

LONG LAKE CENTRAL SCHOOL DISTRICT  
Long Lake, New York 12847

BOARD OF EDUCATION MEETING  
Thursday, September 13, 2018  
6:00 p.m. Regular Meeting – LLCS Cafeteria

- I. Call To Order – President of the Board
  - A. Pledge of Allegiance
  - B. \*Approval of August 9, 2018 Regular Meeting Minutes
  - C. \*Approval of August 30, 2018 Special Meeting Minutes
  - D. Next Regular Meeting Date Thursday, October 11, 2018, LLCS Cafeteria
- II. Public Participation
- III. Superintendent's Update
- IV. Business Affairs
  - A. \*Approval of July 2018 Treasurer Reports
  - B. Comprehensive Budget & Revenue Status Reports
  - C. \*Budget Transfers
  - D. Warrants
- V. Recommendations for Approval
  - A. \*Approval of Budget Planning Dates for 2019-2020 School Year
  - B. \*Approval of 403b Plan Document
  - C. \*Approval of Sharyn Penrose as Substitute Teacher
  - D. \*Approval of the Resignation of Cheri LaPlant as Food Service Worker/Cleaner
  - E. \*Recognize Ashton Eldridge as Girls' Modified Basketball Coach
  - F. \*Recognize Allison Gonyo as Boys' Modified Basketball Coach
  - G. \*Recognize Eric McCauliffe as Girls' Varsity Basketball Coach
  - H. \*Recognize Michael Lamphear as Boys' Varsity Basketball Coach
  - I. \*Approval of Northeast Instrumental Music Festival Overnight Field Trip
  - J. \*Approval of NHS Advisor for 2018-2019 School Year
  - K. \*Approval of Student Council Advisor for 2018-2019 School Year
  - L. \*Approval of Technology Coordinator for 2018-2019 School Year
  - M. \*Approval of Yearbook Advisor for 2018-2019 School Year
  - N. \*Appointment of Food Service Worker/Cleaner
- VI. Policies, First Reading
  - A. #5640 Smoking/Tobacco Use, #7320 Alcohol, Tobacco, Drugs & Other Substances
- VII. General Discussion
  - A. Fuel Oil Update

**B. Capital Project Update**

**VIII. 2<sup>nd</sup> Public Participation**

**IX. Executive Session**

**X. Adjourn**

**LONG LAKE CENTRAL SCHOOL DISTRICT  
DRAFT BOARD MEETING MINUTES**

**Date:** August 9, 2018

**Time:** 6:00 p.m.

**Type of Meeting:** Regular Meeting

**Place:** Cafeteria

**Members Present:** Michael Farrell  
Alexandria Harris  
Trisha Hosley  
Frederick Short

**Members Absent:** Brian Penrose

**Others Present:** Noelle Short-Principal/Superintendent, Victoria Snide-Clerk of the Board, Pete Klein

**Call to Order:** The Vice-President called the meeting to order at 6:00 p.m. and followed with the Pledge of Allegiance.

The approval of the July 10, 2018 minutes was tabled until later in the meeting.

The **next meeting date is Thursday, September 13, 2018** at 6 p.m. in the cafeteria.

**Public Participation:** None

Trisha Hosley arrived at 6:04 p.m.

**Superintendent Update:** The custodians deserve a public thank you for their summer cleaning work as they have been short staffed all summer.

**New school year student enrollment forms** will be sent to parents the week of August 13, 2018.

**Opening day for students** will feature time with teachers and some assemblies.

Girls' Modified, Girls' Varsity and Boys' Varsity **soccer practice** starts August 13, 2018. Due to low numbers the Boys' Modified soccer practice will start August 27, 2018.

Noelle Short attended a **Hamilton County Board of Supervisors meeting** where a proposal was made by the County for mental health counseling and a new sheriff that will work solely in schools. Discussions with the County are on-going.

Interviews for the **Teacher's Aide position** will be Monday, August 13, 2018. The Technology Education position is still being advertised.

Noelle Short recently attended an **ESSA workshop (Every Student Succeeds Act)**.

The October issue of **Adirondack Life** has an article on Long Lake CSD.

Noelle Short explained why some courses have combined classes in them and others do not.

#### **Business Affairs:**

**Approved:** On Motion by Michael Farrell, seconded by Frederick Short, the **minutes of the July 10, 2018 reorganizational/regular meeting**. Trisha Hosley, Michael Farrell, and Frederick Short approved the Motion. Alexandria Harris abstained.

**Approved:** On Motion by Frederick Short, seconded by Trisha Hosley, with all in favor, the June 2018 **Treasurer Reports**.

Comprehensive **Budget and Revenue Status** Reports for the General and Lunch Funds, Budget Transfer Schedule A-10 and Warrants A-2, C-1, and TA-1 were reviewed.

#### **Recommendations for Approval**

**Approved:** On Motion by Alexandria Harris, seconded by Frederick Short, with all in favor, the 2018-2019 **Code of Conduct**. The Board had Ms. Short make some minor revisions.

**Approved:** On Motion by Alexandria Harris, seconded by Frederick Short, with all in favor, the **Policy Statement for Free and Reduced Price Meals** or Free Milk for 2018-2019 school year.

**Approved:** On Motion by Frederick Short, seconded by Alexandria Harris, with all in favor, the **Tax Warrant** for 2018-2019 school year.

**Approved:** On Motion by Alexandria Harris, seconded by Frederick Short, with all in favor, the **Memorandum of Agreement with the Long Lake Faculty Association** dated August 9, 2018.

**Approved:** On Motion by Trisha Hosley, seconded by Frederick Short, with all in favor, any certified coach from Indian Lake CSD or Long Lake CSD to **substitute coach on an emergency basis**.

**Appointed:** On Motion by Frederick Short, seconded by Alexandria Harris, with all in favor, **Dana Goetze as Athletic Coordinator** for 2018-2019 school year.

**Appointed:** On Motion by Frederick Short, seconded by Trisha Hosley, with all in favor, **Tina Pine as faculty mentor for Tamara Combs.**

**Appointed:** On Motion by Frederick Short, seconded by Alexandria Harris, with all in favor, **Mary Phillips-LeBlanc as faculty mentor for Dana Goetze.**

**Appointed:** On Motion by Frederick Short, seconded by Alexandria Harris, with all in favor, **Nancy Halter as a substitute teacher.**

**Approved:** On Motion by Frederick Short, seconded by Alexandria Harris, with all in favor, **Policy #7110 Comprehensive Student Attendance Policy.**

**Appointed:** On Motion by Frederick Short, seconded by Alexandria Harris, with all in favor, **Gabriele Gersch as substitute cafeteria and custodial worker.**

**2nd Public Participation:** None

**Executive Session:** On Motion by Alexandria Harris, seconded by Frederick Short, with all in favor to enter Executive Session at 7:31 p.m. to discuss: Collective Negotiations Pursuant to Article 14 of the Civil Service Law relating to the Long Lake Faculty Association.

**Approved:** On Motion by Alexandria Harris, seconded by Michael Farrell, with all in favor, to come out of Executive Session at 8:11 p.m.

**Adjournment:** On Motion by Alexandria Harris, seconded by Trisha Hosley, with all in favor, the Board adjourned at 8:12 p.m.

Clerk of the Board

Victoria J. Snide

**LONG LAKE CENTRAL SCHOOL DISTRICT  
DRAFT BOARD MEETING MINUTES**

**Date:** August 30, 2018

**Time:** 5:00 p.m.

**Type of Meeting:** Special Meeting

**Place:** Room 206

**Members Present:** Michael Farrell  
Alexandria Harris  
Trisha Hosley (arrived at 5:03 p.m.)  
Brian Penrose  
Frederick Short

**Others Present:** Noelle Short-Principal/Superintendent, Victoria Snide-Clerk of the Board

**Call to Order:** The President called the meeting to order at 5:00 p.m.

**Approved:** On Motion by Michael Farrell, seconded by Frederick Short, with all in favor, to **dispense with the Pledge of Allegiance.**

**Appointed:** On Motion by Alexandria Harris, seconded by Michael Farrell, with all in favor, **Lacey Dukett as a Teachers' Aide** effective September 1, 2018.

**Approved:** On Motion by Michael Farrell, seconded by Alexandria Harris, with all in favor, the **Standard Work Day Resolution for the Teachers' Aide position.**

**Approved:** On Motion by Alexandria Harris, seconded by Frederick Short, with all in favor, the **resignation of Sally Long as Library Media Specialist** effective September 1, 2018.

Trisha Hosley arrived at 5:03 p.m.

**Approved:** On Motion by Michael Farrell, seconded by Alexandria Harris, with all in favor, the **Memorandum of Agreement with the Long Lake Faculty Association** dated August 30, 2018.

**Appointed:** On Motion by Trisha Hosley, seconded by Frederick Short, with all in favor, **Patrick Gibbs as Elementary Soccer Coach** for the Fall 2018 season.

**Recognized:** On Motion by Alexandria Harris, seconded by Frederick Short, with all in favor, **Tom Malone as a Volunteer Unpaid Assistant Soccer Coach**, all levels for the Fall 2018 season.

**Recognized:** On Motion by Michael Farrell, seconded by Alexandria harris, with all in favor, **Ben Conboy as a Volunteer Unpaid Assistant Soccer Coach**, all levels for the Fall 2018 season.

**Appointed:** On Motion by Michael Farrell, seconded by Alexandria Harris, with all in favor, **Hayden LaMere as a Long-Term Substitute for Technology Education**.

**Adjournment:** On Motion by Michael Farrell, seconded by Frederick Short, with all in favor, the Board adjourned at 5:45 p.m.

Clerk of the Board

Victoria J. Snide

TREASURER'S MONTHLY REPORTFUND: EXTRACURRICULAR ACCT.

For the Period from July 2, 2018 thru July 31, 2018

Total available balance as reported at the end of preceding period \$ 7,945.34

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
July	Deposits	\$ -
	Interest	\$ 0.07
	Total Receipts	\$ 0.07
	Total receipts, including balance	\$ 7,945.41

Disbursements made during the month:

By Check-From Check #	\$ -
EFT Transfers	\$0.00
By Debit Charge	\$ -

Total amount of checks issued and debit charges \$ -

Cash balance as shown by records \$ 7,945.41

RECONCILIATION WITH BANK STATEMENT

Balance as given on bank statement, end of month \$ 7,945.41

Less outstanding checks See attached \$ -

Net balance in bank (Should agree with Cash Balance above unless

There are undeposited funds in treasurer's hands)

\$ 7,945.41

Amount of receipts undeposited (See attached schedules)

Total available balance (must agree with Cash Balance above if there is a true reconciliation)

\$ 7,945.41

Received by the Board of Education and entered as a part of the minutes of the Board meeting held

\_\_\_\_\_ 20\_\_\_\_

Clerk of the Board of Education

This is to certify that the above cash balance is in agreement with my bank statement, as reconciled.

  
 Treasurer of School District



**TREASURER'S MONTHLY REPORT****FUND: TRUST & AGENCY**

For the Period from July 2, 2018 thru July 31, 2018

Total available balance as reported at the end of preceding period \$ 3,043.98

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
July	Deposits	\$ 60,282.47

Total Receipts \$ 60,282.47

Total receipts, including balance \$ 63,326.45

Disbursements made during the month:

By Check-from check #2949-2953 \$ 2,629.12

EFT Transfers 52,199.74

By Debit Charge

Total amount of checks issued and debit charges \$ 54,828.86

Cash balance as shown by records \$ 8,497.59

**RECONCILIATION WITH BANK STATEMENT**

Balance as given on bank statement, end of month \$ 10,594.07

less outstanding checks # See Attached \$ 2,096.48

Net balance in bank (Should agree with Cash Balance above unless

There are undeposited funds in treasurer's hands)

\$ 8,497.59

Amount of receipts undeposited (See attached schedules)

-

Total available balance (must agree with Cash Balance above if there is a true reconciliation)

\$ 8,497.59

Received by the Board of Education and entered  
as a part of the minutes of the Board meeting held

20

Clerk of the Board of Education

This is to certify that the  
above cash balance is  
in agreement with my  
bank statement, as reconciled.  
Treasurer of School District

**TREASURER'S MONTHLY REPORT****FUND: LUNCH FUND**

For the Period from July 2, 2018 thru July 31, 2018

Total available balance as reported at the end of preceding period \$ 28,053.70

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
July	Deposits	\$ 49.60
	Interest	0.22

Total Receipts \$ 49.82

Total receipts, including balance \$ 28,103.52

Disbursements made during the month:

By Check-From Check #2122-2127	\$ 203.80
EFT Transfers	2,605.29

Total amount of checks issued and debit charges \$ 2,809.09

Cash balance as shown by records \$ 25,294.43

**RECONCILIATION WITH BANK STATEMENT**

Balance as given on bank statement, end of month \$ 25,320.78

Less outstanding checks see attached \$ 26.35

Net balance in bank (Should agree with Cash Balance above unless

There are undeposited funds in treasurer's hands)

\$ 25,294.43

Amount of receipts undeposited

Total available balance (must agree with Cash Balance above if there is a true reconciliation)

\$ 25,294.43

Received by the Board of Education and entered as a part of the minutes of the Board meeting held

20

Clerk of the Board of Education

This is to certify that the above cash balance is in agreement with my bank statement, as reconciled.

  
Treasurer of School District

TREASURER'S MONTHLY REPORTFUND: PAYROLL FUND

For the Period from July 2, 2018 thru July 31, 2018

Total available balance as reported at the end of preceding period \$ 1,000.00

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>
July	Deposits

34,339.48

Total Receipts \$ 34,339.48

Total receipts, including balance \$ 35,339.48

Disbursements made during the month:

By Check: #15018-15041	\$ 1,508.18
EFT Transfers	\$ 21,320.96
	\$ -

Total amount of checks issued and debit charges: \$ 22,829.14

Cash balance as shown by records \$ 12,510.34

RECONCILIATION WITH BANK STATEMENT

Balance as given on bank statement, end of month \$ 12,614.23

Less Outstanding Checks - See Attached \$ 103.89

\$ 12,510.34

Net balance in bank (Should agree with Cash Balance above unless

There are undeposited funds in treasurer's hands)

Amount of receipts undeposited-

Total available balance (must agree with Cash Balance above if there is a true reconciliation)

\$ 12,510.34

Received by the Board of Education and entered as a part of the minutes of the Board meeting held

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Clerk of the Board of Education

This is to certify that the above cash balance is in agreement with my bank statement, as reconciled.

  
Treasurer of School District

**TREASURER'S MONTHLY REPORT****FUND: TAX CERTIORARI RESERVE**

For the Period from July 2, 2018 thru July 31, 2018

Total available balance as reported at the end of preceding period \$ 32,730.19

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
July	Deposits	\$ -
	Interest	\$ 0.28
	Total Receipts	\$ 0.28
	Total receipts, including balance	\$ 32,730.47

Disbursements made during the month:

By Check:	
EFT Transfers	\$ -
By Debit Charge	\$ -

Total amount of checks issued and debit charges \$ -

Cash balance as shown by records \$ 32,730.47

**RECONCILIATION WITH BANK STATEMENT**

Balance as given on bank statement, end of month \$ 32,730.47

Less outstanding checks \$ -

Net balance in bank (Should agree with Cash Balance above unless there are undeposited funds in treasurer's hands) \$ 32,730.47

Amount of receipts undeposited(See attached schedules) -

Total available balance (must agree with Cash Balance above if there is a true reconciliation) \$ 32,730.47

Received by the Board of Education and entered as a part of the minutes of the Board meeting held

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Clerk of the Board of Education

This is to certify that the above cash balance is in agreement with my bank statement, as reconciled.

  
Treasurer of School District

**TREASURER'S MONTHLY REPORT****FUND: GENERAL FUND**

For Period from July 2, 2018 thru July 31, 2018

Total available balance as reported at the end of preceding period \$ 41,504.22

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
July	Deposits	\$ 192,000.00
	Interest	0.76

Total Receipts \$ 192,000.76

Total receipts, including balance \$ 233,504.98

Disbursements made during the month:

By Check-From Check #14923-14959	\$ 133,406.68
EFT Transfers	57,684.19
	\$ -

Total amount of checks issued and debit charges \$ 191,090.87

Cash balance as shown by records \$ 42,414.11

**RECONCILIATION WITH BANK STATEMENT**

Balance as given on bank statement, end of month \$ 43,396.25

Less outstanding checks see attached \$ 982.14

Net balance in bank (Should agree with Cash Balance above unless there are undeposited funds in treasurer's hands) \$ 42,414.11

Amount of receipts undeposited(See attached schedules) \$ -

Total available balance (must agree with Cash Balance above if there is a true reconciliation) \$ 42,414.11

Received by the Board of Education and entered as a part of the minutes of the Board meeting held

20

Clerk of the Board of Education

This is to certify that the above cash balance is in agreement with my bank statement, as reconciled.

  
Treasurer of School District

**TREASURER'S MONTHLY REPORT**      **FUND: SCHOLARSHIP FUND**

For the Period from July 2, 2018 thru July 31, 2018

Total available balance as reported at the end of preceding period      \$      82,365.20

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
July	Deposits	\$      -
	Interest	\$      0.72

Total Receipts      \$      0.72

Total receipts, including balance      \$      82,365.92

Disbursements made during the month:

By Check-from Check #	\$      -
EFT Transfers	\$      -
	\$      -

Total amount of checks issued and debit charges      \$      -

Cash balance as shown by records      \$      82,365.92

**RECONCILIATION WITH BANK STATEMENT**

Balance as given on bank statement, end of month      \$      84,665.92

less outstanding checks      \$      2,300.00

see attached      \$      -

Net balance in bank (Should agree with Cash Balance above unless

There are undeposited funds in treasurer's hands)      \$      82,365.92

Amount of receipts undeposited (See attached schedules)

Total available balance (must agree with Cash Balance above if there is a true reconciliation)      \$      82,365.92

Received by the Board of Education and entered as a part of the minutes of the Board meeting held

\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board of Education

This is to certify that the above cash balance is in agreement with my bank statement, as reconciled.

Weta Walker  
Treasurer of School District

**TREASURER'S MONTHLY REPORT****FUND: MONEY MARKET ACCOUNT**

For the Period from July 2, 2018 thru July 31, 2018

Total available balance as reported at the end of preceding period \$ 1,284,091.26

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
July	Deposits	\$ 4,221.35
	Interest	\$ 20.33
	Total Receipts	\$ 4,241.68
	Total receipts, including balance	\$ 1,288,332.94

Disbursements made during the month:

By Check:	
EFT Transfers	\$ 192,000.00
By Debit	\$ -

Total amount of checks issued and debit charges \$ 192,000.00

Cash balance as shown by records \$ 1,096,332.94

**RECONCILIATION WITH BANK STATEMENT**

Balance as given on bank statement, end of month \$ 1,096,332.94

Less outstanding checks

Net balance in bank (Should agree with Cash Balance above unless there are undeposited funds in treasurer's hands) \$ 1,096,332.94

Amount of receipts undeposited \$ -

Total available balance (must agree with Cash Balance above if there is a true reconciliation) \$ 1,096,332.94

Received by the Board of Education and entered as a part of the minutes of the Board meeting held

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Clerk of the Board of Education

This is to certify that the above cash balance is in agreement with my bank statement, as reconciled.

  
\_\_\_\_\_  
Treasurer of School District

**TREASURER'S MONTHLY REPORT****FUND: FEDERAL AID**

For the Period from July 2, 2018 thru July 31, 2018

Total available balance as reported at the end of preceding period \$ 38.32

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>
July	Deposits
	Interest

\$ -

Total Receipts

\$ -

Total receipts, including balance

\$ 38.32

Disbursements made during the month:

By Check:	\$ -
EFT Transfers	\$ -
By Debit Charge	\$ -

Total amount of checks issued and debit charges:

\$ -

Cash balance as shown by records

\$ 38.32

**RECONCILIATION WITH BANK STATEMENT**

Balance as given on bank statement, end of month

\$ 38.32

Less total of outstanding checks

None

\$ -

Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands)

\$ 38.32

Amount of receipts undeposited (See attached schedules)

\$ -

Total available balance (must agree with Cash Balance above if there is a true reconciliation)

\$ 38.32

Received by the Board of Education and entered as a part of the minutes of the Board meeting held

This is to certify that the above cash balance is in agreement with my bank statement, as reconciled.

\_\_\_\_\_ 20\_\_\_\_

Clerk of the Board of Education

Wisa Walker  
Treasurer of School District



**TREASURER'S MONTHLY REPORT****FUND: REPAIR RESERVE**

For the Period from July 2, 2018 thru July 31, 2018

Total available balance as reported at the end of preceding period \$ 51,859.95

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
July	Deposits	-
	Interest	\$ 0.44

Total Receipts \$ 0.44

Total receipts, including balance \$ 51,860.39

Disbursements made during the month:

By Check:	\$ -
EFT Transfers	\$ -
By Debit Charge	

Total amount of checks issued and debit charges: \$ -

Cash balance as shown by records \$ 51,860.39

**RECONCILIATION WITH BANK STATEMENT**

Balance as given on bank statement, end of month \$ 51,860.39

Less total of outstanding checks \$ -

Net balance in bank (Should agree with Cash Balance above unless \$ 51,860.39

There are undeposited funds in treasurer's hands)

Amount of receipts undeposited (See attached schedules)

Total available balance (must agree with Cash Balance above if there is a true reconciliation) \$ 51,860.39

Received by the Board of Education and entered  
as a part of the minutes of the Board meeting held

\_\_\_\_\_ 20 \_\_\_\_\_

Clerk of the Board of Education

This is to certify that the  
above cash balance is  
in agreement with my  
bank statement, as reconciled.  
Treasurer of School District

**TREASURER'S MONTHLY REPORT**      **FUND: CAPITAL RESERVE**

For the Period from July 2, 2018 thru July 31, 2018

Total available balance as reported at the end of preceding period      \$      332,982.64

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
July	Deposits	-
	Interest	\$      2.83

Total Receipts      \$      2.83

Total receipts, including balance      \$      332,985.47

Disbursements made during the month:

By Check-from check #	\$      -
EFT Transfers	-
By Debit Charge	-

Total amount of checks issued and debit charges      \$      -

Cash balance as shown by records      \$      332,985.47

**RECONCILIATION WITH BANK STATEMENT**

Balance as given on bank statement, end of month      \$      332,985.47

less outstanding checks

see attached      \$      -

\$      -

Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands)

\$      332,985.47

Amount of receipts undeposited (See attached schedules)

Total available balance (must agree with Cash Balance above if there is a true reconciliation)

\$      332,985.47

Received by the Board of Education and entered as a part of the minutes of the Board meeting held

This is to certify that the above cash balance is in agreement with my bank statement, as reconciled.

\_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board of Education

Lisa Walker  
Treasurer of School District

**TREASURER'S MONTHLY REPORT****FUND: BUS RESERVE**

For the Period from July 2, 2018 thru July 31, 2018

Total available balance as reported at the end of preceding period \$ 115,275.93

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
July	Deposits	\$ -
	Interest	\$ 0.98

Total Receipts \$ 0.98

Total receipts, including balance \$ 115,276.91

Disbursements made during the month:

By Check:	
EFT Transfers	\$ -
By Debit Charge	\$ -

Total amount of checks issued and debit charges \$ -

Cash balance as shown by records \$ 115,276.91

**RECONCILIATION WITH BANK STATEMENT**

Balance as given on bank statement, end of month \$ 115,276.91

Less outstanding checks \$ -

Net balance in bank (Should agree with Cash Balance above unless \$ 115,276.91

there are undeposited funds in treasurer's hands)

Amount of receipts undeposited(See attached schedules) -

Total available balance (must agree with Cash Balance above if there is a true reconciliation)

\$ 115,276.91

Received by the Board of Education and entered  
as a part of the minutes of the Board meeting held

\_\_\_\_\_ 20 \_\_\_\_\_

Clerk of the Board of Education

This is to certify that the  
above cash balance is  
in agreement with my  
bank statement, as reconciled.  
Treasurer of School District

## LONG LAKE CSD

Appropriation Status Detail Report By Function From 7/1/2018 To 6/30/2019



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1010.400-0000	BOE Contractual Expense	10,720.00	0.00	10,720.00	0.00	240.00	10,480.00
A 1010.450-0000	BOE Materials and Supplies	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
A 1010.490-0000	BOE BOCES Services	9,000.00	0.00	9,000.00	0.00	0.00	9,000.00
<b>1010</b>	<b>BOARD OF EDUCATION</b>	<b>22,220.00</b>	<b>0.00</b>	<b>22,220.00</b>	<b>0.00</b>	<b>240.00</b>	<b>21,980.00</b>
A 1040.160-0000	BOE District Clerk Salaries	2,217.00	0.00	2,217.00	426.35	0.00	1,790.65
A 1040.400-0000	BOE District Clerk Contractual	3,000.00	0.00	3,000.00	79.10	0.00	2,920.90
<b>1040</b>	<b>DISTRICT CLERK</b>	<b>5,217.00</b>	<b>0.00</b>	<b>5,217.00</b>	<b>505.45</b>	<b>0.00</b>	<b>4,711.55</b>
<b>10</b>		<b>27,437.00</b>	<b>0.00</b>	<b>27,437.00</b>	<b>505.45</b>	<b>240.00</b>	<b>26,691.55</b>
A 1240.160-0000	Support Staff Salaries	112,282.00	0.00	112,282.00	21,144.00	0.00	91,138.00
A 1240.200-0000	Central Admin Equipment	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
A 1240.400-0000	Central Admin Contractual	14,430.00	320.00	14,750.00	2,462.86	175.00	12,112.14
A 1240.450-0000	Central Admin Materials & Supplies	2,500.00	116.86	2,616.86	233.17	286.52	2,097.17
<b>1240</b>	<b>CHIEF SCHOOL ADMINISTRATOR</b>	<b>130,712.00</b>	<b>436.86</b>	<b>131,148.86</b>	<b>23,840.03</b>	<b>461.52</b>	<b>106,847.31</b>
<b>12</b>		<b>130,712.00</b>	<b>436.86</b>	<b>131,148.86</b>	<b>23,840.03</b>	<b>461.52</b>	<b>106,847.31</b>
A 1310.160-0000	Finance Business Admin Salaries	74,557.00	0.00	74,557.00	14,829.50	0.00	59,727.50
A 1310.490-0000	Finance BOCES Services	27,500.00	0.00	27,500.00	0.00	0.00	27,500.00
<b>1310</b>	<b>BUSINESS ADMINISTRATION</b>	<b>102,057.00</b>	<b>0.00</b>	<b>102,057.00</b>	<b>14,829.50</b>	<b>0.00</b>	<b>87,227.50</b>
A 1320.160-0000	Finance Auditing Salaries	518.00	0.00	518.00	51.53	0.00	466.47
A 1320.400-0000	Finance Auditor Contractual	8,600.00	0.00	8,600.00	0.00	0.00	8,600.00
<b>1320</b>	<b>AUDITING</b>	<b>9,118.00</b>	<b>0.00</b>	<b>9,118.00</b>	<b>51.53</b>	<b>0.00</b>	<b>9,066.47</b>
A 1325.160-0000	Finance District Treasurer	19,791.00	0.00	19,791.00	3,782.40	0.00	16,008.60
A 1325.450-0000	Finance District Treasurer Supplies	250.00	0.00	250.00	190.74	0.00	59.26
<b>1325</b>	<b>TREASURER</b>	<b>20,041.00</b>	<b>0.00</b>	<b>20,041.00</b>	<b>3,973.14</b>	<b>0.00</b>	<b>16,067.86</b>
A 1330.160-0000	Finance Tax Collector Salary	3,824.00	0.00	3,824.00	0.00	0.00	3,824.00
A 1330.400-0000	Finance Tax Collector Contractual	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
A 1330.450-0000	Finance Tax Collector Materials & Supplies	100.00	0.00	100.00	0.00	0.00	100.00
<b>1330</b>	<b>TAX COLLECTOR</b>	<b>5,424.00</b>	<b>0.00</b>	<b>5,424.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,424.00</b>
<b>13</b>		<b>136,640.00</b>	<b>0.00</b>	<b>136,640.00</b>	<b>18,854.17</b>	<b>0.00</b>	<b>117,785.83</b>
A 1420.400-0000	Legal Contractual	14,000.00	0.00	14,000.00	600.00	0.00	13,400.00
<b>1420</b>	<b>LEGAL</b>	<b>14,000.00</b>	<b>0.00</b>	<b>14,000.00</b>	<b>600.00</b>	<b>0.00</b>	<b>13,400.00</b>
A 1430.490-0000	Personnel - BOCES Services	1,950.00	0.00	1,950.00	0.00	0.00	1,950.00
<b>1430</b>	<b>PERSONNEL</b>	<b>1,950.00</b>	<b>0.00</b>	<b>1,950.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,950.00</b>
A 1480.400-0000	Public Info Contractual	20,200.00	0.00	20,200.00	0.00	0.00	20,200.00

# LONG LAKE CSD

Appropriation Status Detail Report By Function From 7/1/2018 To 6/30/2019



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1480.450-0000	Public Info/Printing Charges	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<b>1480</b>	<b>PUBLIC INFORMATION &amp; SERVICES</b>	<b>21,200.00</b>	<b>0.00</b>	<b>21,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>21,200.00</b>
<b>14</b>	<b>**</b>	<b>37,150.00</b>	<b>0.00</b>	<b>37,150.00</b>	<b>600.00</b>	<b>0.00</b>	<b>36,550.00</b>
A 1620.160-0000	Central Services Support Staff Salaries	90,396.00	0.00	90,396.00	17,994.95	0.00	72,401.05
A 1620.200-0000	Central Services Equipment	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
A 1620.400-0000	Central Services Contractual	61,500.00	0.00	61,500.00	31,641.00	6,200.40	23,658.60
A 1620.410-0000	Central Services Fuel Oil	72,000.00	0.00	72,000.00	791.40	0.00	71,208.60
A 1620.420-0000	Central Services Television	1,500.00	0.00	1,500.00	245.30	0.00	1,254.70
A 1620.430-0000	Central Services Electricity	30,000.00	0.00	30,000.00	3,879.12	0.00	26,120.88
A 1620.440-0000	Central Services Water Rent	1,000.00	0.00	1,000.00	1,000.00	0.00	0.00
A 1620.450-0000	Central Services Materials & Supplies	20,000.00	328.70	20,328.70	3,106.15	5,721.32	11,501.23
A 1620.460-0000	Central Services Telephone	8,500.00	0.00	8,500.00	1,189.13	0.00	7,310.87
A 1620.480-0000	Central Services LP Gas	100.00	0.00	100.00	0.00	0.00	100.00
A 1620.490-0000	Central Services BOCES	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<b>1620</b>	<b>OPERATION OF PLANT</b>	<b>287,196.00</b>	<b>328.70</b>	<b>287,524.70</b>	<b>59,847.05</b>	<b>11,921.72</b>	<b>215,755.93</b>
A 1621.160-0000	Mainten Support Staff Salaries	13,759.00	0.00	13,759.00	2,588.00	0.00	11,171.00
A 1621.400-0000	Maintenance Contractual Exp	17,500.00	0.00	17,500.00	0.00	3,300.00	14,200.00
<b>1621</b>	<b>MAINTENANCE OF PLANT</b>	<b>31,259.00</b>	<b>0.00</b>	<b>31,259.00</b>	<b>2,588.00</b>	<b>3,300.00</b>	<b>25,371.00</b>
A 1670.400-0000	Contractual	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
A 1670.450-0000	Postage	3,500.00	0.00	3,500.00	273.38	17.00	3,209.62
A 1670.490-0000	Printing - BOCES Services	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
<b>1670</b>	<b>CENTRAL PRINTING &amp; MAILING</b>	<b>6,700.00</b>	<b>0.00</b>	<b>6,700.00</b>	<b>273.38</b>	<b>17.00</b>	<b>6,409.62</b>
A 1680.490-0000	Central DP - BOCES Services	37,500.00	0.00	37,500.00	0.00	0.00	37,500.00
<b>1680</b>	<b>CENTRAL DATA PROCESSING</b>	<b>37,500.00</b>	<b>0.00</b>	<b>37,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>37,500.00</b>
<b>16</b>	<b>**</b>	<b>362,655.00</b>	<b>328.70</b>	<b>362,983.70</b>	<b>62,708.43</b>	<b>15,238.72</b>	<b>285,036.55</b>
A 1910.400-0000	Unallocated Insurance	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
<b>1910</b>	<b>UNALLOCATED INSURANCE</b>	<b>3,000.00</b>	<b>0.00</b>	<b>3,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,000.00</b>
A 1920.400-0000	School Association Dues	6,200.00	0.00	6,200.00	3,670.00	0.00	2,530.00
<b>1920</b>	<b>SCHOOL ASSOCIATION DUES</b>	<b>6,200.00</b>	<b>0.00</b>	<b>6,200.00</b>	<b>3,670.00</b>	<b>0.00</b>	<b>2,530.00</b>
A 1981.490-0000	BOCES Administrative Costs	19,500.00	0.00	19,500.00	0.00	0.00	19,500.00
<b>1981</b>	<b>BOCES ADMINISTRATIVE COSTS</b>	<b>19,500.00</b>	<b>0.00</b>	<b>19,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>19,500.00</b>
A 1983.490-0000	BOCES Capital Expenses	2,650.00	0.00	2,650.00	0.00	0.00	2,650.00
<b>1983</b>	<b>BOCES CAPITAL EXPENSE</b>	<b>2,650.00</b>	<b>0.00</b>	<b>2,650.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,650.00</b>

# LONG LAKE CSD

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
19		**	31,350.00	0.00	31,350.00	3,670.00	0.00	27,680.00
1		***	725,944.00	765.56	726,709.56	110,178.08	15,940.24	600,591.24
A 2020.150-0000	Supervision Instructional		25,000.00	0.00	25,000.00	4,807.70	0.00	20,192.30
2020	<b>SUPERVISION - REGULAR SCHOOL</b>	*	25,000.00	0.00	25,000.00	4,807.70	0.00	20,192.30
A 2070.150-0000	Instructional Salaries		10,440.00	0.00	10,440.00	288.00	0.00	10,152.00
A 2070.490-0000	Inservics - BOCES Services		24,500.00	0.00	24,500.00	0.00	0.00	24,500.00
2070	<b>INSERVICE TRAINING - INSTRUCTION</b>	*	34,940.00	0.00	34,940.00	288.00	0.00	34,652.00
20		**	59,940.00	0.00	59,940.00	5,095.70	0.00	54,844.30
A 2110.120-0000	Teaching K-6 Salaries		451,441.00	0.00	451,441.00	1,080.00	0.00	450,361.00
A 2110.130-0000	Teaching 7-12 Salaries		476,763.00	-6,575.00	470,188.00	0.00	0.00	470,188.00
A 2110.140-0000	Substitute Teachers		18,000.00	0.00	18,000.00	0.00	0.00	18,000.00
A 2110.160-0000	Support Staff Salaries		24,336.00	0.00	24,336.00	0.00	0.00	24,336.00
A 2110.170-0000	Payment in Lieu of Health Insurance		2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
A 2110.180-0000	Leave Sellback		0.00	6,575.00	6,575.00	6,575.00	0.00	0.00
A 2110.200-0000	Teaching Equipment		4,000.00	0.00	4,000.00	2,215.34	0.00	1,784.66
A 2110.400-0000	Teaching Contractual		17,100.00	0.00	17,100.00	986.43	355.00	15,758.57
A 2110.410-0000	Field Trips		20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
A 2110.411-0000	Conference Attendance		8,500.00	0.00	8,500.00	0.00	0.00	8,500.00
A 2110.412-0000	Mileage Reimbursement		2,500.00	0.00	2,500.00	171.13	0.00	2,328.87
A 2110.450-0000	Teaching Materials & Supplies		8,200.00	-135.00	8,065.00	4,028.72	168.00	3,868.28
A 2110.451-0000	Elementary - Grade 1		1,540.00	0.00	1,540.00	739.85	286.02	514.13
A 2110.451-1000	Summer School		78.00	0.00	78.00	0.00	0.00	78.00
A 2110.451-2000	Art Program		2,836.00	352.46	3,188.46	1,683.52	0.00	1,504.94
A 2110.451-3000	Computer Literacy		0.00	345.18	345.18	345.18	0.00	0.00
A 2110.451-4000	Teachers Assistant		250.00	0.00	250.00	29.90	0.00	220.10
A 2110.451-5000	English		1,175.00	0.00	1,175.00	57.18	66.72	1,051.10
A 2110.451-6000	French		200.00	0.00	200.00	0.00	0.00	200.00
A 2110.451-7000	Family Consumer Science		675.00	0.00	675.00	0.00	0.00	675.00
A 2110.451-8000	Health Education		350.00	0.00	350.00	0.00	0.00	350.00
A 2110.451-9000	Math		75.00	30.00	105.00	103.08	0.00	1.92
A 2110.452-1000	Elementary - Conboy/SPED		550.00	0.00	550.00	147.89	0.00	402.11
A 2110.452-2000	Music		1,585.00	0.00	1,585.00	197.14	0.00	1,387.86
A 2110.452-3000	Phys Ed		715.00	0.00	715.00	0.00	0.00	715.00

# LONG LAKE CSD

## Appropriation Status Detail Report By Function From 7/1/2018 To 6/30/2019



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.452-4000	Science	808.00	0.00	808.00	301.08	104.39	402.53
A 2110.452-6000	Technology	1,700.00	0.00	1,700.00	0.00	0.00	1,700.00
A 2110.452-7000	Elementary - PreK	650.00	0.00	650.00	483.38	0.00	166.62
A 2110.453-0000	Elementary - Harkness	250.00	0.00	250.00	206.23	0.00	43.77
A 2110.454-0000	Elementary - Grade 2	776.00	0.00	776.00	539.63	0.00	236.37
A 2110.455-0000	Elementary - Grade 3/4	1,050.00	0.00	1,050.00	0.00	192.03	857.97
A 2110.456-0000	Elementary - Grade 5/6	914.00	105.00	1,019.00	454.35	561.00	3.65
A 2110.458-0000	Elementary - Grade K	1,274.00	0.00	1,274.00	426.56	0.00	847.44
A 2110.459-1000	Ace Committee	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
A 2110.459-2000	STEM	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2110.480-0000	Teaching Textbooks	5,000.00	0.00	5,000.00	1,909.27	74.99	3,015.74
A 2110.490-0000	Teaching BOCES	11,000.00	0.00	11,000.00	0.00	0.00	11,000.00
<b>2110</b>	<b>TEACHING - REGULAR SCHOOL</b>	<b>1,068,791.00</b>	<b>697.64</b>	<b>1,069,488.64</b>	<b>22,680.86</b>	<b>1,808.15</b>	<b>1,044,999.63</b>
<b>21</b>		<b>1,068,791.00</b>	<b>697.64</b>	<b>1,069,488.64</b>	<b>22,680.86</b>	<b>1,808.15</b>	<b>1,044,999.63</b>
A 2250.150-0000	Instructional Salaries	83,969.00	0.00	83,969.00	0.00	0.00	83,969.00
A 2250.160-0000	Non Instructional Salaries	0.00	17,400.00	17,400.00	0.00	0.00	17,400.00
A 2250.400-0000	Students w/Disab Contractual	3,800.00	0.00	3,800.00	4,108.39	0.00	-308.39
A 2250.450-0000	Special Ed Materials & Supplies	610.00	0.00	610.00	484.70	0.00	125.30
A 2250.470-0000	Special Tuition	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
A 2250.490-0000	BOCES Services	85,000.00	-17,400.00	67,600.00	0.00	0.00	67,600.00
<b>2250</b>	<b>PROGRAM FOR STUDENTS W/ DISABILITIES SCHOOL AGE - SCHOOL YEAR</b>	<b>175,879.00</b>	<b>0.00</b>	<b>175,879.00</b>	<b>4,593.09</b>	<b>0.00</b>	<b>171,285.91</b>
A 2280.490-0000	BOCES Services	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00
<b>2280</b>	<b>OCCUPATIONAL EDUCATION (GRADES 9 -12)</b>	<b>30,000.00</b>	<b>0.00</b>	<b>30,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>30,000.00</b>
<b>22</b>		<b>205,879.00</b>	<b>0.00</b>	<b>205,879.00</b>	<b>4,593.09</b>	<b>0.00</b>	<b>201,285.91</b>
A 2330.150-0000	Adult Education Salary	12,407.00	0.00	12,407.00	787.32	0.00	11,619.68
A 2330.151-0000	Special Schools Salary	18,720.00	0.00	18,720.00	90.00	0.00	18,630.00
A 2330.400-0000	Special Schools Contractual	3,197.00	0.00	3,197.00	0.00	0.00	3,197.00
A 2330.450-0000	Special Schools Materials & Supplies	1,000.00	0.00	1,000.00	348.20	0.00	651.80
<b>2330</b>	<b>TEACHING - SPECIAL SCHOOLS</b>	<b>35,324.00</b>	<b>0.00</b>	<b>35,324.00</b>	<b>1,225.52</b>	<b>0.00</b>	<b>34,098.48</b>
<b>23</b>		<b>35,324.00</b>	<b>0.00</b>	<b>35,324.00</b>	<b>1,225.52</b>	<b>0.00</b>	<b>34,098.48</b>
A 2610.150-0000	Library Salaries	55,808.00	0.00	55,808.00	0.00	0.00	55,808.00

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Appropriation Status Detail Report By Function From 7/1/2018 To 6/30/2019



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2610.450-0000	Library Materials & Supplies	900.00	0.00	900.00	78.25	0.00	821.75
A 2610.460-0000	Library Collections	7,400.00	0.00	7,400.00	1,120.61	4,652.69	1,626.70
<b>2610</b>	<b>SCHOOL LIBRARY &amp; AUDIOVISUAL</b>	<b>64,108.00</b>	<b>0.00</b>	<b>64,108.00</b>	<b>1,198.86</b>	<b>4,652.69</b>	<b>58,256.45</b>
A 2630.220-0000	Computer Hardware	21,000.00	0.00	21,000.00	0.00	0.00	21,000.00
A 2630.450-0000	Computer Materials & Supplies	1,000.00	0.00	1,000.00	0.00	21.96	978.04
A 2630.460-0000	Computer Software	7,000.00	0.00	7,000.00	2,759.66	150.00	4,090.34
A 2630.490-0000	Computer BOCES	70,200.00	0.00	70,200.00	0.00	0.00	70,200.00
<b>2630</b>	<b>COMPUTER ASSISTED INSTRUCTION</b>	<b>99,200.00</b>	<b>0.00</b>	<b>99,200.00</b>	<b>2,759.66</b>	<b>171.96</b>	<b>96,268.38</b>
<b>26</b>		<b>163,308.00</b>	<b>0.00</b>	<b>163,308.00</b>	<b>3,958.52</b>	<b>4,824.65</b>	<b>154,524.83</b>
A 2805.160-0000	Attendance	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
<b>2805</b>	<b>ATTENDANCE - REGULAR SCHOOL</b>	<b>4,500.00</b>	<b>0.00</b>	<b>4,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,500.00</b>
A 2810.150-0000	Guidance Instructional Salaries	58,135.00	0.00	58,135.00	3,412.76	0.00	54,722.24
A 2810.450-0000	Guidance Materials & Supplies	1,219.00	0.00	1,219.00	240.25	0.00	978.75
A 2810.451-0000	Guidance Testing and Materials	1,195.00	964.00	2,159.00	0.00	1,188.00	971.00
<b>2810</b>	<b>GUIDANCE - REGULAR SCHOOL</b>	<b>60,549.00</b>	<b>964.00</b>	<b>61,513.00</b>	<b>3,653.01</b>	<b>1,188.00</b>	<b>56,671.99</b>
A 2815.160-0000	Support Staff Salaries	30,380.00	0.00	30,380.00	0.00	0.00	30,380.00
A 2815.400-0000	Health Contractual	6,800.00	0.00	6,800.00	0.00	0.00	6,800.00
A 2815.450-0000	Health Materials & Supplies	1,828.00	0.00	1,828.00	0.00	0.00	1,828.00
<b>2815</b>	<b>HEALTH SERVICES - REGULAR SCHOOL</b>	<b>39,008.00</b>	<b>0.00</b>	<b>39,008.00</b>	<b>0.00</b>	<b>0.00</b>	<b>39,008.00</b>
A 2820.400-0000	Psychologist Contractual	40,000.00	0.00	40,000.00	0.00	0.00	40,000.00
A 2820.450-0000	Psychologist Materials & Supplies	1,150.00	0.00	1,150.00	1,030.16	0.00	119.84
<b>2820</b>	<b>PSYCHOLOGICAL SERVICES - REGULAR SCHOOL</b>	<b>41,150.00</b>	<b>0.00</b>	<b>41,150.00</b>	<b>1,030.16</b>	<b>0.00</b>	<b>40,119.84</b>
A 2825.400-0000	Contractual	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
<b>2825</b>	<b>SOCIAL WORK SERVICES - REGULAR SCHOOL</b>	<b>6,000.00</b>	<b>0.00</b>	<b>6,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,000.00</b>
A 2850.150-0000	Co-curricular Salaries	21,394.00	0.00	21,394.00	0.00	0.00	21,394.00
A 2850.450-0000	Co-curricular Materials & Supplies	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<b>2850</b>	<b>CO-CURRICULAR ACTIVITIES - REGULAR SCHOOL</b>	<b>22,394.00</b>	<b>0.00</b>	<b>22,394.00</b>	<b>0.00</b>	<b>0.00</b>	<b>22,394.00</b>
A 2855.150-0000	Interscholastic Salaries	20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
A 2855.200-0000	Interscholastic Equipment	10,000.00	0.00	10,000.00	3,647.75	3,896.06	2,456.19
A 2855.400-0000	Interscholastic Contractual	10,500.00	0.00	10,500.00	0.00	245.00	10,255.00
A 2855.450-0000	Interscholastic Materials & Supplies	3,000.00	0.00	3,000.00	605.00	17.48	2,377.52



# LONG LAKE CSD

Appropriation Status Detail Report By Function From 7/1/2018 To 6/30/2019



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2855.490-0000	BOCES Interscholastic	500.00	0.00	500.00	0.00	0.00	500.00
2855	INTERSCHOLASTIC ATHLETICS - REGULAR SCHOOL	44,000.00	0.00	44,000.00	4,252.75	4,158.54	35,588.71
28		217,601.00	964.00	218,565.00	8,935.92	5,346.54	204,282.54
2		1,750,843.00	1,661.64	1,752,504.64	46,489.61	11,979.34	1,694,035.69
A 5510.160-0000	Transportation Salaries	78,399.00	0.00	78,399.00	7,189.97	0.00	71,209.03
A 5510.400-0000	Transportation Contractual	14,000.00	0.00	14,000.00	5,527.85	0.00	8,472.15
A 5510.450-0000	Transportation Materials & Supplies Misc	500.00	0.00	500.00	0.00	0.00	500.00
A 5510.451-0000	Diesel/Gasoline	18,000.00	0.00	18,000.00	367.72	0.00	17,632.28
A 5510.452-0000	Tires	2,500.00	0.00	2,500.00	413.28	0.00	2,086.72
A 5510.453-0000	Parts	7,500.00	0.00	7,500.00	670.11	0.00	6,829.89
A 5510.454-0000	Labor	13,000.00	0.00	13,000.00	1,314.55	0.00	11,685.45
A 5510.455-0000	Oil	0.00	0.00	0.00	49.39	0.00	-49.39
A 5510.490-0000	BOCES Contractual	1,300.00	0.00	1,300.00	0.00	0.00	1,300.00
5510	DISTRICT TRANSPORTATION SERVICES	135,199.00	0.00	135,199.00	15,532.87	0.00	119,666.13
55		135,199.00	0.00	135,199.00	15,532.87	0.00	119,666.13
5		135,199.00	0.00	135,199.00	15,532.87	0.00	119,666.13
A 9010.800-0000	NYS Retirement	56,000.00	0.00	56,000.00	-11,000.00	0.00	67,000.00
9010	STATE RETIREMENT	56,000.00	0.00	56,000.00	-11,000.00	0.00	67,000.00
A 9020.800-0000	Teacher Retirement	145,000.00	0.00	145,000.00	-125,170.03	0.00	270,170.03
9020	TEACHERS' RETIREMENT	145,000.00	0.00	145,000.00	-125,170.03	0.00	270,170.03
A 9030.800-0000	Social Security	130,741.00	0.00	130,741.00	6,503.67	0.00	124,237.33
9030	SOCIAL SECURITY	130,741.00	0.00	130,741.00	6,503.67	0.00	124,237.33
A 9040.800-0000	Worker Compensation	13,000.00	0.00	13,000.00	6,039.00	0.00	6,961.00
9040	WORKERS' COMPENSATION	13,000.00	0.00	13,000.00	6,039.00	0.00	6,961.00
A 9050.800-0000	Unemployment	20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
9050	UNEMPLOYMENT INSURANCE	20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
A 9055.800-0000	Disability Plan	4,000.00	0.00	4,000.00	246.85	0.00	3,753.15
9055	DISABILITY INSURANCE	4,000.00	0.00	4,000.00	246.85	0.00	3,753.15
A 9060.800-0000	Hospitalization	984,540.00	0.00	984,540.00	224,758.03	0.00	759,781.97
9060	HOSPITAL, MEDICAL & DENTAL INSURANCE	984,540.00	0.00	984,540.00	224,758.03	0.00	759,781.97
90		1,353,281.00	0.00	1,353,281.00	101,377.52	0.00	1,251,903.48
A 9901.930-0000	Transfer to School Food Svc Fund	102,605.00	0.00	102,605.00	0.00	0.00	102,605.00

# LONG LAKE CSD

Appropriation Status Detail Report By Function From 7/1/2018 To 6/30/2019



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
9901	TRANSFERS TO FUNDS	*	102,605.00	0.00	102,605.00	0.00	0.00	102,605.00
99		**	102,605.00	0.00	102,605.00	0.00	0.00	102,605.00
9		***	1,455,886.00	0.00	1,455,886.00	101,377.52	0.00	1,354,508.48
Fund A Totals:			4,067,872.00	2,427.20	4,070,299.20	273,578.08	27,919.58	3,768,801.54
Grand Totals:			4,067,872.00	2,427.20	4,070,299.20	273,578.08	27,919.58	3,768,801.54

# LONG LAKE CSD

Appropriation Status Detail Report By Function From 7/1/2018 To 6/30/2019



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
C 2860.160-0000	Cafeteria Salaries	57,778.00	0.00	57,778.00	2,492.09	0.00	55,285.91
C 2860.400-0000	Cafeteria Contractual	3,000.00	0.00	3,000.00	461.50	0.00	2,538.50
C 2860.410-0000	Cafeteria Food	30,000.00	0.00	30,000.00	1,050.50	3,000.00	25,949.50
C 2860.450-0000	Cafeteria Materials & Supplies	2,500.00	0.00	2,500.00	51.81	1,763.52	684.67
<b>2860</b>	<b>SCHOOL FOOD SERVICE</b>	<b>93,278.00</b>	<b>0.00</b>	<b>93,278.00</b>	<b>4,055.90</b>	<b>4,763.52</b>	<b>84,458.58</b>
<b>28</b>		<b>93,278.00</b>	<b>0.00</b>	<b>93,278.00</b>	<b>4,055.90</b>	<b>4,763.52</b>	<b>84,458.58</b>
<b>2</b>		<b>93,278.00</b>	<b>0.00</b>	<b>93,278.00</b>	<b>4,055.90</b>	<b>4,763.52</b>	<b>84,458.58</b>
C 9010.800-0000	Cafeteria Employees Retirement	9,500.00	0.00	9,500.00	-2,000.00	0.00	11,500.00
<b>9010</b>	<b>STATE RETIREMENT</b>	<b>9,500.00</b>	<b>0.00</b>	<b>9,500.00</b>	<b>-2,000.00</b>	<b>0.00</b>	<b>11,500.00</b>
C 9030.800-0000	Cafeteria Social Security	4,420.00	0.00	4,420.00	0.00	0.00	4,420.00
<b>9030</b>	<b>SOCIAL SECURITY</b>	<b>4,420.00</b>	<b>0.00</b>	<b>4,420.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,420.00</b>
C 9060.800-0000	Cafeteria Health Insurance	30,107.00	0.00	30,107.00	0.00	0.00	30,107.00
<b>9060</b>	<b>HOSPITAL, MEDICAL &amp; DENTAL INSURANCE</b>	<b>30,107.00</b>	<b>0.00</b>	<b>30,107.00</b>	<b>0.00</b>	<b>0.00</b>	<b>30,107.00</b>
<b>90</b>		<b>44,027.00</b>	<b>0.00</b>	<b>44,027.00</b>	<b>-2,000.00</b>	<b>0.00</b>	<b>46,027.00</b>
<b>9</b>		<b>44,027.00</b>	<b>0.00</b>	<b>44,027.00</b>	<b>-2,000.00</b>	<b>0.00</b>	<b>46,027.00</b>
	<b>Fund CTotals:</b>	<b>137,305.00</b>	<b>0.00</b>	<b>137,305.00</b>	<b>2,055.90</b>	<b>4,763.52</b>	<b>130,485.58</b>
	<b>Grand Totals:</b>	<b>137,305.00</b>	<b>0.00</b>	<b>137,305.00</b>	<b>2,055.90</b>	<b>4,763.52</b>	<b>130,485.58</b>

# LONG LAKE CSD

Revenue Status Report From 7/1/2018 To 6/30/2019



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
C 1440 B	Breakfast - Student Sale of Meals	2,500.00	0.00	2,500.00	15.45	2,484.55
C 1440 L	Lunch - Student Sale of Meals	9,500.00	0.00	9,500.00	34.15	9,465.85
C 1445 L	A La Carte Sales	2,000.00	0.00	2,000.00	0.00	2,000.00
C 2401	Interest and Earnings	0.00	0.00	0.00	0.22	-0.22
C 3190 FB	Breakfast - Federal Reimbursement	5,500.00	0.00	5,500.00	0.00	5,500.00
C 3190 FL	Lunch - Federal Reimbursement	12,000.00	0.00	12,000.00	0.00	12,000.00
C 3190 FS	Snack - Federal Reimbursement	750.00	0.00	750.00	0.00	750.00
C 3190 SB	Breakfast - State Reimbursement	250.00	0.00	250.00	0.00	250.00
C 3190 SL	Lunch - State Reimbursement	400.00	0.00	400.00	0.00	400.00
C 4190	USDA Surplus Food	1,800.00	0.00	1,800.00	0.00	1,800.00
C 5031	Interfund Transfer	102,605.00	0.00	102,605.00	0.00	102,605.00
<b>C Totals:</b>		<b>137,305.00</b>	<b>0.00</b>	<b>137,305.00</b>	<b>49.82</b>	<b>137,255.18</b>
<b>Grand Totals:</b>		<b>137,305.00</b>	<b>0.00</b>	<b>137,305.00</b>	<b>49.82</b>	<b>137,255.18</b>

# LONG LAKE CSD

## Budget Transfer Schedule Report For A - 1: Budget Transfer



Ref Number	Date	Budget Transfer Description	Detail Description	Approval Status	Transfer Out	Transfer In
Account	Account Description					
88	08/29/2018	TRANSFER TO COVER SPECIAL ED SUPPORT SALARIES FOR TEACHERS AIDE		Not Required		
A 2250.160-0000	Non Instructional Salaries			Needs BOE Approval		17,400.00
A 2250.490-0000	BOCES Services				17,400.00	
89	08/31/2018	TRANSFER TO COVER SICK LEAVE PAYOUT UPON RETIREMENT. NOT BUDGETED FOR		Not Required		
A 2110.130-0000	Teaching 7-12 Salaries			Needs BOE Approval	6,575.00	6,575.00
A 2110.180-0000	Leave Sellback					
90	08/31/2018	TRANSFER TO COVER SHORTAGES		Not Required		
A 2110.450-0000	Teaching Materials & Supplies				135.00	30.00
A 2110.451-9000	Math					105.00
A 2110.456-0000	Elementary - Grade 5/6					
Number of Budget Transfers: 3					Grand Totals:	24,110.00
Account Distribution Totals					Net Amount:	0.00

Account	Description	Debits	Credits
A 2110.130-0000	Teaching 7-12 Salaries	6,575.00	0.00
A 2110.180-0000	Leave Sellback	0.00	6,575.00
A 2110.450-0000	Teaching Materials & Supplies	135.00	0.00
A 2110.451-9000	Math	0.00	30.00
A 2110.456-0000	Elementary - Grade 5/6	0.00	105.00
A 2250.160-0000	Non Instructional Salaries	0.00	17,400.00
A 2250.490-0000	BOCES Services	17,400.00	0.00
Fund A Totals:		24,110.00	24,110.00
Grand Totals:		24,110.00	24,110.00

# LONG LAKE CSD

## Check Warrant Report For A - 3: Cash Disbursement-August 2018 For Dates 8/1/2018 - 8/31/2018

IVD -

NVISION

Check #	Check Date	Vendor ID	Vendor Name	Check Description	PO Number	Check Amount
14960	08/01/2018	3779	MARLIN LEASING CORP	COPIER LEASE		96.77
14961	08/01/2018	3259	FIRST UNUM LIFE INSURANCE CO.	AUGUST DISABILITY INSURANCE		236.86
14962	08/01/2018	4605	XEROX FINANCIAL SERVICES	COPIER LEASE PAYMENT		210.00
14963	08/09/2018	4634	FASIEHUL HAQ	MILEAGE		171.13
14964	08/09/2018	2565	HILLYARD INC.	FLOOR WAX	190046	1,067.26
14965	08/09/2018	4205	PEARSON-PSYCH CORP	PSYCHOLOGIST TESTS	190026	1,030.16
14966	08/09/2018	3822	VOYAGER SOPRIS LEARNING	SPECIAL ED SUPPLIES	190034	147.18
14967	08/09/2018	4485	SADDLEBACK EDUCATIONAL PUBLISHING	SPECIAL ED SUPPLIES	190033	127.96
14968	08/09/2018	4432	CAMFIL USA INC	UNIVENT FILTERS	190029	452.54
14969	08/09/2018	4118	CONTRACT PAPER GROUP INC.	COPY PAPER	190041	1,128.00
14970	08/09/2018	3050	PEARSON EDUCATION	GRADE 2 SUPPLIES	190027	189.07
14971	08/09/2018	3050	PEARSON EDUCATION	GRADE K SUPPLIES	190025	117.35
14972	08/09/2018	1840	GRAINGER	FAUCETS	190042	139.42
14973	08/09/2018	3064	TRI-LAKES 3HREE PRESS CORP.			669.78
14974	08/09/2018	3524	TOPICAL BOOK REVIEW	SCIENCE REFERENCE TABLES	190037	198.40
14975	08/09/2018	4141	NOELLE SHORT			93.97
14976	08/09/2018	2697	DICK BLICK	ART SUPPLIES	180303	34.79
14977	08/09/2018	2676	SMITH'S SEWAGE SERVICE	SEPTIC PUMP	190028	600.00
14978	08/09/2018	2279	F-E-H BOCES TREASURER			5,094.64
14979	08/09/2018	3050	PEARSON EDUCATION		190024	188.74
14980	08/09/2018	2560	SCHOOL SPECIALTY	PLAN BOOKS	190044	31.36
14981	08/09/2018	1100	NASCO	ELEM SPEC ED SUPPLIES	190062	99.90
14982	08/09/2018	2819	MCCLARY MEDIA INC.	HELP WANTED AD-TA		32.14
14983	08/09/2018	2004	FORTUNE'S HARDWARE	CUSTODIAL SUPPLIES	190015	97.08
14984	08/09/2018	4525	SLIC NETWORK SOLUTIONS	CABLE TV-AUGUST		122.65
14985	08/09/2018	4411	NYSMEC	ELECTRIC INSTALLMENT 2		3,879.12
14986	08/09/2018	1288	XEROX CORPORATION	COPIER CHARGES-AUGUST		26.73
14987	08/09/2018	3217	FRONTIER	TELEPHONE CHARGES		383.93
14988	08/09/2018	1913	TUPPER LAKE SUPPLY CO.	CUSTODIAL SUPPLIES	190011	49.00
14989	08/09/2018	4579	ANNESE	MERKI LICENSE 3, YEARS 8/1/18-7/31/21	190060	1,534.16
14990	08/09/2018	1485	INDUSTRIAL APPRAISAL COMPANY	PROPERTY RECORD REPORT-INVENTORY	180289	145.00
14991	08/09/2018	3708	SHIFFLER	RISERS-2	190039	1,566.34
14992	08/09/2018	4418	MEDIA FLEX, INC	LIBRARY AUTOMATION 9/1/18-8/31/19	190070	750.00
14993	08/09/2018	1138	DISCOUNT MAGAZINE SUB. SERVICE		190075	326.61

# LONG LAKE CSD

## Check Warrant Report For A - 3: Cash Disbursement-August 2018 For Dates 8/1/2018 - 8/31/2018



Check #	Check Date	Vendor ID	Vendor Name	Check Description	PO Number	Check Amount
14994	08/09/2018	2878	EVERSAN	GYM SCORE CLOCK	190005	4,647.75
14995	08/09/2018	3510	TEACHER DIRECT	GRADE 2 SUPPLIES	190048	228.64
14996	08/09/2018	1943	ORIENTAL TRADING CO.	GRADE 2 SUPPLIES	190049	121.92
14997	08/09/2018	1926	LAKESHORE LEARNING MATERIALS		190051	426.48
14998	08/09/2018	3794	MUSICIAN'S FRIEND INC.	DRUM SET, MUSIC SUPPLIES	190047	846.14
14999	08/09/2018	4486	VERNIER SOFTWARE & TECHNOLOGY	SCIENCE SUPPLIES	190036	102.68
15000	08/09/2018	4633	STORE SMART	MATH SUPPLIES	190057	65.15
15001	08/09/2018	2965	DISCOUNT SCHOOL SUPPLIES		190059	291.67
15002	08/09/2018	4631	e3 AUDIOMEDTRIC TECHNOLOGY	CALIBRATE AUDIOMETER	190023	108.00
15003	08/09/2018	1709	QUILL	GENERAL SUPPLIES	190052	2,869.36
15004	08/09/2018	1360	HAMILTON COUNTY TREASURER	GAS/DIESEL JULY		367.72
15005	08/09/2018	4426	SCHOOL MATE	SCHOOL PLANNERS	190040	240.25
15006	08/09/2018	4353	HIGH NOON BOOKS	SPECIAL ED BOOKS	190035	157.60
15007	08/09/2018	4606	NORTH COUNTRY XEROGRAPHICS, INC.	COPIER CHARGES		30.84
15008	08/09/2018	2551	LELAND PAPER CO.	CUSTODIAL SUPPLIES	190012	194.03
15009	08/09/2018	4629	THE POST STAR	HELP WANTED AD-TECH TEACHER		197.74
15010	08/09/2018	2988	GIRVIN & FERLAZZO, P.C.	LEGAL RETAINER		600.00
15011	08/23/2018	2742	TUPPER LAKE CENTRAL SCHOOL			3,247.18
15012	08/23/2018	4141	NOELLE SHORT	MILEAGE 8/15, 8/16		17.22
15013	08/23/2018	4618	DOCTEUR ENVIRONMENTAL	REPROGRAM FUEL TANK MONITOR		375.00
15014	08/23/2018	3292	DAY WHOLESALE INC.	WATER	190045	51.00
15015	08/23/2018	1287	TUPPER LAKE FREE PRESS	LIBRARY SUBSCRIPTION 8/31/18-8/31/19		44.00
15016	08/23/2018	1369	NCC SYSTEMS INC.			961.00
15017	08/23/2018	2965	DISCOUNT SCHOOL SUPPLIES	GRADE 5/6 SUPPLIES	190055	321.78
15018	08/23/2018	4014	TBS	CONTROLS MTNCE CONTRACT 7/1/18-6/30/19	190067	3,968.00
15019	08/23/2018	3926	PIONEER ATHLETICS	FIELD MARKING PAINT	190081	302.50
15020	08/23/2018	3194	REALLY GOOD STUFF		190061	343.06
15021	08/23/2018	1409	HILL ELECTRIC SUPPLY CO. INC.	ELECTRICAL SUPPLIES	190010	273.65
15022	08/23/2018	3000	CLASSROOM DIRECT	GRADE 1 SUPPLIES	190063	111.71
15023	08/23/2018	1143	DEMCO	LIBRARY SUPPLIES	190077	78.25
15024	08/23/2018	4199	NYS EMPLOYEES' HEALTH INSURANCE	SEPTEMBER HEALTH INSURANCE		68,236.17
15025	08/23/2018	4425	VERIZON	CELL PHONE		27.77
15026	08/23/2018	3825	AMAZON		190080	1,267.42
15027	08/29/2018	3259	FIRST UNUM LIFE INSURANCE CO.	SEPTEMBER DISABILITY INSURANCE		246.85

## LONG LAKE CSD

## Check Warrant Report For A - 3: Cash Disbursement-August 2018 For Dates 8/1/2018 - 8/31/2018



Check #	Check Date	Vendor ID	Vendor Name	Check Description	PO Number	Check Amount
15028	08/29/2018	4605	XEROX FINANCIAL SERVICES	COPER LEASE PAYMENT		210.00
15029	08/29/2018	3779	MARLIN LEASING CORP	COPIER LEASE		96.77
15030	08/29/2018	4636	BLUE LINE ELECTRICAL SERVICES	ELECTRICAL REPAIRS/SPEAKERS		791.40
15031	08/29/2018	2697	DICK BLICK	ART SUPPLIES	190056	1,332.85
Number of Transactions: 72						
Warrant Total:						114,837.59
Vendor Portion:						114,837.59

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 72 in number, in the total amount of \$ 114,837.59 You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/30/18 Noelle J. Short  
Date SUPERINTENDENT

## Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 114,837.59 You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/30/18 Jerome S. Flanagan  
Date CLAIMS AUDITOR



## LONG LAKE CSD

## Check Warrant Report For C - 2: Cash Disbursement-August 2018 For Dates 8/1/2018 - 8/31/2018



Check #	Check Date	Vendor ID	Vendor Name	Check Description	PO Number	Check Amount
2188	08/09/2018	4277	HEARTLAND PAYMENT SYSTEMS INC	NUTRIKIDS SUBSCRIPTION 8/1/18-7/31/19	190030	356.50
2129	08/23/2018	1369	NCC SYSTEMS INC.	ANSUL SYSTEM CHECK		105.00

Number of Transactions: 2

Warrant Total: 461.50

Vendor Portion: 461.50

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 2 in number, in the total amount of \$ 461.50. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/30/18      Noel H. Shat  
Date                      SUPERINTENDENT

## Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 461.50. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/30/18      James S. Flanagan  
Date                      CLAIMS AUDITOR

**BUDGET PLANNING DATES FOR  
SCHOOL YEAR 2018-2019  
FOR 2019-2020 BUDGET**

<b>BUDGET CALENDAR</b>	<b>PRESENTATION</b>
September 13, 2018 BOE Mtg.	Present budget calendar for Board approval.
December 13, 2018 BOE Mtg.	Budget assumptions/priorities reviewed.
December, 2018	Request from employees large budgetary needs by 12/31/18
January 10, 2019 BOE Mtg.	Draft budget presented. Budget assumptions and priorities reviewed.
February 13, 2019 BOE Mtg.	Budget revisions.
February, 2019	Meet with various teachers to review budgetary needs.
March 1, 2019	Submission of tax levy limit to NYS.
March 14, 2019 BOE Mtg.	Budget revisions
April 3/4, 2019	First publication of budget legal notice. Legal notices to be published 4 times with first notice at least 45 days prior to vote. (45 days before vote is 4/6/19).
April 11, 2019 BOE Mtg.	Final budget adoption by Board (must be adopted by 4/26/19). Property Tax Report card submitted to newspapers. Appoint election and alternate election inspectors.
April 22, 2019	Board of Education seat petitions due today.
May 14, 2019 BOE Mtg. (note: Tuesday mtg. date)	Budget hearing same night as board meeting. Mail budget notice to voters after budget hearing but at least 6 days prior to budget vote (mail on 5/15/19).
May 21, 2019	Budget, Proposition and Board of Education vote.

Approved by Board of Education \_\_\_\_\_



# Long Lake

CENTRAL SCHOOL DISTRICT

Long Lake Central School  
20 School Lane  
P.O. Box 217  
Long Lake, New York 12847

P 518/624-2221

F 518/624-3896

W [www.longlakecsd.org](http://www.longlakecsd.org)

TO: Board of Education

FROM: Vickie Snide

*Vickie*

RE: 403b Plan Document

DATE: August 9, 2018

**Board of Education**

**Brian Penrose**

*President*

**Michael Farrell**

*Vice President*

**Alexandria Harris**

**Trisha Hosley**

**Frederick Short**

**Superintendent/Principal**

Noelle J. Short

[nshort@longlakecsd.org](mailto:nshort@longlakecsd.org)

**Business Manager**

Victoria J. Snide

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**Treasurer**

Lisa Walker

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**School Counselor**

Elisha Pylman

[epylman@longlakecsd.org](mailto:epylman@longlakecsd.org)

I am requesting your approval of the attached Plan Document for our 403b Tax Deferred Annuity Program. All 403b plans need to have a plan document for IRS purposes. Our current Plan Document was approved by the Board of Education November 13, 2008, however IRS rules have changed over the years and our current document needed to be re-stated. VOYA, the company that provided us with our current 403b plan document, has provided a template of a new IRS pre-approved 403b plan document for us. The company worked with me to complete the document to fit our school program.

**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 Voya Retirement Insurance and Annuity Company 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: Long Lake Central School District

Address: P.O. Box 217, 20 School Lane

City Long Lake State New York Zip 12847

Telephone: (518) 624-2221

EIN: 14-6001640

**(b) Plan Information**

Plan name: Long Lake Central School District 403b Plan

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

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

- (1) ☒ **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: Long Lake Central School District

Address: P.O. Box 217, 20 School Lane

City Long Lake State New York Zip 12847

Telephone: (518) 624-2221

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).

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: \_\_\_\_\_.
- (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) January 1, 2009 (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) ☒ January 1, 2010 (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.):

	<u>Name of merging plan</u>	<u>Merger date</u>	<u>Restated Effective Date</u>	<u>Original Effective Date</u>
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.]

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) <input type="checkbox"/> <b>No exclusions.</b> No exclusions as to the designated Contribution Type.	N/A (See Election 7(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> <b>Non-Resident Aliens.</b> See Section 1.35(B).	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> <b>Employees who normally work less than 20 hours per week.</b> See Section 1.35(E) (e.g., if any such excluded Employee actually completes a Year of Service).	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> <b>Student Employees.</b> See Section 1.35(C) (i.e., students enrolled in the entity sponsoring this Plan).	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> <b>Other Employer plan.</b> Employees who are eligible to participate in another plan of the Employer which is a (Choose one or more of a, through c.):	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. <input type="checkbox"/> 401(k) plan					
b. <input type="checkbox"/> 403(b) plan					
c. <input type="checkbox"/> governmental 457(b) plan					

- |     |   |     |     |                          |                          |                          |
|-----|---|-----|-----|--------------------------|--------------------------|--------------------------|
| (i) | <input type="checkbox"/> <b>Collective Bargaining (union) Employees.</b><br>See Section 1.35(A).    | N/A | N/A | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (j) | <input type="checkbox"/> <b>Highly Compensated Employees.</b><br>See Section 1.39.                  | N/A | N/A | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (k) | <input type="checkbox"/> <b>Per Diem Employees.</b>   | N/A | N/A | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (l) | <input type="checkbox"/> <b>Describe exclusion:</b> _____   | N/A | N/A | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (m) | <input type="checkbox"/> <b>Describe exclusion:</b> _____<br>(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)<br>All<br>Contributions         | (2)<br>Elective<br>Deferrals | (3)<br>Matching          | (4)<br>Nonelective       | (5)<br>Employee/<br>Mandatory |
|--|-------------------------------------|------------------------------|--------------------------|--------------------------|-------------------------------|
| (a) <input checked="" type="checkbox"/> <b>W-2 wages increased by Elective Deferrals.</b>                            | <input checked="" type="checkbox"/> | OR                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>      |
| (b) <input type="checkbox"/> <b>Code §3401 federal income tax withholding wages increased by Elective Deferrals.</b> | <input type="checkbox"/>            | OR                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>      |
| (c) <input type="checkbox"/> <b>415 Compensation.</b>  | <input type="checkbox"/>            | OR                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>      |
| (d) <input type="checkbox"/> <b>Describe Compensation by Contribution Type or by Participant Group:</b> _____        | <input type="checkbox"/>            | OR                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>      |
| (e) <input type="checkbox"/> <b>Describe Compensation by Contribution Type or by Participant Group:</b> _____        |                                     |                              |                          |                          |                               |

[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) <input type="checkbox"/> <b>Allocate based on specified 12-month period.</b><br>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:<br>_____ | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|----|--------------------------|--------------------------|--------------------------|

9. **PRE-ENTRY/POST-SEVERANCE COMPENSATION (1.11(II)(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).]

<b>Pre-Entry Compensation</b> (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)	<input checked="" type="checkbox"/> <b>Plan Year.</b> 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.]	<input checked="" type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b)	<input type="checkbox"/> <b>Participating Compensation.</b> Only Participating Compensation. See Section 1.11(H)(1).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c)	<input type="checkbox"/> <b>Describe Pre-Entry Compensation</b>	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[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.):

<b>Post-Severance Compensation:</b>		(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(h)	<input type="checkbox"/> <b>None.</b> 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))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i)	<input type="checkbox"/> <b>Exclude All.</b> 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).]	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j)	<input type="checkbox"/> <b>Regular Pay.</b> 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).]	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k)	<input type="checkbox"/> <b>Leave cash-out.</b> Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(I)(1)(b).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



- (l) ☐ ☐ **Deferred Compensation.** Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(f)(1)(c). ☐ ☐ **OR** ☐ ☐ ☐ ☐ ☐ ☐
- (m) ☐ ☐ **Salary continuation for disabled Participants.** Include Post-Severance Compensation composed of salary continuation for disabled Participants. See Section 1.11(f)(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 (n).):
- (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) <input type="checkbox"/> <b>No exclusions.</b> No exclusion as to the designated Contribution Type(s). (See Election 10(a))	N/A	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
(e) <input type="checkbox"/> <b>Elective Deferrals.</b> 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	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
(f) <input type="checkbox"/> <b>Fringe benefits.</b> 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).	<input type="checkbox"/> <input type="checkbox"/> <b>OR</b> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

(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. HOURS OF SERVICE (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) [X] Actual (hourly) Method.	[X]	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).]

12. **ELECTIVE SERVICE CREDITING (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) ☒ **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) ( <i>Choose one or more</i> ):	(1) All Purposes	(2) Eligibility	(3) Vesting	(4) Allocation Conditions
a. <input type="checkbox"/> <b>Employer:</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. <input type="checkbox"/> <b>Employer:</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. <input type="checkbox"/> <b>Employer:</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> <b>Type of Predecessor.</b> Credit service with any Predecessor Employer which is ( <i>Choose one or more of i. – vi.</i> ):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. <input type="checkbox"/> <b>An Educational Organization.</b>				
ii. <input type="checkbox"/> <b>An Educational Organization providing post-secondary education.</b>				
iii. <input type="checkbox"/> <b>An Eligible Employer.</b>				
iv. <input type="checkbox"/> <b>A Church-Related Organization.</b>				
v. <input type="checkbox"/> <b>A nonprofit research institution.</b>				
vi. <input type="checkbox"/> <b>Other:</b> _____ ( <i>specify organization type</i> )				
(2) <input type="checkbox"/> <b>Time period.</b> 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 ( <i>Choose a. and/or b. if applicable</i> ):				
a. <input type="checkbox"/> <b>Service after.</b> All service, which is or was rendered after: _____ ( <i>specify date</i> ).				
b. <input type="checkbox"/> <b>Service before.</b> All service, which is or was rendered before: _____ ( <i>specify date</i> ).				
(3) <input type="checkbox"/> <b>Describe elective Predecessor Employer Service crediting:</b>				

[*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. **ELIGIBILITY/ELECTIVE DEFERRALS (Universal Availability) (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(i) is elected or the Employer is a Church.*]

14. **ELIGIBILITY NONELECTIVE/MATCHING/EMPLOYEE CONTRIBUTIONS (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).*]

## Employer Contributions and Elective Deferrals 403(b)

	(1) All Applicable Contributions		(2) Matching		(3) Nonelective		(4) Employee/ Mandatory
(a) <input type="checkbox"/> <b>None.</b> Entry on Employment Commencement Date or if later, upon the next following Entry Date	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(b) <input type="checkbox"/> <b>Age:</b> _____ (See the Minimum Age Note)	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(c) <input type="checkbox"/> <b>One Year of Service.</b>	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(d) <input type="checkbox"/> <b>Two Years of Service</b> (without an intervening Break in Service.)	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(e) <input checked="" type="checkbox"/> <b>10 Years of Service</b> (without an intervening Break in Service. Do not use for an ERISA Plan.)	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>
(f) <input type="checkbox"/> _____ <b>months</b> (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).	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(g) <input type="checkbox"/> _____ <b>month period</b> (not to exceed 12) from the Eligible Employee's employment commencement date and during which at least _____ <b>Hours of Service</b> 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) ):	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(1) <input type="checkbox"/> <b>Consecutive.</b> Must be consecutive.							
(2) <input type="checkbox"/> <b>Not consecutive.</b> Need not be consecutive.							
(h) <input checked="" type="checkbox"/> <b>Describe eligibility conditions:</b> <u>Eligible to Retirement under Retirement System</u> <u>Guidelines</u>	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>

(i) ☐ **Describe eligibility conditions:** \_\_\_\_\_

[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.]

- (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. YEAR OF SERVICE - ELIGIBILITY (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. ENTRY DATE (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.]*

	(1) All Applicable Contributions	(2) Matching	(3) Nonelective	(4) Employee/ Mandatory
(a) <input type="checkbox"/> <input type="checkbox"/> <b>Semi-annual.</b> The first day of the first month and of the seventh month of the Plan Year.	<input type="checkbox"/> <input type="checkbox"/>	OR <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
(b) <input type="checkbox"/> <input type="checkbox"/> <b>First day of Plan Year.</b>	<input type="checkbox"/> <input type="checkbox"/>	OR <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
(c) <input type="checkbox"/> <input type="checkbox"/> <b>First day of each Plan Year quarter.</b>	<input type="checkbox"/> <input type="checkbox"/>	OR <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
(d) <input type="checkbox"/> <input type="checkbox"/> <b>The first day of each month.</b>	<input type="checkbox"/> <input type="checkbox"/>	OR <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
(e) <input checked="" type="checkbox"/> <input type="checkbox"/> <b>Immediate.</b> Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.	<input checked="" type="checkbox"/> <input type="checkbox"/>	OR <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

- (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.

- (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.]

(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:

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
1	3%
2	3%
3	4%
4	5%
5 and thereafter	6%

- c. ☐ **Other increasing schedule.** The Automatic Deferral Percentage will be:

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

- 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).



- (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. **AUTOMATIC ESCALATION (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. **CATCH-UP DEFERRALS (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.

**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 [S/% of Elective Deferrals]	(2) Limit on Deferrals Matched [S/% of Compensation]	(3) Limit on Match Amount [S/% 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) <input type="checkbox"/> <input type="checkbox"/> <b>Discretionary</b> - see Section 1.47(B) <i>(The Employer may, but is not required to complete (a)(1)-(6). See the "Note" following Election 22.)</i>	_____	_____	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
(b) <input type="checkbox"/> <input type="checkbox"/> <b>Fixed</b> - uniform rate/amount	_____	_____	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
(c) <input type="checkbox"/> <input type="checkbox"/> <b>Fixed</b> - tiered	_____	_____	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	<b>Elective Deferral %</b>	<b>Matching Rate</b>				
(e.g., up to 3)	_____ %	_____ %				
(e.g., more than 3 up to 5)	_____ %	_____ %				
	_____ %	_____ %				
	_____ %	_____ %				
(d) <input type="checkbox"/> <input type="checkbox"/> <b>Fixed</b> - Years of Service	_____	_____	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	<b>Years of Service</b>	<b>Matching Rate</b>				
(e.g., up to 2)	_____	_____ %				
(e.g., more than 2 up to 5)	_____	_____ %				
	_____	_____ %				
	_____	_____ %				
"Years of Service" under this Election 22(d) means <i>(Choose a. or b.):</i>						
a. <input type="checkbox"/> <input type="checkbox"/> <b>Eligibility.</b> Years of Service for eligibility in Election 15.						
b. <input type="checkbox"/> <input type="checkbox"/> <b>Vesting.</b> Years of Service for vesting in Elections 37 and 38.						
(e) <input type="checkbox"/> <input type="checkbox"/> <b>Fixed</b> - Based on age at end of period	_____	_____	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	<b>Age</b>	<b>Matching Rate</b>				
	_____	_____ %				
	_____	_____ %				
	_____	_____ %				
	_____	_____ %				
(f) <input type="checkbox"/> <input type="checkbox"/> <b>Fixed</b> - Job location or classification (must be objectively determinable)	_____	_____	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	<b>Location or Class</b>	<b>Matching Rate</b>				
	_____	_____ %				
	_____	_____ %				
	_____	_____ %				
	_____	_____ %				

(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 for 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) <input type="checkbox"/> <b>Match.</b> Will match the Catch-Up Deferrals.	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> <b>No Match.</b> Will not match the Catch-Up Deferrals.	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> <b>Describe.</b> _____ (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.

[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.

<u>Elective Deferral Percentage</u>		<u>Matching Rate</u>
(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:

(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.

<u>Elective Deferral Percentage</u>	<u>Matching Rate</u>
(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 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).*

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) ☐ **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 55 (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 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:** 50% of unused sick days, up to 200 days, at \$100/day  
*(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) ☐ **Describe:** \_\_\_\_\_

*[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.):*  
 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. **NONELECTIVE CONTRIBUTION ALLOCATION (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)(iii) 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%  
 (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(f)(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) ☐ **Describe:** \_\_\_\_\_  
*(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. **QNEC (PLAN-DESIGNATED) (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) ☒ **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. **ALLOCATION CONDITIONS (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) ☒ **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(h)(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(h)(7) may not impose an Hour of Service condition exceeding 1,000 Hours of Service in a Plan Year.]*

	(1) Matching, Nonelective and Forfeitures		(2) Matching	(3) Nonelective	(4) Forfeitures
(1) <input type="checkbox"/> <b>None.</b>	N/A (See Election 28(a))		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> <b>501 Hours of Service/terminees</b> (91 consecutive days if Elapsed Time). See Section 3.06(B)(1)(b).	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> <b>Last day of the Plan Year.</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> <b>Last day of the Election 28(c) time period.</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <input type="checkbox"/> <b>1,000 Hours of Service in the Plan Year</b> (182 consecutive days in Plan Year if Elapsed Time).	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- (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) ☐ ☐ **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.):*

			(1) Matching, Nonelective and Forfeitures	(2) Matching	(3) Nonelective	(4) Forfeitures
(1)	<input type="checkbox"/> <input type="checkbox"/> <b>Death.</b>	<input type="checkbox"/> <input type="checkbox"/> <b>OR</b>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
(2)	<input type="checkbox"/> <input type="checkbox"/> <b>Disability.</b>	<input type="checkbox"/> <input type="checkbox"/> <b>OR</b>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
(3)	<input type="checkbox"/> <input type="checkbox"/> <b>Normal Retirement Age.</b>	<input type="checkbox"/> <input type="checkbox"/> <b>OR</b>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
(4)	<input type="checkbox"/> <input type="checkbox"/> <b>Early Retirement Age.</b>	<input type="checkbox"/> <input type="checkbox"/> <b>OR</b>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

**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) <input type="checkbox"/> <b>Additional Nonelective.</b> Allocate as additional Discretionary Nonelective Contribution.	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> <b>Additional Match.</b> Allocate as additional Discretionary Matching Contribution.	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> <b>Reduce Nonelective.</b> Apply to Nonelective Contribution.	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> <b>Reduce Match.</b> Apply to Matching Contribution.	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> <b>Pro rata.</b> Allocate pro-rata based on Compensation.	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input checked="" type="checkbox"/> <b>Plan expenses.</b> Pay reasonable Plan expenses. (See Section 7.04(C).)	<input checked="" type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> <b>Describe:</b> _____ (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(h)(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 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 59 1/2. [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.**

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) <input type="checkbox"/> <input type="checkbox"/> Immediate vesting.	N/A		<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>													
(2) <input type="checkbox"/> <input type="checkbox"/> 6-year graded.	<input type="checkbox"/> <input type="checkbox"/>	OR	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>													
(3) <input type="checkbox"/> <input type="checkbox"/> 3-year cliff.	<input type="checkbox"/> <input type="checkbox"/>	OR	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>													
(4) <input type="checkbox"/> <input type="checkbox"/> Modified ERISA Schedule.	<input type="checkbox"/> <input type="checkbox"/>	OR	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>													
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(5) <input type="checkbox"/> <input type="checkbox"/> Modified non-ERISA Schedule.	<input type="checkbox"/> <input type="checkbox"/>	OR	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>													
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_____	_____ %																	
_____ 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:** \_\_\_\_\_

[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.**

- (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):** As provided under the Investment Arrangement Documentation.

[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. **IN-SERVICE DISTRIBUTIONS/EVENTS (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.]

			(1) All Contrib.	(2) Elective Deferrals	(3) Matching Contrib.	(4) Nonelective/ Mandatory	(5) Custodial Account	(6) QNECs	(7) Safe Harbor Contrib.
(1)	<input type="checkbox"/>	<b>None.</b> Except for Election 40(a) exceptions.	N/A (See Election 40(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<input checked="" type="checkbox"/>	<b>Age</b> (Choose one or more of a. through d.)							
a.	<input checked="" type="checkbox"/>	<b>Age 59 1/2</b> (must be at least 59 1/2).	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	<input type="checkbox"/>	<b>Age ____</b> (may be less than 59 1/2).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	N/A	N/A	N/A
c.	<input type="checkbox"/>	<b>Age and participation.</b> The Participant must have attained age ____ and completed ____ years of Plan participation or ____ Years of	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Service for purposes of vesting. (Fill in whichever blank applies.)

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

(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).
- (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. **JOINT AND SURVIVOR ANNUITY REQUIREMENTS (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. **PLAN LOANS (7.06).** The Employer makes the following elections regarding Plan Loans *(Choose (a) or (b))*:

- (a) ☐ ☐ **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. **ROLLOVER CONTRIBUTIONS (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) ☒ ☐ **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. **MULTIPLE EMPLOYER PLAN (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) ☒ ☐ **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)*.  
 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.]*

**Plan Execution**Employer: Long Lake Central School DistrictDate: [see electronic signature]Signed: [see electronic signature][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:

Name: Voya Retirement Insurance and Annuity CompanyAddress: One Orange WayWindsor Connecticut 06095Telephone: (860) 580-1643

## 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) ☒ **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(F)).** 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)*:** If this Plan is the first restatement onto a pre-approved 403(b) plan document, then although the Plan's restated Effective Date is a retroactive date, all optional elections within this Adoption Agreement reflect Plan provisions that are in effect on the first day of the Plan Year in which this Plan is restated unless otherwise specified in this Appendix A or elsewhere within the Plan. As to elections which may have been in effect on and after the Effective Date of the restatement and which are not reflected in this Plan, see the Plan as in effect prior to its restatement.
- (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: \_\_\_\_.

## 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) ☐ **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.

- 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-rata based on days, the Plan Administrator (*Choose a. or b.*):
- a. ☐ ☐ **No pro-rata.** Will *not* pro-rate Hours of Service in any short allocation period.
  - b. ☐ ☐ **Pro-rata 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.
- (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 §41 1(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)*.
  - (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))*
  - (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(II)).** 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.
- (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.

(i) ☐ **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) ☐ \_\_\_\_\_



**APPENDIX C**  
**TABLE I: ACTUARIAL FACTORS**  
 UP-1984, Without Setback

Number of years from attained age at the end of Plan Year until <u>Normal Retirement Age</u>	<u>7.50%</u>	<u>8.00%</u>	<u>8.50%</u>
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.

**APPENDIX C**  
**TABLE II: ADJUSTMENT TO ACTUARIAL FACTORS FOR NORMAL RETIREMENT AGE**  
**OTHER THAN 65**  
 UP-1984  
 Without Setback

<u>Normal Retirement Age</u>	<u>7.50%</u>	<u>8.00%</u>	<u>8.50%</u>
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.

## 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. Voya Retirement Insurance and Annuity Company - Annuity Contracts
2. AXA Equitable - Annuity Contracts
3. Ameriprise Financial Services - Annuity Contracts
4. Lincoln Investment Planning Inc. - Annuity Contracts
5. Oppenheimer Funds - Custodial Accounts
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. \_\_\_\_\_

**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	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
b. Determine participant vested percentages	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
c. Determining whether deferrals comply with plan limits and are correctly calculated	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. Determining accuracy of matching contributions	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. Determining whether hardship distributions and loans (if any) comply with plan requirements	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
f. Make determinations regarding rollovers and transfers	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
g. Determining the status of domestic relations orders	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
h. Determining whether the plan complies with Code §403(b), taking into account the rules concerning Related Employers	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
i. Determining employer status (e.g., type of employer, related employer status, QCCO status)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
j. Remitting contributions	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
k. Delivery of participant notice	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
l. Maintain employee records	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
m. Review and process claims	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
n. Communication with vendor(s)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
o. Describe: <u>Delegated to: planwithease.com; Services Performed: Administrative services as outlined in the planwithease.com services agreement</u>				

*[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: \_\_\_\_\_

### 403(b) ADOPTION AGREEMENT ADMINISTRATIVE PROCEDURES ADDENDUM

The following are optional administrative provisions. The Plan Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

- AP1. **PLAN LOAN PROVISIONS (7.06).** Note: For plans subject to ERISA, the loan program required by the DOL will override any inconsistent selections made below. (Complete this question only if loans to Participants are permitted (i.e., if option 43(b) of the Adoption Agreement has been selected). Choose all that apply.
- (a) ☐ **Limitation of Loan Amount.** A Participant (Choose (1) or (2)):
- (1) ☐ May not borrow less than \$1,000 in any single loan.
- (2) ☐ May not borrow less than \$\_\_\_\_\_ (not more than \$1,000) in any single loan.
- (b) ☐ **Loan Interest Rate.** The interest rate on a Plan loan will be a commercially reasonable rate established by the Administrator unless this option (b) is selected (Choose (1) or (2)):
- (1) ☐ **Prime plus.** Fixed at \_\_\_\_\_% (insert percentage) above Wall Street Journal's published prime rate.
- (2) ☐ **Specified rate:** \_\_\_\_\_.
- (c) ☐ **Home loan term.** The Plan does not permit the term of a loan to exceed 5 years unless this option (c) is selected. If selected, the maximum loan term for a loan used to acquire a Participant's principal residence will be (Choose (1) or (2)):
- (1) ☐ up to 15 years.
- (2) ☐ up to \_\_\_\_\_ years.
- (d) ☐ **Leaves of absence.** The Plan does not suspend loan payments for any leave of absence unless selected below. If selected, a loan may be suspended for a period of up to one year following an approved leave of absence, the Plan Administrator (Choose one or more of (1)(a) and (2)(a)):
- (1) ☐ **Military**
- a. ☐ A Participant may suspend loan payments for military leave.
- (2) ☐ **Non-military**
- a. ☐ A Participant may suspend loan payments for non-military leave.
- (e) ☐ **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless a Participant is not subject to payroll):
- (1) ☐ payroll deduction for those Participants who are on the Employer's payroll
- (2) ☐ ACH (Automated Clearing House)
- (3) ☐ check
- a. ☐ Only for prepayment
- (f) ☐ **Refinancing.** Loan refinancing is not permitted unless option (1) is selected.
- (1) ☐ **Loan refinancing is permitted.** A refinance for purposes of the limit on number of loans is (Choose a. or b.):
- a. ☐ Not treated as an additional loan.
- b. ☐ Treated as an additional loan.
- (g) ☐ **Purpose (Choose (1) or (2)):**
- (1) ☐ Any reasonable purpose.
- (2) ☐ May not borrow except for: \_\_\_\_\_
- (h) ☐ **Account ordering.** Loan will come first from (Roth, pre-tax deferrals or other accounts): (Choose (1) through (3)):
- (1) ☐ Participant's choice.
- (2) ☐ Plan Administrator's choice.
- (3) ☐ As follows:
- a. ☐ first: \_\_\_\_\_
- b. ☐ second: \_\_\_\_\_
- c. ☐ third: \_\_\_\_\_
- (i) ☐ **Directed/general Plan investment (Choose (1) or (2)):**
- (1) ☐ Directed.
- (2) ☐ General.
- (j) ☐ **Charges.** (Choose (1) or (2)):
- (1) ☐ apply to borrower's account.
- (2) ☐ apply to overall Plan or Employer pays.
- (k) ☐ **Loan acceleration.** Upon the following (Choose one or more of (1) and (2)):
- (1) ☐ Separation/severance. Not applicable to parties in interest (if Plan is subject to ERISA). All outstanding loan balances will become due and payable in their entirety upon severance of employment unless directly rolled over (if otherwise permitted) to another employer's plan.

(2) ☐ ☐ Plan termination.

(l) ☐ ☐ **Loan Default.** (Choose one or more of (1) through (3)):

- (1) ☐ ☐ Grace period. (Choose a. or b.):  
 a. ☐ ☐ Maximum grace period applies.  
 b. ☐ ☐ No grace period.  
 (2) ☐ ☐ Includes false statements  
 (3) ☐ ☐ No new loan if (Choose a. or b.):  
 a. ☐ ☐ Current default.  
 b. ☐ ☐ Current or prior default.

(m) ☐ ☐ **Terminated employees.** Loans to terminated employees (Choose (1) or (2)):

- (1) ☐ ☐ are allowed  
 (2) ☐ ☐ are not allowed

(n) ☐ ☐ **Limit on number of loans.** There is no limit on the number of outstanding loans a Participant may have unless this option (n) is selected (Choose (1) or (2)):

- (1) ☐ ☐ One  
 (2) ☐ ☐ Specify: \_\_\_\_\_

(o) ☐ ☐ **Limitation on sources.** In determining the maximum amount a Participant can borrow, the Plan will take into consideration only the following accounts subject to limitations of the Investment Arrangement Documentation: (Choose one or more of (1) through (8) as applicable.)

- (1) ☐ ☐ Pre-Tax Elective Deferrals  
 (2) ☐ ☐ Roth Elective Deferrals  
 (3) ☐ ☐ Matching Contributions (including any Safe Harbor Matching Contributions and Additional Matching Contributions)  
 (4) ☐ ☐ Nonelective Contributions (including any Safe Harbor Nonelective Contributions)  
 (5) ☐ ☐ Rollovers  
 (6) ☐ ☐ Mandatory Employee Contributions  
 (7) ☐ ☐ Employee (after-tax) Contributions  
 (8) ☐ ☐ Describe: \_\_\_\_\_ (specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion: i.e., Unmatched Elective Deferrals.)

AP2. **PARTICIPANT DIRECTION OF INVESTMENT (7.03(B)).** The Plan permits Participant direction of investment unless selected below (Choose one of (a) or (b); choose c. or d. if applicable):

- (a) ☐ ☐ **Does not permit.** The Plan does not permit Participant direction of investment of any Account.  
 (b) ☒ ☒ **Permitted.** The Plan permits Participant direction of investments.

**Options** (If direction of investments is permitted, select all that apply; leave blank if none apply)

- (c) ☐ ☐ **ERISA Section 404(c).** It is intended that the Plan comply with ERISA Section 404(c) with respect to the Accounts subject to Participant investment directions.  
 (d) ☐ ☐ **QDIA.** Plan will include a qualified default investment alternative.

AP3. **ELECTIVE DEFERRAL PROCEDURES.** Participants may commence Elective Deferrals on the effective date of participation.

**Subsequent elections.** Participants may modify or make new Elective Deferral elections:

- (a) ☐ ☐ as of each payroll period  
 (b) ☐ ☐ on the first day of each month  
 (c) ☐ ☐ on the first day of each Plan Year quarter  
 (d) ☐ ☐ on the first day of the Plan Year or the first day of the 7th month of the Plan Year  
 (e) ☒ ☒ other: at any time (must be at least once each calendar year)

**Irregular pay (e.g., bonuses).** Unless the Administrator has implemented separate procedures or selected below, a Participant is permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will not apply to such irregular pay.

- (f) ☐ ☐ A Participant's existing Elective Deferral election will apply to irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes) unless the Participant makes a different Elective Deferral election for such irregular pay.  
 (g) ☐ ☐ A Participant is not permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will apply to such irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes).

**Escalation** (leave blank if not applicable)

- (h) ☐ ☐ Include option on Elective Deferral Agreement for Participants to elect to automatically escalate an Affirmative Election in accordance with the following:

**Escalation amount.** A Participant's Affirmative Election will increase by:

- (1) ☐ ☐ \_\_\_\_\_ % of Compensation  
 a. ☐ ☐ up to a maximum of \_\_\_\_\_ % of Compensation (leave blank if no limit)  
 (2) ☐ ☐ other: \_\_\_\_\_

**Timing of escalation.** The escalation will apply as of:

- (3) ☐ ☐ first day of each Plan Year  
 (4) ☐ ☐ anniversary of date of participation  
 (5) ☐ ☐ other: \_\_\_\_\_

**Suspended Elective Deferrals.** If a Participant's Elective Deferrals must be suspended pursuant to a provision of the Plan (e.g., due to a safe harbor hardship distribution or distribution due to military leave covered by the HEART Act), then a Participant is deemed to have made as of the date the suspension period begins, an Affirmative Election to have no Elective Deferrals made to the Plan unless otherwise selected below.

- (i) ☐ ☐ the Participant's Affirmative Election will resume after the suspension period.  
 (j) ☐ ☐ the Participant is deemed to have no Affirmative Election after the suspension period (e.g., for purposes of applying any Automatic Deferral provisions).

**Lapse of Affirmative Elections.** Affirmative Elections will remain in effect until revoked or modified by a Participant unless selected below.

- (k) ☐ ☐ Affirmative Elections lapse at the end of each Plan Year.

AP4. **BENEFICIARY HARDSHIP DISTRIBUTION.** Hardship distributions for the qualifying expenses of a Participant's Beneficiary (Section 6.07(C)) are not permitted unless selected below:

- (a) ☒ Hardship distributions for the qualifying needs of the Participant's Beneficiary are permitted.

AP5. **ROLLOVER CONTRIBUTIONS (3.08, 7.04(A)(1)).** *(Complete this question only if 4-4(b) has been selected)*

**Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable)

- (a) ☐ ☐ From pre-participation Eligible Employees.  
 (b) ☐ ☐ From Participants who are Former Employees.

**Source.** Rollovers will be accepted from the following *(Choose all that apply):*

- (c) ☐ ☐ Eligible 403(b) plans.  
 (d) ☐ ☐ Eligible 401(a) plans (including a 401(k) plan).  
 (e) ☐ ☐ Eligible 457(b) plans of governmental employers.  
 (f) ☐ ☐ IRAs.

# LONG LAKE CENTRAL SCHOOL FIELD TRIP REQUEST FORM

Please submit these forms to the office at least (2) weeks before the trip. Overnight field trips must be submitted in advance of two board meetings, unless approved as an exception by the Superintendent. After approval, you must see Business Office for Purchase Orders or

Field Trip Request For: Northeast Instrumental Music Festival  
 Date(s) Of Trip: 11/15/18 - 11/18/18 Place: High Peaks Resort, Lake Placid  
 Times: Leave: 11/15/2018 @ 1:30 PM Return: 11/18/2018 @ (Appx) 4:30 PM  
 Transportation Availability ☒ YES ☐ NO Business Manager Signature

Substitute Needed: ☒ YES ☐ NO Friday only  
 Number of Students: 3 Karmen Howe  
Olivia + Annalise Penrose  
 Names of Chaperones (Must have approval): C. Sass + Female Chaperone TBD

EXPENSES:	
Budget Area:	
Fees/Registration Expenses (If Any):	\$ <u>255</u>
Chaperone Stipend(s) (If Applicable)	\$ <u>1210</u> ✓
Lodging/Meals (If Applicable)	\$ <u>1789.10</u> 2139.10
Miscellaneous:	\$
TOTAL COST	\$ <u>3754.10</u> 4104.10

For Office Use  Substitute Name (If Applicable)  Estimated Round Trip Mileage <u>200</u>
---

**Attachments:** the trip **will not** be approved without all of the following:

1. Copy of letter to parents/permission form.
2. Names of Students Attending
3. Lesson plans (pre and post) and teacher guides.
4. Justification.

Field Trip approved by Superintendent: ☒ YES ☐ NO

Wally J. Strot  
Superintendent

Overnight trip approved by the Board of Education: ☐ YES ☐ NO

COPY: Business Manager, Originator, Cafeteria, Nurse



Website Calendar



AESOP Calendar, confirmation #: \_\_\_\_\_



To whom it may concern,

Please be aware that I have not received the Student Application or Lodging Reservation forms for the 2018 Northeast Instrumental Music Festival yet. This Field Trip Request form is filled out using Registration and Lodging prices from last year as an estimate.

However, this Field Trip Request form is using current prices for the following:

- Two Chaperone Stipends
  - Two overnight school days @ \$200/day
  - One Overnight NON-School Day @ \$300/day
  - One NON-School day approved activity (5+ hours) @ \$155/day
- Meal Expenses
  - Thursday, Friday, Saturday Dinner @ \$20 x 5 = \$100
  - Friday, Saturday, Sunday Lunch @ \$15 x 5 = \$75
  - Breakfast will be included in the Lodging Expenses

*\$ 855.00 total  
Per chaperone  
x 2  
\$1,710*

I will update the prices as soon as I receive the Application and Reservation forms.

If you have any questions please feel free to contact me at:  
[Christopher.Sass@Longlakecsd.com](mailto:Christopher.Sass@Longlakecsd.com) or (518) 624-2221 ext.105

Thank you,

  
Christopher Sass

*Meal Expense*

*3 Dinners \$100 x 3 = 300  
3 Lunches \$75 x 3 = 225  
\$525*

*+ Hotel*

*1,614.10  
\$2,139.10*

# Northeast Instrumental Music Festival

## Permission Form

Dear Parent or Guardian,

Your child has been invited to participate in the Northeast Instrumental Music Festival! This is an overnight field trip in which the students have an opportunity to play with a much larger and higher level ensemble made up of students throughout the adirondacks. Please read the information at the top of this form, then sign and return the permission slip at the bottom of this form by **\*Date to be determined\***.

### **Field Trip Information:**

**Dates:** November 15th - November 18th, 2018

**Festival location and Overnight Lodging:** High Peaks Resort, 2384 Saranac Ave, Lake Placid, NY 12946

Long Lake CSD will be providing transportation, which will be departing from Long Lake School at 1:30 P.M. on Thursday, November 15th, and will return to Long Lake School at approximately 4:30 P.M. on Sunday, November 18th.

There will be a free performance on Sunday at the Lake Placid Center for the Arts at (Time TBA) for all of the groups performing at NEIMF, which you are invited to. If you would like to take your child home yourself after the concert please let me know as soon as possible.

There will be another reminder sheet as soon as I have more information, which will include my cell phone number in case you need to contact me.

If you have any questions, please feel free to contact me at:  
[Christopher.Sass@LonglakeCSD.com](mailto:Christopher.Sass@LonglakeCSD.com) or (518) 624-2221 Ext. 105

Thank you!

Mr. Sass

*Save this part of the form for future reference.*

Cut here----- Cut here

*Sign this part of the form and return it to Mr. Sass.*

\_\_\_\_\_ has permission to attend an overnight field trip to the Northeast Instrumental Music Festival from November 15th, 2017 through November 18th, 2018.

### **Please Check one of the following:**

- ☐ I will be attending the free concert and will take my child home after the concert on Sunday, November 18th, 2018
- ☐ I will be picking up my child at 4:30 at Long Lake CSD on Sunday, November 18th, 2018

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Last Year

## Northeast Instrumental Music Festival

WEBSITE: [www.neimf.org](http://www.neimf.org)  
ALL-STAR HIGH SCHOOL CONCERT BAND  
November 16-19, 2017

### Application

Postmark deadline: Thursday, September 28, 2017

Name (as you would like it to appear in the program)	Grade	Instrument
Home Address	City	State
		Zip Code
Name of High School	e-mail	cell phone (w/Area Code)

If you have played in the Festival previously, indicate year(s), ensemble(s), and part(s) played

NYSSMA, All-State, District, etc. rating (with date) if applicable \_\_\_\_\_ T-Shirt size \_\_\_\_\_

"We certify that the above student is in good health and agrees to cooperate fully with officials of the Northeast Instrumental Music Festival. We understand that said student would be immediately dismissed from the Festival if involved with drugs or alcohol with no refund of monies paid. We also understand that the Festival and its management are not responsible for injury, illness, or loss of luggage, instrument, or personal property. Further, we understand that no student may leave the Festival without the written permission of the Festival Directors."

Student's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**Percussionists:** Please use the back of this form to indicate your abilities and experience on snare drum, timpani, and mallet percussion.

Cost of participation in the All-Star High School Concert Band is \$85, and is due with the application. Hotel accommodations are not included in the above price. Any applicants not accepted for membership will receive a full refund.

Checks, made payable to Northeast Instrumental Music Festival, and applications should be mailed to:

Northeast Instrumental Music Festival, Richard Butler, Salem Central School, East Broadway, Salem, NY 12865

#### Director's Evaluation of Applicant:

Tone	E	G	F
Technique	E	G	F
Sight Reading	E	G	F
Rhythm	E	G	F

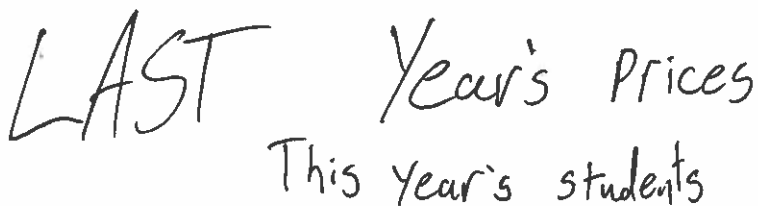
Musicianship	E	G	F
Intonation	E	G	F
Reliability	E	G	F

Snare E G F

Percussion:  
Timpani E G F      Mallets E G F

Rank among like instruments: \_\_\_\_\_

Overall rank: \_\_\_\_\_

**ARRIVAL: Thursday, November 16, 2017**      **DEPARTURE: Sunday, November 19, 2017**

	Package Rates are quoted per person per stay			
	<u><b>SINGLE</b></u>	<u><b>DOUBLE</b></u>	<u><b>TRIPLE</b></u>	<u><b>QUAD</b></u>
<b>NYS Tax Exempt</b>	<b>\$ 488.42</b>	<b>\$ 281.42</b>	<b>\$ 212.42</b>	<b>\$ 177.92</b>
<b>Taxable-Outside NYS</b>	<b>\$ 539.91</b>	<b>\$ 310.14</b>	<b>\$ 233.55</b>	<b>\$ 195.26</b>
	Rates include 3 Nights' Lodging, 3 Breakfasts, and are subject to applicable taxes.			

- **A \$200.00 per room deposit is required by Tuesday, October 17, 2017 with this form.**
- Reservations received after Tuesday, October 17, 2017 will be accepted based upon availability.
- **Cancellations must be received by Thursday, November 9, 2017 to avoid forfeit of the initial \$200 deposit.**
- After Thursday, November 9, 2017 refunds will not be given.
- Telephone Reservations will not be accepted.
- Final payment arrangements for your stay will be required in the form of Cash, Credit Card or School check.
- Check in time is 4PM and Check out time is 11AM.

**Please indicate accommodations required and complete rooming list below.**

Quad Rooms @ \$195.26 pp (or) NYS Exempt @ \$177.92 = \$

**TOTAL ENCLOSED** \$ 1614.10

School Phone # (518) 629-2221

Phone # (W)(518) 624-2221 x105 (C)(845) 467-16

**Payment Amount**

F \$ 217.42

F \$ 212.42

✓ \$ 212.42

3

**Payment Amount**

m \$ 488.42

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**Payment Amount**

F \$ 488.42

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**Payment Amount**

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§ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**Payment Amount**

# NEIMF Lesson Plan

<b>Content Area:</b> Band / Band Lessons	<b>Candidate:</b> Christopher Sass	<b>Week:</b> Several Prior to event
<b>Grade Level:</b> 11- Karmen Howe and Olivia Penrose		
<b>Learning Objectives:</b> Students will learn the seating audition piece, as well as the concert music for the Northeast Instrumental Music Festival		
<b>Materials and Resources:</b> Audition Piece (To be determined) Concert Pieces (To be determined) Student instruments	<b>Technology:</b> Computer Recordings of Concert and Audition Pieces	
<b>Class Preparation:</b> Chairs and stands will be set up for students		
<b>Pre-NEIMF Plans:</b>  <ol style="list-style-type: none"> <li>1. Students will warm up individually as per daily routine</li> <li>2. Students will warm up with multiple scales and exercises as a group as per daily routine</li> <li>3. Students will listen to the audition pieces to gain a basic understanding of how to perform it</li> <li>4. Have students practice their pieces, providing feedback and correcting any mistakes.</li> <li>5. Repeat steps 4 and 5 for the concert pieces as needed</li> <li>6. Remind students how important practice at home is for an event like this, and that it will be more enjoyable if they are well prepared</li> <li>7. Remind students what they need to bring to the event;             <ol style="list-style-type: none"> <li>a. Instruments</li> <li>b. Reeds</li> <li>c. Music</li> <li>d. Clothes for 3 days</li> <li>e. Any extra spending money they might want (Souvenir shops, trinkets, etc.)</li> </ol> </li> </ol>		
<b>Post-NEIMF Plans:</b>  <ol style="list-style-type: none"> <li>1. Discuss how the students felt about the trip. Would they do it again? Would they suggest it to a friend?</li> <li>2. Discuss performances and how they felt prepared or unprepared, discuss why it went well or how they could improve their preparation for next time</li> <li>3. If they are comfortable- discuss and explain NEIMF to the rest of the band during class. Short statements, what they learned, their favorite part, etc.</li> <li>4. Provide honest feedback, possibly encourage others to try it next year</li> </ol>		

*Justification on Back*

# **Neimf Justification**

The Northeast Instrumental Music Festival is an event that allows advanced band students the opportunity to rehearse and perform with a larger and more advanced group than they would normally be exposed to. The festival consists of the most advanced band students throughout multiple surrounding school districts, creating a very high level ensemble that cannot be replicated in any one school or one school program.

This is an invaluable experience that students truly enjoy, proven by their desire to go back again this year. Both students wish to attend have attended this in the past, and are eager for this year. This festival allows for the students to be engaged with higher level musicians, challenged with higher-level music, and have a fun weekend with friends and colleagues in a safe, positive musical learning environment.

~Christopher Sass, Music Teacher

2018

5640  
1 of 2Non-Instructional/Business  
Operations**SUBJECT: SMOKING/TOBACCO USE****School Grounds**

~~Tobacco use will not be permitted and no person will~~ The use of tobacco products is prohibited on school grounds. Smoking and vaping are prohibited on school grounds ~~and within 100 feet of the entrances, exits, or outdoor areas of any public or private elementary or secondary~~ of the District's schools. ~~However, this does not apply to smoking in a residence, or within the real property boundary lines of residential real property.~~ In addition, the use of tobacco products, smoking, and vaping are prohibited at any school-sponsored event or activity that occurs off school grounds, including those taking place in another state.

For purposes of this policy, the following definitions apply:

- a) Tobacco ~~"school~~ products means one or more cigarettes or cigars, bidis, chewing tobacco, powdered tobacco, nicotine water, or any other tobacco products.
- b) Smoking means the burning of a lighted cigar, cigarette, pipe, or any other matter or substance containing tobacco.
- c) Vaping means the use of an electronic cigarette.
- d) Electronic cigarette (or e-cigarette) means an elctronic device delivering vapor inhaled by an individual user, and includes any refill, cartridge, and any other component of such a device.
- e) School grounds" means any building, structure, and surrounding outdoor grounds, including entrances or exits, contained within the District's preschool, nursery school, elementary, or secondary school's legally defined property boundaries as registered in the County Clerk's Office; ~~as well as all District vehicles, including, as well as any vehicles used to transport children or school personnel.~~

~~"Tobacco" is defined to include any lighted or unlighted cigarette, cigar, cigarillo, pipe, bidi, clove cigarette, spit/spitless tobacco and any other smoking or tobacco product, (smokeless, dip, chew, snus and/or snuff) in any form.~~

~~The District also prohibits~~ This policy does not apply to smoking or vaping in a residence, or within the real property boundary lines of residential real property.

~~Use of electronic cigarettes or e-cigarettes, and any refill, cartridges and any other component of an electronic cigarette or e-cigarette (collectively known as e-cigarette) on school grounds or in District vehicles.~~

~~The use of vaporizers or any other products containing nicotine, except for current FDA approved smoking cessation products, are also prohibited.~~

**Off-School Grounds**

~~\_\_\_\_\_ Tobacco use and e-cigarette use is prohibited by students at any school sponsored event or activity off school grounds.~~

### **Posting/Public Notification of Policy**

~~In compliance with the New York State Clean Indoor Air Act, †The District will prominently post its Smoking/Tobacco Use policy and signs prohibiting all forms of tobacco products in District buildings and other appropriate locations; and will supply a copy upon request to any current or prospective employeesmoking and vaping on school grounds in accordance with applicable law. The District will also designate a school official to tell individuals who smokefound smoking or vaping in a non-smoking area that they are in violation of the New York State Public Health Law, Education Law, the federal Pro Children Act of 1994, law and District policy.~~

~~The District will also ensure thatcommunicate this policy is communicated to staff, students, parents/guardians, volunteers, and visitors, as deemed appropriate in order to orient all persons to contractors, and outside groups through means such as the District's "No Smoking" Policy and environmentCode of Conduct, student handbooks, newsletters, announcements, facilities use forms/agreements, and/or the prominent display of this policy in appropriate locations.~~

### **Prohibition of Tobacco Promotional Items/Tobacco Advertising**

Tobacco promotional items (e.g., brand names, logos, and other identifiers) are prohibited:

(Continued)



**SUBJECT: SMOKING/TOBACCO USE (Cont'd.)**

- a) On school grounds;
- b) In school vehicles used to transport students or school personnel;
- c) At school-sponsored events or activities, including those that take place off school premises and grounds, including in another state;
- d) In school publications;
- e) On clothing, shoes, accessories, gear, and school supplies in accordance with the District's *Code of Conduct* and applicable collective bargaining agreements.

This prohibition of tobacco promotional items will be enforced in accordance with the District's *Code of Conduct* and applicable collective bargaining agreements.

~~In addition, tobacco advertising is also prohibited in all school sponsored publications and at all school sponsored events.~~ The District will request, whenever possible, tobacco free editions of periodical publications for school libraries and classroom use.

~~Safe and Drug Free Schools and Communities Act, 20 USC § 7101 et seq.~~  
~~Pro Children Act of 2001, 20 USC §§ 6081-6084, 7971-7974, 7181-7184, as amended by the Every Student Succeeds Act (ESSA) of 2015~~  
~~Education Law §§ 409, 2801(1) and 3020-a~~  
~~Public Health Law Article 13-E, Article 13-F, §§ 1399-aa(13)n, 1399-o, 1399-p and 1399-aa~~  
~~8 NYCRR §§ 155.5, 156.3~~

NOTE: Refer also to Policies #3280 -- Use of School Facilities, Materials and Equipment  
 #3410 -- Code of Conduct  
 #7320 -- Alcohol, Tobacco, Drugs, and Other Substances  
 #8210 -- Safety Conditions and Prevention Instruction  
~~#8240 -- Instruction in Certain Subjects~~  
 District *Code of Conduct*

Adoption Date

## Students

**SUBJECT: ALCOHOL, TOBACCO, DRUGS, AND OTHER SUBSTANCES**

The Board recognizes that the misuse of alcohol, drugs, tobacco, electronic cigarettes (e-cigarettes), and other illegal substances is a serious problem with legal, physical, emotional, and social implications for our students, as well as the entire community. Therefore, the consumption, sharing, selling, use, or possession of alcoholic beverages, tobacco products, e-cigarettes, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of these drugs is prohibited at any school-sponsored function, on school grounds, and on school buses at all times. The unauthorized use or misuse of prescription and over-the-counter drugs, vitamins, supplements, herbs, or other similar substances is also prohibited.

Students are not permitted to be under the influence of alcohol or other prohibited substances on school grounds or at school-sponsored events. A school-sponsored function includes a school sponsored or school-authorized extracurricular event or activity regardless of where the event or activity takes place.

**Smoking**

~~Smoking is not permitted and no person is permitted to smoke within 100 feet of the entrance, exits, or outdoor areas of any public or private elementary or secondary schools. However, this prohibition does not apply to smoking in a residence or within the real property boundary lines of residential real property. Similarly, the use of e-cigarettes is prohibited on school grounds, as defined in Public Health Law.~~

**Non-Medical Use of Prescription Drugs**

Non-medical use of prescription drugs is prohibited. If a student is found to be in possession of these substances, he or she will be disciplined in accordance with the District *Code of Conduct*.

**Disciplinary Measures**

Disciplinary measures for students consuming, sharing, selling, using, or possessing alcoholic beverages, tobacco products, e-cigarettes, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of these drugs are outlined in the District *Code of Conduct*.

Education Law §§ 409 and 2801(1)  
Public Health Law § 1399-o

NOTE: Refer also to Policies #3280 -- Use of School Facilities, Materials, and Equipment  
#3410 -- Code of Conduct on School Property  
#5640 -- Smoking/Tobacco Use  
~~#8210 -- Safety Conditions and Prevention Instruction~~  
District *Code of Conduct*

Adoption Date