the Participant subsequently revokes or modifies his/her Salary Reduction Agreement, or the Contrary Election expires. 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 the Contrary Election or the Contrary Election expires, unless the Participant is a Covered Employee.

(i) **Covered Employee.** A Covered Employee is a Participant who is subject to the EACA. The Employer in its Adoption Agreement will elect whether a Participant who makes a Contrary Election is a Covered Employee. A Covered Employee must receive the annual EACA notice even though the Participant's Contrary Election remains in effect. In addition, a Covered Employee who revokes his/her Contrary Election or whose Contrary Election expires, is thereafter immediately subject to the EACA Automatic Deferral.

(3) **Qualified Automatic Contribution Arrangement (QACA).** If the Employer elects in its Adoption Agreement, the Employer maintains a Plan with Automatic Deferral provisions as a Qualified Automatic Contribution Arrangement ("QACA"), effective as of the date the Employer elects in its Adoption Agreement and the provisions of this Section 3.02(B)(3) and of Section 3.05(J) will apply. If this Plan is a QACA, then the Employer may elect in its Adoption Agreement to provide EACA permissible withdrawals, as described in Section 3.02(B)(2)(d).

(a) **Participants subject to QACA.** The Employer in its Adoption Agreement will elect which Participants are subject to the QACA Automatic Deferral on the Effective Date thereof including some or all current Participants and those Employees who become Participants after the QACA Effective Date. The Employer must elect to apply the QACA Automatic Deferral at least to those Participants as of the QACA Effective Date who do not have in effect a Salary Reduction Agreement and may also elect to apply the QACA Automatic Deferral to such Participants who have an existing Salary Reduction Agreement in effect as provided in the Adoption Agreement.

(i) **QACA Effective Date.** QACA Effective Date means the date on which the QACA goes into effect, either as to the overall Plan or as to an individual Participant as the context requires. A QACA becomes effective as to the Plan as of the date the Employer elects in its Adoption Agreement. A Participant's QACA Effective Date is as soon as practicable after the Participant is subject to Automatic Deferrals under the QACA, consistent with the objective of affording the Participant a reasonable period of time after receipt of the QACA notice to make a Contrary Election (and, if applicable, an investment election). However, in no event will the Automatic Deferral be effective later than the earlier of: (1) the pay date for the second payroll period that begins after the date the QACA safe harbor notice (described in Section 3.05(H)) is provided to the Employee, or (2) the first pay date that occurs at least 30 days after the QACA safe harbor notice is provided to the Employee.

(b) **QACA Automatic Deferral Percentage.** Except as provided in Section 3.02(B)(3)(c) (relating to uniformity requirements), the Plan must apply to all Participants subject to the QACA as described in Section 3.02(B)(3)(a), a uniform Automatic Deferral Percentage, as a percentage of each Participant's Compensation, which does not exceed 10%, and which is at least the following minimum amount:

(i) **Initial period.** 3% for the period that begins when the Participant first has contributions made pursuant to a default election under the QACA and ends on the last day of the following Plan Year;

(ii) **Third Plan Year.** 4% for the third Plan Year of QACA participation;

(iii) **Fourth Plan Year.** 5% for the fourth Plan Year of QACA participation; and

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(iv) **Fifth and later Plan Years.** 6% for the fifth Plan Year of the Participant's participation in the QACA and for each subsequent Plan Year.

For purposes of this Section 3.02(B)(3)(b), the Plan will treat a Participant who for an entire Plan Year did not have Automatic Deferral contributions made under the QACA as not having made such contributions for any prior Plan Year.

(c) **Uniformity.** The uniformity provisions of Section 3.02(B)(2)(b) applicable to an EACA, also apply to a QACA.

(d) **QACA Notice.** See Section 3.05(H)(5) as to QACA notice provisions.

(e) **Effect of Contrary Election and termination of Election.** A Participant's Contrary Election continues in effect until a Participant modifies or revokes the Election, or until the Election expires. A Participant who revokes his/her Contrary Election or whose Contrary Election expires, is thereafter immediately subject to the QACA Automatic Deferral.

(4) **Automatic Contribution Definitions.** The following definitions apply to all Automatic Contribution Arrangements under this Section 3.02(B):

(a) **Automatic Deferral.** An Automatic Deferral is an Elective Deferral that results from the operation of Section 3.02(B)(1), Section 3.02(B)(2) or Section 3.02(B)(3). Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Percentage or Amount the Compensation of each Participant subject to the Automatic Deferral, except those Participants who timely make a Contrary Election.

(b) **Automatic Deferral Percentage/Increases.** The Automatic Deferral Percentage is the percentage of Automatic Deferral which the Employer elects in its Adoption Agreement including any scheduled increase to the Automatic Deferral Percentage which the Employer may elect. If a Participant subject to the Automatic Deferral elected, before the Effective Date of the Automatic Deferral, to defer an amount which is less than the Automatic Deferral Percentage the Employer has elected in its Adoption Agreement, the Automatic Deferral Percentage includes only the incremental percentage amount necessary to increase the Participant's Elective Deferral to equal the Automatic Deferral Percentage, including any scheduled increases thereto. See Section 3.02(B)(3)(b) as to the QACA required Automatic Deferral Percentage.

(c) **Compensation.** Compensation means nondiscriminatory Compensation as described in Section 1.11(F) provided that the Employer in its Adoption Agreement may not elect to limit NHCE Compensation to a specified dollar amount.

(d) **Contrary Election.** A Contrary Election is a Participant's election made after the ACA, EACA or QACA Effective Date not to defer any Compensation or to defer an amount which is more or less than the Automatic Deferral Percentage.

(e) **Contrary Election Effective Date.** A Participant's Contrary Election generally is effective as of the first administratively feasible payroll period which follows the payroll period in which the Participant makes the Contrary Election. However, a Participant may make a Contrary Election which is effective: (i) 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 (ii) 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.

(C) Elective Deferrals as Employer Contributions. Where the context requires under the Plan, Elective Deferrals are Employer Contributions except: (1) under Section 3.04 relating to allocation of Employer Contributions; (2) under Section 3.06 relating to allocation conditions; and (3) under Section 5.03 relating to vesting.

(D) Qualified Organization Catch-Up. If the Employer is a Qualified Organization, the Employer in its Adoption Agreement may elect to permit a Qualified Participant to make a Qualified Organization Catch-Up Deferral under this Section 3.02(D). Qualified Organization Catch-Up Deferrals are not subject to the Elective Deferral Limit of Section 4.10(A).

(1) **Definition of Qualified Organization Catch-Up Deferral.** For any calendar year in which an Employee has completed at least 15 Years of 403(b) 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 Qualified Organization Catch-up Deferrals for prior Taxable Years; (3) or the excess of $5,000 multiplied by the number of Years of 403(b) Service of the Employee with the Qualified Organization, over the Employee's deferral contributions made for prior Taxable Years pursuant to Code §§401(k), 408(k)(6), 408(p) or 403(b) other than deferrals under Code §414(v).

(2) **Definition of Qualified Organization.** For purposes of this Section 3.02(D), a "Qualified Organization" has the same meaning as provided in Treas. Reg. §1.403(b)-4(c)(3)(ii). This includes an educational organization described in Code §170(b)(1)(A)(ii), a hospital, a health and welfare service agency (including a home health service agency), a Church- Related Organization, or any organization described in Code §414(e)(3)(B)(ii). All entities that are in a Church-Related Organization

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

or an organization controlled by a Church-Related Organization under Code §414(e)(3)(B)(ii) are treated as a single Qualified Organization (so that Years of 403(b) Service and any Qualified Organization Catch-Up Deferrals previously made for a Qualified Participant for a church or other entity within a Church-Related Organization or an organization controlled by the Church-Related Organization are taken into account for purposes of applying this Section 3.02(D) to the Employee with respect to any other entity within the same Church-Related Organization or organization controlled by a Church-Related Organization).

(3) **Definition of Qualified Participant.** For purposes of this Section 3.02(D), a "Qualified Participant" means a Participant who has completed at least 15 Years of 403(b) Service with the Qualified Organization.

(4) **Application of Annual Additions Limit.** A Qualified Organization Catch-Up Deferral is subject to the Annual Additions Limit in Section 4.05(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.

(6) **Denominational Service.** For purposes of this Section (D), if the Employer is a Church-Related Organization, Denominational Service counts as service with the Qualified Organization in determining a Year of 403(b) Service.

(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 4.05(B); or (c) the Elective Deferral Limit under Section 4.10(A).

(3) **Limit on Age 50 Catch-Up Deferrals.** A Participant's Age 50 Catch-Up Deferrals for a Taxable Year may not exceed the lesser of: (a) 100% of the Participant's Compensation for the Taxable Year when added to the Participant's other Elective Deferrals; or (b) the Catch-Up Deferral dollar limit in effect for the Taxable Year ($6,000 for 2017).

(4) **Adjustment after 2017.** After the 2017 Taxable Year, the IRS 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 4.05(B); or (b) subject to the Elective Deferral Limit under Section 4.10(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 of Treas. Reg. §1.414(v)-1(e). If the Employer maintains more than one applicable plan within the meaning of Treas. Reg. §1.414(v)-1(g)(1), and any of the applicable plans permit 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 Catch-Up Deferrals. Any Plan-imposed limit that is based on total Elective Deferrals including Catch-Up Deferrals may not be less than 75% of a Participant's gross Compensation. This Section 3.02(E)(6) will not apply if the Employer is a Church.

(F) Roth Deferrals. 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 indicates 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 Investment Arrangement. Any Roth Elective Deferrals under an Investment Arrangement will be allocated to a separate Account maintained under the Investment Arrangement for the Participant's Roth Elective Deferrals.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(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, provided; however, that a Pre-Tax Deferral may be converted to a Roth Deferral by means of an In-Plan Roth Rollover under Section 3.08(E).

(G) Automatic Escalation. The Employer in its Adoption Agreement will elect whether to apply the Automatic Escalation provisions of this Section 3.02(G) to Salary Reduction Agreements. Such provisions shall apply to affirmative deferral elections and will not apply to Participants for whom the Employer is withholding Automatic Deferrals under Section 3.02(B). In its Adoption Agreement, the Employer will specify the Participants to whom Automatic Escalation applies, the amount by which the Elective Deferrals will increase, and the timing of the increase.

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 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 or Elective Deferrals 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 Pre-Entry Compensation. Unless otherwise specified in Appendix B to the Adoption Agreement, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions only if the Elective Deferrals were made after the Participant became eligible for the match. An Employee becomes "eligible for the match" when the Employee becomes a Participant in the Matching Contribution portion of the Plan.

(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 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 or formulas. See Section 1.47(B).

(3) **Roth Deferrals.** Unless the Employer elects otherwise in its Adoption Agreement, the Employer's Matching Contributions apply in the same manner to Roth Deferrals as they apply to Pre-Tax Deferrals.

(4) **Contribution timing.** Except as described in Section 3.05 regarding a 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 4.10(B)(5)(d)(iii).

(5) **Participating Employers.** If any Participating Employers contribute Matching Contributions to the Plan, the Employer in its Adoption Agreement must elect whether the Plan Administrator will allocate Matching 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 Matching Contributions under this Section 3.03(A)(5) also applies to the allocation of any forfeiture attributable to Matching Contributions and which the Plan allocates to Participants.

(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. The Employer's election to match Catch-Ups may apply to Age 50 Catch-Ups, or to Qualified Organization Catch-Ups, or to both. Regardless of the Employer's Adoption Agreement election, in a Safe Harbor 403(b) Plan, the Plan will match Catch-Up Deferrals.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

3.04 NONELECTIVE CONTRIBUTIONS. This Section applies to Nonelective Contributions. Except as provided in Section 3.04(D), the provisions of this Section with regard to Nonelective Contributions for a Plan Year are limited to Participants who have Compensation for the Plan Year. Section 3.04(D) describes contributions for former Employees who have Deemed Includible Compensation.

(A) Amount and Type. The Employer in its Adoption Agreement must elect the type and amount of Nonelective Contributions.

(1) **Discretionary Nonelective Contribution.** The Employer in its Adoption Agreement may elect to make Discretionary Nonelective Contributions.

(2) **Fixed Nonelective.** The Employer in its Adoption Agreement may elect to make Fixed Nonelective Contributions. The Employer must specify the time period to which any fixed contribution formula will apply (which is deemed to be the Plan Year if the Employer does not so specify) and must elect the allocation method which may be the same as the contribution formula or may be a different allocation method under Section 3.04(B).

(3) **Mandatory Employee Contributions.** The Employer in its Adoption Agreement may require Mandatory Employee Contributions of some or all Participants either as a condition of employment or through an irrevocable one-time election described in Section 1.24(F). The Employer must specify the time period to which any Mandatory Employee Contribution formula will apply (which is deemed to be the Plan Year if the Employer does not so specify). Any such contribution will be allocated as a Nonelective Contribution to the Account of the Participant who made it. Such amounts will be fully Vested and will not be subject to the allocation conditions of Section 3.06.

(4) **Participating Employers.** If any Participating Employers contribute Nonelective 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 Contribution formulas under Section 3.04(A) and allocation methods under Section 3.04(B) than the Signatory Employer; and (b) whether, under Section 3.04(B), the Plan Administrator will allocate Nonelective 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 Contributions under this Section 3.04(A)(4) also applies to the allocation of any forfeiture attributable to Nonelective Contributions and which the Plan allocates to Participants.

(B) Method of Allocation. The Employer in its Adoption Agreement must specify the method of allocating Nonelective Contributions to the Plan. The Plan Administrator will apply this Section 3.04(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 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 1.11 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 3.04(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 (or other applicable period) bears to the total Compensation of all Participants for the Plan Year (or other applicable period).

(2) **Permitted disparity allocation formula.** The Employer in its Adoption Agreement may elect a permitted disparity formula, providing allocations described in (a) below.

(a) **Two-tiered formula**.

(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 3.04(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.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(b) **Maximum disparity table.** For purposes of the permitted disparity allocation formulas under this Section 3.04(B)(2), the applicable percentage is:

Integration level % of Taxable Wage Base	Applicable %
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%

For this purpose, the Taxable Wage Base is the contribution and benefit base under section 230 of the Social Security Act in effect at the beginning of the Plan Year. The integration level is the uniform amount specified in the Employer's Adoption Agreement.

(c) **Overall permitted disparity limits**.

(i) **Annual overall permitted disparity limit.** Notwithstanding Section 3.04(B)(2)(a), for any Plan Year the Plan benefits any Participant who benefits under another plan 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 3.04(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 in accordance with Treas. Reg. §1.410(b)-3(a).

(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) **Classifications allocation formula.** The Employer in its Adoption Agreement may elect to specify classifications of Participants to whom the Plan Administrator will allocate any Employer Contribution.

(a) **Classifications.** The Employer may elect to specify any number of classifications and a classification may consist of any number of Participants. The Employer also may elect to put each Participant in his/her own classification.

(b) **Allocation of contribution within classifications.** The Plan Administrator will apportion the Employer Contribution for a Plan Year to the classifications as the Employer designates in writing at the time that the Employer makes the contribution. If there is more than one Participant in a classification, the Plan Administrator will allocate the Employer Contribution for the Plan Year within each classification as the Employer elects in its Adoption Agreement which may be: (i) in the same ratio that each Participant's Compensation for the Plan Year bears to the total Plan Year Compensation for all Participants within the same classification (pro rata); or (ii) the same dollar amount to each Participant within a classification.

(c) **Shifting classifications within the Plan Year.** If a Participant during a Plan Year shifts from one classification to another, the Plan Administrator will apportion the Participant's allocation for each classification pro rata based on the Participant's Compensation for the part of the Plan Year the Participant was a member of the classification, unless the Employer in Appendix B to its Adoption Agreement: (i) specifies apportionment based on the number of months or days a Participant spends in a classification; or (ii) elects that the Employer in a nondiscriminatory manner will direct the Plan Administrator as to which classification the Participant will participate in during that entire Plan Year.

(4) **Age-based allocation formula.** The Employer in its Adoption Agreement may elect an age-based allocation formula. The Plan Administrator will allocate the Employer Contribution for the Plan Year in the same ratio that each Participant's Benefit

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

Factor for the Plan Year bears to the sum of the Benefit Factors of all Participants for the Plan Year. As such, the total Employer Contribution will be allocated to each Participant sharing in the allocation such that the equivalent benefit accrual rate for each such Participant is identical.

(a) **Definition of Benefit Factor.** A Participant's Benefit Factor is his/her Compensation for the Plan Year multiplied by the Participant's Actuarial Factor.

(b) **Definition of Actuarial Factor.** A Participant's Actuarial Factor is the factor that the Plan Administrator establishes based on the interest rate and mortality table the Employer elects in its Adoption Agreement. If the Employer elects to use the UP-1984 table, a Participant's Actuarial Factor is the factor in Table I of Appendix C to the Adoption Agreement or is the product of the factors in Tables I and II of Appendix C to the Adoption Agreement if the Plan's Normal Retirement Age is not age 65. If the Employer in its Adoption Agreement elects to use a table other than the UP-1984 table, the Plan Administrator will determine a Participant's Actuarial Factor in accordance with the designated table (which the Employer will attach to the Adoption Agreement as a substituted Appendix C) and the Adoption Agreement elected interest rate.

(5) **Incorporation of fixed formula.** The Employer in its Adoption Agreement may elect to allocate Employer Contributions in accordance with the Plan's fixed Employer Contribution formula. In such event, the Plan Administrator will allocate the Employer Contributions for a Plan Year in accordance with the Fixed Nonelective or other Employer Contribution formula. See Section (A)(3) regarding the allocation of Mandatory Employee Contributions.

(C) QNEC. The provisions of this Section 3.04(C) apply to QNEC contributions other than Safe Harbor Nonelective Contributions described in Section 3.05(E)(2).

(1) **Plan-Designated QNEC.** The Employer in its Adoption Agreement will elect whether or not to treat some or all Nonelective Contributions as a QNEC ("Plan-Designated QNEC"). If the Employer elects any Plan-Designated QNECs, the Employer in its Adoption Agreement will elect whether to allocate a Plan-Designated QNEC to all Participants or only to NHCE Participants and the Employer in its Adoption Agreement also must elect a QNEC allocation method as follows: (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 subject to the testing limitations of Section 3.04(C)(5). The Plan Administrator will allocate a QNEC under this Section 3.04(C)(1) only to those Participants who have satisfied eligibility conditions under Article 2 to receive Nonelective Contributions (or if applicable, to QNECs) and who have satisfied any allocation conditions under Section 3.06 the Employer has elected in the Adoption Agreement as applicable to QNECs.

(2) **Operational QNEC.** The Employer, to facilitate the Plan Administrator's correction of test failures under Section 4.10 (or to lessen the degree of such failures), but only if the Plan is using Current Year Testing, also may make Discretionary Nonelective Contributions as QNECs to the Plan ("Operational QNEC"), irrespective of whether the Employer in its Adoption Agreement has elected to provide for any Nonelective Contributions or Plan-Designated QNECs. The Plan Administrator, in its discretion, will allocate the Operational QNEC, but will limit the allocation of any Operational QNEC only to some or all NHCE Participants who are ACP Participants under Section 4.11(A). The Plan Administrator operationally must elect whether to allocate an Operational QNEC to NHCE ACP 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 3.04(C)(5). The Plan Administrator may allocate an Operational QNEC to any NHCE ACP Participants even if such Participants have not satisfied any eligibility conditions under Article 2 applicable to Nonelective Contributions (including QNECs) or have not satisfied any allocation conditions under Section 3.06 applicable to Nonelective Contributions (or to QNECs). Where the Plan Administrator disaggregates the Plan for coverage and for nondiscrimination testing under the "otherwise excludible employees" rule described in Section 4.06(C), the Plan Administrator also may limit the QNEC allocation to those NHCEs in any disaggregated "plan" which actually is subject to ACP testing (because there are HCEs in that disaggregated plan).

(3) **Reverse QNEC allocation.** Under the reverse QNEC allocation method, the Plan Administrator, 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. The amount of the QNEC allocated to any Participant will not exceed the targeting limitations described in Sections 3.04(C)(5) and 4.10(C).

(4) **Separate Account.** 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).

(5) **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 (C), on whether a Participant has made Elective Deferrals. The nondiscrimination testing of QNECs also is subject to the targeting limitations of Section 4.10(C). The Employer will not make an Operational QNEC in an amount which exceeds the targeting limitations.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(D) Former Employees. If the Employer elects in its Adoption Agreement, the Employer may make Nonelective Contributions with respect to one or more former Employees who have Separated from Service and have Deemed Includible Compensation. The Employer in its Adoption Agreement must elect the contribution and which Participants shall be entitled to receive the Nonelective Contribution. If the Employer elects the discretionary contribution, then the Plan Administrator will allocate the contribution in accordance with the principles of Section (B)(3), treating each such former Employee as being in a separate classification. The allocation conditions of Section 3.06 will not apply to contributions made pursuant to this Section and the former Employee will be fully Vested in such contributions. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee Separated from Service.

3.05 SAFE HARBOR 403(b) CONTRIBUTIONS. The Employer in its Adoption Agreement may elect to apply to its Plan the safe harbor provisions of this Section 3.05.

(A) Prior Election and Notice/12 Month Plan Year. Except as otherwise provided in this Plan an Employer: (i) prior to the beginning of the Plan Year to which the safe harbor provisions apply, must elect the safe harbor plan provisions of this Section 3.05; (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 403(b) Plan in a short Plan Year: (a) as provided in Sections 3.05(I)(3) or (5), 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 403(b) 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 3.05(I)(6).

(B) Effect/Remaining Terms/Testing Status. The provisions of this Section 3.05 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 403(b) Plan. An Employer which elects and operationally satisfies the safe harbor provisions of this Section 3.05 for a Plan Year is not subject to the nondiscrimination provisions of Section 4.10(B) (ACP test) for that Plan Year. If the Plan is a Safe Harbor 403(b) Plan, for purposes of testing in future (non-safe harbor) Plan Years, the Plan in the safe harbor Plan Year is deemed to be using Current Year Testing as to the ACP test. If a Safe Harbor 403(b) Plan is subject to Sections 3.05(I)(1) or (2), the Plan in such Plan Year is deemed to be using Current Year Testing for the ACP test.

(C) Compensation for Allocation. In allocating Safe Harbor Contributions and Additional Matching Contributions that satisfy the ACP test safe harbor under Section 3.05(G) and for Elective Deferral allocation under this Section 3.05, the following provisions apply:

(1) **Safe Harbor and Additional Matching allocation.** For purposes of allocating the Employer's Safe Harbor Contributions and ACP test safe harbor Additional Matching Contributions, if any, Compensation is limited as described in Section 1.11(E) and the Employer must elect under its Adoption Agreement a nondiscriminatory definition of Compensation as described in Section 1.11(F). The Employer in its Adoption Agreement may not elect to limit NHCE Compensation to a specified dollar amount, except as required under Section 1.11(E).

(2) **Deferral allocation.** An Employer in its Adoption Agreement may elect to limit the type of Compensation from which a Participant may make an Elective Deferral to any reasonable definition. The Employer in its Adoption Agreement 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 available under the Plan and may defer any lesser amount. 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 4.05(B) or the maximum Deferral Limit in Section 4.10(A). If the Plan permits Roth Deferrals in addition to Pre-Tax Deferrals, Elective Deferrals for purposes of Section 3.05 includes both Roth Deferrals and Pre-Tax Deferrals.

(D) "Early" Elective Deferrals/Delay of Safe Harbor Contribution. The Employer in its Adoption Agreement may elect to apply the OEE rule described in Section 4.06(C) to the Safe Harbor Contributions. If the Employer so elects, then (1) only those Participants who are Includible Employees will receive the Safe Harbor Contributions; (2) the disaggregated plan which covers the Includible Employees is a Safe Harbor 403(b) Plan under this Section 3.05; and (3) the Plan Administrator will perform the ACP test as necessary for the disaggregated plan which covers the Otherwise Excludible Employees, as provided in Section 4.06(B)(1). If the Employer in its Adoption Agreement has elected "Participating Compensation" for allocating Nonelective Contributions or Matching Contributions (as applicable), the Plan Administrator, in allocating the Safe Harbor Contribution for the Plan Year in which a Participant crosses over to the Includible Employees group, will count Compensation and Elective Deferrals only on and following the Cross-Over Date. See Section 4.06(C) for the definitions of "OEE rule", "Includible Employees," "Otherwise Excludible Employees," and "Cross-Over Date." Under this Section 3.05(D), eligibility for Additional Matching Contributions and for Nonelective Contributions which are not Safe Harbor Nonelective Contributions is controlled by the Employer's Adoption Agreement elections and is not necessarily limited to age 21 and one Year of Service as is the case for Safe Harbor Contributions. However, as to ACP test safe harbor treatment for Additional Matching Contributions, see Section 3.05(F)(2).

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(E) Safe Harbor Contributions. An Employer which elects under this Section 3.05(E) to apply the safe harbor provisions, must make a Safe Harbor Contribution to the Plan. Except as otherwise provided in this Section 3.05, 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.

(1) **Definition of Safe Harbor Contribution.** A Safe Harbor Contribution is a Safe Harbor Nonelective Contribution or a Safe Harbor Matching Contribution as the Employer elects in its Adoption Agreement and includes a QACA Safe Harbor 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 unless the Employer elects to limit Safe Harbor Nonelective Contributions to NHCEs under Section 3.05(E)(9) or unless Section 3.05(D) applies. A Safe Harbor Nonelective Contribution is a QNEC, except that the Employer in its Adoption Agreement may elect to apply a QACA vesting schedule to a Safe Harbor Nonelective Contribution the Employer makes to a QACA.

(3) **Definition of Safe Harbor Matching Contribution.** A Safe Harbor Matching Contribution is a Basic Matching Contribution, a QACA Basic Matching Contribution, or an Enhanced Matching Contribution. Under a Safe Harbor Matching Contribution an HCE may not receive a greater rate of match at any level of Elective Deferrals than any NHCE. A Safe Harbor Matching Contribution is 100% Vested at all times and which is subject to the distribution restrictions described in Section 6.01(E)(1), except that the Employer in its Adoption Agreement may elect to apply a QACA vesting schedule to a QACA Basic Matching Contribution or to an Enhanced Matching Contribution the Employer makes to a QACA.

(4) **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.

(5) **Definition of QACA Basic Matching Contribution.** A QACA Basic 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.

(6) **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 under the QACA Basic Matching Contribution formula, as applicable; and (b) the rate of match does not increase as the rate of Elective Deferrals increases.

(7) **Time period for computing/contributing Safe Harbor Matching Contribution.**

(a) **Computation.** The Employer in its Adoption Agreement must elect the applicable time period for computing the Employer's Safe Harbor 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.

(b) **Contribution deadline.** 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 quarter in which the Elective Deferral that gave rise to the Safe Harbor Matching Contribution was made. If the Employer fails to contribute by the foregoing deadline, the Employer will correct the operational failure by contributing the Safe Harbor Matching Contribution as soon as is possible and also will contribute Earnings on the Contribution. See Section 7.08. 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, the Employer has elected as to non-Safe Harbor Contributions.

(9) **NHCEs must receive allocation; further election of allocation group.** Subject to Section 3.05(D), the Plan Administrator must allocate the Safe Harbor Contribution to NHCE Participants, which for purposes of Section 3.05 means NHCEs who are eligible to make Elective Deferrals. The Employer in its Adoption Agreement, must elect whether to allocate Safe Harbor Contributions: (a) to all Participants; (b) only to NHCE Participants; or (c) to NHCE Participants and to designated HCE Participants. The Employer in its Adoption Agreement also may elect to exclude Collective Bargaining Employees from the allocation of Safe Harbor Contributions.

(10) **100% vesting/distribution restrictions.** A Participant's Account Balance attributable to Safe Harbor Contributions: (a) at all times is 100% Vested, unless the Employer maintains a QACA and elects in its Adoption Agreement to apply a QACA

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

vesting schedule; and (b) is subject to the distribution restrictions described in Section 6.01(E). Under a QACA vesting schedule, a Participant is 100% Vested after completion of two Years of Service.

(11) **Application to other allocations/testing.** If the Employer elects in Appendix B to its Adoption Agreement, then except 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 4.06(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.

(12) **Contribution to another plan.** An Employer in its Adoption Agreement may elect to make the Safe Harbor Contribution to another Defined Contribution Plan the Employer maintains provided: (a) this Plan and the other plan have the same Plan Years; (b) each Participant eligible for Safe Harbor Contributions under this Plan is eligible to participate in the other plan; and (c) the other plan provides that 100% vesting and the distribution restrictions under Section 6.01(E) apply to the Safe Harbor Contribution Account maintained within the other plan. An Employer cannot apply any Safe Harbor Contributions to satisfy the safe harbor requirements in more than one plan.

(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 3.05(F).

(1) **Definition of Additional Matching Contributions.** Additional Matching Contributions are Fixed or Discretionary Matching Contributions ("Fixed Additional Matching Contributions" or "Discretionary Additional Matching Contributions") the Employer makes to its Safe Harbor 403(b) Plan (including a Safe Harbor 403(b) Plan the Employer elected into during the Plan Year under Section 3.05(I)(1)) and are not Safe Harbor Matching Contributions. Additional Matching Contributions are in addition to whatever type of Safe Harbor Contributions the Employer makes to satisfy the safe harbor under Section 3.05(E). If the Employer under Section 3.05(I)(1) does not elect into the safe harbor as of a Plan Year, any Matching Contributions for that Plan Year are not Additional Matching Contributions and as such cannot qualify for the ACP test safe harbor.

(2) **Eligibility, vesting, allocation conditions and distributions.** The Employer must elect in its Adoption Agreement the eligibility conditions, vesting schedule, and distribution provisions applicable to the Employer's Additional Matching Contributions. To satisfy the ACP test safe harbor under Section 3.05(G), any allocation conditions the Employer otherwise elects in its Adoption Agreement do not apply to Additional Matching Contributions. The Employer may elect: (a) to apply a vesting schedule to the Additional Matching Contributions; and (b) to treat the Additional Matching Contributions Account as not subject to the distribution restrictions under Section 6.01(E). The Employer must not elect eligibility conditions applicable to the Additional Matching Contribution which exceed age 21 and one Year of Service and the Employer must elect eligibility conditions which are the same as it elects for the Safe Harbor Contribution.

(3) **Time period for computing/contributing Additional Matching Contributions.**

(a) **Computation.** 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.

(b) **Contribution deadline.** If the Employer elects to compute its Additional Matching Contribution based on a time period which is less than the Plan Year, the Employer must contribute the Additional Matching Contributions to the Plan no later than the end of the Plan Year quarter which follows the quarter in which the Elective Deferral that gave rise to the Additional Matching Contribution was made. If the Employer fails to contribute by the foregoing deadline, the Employer will correct the operational failure by contributing the Additional Matching Contribution as soon as is possible and will also contribute Earnings on the Contribution. See Section 7.08. 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 Matching Contribution is allocated.

(G) ACP test safe harbor. The following limitations apply to each Matching Contribution formula under the Plan in a Plan Year in which the Plan is a Safe Harbor 403(b) Plan:

(1) **Amount limitations.** The Employer may not make Matching Contributions as to a Participant's Elective Deferrals which exceed 6% of the Participant's Plan Year Compensation. The amount of any Discretionary Additional Matching Contribution allocated to any Participant may not exceed 4% of the Participant's Plan Year Compensation. The rate of Matching Contributions may not increase as the rate of Elective Deferrals increases. An HCE may not receive a rate of match greater than any NHCE (taking into account HCE aggregation under Section 4.10(B)(6)).

(2) **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

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

the Employee Contributions under Section 4.10(B) (ACP test) using Current Year Testing unless the Employer elects in its Adoption Agreement to apply Prior Year Testing; 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 3.05(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 must provide a safe harbor notice to each Participant within 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.** 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; (b) the Employer adopts mid-year a new Safe Harbor 403(b) Plan; or (c) the Employer amends mid-year its existing Plan to add an elective deferral feature and also elects safe harbor status, the Plan Administrator must provide the safe harbor notice within a reasonable period (with 90 days being deemed reasonable) prior to and no later than the Employee's Entry Date. However, if it is not practicable for the Plan Administrator to provide the notice on or before the date an Employee becomes a Participant, then the Plan nonetheless will treat the notice as provided timely if the Plan Administrator provides the notice as soon as practicable after that date and the Participant is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.

(3) **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. The Plan Administrator's notice must satisfy the content requirements of Treas. Reg. §1.401(k)-3(d).

(4) **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.

(5) **Additional QACA notice requirements.** If the Plan is a QACA, in addition to the other requirements of this Section 3.05(H), the Employer must provide the initial QACA safe harbor notice sufficiently early so that a Participant has a reasonable period after receiving the notice and before the first Automatic Deferral (see Section 3.02(B)(3)(a)(i)) to make a Contrary Election and, as applicable, to make an election as to the investment of his/her Account. In addition, the notice will state: (a) the Automatic Deferral Percentage that will apply in absence of the Participant's Contrary Election; (b) the Participant's right under a Contrary Election to elect not to have any Automatic Deferral made on the Participant's behalf or to elect to make Elective Deferrals in a different amount or percentage of Compensation; and (c) how the Plan will invest the Automatic Deferrals in the event that the Plan permits Participant-Directed Accounts, and the Participant does not make an investment election.

(I) Mid-Year Changes in Safe Harbor Status.

(1) **Contingent ("maybe") notice and supplemental notice-delayed election of Safe Harbor Nonelective Contributions.** The Employer during any Plan Year may elect for its Plan to become a Safe Harbor 403(b) Plan under this Section 3.05(I)(1) for that Plan Year, provided: (i) the Plan is using Current Year Testing; (ii) the Employer elects to satisfy the Safe Harbor Contribution requirement using the Safe Harbor Nonelective Contribution; (iii) the Employer amends the Plan to add such Safe Harbor Contribution not later than 30 days prior to the end of the Plan Year, computed with regard to the entire Plan Year; and (iv) the Plan Administrator provides a notice ("maybe 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 elect to become a Safe Harbor 403(b) Plan for that Plan Year using the Safe Harbor Nonelective Contribution and that if the Employer does so, 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 Employer's election to provide the Safe Harbor Nonelective Contribution for that Plan Year. The Employer elects into the safe harbor by timely giving the supplemental notice and by amending the Plan as described above and thereby elects not to be subject to the ACP test, regardless of the Employer's Adoption Agreement Elections. Except as otherwise specified, the Participant notices described in this Section 3.05(I)(1) also must satisfy the requirements applicable to safe harbor notices under Section 3.05(H).

(2) **Exiting Safe Harbor Contributions.** The Employer may amend its Safe Harbor 403(b) Plan during a Plan Year to reduce or eliminate prospectively, any or all Safe Harbor Matching Contributions or Additional Matching Contributions, or Safe Harbor Nonelective 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; (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 and (d) the Employer otherwise complies with Treas. Reg. §1.401(k)-3(g) and, if applicable, Treas. Reg. §1.401(m)-3(h). An

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

Employer which amends its Safe Harbor 403(b) Plan to eliminate or reduce any Matching Contribution or the Nonelective Contribution under this Section 3.05(I)(2), effective during the Plan Year, must continue to apply all of the safe harbor requirements of this Section 3.05 until the amendment becomes effective and also must apply for the entire Plan Year, using Current Year Testing, the nondiscrimination test under Section 4.10(B) (ACP test).

(3) **Amendment of Plan into safe harbor status.** An Employer maintaining a Plan which does not provide for Elective Deferrals may amend prospectively its Plan to become a Safe Harbor 403(b) Plan provided: (a) the Employer's Plan is not a Successor Plan; (b) the Participants may make Elective Deferrals for at least 3 months during the Plan Year; (c) the Plan Administrator provides the safe harbor notice described in Section 3.05(H) within a reasonable time prior to and not later than the Effective Date of adding the elective deferral arrangement; and (d) the Plan commencing on the Effective Date of the amendment (or such earlier date as the Employer will specify in its Adoption Agreement), satisfies all of the safe harbor requirements of this Section 3.05.

(4) **Amendment to add Roth Deferrals.** The Employer during any Plan Year may amend its Safe Harbor 403(b) Plan to permit Participants to make Roth Deferrals, as defined in Section 1.24(B), and subject to Section 3.02(F) and other Plan provisions as applicable. The Employer may make other midyear amendments as permitted under IRS guidance.

(5) **New Plan/new Employer.** An Employer (including a new Employer) may establish a new Safe Harbor 403(b) 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 3.05(H) within 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 3.05. 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 and it is administratively feasible for the Employer to establish the Plan.

(6) **Plan termination.** An Employer may terminate its Safe Harbor 403(b) Plan mid-Plan Year in accordance with Article 9 and this Section 3.05(I)(6).

(a) **Acquisition/disposition or substantial business hardship.** If the Employer terminates its Safe Harbor 403(b) 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(c), the Plan remains a Safe Harbor 403(b) Plan for the short Plan Year provided that the Employer satisfies this Section 3.05 through the Effective Date of the Plan termination.

(b) **Other termination.** If the Employer terminates its Safe Harbor 403(b) Plan for any reason other than as described in Section 3.05(I)(6)(a), and the termination results in a short Plan Year, the Employer must conduct the termination under the provisions of Section 3.05(I)(2), except that the Employer need not provide Participants with the right to change their Salary Reduction Agreements.

(J) Qualified Automatic Contribution Arrangement (QACA). If the Employer under Section 3.02(B)(3) elects in its Adoption Agreement to apply the QACA provisions, this Section 3.05(J) also applies. Except as modified in this Section 3.05(J), the safe harbor provisions of this Section 3.05 apply to the QACA.

(1) **QACA Safe Harbor Contributions.** The Employer will provide Safe Harbor Contributions as specified in its Adoption Agreement to the Participants specified in the Adoption Agreement. Compensation for purposes of allocating QACA Safe Harbor Contributions means as described in Section 3.05(C)(1).

(2) **Vesting and Distributions.** A Participant's Account Balance attributable to QACA Safe Harbor Contributions is subject to: (a) vesting as the Employer elects in its Adoption Agreement; and (b) the distribution restrictions under Section 6.01(E) that apply to Safe Harbor Contributions.

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) Nonelective Contributions to former Employees under Section 3.04(D); or (6) Rollover Contributions. The Plan Administrator also may elect under Section 3.04(C)(2), not to apply to any Operational QNEC any allocation conditions otherwise applicable to Nonelective Contributions (including QNECs).

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(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 may elect to require a Participant to complete: (i) 1,000 Hours of Service during the Plan Year (or to be employed for at least 182 consecutive calendar days under the Elapsed Time Method); (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. If the Plan is not an ERISA Plan, the Plan may impose allocation conditions other than those specified here.

(b) **501 HOS/terminees.** The Employer in its Adoption Agreement may elect 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 Appendix B to its Adoption Agreement may elect not to pro-rate Hours of Service in any short allocation period or to apply a monthly pro-ration method.

(2) **Last day requirement.** The Employer may elect to require a Participant to be employed by the Employer on the last day of the Plan Year or other specified period or on a specified date.

(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 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 or Early Retirement Age in the current Plan Year or on account of the Participant's Disability or attainment of Normal Retirement Age or Early 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 Employer in its Adoption Agreement will elect whether to apply the suspension provisions of this Section 3.06(F). If: (i) Section 3.06(F) applies; (ii) the Plan (or any component part of the Plan) in any Plan Year must perform coverage testing; and (iii) the Plan (or component part of the Plan) fails to satisfy coverage under the ratio percentage test under Treas. Reg. §1.410(b)-2(b)(2), the Plan suspends for that Plan Year any Plan (or component part of the Plan) allocation conditions in accordance with this Section 3.06(F). If the Plan Administrator must perform coverage testing, the Administrator will apply testing separately as required to each component part of the Plan after applying the aggregation and disaggregation rules under Treas. Reg. §§1.410(b)-6 and -7. This Paragraph will not apply if suspending the allocation condition will not result in the Plan (or component part) satisfying the coverage test.

(1) **No average benefit test.** If the Employer elects to apply this Section 3.06(F), the Plan Administrator may not apply the average benefit test under Treas. Reg. §1.410(b)-2(b)(3), to determine satisfaction of coverage or to correct a coverage failure, as to the Plan or to the component part of the Plan to which this Section 3.06(F) applies, unless the Plan or component still fails coverage after application of this Section 3.06(F). The restriction in this Section 3.06(F)(1) does not apply as to application of the average benefit test in performing nondiscrimination testing.

(2) **Methodology.** If this Section 3.06(F) applies for a Plan Year, the Plan Administrator, in the manner described herein, will suspend the allocation conditions for the NHCEs who are included in the coverage test and who are Participants in the Plan (or

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

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)(2)(b).

(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)(2)(c).

(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.

(3) **Appendix B.** The Employer in Appendix B to its Adoption Agreement may elect a different order of the suspension tiers, may elect to use Hours of Service (in lieu of Compensation) as a tiebreaker within any tier or may elect additional or other suspension tiers which are objective and not subject to Employer discretion.

(4) **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 elects otherwise in Appendix B to its Adoption Agreement.

3.07 FORFEITURE ALLOCATION. The amount of a Participant's Account forfeited under the Plan is a Participant forfeiture. The Employer may direct the Plan Administrator to use Forfeitures to reinstate previously forfeited Account Balances of Participants, if any, in accordance with Section 5.07, or to satisfy any contribution that may be required pursuant to Section 7.07.

(A) Allocation Method. The Employer in its Adoption Agreement must specify the method or methods the Plan Administrator will apply to allocate forfeitures. If the Employer elects more than one method, unless the Employer designates a specific ordering in its Adoption Agreement, the Plan Administrator may allocate the forfeitures by applying one or more of such elected methods in any order as the Plan Administrator operationally may determine, until the forfeitures are fully allocated to the applicable forfeiture allocation Plan Year.

(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) a non-Vested Excess Aggregate Contribution (including Allocable Income) forfeited in correcting for nondiscrimination failures under Section 4.10(B); or (iii) an Associated Matching Contribution.

(b) **Definition of Associated Matching Contribution.** An Associated Matching Contribution includes any Vested or non-Vested Matching Contribution (including Allocable Income) made as to Elective Deferrals or Employee Contributions the Plan Administrator distributes under Section 4.02(E) (Excess Amount), Section 4.10(A) (Excess Deferrals), Section 4.10(B) (ACP test,) or Section 7.08 relating to Plan correction.

(c) **Forfeiture or distribution of Associated Match.** An Employee forfeits an Associated Matching Contribution unless the Matching Contribution is a Vested Excess Aggregate Contribution distributed in accordance with Section 4.10(B) (ACP test). A forfeiture under this Section 3.07(A)(1)(c) occurs no later than the Plan Year following the Testing Year and the forfeiture is allocated in the Plan Year described in Section 3.07(B). See Section 3.07(B)(1) as to nondiscrimination testing of allocated forfeitures. In the event of correction under Section 7.08 resulting in forfeiture of Associated Matching Contributions, the forfeiture occurs in the Plan Year of correction.

(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 forfeiture allocation Plan Year described in Section 3.07(B)

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

exceed the amount of the applicable contribution for that Plan Year to which the Plan Administrator would apply the forfeitures (or there are no applicable 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 to pay Plan expenses, as an additional Discretionary Nonelective Contribution or as a Discretionary Matching Contribution, as the Plan Administrator determines.

(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 at least one additional allocation method so that if the Plan Administrator elects to first apply the forfeitures to the payment of Plan expenses, and the forfeitures exceed the Plan's expenses, the Plan Administrator will apply any remaining forfeitures under the additional method the Employer has elected in its Adoption Agreement. The Plan Administrator may elect not to apply forfeitures to the payment of Plan expenses which are allocated to specific Participant accounts under Section 7.04(C)(2)(b).

(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.

(5) **Allocation under classifications.** If the Employer in its Adoption Agreement has elected to allocate its Nonelective Contributions based on classifications of Participants, the Plan Administrator will allocate any forfeitures which under the Plan are allocated as additional Nonelective Contributions: (a) first to each classification pro rata in relation to the Employer's Nonelective Contribution to that classification for the forfeiture allocation Plan Year described in Section 3.07(B); and (b) second, the total amount of forfeitures allocated to each classification under (a) are allocated in the same manner as are the Nonelective Contributions to be allocated to that classification.

(6) **Limitation on forfeiture uses.** Forfeitures cannot be used as Elective Deferrals. In addition, to the extent prohibited by Regulations, forfeitures cannot be used as QNECs, Elective Deferrals, or Safe Harbor Contributions.

(B) Timing (forfeiture allocation Plan Year). The Plan Administrator will allocate Participant forfeitures (including the Earnings thereon) no later than the last day of the Plan Year following the Plan Year in which the forfeiture occurs. See Sections 3.07(A)(1)(c), 5.07 and 7.07 as to when a forfeiture occurs. If the Employer in its Adoption Agreement elects to apply forfeitures to the payment of Plan expenses, the Plan Administrator, consistent with this election, may apply forfeitures to pay Plan expenses which the Plan incurs in the forfeiture allocation Plan Year, but which the Plan Administrator pays within a reasonable time after the end of the forfeiture allocation Plan Year.

(1) **Allocation timing and re-testing.** The Employer may elect different allocation timing based on the forfeiture source (from Nonelective Contributions or from Matching Contributions) or may elect to apply the same allocation timing to all forfeitures. If the Plan is subject to the ACP test and allocates any forfeiture as a Matching Contribution, the following re-testing rules apply. If, under the Plan, the Plan Administrator will allocate the forfeiture in the same Plan Year in which the forfeiture occurs and the Plan Administrator runs the ACP test before the forfeiture allocation occurs, the Plan Administrator will not re-run the ACP test for the forfeiture allocation Plan Year. If the Plan Administrator allocates the forfeiture in the Plan Year which follows the Plan Year in which the forfeiture occurs, the Plan Administrator will include the allocated forfeiture in the ACP test for the forfeiture allocation Plan Year. If the Plan allocates any forfeiture as a Nonelective Contribution, the allocation, in the forfeiture allocation Plan Year, is subject to any nondiscrimination testing which applies to Nonelective Contributions for that Plan Year.

(2) **Contribution amount and timing not relevant.** The forfeiture allocation timing rules in this Section 3.07(B) apply irrespective of when the Employer makes its Employer Contribution for the forfeiture allocation Plan Year, and irrespective of whether the Employer makes an Employer Contribution for that Plan Year.

(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 incurred a Separation 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. 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 may elect to limit any such forfeiture allocation 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.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

3.08 ROLLOVER CONTRIBUTIONS. The Plan Administrator will apply this Section 3.08 in administering Rollover Contributions to the Plan, if any.

(A) Policy Regarding Rollover Acceptance. Unless it is prohibited in the Adoption Agreement, the Plan Administrator, operationally (except as to In-Plan Roth Rollover Contributions under Section 3.08(E)) and on a nondiscriminatory basis, may elect to permit or not to permit Rollover Contributions to this Plan (even if the Plan is a Frozen Plan) or may elect to limit an Eligible Employee's right or a Participant's right to make a Rollover Contribution. The Plan Administrator also may adopt, amend or terminate any policy regarding the Plan's acceptance of Rollover Contributions. If the Employer in its Adoption Agreement elects to permit In-Plan Roth Rollover Contributions, the Plan Administrator will administer In-Plan Roth Rollover Contributions in accordance with Section 3.08(E) and the Employer's Adoption Agreement elections.

(1) **Rollover documentation.** If the Plan Administrator permits Rollover Contributions, any Participant (or as applicable, any Eligible Employee), with the Plan Administrator's written consent and after filing with the Plan Administrator the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Plan. Before accepting a Rollover Contribution, the Plan Administrator may require a Participant (or Eligible Employee) to furnish satisfactory evidence the proposed rollover is in fact a permissible "rollover contribution" under the Code.

(2) **Declination/related expense.** The Plan Administrator, in its sole discretion in a nondiscriminatory manner, 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; (c) include property the Plan cannot hold: (d) violate applicable Investment Arrangement Documentation; or (e) create other practical problems for the Plan. The Plan Administrator also may accept the Rollover Contribution on condition that the Participant's or Employee's Account is charged with all expenses associated therewith.

(B) Limited Testing. A Rollover Contribution is not an Annual Addition under Section 4.05(A) and is not subject to nondiscrimination testing except as a "right or feature" within the meaning of Treas. Reg. §1.401(a)(4)-4.

(C) Pre-Participation Rollovers. If an Eligible Employee makes a Rollover Contribution to the Plan prior to satisfying the Plan's eligibility conditions or prior to reaching his/her Entry Date, the Plan Administrator must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48). 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 Plan will distribute his/her Rollover Contributions Account to him/her in accordance with Section 6.01(B).

(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 which is qualified under Code §401(a), is a 403(b) plan, or is a governmental 457(b) 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 or from a governmental 457(b) plan; (2) the Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon; and (3) this Plan must permit Roth Deferrals.

(E) In-Plan Roth Rollover Contributions.

(1) **Employer Election.** The Employer in its Adoption Agreement in which the Employer has elected to permit Roth Deferrals also will elect whether to permit an In-Plan Roth Rollover Contribution in accordance with this Section 3.08(E) with regard to otherwise distributable amounts and/or otherwise nondistributable amounts. If the Employer elects to permit such contributions, the Employer in its Adoption Agreement will specify the Effective Date thereof which may not be earlier than distributions made after September 27, 2010, and may not be earlier than January 1, 2013 in the case of rollovers of otherwise nondistributable amounts.

(2) **Eligibility for Distribution and Rollover.** A Participant may not make an In-Plan Roth Rollover Contribution with regard to an otherwise distributable amount which is not an Eligible Rollover Distribution.

(a) **Parties eligible to elect.** The Employer in Appendix B to its Adoption Agreement can limit to Employees the right to elect to make In-Plan Roth rollovers. If the Employer does not make this election, for purposes of eligibility for an In-Plan Roth Rollover, the Plan will treat a Participant's surviving spouse Beneficiary or alternate payee spouse or alternate payee former spouse as a Participant. A non-spouse Beneficiary may not make an In-Plan Roth Rollover.

(b) **Distribution from partially Vested account.** In-Plan Roth Rollovers are permitted only from Vested amounts allocated to a qualifying source but may be made from partially Vested Accounts unless the Employer elects otherwise in Appendix B to its Adoption Agreement. If a distribution is made to a Participant who has not incurred a Severance from Employment and who is not fully Vested in the Participant's Account from which the In-Plan Roth Rollover Contribution

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

is to be made, and the Participant may increase the Vested percentage in such Account, then at any relevant time Section 5.03(C) will apply to determine the Participant's Vested portion of the Account.

(3) **Form and Source of Rollover.**

(a) **Direct Rollover.** An In-Plan Roth Rollover Contribution may be made only by a Direct Rollover.

(b) **Account source.** A Participant may make an In-Plan Roth Rollover from any account (other than a Roth account) unless the Employer otherwise elects in Appendix B to its Adoption Agreement. Also see Section 6.01(D)(7).

(c) **Cash or in-kind.** The Plan Administrator will effect an In-Plan Roth Rollover Contribution by rolling over the Participant's current investments to the In-Plan Roth Rollover Account. A Plan loan so rolled over without changing the repayment schedule is not treated as a new loan. However the Employer in Appendix B to its Adoption Agreement, may provide that loans cannot be rolled over in an In-Plan Roth Rollover.

(d) **No Rollover or Distribution Treatment.** Notwithstanding any other Plan provision, an In-Plan Roth Rollover Contribution is not a Rollover Contribution for purposes of the Plan. Accordingly: (a) if the Employer in its Adoption Agreement has elected $5,000 as the Plan limit on Mandatory Distributions, the Plan Administrator will take into account amounts attributable to an In-Plan Roth Rollover Contribution, in determining if the $5,000 limit is exceeded, regardless of the Employer's election as to whether to count Rollover Contributions for this purpose; (b) no spousal consent is required for a Participant to elect to make an In-Plan Roth Rollover Contribution; (c) Protected Benefits with respect to the amounts subject to the In-Plan Roth Rollover are preserved; and (d) mandatory 20% federal income tax withholding does not apply to the In-Plan Roth Rollover Contribution.

(e) **Coordination with Vendor.** In-Plan Roth Rollovers are not permitted from a source or under circumstances not permitted by the Vendor's rules. For example, if a Vendor's rules do not permit in-Plan Roth Rollovers from otherwise nondistributable amounts, then the Participant cannot make such rollovers from Investment Arrangements that Vendor provides.

3.09 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. Employee Contributions will be accepted for an Investment Arrangement only to the extent permitted in the Investment Arrangement Documentation. 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.

(A) Testing. Employee Contributions must satisfy (or be exempt from) the nondiscrimination requirements of Section 4.10(B) (ACP test).

(B) Matching. The Employer in its Adoption Agreement must elect whether the Employer will make Matching Contributions as to any Employee Contributions and, as applicable, the matching formula. Any Matching Contribution must satisfy the nondiscrimination requirements of Section 4.10(B) (ACP test), unless the Matching Contributions satisfy the ACP test safe harbor under a Safe Harbor 403(b) Plan.

(C) Administrative provisions. The Plan Administrator may prescribe one or more forms relating to Employee Contributions, and may adopt an Employee Contribution policy. The Employee Contribution form or policy may specify limits and conditions applicable to Employee Contributions, consistent with Code §403(b).

(1) **Minimum Amount.** The Plan Administrator may establish an annual minimum Employee Contribution, and may change such minimum to a different amount from time to time.

(2) **Termination.** Any election on an Employee Contribution form shall remain in effect until a new election is filed or the election is revoked or otherwise terminates. The termination of a Participant's employment automatically revokes the Participant's election with regard to periods after the Participant is rehired.

3.10 USERRA/HEART ACT CONTRIBUTIONS.

(A) Application. This Section 3.10 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). This Section 3.10 also applies to an Employee who dies or becomes disabled while performing Qualified Military Service, as provided in Sections 3.10(K) and the Employer's Adoption Agreement elections.

(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.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(C) Compensation. For purposes of this Section 3.10, the Plan Administrator will determine an affected 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, Employee Contributions or Mandatory Employee Contributions during a Participant's period of Qualified Military Service, the Plan Administrator must allow a Participant under this Section 3.10 to make up such Elective Deferrals, Employee Contributions or Mandatory Employee Contributions to his/her Account. The Participant may make up the maximum amount of Elective Deferrals, Employee Contributions or Mandatory 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 3.10(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 3.10(D).

(F) Limitations/Testing. Any contribution made under this Section 3.10 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 403(b) rules; or (2) coverage under Code §410(b). Contributions under this Section 3.10 are Annual Additions and are tested under Section 4.10(A) (Elective Deferral Limit) in the year to which such contributions are allocated, but not in the year in which such contributions are made.

(1) **Differential Wage Payments.** The Plan is not treated as failing to meet the requirements of any provision described in this Section 3.10(F) by reason of any contribution or benefit which is based on a Differential Wage Payment. The preceding sentence applies only if all Employees performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive Differential Wage Payments on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §§410(b)(3), (4), and (5)). The Plan Administrator operationally may determine, for purposes of any provision described in this Section 3.10(F), whether to take into account any Elective Deferrals, and if applicable, any Matching Contributions, attributable to Differential Wage Payments.

(G) No Earnings. A Participant receiving any make-up contribution under this Section 3.10 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 3.10 is not entitled to an allocation of any forfeitures allocated 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 Administrator will treat any period of Qualified Military Service as Service.

(J) HEART Act Death Benefits. If a Participant dies while performing Qualified Military Service, 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.

(K) HEART Act Continued Benefit Accrual. This Section 3.10(K) does not apply unless the Employer in Appendix B to its Adoption Agreement elects to apply such provisions. If this Section 3.10(K) applies, then for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled 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.

(1) **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 3.10(K) for purposes of applying Code §414(u)(8)(C) on the basis of the individual's average actual Employee Contributions or Elective Deferrals for the lesser of: (a) the 12-month period of service with the Employer immediately prior to Qualified Military Service; or (b) the actual length of continuous service with the Employer.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

ARTICLE 4. LIMITATIONS AND TESTING

4.01 ANNUAL ADDITIONS LIMIT. 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.

(A) Actions to Prevent Excess Amount. 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(A). 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, the Plan Administrator must dispose of the Excess Amount in accordance with Section 4.03.

(B) Estimated and Actual Compensation. Prior to the determination of the Participant's actual Compensation for the 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 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 Annual Additions Limit on the basis of the Participant's actual Compensation for such Limitation Year.

4.02 ANNUAL ADDITIONS LIMIT CODE §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 or a Predecessor 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. See Section 4.05(D) regarding the definition of Compensation.

(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

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

Participant on an allocation date of this Plan which coincides with an allocation date of another plan, unless the Employer specifies otherwise in an Appendix B to its Adoption Agreement, 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 4.03.

(F) Override. The Employer in Appendix B to its Adoption Agreement may specify overriding provisions which will apply to satisfy the requirements of Code §415 and the applicable regulations if the Employer maintains more than one 403(b) plan.

4.03 DISPOSITION OF EXCESS ANNUAL ADDITIONS. If a Participant's Account exceeds the Annual Additions Limit for the Limitation Year, then the Plan Administrator 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. This separate account will be treated as a separate contract to which 403(c) (or another application provision of the Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan.

4.04 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 (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).

(C) Annual Additions. For purposes of this Section, Annual Additions include the following amounts in addition to amounts described in Section 4.05: (1) amounts allocated 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; (2) contributions paid or accrued 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 (3) allocations under a simplified employee pension (SEP) described in Code §408(k). However, the amounts described in (1) and (2) apply solely for purposes of the applying the dollar limitation of Section 4.05(B)(i) and do not apply for purposes of the percentage limitation of Section 4.05(B)(ii).

(D) Annual Notice to Participants. The Plan Administrator will provide written or electronic notice to Participants that explains the limitation in this Section 4.04 in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Plan Administrator that is necessary to satisfy this Section. The notice will advise Participants that the application of the limitations in this Section will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Plan Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under Code §403(b). The notice will be provided annually, beginning no later than the later of (1) the year in which the Employee becomes a Participant, or (2) the first Plan Year which begins after the Employer adopts this document.

4.05 DEFINITIONS: SECTIONS 4.01-4.04. The following definitions apply for purposes of Sections 4.01 through 4.04, and supersede any contrary definitions in Article 1:

(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 (including Elective Deferrals); (2) forfeitures; (3) Employee Contributions; (4) Mandatory Employee Contributions and (5) corrected (distributed) Excess Aggregate Contributions under Section 4.10(B)(8).

(1) **Exclusions.** Annual Additions do not include: (a) Catch-Up Contributions; (b) Excess Deferrals which the Plan Administrator corrects by distribution by April 15 of the following calendar year; (c) designated IRA contributions; (d) Restorative Payments; (e) transfers to this Plan; (f) Rollover Contributions (as described in Code §§401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (g) In-Plan Roth Rollovers, (h) Repayments of loans made to a Participant from the Plan; and (i) Repayments of amounts described in Code §411(a)(7)(B) (in accordance with Code §411(a)(7)(C)) and Code §411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code §414(d)) as described in Code §415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments.

(2) **Date of tax-exempt Employer Contributions.** Notwithstanding anything in the Plan to the contrary, in the case of an Employer that is exempt from Federal income tax (including a governmental employer), Employer Contributions are treated as credited to a Participant's account for a particular Limitation Year only if the contributions are actually made to the Plan no

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable, depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends.

(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, the Plan Administrator will multiply the $40,000 (as 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 4.05(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. In the case of a Participant described in Code §415(c)(7)(B) who is performing services outside the United States, the Participant's Annual Additions Limit shall not be less than $3,000, provided the Participant's adjusted gross income for the taxable year (determined separately and without regard to community property laws) exceeds $17,000.

(3) **Certain contributions treated as made to a Defined Contribution Plan.** Solely for purposes of Sections 4.01 through 4.04, the following contributions are treated as contributions to a Defined Contribution Plan: (i) mandatory employee contributions under Code §411(c)(2)(C) made to a Defined Benefit Plan maintained by the Employer, unless such contributions are "picked up" by the Employer under Code §414(h)(2); (ii) contributions to an individual medical account (as defined in Code §415(l)(2)) included as part of a Defined Benefit Plan or annuity plan under Code §401(h) maintained by the Employer; and (iii) a welfare benefit fund under Code §419(e) maintained by the Employer to the extent there are post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code §419A(d)(3)).

(C) Cessation of Affiliation. A Cessation of Affiliation means the event that causes an entity to no longer be aggregated with one or more other entities as a single employer under the employer affiliation rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the employer under the employer affiliation rules of Treas. Reg. §§1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

(D) 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 1.11. No Compensation exclusions the Employer has elected in Question 10 to its Adoption Agreement apply for determining Includible Compensation.

(1) **"First few weeks rule."** If the Employer elects in Appendix B to its Adoption Agreement, the Plan Administrator on a uniform and consistent basis as to similarly situated Participants, will include in Compensation for Code §415 purposes Compensation earned in such Limitation Year but which, solely because of pay period and pay date timing, is paid in the first few weeks of the next following Limitation Year as described in Treas. Reg. §1.415(c)-2(e)(2). This Section 4.05(D)(1) applies to Code §415 testing Compensation but does not affect Compensation for allocation purposes.

(2) **Differential Wage Payment.** The Plan treats a Differential Wage Payment to an Employee as Compensation for purposes of: (i) application of the Annual Additions Limit; (ii) determination of HCEs under Section 1.39; and (iii) application of the 5% Gateway Contribution requirement described in Section 4.07(A)).

(E) Employer. Employer means the Signatory 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) and Treas. Reg. §1.415(a)-1(f)(1) and will take into account tax-exempt organizations under Treas. Reg. §1.414(c)-5. For purposes of the limitation of Section 4.04(A), the Employer includes the controlled employer described in Section 4.04.

(F) Excess Amount. Excess Amount means the excess of the Participant's Annual Additions for the Limitation Year over the Annual Additions Limit.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(G) Formerly Affiliated Plan. Formerly Affiliated Plan means a plan that, immediately prior to the Cessation of Affiliation, was actually maintained by one or more of the entities that constitute the Employer (as determined under the employer affiliation rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2)), and immediately after the cessation of affiliation, is not actually maintained by any of the entities that constitute the Employer (as determined under the employer affiliation rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2)).

(H) Limitation Year. See Section 1.45.

(I) Predecessor Employer. Predecessor Employer means a former employer with respect to a participant in a plan maintained by an employer if the employer maintains a plan under which the participant had accrued a benefit while performing services for the employer, but only if that benefit is provided under the plan maintained by the employer. For this purpose, the formerly affiliated plan rules in Treas. Reg. §1.415(f)-1(b)(2) apply as if the Employer and Predecessor Employer constituted a single employer under the rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2) immediately prior to the Cessation of Affiliation (and as if they constituted two, unrelated employers under the rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2) immediately after the Cessation of Affiliation) and Cessation of Affiliation was the event that gives rise to the predecessor employer relationship, such as a transfer of benefits or plan sponsorship. With respect to an Employer of a Participant, a former entity that antedates the Employer is a Predecessor Employer with respect to the Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

(J) Restorative Payment. A Restorative Payment means a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under ERISA or under other applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are Restorative Payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to the Plan made pursuant to a DOL order, the DOL's Voluntary Fiduciary Correction Program, or a court-approved settlement, to restore losses to the Plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty under ERISA are not Restorative Payments and generally constitute contributions that are considered Annual Additions.

4.06 ANNUAL TESTING ELECTIONS. The Plan Administrator may elect to test for coverage and nondiscrimination by applying, as applicable, annual testing elections under this Section 4.06. Governmental plans and plans sponsored by Churches do not need to test for coverage or nondiscrimination. Any requirement, including a provision in the Adoption Agreement, that a plan provision be nondiscriminatory shall not apply to a Church, even if the Church has elected to be subject to ERISA under ERISA §§4(b)(2) and 3(32).

(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 4.06. 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: (1) nondiscrimination testing under the ACP test as a traditional 403(b) Plan; (2) no nondiscrimination testing as a Safe Harbor 403(b) Plan; (3) the calendar year data election under Notice 97-45; (4) Current or Prior Year Testing as a traditional 403(b) Plan under Treas. Reg. §1.401(m)-2(a)(2)(ii) as applicable; and (5) 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.

(1) **Special Rules relating to ACP Testing.** If the Employer elects in its Adoption Agreement both safe harbor 403(b) status and nondiscrimination testing under the ACP test, the elections relating to Safe Harbor status will apply only to a disaggregated plan under Treas. Reg. §1.410(b)-7 which is a Safe Harbor 403(b) Plan under Section 3.05. If a disaggregated plan is a Safe Harbor 403(b) Plan and there are other disaggregated plans which are not Safe Harbor 403(b) Plans (such as through operation of the "otherwise excludible employees rule" (OEE) rule described in Section 4.06(C) and Section 3.05(D)), Current Year Testing will apply to the disaggregated plan covering Otherwise Excludible Employees unless the Employer otherwise elects in the Adoption Agreement. See Section 3.05(I)(1) regarding ACP testing in connection with the maybe notice. See Section 3.05(G) regarding the application of the ACP test to Employee Contributions if the Plan qualifies for the ACP test safe harbor.

(C) Operational Elections. The Plan Administrator operationally may apply any testing election available under IRS Guidance, other than those plan specific elections described in 4.06(B), including but not limited to: (i) the "otherwise excludible employees rule" ("OEE rule") under Code §410(b)(4)(B); (ii) the "early participation rule" ("EP rule") under Code §401(m)(5)(C); (iii) except as Section 4.07 may limit, the application of any Code §414(s) nondiscriminatory definition of compensation for nondiscrimination testing, regardless of the Plan's definitions of Compensation for any other purpose; (iv) application of the general nondiscrimination test under Treas. Reg. §1.401(a)(4)-2(c); (v) application of the "compensation ratio test" under Treas. Reg. §1.414(s)-1(d)(3); (vi) application of imputed permitted disparity under Treas. Reg. §1.401(a)(4)-7; (vii) application of restructuring under Treas. Reg. §1.401(a)(4)-9; (viii) application of the average benefit test under Code §410(b)(2), except as limited under Section 3.06(F); (ix)

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

application of permissive aggregation under Code §410(b)(6)(B); or (x) application of the "qualified separate line of business rules" under Code §410(b)(5).

(1) **Application of otherwise excludible employees and early participation rules.** In applying the OEE and EP rules in clauses (i) and (ii) of Section 4.06(C) above, the Plan Administrator will apply the following provisions.

(a) **Definitions of Otherwise Excludible Employees and Includible Employees.** For purposes of this Section 4.06(C), an Otherwise Excludible Employee means a Participant who has not reached the Cross-Over Date. For purposes of this Section 4.06(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 the date on which 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, Employer Contributions, and Compensation in the Includible Employees plan test for the Employees who become Includible Employees at any time during such Plan Year. For purposes of applying the EP rule, the Plan Administrator will count the Elective Deferrals, Matching Contributions, Employer 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 4.06(C)(1)(c), (d), and (e) 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 the Plan Administrator operationally may apply any other reasonable conventions, uniformly applied within a Plan Year.

(g) **Allocations not effected 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 or Elective Deferrals taken into account for Plan allocations. The Plan Administrator will determine Plan allocations, and Compensation and Elective Deferrals for Plan allocations, based on the Employer's Adoption Agreement elections, including elections relating to Participating Compensation or Plan Year Compensation. For this purpose, an election of Participating Compensation means Compensation and Elective Deferrals on and following the Cross-Over Date as to the allocations for the disaggregated plan benefiting the Includible Employees.

(D) Coverage Transition Rule. The Plan Administrator in determining the Plan's compliance with the coverage requirements of Code §410(b), to the extent applicable to the Plan, in the case of certain acquisitions or dispositions described in Code §410(b)(6)(C) and in the regulations thereunder, will apply the "coverage transition rule" described therein.

4.07 <u>TESTING BASED ON BENEFITS</u>. In applying the general nondiscrimination test under Section 4.06(C) to any non-uniform Plan allocation, the Plan Administrator may elect to test using allocation rates or using equivalent accrual (benefit) rates ("EBRs") as defined in Treas. Reg. §1.401(a)(4)-(8)(b)(2). If the Plan Administrator elects to test using EBRs, the Plan must comply with this Section 4.07. This Section 4.07 does not apply if the Plan is a Governmental Plan or if the Employer is a Church.

(A) Gateway Contribution. Except as provided in Section 4.07(A)(2), if the Plan Administrator will perform nondiscrimination testing using EBRs, the Employer must make a Gateway Contribution.

(1) **Definition of Gateway Contribution.** A Gateway Contribution is an additional Employer Contribution or Nonelective Contribution in an amount necessary to satisfy the minimum allocation gateway requirement described in Treas. Reg. §1.401(a)(4)-8(b)(1)(vi).

(2) **Exception to Gateway Contribution requirement.** An Employer is not required to make any Gateway Contribution in the event that the Employer's elected allocation under Section 4.07(A) satisfies; (a) the "broadly available allocation rate" requirements; (b) the "age-based allocation with a gradual age or service schedule" requirements; or (c) the uniform target benefit allocation requirements each as described in Treas. Reg. §1.401(a)(4)-8(b)(1)(B).

(B) Eligibility for Gateway Contribution. The Plan Administrator will allocate any Gateway Contribution for a Plan Year to each NHCE Participant who receives an allocation of any Employer Contribution or Nonelective Contribution for such Plan Year. The Plan Administrator will allocate the Gateway Contribution without regard to any allocation conditions under Section 3.06

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

otherwise applicable to Employer Contributions or Nonelective Contributions under the Plan. However, if the Plan Administrator disaggregates the Plan for testing pursuant to the OEE rule under Section 4.06(C), the Otherwise Excludible Employees will not receive an allocation of any Gateway Contribution.

(C) Amount of Gateway Contribution. The Plan Administrator will allocate any Gateway Contribution pro rata based on the Compensation of each Participant who receives a Gateway Contribution allocation for the Plan Year, but in no event will an allocation of the Gateway Contribution to any Participant exceed the lesser of: (1) 5% of Compensation; or (2) one-third (1/3) of the Highest Allocation Rate for the Plan Year. The Plan Administrator will reduce (offset) the Gateway Contribution allocation for a Participant under either the 5% or the 1/3 Gateway Contribution alternative, by the amount of any other Employer Contributions or Nonelective Contributions the Plan Administrator allocates (including forfeitures allocated as an Employer Contribution or Nonelective Contribution and Safe Harbor Nonelective Contributions, but excluding other QNECs, as defined under Section 1.48(C)) for the same Plan Year to such Participant; provided that if an NHCE is receiving only a QNEC and the QNEC amount equals or exceeds the Gateway Contribution, the QNEC satisfies the Gateway Contribution requirement as to that NHCE.

(D) Compensation for 5% Gateway Contribution. For allocation purposes under the 5% Gateway Contribution alternative, "Compensation" means Compensation described under Treas. Reg. §1.401(a)(4)-8(b)(1)(vi)(B).

(E) Compensation for Determination of Highest Rate and 1/3 Gateway Contribution. The Plan Administrator under the 1/3 Gateway Contribution alternative: (i) will determine the Highest Allocation Rate and the resulting Gateway Contribution rate for the NHCE Participants entitled to the Gateway Contribution; and (ii) will allocate the Gateway Contribution, based on Compensation the Employer elects in its Adoption Agreement, provided that such definition satisfies Code §414(s) and if it does not, the Plan Administrator will allocate the Gateway Contribution based on a Code §414(s) definition which the Plan Administrator operationally selects.

(1) **Definition of Highest Allocation Rate.** The Highest Allocation Rate means the greatest allocation rate of any HCE Participant and is equal to the Participant's total Employer Contribution or Nonelective Contribution allocation (including any QNECs, Safe Harbor Nonelective Contributions and forfeitures allocated as a Nonelective Contribution divided by his/her Compensation, as described in this Section 4.07(E)).

(F) Employer Contribution Excludes Match. For purposes of this Section 4.07, an Employer Contribution excludes Matching Contributions.

4.08 AMENDMENT TO PASS TESTING. In the event that the Plan fails to satisfy Code §§410(b) or 401(a)(4) in any Plan Year (and is required to do so), the Employer may elect to amend the Plan consistent with Treas. Reg. §1.401(a)(4)-11(g) to correct the failure, or as otherwise permitted in the regulation. The Employer may make such an amendment in any form or manner as the Employer deems reasonable, but otherwise consistent with Section 9.02. Any amendment under this Section 4.08 will not affect reliance on the Plan's Advisory Letter.

4.09 APPLICATION OF COMPENSATION LIMIT. The Plan Administrator in performing any nondiscrimination testing under this Article 4 will limit each Participant's Compensation to the amount described in Section 1.11(E).

4.10 403(b) TESTING. The Plan Administrator will test Elective Deferrals, Matching Contributions and Employee Contributions under the Plan, in accordance with this Section 4.10.

(A) Annual Elective Deferral Limitation. A Participant's Elective Deferrals for a Taxable Year may not exceed the Elective Deferral Limit. Qualified Organization Catch-up Deferrals and Age 50 Catch-up Deferrals are not subject to the Elective Deferral Limit. See Sections 3.02(D) and (E).

(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 as described in Section 4.10(A)(3). If the Participant's Taxable Year is not a calendar year, the Plan Administrator must apply the Code §402(g) limitation in effect for the calendar year in which the Participant's Taxable Year begins.

(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.** The Elective Deferral Limit is the amount as in effect under Code §402(g) ($18,000 in 2017), subject to adjustment by the IRS in multiples of $500 under Code §402(g)(4). However, in no event shall a Participant's Elective Deferrals exceed the Participant's Compensation for the Taxable Year.

(4) **Suspension after reaching limit.** If, pursuant to a Salary Reduction Agreement or pursuant to a CODA election, 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 Elective Deferrals under his/her Salary Reduction Agreement, 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.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(5) **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 Administrator will distribute the Excess Deferrals as adjusted for Allocable Income, no later than April 15 of the following Taxable Year (or if later, the date permitted under Code §§7503 or 7508A).

(6) **415 interaction.** If the Plan Administrator distributes the Excess Deferrals by the April 15 deadline under Section 4.10(A)(5), the Excess Deferrals are not an Annual Addition under Section 4.05, and the Plan Administrator 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 Section 4.03 are not taken into account in determining the Participant's Elective Deferral Limit.

(7) **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 pursuant to a 401(k) Plan, elective deferrals under a SARSEP, elective contributions under a SIMPLE IRA or salary reduction contributions to a 403(b) plan (irrespective of whether the Employer maintains the other plan), the Participant may provide to the Plan Administrator 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 Administrator 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 distribute the Excess Deferrals (as adjusted for Allocable Income under Section 4.11(B)(1)) the Participant has assigned to this Plan, in accordance with this Section 4.10(A). If a Participant has Excess Deferrals because of making Elective Deferrals to this Plan and other plans of the Employer (but where the Elective Deferral Limit is not exceeded based on Deferrals to any single plan), the Participant for purposes of this Section 4.10(A)(7) is deemed to have notified the Plan Administrator of this Plan of the Excess Deferrals.

(8) **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 4.10(A)(8) may not exceed the amount of the Participant's Pre-Tax Deferrals or Roth Deferrals for the Taxable Year of the correction.

(B) Actual Contribution Percentage (ACP) Test. If: (i) there are Employee Contributions or (ii) the Plan is not a Safe Harbor 403(b) Plan and the Plan includes Matching Contributions, a Participant's Aggregate Contributions may not exceed the ACP Limit. However, this Section 4.10(B) will not apply to a Plan Year if: (1) for the Plan Year no NHCE was an ACP Participant, (2) for the Plan Year no HCE was an ACP Participant, or (3) the Plan is a Governmental Plan, or (4) the Employer is a Church. In accordance with Treas. Reg. §1.401(m)-1(c)(2), it is impermissible for the Plan to use ACP testing for a Plan Year in which it is intended for the Plan through its written terms to use the ACP test safe harbor, even though the Plan fails to satisfy the requirements of such safe harbor for the Plan Year.

(1) **Definition of ACP Limit.** The ACP Limit is the maximum dollar amount of Aggregate Contributions each HCE Participant may receive or may make under the Plan such that the Plan passes the ACP test.

(2) **Definition of Aggregate Contributions.** 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 exceed the ACP Limit.

(4) **ACP test.** For each Plan Year, Aggregate Contributions satisfy the ACP test if they satisfy either of the following tests: (a) The ACP for the HCE Group does not exceed 1.25 times the ACP of the NHCE Group; or (b) 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 to the nearest one-hundredth of one percent 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 for the Testing Year: (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. An Employee who fails to satisfy an allocation condition applicable to Matching Contributions is excluded from the ACP test unless the Employee is eligible to make Employee Contributions or the Plan Administrator re-characterizes any of the Employee's Elective Deferrals as Employee Contributions.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(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 of ACP Participant and HCE and NHCE Groups.** See Section 4.11(A), (E), and (F).

(c) **QNECs.** The Plan Administrator operationally may include in the ACP test QNECs, provided such amounts are not impermissibly targeted under Section 4.10(C).

(d) **Current/Prior Year Testing.**

(i) **Election.** In determining whether the Plan's 401(m) arrangement 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 may amend its Adoption Agreement to change from Prior Year Testing to Current Year Testing at any time, subject to Section 4.06(B). The Employer, under Section 4.06(B) 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 and QNEC deadline/limitation under 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 within a reasonable period thereafter. The Plan Administrator may include Matching Contributions and QNECs (as defined in Section 1.48(C)) 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. To be included in the ACP test, a Matching Contribution must be made on account of an Employee's Elective Deferrals or Employee Contributions for the Testing Year. 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. The Employer may not make an Operational QNEC if the Plan uses Prior Year Testing.

(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 the greater of 3% or 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 under Treas. Reg. §1.401(m)-2(c)(4), the Plan Administrator will make any adjustments such regulations may require to the NHCEs' ACP for the prior year.

(6) **Special aggregation rule for HCEs.** To determine the ACR of any HCE, the Plan Administrator must take into account any Aggregate Contributions allocated to the HCE under any other Plan tested under Code §401(m) maintained by the Employer. If the 401(m) 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 401(m) Plans have different Plan 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 4.10(B)(6) to plans which may not be aggregated under Treas. Reg. §1.401(m)-2(a)(3)(ii)(B).

(7) **Aggregation of certain 401(m) plans.** If the Employer treats two or more plans as a single plan for coverage or nondiscrimination purposes, the Employer must combine the 401(m) Plans under such plans to determine whether the plans satisfy the ACP test. This aggregation rule applies to the ACR determination for all ACP Participants (and ACP participants under the other plans), irrespective of whether an ACP Participant is an HCE or an NHCE. An Employer may not aggregate: (a) plans with different Plan Years; (b) a Safe Harbor 403(b) Plan with a non-Safe Harbor 403(b) Plan; (c) plans which use different testing methods (Current Year Testing versus Prior Year Testing); or (d) any other plans which must be disaggregated under Treas. Reg. §1.410(b)-7. If the Employer aggregating 401(m) Plans under this Section 4.10(B)(7) is using Prior Year Testing, the Plan Administrator must adjust the NHCE Group ACP for the prior year as provided in Section 4.10(B)(5)(d)(v).

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(8) **Distribution of Excess Aggregate Contributions.** 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 (or any later date determined under Code §7508A), must distribute the Vested Excess Aggregate Contributions, as adjusted for Allocable Income under Section 4.11(B)(2).

(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, 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 is equal to the ACP Limit. All reductions under this Section 4.10(B)(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.** A corrective distribution under Section 4.10(B)(8) must include Allocable Income. See Section 4.11(B)(2).

(10) **Vesting/Forfeiture of non-Vested Excess Aggregates.** To the extent an HCE's Excess Aggregate Contributions are attributable to Matching 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).

(11) **Treatment as Annual Addition.** Distributed Excess Aggregate Contributions are Annual Additions under Sections 4.01 through 4.05 in the Limitation Year in which such amounts were allocated.

(C) QNEC and Matching Targeting Restrictions. The Plan Administrator in performing the ACP test may not include in the tests any impermissibly targeted QNEC or Matching Contribution as described in this Section 4.10(C). These targeting restrictions apply to Matching Contributions and to Plan-Designated and Operational QNECs. The Employer will not contribute Operational QNECs which would violate the targeting restrictions.

(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 Applicable Contribution Rate of any ACP Participants who are NHCEs in a group consisting of: (A) any one-half of the ACP Participants who are NHCEs for the Plan Year; or (B) if it would result in a greater Representative Contribution Rate than under clause (A), all of the ACP Participants who are NHCEs and who are employed by the Employer on the last day of the Plan Year.

(b) **Definition of Applicable Contribution Rate.** The Applicable Contribution Rate of an ACP Participant who is an NHCE for the ACP test is the sum of the 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: (i) 5% of Compensation; (ii) the amount of the NHCE's Elective Deferrals; or (iii) 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 ACP Participants who are NHCEs in a group consisting of: (i) any one-half of the ACP Participant NHCEs who make Elective Deferrals for the Plan Year; or if it would result in a greater Representative Matching Rate, (ii) all of

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

the ACP Participant 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.

(c) **Employee Contributions.** If the Plan permits Employee Contributions, the Plan Administrator will apply this Section 4.10(C)(2) by adding together an NHCE's Employee Contributions and Elective Deferrals. If the Plan provides a Matching Contribution only as to Employee Contributions, the Plan Administrator will apply this Section 4.10(C)(2) by substituting the Employee Contributions for Elective Deferrals.

(3) **Accrued fixed contributions.** The Employer must contribute any accrued fixed contribution, even if any or all of such contribution is impermissibly targeted under this Section 4.10(C).

4.11 DEFINITIONS: SECTIONS 4.06-4.10. For purposes of Sections 4.06 through 4.10:

(A) ACP Participant. ACP Participant means an Eligible Employee who has satisfied the eligibility requirements under Article 2 and the allocation conditions under Section 3.06 applicable to any 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 or any other contribution that is matched under the Adoption Agreement. An ACP Participant also includes an Eligible Employee who has satisfied the eligibility requirements under Article 2 applicable to Employee Contributions and who has the right at any time during the Testing Year to make Employee Contributions. Any Employee with zero Compensation for the Testing Year is not an ACP Participant.

(B) Allocable Income. Allocable Income means as follows:

(1) **Excess Deferrals.** For purposes of making a distribution of Excess Deferrals pursuant to Section 4.10(A), Allocable Income means Earnings allocable to the Excess Deferrals for the Taxable Year in which the Participant made the Excess Deferral.

(a) **Reasonable or alternative (pro rata) method.** To calculate such Allocable Income for the Taxable Year, the Plan Administrator will use: (i) a uniform and nondiscriminatory method which reasonably reflects the manner used by the Plan Administrator to allocate Earnings to Participants' Accounts; or (ii) the "alternative method" under Treas. Reg. §1.402(g)-1(e)(5)(iii). See Section 4.11(B)(2)(a) as to the alternative method except the Plan Administrator will apply such modifications as are necessary to determine Taxable Year Allocable Income with respect to the Excess Deferrals.

(2) **Excess Aggregate Contributions.** For purposes of making a distribution of Excess Aggregate Contributions under Section 4.10(B), Allocable Income means Earnings allocable to such amounts.

(a) **Reasonable or alternative (pro rata) 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 Earnings to Participants' Accounts; or (ii) the "alternative method" under Treas. Reg. §1.401(m)-2(b)(2)(iv)(C). Under the alternative method, the Plan Administrator will determine the Allocable Income for the Testing Year by multiplying the Testing Year income with respect to a Participant's Excess Contributions (or Excess Aggregate Contributions) by a fraction, the numerator of which is the Participant's Excess Aggregate Contributions and the denominator of which is the Participant's end of the Testing Year Account Balance attributable to Matching Contributions and Employee Contributions and any other amounts included in the ACP test, but disregarding Earnings on such amounts for the Testing Year.

(C) Compensation. Compensation means, except as otherwise provided in this Article 4, Compensation as defined for nondiscrimination purposes in Section 1.11(F).

(D) Current Year Testing. Current Year Testing means for purposes of the ACP test described in Section 4.10(B), the use of data from the Testing Year in determining the ACP for the NHCE Group.

(E) HCE Group. HCE Group means the group of ACP Participants who are HCEs for the Testing Year.

(F) NHCE Group. NHCE Group means the group of ACP Participants who are NHCEs for the Testing Year, or for the immediately prior Plan Year under Prior Year Testing, except as the Testing Year may apply in the first Plan Year, in accordance with Section 4.10(B)(5)(e)(iv).

(G) Prior Year Testing. Prior Year Testing means for purposes of the ACP test described in Section 4.10(B), the use of data from the Plan Year immediately prior to the Testing Year in determining the ACP for the NHCE Group, unless the first Plan Year provisions of Section 4.10(B)(5)(d)(iv) apply.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(H) Testing Year. Testing Year means the Plan Year for which the Plan Administrator is performing coverage or nondiscrimination testing including the ACP test.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

ARTICLE 5. VESTING

5.01 NORMAL/EARLY 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. The Employer in its Adoption Agreement may specify an Early Retirement Age. A Participant's Account Balance derived from Employer Contributions is 100% Vested upon and after his/her attaining Normal Retirement Age (or if specified in the Adoption Agreement, Early Retirement Age) if the Participant is employed by the Employer on or after that date and regardless of the Participant's Years of Service for vesting or the Employer's Adoption Agreement elected vesting schedules.

5.02 PARTICIPANT DEATH OR DISABILITY. If the Employer elects in its Adoption Agreement, 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. If the Plan is an ERISA Plan, then the vesting schedule must be at least as rapid as 6-year graded or 3-year cliff. If the Plan is not an ERISA Plan, the vesting schedule must be at least as rapid as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded 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:

6-year graded	**3-year cliff**
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 3.05(E)(10)regarding the vesting of QACA Safe Harbor Contributions.

(C) 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) **"Grossed Up" formula.** At any relevant time following the distribution, the Plan Administrator will determine the Participant's Vested Account Balance 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 separate account formula.** The Employer, in Appendix B to its Adoption Agreement, may elect to use the alternative formula. If the Employer elects to use the alternative formula, then 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 + (R x D)) - (R x D). For purposes of this alternative formula, the terms in the preceding Paragraph have the same meaning and "R" is the ratio of "AB" to the Participant's Employer-derived Account Balance immediately following the earlier distribution.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(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. However, if the Plan is an ERISA Plan, the vesting schedules available for Employer Contributions will always satisfy the requirements, at every point in time, of one of the minimum vesting schedules described in Code §411(a)(2)(B) for all years of service.

(E) Fully Vested Amounts. A Participant is 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 3.05(E)(10)), Mandatory Employee Contributions, Nonelective Contributions to former Employees under Section 3.04(D), 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 of 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 <u>IMMEDIATE FORFEITURE UPON CASH-OUT/POSSIBLE RESTORATION</u>.

(A) Effect of Cash-Out Distribution. The provisions of this Section 5.04 will apply if the Plan is an ERISA Plan. If, pursuant to Article 6, 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 5, 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 6), of his/her entire Vested Account Balance (including Elective Deferrals) due to the Participant's Severance from Employment.

(2) **Special rules for Annuities.** For purposes of this Section 5.04, if a Participant's Account is invested in an Annuity Contract, the contract will be returned to the issuer and amended to provide for a transfer of ownership in the Vested portion of the Participant's Account, if any, to the Participant. Upon transfer of ownership, the Participant shall be deemed to have received a distribution of such Vested Account.

(3) **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 Plan 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 last day of the Plan Year, or other Valuation Date, immediately preceding the date of the Cash-Out Distribution, unadjusted for any Earnings occurring subsequent to that last day of the Plan Year (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 the Code.

(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;

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(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 last day of the Plan Year 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 Appendix B to its Adoption Agreement, 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 3, 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 4.

(C) Deemed Cash-Out of 0% Vested Participant. Except as the Employer may provide in Appendix B to its Adoption Agreement, 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.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(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 IRS Guidance. 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 Appendix B to its Adoption Agreement may elect an alternative accounting for a restored Account, either under the "nonelective rule" or under the "rollover rule." Under the nonelective rule, the Plan Administrator will treat the portion of the Participant's restored balance attributable to the Participant's cash-out repayment as a Nonelective Contribution (or other Employer Contributions as applicable) for purposes of any subsequent distribution. Under the rollover rule, the Plan Administrator will treat the portion of the Participant's restored balance attributable to the Participant's cash-out repayment as a Rollover Contribution for purposes of any subsequent distribution; provided however that if the cash-out repayment does not qualify as a Rollover Contribution or if the Plan does not permit Rollover Contributions, the Plan Administrator will apply the nonelective rule. Under either the nonelective rule or the rollover rule the portion of the Participant's restored balance attributable to the Plan Administrator's restoration under Section 5.04(B)(1), consists of the same Contribution Types and amounts as existed as of the date of the Cash-out Distribution.

(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 last day of the applicable Plan Year, notwithstanding the Participant's repayment.

5.05 YEAR OF SERVICE – VESTING. For purposes of this Article 5, 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, unless the Plan is not an ERISA Plan) 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.** 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. If the Plan is an ERISA Plan, any such exclusion must be consistent with ERISA §203.

(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(D)(3).

5.06 BREAK IN SERVICE AND FORFEITURE BREAK IN SERVICE – VESTING. For purposes of this Article 5, 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. On a uniform and nondiscriminatory basis, the Plan Administrator may disregard a Break in Service for a Vesting Computation Period if the Employee is in service on the last day of that period. 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

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

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 5 unless the Employer provides otherwise in Appendix B to its Adoption Agreement. 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.** If the Plan is an ERISA Plan, the date the Participant receives a Cash-Out Distribution.

(3) **Separation.** If the Plan is not an ERISA Plan, as soon as reasonably practical after the date the Participant severs employment.

(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.

5.09 TREATMENT OF NONVESTED AMOUNTS. All Employer Contributions for a Participant, to the extent not vested, will be credited to a separate account for recordkeeping purposes and treated as made to a contract to which Code §403(c) (or another applicable

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

provision of the Code) applies. On or after the date on which the Participant's interest in the separate account becomes nonforfeitable, the contract shall be treated as a Code §403(b) Annuity Contract if: (1) no election has been made under Code §83(b) with respect to the contract; (2) the Participant's interest in the separate account has been subject to a substantial risk of forfeiture before becoming nonforfeitable; (3) contributions subject to different vesting schedules have been maintained in separate accounts; and (4) the separate account at all times satisfied the requirements of Code §403(b) except for the nonforfeitability requirement in Code §403(b)(1)(C). If only a portion of the Participant's interest in a separate account becomes nonforfeitable in a year, then that portion of the contract will be considered a Code §403(b) Annuity Contract and the remaining forfeitable portion will be considered a separate contract to which Code §403(c) (or another applicable provision of the Code) applies. Each contribution (and Earnings thereon) that is subject to a different vesting schedule must be maintained in a separate account for the Participant. The phrase "separate account" used in this Section refers to recordkeeping entries, and does not require the maintenance of a separate account or Annuity Contract.

5.10 EMPLOYEE CONTRIBUTIONS. A Participant who is either fully or partially vested in his or her Employer Contributions will not forfeit any of those contributions merely as the result of a distribution of all or any portion of the Participant's Employee Contributions.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

ARTICLE 6. 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 6 after the Participant's request on a form prescribed by the Plan or the Vendor. The Vendor may make Plan distributions on any administratively practicable date during the Plan Year, consistent with the Investment Arrangement Documentation.

(A) Relationship between Plan and Investment Arrangement Documentation. This Article 6, together with the corresponding Adoption Agreement elections applies to set forth the permissible distributable events and timing. If the Documentation for a particular Investment Arrangement does not provide for a particular distributable event, then such a distribution is unavailable from that Investment Arrangement. For example, if the Plan allows for hardship distributions, and all Investment Arrangements under the Plan except one permit hardship distributions, then hardship distributions are not available from that one Investment Arrangement. By contrast, if the Plan does not allow hardship distributions, then they are not available under any Investment Arrangement in the Plan, regardless of the Investment Arrangement Documentation. Any distribution is subject to the terms of the applicable Investment Arrangement Documentation.

(B) Entitlement to distribution. A Participant is entitled to a distribution after Severance of Employment at the time specified in the Investment Arrangement Documentation, or, if later, the time specified in the Adoption Agreement. If the Plan is an ERISA Plan, then the Participant is entitled to a distribution no later than 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. If the Investment Arrangement Documentation does not specify the timing of distributions after Severance of Employment, the Participant is entitled to a distribution within an administratively reasonable period following Severance of Employment. The failure of a Participant to request a distribution shall be deemed to be an election to defer a distribution. 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).

(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, to distribute to the Participant's Beneficiary the Participant's Vested Account Balance remaining in the Investment Arrangement at the time of the Participant's death.

(1) **Single payment.** If the Participant's Vested Account Balance does not exceed $5,000, the Vendor will distribute the balance without regard to Section 6.04. The distribution will be made in a lump sum (which will be a Cash-Out Distribution if the Participant's Account Balance is not 100% Vested on death) unless the Plan's distribution form provides otherwise. If the Participant's Vested Account Balance exceeds $5,000, the Vendor will distribute the balance subject to Sections 6.02, 6.03, and 6.04.

(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 or the Vendor 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.** The Investment Arrangement Documentation may limit the frequency, timing, and form of in-service distributions.

(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 Appendix B to its Adoption Agreement. 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 non-Elective Deferral Accounts in Annuity Contracts.** The Employer in its Adoption Agreement may elect to permit an in-service distribution of any Account in an Annuity Contract other than an Elective Deferral Account upon a Participant's attainment of a stated age, after a fixed number of years, or based on some other

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

specified event. Such amounts are not Restricted Balances unless such amounts are QNEC Accounts or Safe Harbor Contribution Accounts.

(7) **In-Plan Roth Rollover Contributions.** Except as otherwise elected in Appendix B to the Adoption Agreement, if the Employer in its Adoption Agreement elects under Section 3.08(E) to permit In-Plan Roth Rollover Contributions, (a) all Accounts (except a Roth Account) from which the Participant could then receive a distribution are eligible for an In-Plan Roth Rollover attributable to otherwise distributable amounts; (b) all Accounts (except a Roth Account) which may not be distributed are eligible for an In-Plan Roth Rollover attributable to otherwise nondistributable amounts; (c) a Participant may distribute and roll over his/her Plan loan in an In-Plan Roth Rollover, but without changing the loan repayment schedule; (d) any amount may be distributed in an In-Plan Roth Rollover with no minimum; (e) a Participant may receive In-Service Distributions from his/her In-Plan Roth Rollover Account under the same conditions as the Participant's Roth Elective Deferral Account; and (f) In-Service distributions which are eligible for an In-Plan Roth Rollover are limited to those which are available for other types of distributions. If the Employer in Appendix B to its Adoption Agreement provides for In-Service Distributions which are limited to In-Plan Roth Rollovers, the Employer in Appendix B to its Adoption Agreement may permit distribution of an additional amount solely for the purpose of federal or state income tax withholding for the Participant's anticipated tax obligations regarding the amount includible in the Participant's gross income by reason of the In-Plan Roth Rollover (and the amount withheld for income taxes). The Plan Administrator may limit the amount of the 100% withholding distribution to the amount the Plan Administrator reasonably determines is sufficient to satisfy the Participant's federal and/or state income tax liability relating to the Plan distribution. This Section 6.01(D)(7), other than clause (b), is effective no sooner than September 28, 2010. Clause (b) is effective no earlier than January 1, 2013.

(8) **EACA permissible withdrawal.** If the Employer maintains the Plan as a EACA as defined under Section 3.02(B) and the Employer elects in its Adoption Agreement to allow permissible withdrawals, a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic Deferrals (and allocable Earnings) as a permissible withdrawal, in accordance with the provisions of Section 3.02(B)(2).

(9) **Pre-2009 Annuity Contracts.** If an Annuity Contract an Insurance Company issued before January 1, 2009 provides for In-Service Distributions other than those described in the Adoption Agreement, then amounts held in that Annuity Contract may be distributed in-service in accordance with its terms unless the Employer has elected not to permit such distributions in Appendix B to its Adoption Agreement.

(10) **Qualified Reservist Distribution ("QRD").** The Employer in its Adoption Agreement may elect to permit in-service distribution of Elective Deferrals as a Qualified Reservist Distribution, or QRD. A QRD means a qualified reservist distribution as defined under Code §72(t)(2)(G)(iii). A QRD is any distribution to an individual who is ordered or called to active duty after September 11, 2001, if: (A) the distribution is from the Elective Deferral Account; (B) the individual was (by reason of being a member of a reserve component, as defined in section 101 of title 37, United States Code) ordered or called to active duty for a period in excess of 179 days or for an indefinite period; and (C) the Plan makes the distribution during the period beginning on the date of such order or call, and ending at the close of the active duty period.

(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 9.05, (d) Excess Deferrals described in Section 4.10(A)(2), (e) corrective distributions under Article 4 or Section 7.08, or otherwise permitted by the Code, or (f) as may otherwise be provided by law and in IRS Guidance. This limitation will be applied in conformance with Treas. Reg. §§1.403(b)-6(c) and (d). Also see Sections 6.05 relating to domestic relations orders and 7.05(G) relating to IRS levies.

(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) Employer Contribution Accounts in an Annuity Contract which were not transferred from a Custodial Account; or (b) any Accounts consisting of Employee Contributions or Rollover Contributions and Earnings thereon; or (c) pre-1989 Elective Deferral contributions (excluding Earnings thereon) to an Annuity Contract that are separately accounted for (which may be distributed in accordance with the terms of the Investment Arrangement Documentation).

(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 if the Plan is an ERISA Plan) the Employer elects in its Adoption Agreement or such lesser amount that may be specified in the Investment Arrangement. 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

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

installment distribution which has already commenced. The Employer will notify the Vendor within a reasonable period of time of each Participant's Severance from Employment. The Vendor, upon notification by the Employer, will distribute a Participant's Mandatory Distribution in a lump sum within a reasonable period of time after notification by the Employer of the Participant's Severance from Employment. 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 Investment Arrangements 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. The Plan will comply with the minimum distribution requirements of Code §401(a)(9) in accordance with the terms governing each Investment Arrangement, unless and to the extent otherwise permitted by law and in regulations or other rules of general applicability published by the IRS. For purposes of applying the distribution rules of Code §401(a)(9), each Investment Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Treas. Reg. §1.408-8, except as provided in Treas. Reg. §1.403(b)-6(e). "RMD" refers to a required minimum distribution amount the Plan must distribute pursuant to those rules.

6.03 METHOD OF DISTRIBUTION. Subject to any contrary requirements imposed by the Plan or the Adoption Agreement, a Participant or a Beneficiary may elect distribution under any method permitted in the Investment Agreement Documentation. If the Investment Agreement Documentation does not specify, the Participant or Beneficiary may elect to receive payment in the method or methods specified in the Adoption Agreement. If the Participant receives an annuity, the annuity must be nontransferable 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) Account Types/Sourcing Elections. Subject to the Vendor's operational limitations, 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. The Plan also may permit the affected Participant to elect the Account source(s) of the Participant's distribution unless such elections are contrary to the Code or the Vendor's operational limitations. This Section (A) 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.

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 (or in the form of a QOSA described in Section 6.04(A)(8)), 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 Investment Arrangement or the Employer in Appendix B to its Adoption Agreement 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.

(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

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

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 it is established to the satisfaction of the Plan Administrator that: (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 ERISA 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 (QOSA).** A Participant who elects to waive the QJSA form of benefit is entitled to elect the QOSA at any time during the applicable QJSA election period. The QJSA notice will explain the terms and conditions of the QOSA. The QJSA provisions of Section 6.04(A) apply to a QOSA the Participant elects pursuant to this Section 6.04(A)(8).

(a) **Definition of QOSA.** A QOSA is an Annuity Contract: (i) for the life of the Participant with a Survivor Annuity for the life of the spouse which is equal to the Applicable Percentage of the amount of the annuity which is payable during the joint lives of the Participant and the spouse; and (ii) which is the actuarial equivalent of a single annuity for the life of the Participant. A QOSA also includes any annuity in a form having the effect of an annuity described in the preceding sentence.

(b) **Definition of Applicable Percentage.** For purposes of this Section 6.04(A)(8), the Applicable Percentage is based on the Survivor Annuity percentage under the Plan's QJSA. If the Survivor Annuity percentage is less than 75%, then the Applicable Percentage is 75%. If the Survivor Annuity percentage is greater than or equal to 75%, the Applicable Percentage is 50%.

(c) **No spousal consent requirement for QOSA.** A Participant may elect a QOSA without spousal consent.

(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 Investment Arrangement or the Employer in Appendix B to its Adoption Agreement may elect not to apply the one-year marriage rule requirement as described in Section 6.04(H) 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 6.

(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;

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

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 IRS Guidance, 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 6, 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 elects to apply it to all Participants in the Adoption Agreement. 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, 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 with respect to 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 9.06(F); 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.

(H) One-Year Marriage Rule. The Employer in its Adoption Agreement may elect to apply the "one-year marriage rule." If the Employer elects to apply the one-year marriage rule, a Participant is not considered married unless the Participant and his/her spouse were married throughout the one year period ending on the date of the Participant's death.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

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) and Section 1.58).

(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. If the order is not determined to be a QDRO, then no amounts will be paid pursuant to the order to the alternate payee.

(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.

(D) Alternate Procedure for Certain Plans. If the Plan is not an ERISA Plan, and the Employer has elected in Appendix B to its Adoption Agreement to apply this alternate procedure, then the provisions of this Section (D) will apply in lieu of the balance of this Section 6.05. If a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Accumulated Benefit shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Plan Administrator will establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Any provision in other Sections of the Plan relating to alternate payees will apply to the distribution under a domestic relations order.

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.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(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 an Investment Arrangement 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 an Investment Arrangement, hardship distributions will conform to the safe harbor need and safe harbor necessity rules. A hardship distribution from an Investment Arrangement attributable to a Participant's Elective Deferrals is limited to the aggregate dollar amount of the Participant's Elective Deferrals under the Investment Arrangement (and may not include any income thereon), reduced by the aggregate dollar amount of the distributions previously made to the participant from the Investment Arrangement.

(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. The Plan Administrator or the Vendor may adopt a uniform policy that such a suspension will have the effect of revoking the Participant's Salary Reduction Agreement; however, the Participant must have the effective opportunity to enter into a new Salary Reduction Agreement effective after the expiration of the 6-month suspension period.

(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. See also Section 9.07 regarding information sharing.

(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 IRS guidance.

(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), subject to the Investment Arrangement Documentation, 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 Treas. Reg. §1.401(a)(9)-4.

(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 IRS Guidance) 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

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

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).

(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 (or such lesser amount as the Vendor may determine or the Employer elects in its Adoption Agreement), 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 the other Account and will not aggregate the Account Balance under $200 with the other Account Balance.

(1) **Determination of Mandatory Distribution amount - 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.

(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 roll over his/her Roth Deferral Account by a 60-day indirect rollover, the Participant may roll over only the taxable portion of the distribution to a Roth account in another plan. However, a Participant may use the 60-day rule to roll over the entire Roth Deferral Account to a Roth IRA.

(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 another 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)).

(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 (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (d) any hardship distribution; (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; (f) any corrective distribution of excess amounts under Code §§402(g), 401(k), 401(m), and/or 415(c) and income allocable thereto; (g) any loans that are treated as deemed distributions under Code §72(p) (h) dividends paid on employer securities described in Code §408(k); (i) the costs of life insurance coverage (P.S. 58 costs); (j) prohibited allocations treated as deemed distributions under Code §409(p); and (k) permissible withdrawals from a EACA described in Code §414(w). 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. A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Code §§408(a) or 408(b) or (ii) a qualified plan described in Code §§401(a) or 403(a), or (iii) a tax-sheltered annuity described in Code §403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(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).

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

6.09 REPLACEMENT OF $5,000 AMOUNT. An individual Investment Arrangement or the Employer in Appendix B to its Adoption Agreement may specify that as to any or all places in the Plan, including in Section 3.08, Article 6, or Section 9.05(C) where a $5,000 amount appears, a lesser amount will apply. However, the Adoption Agreement provides a specific election with regard to the limit on Mandatory Distributions under Section 6.01(F) and that limit will apply to those distributions.

6.10 SEVERANCE FROM EMPLOYMENT. For purposes of Article 6, 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.

6.11 DEEMED SEVERANCE DISTRIBUTIONS. The Employer in its Adoption Agreement will elect whether to permit a deemed severance distribution. If the Employer elects to permit a deemed severance distribution, then notwithstanding Section 1.27(A), 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 distribution of amounts from Contribution Types the Employer has selected in the Adoption Agreement. If a Participant elects to receive a distribution on account of this deemed severance, and the distribution includes any of the Participant's Elective Deferrals, then the individual may not make Elective Deferrals or Employee Contributions to the Plan 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 QRD), then the other Plan provision will control and the 6-month suspension will not apply.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

ARTICLE 7. 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 properly administer the Plan. The Plan Administrator will supply to the Vendors the information necessary for the administration of their Investment Arrangements 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. Each Participant shall provide at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the administration of the Plan, including any information required under the terms governing an Investment Arrangement holding any part of the Participant's Account Balance.

(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 Investment Arrangement of the Employer Contributions, Employee 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 and 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 ERISA. The indemnification provisions of this Section 7.01(E) do not extend to any Vendor (including where the Vendor under Section 1.72 is serving as the Plan Administrator), third party administrator, or other Plan service provider unless so provided in a written agreement (including Investment Arrangement 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 Plan Administrator 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) 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. See Appendix D to the Adoption Agreement regarding the allocation of responsibilities. 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 Investment Arrangement Documentation.

7.02 PLAN ADMINISTRATOR.

(A) Compensation and Expenses. If this is an ERISA Plan, 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). 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(H).

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(C) General Powers and Duties. Subject to the limitations of Section 7.01(H), and to the extent not formally or informally delegated to another party pursuant to Section 7.02(F), 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 Investment Arrangement 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, or (if applicable) ERISA. The Plan Administrator may, but is not required to reduce such rules, regulations or policies to writing. The Plan Administrator at any time may amend or terminate prospectively any Plan policy without the requirement of a formal amendment. The Plan Administrator also may create and modify from time to time an 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 an Investment Arrangement 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.** To 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 the Code or ERISA (if applicable).

(13) **Overpayment.** As may be required or appropriate, 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.

(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 Investment Arrangement.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(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 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.

(F) Allocation of Responsibilities. Persons to whom administrative functions have been allocated and the specific functions allocated to such persons shall be identified in Appendix D to the Adoption Agreement. Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the Appendix. The Appendix will also include a list of all the Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements. The Appendix may be modified from time to time. A modification of Appendix D to the Adoption Agreement is not an amendment of the Plan. Persons identified in Appendix D to the Adoption Agreement to whom administrative functions have been delegated shall have all power and authority of the Plan Administrator to the extent necessary or appropriate to perform those functions.

7.03 DIRECTION OF INVESTMENT.

(A) Employer direction of Investment. The Employer has the right to select the Investment Arrangements made available under the Plan unless an Investment Manager is doing so.

(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 Accounts. 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 Plan 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) **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.

(3) **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.

(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 ERISA if this is an ERISA Plan.

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, in-plan Roth rollovers, Employee Contributions, Mandatory Employee

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

Contributions, Matching Contributions, Nonelective Contributions, QNECs and Safe Harbor Contributions, and Rollover Contributions (including Roth and pre-tax amounts).

(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 Investment Arrangement. 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 Investment Arrangement 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's Accounts for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account. In a group Account, the Vendor titles the Investment Arrangement 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 Investment Arrangements in which other Participants do not have any interest. The assets in the individual Account are subject to any limitations imposed by ERISA. 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). 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. In an individual Account, the Vendor titles the Investment Arrangement in the name of the Participant or the Plan. 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.

(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.

(B) Allocation of Earnings. This Section 7.04(B) applies solely to the allocation of Earnings of the Investment Arrangement. 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 3.

(1) **Allocate as of Valuation Date.** As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings since the last Valuation Date.

(2) **Definition of Valuation Date.** The Valuation Date or Dates applicable to a given Investment Arrangement will be as specified in the Investment Arrangement Documentation.

(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 Vendor will allocate Earnings to the Participant Accounts in accordance with the Investment Arrangement Documentation.

(C) Plan Expenses. The Plan Administrator consistent with ERISA (if applicable) 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.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(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. Subject to the terms of the Investment Arrangement Documentation, the Plan Administrator will direct the Vendor to pay from the Investment Arrangement or to charge to the overall Plan or to particular 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 ERISA (if applicable) and the Investment Arrangement Documentation, 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 delivery, 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.

(D) Fee Recapture Account. The Plan Administrator in its discretion may use a Fee Recapture Account to pay non-settlor Plan Expenses and may allocate funds in the Fee Recapture Account (or excess funds therein after payment of Plan Expenses) as Earnings. The Plan Administrator will exercise its discretion in a reasonable, uniform and nondiscriminatory manner. The Employer, in Appendix B to its Adoption Agreement, may specify a particular method the Plan Administrator will use to allocate excess funds in the Fee Recapture Account. A Fee Recapture Account is an account designated to receive amounts which a Plan service provider receives in the form of 12b-1 fees, sub-transfer agency fees, shareholder servicing fees or similar amounts (also known as "revenue sharing"), which the service provider receives from a source other than the Plan and which the service provider may remit to the Plan.

(E) Late Trading and Market Timing Settlement. In the event the Plan becomes entitled to a settlement from a mutual fund or other investment relating to late trading, market timing or other activities, the Plan Administrator will allocate the settlement proceeds to Participants and Beneficiaries in accordance with FAB 2006-01, or in another reasonable manner as the Plan Administrator may determine on a uniform and nondiscriminatory basis.

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, to the extent the Vendor permits, 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 Investment Arrangement(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 Investment Arrangements.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(1) **Automatic revocation of spousal designation.** A divorce decree revokes the Participant's prior 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; (b) the Employer provides otherwise in Appendix B to its Adoption Agreement; or (c) prohibited under state law. This Section 7.05(A)(1) applies solely to a Participant whose divorce 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.

(4) **Limitation on frequency of Beneficiary changes.** A Participant may change his/her Beneficiary in accordance with this Section 7.05(A) as often as the Participant wishes, unless the Employer in Appendix B to its Adoption Agreement elects to impose a minimum time interval between changes, but with an exception for certain major life events, such as death of a Beneficiary, divorce and other such events as the Plan Administrator reasonably may determine.

(5) **Definition of spouse.** The Employer in Appendix B to its Adoption Agreement may define the term "spouse." That definition shall apply for all Plan purposes other than Section 6.02 related to requited minimum distributions, and Sections 6.04 and 7.05(A)(3) related to QJSAs, QPSAs, and related spousal rights.

(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, then the Vendor (subject to any contrary provision in Appendix B to the Adoption Agreement or any contrary provision in Investment Arrangement 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(H)); 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 descendants); 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 Appendix B to its Adoption Agreement 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 Appendix B to its Adoption Agreement may define the term "spouse" under Section 7.05(B)(1). In the absence of such a definition, the Plan Administrator will interpret and apply the term "spouse" in a manner which is consistent with the Code provisions relating to retirement plans.

(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 Appendix B to its Adoption Agreement. 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.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(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 for Plan Loans (Section 7.06) and as provided in Section 6.05 relating to domestic relations orders, 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 by law, a benefit under the Plan is not subject to attachment, garnishment, levy, execution or other legal or equitable process. Without regard to distribution restrictions otherwise provided herein, the Plan Administrator may pay from a Participant's or Beneficiary's Accumulated Benefit the amount that the Plan Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

(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. This Section 7.05(I) does not apply if the Plan is not an ERISA Plan, but the Plan Administrator may adopt a claims procedure.

(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 Investment Arrangement Documentation, if the Adoption Agreement permits Participant Loans, 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; (vii) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default; and (viii) acceptable methods for repayment of the loan. 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 Investment Arrangement 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

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

provides for a fixed repayment schedule (except that the loan policy may suspend loan payments pursuant to Code §414(u)(4) or other Code provisions); (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; (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 Investment Arrangement; (8) the loan otherwise conforms to the exemption provided by ERISA §408(b)(1); and (9) the loan has repayment safeguards to which a prudent lender would adhere. 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).

(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 180 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 the terms under which Participants may obtain loans is made by reference to the Investment Arrangement Documentation.

(G) Coordination; Code §72(p). 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 Plan 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). No loan to any Participant or Beneficiary can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant or Beneficiary would exceed the lesser of (a) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or (b) one-half the present value of the nonforfeitable accrued benefit of the Participant. For the purpose of the above limitation, all loans from all plans of the Employer and Related Employers are aggregated. Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, except that if such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the amortization period shall not extend beyond a commercially reasonable period from the date of the loan.

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 consistent with ERISA (if applicable) and the Investment Arrangement Documentation. 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). If the Plan forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

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.

(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 Appendix B to its Adoption Agreement may provide that the Plan will use group Investment Arrangement 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. If the Plan is an ERISA Plan, the Plan should use 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). If the Plan is not an ERISA Plan, the Plan Administrator may use its discretion (subject to Section 7.01(H)) in determining the search method or methods.

(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 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)(2)(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 free Internet search tools; and (5) use a commercial locator service, credit reporting agencies, other Internet tools 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. The purpose of this Section is to reflect DOL Guidance regarding locating missing or unresponsive Participants as of the date the Plan was written, which have changed over time. If the Plan is an ERISA Plan, the Plan Administrator should use the search methods which applied and were available at the time of the search.

(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 ERISA (if applicable) or the Code. 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,

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

provided that: (1) the terms of any such policy must be uniform and nondiscriminatory; and (2) the Plan must administer the policy in a uniform and nondiscriminatory manner. To the extent a Vendor adopts a policy, that policy will apply to Investment Arrangements of this Plan which the Vendor administers, and the terms and administration of the Policy must be uniform and nondiscriminatory among such Investment Arrangements. The Plan also may administer lost Participant Accounts consistent with the Code and ERISA (if applicable) which is contrary to any provision of Section 7.07.

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 as permitted by 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 the Code and ERISA (if applicable). 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 allowed by the Code or ERISA (if applicable). 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.

(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.

(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. The Employer, in Appendix B to its Adoption Agreement, may elect to apply the law of another state.

(I) Parties to Litigation. A Participant or a Beneficiary is not a necessary party or required to receive notice of process in any court proceeding involving the Plan, an Investment Arrangement 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 provided that the Vendor has been properly served and has had opportunity to litigate the issue.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(J) Fiduciaries Not Insurers. The Plan Administrator and the Employer in no way guarantee the Investment Arrangements from loss or depreciation. The Employer does not guarantee the payment of any money which may be or becomes due to any person from an Investment Arrangement. The liability of the Employer, the Plan Administrator and a Vendor to make any payment from the Investment Arrangement 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 Investment Arrangements 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). 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.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

ARTICLE 8. PLAN FUNDING

8.01 INVESTMENT ARRANGEMENTS/INCORPORATION OF TERMS.

(A) Alternative Investment Arrangements. The Plan may be funded by means of one or more Custodial Accounts or Annuity Contracts. The Employer will specify in Appendix D to its Adoption Agreement the Annuity Contracts and Custodial Accounts available under the Plan.

(1) **Multiple vehicles.** The Plan may provide more than one Investment Arrangement within the single Plan.

(2) **Selection of specific funding.** The Employer in its sole discretion will designate from time to time the specific Investment Arrangements which are available as Plan investments. The Employer may change such designation at any time.

(3) **Nonforfeitability.** An Investment Arrangement must be nonforfeitable under Code §403(b)(1)(C), except as otherwise provided herein (such as the vesting provisions of Article 5).

(4) **Group trust.** As permitted under the Code, Plan assets under a Custodial Account may be invested in a group trust with assets held by tax qualified plans or individual retirement plans. 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 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. For purposes of this Section 8.01(A)(4), a trust includes a custodial account which is treated as a trust under Code §401(f).

(B) Incorporation of Terms. The Plan under this Section 8.01(B) incorporates the provisions of the Investment Arrangement 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 Plan provisions will prevail.

8.02 CONTRIBUTION TIMING.

(A) General. The Employer will make its contributions to the Investment Arrangement within a period that is not longer than is reasonable for the proper administration of the Plan.

(B) Elective Deferrals. The Employer will transmit Elective Deferrals to an Investment Arrangement 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, and in no event later than the 15th business day of the month following the month in which the amounts would otherwise have been payable to the Participant.

8.03 ANNUITY CONTRACT.

(A) Defined. An Annuity Contract is defined in 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.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

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).

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

ARTICLE 9. ADDITIONAL PROVISIONS

9.01 EXCLUSIVE BENEFIT. Except as provided under Section 3.01(E), the Employer does not have any beneficial interest in any asset of an Investment Arrangement and no part of any asset in an Investment Arrangement 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 Investment Arrangement, or any asset of the Investment Arrangement, 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.

(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.** 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;

(2) **Code §415.** To add in Appendix B to its Adoption Agreement 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 the Code or with ERISA (if applicable).

(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 Plan 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 an administrative checklist, or other ancillary documents described in Section 1.04 which are part of the Plan, other than the Adoption Agreement and the basic plan document. This provision does not grant any discretionary authority to the Plan Administrator which would be inconsistent with the provisions of Section 7.01(H).

(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 1.29(A).

(C) Impermissible Amendment/Protected Benefits.

(1) **Exclusive benefit/no reversion.** The Employer may not amend the Plan to permit any of an Investment Arrangement (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 Investment Arrangement 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 IRS or DOL Guidance, 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 IRS or DOL Guidance. An amendment does not

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

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 may maintain a list of Protected Benefits it must retain.

(D) Practitioner Amendments. The Practitioner may amend any part of the Plan. For purposes of Practitioner amendments, the mass submitter shall be recognized as the agent of the Practitioner. If the Practitioner does not adopt the amendments made by the mass submitter, it will no longer be based on the mass submitter Plan.

9.03 VOLUME SUBMITTER PRACTITIONER AMENDMENTS.

(A) General. The Practitioner, without the Employer's consent, may amend the Plan (including any Adoption Agreement), from time to time on behalf of Employers who have previously adopted the Plan: (1) to conform the Plan to any changes to the Code, and other IRS Guidance (including adoption of model, sample or other required good faith amendments that specifically provide that their adoption will not cause such plan to be individually designed); or (2) to make corrections to prior approved plans that may be applied to all employers who adopted the Plan. The Practitioner, also may amend the Plan (including any Adoption Agreement), from time to time effective as to employers who have not yet adopted the Plan. The Practitioner's mass submitter may act as the agent of the Practitioner in adopting amendments.

(B) Notice to Employers. The Practitioner must make reasonable and diligent efforts to ensure adopting Employers have actually received and are aware of all Practitioner generated Plan amendments and that such Employers complete and sign new Adoption Agreements when necessary.

(C) Prohibited Amendments. Except under Section 9.03, the Practitioner may not amend the Plan in any manner which would modify any adopting Employer's Plan existing Adoption Agreement election without the Employer's written consent. In addition, the Practitioner may not amend the Plan in any manner which would violate Section 9.02(C).

(D) Practitioner limitations. A Practitioner may no longer amend the Plan as to any adopting Employer as of the date: (1) the Employer amends its Plan in a manner as would result in the type of plan not permitted under the Volume Submitter program; or (2) the IRS notifies the Practitioner that the Plan is being treated as an individually designed plan.

9.04 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 9.05.

9.05 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 Employer has no obligation or liability whatsoever to maintain the Plan for any specific length of time and may terminate the Plan or discontinue contributions under the Plan at any time without liability hereunder for any such discontinuance. 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.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(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 9.05(B) in accordance with ERISA. 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) General Procedure upon Termination. Upon termination of the Plan, the distribution provisions of Article 6 remain operative, with the following exceptions and subject to any restrictions in the Investment Arrangement Documentation:

(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 a 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 9.05(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 (C).

(4) **Plan Termination Distribution.** For purposes of the Plan termination requirements, the Plan may treat the delivery of a fully paid Annuity Contract as a distribution.

(D) Joint and Survivor Exception. If the Plan is subject to Section 6.04(G), in lieu of applying Section (C)and the distribution provisions of Article 6, the Vendor may 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 9.05(D) 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.

(E) 403(b) Plan Distribution Restrictions. A Participant's Restricted Balances are distributable on account of Plan termination, as described in this Section 9.05, 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.

(F) Continuing Investment Arrangement Documentation. A Vendor's Investment Arrangement Documentation will continue in effect until the Vendor has distributed all of the benefits under the Investment Arrangement. On each Valuation Date, the Plan will credit any part of a Participant's Account Balance retained in the Investment Arrangement with its share of Earnings.

(G) 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 Investment Arrangement Documentation may provide.

(H) 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 5.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

9.06 MERGER/DIRECT TRANSFER.

(A) Authority. The Plan Administrator possesses the specific authority to enter into merger agreements or direct transfer of assets agreements with 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. The limitations of this Section 9.06 do not apply to rollovers described in Sections 3.08 or 6.08. Except as provided in Sections 9.06(G) and (H), the Plan may not accept a transfer or merger from, or make a transfer or merger to, a qualified plan or a plan described in Code §457(b).

(B) Regulatory Requirements.

(1) **Contract exchange within same plan.** Except as the Employer otherwise elects in Appendix B to its Adoption Agreement, a Participant (or Beneficiary) may exchange one 403(b) Investment Arrangement for another, Investment Arrangement then authorized to receive ongoing contributions under the Plan provided the exchange satisfies the following conditions: (1) the Participant's Accumulated Benefit immediately after the exchange at least equals the Participant's Accumulated Benefit immediately before the exchange; and (2) to the extent the exchanged Investment Arrangement is subject to 403(b) Distribution Restrictions, the other Investment Arrangement imposes distribution restrictions no less stringent than those imposed by the exchanged Investment Arrangement.

(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 or former 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 Accumulated Benefit before the transfer; (5) to the extent the transferred Investment Arrangement 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). This Plan expressly prohibits such transfers except to the extent the Employer provides otherwise in Appendix B to its Adoption Agreement. The Plan Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with the requirements of this Section and Treas. Reg. §1.403(b)-10(b)(3) and to confirm that any other plan involved in the transfer satisfies Code §403(b).

(3) **Contract exchange to Vendor which is not part of the Plan.** A Participant (or Beneficiary) may exchange one 403(b) Investment Arrangement for an Investment Arrangement not provided under the Plan, if the exchange satisfies the following conditions: (1) the Vendor agrees to assume the responsibilities of a Vendor hereunder; (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 Investment Arrangement is subject to 403(b) Distribution Restrictions, the other Investment Arrangement imposes distribution restrictions no less stringent than those imposed by the exchanged Investment Arrangement; (4) the Employer has not prohibited the exchange in Appendix B to its Adoption Agreement; and (5) the Employer and the Vendor enter into an Information Sharing Agreement, as defined in Section (C). Unless otherwise specified in Appendix B to the Adoption Agreement, the Plan provides for and permits such exchanges with any Vendor which agrees to assume the responsibilities of a Vendor hereunder and enters into an Information Sharing Agreement.

(C) Information Sharing Agreement. An Information Sharing Agreement should provide for the exchange of the following information:

(1) **403(b) matters.** Information necessary for the resulting Investment Arrangement, or any other Investment Arrangement under the Plan, to satisfy Code §403(b), including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment; (ii) the Vendor notifying the Employer of any hardship withdrawal; and (iii) the Vendor providing information to the Eligible Employer or other Vendors concerning the Participant's or Beneficiary's 403(b) contracts or Custodial Accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any Plan loans and rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules):

(2) **Reporting matters.** Information necessary for the Plan Administrator and Vendor to satisfy any reporting, disclosure, or federal or state withholding obligations related to the Investment Arrangement; and

(3) **Other matters.** Information necessary in order for the resulting Investment Arrangement and any other Investment Arrangement under the Plan for the Participant to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations, so that any such additional loan is not a deemed distribution under Code §72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax Employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(D) Administration of Transferred Amount. The Vendor will hold, administer and distribute the transferred assets as a part of the Investment Arrangement.

(E) 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).

(F) Elective Transfer/Protected Benefits. The Plan ("transferee plan") will not fail to satisfy the requirements of Section 9.06 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.

(G) 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)).

(H) Church Plans. The Plan Administrator may accept a transfer from a qualified plan, may make a transfer to a qualified plan, or may merge this Plan with a qualified Plan, if all of the following conditions are satisfied: (1) The Employer sponsoring both plans is the same Church or Church-Related Organization, and (2) the total accrued benefit of each Participant or Beneficiary, after the transfer or merger, is: (a) fully vested and (b) at least equal to the total accrued benefit of such Participant or Beneficiary before the transfer or merger. The phrase "accrued benefit" means the accrued benefit determined under the terms of a defined benefit plan, or the account balance determined under the terms of a defined contribution plan.

9.07 INFORMATION SHARING.

Each Vendor and the Plan Administrator shall exchange such information as may be necessary to satisfy Code §403(b) or other requirements of applicable law. In the case of a Vendor which is not eligible to receive contributions under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive contributions under the Plan and a Vendor holding assets under the Plan), the Employer shall keep the Vendor informed of the name and contact information of the Plan Administrator in order to coordinate information necessary to satisfy Code §403(b) or other requirements of applicable law. If any Vendor ceases to be eligible to receive contributions under the Plan, the Employer will offer to enter into an Information Sharing Agreement as described in Section 9.06(C) to the extent the Employer's contract with the Vendor does not already provide for the exchange of information described in therein.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

ARTICLE 10. MULTIPLE EMPLOYER PLAN

10.01 ELECTION/OVERRIDING EFFECT. This Article 10 applies only to the extent described in Paragraphs (A) or (B) below. If this Article 10 does apply, then the rules of Code §413(c) and the related Treasury Regulations (which are incorporated by reference) will apply to the adopting Employer and each Participating Employer. The provisions of Article 10, if in effect, supersede any contrary provisions in the Plan or the Employer's Adoption Agreement. *Note: The IRS has not reviewed the provisions of this Article 10, and the Employer cannot rely on the Advisory Letter with regard to the validity of these provisions.*

(A) Election. If the Employer elects in its Adoption Agreement that the Plan is a Multiple Employer Plan, then the provisions of this Article 10 will apply as of the Effective Date the Employer elects in its Adoption Agreement. If an Employer that is not a Related Employer becomes a Participating Employer, then this Article 10 will apply effective as of the date the Employer specifies in its participation agreement.

(B) Automatic Effect. If a Related Employer is a Participating Employer, and thereafter ceases to be a Related Employer (but is still a Participating Employer), then the provisions of this Article 10 will apply thereafter until the Plan is no longer maintained by a Participating Employer which is not a Related Employer.

10.02 DEFINITIONS. The following definitions apply to this Article 10 and supersede any conflicting definition in the Plan.

(A) Employee. Employee means any Employee of a Participating Employer.

(B) Lead Employer. The Lead Employer means the Signatory Employer to the Adoption Agreement Execution Page, and does not include any Related Employer or Participating Employer except as described in the next sentence. If the Adoption Agreement designates that Article 10 applies pursuant to Section 10.01(A), the Lead Employer will be a Participating Employer unless otherwise specified in a separate agreement. The Lead Employer has the same meaning as the Signatory Employer for purposes of making Plan amendments and other purposes as described in Section 1.29(A) regardless of whether the Lead Employer is also a Participating Employer under this Article 10. As to the right of a Lead Employer to terminate the participation of a Participating Employer, see Section 10.09.

(C) Participating Employer. A "Participating Employer" is an Eligible Employer which, with the consent of the Lead Employer, executes a Participation Agreement to the Adoption Agreement. A Participating Employer is an Employer for all purposes of the Plan except as provided in Section 1.29. A Participating Employer may, but need not be a Related Employer.

10.03 PARTICIPATING EMPLOYER ELECTIONS. In its Adoption Agreement, the Lead Employer will specify: (A) whether a Participating Employer may modify any of the Adoption Agreement elections; (B) which elections the Participating Employer may modify; and (C) any restrictions on the modifications. Such elections and modifications must be reflected on the Participation Agreement the Participating Employer signs. See Section 1.51.

10.04 HCE STATUS. The Plan Administrator will determine HCE status under Section 1.39 separately with respect to each Participating Employer.

10.05 TESTING.

(A) Separate Status. The Plan Administrator will perform the tests listed in this Section (A) (to the extent they apply) separately for each Participating Employer, with respect to the Employees of that Participating Employer. For this purpose, the Employees of a Participating Employer, and their allocations and Accounts, will be treated as though they were in a separate plan. Any Plan correction under Section 7.08 will only affect the Employees of the Participating Employer. The tests subject to this separate treatment are:

(1) **Universal Availability.** The universal availability requirement of Section 2.01(A).

(2) **ACP.** The ACP test in Section 4.10(B)

(3) **Nondiscrimination.** Nondiscrimination testing as described in Code §401(a)(4), the applicable Treasury regulations, and Sections 4.06 and 4.07.

(4) **Coverage.** Coverage testing as described in Code §410(b), the applicable Treasury regulations, and Sections 3.06(F) and 4.06.

(B) Transition Year. This Section 10.05(B) applies if as a result of a transaction or similar event a Participating Employer ceases to be a Related Employer in the middle of a Plan Year. In such a situation the Plan Administrator may perform the tests described in Section 10.05(A) as though (1) the Plan Year consisted of two Plan Years, before and after the transaction; or (2) on the basis of a single Plan Year, taking all for each Participating Employer the Employees of Related Employers before the transaction, and disregarding Employees who are not Employees of Related Employers after the transaction.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

(C) Joint Status. The Plan Administrator will perform the following tests for the Plan as whole, without regard to an Employee's employment by a particular Participating Employer:

(1) **Annual Additions Limit.** Applying the Annual Additions Limit in Section 4.05(B).

(2) **Elective Deferral Limit.** Applying the Elective Deferral Limit in Section 4.10(A).

(3) **Catch-Up Limit.** Applying the limit on Catch-Up Deferrals in Section 3.02(D) or 3.02(E).

10.06 COMPENSATION.

(A) Separate Determination. For the following purposes, described in this Section 10.06(A) the Plan Administrator will determine separately a Participant's Compensation for each Participating Employer. Under this determination, except as provided below, Compensation from a Participating Employer includes Compensation paid by a Related Employer of that Participating Employer.

(1) **Nondiscrimination and coverage.** All of the separate tests listed in Section 10.05(A).

(2) **Allocations.** Application of allocations under Article 3. However, the Employer's Adoption Agreement elections control the extent to which Compensation for this purpose includes Compensation of Related Employers.

(3) **HCE determination.** The determination of an Employee's status as an HCE.

(B) Joint Status. For all Plan purposes other than those described in Section 10.06(A) but not limited to determining the Annual Additions Limit in Section 4.05(B), Compensation includes all Compensation paid by or for any Participating Employer or Related Employer.

10.07 SERVICE. An Employee's Service includes all Hours of Service and Years of Service with any and all Participating Employers and their Related Employers. An Employee who terminates employment with one Participating Employer and immediately commences employment with another Participating Employer has not incurred a Separation from Service or a Severance from Employment.

10.08 COOPERATION AND INDEMNIFICATION.

(A) Cooperation. Each Participating Employer agrees to timely provide to the Plan Administrator upon request all information the Plan Administrator deems necessary. Each Participating Employer will cooperate fully with the Plan Administrator, the Lead Employer, and with Plan fiduciaries and other proper Plan representatives in maintaining the qualified status of the Plan. Such cooperation will include payment of such amounts into the Plan, to be allocated to Employees of the Participating Employer, which are reasonably required to maintain the tax-qualified status of the Plan.

(B) Indemnity. Each Participating Employer will indemnify and hold harmless the Plan Administrator, the Lead Employer, the Plan, other Plan fiduciaries, other Participating Employers, Participants and Beneficiaries, and as applicable, their subsidiaries, officers, directors, shareholders, employees, and agents, and their respective successors and assigns, against any cause of action, loss, liability, damage, cost, or expense of any nature whatsoever (including, but not limited to, attorney's fees and costs, whether or not suit is brought, as well as all IRS or DOL Plan disqualification, fiduciary breach or other sanctions, compliance fees or penalties) arising out of or relating to: (1) the Participating Employer's noncompliance with any of the Plan's terms or requirements; or (2) the Participating Employer's intentional or negligent act or omission with regard to the Plan, including the failure to provide accurate, timely information requested by the Plan Administrator.

10.09 INVOLUNTARY TERMINATION. The Lead Employer may terminate the participation of any Participating Employer (hereafter, "Terminated Employer") in this Plan. If the Lead Employer acts under this Section 10.09, the following will occur:

(A) Notice. The Lead Employer will give the Terminated Employer a notice of the Lead Employer's intent to terminate the Terminated Employer's status as a Participating Employer of the Plan. The Lead Employer will provide such notice not less than 30 days prior to the Effective Date of termination unless the Lead Employer determines that the interests of Plan Participants requires earlier termination.

(B) Spin-off. The Lead Employer will establish a new 403(b) Plan, using the provisions of this Plan with any modifications contained in the Terminated Employer's Participation Agreement, as a guide to establish a new 403(b) Plan (the "Spin-off Plan"). The Lead Employer will direct the Vendors to transfer (in accordance with the rules of Treas. Reg. §1.403(b)-10(b)) the Accounts of the Employees of the Terminated Employer to the Spin-off Plan. The Terminated Employer will be the Employer, Plan Administrator, and sponsor of the Spin-off Plan. The Lead Employer may charge the Terminated Employer or the Accounts of the Employees of the Terminated Employer with the reasonable expenses of establishing the Spin-off Plan.

(C) Transfer. The Terminated Employer, in lieu of the Lead Employer's creation of the Spin-off Plan under Section 10.09(B), may elect a transfer under this Section 10.09(C) to effect the termination of its status as a Participating Employer. To elect this

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

alternative, the Terminated Employer must give notice to the Lead Employer of its choice, and must supply any documentation which the Lead Employer reasonably may require as soon as is practical and before the Effective Date of termination. If the Lead Employer has not received such notice and any required documentation within ten (10) days prior to the stated date of termination, the Lead Employer may proceed with the Spin-off Plan under Section 10.09(B). The Lead Employer will direct the transfer (in accordance with the rules of Treas. Reg. §1.403(b)-10(b)) of the Accounts of the Employees of the Terminated Employer to a 403(b) plan the Terminated Employer maintains. The Terminated Employer must deliver to the Lead Employer in writing such identifying and other relevant information regarding the transferee plan and must provide such assurances as the Lead Employer may reasonably require that the transferee plan is a 403(b) plan.

(D) Participants. The Employees of the Terminated Employer will cease to be eligible to accrue additional benefits under the Plan with respect to Compensation paid by the Terminated Employer, as of the Effective Date of the termination. To the extent that these Employees have accrued but unpaid contributions as of such Effective Date, the Terminated Employer will pay such amounts to the Plan or to the Spin-off Plan no later than 30 days after the Effective Date of termination, unless the Terminated Employer has elected the transfer alternative under Section 10.09(C).

(E) Consent. By its execution of the Participation Agreement, the Terminated Employer specifically consents to the provisions of this Article 10, and in particular, this Section 10.09 and agrees to perform its responsibilities with regard to the Spin-off Plan, if necessary.

10.10 VOLUNTARY TERMINATION. A Participating Employer (hereafter "Withdrawing Employer") may voluntarily withdraw from participation in the Plan at any time. If and when a Withdrawing Employer wishes to withdraw, the following will occur:

(A) Notice. The Withdrawing Employer will inform the Lead Employer and the Plan Administrator of its intention to withdraw from the Plan. The Withdrawing Employer must give the notice not less than 30 days prior to the Effective Date of its withdrawal.

(B) Procedure. The Withdrawing Employer and the Lead Employer will agree upon procedures for the orderly withdrawal of the Withdrawing Employer from the Plan. Such procedures, as they relate to the Accounts of the Employees of the Withdrawing Employer, may include any alternative described in Section 10.09.

(C) Costs. The Withdrawing Employer will bear all reasonable costs associated with withdrawal and transfer under this Section 10.10.

(D) Participants. The Employees of the Withdrawing Employer will cease to be eligible to accrue additional benefits under the Plan as to Compensation paid by the Withdrawing Employer, as of the Effective Date of withdrawal. To the extent that such Employees have accrued but unpaid contributions as of such Effective Date, the Withdrawing Employer will contribute such amounts to the Plan or the Spin-off Plan promptly after the Effective Date of withdrawal, unless the Accounts are transferred to a 403(b) plan the Withdrawing Employer maintains.

© 2017 Mid America Administrative and Retirement Solutions, Inc. or its suppliers

MidAmerica
Administrative & Retirement Solutions, Inc.

INFORMATION SHARING AGREEMENT

This Information Sharing Agreement ("Agreement") between MidAmerica Administrative & Retirement Solutions, Inc. ("Provider") and Bayard Public Schools ______________________________ ("Plan Sponsor") establishes the understanding between Provider and Plan Sponsor to share information necessary for compliance with final 403(b) regulations relating to Exchanges by employees of Plan Sponsor made after September 24, 2007. Provider and Employer intend this Agreement to describe the respective duties and obligations of the parties with respect to Exchanges as set forth hereafter.

Plan Sponsor represents:

1. That it is an employer eligible to offer programs under §403(b) of the Internal Revenue Code of 1986, as amended (the Code);
2. That it has established and maintains a program for eligible employees intended to qualify as a tax sheltered annuity under §403(b) of the Code ("403(b) Plan");
3. As part of the 403(b) Plan, Plan Sponsor either allows or intends to allow employees to Exchange their current 403(b) accounts/contracts for 403(b) accounts/contracts offered by Provider;

Provider represents:

5. That it will offer for Exchange only 403(b) annuity contracts/custodial accounts that conform to applicable laws and regulations;
6. That an employee's accumulated benefit under the Provider's 403(b) contract/account after an Exchange shall be at least equal to the accumulated benefit of the employee's contract/account immediately prior to the Exchange;
7. That the distribution restrictions applicable to the Provider's contract/account are at least as restrictive as the distribution requirements applicable to the 403(b) contract/account prior to the Exchange;
8. That it will, upon receiving a copy of the written 403(b) plan document, comply with its terms and conditions; and
9. That it will, in the event of a tax audit of Plan Sponsor, cooperate in providing necessary information relating to the 403(b) Plan as requested

Plan Sponsor and Provider Agree:

10. That each, or their authorized representatives, shall exchange information necessary for compliance with the requirements of §403(b) related Code sections and other applicable laws and regulations, including, but not limited to information on employment status, contributions and transactions made to or from other 403(b) contracts/accounts under the 403(b) Plan, information on other exchanges, loans and hardship withdrawals, (as permitted under the 403(b) Plan) and any other information necessary to facilitate activities permitted under the terms of the 403(b) Plan or tax compliance and reporting.
11. Provider shall indemnify and hold harmless Plan Sponsor, any member of its governing board and employees from any claim, demand, or suit which may arise out of, be connected with, or be made due to the negligence of Provider or failure of Provider to meet the requirements of this Agreement. However, this indemnification shall not cover any claim, demand or suit based on erroneous information provided by Plan Sponsor, its employees, former employees or legal representatives of such parties, or any willful misconduct or negligence

by such parties. Provider shall, at its own expense and risk, defend, or at its option, settle any legal proceeding brought against Plan Sponsor based on any claim, demand or suit covered by this indemnification, provided that Provider is notified by Plan Sponsor, in writing, within thirty (30) days of Plan Sponsor's receipt of such claim or demand. Provider's liability under this indemnification is limited to actual damages and out-of-pocket legal fees and expenses only.

12. For purposes of this Agreement, "Exchange" means the tax-free exchange of all or some portion of an employee's 403(b) contract/account from an investment provider to a 403(b) contract/account with the Provider for the purpose of changing investments.
13. That the dates set forth in this Agreement, except for the execution date, are automatically extended to conform to any later available compliance dates that may be provided under applicable guidance issued after this Agreement is executed.

Name of Employer: Bayard Public Schools

Signature: ____________________

Print Name: Travis Miller

Title: Superintendent

Date: ____________________

MidAmerica Administrative & Retirement Solutions

Signature: ____________________

Print Name: Trent Teesdale, CEBS

Title: Sr. Vice President of Business Development

Date: ____________________

MidAmerica

MidAmerica Administrative & Retirement Solutions
2855 Interstate Drive, Suite 115, Lakeland, FL 33805
Phone: (800) 430-7999 Fax: (863) 686-9727

MidAmerica Administrative & Retirement Solutions

403(b) PROGRAM COMPLIANCE SERVICES AGREEMENT

for

Bayard Public Schools

THIS 403(b) PROGRAM COMPLIANCE SERVICES AGREEMENT (“Agreement”) is entered into between the employer and plan sponsor named above (the “Client”), as Employer and Sponsor of the 403(b) program named below (the “Plan”), and MidAmerica Administrative & Retirement Solutions, Inc. (MidAmerica).

WHEREAS, the Client has adopted a 403(b) program for the eligible employees of the Client, and wishes to appoint an agent to perform certain non-discretionary plan administration, plan compliance and related services for the Plan, and MidAmerica agrees to provide these services:

NOW, THEREFORE, the Client and MidAmerica agree as follows:

Section 1.0: Responsibilities of MidAmerica

MidAmerica accepts on behalf of the client the fiduciary responsibility for the following administrative, compliance and related services MidAmerica will provide for the Plan:

1.1 **Provision of Plan Documents.** MidAmerica will provide a Basic Plan Document and an Adoption Agreement to Client, for review and approval by the Client and counsel. The Client will complete and review the documents to assure that they reflect the intended operation of the Plan by the Client. MidAmerica will also provide updates, amendments and restatements of these documents as it deems appropriate to conform to changing statutory and regulatory requirements. The right to use MidAmerica Plan documents is granted and licensed to Client by MidAmerica only during the term of this Agreement, and they should not be used, and may become outdated and non-compliant, after the termination of this Agreement.

1.2 **Approved Investment Providers.** The Plan may include 403(b) qualified investment providers and products, as reasonably requested by Client. MidAmerica will update the Schedule of Investment Providers and Approved 403(b) Investment Products for approval and execution by Client. All plan providers must agree to cooperate with MidAmerica in the administration of the Plan. Actual plan investment allocations between available investment products will be directed by Plan Participants under rules provided by the Employer. The allocation of Plan contributions shall be in accordance with the salary reduction or other agreement of the Participant with the Employer, shall be provided to MidAmerica, and shall be promptly updated as it changes. Investment providers will be expected to agree to cooperate with MidAmerica in the provision of services under this Agreement, including providing 403(b) qualified products, and following Plan procedures established hereunder for loans and distributions.

1.3 **Contribution Limit Testing.** MidAmerica will monitor the following limits on contributions which can be made to the Plan in accordance with the plan provisions:

(a) The regular Code Section 402(g) annual limit on salary deferral contributions for a Participant.

(b) The 15 years of service Code Section 402(g) (7) additional catch-up salary deferral contribution limit for a Participant.

(c) The age 50 and greater Code Section 414(v) additional catch-up salary deferral contribution limit for a Participant.

(d) The total annual addition Code Section 415 limit on all contributions made to the Plan for a

Participant.

Contribution limit testing will be conducted using data provided by the Client and the Participant. Calculation & monitoring will be performed at least monthly to the extent that data is provided by the Client. All limits will be conducted on a calendar plan year basis. If excess contributions are detected at any time during the year or after the end of the plan year, the Client and the Participant will be notified. The Participant may, by March 15, notify MidAmerica of the investment product from which the excess contribution and any applicable income will be distributed. If no direction is received from the Participant, the Client may so direct corrective distributions. MidAmerica will provide corrective distribution information to the applicable investment provider. MidAmerica cannot be responsible for compliance with corrective distribution instructions given to any provider. However, MidAmerica will continue to monitor distributions and will notify Client if a determined corrective distribution has not been performed by an investment provider. Although certain plans must be combined for testing purposes, MidAmerica can only test plans for which it maintains or receives participant contribution and compensation data for all applicable plans of the Employer.

1.4 **Transfers.** The Plan limits transfers of plan assets from approved investment products to other approved investment products. Transfers between approved products offered by the same investment provider may be completed directly with the provider. To enforce this limitation for transfers between products offered by different investment providers, all such plan transfers must be initiated by the Participant requesting the transfer on forms provided by MidAmerica and remitted to MidAmerica by the employee or the Client. MidAmerica will only complete transfers between products listed at the time of the transfer request on the Schedule of Investment Providers and Approved 403(b) Investment Products attached to the Adoption Agreement. Similarly, MidAmerica will review and approve transfers out of or into the Plan to or from other Plans that comply with applicable regulations and in accordance with the plan provisions.

1.5 **Participant Loans.** If allowed under the Plan, MidAmerica will approve all Participant loans, assuring compliance with the plan provisions and limits on loans provide by Section 72(p) of the Code based on information on outstanding loans provided by the Participant or the Investment Providers. To assure that MidAmerica is aware of all outstanding loans, MidAmerica will periodically solicit information on outstanding loans from Investment Providers. Loans will be payable by an automated payment mechanism, such as EFT payments or payroll deductions. For loans repaid by payroll deduction, loan payments shall be remitted through MidAmerica or the Client shall provide documentation of loan repayment to MidAmerica in an agreed upon manner and timeframe. The Investment Providers from whom the loan is requested shall be responsible for the generation of checks for new loans, the recordkeeping of interest and principal payments, and the generation and submission of all information returns and other reports required by the Code and regulations thereunder relating to such loans. MidAmerica will not approve the loan if MidAmerica is unable to reasonably assure that the investment provider will perform these services. MidAmerica shall be responsible for verifying such services are performed.

1.6 **Hardship Distributions.** In order to assure that the hardship provisions of the Plan, including deferral suspension for six months, are followed, all hardship distributions will be approved by MidAmerica. MidAmerica shall approve the need for hardship distributions based on substantiation provided by the Participant and according to the plan provisions. The Investment Provider will be responsible for all tax compliance on the distributions, including the provision of required tax forms and notices, withholding and submission of mandatory federal taxes and the generation and submission of all information returns and other reports required by the Code and regulations thereunder, relating to such distributions. Upon approval of a hardship distribution, MidAmerica shall notify the Client to suspend deferral contributions for a period of six months. MidAmerica will not approve the hardship distribution if MidAmerica is unable to reasonably assure that the investment provider will perform these services. MidAmerica shall be responsible for verifying that the investment provider performs the noted services.

1.7 **Other Distributions.** MidAmerica will generally approve all other benefit payments and withdrawals from the Plan, based on date of birth and employment severance information provided by the Client. MidAmerica will also notify Participants when required minimum distributions are due and will calculate the amount of distributions due in accordance with IRS regulations and the plan provisions, using information provided by the Participant or Investment Providers on December 31 account values. Although Investment Providers will generally agree to make a benefit distribution only with the approval of MidAmerica, they will be authorized to make required minimum distributions without prior approval when necessary. However, in all cases, such distributions will be monitored by MidAmerica. The Investment Provider (including MidAmerica affiliates) will be responsible for all tax compliance on the distributions, including the provision of required tax forms and notices, withholding and submission of mandatory federal taxes and the generation and submission of all information returns and other reports required by the Code and regulations thereunder, relating to such benefit payments and withdrawals. All benefit payments and withdrawals will be made only upon receipt of all necessary written Participant applications, as approved by the MidAmerica and/or in accordance with IRS regulations and the plan provisions.

1.8 **Employee Communications Materials.** MidAmerica will provide a sample Plan Summary for Client to provide to Plan Participants, which will include basic information about Plan features and participation procedures. The Plan Summary will also provide any required notice to Participants of their Eligibility to make Elective Deferral Contributions to the Plan. The client and counsel, if desired, should review these materials to assure itself that they comply with the particular administrative practices of the Client. Although the Client may modify the communication materials, MidAmerica will not be responsible for any Client changes.

1.9 **Technical Assistance and Consulting Services.** MidAmerica has employee benefits consultants available to the MidAmerica administrative staff to assist staff members with day-to-day plan administrative and compliance issues and DRO (Domestic Relations Order) review. Staff members are available as consultants to assist the Client with plan amendments, determining the effect of any new legislation on the Plan, DROs and other Plan related issues. Client's administrative fee to MidAmerica noted in section 3.2 includes such technical assistance and consulting services. However, with advanced written notice and acceptance by Client, the Client or the Plan may be charged a clearly identified hourly fee for any extraordinary services performed by consultants. MidAmerica is not able to provide legal services to the Client. Client should obtain its own legal counsel.

1.10 **Other Assistance.** MidAmerica may agree in writing to provide additional non-discretionary services as may be reasonably requested by the Client to assist it in the administration of the Plan at an agreed upon hourly rate.

1.11 **Basic Service Enhancements.** MidAmerica will provide to the Client any future service enhancements that MidAmerica makes available in its basic package of 403(b) administrative and compliance services it offers to new and existing clients comparable to the Client. Although any modification in the basic duties of MidAmerica as set forth in the Service Agreement must be reflected in an amendment to that Agreement or 60 days advance written notice from MidAmerica, the manner of providing these services described in this Service Agreement may change through supplemental written processing procedures provided by MidAmerica, by announcement of enhancements by MidAmerica and acceptance of the enhancements by Client or by any other clearly established course of dealing between MidAmerica and the Client.

Section 2.0: Responsibilities of Client

The duties described below will remain the responsibility of the Client:

2.1 **Plan Document.** The Client will provide MidAmerica with the Client's plan document or Client will review, with such assistance of counsel or other advisors as it may wish to obtain, Plan Documents provided by MidAmerica, and will complete and execute an Adoption Agreement and such other supplemental documents, amendments, restatements, and supplemental schedules as may be reasonably requested by MidAmerica to establish and maintain the Plan. The Client will provide copies of signed documents to MidAmerica upon request. Although MidAmerica documents are prepared in the form of a prototype document and are represented by MidAmerica to comply with the requirements of Section 403(b) of the Code, Client acknowledges that these documents have not been approved by the Internal Revenue Service (IRS), since the IRS procedure for prior approval of 403(b) Plan Document forms in currently in the submission phase. The Client acknowledges that it is solely responsible for any changes it makes to plan documents without the approval of MidAmerica. Client acknowledges that documents prepared by MidAmerica are provided under a license limited to the term of this Agreement. Upon the termination of this Agreement and the transfer of the Plan to another plan compliance service provider, Client will promptly cease using the MidAmerica plan documents and adopt other plan documents, as needed.

2.2 **Other Plan Investment Providers.** Client will develop with MidAmerica a list of approved Plan Investment Providers and approved 403(b) investment products. MidAmerica will list these products and providers on the Schedule of Investment Providers and Approved 403(b) Investment Products attached to the Adoption Agreement for the Plan and present the Schedule and any updates to Client for approval and execution. Client will require all approved Investment Providers to execute an agreement acceptable to MidAmerica to (a) comply with Client's Plan and/or general solicitation guidelines, (b) cooperate with MidAmerica in the administration of the Plan, including cooperation in distributing excess deferrals and contributions, in extending plan loans and distributions, and in returning contributions remitted in error, and (c) providing a hold harmless agreement acceptable to Client and MidAmerica promising to indemnify them (Client and MidAmerica) for the consequences of providing disqualified investment products or disqualifying administrative services and for its errors in operating its investment funds under the terms of the Plan.

2.3 **Participant and Plan Data.** The Client will provide data on Participant elective deferral contributions, and the division of elective deferrals between Pre-tax (Traditional) Deferrals and Roth Deferrals (if Roth Deferrals are allowed), Participant investment directions on salary reduction agreements (or other applicable investment direction), addresses and accounts for remittances to Investment Providers, Participant compensation, any other contributions, loan payments (if applicable and known) and the dates of Participant severance from employment. Also, the Client will provide Participant dates of birth, addresses, Social Security Numbers, and will provide and verify information upon the request of MidAmerica on eligibility to participate in the Plan and such other information as MidAmerica may reasonably request for the administration of the Plan. Although some of this data may be provided by a prior administrative services provider or payroll vendor who may ultimately be responsible, as between the Client and MidAmerica, the Client is responsible for the accuracy, timeliness and completeness of all of this data. Data will be provided in a format acceptable to MidAmerica, in magnetic or electronic media, unless otherwise agreed by Client and MidAmerica. If MidAmerica specifically requests such data and Client fails to deliver (or cause to be delivered) accurate information in a timely basis to MidAmerica, MidAmerica will not be responsible for meeting regulatory deadlines or other compliance requirements and the Client will be responsible for any resulting fines, penalties or corrective actions.

2.4 **Authorized Representatives.** Client will designate at least one individual to serve as a primary contact for the Client, and at least one individual to serve as a backup contact. The authorized representatives for the Client are: ____

Unless the authority of these individuals is expressly limited by the Client in writing, MidAmerica shall be entitled to rely on the authority of these individuals to act for the Client, to rely on any information or authorizations provided by such individuals, and to receive any Plan or participant information and Plan reports or notices. MidAmerica will similarly designate primary and backup contacts, but notes that only individuals who are designated as a Vice President or higher are authorized to execute contracts or amendments for MidAmerica.

2.5 **Other Retained Duties.** The Client specifically agrees that it has retained or assigned to

Investment Providers or other third parties the duties of: (a) determining the employees eligible to participate in the Plan, (b) obtaining and retaining beneficiary designations for death benefits under the Plan and determining the recipients of any death benefits, (c) filing regulatory reports not mentioned above, (d) retaining an auditor for the Plan to provide audit reports, if required or desired, (e) providing any copies of plan documents to Plan participants and beneficiaries upon request, (f) interpreting the Plan, (g) making discretionary decisions about Plan administration, (h) establishing claims review procedures and conducting a review of claims filed or appeals, (i) establishing other internal administrative procedures and forms, (j) adopting plan amendments provided by MidAmerica that are necessary to maintain qualification of the Plan, (k) conducting any other administrative activity not referred to above. MidAmerica will assist with these activities upon reasonable request. Based upon prior agreement with Client, MidAmerica may charge hourly fees for any extraordinary assistance or additional services.

Section 3.0 Miscellaneous

3.1 **Termination.** If there is a breach in this Agreement which is not remedied to the satisfaction of Client and MidAmerica within sixty (60) days of notification, either party may terminate this Agreement upon sixty (60) days prior notice to the other party. Client may terminate this Agreement at any time, upon sixty (60) days prior written notice to the other party. MidAmerica may terminate this Agreement at any time within the first thirty-six (36) months of this Agreement, upon sixty (60) days prior written notice to Client if MidAmerica is also terminating such 403(b) services to all its other employer group similar to clients. Following the initial thirty-six (36) month period, MidAmerica may terminate this Agreement at any time, upon sixty (60) days prior written notice to the other party. MidAmerica agrees to deliver to Client or its designee, all records reasonably necessary for the continuing operation of the Plan in the standard MidAmerica format at the hourly fees established for extraordinary services in the fee schedule for any time/cost beyond an initial ten (10) hours of time. Such ten (10) hours shall be considered as ordinary services purchased via the client's administration fees to MidAmerica. Should any other formats be required, additional fees at hourly rates will be charged. Any termination will be revocation of MidAmerica's license to the Client's use of MidAmerica's Plan documents and other administrative forms.

3.2 **Fees, Payment, Other Revenue.** MidAmerica will charge fees for its services in accordance with the Fee Schedule below to this Service Agreement, and will bill these fees to the Client as Plan sponsor, to be paid by the Client, by Investment Providers, out of Plan contributions or assets as provided in the Fee Schedule, or as specifically instructed by the Client in writing. If the Client agrees to pay the fees, but either (a) does not do so within 60 days from the date of the Fee Invoice, or (b) the client instructs MidAmerica to pay the fees from Plan contributions and MidAmerica accepts such instructions, the fees will be paid out of contributions and, if necessary, allocated to participant accounts.

If fees are Client paid, such fees shall be billed to Client on a quarterly basis by MidAmerica following the end of the quarter.

Fees for the 403(b) Administration and Compliance (Governmental Plans)*:

- ☐ $5 per calendar quarter for any person who is an actively employed Participant at any time during the calendar quarter.
- ☒ Other N/A - Plan is for Retirees

Payment Options:

- ☐ the Employer
- ☐ the Participant by account balance reduction

The Fee Schedule shall remain in effect in the amounts described in Fee Schedule for a term of three (3) plan years in which MidAmerica is providing administrative services. Thereafter, any changes to the fee agreement will be supplied to the client 60 days prior to the effective date of the changes.

3.3 **Hold Harmless Agreement and Indemnity.** MidAmerica and the Client agree that they will each be responsible for the prompt and complete performance of the services each has agreed to provide under this Agreement, as set forth above. In addition to these undertakings, the parties assume the following responsibilities:

(a) Hold Harmless Agreement of MidAmerica: MidAmerica shall indemnify and hold harmless the Employer, any member of the governing board, and Employees from every claim, demand or suit which may arise out of, be connected with, or be made due to the negligence of MidAmerica or failure of MidAmerica to meet the requirements of this Agreement. However, this indemnification shall not cover any claim, demand, or suit based on erroneous information provided by the Employer or Employees or their willful misconduct or negligence. MidAmerica's liability hereunder shall be limited to actual damages and out-of-pocket legal fees and expenses only.

(b) Other Providers: If the services provided by MidAmerica under this Agreement were previously provided by the Employer or a third party, the Employer agrees that MidAmerica shall not be responsible for any failure of the prior plan document or administrative services to comply with the requirements for tax sheltered accounts under Section 403(b) of the Code, other applicable law, or the prior Plan. This does not exempt or diminish MidAmerica's responsibility as the active administrator of their responsibility for administration and monitoring of prior and current investment provider loans, hardship distributions and other responsibilities as described herein and required under IRS regulations. MidAmerica is also not responsible for the accuracy and completeness of participant and payroll data provided by the Employer or any third party provider. Employer agrees that MidAmerica and its affiliates and employees will be indemnified by any responsible third parties from any claim asserted against any of them for any of these reasons, and will further be indemnified from any cost and expense they incur, including reasonable attorneys fees, due to the assertion of such a claim, or by the Employer if not adequately indemnified by third parties. Nothing herein will prevent the assertion of any claim directly against any third party by MidAmerica or the Employer.

3.4 **Notices.** Notices or other communications under this Agreement shall be hand delivered, mailed by first class mail, postage prepaid or via an overnight mail service (such as Federal Express), addressed as follows, or as changed by notice:

a) To MidAmerica: MidAmerica Administrative & Retirement Solutions
2855 Interstate Drive, Suite 115
Lakeland, FL 33801

b) To Client: 726 4th Avenue / P.O. Box 607 Bayard NE 69334

3.5 **Entire Agreement; Supplements and Amendments.** This Agreement generally constitutes the entire agreement between the parties, merging all prior discussions. It may be modified by written side agreements executed by all parties along with this Agreement. It may be further supplemented, but not modified, by MidAmerica from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this Agreement may be amended at any time, but only by written agreement signed by the parties.

3.6 **Assignment.** Some or all of the rights and duties of MidAmerica hereunder may be assigned to an affiliate of MidAmerica, or to any successor through merger, reorganization, or sale of assets. Some or all of the duties of MidAmerica may also be performed by others under subcontract to MidAmerica, without the release of MidAmerica for responsibility for such services. MidAmerica may, by letter or other writing, agree to extend this Agreement to any other plan of the Client or plans sponsored by affiliates of the Client. Otherwise, no party may assign this Agreement nor any rights or duties hereunder without the written consent of the other party.

3.7 **Governing Law.** Except to the extent governed by federal law, this Agreement shall be governed by and constructed according to the Laws of the State of Florida.

Name of Employer: Bayard Public Schools

Signature: ____________________

Print Name: Travis Miller

Title: Superintendent

Date: ____________________

MidAmerica Administrative & Retirement Solutions, Inc.

Signature: ____________________

Print Name: Trent Teesdale, CEBS

Title: Sr. Vice President of Business Development

Date: ____________________

Unallocated Fixed Contract Application, Acceptance, & New Business Agreement

American United Life Insurance Company®
P. O. Box
Indianapolis, Indiana 46206-0368

Version 1.0 -- 04/2008

Contract Number G80853

Contract Effective Date September 1, 2021

Contract Suffix Number BAYARDPS2G6

Plan Sponsor's State of Domicile NE

The Proposed Contractholder identified below hereby applies to American United Life Insurance Company (AUL) for the Group Annuity Contract Number identified above. This completed form must be approved by the AUL Corporate Office before a group annuity contract will be issued.

Contract Type:
☒ Unallocated Fixed-Only (15FP)

Select Governmental or Non-Governmental Plan Sponsor (select only one):
☒ Governmental (non-registered) ☐ Private Sector (registered)

Select Plan Type (select only one):
☐ (1) 3121 or Special Pay 401(a) ☒ (3) 3121or Special Pay or Employer-Sponsored 401(a)/403(b) ☐ (7) 3121 457(b) ☐ (R) HRA Trust/VEBA ☐ (S) HSA ☐ (T) GASB 45 OPEB Trust/VEBA

Select Product Type (select only one):
☐ E0 ☐ E1 ☒ R2 ☐ E0B ☐ E1B ☐ R2B

Select Business Type (select only one):
☒ Start-up ☐ Takeover

General Information

Proposed Contractholder: Bayard Public Schools				
Employer's Identification Number (EIN): 47-6004318				
Executive Contact: Travis Miller	Phone # : 308-586-1325	Fax # :		
Executive Contact's Address: 726 4th Avenue / P.O. Box 607		Bayard	NE	69334
Executive Contact's Email Address: travis.miller@bayardtigers.org				
Administrative Contact: Bobbie Stuart	Phone # : 308-586-1325	Fax # :		
Administrative Contact's Address: 726 4th Avenue / P.O. Box 607		Bayard	NE	69334
Administrative Contact's Email Address: bobbie.stuart@bayardtigers.org				

Producer Information

Primary Producer: Steve Ott	Primary B/D:
Primary Producer Address: 9202 West Dodge Road, Suite 202, Omaha, NE 68114	
Primary Producer Email Address: sott@nisbenefits.com	
Primary Phone: 800-627-3660, ext. 1351	Primary Fax: 262-814-1351

TPA Information

MidAmerica, Administrative & Retirement Solutions, Inc.
2855 Interstate Drive, Suite 115
Lakeland, FL 33805
800.430.7999

Investment Option Selection

The AUL Fixed Interest Account(FIA) (I2) will be the only annuity investment option made available.

Withdrawal Charge

A withdrawal charge will not be applied under this contract.

Summary of Billable Expenses

Currently, there are none.

Contract Termination Provisions

Upon termination of the contract, the FIA Withdrawal Value must be taken in 5 equal annual installments. A cash lump-sum payment of monies invested in the FIA is not an available option. This restriction applies to all Contribution sources.

AUL Recordkeeping/Administrative Services Agreement

The Proposed Contractholder hereby requests **only** investment recordkeeping for assets held in the applied-for Contract, and does not request any other recordkeeping or administrative services. AUL will only maintain recordkeeping of assets at a contract/plan-level. Furthermore, AUL will not be providing statements, confirmations, or any other reporting to the Contractholder.

The Proposed Contractholder hereby acknowledges and agrees that, as Plan Fiduciary, it has the sole responsibility for assuring that the Plan complies with all applicable state and federal law, including ERISA, the Internal Revenue Code, and securities laws, both in form and in operation.

The Proposed Contractholder hereby acknowledges and agrees that MidAmerica Administrative & Retirement Solutions, Inc. is the Third Party Administrator (TPA) and Plan Administrator, and that, other than in this Unallocated Contract Application, Acceptance, and Agreement form, AUL shall accept direction and instructions regarding both the Plan and the Contract only from MidAmerica, and shall not accept direction and instructions directly from the Contractholder.

Facsimile/Electronic Media Acceptance Agreement

Instructions provided to AUL and its agents to execute, cancel, or otherwise proceed with transactions including those related to, but not limited to, enrollments, loan applications, distributions, and correspondence will be accepted via facsimile, copy, or via other electronic media. This agreement does not include retirement plan adoption agreements, group annuity contracts, amendments thereto, the annual census, and Notice, Election & Release or Contract Settlement Agreement documents.

This agreement includes instructions from the TPA, Plan Sponsor, Plan Administrator, and/or Contractholder. The Contractholder and TPA will indemnify and hold harmless AUL for all claims, losses, liabilities and expenses, including legal fees and expenses, resulting from any action taken or not taken by AUL in good faith in accordance with this agreement.

Preliminary Agreement for the Group Annuity Contract

(1) Upon the date a contribution is made to the Contract following the Proposed Contractholder's receipt of the Contract (but no earlier than 60 days after the Contract Date of Issue), if AUL does not receive a signed acceptance of the Contract at its Corporate Office by that date, the Proposed Contractholder shall be deemed to have accepted the Contract and any accompanying amendment to the Contract by the making of such contribution. The Contract and any accompanying amendment shall be effective as of the effective dates shown on the Contract and amendment.

(2) If the Contract is not accepted or deemed accepted, and if the Proposed Contractholder notifies AUL at its Corporate Office in writing that it will not accept the Contract, the following amount shall be paid in a single sum to the Proposed Contractholder on a mutually agreed-upon date: any contributions to the Contract which have been allocated to AUL's general asset account, plus interest credited thereon as determined pursuant to the Contract, which remain in AUL's general asset account as of such date of payment. AUL shall make such payment only upon receipt at its Corporate Office of a proper form signed by the Proposed Contractholder and, if applicable, by the employer sponsoring the retirement plan for which the Contract is to be a funding vehicle, releasing AUL, its agents, and its employees from any and all liability arising out of such payment by AUL.

(3) This Preliminary Agreement shall terminate when:
   (A) the signed Contract acceptance is received by AUL at its Corporate Office; or
   (B) the Contract is deemed accepted under Section (1) above; or
   (C) payment is made by AUL pursuant to Section (2) above**.**

Electronic Contribution Processing and Employee Data Gathering

The Employer/Plan Sponsor/TPA has elected to send contributions and employee information electronically using tools provided by AUL. The Employer/Plan Sponsor agrees to allow AUL to debit its checking account for the allocable contribution amount shown on each of its contribution listings submitted to AUL. Additionally, the Employer/Plan Sponsor/TPA agrees that AUL can rely on information provided through the electronic data transmission vehicles. To establish electronic data transmission accounts, you must first complete an Electronic Data Transmission Account Profile available from AUL.

Fiduciary Acceptance

Any reference to Contractholder in this Application, Acceptance, and Agreement should be read as Proposed Contractholder until the applied-for group annuity contract goes into effect.

I, the undersigned, as TPA/Plan Administrator of the Bayard Public Schools Plan ('Plan"), hereby appoints AUL as theTPA/Plan Administrator's agent for the sole purpose of executing the Plan's investment instructions through the OneAmerica TeleServe® and Account Services systems. It is understood that AUL will execute the Plan's investment instructions received through the OneAmerica TeleServe® and Account Services systems effective as of the close of business on the valuation date, as referenced in your contract, in which AUL receives the request. It is further understood that AUL has no direction or authority to alter or decline to execute any Plan's investment instructions received through the OneAmerica TeleServe® or Account Services systems, unless such instructions are impossible to execute. If any such instructions are impossible to execute, AUL will so notify the TPA/Plan Administrator before the instructions are accepted by OneAmerica TeleServe® or Account Services. All investment instructions received and executed through the OneAmerica TeleServe® or Account Services system will be confirmed in writing to the TPA/Plan Administrator within ten business days.

The Contractholder, TPA/Plan Administrator, and AUL hereby agree by signing below, that they will be bound by the terms of this Application, Acceptance, and Agreement as of the date of AUL's acceptance. The terms of the Preliminary Agreement are superseded by the terms of the applied-for Contract as issued by AUL, and the Contract is accepted or is deemed accepted under the provisions of the Preliminary Agreement. If an amendment accompanies the issued contract, the Contractholder must sign and date the amendment and return a copy to AUL.

Electronic acceptance of this Application, Acceptance, and Agreement by AUL, Indianapolis, Indiana indicates that AUL has reviewed its contents along with all other required materials and has accepted its terms, and is equivalent to AUL's written signature.

NON-REGISTERED FIXED ANNUITY OFFERING REPRESENTATION
(For governmental applicants with an HRA or a GASB 45 OPEB Plan)

The undersigned Employer and Trustee(s) understand that American United Life Insurance Company (AUL), in reliance on the following representations and warranties, will offer a non-registered fixed annuity contract to the Employee Benefit Trust or the VEBA Trust entered into by and between the Employer and the Trustee, dated ____________________, in connection with certain benefit plans offered by the Employer for the exclusive benefit of its employees. Such offer is based upon the governmental plan exception to securities registration under Section 3(a)(2) of the Securities Act of 1933.

REPRESENTATIONS AND WARRANTIES

EMPLOYER

The Employer hereby represents and warrants that:

(1) the Employer is a State, or political subdivision of a State, or agency or instrumentality of a State or political subdivision, within the meaning of Section 414(d) of the Internal Revenue Code of 1986 ("Code");

(2) the Employer has authority under applicable State laws and regulations to enter into, maintain, and establish said Employee Benefit Trust or VEBA Trust (and benefit plan(s) thereunder);

(3) any contributions to the Trust shall be made exclusively by the Employer or its employees and be held for the exclusive benefit of the employees;

(4) the Employee Benefit Trust is exempt from taxes under Code Section 115, or the VEBA Trust is exempt from taxes under Code Section 501(c)(9); and

(5) the Employee Benefit Trust or the VEBA Trust (and benefit plan(s) thereunder) is a governmental plan as defined in Code Section 414(d), established for the exclusive benefit of the employees of the Employer.

TRUSTEE

The Trustee hereby represents and warrants that:

(1) the Employee Benefit Trust or the VEBA Trust was established to secure and hold funds to be contributed by the Employer under certain benefit plans sponsored by the Employer;

(2) the Trust assets will be held for the exclusive benefit of the Employer's employees, and no portion of the corpus or income of the Trust will revert to the Employer or otherwise divert to third parties, except to pay for reasonable administrative expenses incurred by the Trust;

(3) the Employee Benefit Trust is exempt from taxes under Code Section 115, or the VEBA Trust is exempt from taxes under Code Section 501(c)(9); and

(4) the Employee Benefit Trust or the VEBA Trust (and benefit plan(s) thereunder) is a governmental plan as defined in Code Section 414(d), established for the exclusive benefit of the employees of the Employer.

IN WITNESS WHEREOF, the undersigned have executed this Representation on the signature page below, on the date(s) set forth on the signature page below.

Application for, and Acceptance of, the Contract:

APPLICATION TO THE AMERICAN UNITED LIFE INSURANCE COMPANY FOR A GROUP ANNUITY CONTRACT

Bayard Public Schools (hereinafter called the Applicant) hereby applies for Group Annuity Contract Number G 80853. This application is made a part of said contract, which is hereby approved and its provisions and conditions accepted. This application is executed in duplicate, one counterpart being attached to said contract, and the other being returned to American United Life Insurance Company. It is agreed that this application supersedes any previous application for said contract.

STATE NOTIFICATION

All states excluding those states listed below: *Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.*

In Colorado, any person who knowingly provides false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company commits a crime. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

In Florida, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

In Louisiana, Pennsylvania, and Tennessee, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

In Maine and Washington, any person who knowingly provides false, incomplete or misleading information to an insurance company for the purpose of defrauding the company commits a crime. Penalties may include imprisonment, fines or denial of insurance benefits.

In New Jersey and Virginia, any person who includes any false or misleading information on any application for an insurance policy is subject to criminal and civil penalties.

In Florida: Does this group annuity contract replace any existing group annuity contract?
_____ Yes _____ No
If yes, submit any required replacement forms.

By signing and completing the information below, the following parties hereby agree to this Unallocated Contract Application, Acceptance, and New Business Agreement.

Dated at Bayard Public Schools ________________ on ______________________________

APPLICANT/PROPOSED CONTRACTHOLDER/PLAN FIDUCIARY

Signature: ______________________________

Printed Name: Travis Miller

Title: Superintendent

Date: ______________________________

AUL RETIREMENT SERVICES OFFICER

Signature: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

TPA/PLAN ADMINISTRATOR

Signature: ______________________________

Printed Name: Trent Teesdale, CEBS

Title: Sr. Vice President of Business Development

Date: ______________________________

SOLICITING PRODUCER

Signature: ______________________________

Printed Name: Steve Ott

Title: Central Region Vice President

Date: ______________________________

Florida License ID No. (for Florida Applications)

ID No. ______________________________

For governmental employers applying for a fixed group annuity contract to be used with an HRA or a GASB 45 OPEB Plan, by signing and completing the information below, the following parties hereby agree to the "Non-Registered Fixed Annuity Offering Representation" above.

"EMPLOYER" (with respect to Employer representations only)

Bayard Public Schools

Dated: ______________________ By: ______________________

Travis Miller, Superintendent

TRUSTEE(S) (with respect to Trustee representations only)

Dated: ______________________ By: ______________________

Name: Travis Miller, Superintendent

Dated: ______________________ By: ______________________

Name: ______________________

Dated: ______________________ By: ______________________

Name: ______________________

MidAmerica

Consolidated Appropriations Act, 2021

Impacts and Key Takeaways

Late last year, Congress passed another COVID-19 relief bill, known as the **Consolidated Appropriations Act**, 2021 (CAA), which was signed into law by former President Trump on December 27, 2020. This new piece of legislation was enacted to, among other things, extend several provisions of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

We've put together the need-to-know CAA details to help you better understand which MidAmerica benefit plans are affected, what the new legislation means for participants, and the role plan sponsors play in implementing the updates.

Key Takeaways for Employers

Deadline for Opting Out of MidAmerica Amendment Defaults: February 26, 2021.

If you offer a plan with MidAmerica that is impacted by the CAA and **DO NOT** wish to permit the plan amendment defaults outlined on pages 3 and 5, you must contact us by February 26, 2021. Simply email our Account Management team at accountmanagement@myMidAmerica.com.

Handling of Participant Requests Prior to February 26, 2021.

If a participant should contact our offices inquiring about the CAA's impact to their account prior to February 26, 2021, and we have not yet received notification of the employer's intent regarding the plan amendments, we will advise that the plan amendments are still under employer review for final approval.

Impact to Flexible Spending Accounts and Dependent Care Accounts (Pages 2 & 3)

The CAA directly impacts FSAs and DCAs, mostly providing greater flexibility with regards to carryovers, grace periods, and election changes. For a full breakdown of the impacts and how MidAmerica is responding, see page 2.

Impact to Retirement Plans (Pages 4 & 5)

The CAA directly impacts Special Pay Plans, Employer Sponsored Plans, 3121 FICA Alternative Plans and APPLE plans by taking into consideration disaster relief, allowing additional distributions in the event of economic loss due to a "qualified disaster." For a full breakdown of the impacts and how MidAmerica is responding, see page 4.

New Rules for Medical FSAs and Dependent Care Accounts (DCAs)

The CAA provides employers with greater flexibility to grant their employees access to unused funds after the plan year ends, for both their medical flexible spending accounts (FSAs) and their dependent care accounts (DCAs), up to and including the 2022 plan year. Both program types will now have more freedom regarding:

The Carryover Rule

For plans that allow carryover of unused amounts into the new plan year, the previous cap of $550 has been waived. Another distinction is the ability to apply the carryover rule to DCAs. Previously, DCAs could impose a grace period but not the carryover rule.

Grace Period

Prior to the CAA, the grace period—an extended period of coverage that allows participants extra time to incur expenses by allowing them to use their remaining FSA dollars after the close of the plan year—was permitted for only the first 2 ½ months of the new plan year. With the CAA, the grace period can be extended for a full twelve (12) months.

With the new legislation, the carryover rule and the grace period accomplish the same thing—the full amount of unused dollars at the close of the 2020 plan year can be used in the 2021 plan year. It's important to note that while both FSAs and DCAs can now apply the carryover rule or the grace period, only one is permitted. The plan cannot have both.

Unused Funds in 2022

Both the carryover rule and the grace period will continue to be applicable to plan years ending in 2021. That means any unused funds can be carried over into 2022, with no cap, OR available for a 12-month grace period in 2022, provided the employer has elected to apply either of these rules to the plan.

Change in Status

For plan years ending in 2021, employers may now permit employees to change their FSA or DCA elections at any time for any reason. This was previously allowed only if an employee had a change in status event. However, if the plan year does not coincide with the calendar year, participants should be reminded that employee election amounts across plan years cannot exceed the ***annual contribution limit***. The annual contribution limits for FSA and DCA have not been affected by the CAA.

Post-Termination Reimbursements

Under the new law, if a plan is amended to allow it, employees who cease to participate in a health care FSA during 2020 or 2021 will be able to use their remaining balances through the end of the year in which participation ceased (plus any grace period) without having to opt for COBRA. Previously, employees who stopped participating in a health care FSA could only access their FSA remaining balances if the plan allowed for a run-off period or once they enrolled in COBRA.

For DCAs, employees who cease to participate may be allowed to continue filing dependent care claims for expenses incurred through the end of the year, if their plan is set up that way. This continues to be the practice under the CAA.

Dependent Care Carryforward

Participants enrolled in a DCA who have a child that turned age 13 in the 2020 plan year may now be reimbursed for expenses incurred after the child's 13th birthday for the remainder of the plan year. If there is an unused balance at plan year-end, they may be reimbursed in the following year until the child turns 14. Previously, dependent care expenses incurred after the child turned 13 were ineligible for reimbursement.

Health Savings Account (HSA) Coordination

It's important to note that the CAA has not changed how FSAs interact with Health Savings Account (HSA) eligibility. Employees who participated in a medical FSA for 2020 but who will be enrolling in a high deductible health plan with an HSA for the 2021 plan year will still be subject to the existing limitations imposed on their access to their prior medical FSA funds. To be clear, employees may not contribute to a Health Savings Account (HSA) while participating in a general-purpose medical FSA. ***Internal Revenue Service (IRS) Publication 969*** explains the HSA/FSA interaction rules. Employers will need to consider how the new FSA rules, if implemented, will affect an employee's eligibility for an HSA in 2021 or 2022.

FSA Plan Amendments and MidAmerica's Response

Amendments for FSAs and DCAs

According to the CAA:

- **The new rules are not mandatory.**
  Employers may opt to apply some, all, or none of the new rules.
- **Employers can choose to which plans they apply the rules.**
  An employer may opt to apply a rule to both medical FSAs and DCAs, to medical FSAs but not DCAs, or to DCAs but not medical FSAs.
- **Employers can choose to which plan year to apply the rules.**
  An employer can decide to apply the rules to the 2020 plan year but not the 2021 plan year, vice versa or to both years.

MidAmerica's FSA Plan Amendment Response

MidAmerica has thoroughly reviewed the CAA and, in the best interest of both the participant and the organization, have determined the following FSA and DCA plan amendments defaults. **If you currently provide an FSA or DCA and do not want the below defaults enabled for your plan, the employer must contact MidAmerica by February 26, 2021.**

MidAmerica will default to the following FSA/DCA CAA amendments:

- ✔ **The Carryover Rule.** If the FSA currently has a carryover in place, we will extend the carryover in accordance with the CAA. If the FSA currently does not have a carryover OR a grace period, we will add the carryover in accordance with the CAA.
- ✔ **Grace Period.** If the FSA currently has a grace period in place, we will extend the grace period in accordance with the CAA.
- ✔ **Change in Status.** MidAmerica will continue to accept election changes at any time for any reason.
- ✘ **Post-Termination Reimbursements.** MidAmerica will not implement this change unless requested by the employer.
- ✘ **Dependent Care Accounts.** MidAmerica will not implement grace periods or carryovers unless requested by the employer.
- ✘ **Dependent Care Carryforward.** MidAmerica will not implement the carryforward unless requested by the employer.

If an employer chooses to implement any of these optional provisions, they must operationally comply with them until they amend their plans to reflect the change(s). Amendments to FSA plans must be completed by the end of the first calendar year after the plan year in which the change is effective. For example, plan amendments for plan year 2020 must be adopted on or before December 31, 2021.

The Consolidated Appropriations Act, 2021 (CAA) takes disaster relief into consideration and allows additional distributions from retirement plans for those who have experienced economic loss due to a "qualified disaster" (not COVID-related) and whose principal residence is located in a presidentially declared disaster area. A qualified disaster event must have taken place on or after December 28, 2019 and before December 27, 2020 (the date the CAA was signed into law). The event must have been declared a disaster between January 1, 2020 and February 25, 2021. Under the CAA, plans can be amended to provide additional distribution opportunities for individuals to receive withdrawals or loans if they were affected by such a declared disaster.

Disaster Withdrawals

Participants can receive a distribution of up to $100,000 (or their vested account balance, if less) for disasters that began on or after December 28, 2019 and that ended on or before December 27, 2020. The distribution must be taken within 180 days of December 27, 2020 (that is, before June 25, 2021). If the participant is impacted by multiple disasters, this dollar limit applies separately to each disaster.

It's important to note that disaster distributions are subject to a 10% early distribution penalty and are taxed equally over three (3) years unless the participant chooses to be taxed in the distribution year. The distributions may also be repaid within three (3) years of the distribution date.

Hardships

Participants may repay hardship distributions or first-time homebuyer distributions taken to purchase or construct a principal residence if:

- they received the distribution 180 days before the disaster or up to 30 days after the disaster period,
- the principal residence was in the disaster area, AND
- the participant did not use the distribution because of the disaster.

If taking advantage of this hardship relief, the participant must recontribute the hardship withdrawal during the period that begins on or after the first day of the incident period of a qualified disaster and before June 25, 2021.

Loans

The CAA also provides a contingency for participants whose principal place of residence at any time during the incident period is located in the qualified disaster area, and that participant has experienced an economic loss as a result of the qualified disaster. Such "qualified individuals" may be able to take loans for up to $100,000 or their vested account balance, whichever is less. The increased loan limit is available to eligible participants from December 27, 2020 until June 25, 2021.

Additionally, under the new law, there is some relief for new and existing loans, permitting a delayed repayment for plan loans that are outstanding on or after the first day of the incident period of the disaster by one year (or if later, June 25, 2021), provided the payment is otherwise due within the period beginning on the first day of the disaster and ending June 25, 2021.

MidAmerica's Retirement Plan Amendment Response

MidAmerica has thoroughly reviewed the CAA and, in the best interest of both the participant and the organization, have determined the following retirement plan amendment defaults. **If you currently provide a Special Pay Plan, Employer Sponsored Plan, 3121 FICA Alternative Plan or APPLE Plan and do not want the below defaults enabled for your plan, the employer must contact MidAmerica by February 26, 2021.**

MidAmerica will default to the following retirement plan CAA amendments:

- **Disaster Withdrawals, Hardships and Loans.** We will amend the plan to allow these additional provisions in accordance with the CAA.

The changes outlined in the CAA are not mandatory. However, if the plan sponsor of a governmental retirement plan wishes to incorporate any of the changes, the deadline to amend their plan is the last day of the first plan year beginning on or after January 1, 2024 (or December 31, 2024 for calendar year plans).

Have questions? We're here to help.
If you have questions about the CAA, its impact to your plan or the MidAmerica amendment defaults, don't hesitate to contact our Account Management team at accountmanagement@myMidAmerica.com.

Bayard Public Schools
Limited Voluntary Early Retirement/Separation Incentive Program
Program Description

The Bayard Public Schools Board of Education is offering a Limited Voluntary Early Retirement/Separation Incentive Program (the "Program") for Eligible Employees (as defined below).

Eligibility. Any Bayard Public Schools employee who meets the following criteria is an "Eligible Employee" under this Program: The employee must: (i) be age 55 or older as of May 31, 2021 and (ii) have completed at least 15 consecutive school years of service to the School District as of May 31, 2021.

- A school year of service means a school year in which the employee was employed by the School District for the full school year on at least a 0.4 FTE basis.
- Years of employment as a substitute teacher do not count toward school years of service.
- The Superintendent of Schools will make the determination on eligibility.

Program Benefits. For Eligible Employees who participate in the Program (a "Participant"), the School District will make three non-elective employer contributions of $10,000.00, for a total of $30,000.00, to an account established for the Participant in a 403(b) Plan established by the School District. The Participant is responsible for setting up an account in the School District's 403(b) Plan. The non-elective employer contributions will be made in three equal annual installments of $10,000.00 each, with the first contribution being made on or before July 20, 2021, the second contribution being made on or before July 20, 2022, and the third contribution being made on or before July 20, 2023.

If a Participant dies before all Program benefit installments have been made, payments will be made to the person or persons legally entitled to the payments. The School District may, at the School District's discretion, accelerate the remaining payments in a single, lump sum payment.

Participation. To participate in the Program: (i) an Eligible Employee must notify the Superintendent of Schools in writing by 4:00 p.m. (Mountain Time) on Friday April 9, 2021 of the Eligible Employee's retirement or resignation at the end of the 2020/2021 school year and request to participate in the Program on the attached Election Form and (ii) the Board of Education must accept the Eligible Employee's retirement or resignation and approve the Eligible Employee for the Program at its regular meeting on April 12, 2021.

The Participant's retirement or resignation will be effective: (i) on May 31, 2021 or (ii) in the case of a Participant that has a contract of employment with the School District, the end of the 2020/2021 contract year, which is May 31, 2021.

The School District will make all legally required withholdings in connection with the payment of the Program benefits. The School District advises all School District employees interested in this Program to consult with an attorney and tax advisor before electing to participate in the Program and submitting a retirement or resignation.

Disqualification. If a Participant has his or her contract or employment cancelled or terminated for just cause at or prior to the end of the 2020/2021 school year or dies prior to the end of the 2020/2021 school year, the Participant will become ineligible for the Program benefits.

Board Discretion. The Board of Education reserves the right to limit participation in the Program based on the School District's budget and the availability of funds.

Questions. Questions about the Program should be directed to the Superintendent, Dr. Travis Miller.

Bayard Public Schools
Limited Voluntary Early Retirement/Separation Incentive Program
Election Form

I ___________________________ (name) have reviewed the Bayard Public Schools' Limited Voluntary Early Retirement/Separation Incentive Program Description (the "Program") and I acknowledge, agree, and certify as follows:

1. I will be age 55 or older on May 31, 2021 and at that time will have completed at least 15 consecutive school years of service to Bayard Public Schools.

2. I have read the Program Description attached to this election form in its entirety, had the opportunity to ask questions about the Program from the Superintendent of Schools, and understand the terms of the Program.

3. I have had an adequate time to make a decision about participating in the Program.

4. The Program is completely voluntary and I have not been coerced or threatened to elect to participate in the Program by any employee or representative of the School District.

5. I have been advised by the School District to consult with an attorney and tax advisor before electing to participate in the Program and submitting my retirement or resignation. I have had an adequate opportunity to consult with and obtain the advice of an independent attorney and tax advisor of my own choice before electing to participate in the Program.

6. I understand that my retirement or resignation submitted in this Election Form is revocable until it is accepted by the Board of Education on April 12, 2021. If I revoke my retirement or resignation submitted in this Election Form, I will also revoke my election to participate in the Program. To revoke my retirement or resignation, I must do so in writing and deliver the writing to the Superintendent of Schools prior to the time my retirement or resignation is accepted. Once my retirement or resignation is accepted by the Board of Education, it will become irrevocable.

7. I understand that Program benefits may be subject to legally required withholdings by the School District and will accept the Program benefits subject to such withholdings. I understand that some or all of the Program benefits may result in taxable income to me under applicable federal, state, and/or local tax laws and that the School District is not providing tax, accounting, or legal advice to me and makes no representations regarding any tax obligations or tax consequences on my part relating to or arising from participation in the Program. I will assume all federal, state, and/or local tax obligations and consequences to me that may arise from the Program.

With the full knowledge, understanding, and agreement of the Program and the certifications above, I elect to participate in the Program.

I submit my resignation of my employment position with the School District to be effective: (check one)

___ May 31, 2021

___ At the end of the 2020/2021 contract year, which is May 31, 2021

Date:________________________ Signature: ____

Received on:________________________________ By:____
Dr. Travis Miller, Superintendent of Schools

Accepted by the Board of Education on:_____________ By:____
Kim Kildow, President of Board of Education

Bayard Public Schools

2nd DRAFT -- 2021-2022 Calendar -- 2nd DRAFT

Every Person, Every Day. It's a FACT!

www.bayardpublicschools.org

2021

AUGUST

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2021
6 - New Teacher Orientation
9, 10, 11 - Inservice
10 - Open House 5:00 pm to 7:00 pm
10 - Concussion/Fall Sports Meeting at 7:00 pm
12 - First Day of School/Early Dismissal
20 - First day of Preschool

September 2021
6 - Labor Day - No School
20, 23 - Parent Conferences 4:30 to 7:30 pm
27 - No School

October 2021
14 - End of First Quarter
15 - Inservice - No School for Students
18 - No School

November 2021
11 - Veterans Day Program
22-26 - Thanksgiving Break
29 - Inservice, No School for Students

December 2021
17 - End of First Semester
20-31 - Christmas Break - No School

January 2022
1, 3 - Christmas Break - No School
4 - Inservice, No School for Students
17 - PLC Inservice - No School for Students

February 2022
1, 7 - Parent Conferences 4:30 to 7:30 pm
18 - No School
21 - Inservice at ESU#13 - No School for Students

March 2022
3, 4 - No School -- Spring Break
11 - End of Third Quarter
29 - Inservice - No School for Students

April 2022
14 - Grades 7-12 Career Day - Early Dismissal
15, 18 - Easter Break - No School

May 2022
6 - Inservice - No School for Students
14 - Graduation
17 - Last Day of Preschool
18 - Last Day of School/Early Dismissal
19, 20, 23, 24 - Inservice - No School for Students

2022

JANUARY

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

First Day/Last Day of School (1:30 pm Dismissal)
Early Dismissal (1:30 pm) No Preschool
Parent-Teacher Conferences / No Preschool
In-Service Days No School for Students
In-Service Day for Coaches/Sponsors
First/Last Day of Preschool
New Teacher Orientation
No School / Vacation Day
Graduation (2:00 pm)
End of 9 Weeks/Semester

NOTE: Proposed in-service dates are subject to revision, pending availability of consultants &/or district needs.

Preschool will not be in session on half days and on Parent-Teacher Conference Days.

Preschool sessions will be shortened during late starts or early outs due to inclement weather.

Breakfast will not be served on late starts due to inclement weather.

NOTE: This calendar does not allow for any inclement weather days as forgiven days. Depending on time of year and calendar status, days missed due to inclement weather, contagious disease, pandemic flu, or other Acts of God, may or may not be re-scheduled as make-up days, subject to administrative discretion. If make-up days are added to the end of the year, the last day for students (May) and last day for teachers (May) will be later than noted herein.

DRAFT - 2022 - 2023 SALARY SCHEDULE - SPECIAL EDUCATION DIRECTOR - DRAFT

BAYARD PUBLIC SCHOOLS

$37,500 (Base Salary of BEA Negotiated Agreement)

185 Day Contract

BASE | **DOWN** 4 | **ACROSS** 2

EXPERIENCE	MA	MA + 18	EdS or MA +36	Phd/EdD
1	2.08 **$78,000**	2.1 **$78,750**	2.12 **$79,500**	2.14 **$80,250**
2	2.12 **$79,500**	2.14 **$80,250**	2.16 **$81,000**	2.18 **$81,750**
3	2.16 **$81,000**	2.18 **$81,750**	2.2 **$82,500**	2.22 **$83,250**
4	2.2 **$82,500**	2.22 **$83,250**	2.24 **$84,000**	2.26 **$84,750**
5	2.24 **$84,000**	2.26 **$84,750**	2.28 **$85,500**	2.3 **$86,250**
6	2.28 **$85,500**	2.3 **$86,250**	2.32 **$87,000**	2.34 **$87,750**
7		2.34 **$87,750**	2.36 **$88,500**	2.38 **$89,250**
8		2.38 **$89,250**	2.4 **$90,000**	2.42 **$90,750**
9			2.44 **$91,500**	2.46 **$92,250**
10			2.48 **$93,000**	2.5 **$93,750**
11			2.52 **$94,500**	2.54 **$95,250**
12				2.58 **$96,750**
13				2.62 **$98,250**
14				2.66 **$99,750**
15				2.7 **$101,250**

84 Day .4 FTE Contract

Factor: 84/185 **0.454054054**

EXPERIENCE	MA	MA + 18	EdS or MA +36	Phd/EdD
1	**$35,416**	**$35,757**	**$36,097**	**$36,438**
2	**$36,097**	**$36,438**	**$36,778**	**$37,119**
3	**$36,778**	**$37,119**	**$37,459**	**$37,800**
4	**$37,459**	**$37,800**	**$38,141**	**$38,481**
5	**$38,141**	**$38,481**	**$38,822**	**$39,162**
6	**$38,822**	**$38,822**	**$39,503**	**$39,843**
7		**$39,843**	**$40,184**	**$40,524**
8		**$40,524**	**$40,865**	**$41,205**
9			**$41,546**	**$41,886**
10			**$42,227**	**$42,568**
11			**$42,908**	**$43,249**
12				**$43,930**
13				**$44,611**
14				**$45,292**
15				**$45,973**

DRAFT - 2022 - 2023 SALARY SCHEDULE - ACTIVITIES DIRECTOR - DRAFT

BAYARD PUBLIC SCHOOLS

$37,500 (Base Salary of BEA Negotiated Agreement)

185 Day Contract

BASE | **DOWN** 4 | **ACROSS** 2

EXPERIENCE	MA	MA + 18	EdS or MA +36	Phd/EdD
1	2.08 **$78,000**	2.1 **$78,750**	2.12 **$79,500**	2.14 **$80,250**
2	2.12 **$79,500**	2.14 **$80,250**	2.16 **$81,000**	2.18 **$81,750**
3	2.16 **$81,000**	2.18 **$81,750**	2.2 **$82,500**	2.22 **$83,250**
4	2.2 **$82,500**	2.22 **$83,250**	2.24 **$84,000**	2.26 **$84,750**
5	2.24 **$84,000**	2.26 **$84,750**	2.28 **$85,500**	2.3 **$86,250**
6	2.28 **$85,500**	2.3 **$86,250**	2.32 **$87,000**	2.34 **$87,750**
7		2.34 **$87,750**	2.36 **$88,500**	2.38 **$89,250**
8		2.38 **$89,250**	2.4 **$90,000**	2.42 **$90,750**
9			2.44 **$91,500**	2.46 **$92,250**
10			2.48 **$93,000**	2.5 **$93,750**
11			2.52 **$94,500**	2.54 **$95,250**
12				2.58 **$96,750**
13				2.62 **$98,250**
14				2.66 **$99,750**
15				2.7 **$101,250**

195 Day Contract

Factor: 195/185 **1.054054054**

EXPERIENCE	MA	MA + 18	EdS or MA +36	Phd/EdD
1	**$82,216**	**$83,007**	**$83,797**	**$84,588**
2	**$83,797**	**$84,588**	**$85,378**	**$86,169**
3	**$85,378**	**$86,169**	**$86,959**	**$87,750**
4	**$86,959**	**$87,750**	**$88,541**	**$89,331**
5	**$88,541**	**$89,331**	**$90,122**	**$90,912**
6	**$90,122**	**$90,122**	**$91,703**	**$92,493**
7		**$92,493**	**$93,284**	**$94,074**
8		**$94,074**	**$94,865**	**$95,655**
9			**$96,446**	**$97,236**
10			**$98,027**	**$98,818**
11			**$99,608**	**$100,399**
12				**$101,980**
13				**$103,561**
14				**$105,142**
15				**$106,723**

DRAFT - 2022 - 2023 SALARY SCHEDULE PRINCIPALS - DRAFT

BAYARD PUBLIC SCHOOLS

$37,500 Base Salary of BEA Negotiated Agreement

185 Day Contract

BASE	DOWN		ACROSS
	4		2

EXPERIENCE	MA	MA + 18	EdS or MA +36	Phd/EdD
1	2.08	2.1	2.12	2.14
	$78,000	$78,750	$79,500	$80,250
2	2.12	2.14	2.16	2.18
	$79,500	$80,250	$81,000	$81,750
3	2.16	2.18	2.2	2.22
	$81,000	$81,750	$82,500	$83,250
4	2.2	2.22	2.24	2.26
	$82,500	$83,250	$84,000	$84,750
5	2.24	2.26	2.28	2.3
	$84,000	$84,750	$85,500	$86,250
6	2.28	2.3	2.32	2.34
	$85,500	$86,250	$87,000	$87,750
7		2.34	2.36	2.38
		$87,750	$88,500	$89,250
8		2.38	2.4	2.42
		$89,250	$90,000	$90,750
9			2.44	2.46
			$91,500	$92,250
10			2.48	2.5
			$93,000	$93,750
11			2.52	2.54
			$94,500	$95,250
12				2.58
				$96,750
13				2.62
				$98,250
14				2.66
				$99,750
15				2.7
				$101,250

210 Day Contract

Factor: 210/185 **1.135135135**

EXPERIENCE	MA	MA + 18	EdS or MA +36	Phd/EdD
1	$88,541	$89,392	$90,243	$91,095
2	$90,243	$91,095	$91,946	$92,797
3	$91,946	$92,797	$93,649	$94,500
4	$93,649	$94,500	$95,351	$96,203
5	$95,351	$96,203	$97,054	$97,905
6	$97,054	$97,054	$98,757	$99,608
7		$99,608	$100,459	$101,311
8		$101,311	$102,162	$103,014
9			$103,865	$104,716
10			$105,568	$106,419
11			$107,270	$108,122
12				$109,824
13				$111,527
14				$113,230
15				$114,932

Bayard Public Schools
Option Enrollment Resolution
2021-2022 School Year

Pursuant to Sec. 79-232-79-246 Rule 19, Bayard Public Schools does hereby adopt the following specific standard for acceptance and rejection.

Bayard Public Schools has determined based upon the criteria set forth in Sec. 79-238 that the maximum number of students per classroom, grade level, or program is as follows:

Regular Instruction in Elementary Grades	**Per Grade**	**Projected Enrollment**	**Maximum Number of Available Seats to Option Students**
Kindergarten	40	18	22
Grade 1	40	17	23
Grade 2	40	20	20
Grade 3	40	21	19
Grade 4	40	25	15
Grade 5	44	28	16
Grade 6	44	24	20

Regular Instruction in Secondary Grades	**Per Grade**	**Projected Enrollment**	**Maximum Number of Available Seats to Option Students**
Grade 7	50	27	23
Grade 8	50	26	24
Grade 9	50	32	18
Grade 10	50	33	17
Grade 11	50	31	19
Grade 12	50	29	21

Special Education Optimal Numbers	**Per 1.0 FTE Certified Teacher or Contracted Medical Service**	**Projected Enrollment per Certified Teacher or Contracted Medical Service**	**Maximum Number of Available Seats to Option Students**
Resource	10	18	0
Speech	20	25	0
Occupational Therapy	4	20	0
Physical Therapy	4	16	0

The Board specifically finds that no additional option students will be accepted due to classroom capacity. The Board directs that previous academic achievement, athletic, or other extracurricular ability, handicap conditions, proficiency in the English language, or previous disciplinary proceedings (except as provided in 79-266.01) shall not be considered in determining whether a student be accepted or rejected.

Capacity shall be determined by setting a maximum number of option students that a district will accept in any program, class, grade level, or school building, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which the option school district will contract based on existing contractual arrangements, and availability of appropriate special education programs.

___________________________________ ________________

Kim Kildow, Board President Date

INTERLOCAL AGREEMENT TO SHARE A SPANISH TEACHER

This agreement is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827, by **Lincoln County School District 56-0037**, commonly known as **Hershey Public Schools** (referred to herein as "Hershey"); **Morrill County School District 62-0021**, commonly known as **Bayard Public Schools** (referred to herein as "Bayard"); and **Keith County School District 51-0006,** commonly known as **Paxton Consolidated Schools** (referred to herein as "Paxton").

WHEREAS, the Parties are political subdivisions of the State of Nebraska and desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Parties;

WHEREAS, the Parties have passed motions or resolutions authorizing each party to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

2. Purposes. The purposes of this agreement are:

A. To permit the school districts to make the most efficient use of their powers and resources by sharing the services of a Spanish Teacher ("Teacher") who will provide services on a .625 Full-time Equivalent (FTE) basis to Bayard; a .25 FTE basis to Paxton; and on a .125 FTE basis to Hershey.

B. To enhance the ability of the school districts to attract and maintain a qualified Teacher by ensuring that the Teacher will have full-time employment;

C. To facilitate the school districts' use of a Teacher on a shared basis by providing for the scheduling of the Teacher's time in a coherent and efficient manner; and

D. To enhance the school districts' services and programs, and to make increased educational opportunities and services available to the students of both school districts.

3. Term. This Agreement shall have a duration of one year, commencing with the 2021-22 school year, which shall begin on or about **July 1, 2021** and end on or about **June 30, 2022**. Subsequently, this Agreement shall automatically renew from year to year for an additional one-year term unless one of the parties gives written notice to the others on or before **March 1st** of its intention to terminate it at the conclusion of the then-current contract term. The parties may by mutual agreement terminate this agreement at any time.

4. Administration. Each school's Superintendents ("Administrators") shall be responsible for jointly administering the cooperative undertaking described in this Agreement. The Administrators may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

5. Nature of the Teacher's Employment. Hershey shall employ a Teacher who is certificated and endorsed by the Nebraska Department of Education as a Spanish Teacher. The Teacher will be hired by Hershey pursuant to its policies and practices. Hershey shall be responsible for paying the Teacher's yearly salary and benefits. The employment contract between Hershey and the Teacher is subject to the collective bargaining agreement between the Hershey Board of Education and the Hershey Education Association. Hershey agrees to provide the services of the Teacher to Bayard on a .625 FTE basis and to Paxton on a .25 FTE basis. For the purposes of this Agreement, the Teacher shall be an employee of Hershey Public Schools and will not be an employee of Bayard or Paxton or a "joint employee" of Hershey, Bayard, and Paxton for any purpose.

6. Sharing of Services Provided by Teacher. The Teacher shall provide services to each school district. The type of services to be provided by the Teacher to Bayard and Paxton shall be the same as those which are described in the Teacher's contract and/or job description(s) with Hershey. The parties agree that to the extent practicable, the Teacher will on a weekly basis spend approximately 62.5% of his or her working time at Bayard tending to its affairs, 25% of his or her working time at Paxton tending to its affairs, and approximately 12.5% of his or her working time at Hershey tending to its affairs. The school districts will cooperate in the scheduling of the Teacher so as to make it possible for the Teacher to perform services at each schools without conflict or, when conflict is unavoidable, in a manner that will minimize the conflict. The parties acknowledge and understand that in some cases special circumstances (holidays, conferences, training, testing, and/or other special circumstances) will require that the Teacher devote more time to the affairs of one of the parties to this Agreement than to the others during the course of a given week or weeks. The parties agree that in such cases, the schedule of the Teacher in the succeeding week or weeks shall be adjusted so that, for the 2021-22 school year, the amount of time spent by the Teacher in dealing with the affairs of each of the parties hereto shall be substantially equivalent to the 62.5/25/12.5% split. Schedule changes shall be arranged by e-mails or phone calls between the school district's superintendents. If the movement of days should impact the days billed, the parties must have a written (e-mail) agreement detailing the change of days and billing amount approved by each school's Superintendent prior to the change occurring.

Every reasonable effort will be made to swap days if necessary to equitably allocate benefit time (professional days, personal days and/or sick days, etc.) between the entities on the agreed upon split.

7. Teacher's Salary and Fringe Benefits. Hershey will pay the Teacher's salary for the 2021-22 school year pursuant to the terms of an employment contract (attached hereto as **Exhibit A**). The parties agree that, for the 2021-22 school year, Hershey has established the amount of the Teacher's salary at $45,850 (MA+0 with 3 years of experience step 1.31). Hershey shall also provide the Teacher with those additional fringe benefits specified in the Teacher's Contract.

8. Cost Sharing. Hershey shall be responsible for 12.5% of the total cost of the Teacher, Bayard shall be responsible for 62.5% of the total cost of the Teacher, and Paxton shall be responsible for 25%. As of the date of the approval of this agreement, the anticipated costs are as follows:

	Bayard	**Paxton**	**Hershey**	**Total**
Salary	$28,656.25	$11,462.50	$5,731.25	$45,850.00
FICA	$2,192.21	$876.88	$438.44	$3,507.53
Retirement	$2,802.58	$1,121.03	$560.52	$4,484.13
Health Insurance	$5,490.63	$2,196.25	$1,098.13	$8,785.00
Total	$39,141.66	$15,656.67	$7,828.33	$62,626.66

The parties shall share costs for professional development expense (training), travel and/or mileage, and dues (if any) on the same 62.5/25/12.5% split.

Hershey shall bill Bayard and Paxton on a monthly basis for all payments pursuant to this paragraph beginning in September 2021 and ending in August 2022. The first 11 payments shall be Bayard's share of the monthly cost (1/12 or $3,261.81) and Paxton's share of the monthly cost (1/12 or $1,304.72) of all amounts listed above. The amount billed is due on the 1st of each month and should be paid no later than the 20th of each month. All payments due under this Agreement shall be reconciled in July to account for any discrepancies in the amount of services actually rendered by the Teacher to Bayard, whether above or below the anticipated 62.5/25/12.5% split. Hershey shall include all necessary adjustments caused by prior overpayment or underpayment in the final billing statement.

9. Teacher Not a Third-Party Beneficiary. This agreement does not create any enforceable rights in favor of the Teacher and she is not a third-party beneficiary of the agreement.

10. No Joint Employment. This agreement does not make the parties joint employers of the Teacher for purposes of liability, Workers' Compensation, unemployment compensation, or any other purpose.

11. Management, Evaluation, Discipline and Discharge. Hershey shall have the right to manage, evaluate, discipline, and discharge the Teacher in a manner consistent with its employment contract, and as otherwise provided by law. The Bayard and Paxton Superintendents shall have the right to direct the Teacher in his or her work with respect to the services he or she performs for their respective school districts. Hershey shall evaluate the Teacher's as required by law and school policy, provided that it shall consider the positive and negative comments, if any, of the Bayard and Paxton Superintendents or other representatives in preparing the Teacher's evaluation. Bayard's and Paxton's Superintendents will have the opportunity to conduct at least one evaluation of the Teacher and participate in the Teacher's annual review.

12. Provision of Classroom, Books, and Instruments. Each party shall provide such supplies and equipment as are necessary for the Teacher's performance of services at its respective premises. Each school district will make a classroom or workspace available for Teacher's instruction of its students.

13. Termination During Term of Agreement. Either party may terminate this agreement during its term if the Teacher serving at its commencement:

A. Submits a resignation with an effective date prior to the end of the term of the agreement, and the Hershey Board of Education accepts the resignation.
B. Dies prior to the end of the school year;
C. Is discharged by the Hershey Board of Education prior to the end of the school year.

14. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Parties do not anticipate a need to acquire, hold, or dispose of real or personal property to accomplish the purposes of this Agreement. The Parties' respective governing boards shall determine the manner of acquiring, holding, or disposing of real or personal property in the event that such a need arises.

15. Financing and Budgeting. Each party will budget separately to pay the costs and expenses that it will reasonably and necessarily incur to fulfill its obligations under this agreement.

16. Taxes. This Agreement does not grant the school districts any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 13-2816.

17. Liability Insurance. Each party shall obtain and pay for its own liability insurance coverage for their participation in this Agreement.

18. Indemnification. To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

19. Disposal of Property upon Termination. The parties do not contemplate that this agreement will require the acquisition of any jointly held property. However, if it becomes necessary to dispose of property held jointly under this Agreement, it shall be divided and distributed as agreed between the school districts upon termination of this Agreement. If a dispute arises as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being distributed equally to the school districts.

20. Nondiscrimination. The school districts shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

21. Employment Eligibility Verification. The school districts shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a school district employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

22. Notice. A school district giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the respective Superintendents, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

Hershey: Hershey Public Schools
Attn: Superintendent
301 Lincoln Ave.
Hershey, NE 69143

Bayard: Bayard Public Schools
Attn: Superintendent
726 4th Ave.
Bayard, NE 69334

Paxton: Paxton Consolidated Schools
Attn: Superintendent
308 Elm Street
Paxton, NE 69155

Notice is effective only if the party giving the Notice has complied with this section.

23. Amendment and/or Extension of Agreement. The school districts may amend or extend this agreement. Any such amendment or extension shall require the approval of both boards of education and shall be in writing.

24. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

25. Counterparts. The school districts may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the school districts need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other school district to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each school district to the other. In proving this Agreement, a school district must produce or account only for the executed counterpart of the school district to be charged.

26. Assignment. The school district shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of the other party.

27. Reservation of Rights. Each party reserves the right to enforce its own rights, obligations, or benefits of this Agreement.

28. Entirety of Agreement. This agreement contains the school districts' entire agreement. It fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof.

BAYARD PUBLIC SCHOOLS

______________________________ Date: __________________, 2021
Kim Kildow, Board President

PAXTON CONSOLIDATED SCHOOLS

______________________________ Date: __________________, 2021
Cory Holm, Board President

HERSHEY PUBLIC SCHOOLS

______________________________ Date: __________________, 2021
Steve Koch, Board President

POLICY NO. 9001- NUMBER OF MEMBERS AND TERMS OF OFFICE

The Board of Education shall consist of six members who shall serve for terms of four years. The term shall be overlapping, three members being elected each two years. The term of the members shall begin with the second Monday in January succeeding their election.

Adopted: 8-17-76

Reviewed: 10-11-10

POLICY NO. 9002 - PERMANENT BOARD COMMITTEES

Committees will be appointed by the president of the board. The president of the board shall be ex-officio member of any such committee. These committees are created for specific tasks of seeking information or investigation and will report back to the board for its consideration and action. Committee action is considered to be advisory only. The following committees are appointed for one year.

Committee on American Civics

Budget and Audit

Curriculum

Building and Insurance

Policy

Teacher & Staff

Transportation

Adopted: 8-17-76

Revised: 2-13-12, 7-8-19

POLICY NO. 9003 - TEMPORARY BOARD COMMITTEES

The President may appoint temporary committees comprised of less than the full membership for special purposes. These committees shall be discharged on the completion of their assignment. The President of the Board shall be ex-officio member of any such committee.

Adopted: 8-17-76

Revised: 8-12-85

POLICY NO. 9003.1 - TEMPORARY BOARD ADVISORY COMMITTEES

Whenever the board considers it necessary, the board may appoint a committee composed of patrons, students, staff, administrators and board members.

An advisory committee is formed by board resolution which shall outline the duties and the purpose of the committee. The committee is advisory in nature and had no duty or responsibility other than that specifically stated in the board resolution. The committee shall automatically dissolve upon the delivery of its final recommendation to the board or upon completion of the duties outlined in the board resolution. The board will receive the report of the committee for consideration. The board retains the authority to make a final decision on the issue. The committee will conduct its meetings as open meetings and a record of committee members present will be kept.

The method for selection of committee members shall be stated in the board resolution. When possible, and when the necessary expertise required allows, the committee members will be representative of the school district community and shall consider the various viewpoints on the issue. The board may designate a specific board member and administrator to serve on an advisory committee. The committee will select its own chairperson, unless the board designates otherwise.

Adopted: 8-17-76

Revised: 8-12-85; 11-08-10

POLICY NO. 9004 - VACANCIES

A vacancy occurs when a board member resigns, forfeits or otherwise leaves the office. A vacancy also includes, but is not limited to, the following: failure to elect at an election when there is no incumbent to continue in office until his or her successor is elected and qualified, failure to reside in the school district or a continuous absence from the district of more that 60 days, absence from more than 2 consecutive regular board meetings unless excused by a majority of the remaining members of the board, death of the incumbent, a court order declaring the seat vacant, conviction of a felony, or any public offense in violation of the oath of office.

The resignation of a member or any other reason for a vacancy shall be made a part of the minutes of the school board. The board shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term in writing to the election commissioner or county clerk, and by a notice published in a newspaper of general circulation in the school district.

It is prohibited to meet in closed session for discussion of the appointment or election of a new board member.

Legal Reference: Neb. Statute 32-560 et seq.
32-1308
84-1410(1)(d)

Cross Reference: 201.02 Board Membership - Elections/Appointment
201.03 Qualifications

Adopted: 11-14-16

POLICY NO. 9005 - PROCEDURES FOR FILLING A BOARD VACANCY

The resignation of a board member or any other reason for a vacancy shall be made a part of the minutes of the school board. If a vacancy occurs on the board for any reason other than the expiration of a term, the vacant position shall be filled by appointment of a qualified registered voter by the remaining members of the board for the remainder of the unexpired term. The registered voter appointed shall meet the same requirements as the member whose office is vacant. If the board does not fill the vacancy by appointment, the vacancy may be filled by election at a special election or school district meeting called for that purpose. If one half or more of the offices of the school board members are vacant, the Secretary of State will call a special school district election to fill the vacancies. Unless otherwise provided by law, all vacancies shall be filled within forty-five days after the vacancy occurs unless good cause is shown that the requirement imposes an undue burden.

When a vacancy on the board of education occurs, the remaining members shall proceed to fill the vacancy in the following manner:

I. The school board shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term (a) in writing to the election commissioner or county clerk and (b) by a notice published in a newspaper of general circulation in the school district.

II. The board shall publicly request, in a manner the board deems effective, interested residents of the school district to submit to the Board President or Superintendent by a certain date selected by the board: (a) written statements indicating their desire to be considered as candidates for the vacancy and (b) any other information the board deems relevant such as a resume.

III. At the time of the vacancy, the board shall choose a specific selection process for reviewing and/or interviewing candidates and selecting a candidate. If the board cannot decide on a selection process, then the Board President shall determine the selection process. The selection process shall be communicated to all candidates who have submitted the information requested by the board as set forth above.

It is prohibited to meet in closed session for discussion of the appointment or election of a new board member.

Legal Reference: Neb. Statute 32-501 et seq.

Adopted: 11-14-16

POLICY NO. 9006 - STUDENT BOARD REPRESENTATIVE

I. PURPOSE

The Bayard Board of Education believes that the views, insights, and suggestions of a student board representative on the Board of Education can provide great value in the decision making process regarding educational policies and programs that affect all students. The purpose of this participation is to help the Board of Education gain greater insight into student activities, programs, and needs; to encourage student involvement in school district governance activities; to provide greater awareness and understanding of mutual issues among students, school staff, and community; to provide for the active involvement of students in their education; and to foster inquiry so students may freely express their views and listen to and evaluate the opinions of others. The purpose of this policy is to define the selection and term of office and the rights and responsibilities of the student board representative on the Board of Education.

II. SELECTION AND TERM OF OFFICE

1. Student representation to the Board of Education is open to all students in grades 9-12 at Bayard Public Schools who are in proper academic standing equivalent to participation in athletics or other student activities and maintain proper academic standing throughout their term of office.

2. The term of office will be one semester. The first semester will start in September and end in December. The second semester will start in January and end in April.

3. Students must complete the Google form application in full by August 31st to be considered. The Bayard Board of Education will review the applications and select one student board representative for the first semester to be sworn in at the September Board of Education meeting, and one student representative for the second semester to be sworn in at the January Board of Education meeting. If no student applications are received by the deadline, then the Board of Education will work with the Secondary Principal to appoint a student representative for each semester.

4. The student board representative serves at the discretion of the Bayard Board of Education. The Board of Education may remove a student board representative for failure to fulfill his or her duties, for failure to maintain

academic standards, or for behaviors that the Board determines unacceptable as a student board representative.

III. RIGHTS AND RESPONSIBILITIES

1. Following the student board representative's selection, they will attend an orientation session with the Superintendent and the Board of Education President. This session will be held prior to the student board representative's first Board of Education meeting.

2. The student board representative will attend and sit on all regular meetings of the Board of Education during their semester term and can be appointed to Board committees at the discretion of the Board of Education President.

3. The student board representative will dress and act appropriately while serving on the Board of Education in a manner consistent with the Board Member Code of Ethics, and follow all the rules, policies, and regulations that the Board of Education follows.

4. The student board representative will not have the right to make or second motions or vote on agenda items before the Board.

5. The student board representative will not be permitted to participate in Board of Education meetings from which the general public is excluded to include: executive/closed sessions, negotiations sessions, or personnel portions of the regular meetings of the Board of Education.

6. The student board representative will receive all regular meeting agendas, minutes, and other pertinent information, excluding any confidential materials.

7. The student board representative will communicate with fellow students to obtain input and keep students informed on pertinent issues before the Board of Education in a manner approved by the Secondary Principal.

8. The student board representative will work to represent opinions of all students and not solely their own personal opinions.

9. The student board representative will be required to submit a monthly report to the Board of Education regarding student activities and other pertinent student information.

10. The student board representative will be required to develop an initiative for the betterment of the school district to be approved by the Secondary Principal prior to being presented to the Board of Education for consideration.

11. The student board representative will be required to submit a written summary of their experience on the Board of Education at the completion of their semester term.

Adopted: 9-14-20
Reviewed:
Revised:

POLICY NO. 9101 - DUTIES OF THE PRESIDENT

It shall be the responsibility of the board president to lead a well-organized board in an efficient and effective manner. The board president shall set the tone of the board meetings and, as the representative of the consensus of the board, speak on behalf of the board to the public.

The president of the board shall be elected by a majority vote at the organizational meeting each year to serve a one year term of office.

The president, in addition to presiding at the board meetings, shall take an active role in board decisions by discussing and voting on each motion before the board in the same manner as other board members. However, before making or seconding a motion, the board president shall turn over control of the meeting to either the vice president or other board member.

The board president has the authority to call special meetings of the board. Prior to board meetings, the board president shall consult with superintendent of the development of the agenda for the meeting.

The board president shall sign employments contracts approved by the board. The president shall appear on behalf of the school district in causes of action involving the school district.

It is the responsibility of the president to appoint all committees whose appointment is not otherwise determined.

Adopted: 8-17-76

Revised: 8-15-83; 11-08-10

POLICY NO. 9102 - DUTIES OF THE VICE-PRESIDENT

If the board president is unable or unwilling to carry out the duties required, it shall be the responsibility of the vice president of the board to carry out the duties of the president. If the president is unable or unwilling to complete the term of office, the vice president shall serve as president for the balance of the president's term of office, and a new vice president shall be elected.

The vice president of the board shall be elected by a majority vote at the organizational meeting each year to serve a one-year term of office.

The vice president shall accept control of the meeting from the president when the president wishes to make or second a motion. The vice president shall take an active role in board decisions by discussing and voting on matters before the board in the same manner as other board members.

Adopted: 8-17-76

Revised: 11-08-10

POLICY NO. 9104 - DUTIES OF THE COUNSEL

It shall be the responsibility of the board to employ legal counsel to assist the board and the administration in carrying out their duties with respect to the numerous legal issues confronting the school district. The board may appoint legal counsel on an annual basis.

The superintendent and board president shall have the authority to contact the board's legal counsel on behalf of the board when the superintendent or board president believes it is necessary for the management of the school district. The board's legal counsel may attend regular or special school board meetings upon the request of the board or the superintendent. Other board members may contact the legal counsel upon the approval of a majority of the board. It shall be the responsibility of each board member to pay the legal fees, if any, of an attorney the board member consulted regarding matters of the school district unless the board has authorized the board member to consult an attorney on the matter in accordance with this policy.

It shall be the responsibility of the superintendent to keep the board informed of matters for which legal counsel was consulted, particularly if the legal services will involve unusual expense for the school district.

Adopted: 8-17-76

Revised: 11-08-10

POLICY NO. 9105 - AUDITS AND DUTIES OF THE AUDITOR

An auditing firm shall be retained at the close of each fiscal year for the purpose of auditing and making necessary reports to the board and the Nebraska Department of Education (NDE). The superintendent shall arrange with the firm for an audit examination of all financial, transportation, food service and attendance records of the district, in accordance with state law. Confidential and privileged communications between the district and its auditor, including all auditor work products, are hereby closed to the extent permitted by statute.

The audit examination shall be made in accordance with generally accepted auditing standards, to include such reviews and tests of the accounting system, books and records, and other underlying data as are necessary to come to an informed opinion as to the financial affairs of the district. The audit report shall include the requirements as enumerated in statute.

Each member of the board shall receive a copy of the audit report, and copies shall be furnished to the Commissioner of Education and the Auditor of Public Accounts no later than November 5. A copy of the auditor's letter to management, resulting from the audit, and the district's responses to that letter shall be filed with the Commissioner of Education no later than January 31. The Superintendent shall be responsible for filing copies of the audit with the proper authorities.

School District will comply with the Governmental Accounting Standards Board (GASB) statement issued on March 11, 2009, GASB #54 Fund Balance Reporting and Governmental Fund Type Definitions.

The following are fund definitions from GASB #54

Fund Balance

Fund Balance is the difference between assets and liabilities in governmental funds (i.e. general fund special revenue funds, capital project funds, debt service funds).

Nonspendable Fund Balance

Describes the amount of the fund balance that cannot be spent because it is either not in spendable form or there is a legal or contractual requirement for the funds to remain intact.

Restricted Fund Balance

The restricted fund balance category includes the portion of the fund balance that reflects constraints on spending because of legal restrictions stipulated by outside parties, constitutional provisions, and enabling legislation including any legal restrictions based on state statutes or grant requirements placed on the use for specific purposed

At the end of the fiscal year, the School District will report Restricted Fund Balances for amounts that have applicable legal restrictions. As per Nebraska State Statute, the fund balances of the Depreciation Fund, the Special Building Fund, the Employee Benefit Fund and the Bond Fund are restricted by purpose and will be reported as Restricted Fund Balances.

Committed Fund Balance

The committed fund balance classification includes the portion of the fund balance that reflects constraints that the School District imposed upon itself by a formal action of the School Board. This constraint must be imposed prior to year end but the amount can be determined at a later date.

At the end of the fiscal year, the School District will report the Lunch Fund Balance as Committed Fund Balance. The Lunch Fund Balance is constrained by the creation of the fund, and also constrained by purpose through approving a yearly budget for the Lunch Fund.

Assigned Fund Balance

The assigned fund balance is the portion of the fund balance that reflects funds intended to be used by the School District for specific purposes. The authority to assign fund balance is delegated to the Superintendent.

At the end of the fiscal year, the School District will report any fund balance whose intent has been designated by the Superintendent as Assigned Fund Balance.

Unassigned Fund Balance

The unassigned fund balance is the residual classification for the School District's General Fund and includes all remaining amounts not contained in the other classifications and, therefore, is not subject to any constraints. Unassigned amounts are available for any purpose.

At the end of the fiscal year, the School District will report any General Fund Balance that has not been assigned to other fund balance classifications as Unassigned Fund Balance.

DUTIES OF THE AUDITOR

The duties of the independent auditor shall be as follows:

1. The examine the balance sheet of the school district as at the close of its fiscal year and the related statements of transactions in the various funds for the fiscal year then ended.
2. To conduct such examinations in accordance with generally accepted auditing standards and to include such tests of the accounting records and such other auditing procedures as are necessary in the circumstances.
3. To render an opinion on the financial statements prepared as at the close of the fiscal year.
4. To prepare such financial statements for publication when directed.
5. To make such recommendations to the Board concerning its accounting records, procedures, and related activities as may appear necessary or desirable.
6. To perform such other related services as may be requested by the Board.

Legal Reference: Neb. Statute 79-1089

NDE Rule 1

Adopted: 8-17-76

Reviewed: 10-11-10

Revised: 11-14-11

POLICY NO. 9106 - BOARD MEMBER CODE OF ETHICS

Board members' actions, verbal and nonverbal, reflect the attitude and the beliefs of the school district. Therefore, board members must conduct themselves professionally and in a manner fitting to their position.

Each board member shall follow the code of ethics stated in this policy.

AS A SCHOOL BOARD MEMBER:

1. I will listen.
2. I will respect the opinion of others.
3. I will recognize the integrity of my predecessors and associates and the merit of their work.
4. I will be motivated only by an earnest desire to serve my school district and the children of my school district community in the best possible way.
5. I will not use the school district or any part of the school district program for my own personal advantage or for the advantage of my friends or supporters.
6. I will vote for a closed session of the board if the situation requires it, but I will consider "secret" sessions of board members unethical.
7. I will recognize that to promise in advance of a meeting how I will vote on any proposition which is to be considered is to close my mind and agree not to think through other facts and points of view which may be presented in the meeting.
8. I will expect, in board meetings, to spend more time on education programs and procedures than on business details.
9. I will recognize that authority rests with the board in legal session and not with individual members of the board, except as authorized by law.
10. I will make no disparaging remarks, in or out of the board meeting, about other members of the board or their opinions.
11. I will express my honest and most thoughtful opinions frankly in board meetings in an effort to have decisions made for the best interests of the children and the education program.
12. I will insist that the members of the board participate fully in board action and recommend that when special committees are appointed, they serve only in an investigative and advisory capacity.
13. I will abide by majority decisions of the board.
14. I will carefully consider petitions, resolutions and complaints and will act in the best interests of the school district.
15. I will not discuss the confidential business of the board in my home, on the street or in my office; the place for such discussion is the board meeting.
16. I will endeavor to keep informed on local, state and national educational developments of significance so I may become a better board member.

IN MEETING MY RESPONSIBILITY TO MY SCHOOL DISTRICT COMMUNITY:

1. I will consider myself a trustee of public education and will do my best to protect it, conserve it, and advance it, giving to the children of my school district community the educational facilities that are as complete and adequate as it is possible to provide.
2. I will consider it an important responsibility of the board to interpret the aims, methods and attitudes of the school district to the community.
3. I will earnestly try to interpret the needs and attitudes of the school district community and do my best to translate them into the education program of the school district.
4. I will attempt to procure adequate financial support for the school district.
5. I will represent the entire school district rather than individual electors, patrons or groups.
6. I will not regard the school district facilities as my own private property but as the property of the people.

IN MY RELATIONSHIP WITH THE SUPERINTENDENT AND EMPLOYEES:

1. I will function, in meeting the legal responsibility that is mine, as part of a legislative, policy-forming body, not as an administrative officer.
2. I will recognize that it is my responsibility, together with that of my fellow board members, to see the school district is properly run and not to run them myself.
3. I will expect the school district to be administered by the best-trained technical and professional people it is possible to procure within the financial resources of the school district.
4. I will recognize the superintendent as executive officer of the board.
5. I will work through the administrative employees of the board, not over or around them.
6. I will expect the superintendent to keep the board adequately informed through oral and written reports.
7. I will vote to hire employees only after the recommendation of the superintendent has been received.
8. I will insist that contracts be equally binding on teachers and board.
9. I will give the superintendent power commensurate with the superintendent's responsibility and will not in any way interfere with, or seek to undermine, the superintendent's authority.
10. I will give the superintendent friendly counsel and advice.
11. I will present any personal criticism of employees to the superintendent.
12. I will refer complaints to the proper administrative officer.

TO COOPERATE WITH OTHER SCHOOL BOARDS:

1. I will not employ a superintendent, principal or teacher who is already under contract with another school district without first securing assurance from the proper authority that the person can be released from contract.
2. I will consider it unethical to pursue any procedure calculated to embarrass a neighboring board or its representatives.
3. I will not recommend an employee for a position in another school district unless I would employ the individual under similar circumstances.
4. I will answer all inquiries about the standing and ability of an employee to the best of my knowledge and judgment, with complete frankness.
5. I will associate myself with board members of other school districts for the purpose of discussing school district issues and cooperating in the improvement of the education program.

Legal Reference: Neb. Statute 79-526

Adopted: 10-08-12

Reviewed: 1-12-15, 1-11-16, 5-8-17, 1-14-19, 3-11-19, 1-13-20

POLICY NO. 9238 - MEETING NOTICE

Reasonable advance public notice shall be given for meetings and work sessions held by the board. The board's designated method of giving reasonable advanced publicized notice is by publication in a local newspaper at least 3 days prior to the meeting. The board may, in its discretion, also use additional methods of public notice including, but not limited to, publishing notice in the Bayard Transcript or other newspaper, advertising on local radio station(s), posting notice on the district's website, and posting on the door(s) of business(es) within the district.

Public notice shall indicate the meeting's time, place and date, and shall include a statement that the agenda shall be readily available for public inspection at the district office during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature the agenda shall not be altered later than 24 hours before the meeting.

A copy of the public notice will be provided to those who have filed a request for notice with the superintendent. These requests for notice must be in writing. A copy of the public notice will also be accessible to employees and students.

In the case of special meetings, public notice shall be given in the same manner as for a regular meeting unless it is an emergency meeting. Public notice of emergency meetings shall be given as soon as practical and possible in light of the situation. Reasonable efforts shall be made to notify news media who have requested notification of meetings.

It shall be the responsibility of the recording secretary of the board to give public notice of board meetings and work sessions. The recording secretary of the board shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification of the time and place of each meeting and the subjects to be discussed.

Legal Reference: Neb. Rev. Stat. §§ 84-1408 to 1414, 79-554

Approved: 3-12-12

Revised: 9-14-20

POLICY NO. 9239 - PUBLIC PARTICIPATION AT BOARD MEETINGS

A. Attend

Members of the public shall be permitted to attend and to speak at board meetings. They will not be required to identify themselves as a condition for admission to the meeting.

The Board may allow advisors, consultants, and other persons who are not Board members to appear at the meeting via telephone or other similar means.

The chair has the authority to assure that people conduct themselves in an orderly manner at the meeting. Undue interruption or other interference with the orderly conduct of business will not be allowed. The chair may order persons who are disorderly to be removed from the meeting.

Legal Reference:	§§ 79-570; 79-571; § 84-1411 (3) and (6); § 84-1412 (1) and (3)

B. Hear

The board will, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

Legal Reference:	§ 84-1412 (7)

C. Record

Members of the public may use recording devices (tape recorder, video camera, etc.) to record any part of a meeting of a public body, except for closed sessions. No recording, other than note taking, shall be done without informing the President in advance. The President shall control the placement of the recording device so the device does not obstruct the view of Board members or other members of the public attending the meeting and does not otherwise interfere with the meeting.

Legal Reference:	§ 84-1412 (1)

D. Access to Written Materials

At least one copy of all reproducible written material to be discussed at an open meeting will be made available at the meeting for examination and copying by members of the public.

Legal Reference:	§ 84-1412 (8)

E. Speak

Members of the public will be permitted to speak at Board meetings at which a public forum is on the Agenda. Members of the public may also speak when invited to make a presentation or when recognized by the chair. The Board is not required to allow members of the public to speak at each meeting. However, the Board will not forbid public participation at all meetings.

Members of the public will not be required to have their name be placed on the agenda prior to the meeting in order to speak about items on the agenda.

Members of the public who desire to address the Board will be required to identify themselves.

The President or chair for the meeting shall have the authority to establish reasonable time limits for individual speakers and for the duration of public forum sessions. The following time limits are established but may be altered by the President or chair if the pressure of business or other circumstances dictate at a particular meeting: 5 minutes for individual speakers and 30 minutes for the duration of the public forum session.

Speakers will be permitted to address the Board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against a school employee shall not be made for the first time at a public Board meeting without having followed the school's complaint procedure.

Legal Reference:	§ 84-1412 (1) (2) and (3)

Adopted: 7-14-08

Reviewed: 10-11-10

Revised 12-12-11

5+ Year Facilities Improvement Plan (Revised March 2021)

2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025 and Beyond
Re-Gravel High School Parking Lot	Remodel Elementary Girls Bathroom	Replace the Track	Remove paint room wall in the Ag Shop	Complete Track Commemoration Walkway and Sustainable School Yards Project	Replace Score Board on Football Field	Replace/Remove Lockers in the High School	Replace Pressbox	Replace Carpet in Elementary Offices and Workroom	Replace Walk-In Freezer	Replace Windows in Elementary	Football Field Poles (monitor) and Light Replacement	Installation of Digital School Sign(s)	Replace Roofs	Replace Roofs
Address Brick Issues at tops of parapet walls	Address Water Drainage at the back of the Elementary School	Replace the Chiller above AD's Office	Reroute electrical supplies in the Ag Shop	Monitor/Address Brick Damage on the South Side of the Secondary School	Update Lighting in the Cafeteria	Replace Carpet in the Library	Replace Lighting in the Elementary Hallway	Construction of Greenhouse	Re-Grad e and Install Crushed Concrete on High School Parking Lot	Replace Windows in High School	Pave Parking Lots	Replace Suburban	Replace Boilers	Replace Boilers
	Re-Tile High School Ag-Shop Hallway	Recarpet Band Room	Install replacement vehicle lift in Ag Shop	Update Lighting on the Stage	Replace Carpet in Mrs. Heigel's Room	Replace Lighting in the Elementary Library	Installation of Crushed Concrete on Bus Parking Lot	Monitor/Address Concrete Walkways at Elementary	Construction of Running/Walking Path on School Grounds	Monitor/Address Drains in Elementary Bathrooms	Replace Heating/Cooling Unit in Auditorium	Replace Curtains on the Stage	Replace Heating/Cooling Units	Replace Heating/Cooling Units
	Re-Carpet rooms used by Mr. Kniss and Mr. Baker (Evans)		Install carpet tiles in the Preschool Room	Update Lighting in the Old Gym	Renovate/Replace/Repair the Crows Nest	Replace Lighting in the Elementary Music Room	Replace Heating/Cooling Units in Confernce Room, Supt. Office	Monitor/Address Paint in the Elementary	Replace Classroom Door Handles in Elmentary School	Replace Suburban	Replace Carpet in Elementary Library	Replace Heating/Cooling Unit in Concessions	Replace Flooring in Old Gym	Replace Flooring in Old Gym
	Paint Elementary Band Room		Install carpet tiles in the English Room (Dilks)	Re-Wire Football Field Lights	Replace Drinking Fountains by Concession Stand	Replace/Add a Suburban	Replace curtain with wall materials in Elementary Cafeteria	Monitor/Address Heating/Cooling Unit above Auditorium	Install File Storage System in Administrative Office	Replace Concrete at Elementary School			Replace Carpet	Replace Carpet
	Removal and Disposal of Broken Merry-Go-Round		Install carpet tiles in the High School Office	Update Mike Cillessen Board	Replace Lighting in Elementary Classrooms (1A, 1B, and 2A).	Update the Concession Stand	Installation of Panic Buttons in both Buildings	Install Generator at High School (FEMA Grant)	Replace Carpet in Administrative Offices					
	Install Thermostat Covers in Bathrooms		Install carpet tiles in the English Room (Harriger)	Update Lighting in the Bus Barn	Replace Lighting in the Elementary Hallway	Add Structural Spray Coating to Track	Installation of Door Alarms on South Wing of Secondary School	Replace Blinds on Elementary Windows	Painting in High School Academic Hallway					
	Convert Lights from T12 to T8 in Elementary		Install flash curtains on the welding booths	*Replace Tile/Drain in Small Boys Rest Room (by 3rd grade)	Develop Alumni Recognition Wall	Replace/repair doors to old gym (locking issues)	Removal of Abandoned Property from School Premises (Trailers)	Replace Heating/Cooling Units in High School Math Classrooms	Installation of Drinking Fountain by High School Music Classrooms					
	Replacement of Damaged Elementary Playground Equipment		Add safety shut-off to overhead doors in the Ag Shop (and possibly in the wood shop if needed)	*Replace Carpet in Science Rooms	Replace Carpet in Little DL Room	Re-route south drain from new gym under the sidewalk.	Install File Storage System in Music Classrooms	Install Crushed Concrete on Elementary Parking Lot and Football/Track Lot						
	Replacement of Storage Unit Window		Address drain on the east end of high school (draining onto the external brick wall)	*Replace Carpet in High School Computer Lab		Replace Stalls in Elementary Boys Bathrooms		Remove Unsafe Lifts on Elementary and High School Hoops/Backboards and Install Safety Straps						
	Convert Lights from T12 to T8 in High School		Repair/replace water fountains in the elementary school	*Replace Carpet in Mrs. Lambert's Room		Update Faucets and Add Air Dryers in Elementary Bathrooms		Replace/Upgrade Lighting in Auditorium (Insurance)						
	Replacement of Asphalt with Concrete at the Elementary Exit Driveway (with City)		Replace roof over the auditorium	Paint Lockers in Football Locker Room		Paint Elementary Hallways		Replace Risers and Platforms in Music Program						
			Paint in the hallway going to music/library area in the elementary	Replace Lighting in the Kitchen		Replace Damaged Preschool Playground Equipment								
			Install LED Lighting in Preschool	Replace Heaters Above Shop and South Hallway										
			Installation of safety straps on basketball hoops that raise and lower in the high school gyms.	Replacement of the high school phone system										
				Add Preschool Playground Equipment										
				Fence Preschool Playground Area										

2015-2016

Complete Track Commemoration Walkway and Tree Planting for Sustainable School Yards Project	Awaiting 2nd Proposal		
Complete Track Commemoration Walkway and Tree Planting for Sustainable School Yards Project			$ 23,921.90
*Replace Drain in Small Boys Rest Room (by 3rd grade)	$700 for drain		$ 638.00
Replace Urinal with Floor Urinal	Awaiting Quotes		
Replace Tile in Small Boys Rest Room (by 3rd grade)	Need to obtain quote		
*Replace Carpet in Science Rooms, High School Computer Lab, and Spanish Room			$ 12,205.00
Update Lighting on the Stage	Awaiting Quotes		
Update Lighting in the Old Gym	(Bid is for equipment only)		$ 4,200.00
Install Safety Lighting at the Track	(Bid is for equipment only)		$ 3,566.00
Re-Wire Football Field Disconnects			$ 2,990.00
Replace Lighting in the Kitchen	(Bid is for equipment only)		$ 2,875.00
Update Lighting in the Bus Barn	(Bid is for equipment only)		$ 2,460.00
Replace Lighting in three 1st and 2nd Grade Classrooms	(Bid is for equipment only)		$ 4,485.00
Paint Lockers in Football Locker Room			$ 500.00
Replace/repair doors to old gym (locking issues)	Need to obtain quotes		$ 10,000.00
Re-route south drain from new gym under the sidewalk.	$5,000 (old quote)		$ 5,000.00
Fence Preschool Playground Area	Awaiting Quote		$ 2,000.00
Concrete sidewalk for Preschool Playground*	$7400 (parially covered by grant)		$ 7,400.00
Replacement of the high school phone system*		$35,000	$ 35,000.00
Update Mike Cillessen Board			$ 2,000.00

Summer 2015 Facilities Improvement Projects

Complete Track Commemoration Walkway and Tree Planting for Sustainable School Yards Project	Awaiting 2nd Proposal (Concrete)		
Complete Track Commemoration Walkway and Tree Planting for Sustainable School Yards Project	Masonry Block Proposal	$ 23,921.90	
*Replace Drain in Small Boys Rest Room (by 3rd grade)	$700 for drain	$ 638.00	
Replace Urinal with Floor Urinal	Awaiting Quotes	$ 2,200.00	
Replace Tile in Small Boys Rest Room (by 3rd grade)	Need to obtain quote		
*Replace Carpet in Science Rooms, High School Computer Lab, and Spanish Room		$ 12,205.00	
Update Lighting in the Old Gym	(Bid is for equipment only)	$ 4,200.00	
Install Safety Lighting at the Track	(Bid is for equipment only)	$ 3,566.00	
Re-Wire Football Field Disconnects		$ 2,990.00	
Replace Lighting in the Kitchen	(Bid is for equipment only)	$ 2,875.00	
Update Lighting in the Bus Barn	(Bid is for equipment only)	$ 2,460.00	
Replace Lighting in three 1st and 2nd Grade Classrooms	(Bid is for equipment only)	$ 4,485.00	$ 32,781.00
Replace/repair doors to old gym (locking issues)	Need to obtain quotes		
Re-route south drain from new gym under the sidewalk.	$5,000 (old quote)	$ 5,000.00	
Update Lighting on the Stage	Awaiting Quotes		
Paint Lockers in Football Locker Room			
Fence Preschool Playground Area	(May need re-quoted)	$ 3,546.10	
Concrete sidewalk for Preschool Playground*	(parially covered by grant)	$ 7,400.00	
Update Mike Cillessen Board			
Replacement of the high school phone system*		$ 35,000.00	

5+ Year Facilities Improvement Plan (Revised February, 2020)

2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024 and Beyond
Re-Gravel High School Parking Lot	Remodel Elementary Girls Bathroom	Replace the Track	Remove paint room wall in the Ag Shop	Complete Track Commemoration Walkway and Sustainable School Yards Project	Replace Score Board on Football Field	Replace/Remove Lockers in the High School	Replace Pressbox	Replace Carpet in Elementary Offices and Workroom	Replace Walk-In Freezer	Replace Windows in Elementary	Football Field Poles (monitor) and Light Replacement	Installation of Digital School Sign(s)	Replace Roofs
Address Brick Issues at tops of parapet walls	Address Water Drainage at the back of the Elementary School	Replace the Chiller above AD's Office	Reroute electrical supplies in the Ag Shop	Monitor/Address Brick Damage on the South Side of the Secondary School	Update Lighting in the Cafeteria	Replace Carpet in the Library	Replace Lighting in the Elementary Hallway	Construction of Greenhouse	Re-Grad e and Install Crushed Concrete on High School Parking Lot	Replace Windows in High School	Pave Parking Lots	Replace Suburban	Replace Boilers
	Re-Tile High School Ag-Shop Hallway	Recarpet Band Room	Install replacement vehicle lift in Ag Shop	Update Lighting on the Stage	Replace Carpet in Mrs. Heigel's Room	Replace Lighting in the Elementary Library	Installation of Crushed Concrete on Bus Parking Lot	Monitor/Address Concrete Walkways at Elementary	Construction of Running/Walking Path on School Grounds	Monitor/Address Drains in Elementary Bathrooms	Replace Heating/Cooling Unit in Auditorium	Replace Curtains on the Stage	Replace Heating/Cooling Units
	Re-Carpet rooms used by Mr. Kniss and Mr. Baker (Evans)		Install carpet tiles in the Preschool Room	Update Lighting in the Old Gym	Renovate/Replace/Repair the Crows Nest	Replace Lighting in the Elementary Music Room	Replace Heating/Cooling Units in Confernce Room, Supt. Office	Monitor/Address Paint in the Elementary	Replace Classroom Door Handles in Elmentary School	Replace Suburban	Replace Carpet in Elementary Library	Replace Heating/Cooling Unit in Concessions	Replace Flooring in Old Gym
	Paint Elementary Band Room		Install carpet tiles in the English Room (Dilks)	Re-Wire Football Field Lights	Replace Drinking Fountains by Concession Stand	Replace/Add a Suburban	Replace curtain with wall materials in Elementary Cafeteria	Monitor/Address Heating/Cooling Unit above Auditorium	Install File Storage System in Administrative Office	Replace Concrete at Elementary School			Replace Carpet
	Removal and Disposal of Broken Merry-Go-Round		Install carpet tiles in the High School Office	Update Mike Cillessen Board	Replace Lighting in Elementary Classrooms (1A, 1B, and 2A).	Update the Concession Stand	Installation of Panic Buttons in both Buildings	Install Generator at High School (FEMA Grant)	Replace Carpet in Administrative Offices				
	Install Thermostat Covers in Bathrooms		Install carpet tiles in the English Room (Harriger)	Update Lighting in the Bus Barn	Replace Lighting in the Elementary Hallway	Add Structural Spray Coating to Track	Installation of Door Alarms on South Wing of Secondary School	Replace Blinds on Elementary Windows	Painting in High School Academic Hallway				
	Convert Lights from T12 to T8 in Elementary		Install flash curtains on the welding booths	*Replace Tile/Drain in Small Boys Rest Room (by 3rd grade)	Develop Alumni Recognition Wall	Replace/repair doors to old gym (locking issues)	Removal of Abandoned Property from School Premises (Trailers)	Replace Heating/Cooling Units in High School Math Classrooms					
	Replacement of Damaged Elementary Playground Equipment		Add safety shut-off to overhead doors in the Ag Shop (and possibly in the wood shop if needed)	*Replace Carpet in Science Rooms	Replace Carpet in Little DL Room	Re-route south drain from new gym under the sidewalk.	Install File Storage System in Music Classrooms	Install Crushed Concrete on Elementary Parking Lot and Football/Track Lot					
	Replacement of Storage Unit Window		Address drain on the east end of high school (draining onto the external brick wall)	*Replace Carpet in High School Computer Lab		Replace Stalls in Elementary Boys Bathrooms		Remove Unsafe Lifts on Elementary and High School Hoops/Backboards and Install Safety Straps					
	Convert Lights from T12 to T8 in High School		Repair/replace water fountains in the elementary school	*Replace Carpet in Mrs. Lambert's Room		Update Faucets and Add Air Dryers in Elementary Bathrooms		Replace/Upgrade Lighting in Auditorium (Insurance)					
	Replacement of Asphalt with Concrete at the Elementary Exit Driveway (with City)		Replace roof over the auditorium	Paint Lockers in Football Locker Room		Paint Elementary Hallways		Replace Risers and Platforms in Music Program					
			Paint in the hallway going to music/library area in the elementary	Replace Lighting in the Kitchen		Replace Damaged Preschool Playground Equipment		Installation of Drinking Fountain by High School Music Classrooms					
			Install LED Lighting in Preschool	Replace Heaters Above Shop and South Hallway									
			Installation of safety straps on basketball hoops that raise and lower in the high school gyms.	Replacement of the high school phone system									
				Add Preschool Playground Equipment									
				Fence Preschool Playground Area									

2015-2016

Complete Track Commemoration Walkway and Tree Planting for Sustainable School Yards Project	Awaiting 2nd Proposal		
Complete Track Commemoration Walkway and Tree Planting for Sustainable School Yards Project			$ 23,921.90
*Replace Drain in Small Boys Rest Room (by 3rd grade)	$700 for drain		$ 638.00
Replace Urinal with Floor Urinal	Awaiting Quotes		
Replace Tile in Small Boys Rest Room (by 3rd grade)	Need to obtain quote		
*Replace Carpet in Science Rooms, High School Computer Lab, and Spanish Room			$ 12,205.00
Update Lighting on the Stage	Awaiting Quotes		
Update Lighting in the Old Gym	(Bid is for equipment only)		$ 4,200.00
Install Safety Lighting at the Track	(Bid is for equipment only)		$ 3,566.00
Re-Wire Football Field Disconnects			$ 2,990.00
Replace Lighting in the Kitchen	(Bid is for equipment only)		$ 2,875.00
Update Lighting in the Bus Barn	(Bid is for equipment only)		$ 2,460.00
Replace Lighting in three 1st and 2nd Grade Classrooms	(Bid is for equipment only)		$ 4,485.00
Paint Lockers in Football Locker Room			$ 500.00
Replace/repair doors to old gym (locking issues)	Need to obtain quotes		$ 10,000.00
Re-route south drain from new gym under the sidewalk.	$5,000 (old quote)		$ 5,000.00
Fence Preschool Playground Area	Awaiting Quote		$ 2,000.00
Concrete sidewalk for Preschool Playground*	$7400 (parially covered by grant)		$ 7,400.00
Replacement of the high school phone system*		$35,000	$ 35,000.00
Update Mike Cillessen Board			$ 2,000.00

Summer 2015 Facilities Improvement Projects

Complete Track Commemoration Walkway and Tree Planting for Sustainable School Yards Project	Awaiting 2nd Proposal (Concrete)		
Complete Track Commemoration Walkway and Tree Planting for Sustainable School Yards Project	Masonry Block Proposal	$ 23,921.90	
*Replace Drain in Small Boys Rest Room (by 3rd grade)	$700 for drain	$ 638.00	
Replace Urinal with Floor Urinal	Awaiting Quotes	$ 2,200.00	
Replace Tile in Small Boys Rest Room (by 3rd grade)	Need to obtain quote		
*Replace Carpet in Science Rooms, High School Computer Lab, and Spanish Room		$ 12,205.00	
Update Lighting in the Old Gym	(Bid is for equipment only)	$ 4,200.00	
Install Safety Lighting at the Track	(Bid is for equipment only)	$ 3,566.00	
Re-Wire Football Field Disconnects		$ 2,990.00	
Replace Lighting in the Kitchen	(Bid is for equipment only)	$ 2,875.00	
Update Lighting in the Bus Barn	(Bid is for equipment only)	$ 2,460.00	
Replace Lighting in three 1st and 2nd Grade Classrooms	(Bid is for equipment only)	$ 4,485.00	$ 32,781.00
Replace/repair doors to old gym (locking issues)	Need to obtain quotes		
Re-route south drain from new gym under the sidewalk.	$5,000 (old quote)	$ 5,000.00	
Update Lighting on the Stage	Awaiting Quotes		
Paint Lockers in Football Locker Room			
Fence Preschool Playground Area	(May need re-quoted)	$ 3,546.10	
Concrete sidewalk for Preschool Playground*	(parially covered by grant)	$ 7,400.00	
Update Mike Cillessen Board			
Replacement of the high school phone system*		$ 35,000.00	

Superintendent's School Improvement Report
Presented to the
Board of Education of Bayard Public Schools
March 8, 2021

Vision, Culture, & Instructional Leadership
The superintendent leads the district by promoting the success of all students, articulating a vision of learning, developing a positive school climate and demonstrating best practices in instructional programs and staff professional development.

- Teachers attended the ESU#13 Winter Conference on Presidents' Day
- New teachers were trained by Dr. Rice in the 7 Habits of Highly Effective People during the recent in-service days held in conjunction with the WTC and MAC Speech Meets.
- The School Improvement Steering Committee is working in initial plans for our school accreditation visit next fall. Mrs. Ferrero's leadership in that process is appreciated.
- We are in the process of thinking about the ESSER II funding and how that might help with unfinished learning, safe learning environments, and accelerating learning during the ongoing pandemic and concurrent recovery. I am taking ideas from staff, students, and community members at this time. We will make our application for these grant funds in early April.

Operations, Resource, & Personnel Management
The superintendent demonstrates the knowledge, skills, and ability to effectively manage operations that promote a safe and effective environment for students and staff, ensure the fiscal health of the district, and implement sound personnel practices.

- NDE has certified our state aid. However, there is the possibility that the Legislature might de-certify our state aid, change the formula, and cause NDE to issue a re-certification. Under the current certification, we are scheduled to receive $1,992,532 in state aid for the 2021-2022 school term. Under the current certification we will receive an increase of $18,037 from this year's state aid of $1,974,495.
- We have received reimbursements from some grants in the past month. That has improved our cash position for the month. Bobbie Stuart's persistence with requesting reimbursement from NDE is commendable. Over the next couple of years cash flow will likely remain a challenge at different times in the school year. Timing of tax payments significantly impacts our cash on hand during the winter and spring. This is exacerbated by delays in grant reimbursement at NDE. With additional grant funding, cash flow will be an ongoing area where we will need to be vigilant.
- We have been notified by NEMA that with higher than anticipated costs, the generator project will not be able to meet the FEMA Benefit Cost Ratio requirements. With the higher costs, the project is not currently feasible. Farris Engineering has agreed to accept payments made for the work done to date and close out the project. We will be eligible for reimbursement through NEMA/FEMA for a portion of project costs to date and will be applying for that reimbursement.
- We continue to seek another full-time bus driver. If you know anyone who would be interested, please have them contact Mr. Richard Pieper.

Board Governance & Policy
The superintendent works effectively with the board of education, exhibits a shared understanding of board and superintendent roles, leads and manages the district consistent with board policies, and demonstrates the skills to work effectively with the board.

- The 90-day "long" Legislative session continues. I would encourage everyone to keep an eye on the happenings in the Legislature. Decisions made in Lincoln impact what happens to and for the students in our school community.

Mission Statement:

The mission of Bayard Public Schools is to partner with parents to provide a successful educational experience and diverse opportunities.

Communication & Community Relations

The superintendent establishes effective communication with students, parents, staff and community, and has the knowledge and awareness of different cultures among all community members to effectively engage and respond to diverse interests and needs that support the success of all students.

- We continue working within state and regional parameters to provide opportunities for students to participate in a variety of activities and learning opportunities.
- We hosted a community meeting by Twin Cities Development and the University of Nebraska regarding the possibility of a community supported grocery store.

Ethical Leadership

The superintendent promotes the success of every student and staff member by acting with integrity, fairness and in an ethical manner.

- I would like to commend Mr. Herman Ziegler for his quick response in providing the Heimlich maneuver in the cafeteria this past week. His actions in being attentive to the needs of our students are appreciated.

Superintendent's Goals

Board and Superintendent Practices

- I appreciate the efforts of the Budget and Audit Committee and the Curriculum Committee over the past month. I look forward to meeting with the Building Committee sometime later this month.
- Carolyn Applegate is registered for the NRCSA Spring Conference and the NASB President's Retreat in Kearney. Kim Burry is registered for the NASB Budget and Finance Workshop. If board members would like to be registered for upcoming board development, please let me know and I will be happy to get you registered.

Student Excellence through Academics and Leadership

- Enrollment in college courses by students at our school has increased each of the past couple of years. According to data compiled by Mrs. Linde Rafferty, here are the trends in dual credit and college credit courses by our students:
  - 2018-2019 we had 11 students enrolled in 13 classes
  - 2019-2020 we had 13 students enrolled in 14 classes
  - 2020-2021 we have 15 students enrolled in 27 classes
- Several Bayard High Schools Students received their results from the ACT test this month. Mrs. Linde Rafferty was able to provide some high-level summaries of the student results from the February 6th initiative. Here are some highlights she put together:
  - Twenty Bayard High School students took the ACT test for the first time.
  - The overall average for all test-takers at Bayard High School increased from 17.8 (last year's February test) to 18.84.
  - In addition to the overall increase (even with 20 first-time test takers), we had two students earn scores high enough to get their names displayed on the ACT Honor Board.

Communication

- We are in the process of identifying key communicators and building a social networking map. If you have not already done so, please help us out by sharing (with Bobbie Stuart) the names of ten individuals you consider to be in frequent contact with many others, trusted sources of school-related information, and coming from diverse roles within our community.
- This past month, 52,426 messages were delivered on Remind. This includes 13,069 conversations and reactions.
- We are finalizing ideas for our next district quarterly postcard. If you have ideas about aspects of our school you would like highlighted in upcoming messaging, please let me know.

Leave Log

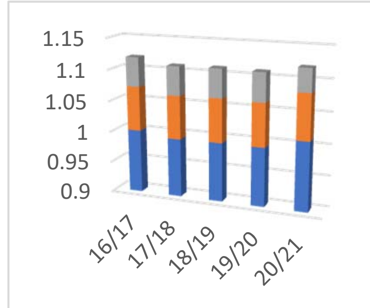
- I have used eight vacation days (7-24-20, 8-14-20, 11-16-20, 11-17-20, 11-18-20, 11-19-20, 11-20-20, 3-3-21) and two and a half sick days (sick bank contribution. 10-20-20, 2-25-21 ½).

Bayard Public Schools **2020-2021 Expenditures to Date Overview**

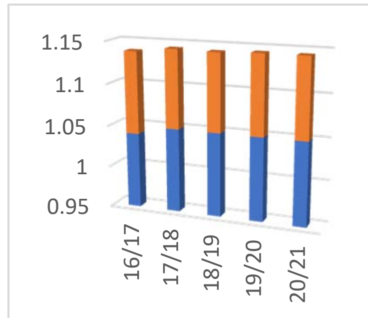
Fund	Budget	Expenditures Through February	Percentage Expended
General	$ 7,283,738.00	$ 3,073,235.00	42%
Depreciation	$ 179,045.00	$ 98,849.00	55%
Employee Benefit	$ 152,621.00	$ 16,348.00	11%
Activities	$ 678,569.00	$ 115,880.00	17%
School Nutrition	$ 349,256.00	$ 133,803.00	38%
Bond	$ 344,747.00	$ 12,158.00	4%
Special Building	$ 535,038.00	$ 64,782.00	12%
Cooperative	$ 100,000.00	$ -	0%
Student Fee	$ 5,000.00	$ -	0%
Total All Funds	**$ 9,628,014.00**	**$ 3,515,055.00**	**37%**

Levies of Bayard and Other Selected School Districts

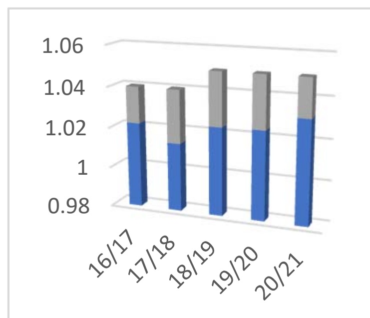
Bayard Public Scho	Gen	Bond	Bldg	QCP	Total
16/17	1.0018	0.071	0.0468		1.1196
17/18	0.9938	0.0696	0.0464		1.1098
18/19	0.9946	0.0701	0.046		1.1107
19/20	0.9944	0.0693	0.0459		1.1096
20/21	1.0107	0.0729	0.0367		1.1203



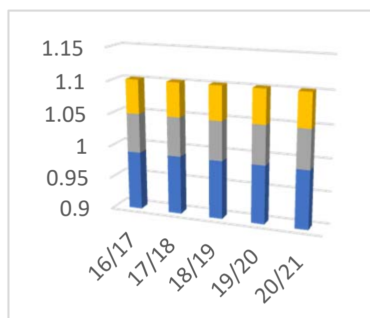
Bridgeport	Gen	Bond	Bldg	QCP	Total
16/17	1.0401	0.0981			1.1382
17/18	1.05	0.0934			1.1434
18/19	1.05	0.0924			1.1424
19/20	1.05	0.0942			1.1442
20/21	1.05	0.0942			1.1442



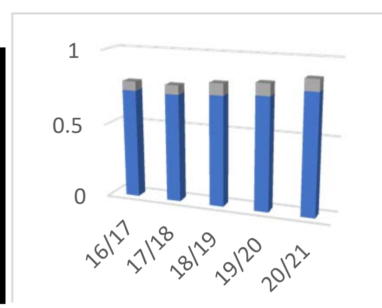
Kimball	Gen	Bond	Bldg	QCP	Total
16/17	1.0221		0.0179		1.0400
17/18	1.0138		0.0262		1.0400
18/19	1.0237		0.0263		1.0500
19/20	1.0241		0.0259		1.0500
20/21	1.0312		0.0188		1.0500



Morrill	Gen	Bond	Bldg	QCP	Total
16/17	0.99		0.06	0.052	1.1020
17/18	0.99		0.06	0.052	1.1020
18/19	0.99		0.06	0.052	1.1020
19/20	0.99		0.06	0.052	1.1020
20/21	0.99		0.06	0.052	1.1020

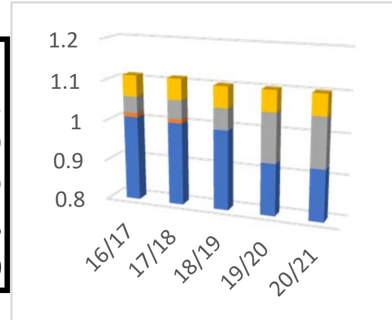


Hemingford	Gen	Bond	Bldg	QCP	Total
16/17	0.7306		0.0608		0.7914
17/18	0.7252		0.0607		0.7859
18/19	0.74		0.0788		0.8188
19/20	0.7586		0.0813		0.8399
20/21	0.8075		0.0785		0.8860

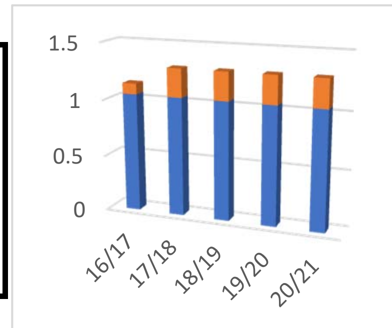


Levies of Bayard and Other Selected School Districts

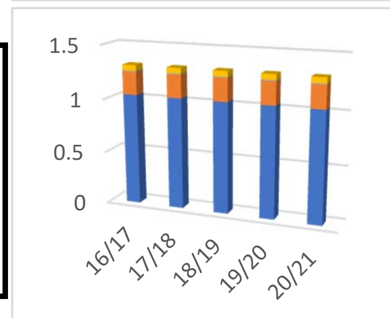
Alliance	Gen	Bond	Bldg	QCP	Total
16/17	1.0093	0.0102	0.0407	0.052	1.1122
17/18	1.0037	0.0099	0.0463	0.052	1.1119
18/19	0.9968		0.0531	0.052	1.1019
19/20	0.9282		0.1216	0.052	1.1018
20/21	0.9272		0.1228	0.052	1.1020



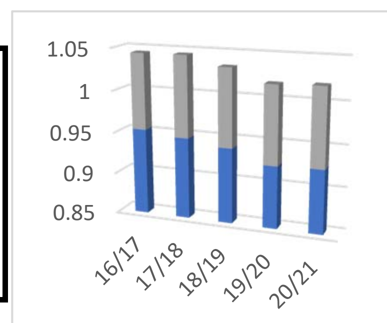
Gering	Gen	Bond	Bldg	QCP	Total
16/17	1.0499	0.0942			1.1441
17/18	1.0499	0.2499			1.2998
18/19	1.0499	0.2499			1.2998
19/20	1.0499	0.2499			1.2998
20/21	1.0499	0.2499			1.2998



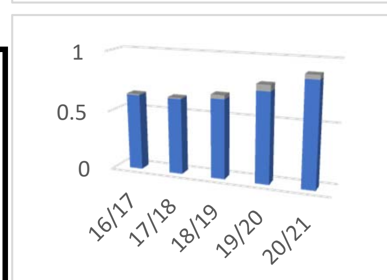
Scottsbluff	Gen	Bond	Bldg	QCP	Total
16/17	1.0399	0.2133	0.0099	0.0519	1.3150
17/18	1.0404	0.2133	0.0096	0.0519	1.3152
18/19	1.0404	0.2133	0.0095	0.0519	1.3151
19/20	1.0406	0.2133	0.0094	0.0519	1.3152
20/21	1.0406	0.2133	0.0094	0.0519	1.3152



Mitchell	Gen	Bond	Bldg	QCP	Total
16/17	0.9534		0.0908		1.0442
17/18	0.9476		0.0971		1.0447
18/19	0.9405		0.0932		1.0337
19/20	0.9248		0.0933		1.0181
20/21	0.9265		0.0934		1.0199



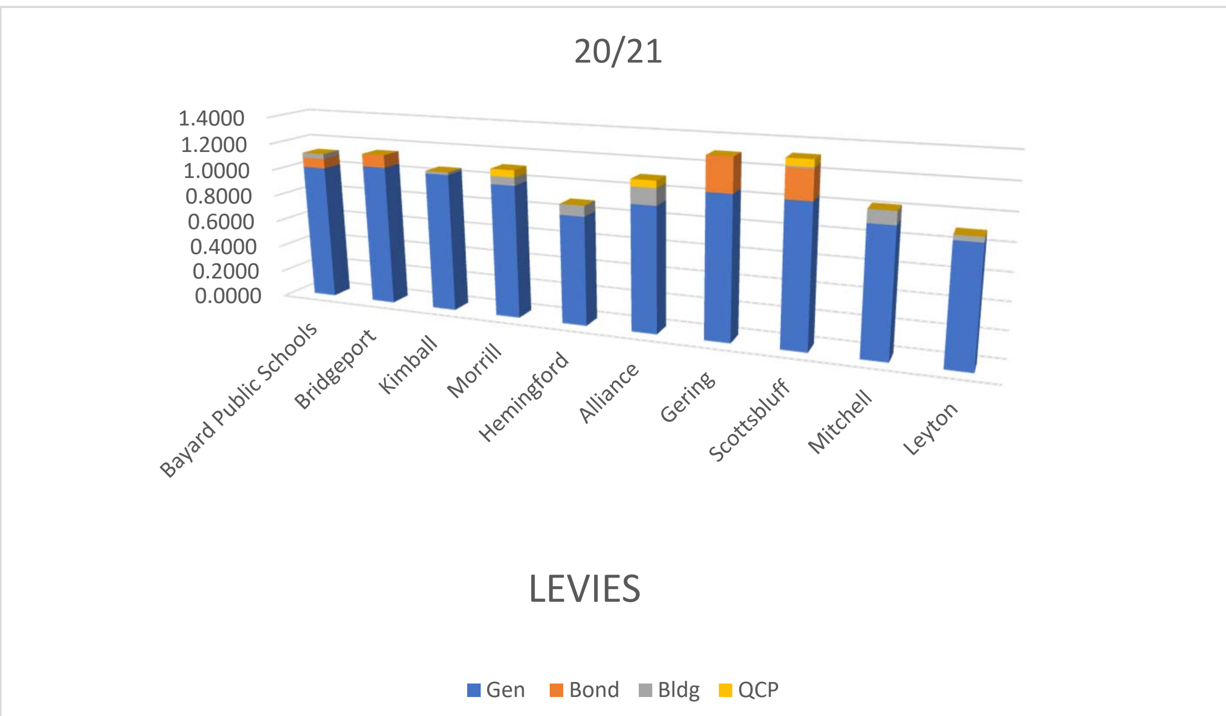
Leyton	Gen	Bond	Bldg	QCP	Total
16/17	0.6348		0.0101		0.6449
17/18	0.6312		0.0095		0.6407
18/19	0.6583		0.0334		0.6917
19/20	0.7472		0.0524		0.7996
20/21	0.8623		0.0366		0.8989



Levies of Bayard and Other Selected School Districts

20/21

Name of District	Gen	Bond	Bldg	QCP	Total	*Valuation*	*Taxes*
Bayard Public Schoo	1.0107	0.0729	0.0367	0.0000	1.1203	*$303,021,715*	*$3,394,752*
Bridgeport	1.0500	0.0942	0.0000	0.0000	1.1442	*$612,352,172*	*$7,006,534*
Kimball	1.0312	0.0000	0.0188	0.0000	1.0500	*$568,131,631*	*$5,965,382*
Morrill	0.9900	0.0000	0.0600	0.0520	1.1020	*$393,333,116*	*$4,334,531*
Hemingford	0.8075	0.0000	0.0785	0.0000	0.8860	*$643,400,196*	*$5,700,526*
Alliance	0.9272	0.0000	0.1228	0.0520	1.1020	*$1,069,221,084*	*$11,782,816*
Gering	1.0499	0.2499	0.0000	0.0000	1.2998	*$789,995,729*	*$10,268,364*
Scottsbluff	1.0406	0.2133	0.0094	0.0519	1.3152	*$1,583,360,523*	*$20,824,358*
Mitchell	0.9265	0.0000	0.0934	0.0000	1.0199	*$307,984,805*	*$3,141,137*
Leyton	0.8623	0.0000	0.0366	0.0000	0.8989	*$414,092,363*	*$3,722,276*



Tax Requests by Bayard and Other Selected Schools

Bayard Public Scho	Gen	Bond	Bldg	QCP	Total
16/17	$3,029,950	$214,740	$141,547	$0	$3,386,237
17/18	$3,029,920	$212,198	$141,465	$0	$3,383,583
18/19	$3,060,493	$215,705	$141,547	$0	$3,417,745
19/20	$3,060,436	$213,283	$141,265	$0	$3,414,983
20/21	$3,062,640	$220,903	$111,209	$0	$3,394,752

Bridgeport	Gen	Bond	Bldg	QCP	Total
16/17	$6,101,958	$575,524	$0	$0	$6,677,482
17/18	$6,246,206	$555,615	$0	$0	$6,801,821
18/19	$6,377,994	$561,263	$0	$0	$6,939,257
19/20	$6,416,967	$575,694	$0	$0	$6,992,661
20/21	$6,429,698	$576,836	$0	$0	$7,006,534

Kimball	Gen	Bond	Bldg	QCP	Total
16/17	$5,723,092	$0	$100,228	$0	$5,823,320
17/18	$5,795,548	$0	$149,776	$0	$5,945,324
18/19	$5,849,427	$0	$150,278	$0	$5,999,706
19/20	$5,928,329	$0	$149,930	$0	$6,078,259
20/21	$5,858,573	$0	$106,809	$0	$5,965,382

Morrill	Gen	Bond	Bldg	QCP	Total
16/17	$3,661,215	$0	$221,892	$192,306	$4,075,413
17/18	$3,711,060	$0	$224,913	$194,924	$4,130,897
18/19	$3,830,812	$0	$232,170	$201,214	$4,264,197
19/20	$3,823,723	$0	$231,741	$200,842	$4,256,306
20/21	$3,893,998	$0	$236,000	$204,533	$4,334,531

Hemingford	Gen	Bond	Bldg	QCP	Total
16/17	$4,848,828	$0	$403,516	$0	$5,252,344
17/18	$4,823,720	$0	$403,750	$0	$5,227,471
18/19	$4,949,151	$0	$527,018	$0	$5,476,168
19/20	$4,919,592	$0	$527,238	$0	$5,446,830
20/21	$5,195,457	$0	$505,069	$0	$5,700,526

Alliance	Gen	Bond	Bldg	QCP	Total
16/17	$10,021,672	$101,279	$404,124	$516,325	$11,043,400
17/18	$10,100,861	$99,630	$465,946	$523,309	$11,189,745
18/19	$10,706,884	$0	$570,361	$558,545	$11,835,790
19/20	$10,101,530	$0	$1,323,364	$565,912	$11,990,805
20/21	$9,913,818	$0	$1,313,003	$555,995	$11,782,816

Gering	Gen	Bond	Bldg	QCP	Total
16/17	$7,753,239	$695,643	$0	$0	$8,448,881
17/18	$7,978,068	$1,898,961	$0	$0	$9,877,029
18/19	$8,177,035	$1,946,320	$0	$0	$10,123,355
19/20	$8,226,979	$1,958,208	$0	$0	$10,185,187
20/21	$8,294,165	$1,974,199	$0	$0	$10,268,364

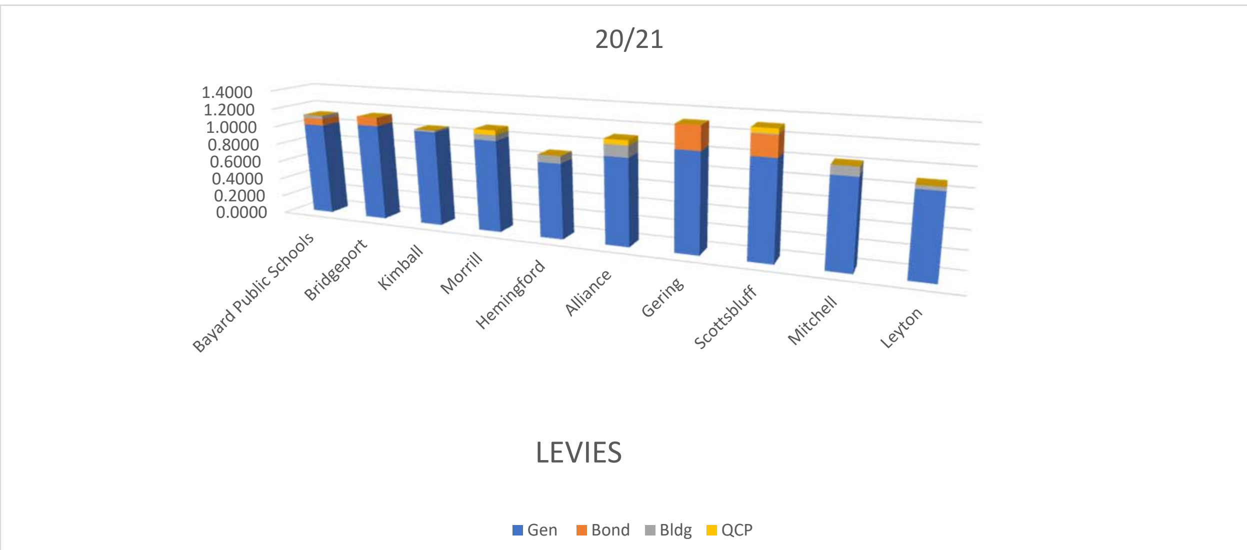
Scottsbluff	Gen	Bond	Bldg	QCP	Total
16/17	$14,554,417	$2,985,342	$138,560	$726,391	$18,404,710
17/18	$15,786,118	$3,236,427	$145,662	$787,485	$19,955,692
18/19	$15,996,736	$3,279,608	$146,068	$797,992	$20,220,403
19/20	$16,335,948	$3,348,508	$147,567	$814,757	$20,646,779
20/21	$16,476,450	$3,377,308	$148,836	$821,764	$20,824,358

Mitchell	Gen	Bond	Bldg	QCP	Total
16/17	$2,807,849	$0	$267,414	$0	$3,075,264
17/18	$2,807,882	$0	$287,722	$0	$3,095,604
18/19	$2,853,233	$0	$282,745	$0	$3,135,977
19/20	$2,853,319	$0	$287,862	$0	$3,141,181
20/21	$2,853,479	$0	$287,658	$0	$3,141,137

Leyton	Gen	Bond	Bldg	QCP	Total
16/17	$3,042,177	$0	$48,403	$0	$3,090,579
17/18	$3,030,160	$0	$45,606	$0	$3,075,766
18/19	$2,980,837	$0	$151,238	$0	$3,132,075
19/20	$3,232,233	$0	$226,672	$0	$3,458,904
20/21	$3,570,718	$0	$151,558	$0	$3,722,276

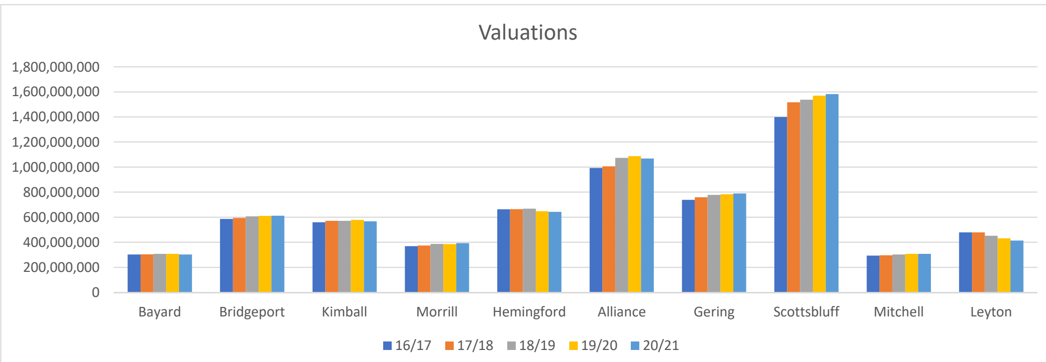
20/21

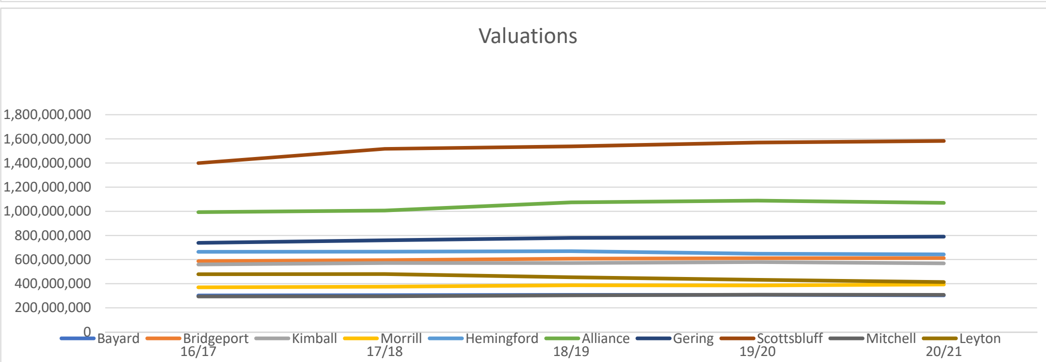
Name of District	Gen	Bond	Bldg	QCP	Total
Bayard Public Schoo	$3,062,640	$220,903	$111,209	$0	$3,394,752
Bridgeport	$6,429,698	$576,836	$0	$0	$7,006,534
Kimball	$5,858,573	$0	$106,809	$0	$5,965,382
Morrill	$3,893,998	$0	$236,000	$204,533	$4,334,531
Hemingford	$5,195,457	$0	$505,069	$0	$5,700,526
Alliance	$9,913,818	$0	$1,313,003	$555,995	$11,782,816
Gering	$8,294,165	$1,974,199	$0	$0	$10,268,364
Scottsbluff	$16,476,450	$3,377,308	$148,836	$821,764	$20,824,358
Mitchell	$2,853,479	$0	$287,658	$0	$3,141,137
Leyton	$3,570,718	$0	$151,558	$0	$3,722,276



Valuations of Bayard and Other Selected School Districts

Name of District	16/17	17/18	18/19	19/20	20/21
Bayard	302,450,635	304,882,257	307,710,940	307,767,069	303,021,715
Bridgeport	586,670,366	594,876,768	607,427,976	611,139,747	612,352,172
Kimball	559,934,611	571,665,779	571,400,546	578,881,845	568,131,631
Morrill	369,819,686	374,854,570	386,950,722	386,234,660	393,333,116
Hemingford	663,677,566	665,157,258	668,804,127	648,509,368	643,400,196
Alliance	992,932,910	1,006,362,547	1,074,125,630	1,088,292,367	1,069,221,084
Gering	738,474,003	759,888,399	778,839,441	783,596,479	789,995,729
Scottsbluff	1,399,597,708	1,517,312,376	1,537,556,341	1,569,858,513	1,583,360,523
Mitchell	294,509,055	296,315,088	303,374,025	308,533,603	307,984,805
Leyton	479,233,883	480,063,354	452,808,328	432,579,342	414,092,363





2021/22 CURRENT STATUTE MODEL OF STATE AID
CALCULATED BY SYSTEM ON JANUARY 25, 2021

LER : 1.0

draft

SYSTEM COUNTY/ DISTRICT NUMBER	DISTRICT NAME	FORMULA NEEDS	YIELD FROM LOCAL EFFORT RATE	NET OPTION FUNDING	INCOME TAX REBATE	OTHER RECEIPTS	COMMUNITY ACHIEVEMENT PLAN AID	TOTAL RESOURCES	EQUALIZATION AID	TOTAL STATE AID CALCULATED
01-0003-000	KENESAW PUBLIC SCHOOLS	4,084,737	4,458,291	176,752	34,141	531,584	0	5,200,768	0	210,893
01-0018-000	HASTINGS PUBLIC SCHOOLS	40,202,687	12,782,062	0	456,618	6,276,172	0	19,514,852	20,687,835	21,144,453
01-0090-000	ADAMS CENTRAL PUBLIC SCHOOLS	11,596,754	17,767,037	686,215	191,172	1,864,712	0	20,509,136	0	877,387
01-0123-000	SILVER LAKE PUBLIC SCHOOLS	4,326,179	7,363,368	0	26,905	602,833	0	7,993,106	0	26,905
02-0009-000	NELIGH-OAKDALE SCHOOLS	5,764,635	5,363,635	0	54,475	1,210,021	0	6,628,131	0	54,475
02-0018-000	ELGIN PUBLIC SCHOOLS	3,240,447	6,956,109	259,930	35,906	733,044	0	7,984,989	0	295,836
02-0115-000	SUMMERLAND PUBLIC SCHOOLS	8,388,026	10,563,157	0	39,884	953,589	0	11,556,630	0	39,884
03-0500-000	ARTHUR COUNTY SCHOOLS	2,891,540	2,382,142	259,930	8,447	176,625	0	2,827,144	64,396	332,773
04-0001-000	BANNER COUNTY PUBLIC SCHOOLS	3,254,452	3,081,970	384,696	12,752	310,634	0	3,790,052	0	397,448
05-0071-000	SANDHILLS PUBLIC SCHOOLS	2,665,849	4,232,123	135,164	7,701	248,132	0	4,623,120	0	142,865
06-0001-000	BOONE CENTRAL SCHOOLS	8,059,658	14,091,485	426,285	96,972	1,573,370	0	16,188,112	0	523,257
06-0017-000	ST EDWARD PUBLIC SCHOOLS	3,390,578	4,367,111	0	19,051	410,494	0	4,796,656	0	19,051
06-0075-000	RIVERSIDE PUBLIC SCHOOLS	4,135,083	7,831,772	62,383	27,595	400,186	0	8,321,936	0	89,978
07-0006-000	ALLIANCE PUBLIC SCHOOLS	15,205,406	10,771,565	0	201,675	2,009,296	0	12,982,536	2,222,870	2,424,545
07-0010-000	HEMINGFORD PUBLIC SCHOOLS	6,425,177	6,589,193	748,599	23,033	477,081	0	7,837,906	0	771,632
08-0051-000	BOYD COUNTY SCHOOLS	6,291,284	6,722,880	93,575	27,851	610,910	0	7,455,216	0	121,426
09-0010-000	AINSWORTH COMMUNITY SCHOOLS	6,545,914	8,320,919	0	46,489	950,490	0	9,317,898	0	46,489

* Please note 27-0001-000 Fremont Public School Total Resources have been adjusted by $33,405 due to property tax refund per statute 79-1017.01

2021/22 CURRENT STATUTE MODEL OF STATE AID
CALCULATED BY SYSTEM ON JANUARY 25, 2021

LER : 1.0

SYSTEM COUNTY/ DISTRICT NUMBER	DISTRICT NAME	FORMULA NEEDS	YIELD FROM LOCAL EFFORT RATE	NET OPTION FUNDING	INCOME TAX REBATE	OTHER RECEIPTS	COMMUNITY ACHIEVEMENT PLAN AID	TOTAL RESOURCES	EQUALIZATION AID	TOTAL STATE AID CALCULATED
10-0002-000	GIBBON PUBLIC SCHOOLS	7,792,215	5,886,389	0	54,252	777,564	0	6,718,205	1,074,010	1,128,262
10-0007-000	KEARNEY PUBLIC SCHOOLS	58,702,423	40,729,046	0	1,071,008	9,608,127	0	51,408,181	7,294,242	8,365,250
10-0009-000	ELM CREEK PUBLIC SCHOOLS	5,362,229	4,093,913	166,355	40,071	599,722	0	4,900,061	462,168	668,594
10-0019-000	SHELTON PUBLIC SCHOOLS	4,469,659	3,516,941	0	33,711	500,604	0	4,051,256	418,403	452,114
10-0069-000	RAVENNA PUBLIC SCHOOLS	6,579,911	6,912,143	0	37,854	1,151,120	0	8,101,117	0	37,854
10-0105-000	PLEASANTON PUBLIC SCHOOLS	4,444,357	3,731,955	41,589	26,480	413,107	0	4,213,131	231,226	299,295
10-0119-000	AMHERST PUBLIC SCHOOLS	5,738,777	3,477,215	1,486,800	25,756	425,706	0	5,415,477	323,300	1,835,856
11-0001-000	TEKAMAH-HERMAN COMMUNITY SCHS	6,632,272	8,579,301	0	63,784	952,423	0	9,595,508	0	63,784
11-0014-000	OAKLAND CRAIG PUBLIC SCHOOLS	6,726,296	5,692,382	0	45,541	811,703	0	6,549,626	176,670	222,211
11-0020-000	LYONS-DECATUR NORTHEAST SCHS	4,613,023	4,821,299	0	31,649	633,342	0	5,486,290	0	31,649
12-0056-000	DAVID CITY PUBLIC SCHOOLS	9,574,841	13,628,271	0	122,855	1,848,722	0	15,599,848	0	122,855
12-0502-000	EAST BUTLER PUBLIC SCHOOLS	5,038,242	9,021,727	0	49,965	784,023	0	9,855,715	0	49,965
13-0001-000	PLATTSMOUTH COMMUNITY SCHOOLS	17,027,163	8,326,040	0	272,087	3,120,720	0	11,718,847	5,308,316	5,580,403
13-0022-000	WEEPING WATER PUBLIC SCHOOLS	4,642,470	3,774,198	0	47,129	461,298	0	4,282,625	359,845	406,974
13-0032-000	LOUISVILLE PUBLIC SCHOOLS	8,632,998	5,850,117	291,122	112,769	973,607	0	7,227,615	1,405,383	1,809,274
13-0056-000	CONESTOGA PUBLIC SCHOOLS	9,270,940	8,136,309	0	102,280	1,261,369	0	9,499,958	0	102,280
13-0097-000	ELMWOOD-MURDOCK PUBLIC SCHOOLS	6,573,040	4,663,031	592,641	65,330	702,064	0	6,023,066	549,974	1,207,945
14-0008-000	HARTINGTON NEWCASTLE PUBLIC SCHOOLS	6,522,374	11,234,703	0	83,203	1,215,969	0	12,533,875	0	83,203
14-0045-000	RANDOLPH PUBLIC SCHOOLS	4,405,917	6,893,896	0	32,637	485,242	0	7,411,775	0	32,637
14-0054-000	LAUREL-CONCORD-COLERIDGE SCHOOL	6,933,572	9,442,202	0	66,354	1,041,181	0	10,549,737	0	66,354
14-0101-000	WYNOT PUBLIC SCHOOLS	3,510,531	1,875,189	405,491	12,571	223,630	0	2,516,881	993,650	1,411,712
15-0010-000	CHASE COUNTY SCHOOLS	8,723,381	12,516,040	155,958	74,807	903,309	0	13,650,114	0	230,765
15-0536-000	WAUNETA-PALISADE PUBLIC SCHS	4,326,073	3,767,382	51,986	18,885	374,225	0	4,212,478	113,595	184,466

draft

* Please note 27-0001-000 Fremont Public School Total Resources have been adjusted by $33,405 due to property tax refund per statute 79-1017.01

2021/22 CURRENT STATUTE MODEL OF STATE AID
CALCULATED BY SYSTEM ON JANUARY 25, 2021

LER : 1.0

SYSTEM COUNTY/ DISTRICT NUMBER	DISTRICT NAME	FORMULA NEEDS	YIELD FROM LOCAL EFFORT RATE	NET OPTION FUNDING	INCOME TAX REBATE	OTHER RECEIPTS	COMMUNITY ACHIEVEMENT PLAN AID	TOTAL RESOURCES	EQUALIZATION AID	TOTAL STATE AID CALCULATED
16-0006-000	VALENTINE COMMUNITY SCHOOLS	8,128,752	13,438,380	0	81,902	1,397,850	0	14,918,132	0	81,902
16-0030-000	CODY-KILGORE PUBLIC SCHS	3,365,347	1,912,120	561,449	8,716	214,646	0	2,696,931	668,416	1,238,581
17-0001-000	SIDNEY PUBLIC SCHOOLS	13,978,998	6,783,549	218,341	139,663	1,761,852	0	8,903,405	5,075,593	5,433,597
17-0003-000	LEYTON PUBLIC SCHOOLS	3,317,534	4,110,322	10,397	17,387	279,920	0	4,418,026	0	27,784
17-0009-000	POTTER-DIX PUBLIC SCHOOLS	3,480,876	3,334,385	478,271	17,401	261,992	0	4,092,049	0	495,672
18-0002-000	SUTTON PUBLIC SCHOOLS	6,530,593	7,568,410	145,561	55,942	695,880	0	8,465,793	0	201,503
18-0011-000	HARVARD PUBLIC SCHOOLS	4,360,740	3,505,842	176,752	20,925	686,807	0	4,390,326	0	197,677
19-0039-000	LEIGH COMMUNITY SCHOOLS	3,862,327	4,496,673	155,958	34,981	348,963	0	5,036,575	0	190,939
19-0058-000	CLARKSON PUBLIC SCHOOLS	4,091,931	4,052,159	93,575	26,805	591,738	0	4,764,277	0	120,380
19-0070-000	HOWELLS-DODGE CONSOLIDATED SCHOOLS	4,540,533	7,334,842	0	54,375	589,679	0	7,978,896	0	54,375
19-0123-000	SCHUYLER COMMUNITY SCHOOLS	20,957,165	14,100,498	0	122,914	2,010,342	0	16,233,754	4,723,411	4,846,325
20-0001-000	WEST POINT PUBLIC SCHOOLS	10,511,700	14,088,796	0	135,988	1,472,439	0	15,697,223	0	135,988
20-0020-000	BANCROFT-ROSALIE COMM SCHOOLS	4,756,560	4,031,590	603,038	26,451	444,726	0	5,105,805	0	629,489
20-0030-000	WISNER-PILGER PUBLIC SCHOOLS	6,514,541	9,173,268	343,108	55,650	717,408	0	10,289,434	0	398,758
21-0015-000	ANSELMO-MERNA PUBLIC SCHOOLS	4,507,224	6,436,892	249,533	20,911	447,261	0	7,154,597	0	270,444
21-0025-000	BROKEN BOW PUBLIC SCHOOLS	10,387,943	9,801,366	0	99,608	1,687,796	0	11,588,770	0	99,608
21-0044-000	ANSLEY PUBLIC SCHOOLS	3,612,126	3,760,693	10,397	16,511	347,458	0	4,135,059	0	26,908
21-0084-000	SARGENT PUBLIC SCHOOLS	3,191,498	3,750,674	0	16,430	194,141	0	3,961,245	0	16,430
21-0089-000	ARNOLD PUBLIC SCHOOLS	3,493,378	4,336,334	114,369	27,999	307,060	0	4,785,762	0	142,368
21-0180-000	CALLAWAY PUBLIC SCHOOLS	3,779,917	4,840,262	0	23,597	449,871	0	5,313,730	0	23,597
22-0011-000	SO SIOUX CITY COMMUNITY SCHS	45,182,811	11,125,824	0	200,054	6,163,274	0	17,489,152	27,693,659	27,893,713
22-0031-000	HOMER COMMUNITY SCHOOLS	6,761,714	4,106,340	1,310,047	26,102	670,989	0	6,113,478	648,236	1,984,385

* Please note 27-0001-000 Fremont Public School Total Resources have been adjusted by $33,405 due to property tax refund per statute 79-1017.01

draft

A1

2021/22 CURRENT STATUTE MODEL OF STATE AID
CALCULATED BY SYSTEM ON JANUARY 25, 2021

LER : 1.0

SYSTEM COUNTY/ DISTRICT NUMBER	DISTRICT NAME	FORMULA NEEDS	YIELD FROM LOCAL EFFORT RATE	NET OPTION FUNDING	INCOME TAX REBATE	OTHER RECEIPTS	COMMUNITY ACHIEVEMENT PLAN AID	TOTAL RESOURCES	EQUALIZATION AID	TOTAL STATE AID CALCULATED
23-0002-000	CHADRON PUBLIC SCHOOLS	11,419,463	5,819,319	228,738	100,994	1,215,430	0	7,364,481	4,054,982	4,384,714
23-0071-000	CRAWFORD PUBLIC SCHOOLS	3,491,404	2,537,780	0	19,304	252,749	0	2,809,833	681,571	700,875
24-0001-000	LEXINGTON PUBLIC SCHOOLS	35,802,383	11,271,540	0	185,544	3,415,301	0	14,872,385	20,929,998	21,115,542
24-0004-000	OVERTON PUBLIC SCHOOLS	4,586,602	3,477,006	415,888	21,559	460,972	0	4,375,425	211,177	648,624
24-0011-000	COZAD COMMUNITY SCHOOLS	11,617,653	8,184,134	0	100,090	1,453,624	0	9,737,848	1,879,805	1,979,895
24-0020-000	GOTHENBURG PUBLIC SCHOOLS	10,722,706	8,664,723	582,243	95,340	1,231,193	0	10,573,499	149,207	826,790
24-0101-000	SUMNER-EDDYVILLE-MILLER SCHS	3,878,554	4,002,656	166,355	11,563	288,471	0	4,469,045	0	177,918
25-0025-000	CREEK VALLEY SCHOOLS	3,605,746	4,450,210	0	26,988	516,173	0	4,993,371	0	26,988
25-0095-000	SOUTH PLATTE PUBLIC SCHOOLS	3,809,945	4,516,683	384,696	17,659	490,810	0	5,409,848	0	402,355
26-0001-000	PONCA PUBLIC SCHOOLS	6,799,964	3,954,933	998,131	38,889	680,563	0	5,672,516	1,127,448	2,164,468
26-0070-000	ALLEN CONSOLIDATED SCHOOLS	3,366,289	3,224,259	0	15,950	477,416	0	3,717,625	0	15,950
26-0561-000	EMERSON-HUBBARD PUBLIC SCHOOLS	4,209,646	4,379,422	0	33,299	558,576	0	4,971,297	0	33,299
27-0001-000	FREMONT PUBLIC SCHOOLS	51,964,145	28,861,537	0	655,943	6,995,640	0	36,479,715	15,484,430	16,140,373 *
27-0062-000	SCRIBNER-SNYDER COMMUNITY SCHS	3,491,094	4,751,591	0	38,550	382,126	0	5,172,267	0	38,550
27-0594-000	LOGAN VIEW PUBLIC SCHOOLS	7,380,625	8,651,651	769,393	59,204	1,028,196	0	10,508,444	0	828,597
27-0595-000	NORTH BEND CENTRAL PUBLIC SCHS	8,093,706	10,947,407	894,159	65,359	927,113	0	12,834,038	0	959,518
28-0001-000	OMAHA PUBLIC SCHOOLS	609,383,298	257,509,755	0	10,061,277	82,188,015	6,252,270	356,011,317	253,371,981	269,685,528
28-0010-000	ELKHORN PUBLIC SCHOOLS	109,802,590	73,903,165	0	2,543,278	15,922,035	10,407	92,378,885	17,423,705	19,977,390
28-0015-000	DOUGLAS CO WEST COMMUNITY SCHS	11,811,036	12,378,165	904,557	460,823	2,234,744	4,977	15,983,266	0	1,370,357
28-0017-000	MILLARD PUBLIC SCHOOLS	231,624,783	122,864,562	24,381,438	4,096,960	35,363,939	71,667	186,778,566	44,846,217	73,396,282
28-0054-000	RALSTON PUBLIC SCHOOLS	36,569,759	19,415,679	4,075,703	310,944	7,359,465	236,646	31,398,437	5,171,322	9,794,615
28-0059-000	BENNINGTON PUBLIC SCHOOLS	38,068,669	16,886,879	0	664,774	4,101,192	2,030	21,654,875	16,413,794	17,080,598
28-0066-000	WESTSIDE COMMUNITY SCHOOLS	63,323,635	40,523,533	20,274,543	1,147,001	11,167,341	30,434	73,142,852	0	21,451,978

draft

* Please note 27-0001-000 Fremont Public School Total Resources have been adjusted by $33,405 due to property tax refund per statute 79-1017.01

NEBRASKA DEPARTMENT OF EDUCATION
SCHOOL FINANCE & ORGANIZATION SERVICES

A1

2021/22 CURRENT STATUTE MODEL OF STATE AID
CALCULATED BY SYSTEM ON JANUARY 25, 2021

LER : 1.0

SYSTEM COUNTY/ DISTRICT NUMBER	DISTRICT NAME	FORMULA NEEDS	YIELD FROM LOCAL EFFORT RATE	NET OPTION FUNDING	INCOME TAX REBATE	OTHER RECEIPTS	COMMUNITY ACHIEVEMENT PLAN AID	TOTAL RESOURCES	EQUALIZATION AID	TOTAL STATE AID CALCULATED
29-0117-000	DUNDY CO STRATTON PUBLIC SCHS	5,455,672	9,716,336	0	39,149	563,514	0	10,318,999	0	39,149
30-0001-000	EXETER-MILLIGAN PUBLIC SCHOOLS	3,422,704	6,766,572	0	38,295	419,540	0	7,224,407	0	38,295
30-0025-000	FILLMORE CENTRAL PUBLIC SCHS	8,894,942	11,856,469	0	90,346	2,333,360	0	14,280,175	0	90,346
30-0054-000	SHICKLEY PUBLIC SCHOOLS	2,988,403	4,889,259	207,944	21,983	308,650	0	5,427,836	0	229,927
31-0506-000	FRANKLIN PUBLIC SCHOOLS	4,871,571	4,541,471	103,972	31,614	544,888	0	5,221,945	0	135,586
32-0046-000	MAYWOOD PUBLIC SCHOOLS	3,187,884	3,468,751	322,313	11,273	212,092	0	4,014,429	0	333,586
32-0095-000	EUSTIS-FARNAM PUBLIC SCHOOLS	3,294,964	4,280,200	0	23,694	323,727	0	4,627,621	0	23,694
32-0125-000	MEDICINE VALLEY PUBLIC SCHOOLS	4,052,659	2,790,703	0	15,767	318,917	0	3,125,387	927,272	943,039
33-0018-000	ARAPAHOE PUBLIC SCHOOLS	5,228,513	4,575,072	83,178	33,637	591,904	0	5,283,791	0	116,815
33-0021-000	CAMBRIDGE PUBLIC SCHOOLS	4,725,819	3,238,997	384,696	30,224	437,227	0	4,091,144	634,675	1,049,595
33-0540-000	SOUTHERN VALLEY SCHOOLS	6,024,257	7,518,488	0	37,752	691,926	0	8,248,166	0	37,752
34-0001-000	SOUTHERN SCHOOL DISTRICT 1	6,169,707	3,933,852	0	28,884	722,233	0	4,684,969	1,484,738	1,513,622
34-0015-000	BEATRICE PUBLIC SCHOOLS	22,672,416	12,740,112	0	278,537	3,834,112	0	16,852,761	5,819,655	6,098,192
34-0034-000	FREEMAN PUBLIC SCHOOLS	6,692,966	5,443,177	738,201	44,348	680,396	0	6,906,122	0	782,549
34-0100-000	DILLER-ODELL PUBLIC SCHOOLS	4,139,955	5,970,622	155,958	28,144	568,474	0	6,723,198	0	184,102
35-0001-000	GARDEN COUNTY SCHOOLS	4,329,924	8,059,035	0	24,188	654,521	0	8,737,744	0	24,188
36-0100-000	BURWELL PUBLIC SCHOOLS	4,599,690	4,433,804	249,533	28,329	392,424	0	5,104,090	0	277,862
37-0030-000	ELWOOD PUBLIC SCHOOLS	3,817,175	5,240,082	0	43,625	458,232	0	5,741,939	0	43,625

draft

* Please note 27-0001-000 Fremont Public School Total Resources have been adjusted by $33,405 due to property tax refund per statute 79-1017.01

A1

2021/22 CURRENT STATUTE MODEL OF STATE AID
CALCULATED BY SYSTEM ON JANUARY 25, 2021

LER : 1.0

SYSTEM COUNTY/ DISTRICT NUMBER	DISTRICT NAME	FORMULA NEEDS	YIELD FROM LOCAL EFFORT RATE	NET OPTION FUNDING	INCOME TAX REBATE	OTHER RECEIPTS	COMMUNITY ACHIEVEMENT PLAN AID	TOTAL RESOURCES	EQUALIZATION AID	TOTAL STATE AID CALCULATED
38-0011-000	HYANNIS AREA SCHOOLS	3,165,944	6,053,993	20,794	18,572	301,020	0	6,394,379	0	39,366
39-0060-000	CENTRAL VALLEY PUBLIC SCHOOLS	5,082,184	8,280,543	0	28,819	588,995	0	8,898,357	0	28,819
40-0002-000	GRAND ISLAND PUBLIC SCHOOLS	106,510,414	36,428,415	0	1,030,828	12,145,426	0	49,604,669	56,905,745	57,936,573
40-0082-000	NORTHWEST PUBLIC SCHOOLS	16,591,048	9,996,772	8,151,406	135,140	1,220,914	0	19,504,232	0	8,286,546
40-0083-000	WOOD RIVER RURAL SCHOOLS	7,021,009	7,955,924	0	58,436	767,458	0	8,781,818	0	58,436
40-0126-000	DONIPHAN-TRUMBULL PUBLIC SCHS	6,643,408	6,949,278	0	78,853	924,433	0	7,952,564	0	78,853
41-0002-000	GILTNER PUBLIC SCHOOLS	3,548,435	3,444,318	707,010	22,361	338,714	0	4,512,403	0	729,371
41-0091-000	HAMPTON PUBLIC SCHOOL	3,286,033	3,406,151	436,682	22,718	344,623	0	4,210,174	0	459,400
41-0504-000	AURORA PUBLIC SCHOOLS	13,949,039	16,728,439	0	194,038	2,449,732	0	19,372,209	0	194,038
42-0002-000	ALMA PUBLIC SCHOOLS	5,731,326	3,433,258	665,421	38,751	834,939	0	4,972,369	758,957	1,463,129
43-0079-000	HAYES CENTER PUBLIC SCHOOLS	2,773,146	3,432,638	0	8,285	206,314	0	3,647,237	0	8,285
44-0070-000	HITCHCOCK CO SCH SYSTEM	4,742,945	4,139,519	0	26,227	464,421	0	4,630,167	112,778	139,005
45-0007-000	O'NEILL PUBLIC SCHOOLS	10,588,599	12,236,645	0	99,795	2,457,835	0	14,794,275	0	99,795
45-0044-000	STUART PUBLIC SCHOOLS	3,358,054	1,883,558	218,341	17,577	253,344	0	2,372,820	985,234	1,221,152
45-0137-000	CHAMBERS PUBLIC SCHOOLS	2,686,227	2,983,493	155,958	11,421	176,515	0	3,327,387	0	167,379
45-0239-000	WEST HOLT PUBLIC SCHOOLS	6,497,875	10,940,398	0	42,801	859,341	0	11,842,540	0	42,801
46-0001-000	MULLEN PUBLIC SCHOOLS	3,140,781	5,593,137	270,327	16,775	339,274	0	6,219,513	0	287,102

draft

* Please note 27-0001-000 Fremont Public School Total Resources have been adjusted by $33,405 due to property tax refund per statute 79-1017.01

2021/22 CURRENT STATUTE MODEL OF STATE AID
CALCULATED BY SYSTEM ON JANUARY 25, 2021

LER : 1.0

SYSTEM COUNTY/ DISTRICT NUMBER	DISTRICT NAME	FORMULA NEEDS	YIELD FROM LOCAL EFFORT RATE	NET OPTION FUNDING	INCOME TAX REBATE	OTHER RECEIPTS	COMMUNITY ACHIEVEMENT PLAN AID	TOTAL RESOURCES	EQUALIZATION AID	TOTAL STATE AID CALCULATED
47-0001-000	ST PAUL PUBLIC SCHOOLS	9,488,594	6,476,972	0	76,220	901,438	0	7,454,630	2,033,964	2,110,184
47-0100-000	CENTURA PUBLIC SCHOOLS	6,643,261	5,961,215	197,547	58,281	641,919	0	6,858,962	0	255,828
47-0103-000	ELBA PUBLIC SCHOOLS	2,775,583	1,673,491	384,696	5,924	147,973	0	2,212,084	563,499	954,119
48-0008-000	FAIRBURY PUBLIC SCHOOLS	11,013,953	11,071,437	0	115,373	1,614,836	0	12,801,646	0	115,373
48-0300-000	TRI COUNTY PUBLIC SCHOOLS	6,723,251	8,443,579	395,094	52,594	696,956	0	9,588,223	0	447,688
48-0303-000	MERIDIAN PUBLIC SCHOOLS	3,944,515	4,159,178	675,818	18,641	284,489	0	5,138,126	0	694,459
49-0033-000	STERLING PUBLIC SCHOOLS	3,673,062	3,254,285	0	21,419	320,419	0	3,596,123	76,939	98,358
49-0050-000	JOHNSON CO CENTRAL PUBLIC SCHS	6,806,635	7,513,358	0	57,595	861,026	0	8,431,979	0	57,595
50-0001-000	WILCOX-HILDRETH PUBLIC SCHOOLS	3,893,534	7,306,744	0	27,220	435,119	0	7,769,083	0	27,220
50-0501-000	AXTELL COMMUNITY SCHOOLS	4,693,379	5,184,876	301,519	32,989	498,504	0	6,017,888	0	334,508
50-0503-000	MINDEN PUBLIC SCHOOLS	10,167,778	12,320,333	0	112,224	1,302,530	0	13,735,087	0	112,224
51-0001-000	OGALLALA PUBLIC SCHOOLS	10,945,067	11,809,024	0	125,280	1,951,864	0	13,886,168	0	125,280
51-0006-000	PAXTON CONSOLIDATED SCHOOLS	3,778,142	4,835,570	613,435	20,758	416,537	0	5,886,300	0	634,193
52-0100-000	KEYA PAHA COUNTY SCHOOLS	2,555,038	4,975,268	0	10,700	196,843	0	5,182,811	0	10,700
53-0001-000	KIMBALL PUBLIC SCHOOLS	6,184,868	5,686,510	0	49,797	831,667	0	6,567,974	0	49,797
54-0013-000	CREIGHTON COMMUNITY PUBLIC SCHOOLS	4,623,475	5,163,905	0	38,155	614,065	0	5,816,125	0	38,155
54-0096-000	CROFTON COMMUNITY SCHOOLS	5,205,745	6,064,254	384,696	38,765	710,371	0	7,198,086	0	423,461
54-0501-000	NIOBRARA PUBLIC SCHOOLS	4,263,895	2,023,206	436,682	9,170	554,282	0	3,023,340	1,240,555	1,686,407
54-0505-000	SANTEE COMMUNITY SCHOOLS	4,445,312	69,962	0	413	976,650	0	1,047,025	3,398,287	3,398,700
54-0576-000	WAUSA PUBLIC SCHOOLS	4,077,603	3,779,704	41,589	24,562	373,629	0	4,219,484	0	66,151

draft

* Please note 27-0001-000 Fremont Public School Total Resources have been adjusted by $33,405 due to property tax refund per statute 79-1017.01

A1

2021/22 CURRENT STATUTE MODEL OF STATE AID
CALCULATED BY SYSTEM ON JANUARY 25, 2021

LER : 1.0

SYSTEM COUNTY/ DISTRICT NUMBER	DISTRICT NAME	FORMULA NEEDS	YIELD FROM LOCAL EFFORT RATE	NET OPTION FUNDING	INCOME TAX REBATE	OTHER RECEIPTS	COMMUNITY ACHIEVEMENT PLAN AID	TOTAL RESOURCES	EQUALIZATION AID	TOTAL STATE AID CALCULATED
54-0583-000	VERDIGRE PUBLIC SCHOOLS	2,385,673	3,201,109	0	13,368	282,223	0	3,496,700	0	13,368
54-0586-000	BLOOMFIELD COMMUNITY SCHOOLS	4,673,350	6,729,429	0	37,563	551,919	0	7,318,911	0	37,563
55-0001-000	LINCOLN PUBLIC SCHOOLS	439,865,121	248,444,503	0	7,671,828	75,119,948	0	331,236,279	108,628,842	116,300,670
55-0145-000	WAVERLY SCHOOL DISTRICT 145	21,474,374	18,899,424	0	315,238	3,463,662	0	22,678,324	0	315,238
55-0148-000	MALCOLM PUBLIC SCHOOLS	8,546,240	3,999,355	2,276,987	63,228	701,674	0	7,041,244	1,504,996	3,845,211
55-0160-000	NORRIS SCHOOL DIST 160	23,965,332	16,768,553	1,871,496	312,626	3,035,283	0	21,987,958	1,977,374	4,161,496
55-0161-000	RAYMOND CENTRAL PUBLIC SCHOOLS	9,982,140	7,758,478	0	130,193	1,281,651	0	9,170,322	811,818	942,011
56-0001-000	NORTH PLATTE PUBLIC SCHOOLS	41,069,607	25,287,616	0	599,697	5,708,906	0	31,596,219	9,473,388	10,073,085
56-0006-000	BRADY PUBLIC SCHOOLS	3,462,702	3,190,506	405,491	19,199	372,811	0	3,988,007	0	424,690
56-0007-000	MAXWELL PUBLIC SCHOOLS	4,750,083	2,932,085	1,705,141	13,962	385,035	0	5,036,223	0	1,719,103
56-0037-000	HERSHEY PUBLIC SCHOOLS	6,917,561	5,632,719	1,580,375	37,027	696,257	0	7,946,378	0	1,617,402
56-0055-000	SUTHERLAND PUBLIC SCHOOLS	4,916,454	4,170,513	83,178	33,343	580,873	0	4,867,907	48,547	165,068
56-0565-000	WALLACE PUBLIC SCH DIST 65 R	3,454,132	5,112,392	228,738	21,809	364,404	0	5,727,343	0	250,547
57-0501-000	STAPLETON PUBLIC SCHOOLS	3,679,290	3,518,987	426,285	15,584	299,425	0	4,260,281	0	441,869
58-0025-000	LOUP COUNTY PUBLIC SCHOOLS	2,620,667	3,182,118	0	6,617	212,459	0	3,401,194	0	6,617
59-0001-000	MADISON PUBLIC SCHOOLS	7,964,763	7,908,868	0	72,940	860,574	0	8,842,382	0	72,940
59-0002-000	NORFOLK PUBLIC SCHOOLS	46,212,986	28,496,422	0	735,413	7,860,129	0	37,091,964	9,121,022	9,856,435
59-0005-000	BATTLE CREEK PUBLIC SCHOOLS	6,774,755	6,287,184	831,776	55,183	639,261	0	7,813,404	0	886,959
59-0013-000	NEWMAN GROVE PUBLIC SCHOOLS	3,277,716	6,161,319	0	26,167	447,308	0	6,634,794	0	26,167
59-0080-000	ELKHORN VALLEY SCHOOLS	6,739,535	6,782,761	0	55,040	791,892	0	7,629,693	0	55,040
60-0090-000	MC PHERSON COUNTY SCHOOLS	2,566,339	2,890,470	0	5,462	148,633	0	3,044,565	0	5,462

* Please note 27-0001-000 Fremont Public School Total Resources have been adjusted by $33,405 due to property tax refund per statute 79-1017.01

draft

2021/22 CURRENT STATUTE MODEL OF STATE AID
CALCULATED BY SYSTEM ON JANUARY 25, 2021

LER : 1.0

draft

SYSTEM COUNTY/ DISTRICT NUMBER	DISTRICT NAME	FORMULA NEEDS	YIELD FROM LOCAL EFFORT RATE	NET OPTION FUNDING	INCOME TAX REBATE	OTHER RECEIPTS	COMMUNITY ACHIEVEMENT PLAN AID	TOTAL RESOURCES	EQUALIZATION AID	TOTAL STATE AID CALCULATED
61-0004-000	CENTRAL CITY PUBLIC SCHOOLS	9,996,263	9,738,400	0	94,475	1,704,597	0	11,537,472	0	94,475
61-0049-000	PALMER PUBLIC SCHOOLS	4,784,491	2,979,383	946,145	16,717	377,492	0	4,319,737	464,754	1,427,616
62-0021-000	BAYARD PUBLIC SCHOOLS	5,597,926	3,069,762	0	30,992	535,632	0	3,636,386	1,961,540	1,992,532
62-0063-000	BRIDGEPORT PUBLIC SCHOOLS	7,124,007	6,193,988	540,654	61,616	821,608	0	7,617,866	0	602,270
63-0001-000	FULLERTON PUBLIC SCHOOLS	4,796,274	5,214,078	0	31,894	600,908	0	5,846,880	0	31,894
63-0030-000	TWIN RIVER PUBLIC SCHOOLS	6,916,083	9,700,222	0	47,834	877,494	0	10,625,550	0	47,834
64-0023-000	JOHNSON-BROCK PUBLIC SCHOOLS	5,115,754	4,569,319	852,571	42,932	359,961	0	5,824,783	0	895,503
64-0029-000	AUBURN PUBLIC SCHOOLS	11,409,526	6,024,179	280,724	110,773	1,431,595	0	7,847,271	3,562,255	3,953,752
65-0011-000	SUPERIOR PUBLIC SCHOOLS	6,960,508	4,777,744	0	46,091	1,054,251	0	5,878,086	1,082,422	1,128,513
65-2005-000	SOUTH CENTRAL NEBRASKA UNIFIED 5	9,735,158	14,173,891	0	90,162	1,595,940	0	15,859,993	0	90,162
66-0027-000	SYRACUSE-DUNBAR-AVOCA SCHOOLS	9,957,157	8,488,643	0	110,649	1,397,850	0	9,997,142	0	110,649
66-0111-000	NEBRASKA CITY PUBLIC SCHOOLS	16,657,760	9,666,621	0	189,994	2,450,784	0	12,307,399	4,350,361	4,540,355
66-0501-000	PALMYRA DISTRICT O R 1	8,177,084	6,052,141	0	79,855	916,454	0	7,048,450	1,128,634	1,208,489
67-0001-000	PAWNEE CITY PUBLIC SCHOOLS	4,993,394	3,311,490	696,613	19,967	601,225	0	4,629,295	364,099	1,080,679
67-0069-000	LEWISTON CONSOLIDATED SCHOOLS	3,269,470	4,410,059	405,491	11,968	275,823	0	5,103,341	0	417,459
68-0020-000	PERKINS COUNTY SCHOOLS	6,488,786	10,710,586	0	60,167	811,244	0	11,581,997	0	60,167
69-0044-000	HOLDREGE PUBLIC SCHOOLS	12,702,106	11,495,615	0	181,914	2,013,118	0	13,690,647	0	181,914
69-0054-000	BERTRAND PUBLIC SCHOOLS	4,305,973	5,890,110	0	28,377	533,125	0	6,451,612	0	28,377

* Please note 27-0001-000 Fremont Public School Total Resources have been adjusted by $33,405 due to property tax refund per statute 79-1017.01

A1

2021/22 CURRENT STATUTE MODEL OF STATE AID
CALCULATED BY SYSTEM ON JANUARY 25, 2021

LER : 1.0

SYSTEM COUNTY/ DISTRICT NUMBER	DISTRICT NAME	FORMULA NEEDS	YIELD FROM LOCAL EFFORT RATE	NET OPTION FUNDING	INCOME TAX REBATE	OTHER RECEIPTS	COMMUNITY ACHIEVEMENT PLAN AID	TOTAL RESOURCES	EQUALIZATION AID	TOTAL STATE AID CALCULATED
69-0055-000	LOOMIS PUBLIC SCHOOLS	4,139,174	5,089,300	613,435	16,616	322,771	0	6,042,122	0	630,051
70-0002-000	PIERCE PUBLIC SCHOOLS	8,551,065	8,095,698	187,150	90,198	622,283	0	8,995,329	0	277,348
70-0005-000	PLAINVIEW PUBLIC SCHOOLS	5,007,037	7,168,497	0	36,676	635,216	0	7,840,389	0	36,676
70-0542-000	OSMOND COMMUNITY SCHOOLS	3,592,415	3,818,503	103,972	33,068	463,055	0	4,418,598	0	137,040
71-0001-000	COLUMBUS PUBLIC SCHOOLS	45,597,014	21,099,778	0	661,563	6,411,497	0	28,172,838	17,424,176	18,085,739
71-0005-000	LAKEVIEW COMMUNITY SCHOOLS	11,982,998	16,874,085	145,561	100,009	1,812,842	0	18,932,497	0	245,570
71-0067-000	HUMPHREY PUBLIC SCHOOLS	4,527,646	9,470,496	551,052	71,907	776,317	0	10,869,772	0	622,959
72-0015-000	CROSS COUNTY COMMUNITY SCHOOLS	5,789,298	7,826,183	155,958	45,812	686,217	0	8,714,170	0	201,770
72-0019-000	OSCEOLA PUBLIC SCHOOLS	3,920,376	4,958,087	0	36,810	505,114	0	5,500,011	0	36,810
72-0032-000	SHELBY - RISING CITY PUBLIC SCHOOLS	6,361,645	7,582,539	499,066	40,220	705,963	0	8,827,788	0	539,286
72-0075-000	HIGH PLAINS COMMUNITY SCHOOLS	4,430,941	8,197,145	0	34,109	528,931	0	8,760,185	0	34,109
73-0017-000	MC COOK PUBLIC SCHOOLS	16,754,667	8,039,704	249,533	175,354	2,621,224	0	11,085,815	5,668,852	6,093,739
73-0179-000	SOUTHWEST PUBLIC SCHOOLS	4,685,236	6,665,979	10,397	27,932	545,168	0	7,249,476	0	38,329
74-0056-000	FALLS CITY PUBLIC SCHOOLS	10,913,627	9,084,050	270,327	100,492	1,585,650	0	11,040,519	0	370,819
74-0070-000	HUMBOLDT TABLE ROCK STEINAUER	5,598,963	7,862,303	0	39,250	725,727	0	8,627,280	0	39,250
75-0100-000	ROCK COUNTY PUBLIC SCHOOLS	3,911,580	6,606,267	218,341	23,302	385,698	0	7,233,608	0	241,643
76-0002-000	CRETE PUBLIC SCHOOLS	23,832,515	11,678,343	0	202,753	2,646,342	0	14,527,438	9,305,077	9,507,830
76-0044-000	DORCHESTER PUBLIC SCHOOL	4,042,006	3,923,417	363,902	19,401	368,655	0	4,675,375	0	383,303
76-0068-000	FRIEND PUBLIC SCHOOLS	3,981,863	4,514,936	0	39,782	530,370	0	5,085,088	0	39,782
76-0082-000	WILBER-CLATONIA PUBLIC SCHOOLS	8,530,475	6,853,815	259,930	69,095	849,510	0	8,032,350	498,125	827,150

* Please note 27-0001-000 Fremont Public School Total Resources have been adjusted by $33,405 due to property tax refund per statute 79-1017.01

draft

A1

2021/22 CURRENT STATUTE MODEL OF STATE AID
CALCULATED BY SYSTEM ON JANUARY 25, 2021

LER : 1.0

SYSTEM COUNTY/ DISTRICT NUMBER	DISTRICT NAME	FORMULA NEEDS	YIELD FROM LOCAL EFFORT RATE	NET OPTION FUNDING	INCOME TAX REBATE	OTHER RECEIPTS	COMMUNITY ACHIEVEMENT PLAN AID	TOTAL RESOURCES	EQUALIZATION AID	TOTAL STATE AID CALCULATED
77-0001-000	BELLEVUE PUBLIC SCHOOLS	98,168,936	34,678,160	8,858,416	1,258,292	14,700,799	67,404	59,563,071	38,605,865	48,789,977
77-0027-000	PAPILLION LA VISTA COMMUNITY SCHOOLS	120,521,570	66,290,594	499,066	2,027,515	19,531,827	35,182	88,384,184	32,137,386	34,699,149
77-0037-000	GRETNA PUBLIC SCHOOLS	61,246,399	32,583,777	0	1,044,291	7,237,851	2,193	40,868,112	20,378,287	21,424,771
77-0046-000	SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS	13,197,308	18,641,129	894,159	232,047	2,891,255	1,049	22,659,639	0	1,127,255
78-0001-000	ASHLAND-GREENWOOD PUBLIC SCHS	12,777,821	9,853,310	0	197,508	1,664,181	0	11,714,999	1,062,822	1,260,330
78-0009-000	YUTAN PUBLIC SCHOOLS	6,714,013	3,398,900	0	74,492	802,208	0	4,275,600	2,438,413	2,512,905
78-0039-000	WAHOO PUBLIC SCHOOLS	12,739,394	10,744,347	0	194,801	2,020,313	0	12,959,461	0	194,801
78-0072-000	MEAD PUBLIC SCHOOLS	4,266,582	4,562,868	488,668	31,117	409,172	0	5,491,825	0	519,785
78-0107-000	CEDAR BLUFFS PUBLIC SCHOOLS	7,016,348	3,125,987	1,829,908	39,904	652,484	0	5,648,283	1,368,065	3,237,877
79-0002-000	MINATARE PUBLIC SCHOOLS	3,548,786	492,872	51,986	32,914	126,410	0	704,182	2,844,604	2,929,504
79-0011-000	MORRILL PUBLIC SCHOOLS	6,303,900	3,987,708	0	31,756	476,774	0	4,496,238	1,807,662	1,839,418
79-0016-000	GERING PUBLIC SCHOOLS	19,711,883	8,135,425	0	185,021	2,339,314	0	10,659,760	9,052,123	9,237,144
79-0031-000	MITCHELL PUBLIC SCHOOLS	8,351,171	3,145,277	966,940	59,730	673,324	0	4,845,271	3,505,900	4,532,570
79-0032-000	SCOTTSBLUFF PUBLIC SCHOOLS	38,624,527	16,277,188	457,477	352,317	5,558,031	0	22,645,013	15,979,514	16,789,308
80-0005-000	MILFORD PUBLIC SCHOOLS	9,724,814	6,626,522	395,094	94,642	975,267	0	8,091,525	1,633,289	2,123,025
80-0009-000	SEWARD PUBLIC SCHOOLS	17,354,289	16,261,625	0	270,316	3,164,968	0	19,696,909	0	270,316
80-0567-000	CENTENNIAL PUBLIC SCHOOLS	7,296,091	15,190,923	0	77,262	1,153,306	0	16,421,491	0	77,262
81-0003-000	HAY SPRINGS PUBLIC SCHOOLS	3,576,891	1,705,200	187,150	16,726	220,260	0	2,129,336	1,447,555	1,651,431
81-0010-000	GORDON-RUSHVILLE PUBLIC SCHS	9,302,258	9,033,276	0	53,009	959,117	0	10,045,402	0	53,009
82-0001-000	LOUP CITY PUBLIC SCHOOLS	4,697,215	5,960,485	0	27,736	572,722	0	6,560,943	0	27,736
82-0015-000	LITCHFIELD PUBLIC SCHOOLS	2,595,853	2,615,281	0	12,284	149,197	0	2,776,762	0	12,284
83-0500-000	SIOUX COUNTY PUBLIC SCHOOLS	2,596,881	5,512,547	0	8,665	204,861	0	5,726,073	0	8,665

draft

* Please note 27-0001-000 Fremont Public School Total Resources have been adjusted by $33,405 due to property tax refund per statute 79-1017.01

A1

2021/22 CURRENT STATUTE MODEL OF STATE AID
CALCULATED BY SYSTEM ON JANUARY 25, 2021

LER : 1.0

SYSTEM COUNTY/ DISTRICT NUMBER	DISTRICT NAME	FORMULA NEEDS	YIELD FROM LOCAL EFFORT RATE	NET OPTION FUNDING	INCOME TAX REBATE	OTHER RECEIPTS	COMMUNITY ACHIEVEMENT PLAN AID	TOTAL RESOURCES	EQUALIZATION AID	TOTAL STATE AID CALCULATED
84-0003-000	STANTON COMMUNITY SCHOOLS	6,085,859	6,149,925	41,589	53,008	660,174	0	6,904,696	0	94,597
85-0060-000	DESHLER PUBLIC SCHOOLS	4,417,986	4,926,235	291,122	24,266	603,930	0	5,845,553	0	315,388
85-0070-000	THAYER CENTRAL COMMUNITY SCHS	6,629,275	8,211,948	0	52,087	773,379	0	9,037,414	0	52,087
85-2001-000	BRUNING-DAVENPORT UNIFIED SYS	3,373,468	8,154,548	0	35,446	505,352	0	8,695,346	0	35,446
86-0001-000	THEDFORD PUBLIC SCHOOLS	2,900,934	2,981,834	187,150	9,046	239,335	0	3,417,365	0	196,196
87-0001-000	PENDER PUBLIC SCHOOLS	5,213,851	5,831,802	561,449	56,304	706,691	0	7,156,246	0	617,753
87-0013-000	WALTHILL PUBLIC SCHOOLS	5,946,515	1,599,434	0	9,255	685,677	0	2,294,366	3,652,149	3,661,404
87-0016-000	UMO N HO N NATION PUBLIC SCHS	8,108,633	179,362	0	717	1,132,805	0	1,312,884	6,795,749	6,796,466
87-0017-000	WINNEBAGO PUBLIC SCHOOLS DISTRICT 17	9,510,646	1,012,333	0	5,446	1,712,009	0	2,729,788	6,780,858	6,786,304
88-0005-000	ORD PUBLIC SCHOOLS	7,770,367	7,244,094	0	57,265	997,178	0	8,298,537	0	57,265
88-0021-000	ARCADIA PUBLIC SCHOOLS	2,803,947	1,583,321	239,136	7,569	157,884	0	1,987,910	816,037	1,062,742
89-0001-000	BLAIR COMMUNITY SCHOOLS	22,395,670	20,756,331	0	456,255	3,981,656	0	25,194,242	0	456,255
89-0003-000	FORT CALHOUN COMMUNITY SCHS	10,660,010	4,932,669	2,432,945	131,818	1,181,639	0	8,679,071	1,980,939	4,545,702
89-0024-000	ARLINGTON PUBLIC SCHOOLS	8,868,601	7,269,476	790,187	107,098	1,030,057	0	9,196,818	0	897,285
90-0017-000	WAYNE COMMUNITY SCHOOLS	11,390,649	9,624,807	145,561	132,920	1,439,243	0	11,342,531	48,118	326,599
90-0560-000	WAKEFIELD PUBLIC SCHOOLS	7,470,001	4,941,440	83,178	36,820	740,450	0	5,801,888	1,668,113	1,788,111
90-0595-000	WINSIDE PUBLIC SCHOOLS	3,895,529	4,284,715	665,421	25,020	298,293	0	5,273,449	0	690,441
91-0002-000	RED CLOUD COMMUNITY SCHOOLS	4,142,188	3,500,572	270,327	22,579	421,946	0	4,215,424	0	292,906
91-0074-000	BLUE HILL COMMUNITY SCHOOLS	4,854,869	3,502,738	592,641	25,791	693,219	0	4,814,389	40,480	658,912

draft

* Please note 27-0001-000 Fremont Public School Total Resources have been adjusted by $33,405 due to property tax refund per statute 79-1017.01

A1

2021/22 CURRENT STATUTE MODEL OF STATE AID
CALCULATED BY SYSTEM ON JANUARY 25, 2021

LER : 1.0

SYSTEM COUNTY/ DISTRICT NUMBER	DISTRICT NAME	FORMULA NEEDS	YIELD FROM LOCAL EFFORT RATE	NET OPTION FUNDING	INCOME TAX REBATE	OTHER RECEIPTS	COMMUNITY ACHIEVEMENT PLAN AID	TOTAL RESOURCES	EQUALIZATION AID	TOTAL STATE AID CALCULATED
92-0045-000	WHEELER CENTRAL SCHOOLS	2,646,431	5,813,948	0	8,642	201,843	0	6,024,433	0	8,642
93-0012-000	YORK PUBLIC SCHOOLS	16,218,955	11,486,454	426,285	220,507	3,343,914	0	15,477,160	741,795	1,388,587
93-0083-000	MC COOL JUNCTION PUBLIC SCHS	4,412,621	3,476,413	925,351	19,243	541,675	0	4,962,682	0	944,594
93-0096-000	HEARTLAND COMMUNITY SCHOOLS	4,683,864	7,831,220	0	57,780	665,162	0	8,554,162	0	57,780
	STATEWIDE TOTALS	3,837,808,271	2,621,951,855	120,316,416	50,639,955	537,210,808	6,714,259	3,336,799,888	869,345,138	1,047,015,768

draft

* Please note 27-0001-000 Fremont Public School Total Resources have been adjusted by $33,405 due to property tax refund per statute 79-1017.01