

Regular Meeting
Thursday, July 22, 2021 6:00 PM

ALVIN COMMUNITY COLLEGE
3110 Mustang Road
Alvin, TX 77511

Agenda

1. **Call to Order**
2. **Certification of Posting of Notice**

**CERTIFICATION OF POSTING OF NOTICE TO THE
REGULAR MEETING OF THE
ALVIN COMMUNITY COLLEGE DISTRICT
BOARD OF REGENTS
JULY 22, 2021**

It is hereby certified that a notice of this meeting was posted on the 15th day of July 2021, in a place convenient to the public on the Alvin Community College campus as required by Section 551.002, *Texas Government Code*.

Signed this 15th day of July, 2021.



Robert J. Exley, Ph.D.
President

3. **Executive Session**
4. **Call to Order**
5. **Pledge**
6. **Invocation**
7. **Citizen Inquiries**
8. **Board Chairman Report/Comments**
9. Information Items



Dr. Robert J. Exley, Ph.D
President

Your College > Right Now

MEMORANDUM NO: 99-2021

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: July 15, 2021
SUBJECT: Personnel Action (Replacement): Senior HR Generalist

The individual listed below has been recommended to fill the full-time position of Senior HR Generalist.

Candidate
Recommended: Jessica Eddy

Education: *University of Texas at El Paso*
B.B.A., Management/Human Resources

Experience:

<u>Emperon-Constar</u>	
Regional Human Resources & Facilities Manager	July 2018 – Present
Human Resources & Facilities Manager	June 2016 – July 2018
<u>Dish Network</u>	
Call Center Trainer	January 2016 – May 2016
Human Resources Manager	December 2013 – January 2016
Human Resources Representative II	September 2010 – December 2013
<u>Encore Healthcare</u>	
Human Resources Director	June 2010 – September 2010
<u>Firstlight Federal Credit Union</u>	
Human Resources Representative	August 2005 – August 2007

Salary: \$65,790.96
Grade 207
2020-21 Admin/Professional Salary Schedule

RJE :tg

ACC ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

Job Title:	Sr. HR Associate/ Sr. HR Generalist		
Department:	Human Resources	FLSA Status:	Exempt
Reports to:	VP President Human Resources	Grade Level:	207
Safety Sensitive:	Yes	Job Category:	Professional
HR approved:		Date:	
Last updated by:	Human Resources/KC	Date:	12/14/2020

SUMMARY

The Sr. HR Associate/Sr. HR Generalist performs human resources related duties at the professional level and will carry out responsibilities in the following areas but not limited to: benefits, leave administration, compensation, talent acquisition, development and implementation of policies and procedures in accordance with the mission and vision of Alvin Community College.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following.

- Assists in the development and implementation of personnel procedures.
- Responsible for overseeing web content (internet/intranet) assigned to the Office of Human Resources to ensure that it is continually current.
- Participates in developing department goals, objectives, processes and systems.
- Assists with program reviews and/or development.
- Works to assure full compliance with all applicable state and federal laws and regulations related to employment, employee relations, compensation and all other aspects of human resources.
- Reviews and creates reports.
- Maintains employee records in the Human Resources Information System (Colleague/Ellucian).
- Responsible for tracking and reporting on the completion of the employees' annual performance evaluation process.
- Recommends new approaches, policies and procedures to effect continual improvements in efficiency of department and services performed.
- Facilitates and serves as a resource to all screening committees.
- Acts as trainer and liaison with NEOGOV Insight Online Recruiting.
- Prepare, distribute, receive, record and maintain files of job applications in the final stage of interview process. Ensure complete screening packet and HR meeting area is ready for screening committee meetings.
- Oversees an annual audit of I-9 forms to confirm compliance with applicable federal and state laws.
- Plans and conducts new employee orientation (NEO).
- Completes all activities related to on and off boarding employees.
- Assists with data requests, research for reports and surveys, such as IPEDS, CUPA, etc.
- Updates salary tables in Colleague/Ellucian and updates employees' salaries in the HR/Payroll system.

- Cross trains on all benefit setups and employee enrollment.
- Oversees the reporting of all employee training originating from the Office of Human Resources (i.e. Preventing Workplace Harassment, Preventing Employment Discrimination, FERPA, etc.).
- Prepares and distributes employment contracts as directed by the Vice President, Human Resources.
- Serve as the leave administrator by processing and tracking employees on FMLA, Military, Wellness, Worker's Compensation, and etc.
- Ensures maintenance of employee records and applicant records.
- Serves as the coordinator for the HR records retention guidelines and schedules.
- Manage specific projects as determined by the Vice President, Human Resources.
- Executes other duties or tasks as assigned by the Vice President, Human Resources.
- Performs other duties as assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform the essential duties and responsibilities listed above. The qualifications listed below are representative of the education, experience, knowledge, skills, and/or abilities required.

EDUCATION

- Bachelor's degree in Business, Human Resource Management, Management, or related field required.

EXPERIENCE

- A minimum of 7 years human resources experience in human resources as a generalist or HR manager. Preference for candidates with at least 5 years of experience working public education or higher education. At least 3 years working with an ERP system, specifically Ellucian/Colleague preferred.

KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to work confidentially with discretion.
- Ability to work cooperatively as part of a team.
- Ability to establish and maintain effective and efficient working relationships with employees at all levels of the organization.
- Ability to prepare and maintain accurate employee records and reports.
- Ability to complete assignments within specified deadlines accurately and efficiently.
- Ability to communicate effectively and respectfully with individuals at all levels, both to internal Alvin Community College District populations and external customers.

WORK ENVIRONMENT

The incumbent typically works in an office environment and uses a computer, telephone and other office equipment as needed to perform duties. The noise level in the work environment is typical of that of an office. Incumbent may encounter frequent interruptions throughout the work day.

PHYSICAL DEMANDS

The employee is regularly required to sit, talk, or hear; frequently required to use repetitive hand motion, handle or feel, and to stand, walk, reach, bend or lift up to twenty (20) pounds.

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

This job description may be revised upon development of other duties and changes in responsibilities.

X

EMPLOYEE PRINTED NAME

X

SUPERVISORS PRINTED NAME

X

EMPLOYEE SIGNATURE AND DATE

X

SUPERVISOR SIGNATURE AND DATE

Sign and return to HR for placement into employee personnel file.

ALVIN COMMUNITY COLLEGE
EMPLOYEE CATEGORIES
SUMMER 2021

JULY

	Budgeted 2020-21	JULY 2021	Funded Vacancies
Administrative	11	10	1
Professional	74	67	7
Faculty	113	106	7
Technical Support, Clerical & Maintenance (TSCM)	116	110	6
Total Full-Time (FT) Employees	314	293	21

Resignation/Termination Report

	Name	Position / Department	Last Day Worked	Reason
1	Quincy Henderson	Pathways Success Coach	6/15/2021	Resignation
2	Elizabeth McLane	FT Faculty, Government (10.5)	7/7/2021	Retirement
3	Leslie Bartosh	FT Faculty, Culinary Arts (10.5)	7/7/2021	Retirement
4	Toby Herzog	FT Pathways Advisor	7/31/2021	Retirement
5	Christal Albrecht	President (<i>Moving to consultant eff. 7/1/2021</i>)	6/30/2021	Retirement

10. **President's Report**
11. **Consent Agenda**
 - A. **Minutes**

**ALVIN COMMUNITY COLLEGE
REGULAR MEETING OF JUNE 24, 2021
OFFICIAL MINUTES**

The Board of Regents of Alvin Community College met in a regular session on the 24th day of June at 6:00 p.m. in the Nolan Ryan Center, with the following members, administrative personnel, and guests present:

'Bel Sanchez	Chairman
Jody Droege	Vice-Chair
Jim Crumm	Regent
Kam Marvel	Regent
Darren Shelton	Regent
Jake Starkey	Regent
Roger Stuksa	Regent
Christal M. Albrecht	President, Alvin Community College
Wendy Del Bello	Alvin Community College
Cindy Griffith	Alvin Community College
Karl Stager	Alvin Community College

Rick Morris	John Tompkins	Alyssa Bullock
Tammy Giffrow	Dr. Terry Sawma	Ronny Phillips
Kyle Marasckin	Matt Graves	Hameedah Majeed
Gayland Capps	Mike Pyburn	Laurel Joseph
Jeff Parks	Stacy Ebert	Blaine Kemendo
John Matula	John Tompkins	

1. Call to Order

The meeting was called to order by Chair Sanchez at 6:03 p.m.

2. Certification of Posting of Notice

Certification of the posting of the notice as listed in the agenda was acknowledged. Dr. Albrecht certified that a notice of the meeting was posted in accordance with Title 5, Chapter 551, Texas Government Code.

Executive Session

- *For the purpose of a private consultation with its attorney when seeking the advice of its attorney, in accordance with Tex. Gov't Code Section 551.071; Deliberate individual employee salaries as determined through the compensation study, in accordance with Tex. Gov't Code Section 551.074.*

The meeting was called back into session by Chair Sanchez at 6:53 p.m.

- **Pledge**
- **Invocation**
Invocation by Dr. Crumm.

Citizen Inquiries

There were no citizen inquires.

Board Comments

The Regents commented that on how much they appreciated Dr. Albrecht's service and all that she did for ACC and the Foundation and the pleasure it was to work with and know her and wished her the very best. Also, those who attended the Police Academy graduation commented on how nice it was to be a part of that ceremony.

A farewell reception to celebrate Dr. Albrecht's many accomplishments and service as the 6th President of ACC was held earlier in the afternoon.

Board recognitions included:

During the COVID pandemic, Distance Education Team took on the challenge of shifting much of the coursework to an online format. And they did so in an urgent fashion. Despite the obstacles this team helped ACC go online almost completely and kept it running in an unprecedented circumstance. Recognized were: Pat Sanger, Interim Distance Education Director, Laura Pool, Distance Education Coordinator, Brian Berger, Faculty Fellows and Chemistry faculty member, Johanna Hume, History faculty member and Haley Collins, English faculty member.

Distance Education Team members: Dr. Rhonda Boone, Pharmacy Technology Director, Charzetta Fleming, Web Administrator, Craig Fos, Criminal Justice faculty member, Dr. Esther Kempen, Chemistry faculty member, Edmund Luquette, Economics faculty member, Saul Olivares, Foreign Language faculty member, Don Parus, Process Technology faculty member, Dr. Chris Pulido, Biology faculty member, Amy Terbrock Foreign Language faculty member and Sheila Woods, Accounting faculty member.

Two staff members spent hours revising class schedules during the past 15 months in response to changes in instructional delivery methods, class locations, and classroom capacities. They were responsive, maintained calm demeanors in the midst of numerous changes, and always went above and beyond the call of duty to take care of the students, faculty, and staff. Recognized were: Instructional Support Specialists Lori King and Patty Boswell.

Approval of Consent Agenda

Chair Sanchez said she would entertain a motion to approve the consent agenda that included the approval of Minutes Regular Board Meeting May 27, 2021, Minutes of the Board Workshop of June 14, 2021 and approval of Personnel Action Replacement for Government Faculty, Culinary Arts Faculty, and Director, TDCJ Programs, and approval of correction to Contract submitted for Tenure. A motion to approve the consent agenda was made by Vice Chair Droege. Seconded by Dr. Crumm. Motion passed unanimously.

President's Report

Dr. Albrecht gave her final President's report and the overall accomplishments of the Alvin Community College Strategic Plan 2016-2021. She noted that the first priority given to her by the Board was to develop a Strategic Plan. The five year plan included the six listed goals of: 1) being a data driven institution, 2) plan and develop a west side campus and to improve the ACC campus, 3) develop branding that effectively represents the college, 4) develop programs and partnerships to meet employment needs of the community, 5) maximize revenue and 6) strengthen human resources. Dr. Albrecht gave the final accomplishments of each goal and the successes of the Strategic Plan. This report was for information only.

Consider Approval of Policy DEC (LOCAL)

Mr. Marvel made the motion to approve the proposed amendment the Board Policy DEC Local as written, with the exception of all provisions related to compensation for developmental leave. Seconded by Dr. Crumm. Motion passed unanimously.

Consider Approval of Board Policy BFF (LOCAL)

Mr. Starkey made the motion to approve the addition of Local Board Policy BFF regarding local President Emeritus status to its policy manual as written. Seconded by Mr. Marvel. Motion passed unanimously.

Consider Adoption of Resolution Conferring President Emeritus Status to Dr. Albrecht

Chair Sanchez made the motion to adopt the resolution granting President Emeritus Status to Dr. Christal M. Albrecht. Seconded by Vice Chair Droege.

Second Presentation of the 2021-2022 Budget

Mr. Karl Stager presented information on the scenarios of salary percentage increases ranging from 1% - 6%, the upcoming 2021-2022 required increased employee contribution to TRS, the addition of the Evergreen recommended increases and the effects of totals on the budget with various funding sources. This report was for information only.

Financial Reports Ending May 2021

Mr. Marvel made the motion to approve the financials May 2021. Seconded by Mr. Starkey. Motion passed unanimously.

Adjournment

There being no further business before the Board, the meeting was adjourned at 7:45 p.m.

**ALVIN COMMUNITY COLLEGE
BOARD WORKSHOP OF JULY 12, 2021
OFFICIAL MINUTES**

The Board of Regents of Alvin Community College met in a Board Workshop on the 12th day of July, 2021 in the Nolan Ryan Center at Noon, with the following members, administrative personnel, and guests present:

‘Bel Sanchez	Chair
Jody Droege	Vice-Chair
Patty Hertenberger	Secretary
Jim Crumm	Regent
Darren Shelton	Regent
Roger Stuksa	Regent
Andy Tacquard	Regent
Robert J. Exley	President, Alvin Community College
Jade Borne	Alvin Community College
Wendy Del Bello	Alvin Community College
Cindy Griffith	Alvin Community College
Karl Stager	Alvin Community College

Beth Nelson	Kyle Marasckin
Hameedah Majeed	Tammy Giffrow

Call to Order

The meeting was called to order by Chair Sanchez at 12:02 p.m.

Certification of Posting of Notice

Certification of the posting of the notice as listed in the agenda was acknowledged. Dr. Exley certified that a notice of the meeting was posted in accordance with Title 5, Chapter 551, *Texas Government Code*.

Executive Session

Chair Sanchez announced that the Board of Regents were convening into Executive Session at 12:03 p.m.

Call to Order

Chair Sanchez called the meeting back to order at 1:02 p.m. and the invocation was given by Mr. Shelton.

Initial Presentation of the Fiscal Analysis and Proposed 2021-2022 Budget

Mr. Karl Stager presented the third draft of the 2021-2022 budget along with the fiscal analysis. The overview and discussion included the addition of proposed positions salaries, tuition and fees estimated revenue, and the law regarding surcharge fees for hiring of full-time retired employees. This item for information only.

Adjournment

The meeting was adjourned at 1:38 p.m.

Dr. Patty Hertenberger, Secretary

‘Bel Sanchez, Chair

B. **Consider Approval of Board of Regents Meeting Schedule for 2021-2022**



Dr. Robert J. Exley, Ph.D
President

Your College > Right Now

MEMORANDUM NO: 97-2021

TO: Board of Regents

FROM: Robert J. Exley, PhD *RJE*

DATE: July 14, 2021

SUBJECT: Schedule of Board Meeting Dates for 2021-2022

The College Board adopts a schedule for Board meetings taking into consideration the College calendar as it applies to students. In reviewing academic year 2021-2022, most Board meetings are proposed for the third or fourth Thursday of the month, with a few exceptions due to scheduled college events, state or national meetings, and various holidays. Board Workshops are also scheduled for various Monday afternoons throughout the year. All meetings and workshops are scheduled in compliance with Texas Open Meetings Rules and Regulations.

It is recommended that the Board approve the attached schedule for academic year 2021-2022.

RJE :tg

ALVIN COMMUNITY COLLEGE
BOARD of REGENTS
MEETING SCHEDULE with REGULAR MEETINGS and WORKSHOPS
September 2021 - August 2022

Thursday	September 16, 2021	Regular Board Meeting	6:00 p.m.
Monday	October 11, 2021	Board Workshop	NOON – 3:30 p.m.
Thursday	October 21, 2021	Regular Board Meeting	6:00 p.m.
Thursday	November 18, 2021	Regular Board Meeting	6:00 p.m.
Thursday	January 13, 2022	Regular Board Meeting	6:00 p.m.
Monday	January 24, 2022	Board Workshop	NOON – 3:30 p.m.
Thursday	February 24, 2022	Regular Board Meeting	6:00 p.m.
Thursday	March 24, 2022	Regular Board Meeting	6:00 p.m.
Monday	April 11, 2022	Board Workshop	NOON – 3:30 p.m.
Thursday	April 28, 2022	Regular Board Meeting	6:00 p.m.
Tuesday	May 17, 2022	Special Board Meeting	6:00 p.m.
Thursday	May 26, 2022	Regular Board Meeting	6:00 p.m.
Monday	June 13, 2022	Budget Workshop	NOON – 3:30 p.m.
Thursday	June 23, 2022	Regular Board Meeting	6:00 p.m.
Monday	July 11, 2022	Budget Workshop	NOON – 3:30 p.m.
Thursday	July 28, 2022	Regular Board Meeting	6:00 p.m.
Monday	August 1, 2022	Goal Setting Workshop	NOON – 3:30 p.m.
Thursday	August 11, 2022	Regular Board Meeting	6:00 p.m.

- C. **Consider of Personnel Action (Replacement): Faculty/Program Director,
Law Enforcement Academy**



Your College Right Now

Dr. Robert J. Exley, Ph.D
President

MEMORANDUM NO: 102-2021

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: July 15, 2021
SUBJECT: Personnel Action (Replacement): Instructor/Program Director, Law Enforcement Academy

The individual listed below has been recommended to fill the full-time position of Instructor / Program Director, Law Enforcement Academy.

Candidate

Recommended: Kevin Rogers

Education: Capital Area Council of Governments
Law Enforcement Academy

Experience:

<u>Alvin Community College</u> In-Service Training Coordinator	November 2019 – Present
<u>Santa Fe ISD Police Department</u> School Resource Officer / Rangemaster	August 2018 – November 2019
<u>Austin Community College</u> Patrol Sergeant / Campus Police Patrol Officer April 2013 – August 2015	August 2015 – August 2018
<u>Capitol Armory</u> Rangemaster / Law Enforcement Rep / Armorer	August 2013 – September 2020
<u>Bastrop Police Department</u> Police Officer	April 2009 – August 2012

Salary: \$60,948.06
Technical Programs / Step 2
2020-21 12-Month Faculty Salary Schedule

RJE:tg

ACC ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

Job Title:	FT Faculty/Program Director, Law Enforcement Academy		
Department:	Criminal Justice Law Enforcement Academy	FLSA Status:	Exempt
Reports to:	Dean of Legal and Health Sciences	Salary Step:	Based on Contract Length / Degree
Safety Sensitive:	Yes	Job Category:	Full-Time Faculty
HR approved:	Human Resources/LH	Date:	05/25/2021
Last updated by:	Stacy Ebert	Date:	05/24/2021

SUMMARY

This position is for a twelve (12) month FT instructor for the Law Enforcement Academy. The incumbent will serve as the Program Director/Training Coordinator to ensure compliance with TCOLE rules and guidelines and to prepare, maintain, and submit required reports as specified by TCOLE and the institution.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Instruct and supervise a diverse population of students in the classroom at various times and locations.
- Possess a commitment to student engagement, student success, and instructional excellence.
- Demonstrate effective communication skills, both written and oral.
- Prepare and utilize a course syllabus and assessments for each course using guidelines established by the institution and by the Texas Commission On Law Enforcement.
- Maintain current knowledge of effective teaching methodologies and utilizes a variety of instructional delivery methods, classroom media, and educational resources.
- Maintain current knowledge of the Texas Commission On Law Enforcement Rules and Regulations.
- Assist in the recruitment and retention of students.
- Advise students in academic matters or refers students to appropriate resources.
- Assess students' performance through a range of measurement activities and keeps them informed of their progress in a timely manner.
- Engage students through posted office hours and electronic communication.
- Utilize technology to facilitate learning and to access data, maintain records, generate reports, and communicate with others.
- Assist in the development, distribution and collection of assessments for courses and program objectives.
- Build positive and professional relationship with students, colleagues, college administration, and the community.
- Submit timely college reports and forms to the appropriate divisions and departments.
- Submit appropriate forms and reports to the Texas Commission on Law Enforcement as required by the Commission.
- Provide recommendations to the Division Dean and appropriate college committees regarding curriculum, instruction and division operations.

- Exhibit a commitment to lifelong learning through participation in professional development activities.
- Adhere to Alvin Community College's policies and procedures.
- Attend institutional meetings as required.
- Other duties as assigned.

Duties specific to the Program Director/ Training Coordinator Include:

- Ensure compliance with commission rules and guidelines.
- Prepare, maintain, and submit the following reports within the time frame specified.
- Reports of training.
- Self-assessment reports as required by the commission.
- Maintain a copy of advisory board minutes during an on-site evaluation.
- Training calendars/schedules must be available for review and posted on the internet, or another public venue, no later than thirty (30) days prior to the beginning of each calendar quarter or academic semester. A continually updated and posted (live) calendar will meet this requirement.
- Prepare any other reports or records as requested by the commission.
- Be responsible for the administration and conduct of each course, including those conducted at ancillary sites, and specifically:
 - Appointing and supervising qualified instructors.
 - Maintaining course schedules and training files.
 - Enforcing all admission, attendance, retention, and other standards set by the commission and approved by the advisory board.
 - Securing and maintaining all facilities necessary to meet the inspection standards of this section.
 - Controlling the discipline and demeanor of each student and instructor during class.
 - Distributing a current version of the Texas Occupations Code, Chapter 1701 and commission rules to all students at the time of admission to any course that may result in the issuance of a license.
 - Distributing learning objectives to all students at the beginning of each course.
 - Ensuring that all learning objectives are taught and evaluated.
 - Proctoring or supervising all examinations to ensure fair, honest results and maintaining training files, records of tests, and other evaluation instruments for a period of five (5) years.
- Receive all commission notices on behalf of the training provider and forward each notice to the appointing authority and attend or have a designee attend each academy coordinator's workshop conducted by the commission.
- Other duties as assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform the essential duties and responsibilities listed above. The qualifications listed below are representative of the education, experience, knowledge, skills, and/or abilities required.

EDUCATION/CERTIFICATIONS

- Must possess an Instructor License issued by the Texas Commission on Law Enforcement.
- Must possess and maintain current Peace Officer licensure.
- Associate's degree or Certificate in Law Enforcement or Criminal Justice required.

EXPERIENCE

- At least three (3) years of experience in a related field required.
- At least one (1) year of college level teaching experience preferred.

KNOWLEDGE, SKILLS, AND ABILITIES

- Must have a working knowledge of Microsoft Office programs, as well as intermediate computer skills.
- Must be familiar with interactive teaching methods and instruction via the Internet.
- Working knowledge of Blackboard course management system preferred.

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

This job description may be revised upon development of other duties and changes in responsibilities.

X

EMPLOYEE PRINTED NAME

X

SUPERVISORS PRINTED NAME

X

EMPLOYEE SIGNATURE AND DATE

X

SUPERVISOR SIGNATURE AND DATE

Sign and return to HR for placement into employee personnel file.

D. **Consider Approval of Personnel Action (Replacement): Drafting & Design Engineering Technology Faculty**



Dr. Robert J. Exley, Ph.D
President

Your College **Right Now**

MEMORANDUM NO: 101-2021

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: July 15, 2021
SUBJECT: Personnel Action (Replacement): FT Faculty, Drafting & Design Engineering Technology

The individual listed below has been recommended to fill the full-time position of FT Faculty, Drafting & Design Engineering Technology.

Candidate

Recommended: Jessica Means

Education: University of Houston – Clear Lake
B.S., Legal Studies

Alvin Community College
A.A.S., Industrial Design Technology

Experience:	<u>Champion Hi-Tech Manufacturing</u> CAD Drafter	February 2020 – Present
	<u>Ethos Energy</u> Mechanical Designer	September 2017 – January 2018
	<u>Cornerstone Survey Group</u> Civil 3-D Drafter	January 2017 – April 2017
	<u>Superior Energy Services</u> Mechanical Designer 2	October 2014 – November 2016
	<u>CNPC USA</u> Mechanical Designer	September 2013 – October 2014
	<u>Schlumberger</u> Rapid Response Mechanical Designer Loss Prevention Team – Team Leader	January 2008 – May 2011 March 2010 – May 2011

Schlumberger

Project Specific CAD Designer 1	March 2009 - March 2010
Sustaining CAD Designer 1	April 2008 - March 2009
CAD Designer 1	January 2008 - March 2008

Salary: \$60,948.06
Technical Programs / Step 2
2020-21 12-Month Faculty Salary Schedule

RJE:tg

ACC ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

Job Title:	Instructor, Drafting and Design Engineering Technology		
Department:	Drafting and Design Engineering Technology	FLSA Status:	Exempt
Reports to:	Dean of Professional, Technical, and Human Performance	Salary Step:	Based on Contract Length / Degree
Safety Sensitive:	No	Job Category:	Full-Time Faculty
HR approved:	Human Resources/LH	Date:	05/20/2021
Last updated by:	Dean Jeffrey Parks	Date:	05/04/2021

SUMMARY

The instructor will teach courses within the Drafting and Design Engineering Technology Department curriculum, including freshman and sophomore level courses.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Instruct and supervise a diverse population of students in the classroom at various times and locations.
- Possess a commitment to student engagement, student success, and instructional excellence.
- Demonstrate effective communication skills, both written and oral.
- Prepare and utilize a course syllabus and assessments for each course using guidelines established by the institution.
- Maintain current knowledge of effective teaching methodologies and utilizes a variety of instructional delivery methods, classroom media, and educational resources.
- Assist in the recruitment and retention of students.
- Advise students in academic matters or refers students to appropriate resources.
- Assess students' performance through a range of measurement activities and keeps them informed of their progress in a timely manner.
- Engage students through posted office hours and electronic communication.
- Utilize technology to facilitate learning and to access data, maintain records, generate reports, and communicate with others.
- Assist in the development, distribution and collection of assessments for courses and program objectives.
- Build positive and professional relationship with students, colleagues, college administration, and the community.
- Submit timely college reports and forms to the appropriate divisions and departments.
- Provide recommendations to the Instructional Dean, Department Chair, and appropriate college committees regarding curriculum, instruction and division operations.
- Exhibit a commitment to lifelong learning through participation in professional development activities.
- Adhere to Alvin Community College's policies and procedures.
- Attend institutional meetings as required.

- Instructor is expected to help maintain equipment and laboratories

To perform this job successfully, an individual must be able to perform the essential duties and responsibilities listed above. The qualifications listed below are representative of the education, experience, knowledge, skills, and/or abilities required.

QUALIFICATIONS

- Associate degree in Industrial Design, Drafting and Design Engineering Technology, Engineering Design Graphics or Drafting /A&E CAD or related field.

EXPERIENCE

- At least three years non-teaching work experience in the field.

KNOWLEDGE, SKILLS, AND ABILITIES

- Working knowledge of CAD Software (AutoCAD, Revit, Civil 3D, and SolidWorks preferred).
- Working knowledge of Blackboard course management system preferred.
- Must be familiar with interactive teaching methods and instruction via the Internet.
- Must have a working knowledge of Microsoft Office programs, as well as intermediate computer skills.

WORK ENVIRONMENT

The incumbent typically works in a classroom environment and uses a computer, telephone and other office equipment as needed to perform duties. The noise level in the work environment is typical of that of a classroom. Incumbent may encounter frequent interruptions throughout the work day.

PHYSICAL DEMANDS

The employee is regularly required to sit, talk, or hear; frequently required to use repetitive hand motion, handle or feel, and to stand, walk, reach, bend or lift up to twenty (20) pounds.

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

This job description may be revised upon development of other duties and changes in responsibilities.

X

EMPLOYEE PRINTED NAME

X

SUPERVISORS PRINTED NAME

X

EMPLOYEE SIGNATURE AND DATE

X

SUPERVISOR SIGNATURE AND DATE

Sign and return to HR for placement into employee personnel file.

E. **Consider Approval of Personnel Action (Replacement): Director, Distant Education**



Dr. Robert J. Exley, Ph.D
President

Your College > Right Now

MEMORANDUM NO: 100-2021

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: July 15, 2021
SUBJECT: Personnel Action (Replacement): Director, Distance Education

The individual listed below has been recommended to fill the full-time position of Director, Distance Education.

Candidate Recommended: Dr. Barkley "Huff" Mann

Education: *University of Houston, Clear Lake*
Ed.D., Educational Leadership
M.S., Instructional Technology
B.S., General Studies

Experience: University of Houston - Clear Lake
Adjunct Instructor, Classroom Technology July 2016 - Present

San Jacinto College District
LMS Manager (Blackboard) December 2012 - Present
Adjunct Faculty January 2008 - Present
Instructional Designer September 2004 - December 2012

Pasadena Independent School District (Title I)
Science Teacher September 2004 - September 2007

Salary: \$77,834.90
Grade 209
2020-21 Administrative/Professional Salary Schedule

RJE :tg

JOB DESCRIPTION

Job Title:	Director, Distance Education & Instructional Design		
Department:	Distance Education	FLSA Status:	Exempt
Reports to:	Dean, General Education & Academic Support	Grade Level:	209
Safety Sensitive:	Yes	Job Category:	Professional
HR approved:		Date:	
Last updated by:	Human Resources/LH	Date:	12/15/2020

SUMMARY

The Director is responsible for the organization, operation, and management of Distance Education as well as the day to day operation, support and maintenance of online, hybrid and web-enhanced courses and the Blackboard learning management system. He or she is also responsible for all instructional design issues in online instruction, training for faculty/staff in the use of Blackboard and instructional design, and various distance education projects, and overseeing the Center for Success operations.

ESSENTIAL DUTIES AND RESPONSIBILITIES include, but are not limited to the following.

- Develop and administer annual goals/objectives for Distance Education and Center for Success.
- Supervise and evaluate Distance Education staff and faculty fellows.
- Establish and supervise general operating procedures of the Distance Education Department.
- Supervise selection of departmental equipment and supplies to include inventory maintenance of all Distance Education equipment.
- Evaluate and oversee Distance Education courses to ensure that they meet guidelines and standards of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Texas Higher Education Coordinating Board (THECB), and National Council for State Authorization Reciprocity Agreements (SARA).
- Serve as the institutional representative for Distance Education with the THECB and SACSCOC.
- Serve as ACC Coordinator for the Virtual College of Texas, TexasDistanceEducation.com, Gulf Coast Education Network, and the Southern Regional Electronic Campus.
- Maintain the Distance Education website, intranet, and updates the catalog and schedule with necessary revisions.
- Develop, manage, and act as a resource for all Distance Education grants.
- Assist faculty in the design, development, design, coordination and delivery of online, hybrid, and web-enhanced courses.
- Serve as a resource for departments and faculty with regard to instructional design, educational technology, and Distance Education best practices.
- Train faculty in the appropriate use of software and equipment in online and on-campus classrooms to include best teaching techniques and strategies.
- Maintain online classroom equipment in cooperation with the Network Administrator.
- Serves as a learning management system administrator by providing administrative and technical support for students, faculty and staff.

- Oversee the creation, revision, and administration of the Online Faculty Certification program and the online orientation course for students.
- Provide leadership and oversight of ongoing effectiveness of distance education courses through an established review process.
- Provide leadership, oversight, and participation of members on the Distance Education and Professional Development Committees.
- Develop and manage the Distance Education and Center for Success budgets, to include processing and approval of departmental purchases. Responsible for all surveys and questionnaires related to Distance Education and Center for Success including, evaluation of online faculty, evaluating courses, Petersons Annual report, professional development needs assessments and other surveys as requested.
- Develop and manage all marketing efforts for the recruitment of online students.
- Provide oversight, planning, and services of the professional development Center for Success.
- Provide administrative support for faculty online professional development services.
- Represent the college on various institutional committees and events.
- Collaborate with other departments to coordinate advisement, registration, library, bookstore and all student related services for distance education students.
- Collaborate with faculty to enhance their instructional delivery with the latest technology, on-campus or online.
- Serve as an instructional resource for faculty during the development and creation/implementation of their online, hybrid and web-enhanced courses using best practices and current theory.
- Assist, as needed, with training instructional personnel in the use of online software, tools and office applications to enhance faculty instruction.
- Work with faculty, individually and in group settings, to provide instruction in effectively utilizing Blackboard, Respondus, Turnitin, and other programs related to the delivery of online instruction Organize faculty/staff vendor training to increase their abilities and understanding of our online course management system (Blackboard).
- Develop distance education training, provide ongoing assessment of its effectiveness, and improve training as appropriate.
- Create and deliver presentations for a variety of constituents.
- Research, interpret, apply and collaborate with colleges on effective strategies to incorporate best practices in distance education.
- Collaborate with the Office of Instruction and Deans for institutional compliance of House Bill 2504.
- Collaborate with the Office of Instruction and divisions/departments to maintain syllabi templates for all ACC courses.
- Other duties as assigned

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform the essential duties and responsibilities listed above. The qualifications listed below are representative of the education, experience, knowledge, skills, and/or abilities required.

EDUCATION

- Requires Master's degree in instructional technology or related field.

EXPERIENCE

- At least five (5) years of related experience.
- Experience administering and overseeing a distance education program.
- Classroom teaching skills and/or experience is highly desirable.

KNOWLEDGE, SKILLS, AND ABILITIES

- Demonstrate in-depth knowledge of and ability to provide instruction related to the development of online, hybrid, and web-enhanced courses, as well as facilitating online instruction.
- Demonstrated knowledge and experience in distance education (all formats), educational telecommunications, copyright law, electronics, instructional technology, instructional design, evaluation, network systems and personal computing.
- Must have the knowledge to make decisions regarding enterprise level equipment and software, training, supplies, budget management, and personnel.
- Must be able to troubleshoot both faculty and student computer issues with regards to all software in use with online, hybrid and web-enhanced courses.
- Must also be knowledgeable in all Coordinating Board, SACSCOC requirements, current theory and best practices for Distance Education.
- Communicate effectively with students, faculty, staff, and administrators.
- Excellent interpersonal and communication skills.

WORK ENVIRONMENT

The incumbent typically works in an office environment and uses a computer, telephone and other office equipment as needed to perform duties. The noise level in the work environment is typical of that of an office. Incumbent may encounter frequent interruptions throughout the work day.

PHYSICAL DEMANDS

The employee is regularly required to sit, talk, or hear; frequently required to use repetitive hand motion, handle or feel, and to stand, walk, reach, bend or lift up to twenty (20) pounds.

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

This job description may be revised upon development of other duties and changes in responsibilities.

X

EMPLOYEE PRINTED NAME

X

SUPERVISORS PRINTED NAME

X

EMPLOYEE SIGNATURE AND DATE

X

SUPERVISOR SIGNATURE AND DATE

Sign and return to HR for placement into employee personnel file.

F. **Consider Approval of Personnel Action (Replacement): Mathematics Faculty**



Dr. Robert J. Exley, Ph.D
President

Your College > Right Now

MEMORANDUM NO: 104-2021

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: July 15, 2021
SUBJECT: Personnel Action (Replacement): Faculty, Mathematics

The individual listed below has been recommended to fill the full-time position of FT Instructor, Mathematics.

Candidate Recommended: Eric Schafer

Education: **University of Houston – Main Campus**
M.S., Mathematics
B.S., Mathematics

Experience: **University of Houston – Clear Lake**
Professional Tutor 2021 – Present
San Jacinto College
Adjunct Faculty, Mathematics May 2017 – Present
Tutor / Math Lab – Student Success Center July 2008 – April 2014
University of Houston & CASA
Teaching Assistant 2015 – 2017

Salary: \$44,378
Master’s / Step 1
2020-21 9-Month Faculty Salary Schedule

RJE:tg

ACC ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

Job Title:	Instructor, Mathematics		
Department:	Mathematics	FLSA Status:	Exempt
Reports to:	Dean of General Education and Academic Support	Salary Step:	Based on Contract Length / Degree
Safety Sensitive:	No	Job Category:	Full-Time Faculty
HR approved:		Date:	
Last updated by:	Human Resources/KC	Date:	01/05/2021

SUMMARY

The instructor will teach a variety of courses within the Math Department including developmental, freshman and sophomore level courses.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Instruct and supervise a diverse population of students in the classroom at various times and locations.
- Possess a commitment to student engagement, student success, and instructional excellence.
- Demonstrate effective communication skills, both written and oral.
- Prepare and utilize a course syllabus and assessments for each course using guidelines established by the institution.
- Maintain current knowledge of effective teaching methodologies and utilizes a variety of instructional delivery methods, classroom media, and educational resources.
- Assist in the recruitment and retention of students.
- Advise students in academic matters or refers students to appropriate resources.
- Assess students' performance through a range of measurement activities and keeps them informed of their progress in a timely manner.
- Engage students through posted office hours and electronic communication.
- Utilize technology to facilitate learning and to access data, maintain records, generate reports, and communicate with others.
- Assist in the development, distribution and collection of assessments for courses and program objectives.
- Build positive and professional relationship with students, colleagues, college administration, and the community.
- Submit timely college reports and forms to the appropriate divisions and departments.

- Provide recommendations to the Instructional Dean, Department Chair, and appropriate college committees regarding curriculum, instruction and division operations.
- Exhibit a commitment to lifelong learning through participation in professional development activities.
- Adhere to Alvin Community College's policies and procedures.
- Attend institutional meetings as required.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform the essential duties and responsibilities listed above. The qualifications listed below are representative of the education, experience, knowledge, skills, and/or abilities required.

EDUCATION

- Master's degree in Mathematics or Master's degree with 18 graduate hours in Mathematics or Mathematical Statistics.
- Preferred Master's in Mathematics or Statistics with a minimum of 18 graduate hours in Mathematics, or a Master's degree in math education or developmental education with 18 graduate hours in the rubrics MATH or STAT from a regionally accredited college / university

EXPERIENCE

Prior teaching experience at the college or university level and/or teaching developmental math courses

KNOWLEDGE, SKILLS, AND ABILITIES

- Must have a working knowledge of Microsoft Office programs, as well as intermediate computer skills.
- Working knowledge of Blackboard course management system preferred.
- Must be familiar with interactive teaching methods and instruction via the Internet.

WORK ENVIRONMENT

The incumbent typically works in a classroom environment and uses a computer, telephone and other office equipment as needed to perform duties. The noise level in the work environment is typical of that of a classroom. Incumbent may encounter frequent interruptions throughout the work day.

PHYSICAL DEMANDS

The employee is regularly required to sit, talk, or hear; frequently required to use repetitive hand motion, handle or feel, and to stand, walk, reach, bend or lift up to twenty (20) pounds.

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

This job description may be revised upon development of other duties and changes in responsibilities.

X _____
EMPLOYEE PRINTED NAME

X _____
SUPERVISORS PRINTED NAME

X _____
EMPLOYEE SIGNATURE AND
DATE

X _____
SUPERVISOR SIGNATURE AND DATE

Sign and return to HR for placement into employee personnel file.

12. **Consider Approval of “Reinstatement” of Alvin Community College Money Purchase Plan (Part-time Employee Retirement)**



Your College > **Right Now**

Dr. Robert J. Exley, Ph.D
President

MEMORANDUM NO: 98-2021

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: July 14, 2021
SUBJECT: "Reinstatement" of Alvin Community College Money Purchase Plan (Part-time Employee Retirement)

Purpose

Every six years the Internal Revenue Service requires retirement plan administrator's to "restate" (amend) their plan for changes that have occurred in the tax law over the previous six years.

Recommendation

It is recommended that the Board of Regents approve the "restatement" of the Alvin Community College Money Purchase Plan as presented by Merkley, Newman & McLaws, Inc. and authorizes Dr. Exley, President for Employer and Karl Stager, Vice President Administrative Services as Trustee, to sign the attached documents related to the Money Purchase Plan on behalf of Alvin Community College.

RJE :tg



Merkley, Newman & McLaws, Inc.

Qualified Retirement Plan Consultants and Administrators

PO Box 5028, Mesa, AZ 85211-5028 • 480-507-6640 • 800-580-2176 • fax: 480-813-7791 • www.mnmpensions.com

July 13, 2021

Karen Edwards
Alvin Community College
3110 Mustang Road
Alvin, TX 77511

RE: Alvin Community College Money Purchase Plan

Dear Ms. Edwards:

Attached are the signature pages relating to the required restatement of the above-referenced Plan to bring the plan current with the laws and regulations relating to the Cycle 3 Restatement. Outlined in this letter are the first steps necessary to implement the restatement of your Plan.

1. **Board of Trustees' Approval.** The restatement of the Plan should be approved by your Board of Trustees (or other governing body.) A proposal for the approval and adoption of the restated documents should be placed on the agenda of their next regularly-scheduled meeting. Please send our office a copy of the minutes of the Board Meeting where the Plan Restatement is approved. (In preparation for the Board of Trustees' Approval of the plan restatement, we have provided a "draft" of the restated Plan Document that can be reviewed at their meeting.)
2. **Signature Pages of the Plan.** Included are the following signature pages:
 1. Signature page of the Adoption Agreement
 2. Signature page of the Trust Agreement

Please have these pages signed digitally where indicated **OR** print a copy of the above items and sign the documents where indicated **as soon as possible** . Please email or fax a copy of the signed documents to our office **AS SOON AS THE DOCUMENTS ARE SIGNED** . Upon receipt of the fully executed signature pages, our office will complete the plan document restatement.

We will provide your office with copies of the Plan Document records with further instructions via email. If you would prefer a hard copy of the plan records be mailed to your business address instead of sent via email, please let us know immediately.

Sincerely,

Merkley, Newman & McLaws, Inc.

Non-Standardized Governmental 401(a)

Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(1)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code§415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as Merkley, Newman & McLaws, Inc. Non-Standardized Governmental 401(a) Pre-Approved Plan #03-001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

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. (*Note: The Effective Date may be retroactive or may be prospective*)

The Provider, Merkley, Newman & McLaws, Inc. will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. 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 Provider no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Provider Name: Merkley, Newman & McLaws, Inc.

Address: P.O. Box 5028 Mesa, AZ 85211

Telephone Number: 480-507-6640

Email address (optional) _____

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: Alvin Community College

Robert J. Exley, PhD – President

DATE SIGNED

3.11 Electronic Communication. Any communication, notice, direction, or other writing in connection with the Trust may be given electronically, under reasonable commercial procedures satisfactory to the Trustee.

3.12 Governing Law. The law of the state or commonwealth where the Employer's principal office is located will determine all questions arising with respect to the provisions of the Trust.

3.13 Reliance on Counsel. The Trustee may consult with legal counsel (who may be of counsel to the Employer) concerning any question which may arise with reference to its duties under this Trust Agreement and the opinion of such counsel shall be full and complete protection to the Trustee in respect to any action taken or suffered by the Trustee in good faith and in accordance with the opinion of such counsel.

3.14 Termination. This Trust Agreement and the Trust created hereby may be terminated at any time by the Employer, and upon such termination, the assets of the Trust shall be paid out by the Trustee as and when directed by the Plan Administrator pursuant to the terms of the Plan and this Trust. When the assets of the Trust have been applied or distributed as provided herein, the Trustee shall be released and discharged from all further accountability or liability respecting the assets of the Trust (or that part of the assets so applied or distributed if the Trust is terminated only in part) or any part thereof so applied or distributed and shall not be responsible in any way or to any person for the further disposition of the assets of the Trust (or that part of the assets so applied or distributed, if the Trust is terminated only in part) or any part thereof so applied or distributed.

**ARTICLE IV
TRUSTEE/CUSTODIAN**

The Trustee(s) , by executing this Trust, hereby accepts its position and agrees to all of the obligations, responsibilities and duties imposed upon the Trustee (or Custodian) under the Trust.

A Trustee who executes the Adoption Agreement need not separately execute this Trust.

EMPLOYER: Alvin Community College

Robert J. Exley, PhD – President

DATE SIGNED

TRUSTEE:

Karl Stager – Vice President, Administrative Services

DATE SIGNED

**ADOPTION AGREEMENT FOR
MERKLEY, NEWMAN & MCLAWS, INC.
NON-STANDARDIZED
GOVERNMENTAL 401(a) PRE-APPROVED PLAN**

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: Alvin Community College

Address: 3110 Mustang Road
Street

<u>Alvin</u>	<u>Texas</u>	<u>77511</u>
City	State	Zip

Telephone: 281-756-3595

Taxpayer Identification Number (TIN): 74-1405330

Employer's Fiscal Year ends: August 31st

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. State government or state agency
- b. County or county agency
- c. Municipality or municipal agency
- d. Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.39). Will any other Employers adopt this Plan as Participating Employers?

- a. No
- b. Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- a. No
- b. Yes (Complete a Participation Agreement for each Participating Employer.)

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Question 9.)

4. PLAN NAME:

Alvin Community College Money Purchase Plan

5. PLAN STATUS

- a. New Plan
- b. Amendment and restatement of existing Plan
CYCLE 3 RESTATEMENT (leave blank if not applicable)
 - 1. This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)
Initial Effective Date of Plan (except for restatements, cannot be earlier than the first day of the current Plan Year)
a. September 1, 1994 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. September 1, 2020 (enter month day, year; NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)
7. PLAN YEAR (Plan Section 1.43) means, except as otherwise provided in d. below:
a. the calendar year
b. the twelve-month period ending on August 31st (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c. N/A
d. beginning on _____ (enter month day, year; e.g., July 1, 2020)
and ending on _____ (enter month day, year).
8. VALUATION DATE (Plan Section 1.53) means:
a. every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
b. the last day of each Plan Year
c. the last day of each Plan Year quarter
d. other (specify day or days): _____ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER
(If none is named, the Employer will be the Administrator (Plan Section 1.2).)
a. Employer (use Employer address and telephone number)
b. The Committee appointed by the Employer (use Employer address and telephone number)
c. Other:

Name: _____
Address: _____
Street
City State Zip
Telephone: _____

10. TYPE OF PLAN (select one)
a. Profit Sharing Plan.
b. Money Purchase Pension Plan.

11. CONTRIBUTION TYPES
The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a. This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
1. All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at g. - j. (optional), skip questions 12-18 and 22-30)
2. All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date

3. as of _____ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b. **Employer contributions other than matching** (Questions 24-25)
 - 1. This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)
- c. **Employer matching contributions** (Questions 26-28)
- d. **Mandatory Employee contributions** (Question 30)
- e. **After-tax voluntary Employee contributions**
- f. **Rollover contributions** (Question 36)

PRIOR CONTRIBUTIONS

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- g. **Employer matching contributions**
- h. **Employer contributions other than matching contributions**
- i. **Rollover contributions**
- j. **After-tax voluntary Employee contributions**

ELIGIBILITY REQUIREMENTS

12. **ELIGIBLE EMPLOYEES** (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)
- a. **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
 - b. **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
 - 1. Union Employees (as defined in Plan Section 1.17)
 - 2. Nonresident aliens (as defined in Plan Section 1.17)
 - 3. Leased Employees (Plan Section 1.29)
 - 4. Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than ___ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
 - 5. Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
 - 6. Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
 - 7. Other: Any Employee covered under the Teacher Retirement System of Texas or the Optional Retirement Program or who is enrolled and regularly attending classes of Alvin Community College (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name).

NOTE: If option 4. - 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.

13. **CONDITIONS OF ELIGIBILITY** (Plan Section 3.1)
- a. **No age and service required.** No age and service required for all Contribution Types (skip to Question 14).
 - b. **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

Eligibility Requirements

- c. **Age Requirement**
 - 1. No age requirement
 - 2. Age 20 1/2
 - 3. Age 21
 - 4. Age _____ (may not exceed 26)
- d. **Service Requirement**
 - 1. No service requirement
 - 2. _____ (not to exceed 60) months of service (elapsed time)
 - 3. 1 Year of Service
 - 4. _____ (not to exceed 5) Years of Service
 - 5. _____ consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed.
 - 6. _____ consecutive months of employment.
 - 7. Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

NOTE: Year of Service means Period of Service if the elapsed time method is chosen.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e. If employed on _____ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
 - 1. service requirement (may let part-time Eligible Employees into the Plan)
 - 2. age requirement
 - 3. waiver is for: _____

Amendment or restatement to change eligibility requirements

- f. This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
 - 1. The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
 - 2. The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a. date such requirements are met
- b. first day of the month coinciding with or next following the date on which such requirements are met
- c. first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d. earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e. first day of the Plan Year coinciding with or next following the date on which such requirements are met
- f. first day of the Plan Year in which such requirements are met
- g. first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. other: _____ (must be definitely determinable)

SERVICE

15. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.40 and 1.55)

- a. No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b. Service with the designated employers is recognized as follows (select c.- e. and one or more of columns 1. – 3.; chose other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

	1.	2.	3.
Other Employer	Eligibility	Vesting	Contribution Allocation
c. <input type="checkbox"/> Employer name: _____	[]	[]	[]
d. <input type="checkbox"/> Employer name: _____	[]	[]	[]
e. <input type="checkbox"/> Employer name: _____	[]	[]	[]
Limitations			
f. <input type="checkbox"/> The following provisions or limitations apply with respect to the recognition of prior service: _____ (e.g., credit service with X only on/following 1/1/19)	[]	[]	[]
h. <input type="checkbox"/> The following provisions or limitations apply with respect to the recognition of service with other employers: _____ (e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)			

NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

16. SERVICE CREDITING METHOD (Plan Sections 1.40 and 1.55)

NOTE: If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.
3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.

a. **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:

1. all purposes (skip to Question 17)
2. the following purposes (select one or more):
 - a. eligibility to participate
 - b. vesting
 - c. allocations, distributions and contributions

b. **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):

1. **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
2. **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
3. **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
 - a. all purposes
 - b. the following purposes (select one or more):
 1. eligibility to participate
 2. vesting
 3. allocations, distribution and contributions

Such method will apply to:

- c. all Employees
- d. Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
- e. other: _____ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

- f. days worked (10 hours per day)
- g. weeks worked (45 hours per week)
- h. semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
- i. months worked (190 hours per month)
- j. bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
- k. other: _____ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).

4. **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ (not to exceed 1,000) Hours of Service for:

- a. all purposes
- b. the following purposes (select one or more):
 1. eligibility to participate
 2. vesting
 3. allocations, distributions and contributions

- c. **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: (select one)
 - 1. all purposes
 - 2. the following purposes (select one or more):
 - a. eligibility to participate
 - b. vesting
 - c. sharing in allocations or contributions

- d. **Other service crediting provisions:** _____ (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service. NOTE: Must not list more than 1,000 hours in this Section.) This servicing credit provision will be used for:
 - 1. All purposes
 - 2. The following purposes (select one or more):
 - a. eligibility to participate
 - b. vesting
 - c. allocations, distributions and contributions

VESTING

- 17. **VESTING OF PARTICIPANT'S INTEREST - EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))**
 - a. N/A (no Employer contributions; skip to Question 19)
 - b. The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

Vesting for Employer contributions other than matching contributions

- c. N/A (no Employer contributions (other than matching contributions); skip to f.)
- d. 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e. The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
 - 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. Cliff: 100% vesting after _____ (not to exceed 15) years
 - 5. Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Vesting for Employer matching contributions

- f. N/A (no Employer matching contributions)
- g. The schedule above will also apply to Employer matching contributions.
- h. 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i. The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
 - 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. Cliff: 100% vesting after _____ (not to exceed 15) years
 - 5. Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

NOTE: If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

18. VESTING OPTIONS

Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a. Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b. Service prior to the computation period in which an Employee has attained age _____.
- c. Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early/Normal Retirement. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d. Death
- e. Total and Permanent Disability
- f. Early Retirement Date
- g. Normal Retirement Age

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.33) means:

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a. **Specific age.** The date a Participant attains age 65
- b. **Age/participation.** The later of the date a Participant attains age _____ or the _____ anniversary of the first day of the Plan Year in which participation in the Plan commenced
- c. **Other:** _____ (must be definitely determinable)

NOTE: If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

Qualified public safety employees. Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d. Age ____ (may not be less than 50 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

20. NORMAL RETIREMENT DATE (Plan Section 1.34) means, with respect to any Participant, the:

- a. date on which the Participant attains "NRA"
- b. first day of the month coinciding with or next following the Participant's "NRA"
- c. first day of the month nearest the Participant's "NRA"
- d. Anniversary Date coinciding with or next following the Participant's "NRA"
- e. Anniversary Date nearest the Participant's "NRA"
- f. Other: _____ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.15)
- a. N/A (no early retirement provision provided)
 - b. Early Retirement Date means the:
 - 1. date on which a Participant satisfies the early retirement requirements
 - 2. first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
 - 3. Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements
- Early retirement requirements**
- 4. Participant attains age _____ AND, completes... (leave blank if not applicable)
 - a. at least _____ Years (or Periods) of Service for vesting purposes
 - b. at least _____ Years (or Periods) of Service for eligibility purposes
- c. Early Retirement Date means: _____ (must be definitely determinable)

COMPENSATION

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).
- Base definition**
- a. Wages, tips and other compensation on Form W-2
 - b. Code §3401(a) wages (wages for withholding purposes)
 - c. 415 safe harbor compensation
- NOTE:** Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.
- Determination period.** Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):
- d. the Plan Year
 - e. the Fiscal Year coinciding with or ending within the Plan Year
 - f. the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.10). Compensation will be adjusted by:

- g. No adjustments. (skip to Question 23. below)
- h. Adjustments. Compensation will be adjusted by (select all that apply):
 - 1. excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
 - 2. excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
 - 3. excluding Compensation paid during the "determination period" while not a Participant in the Plan.
 - 4. excluding Military Differential Pay
 - 5. excluding overtime
 - 6. excluding bonuses
 - 7. other: _____ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

415 Compensation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will include (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a. The defaults listed above apply except for the following (select one or more):
 - 1. Leave cash-outs will be **excluded**
 - 2. Nonqualified unfunded deferred compensation will be **excluded**
 - 3. Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
 - 4. Other: _____ (must be definitely determinable)

Plan Compensation (post-severance compensation adjustments)

- b. Defaults apply. Compensation will include (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
- c. Exclude all post-severance compensation. Exclude all post-severance compensation for allocation purposes.

- d. **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
1. Exclude all post-severance compensation
 2. Regular pay will be **excluded**
 3. Leave cash-outs will be **excluded**
 4. Nonqualified unfunded deferred compensation will be **excluded**
 5. Military Differential Pay will be **included**
 6. Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
- e. Other: _____ (must be definitely determinable)

CONTRIBUTIONS AND ALLOCATIONS

24. **EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS)** (Plan Section 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas):

- a. **Discretionary contribution (no groups).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b. **Discretionary contribution (Grouping method).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.
1. Each Participant constitutes a separate classification.
 2. Participants will be divided into the following classifications with the allocation methods indicated under each classification.

Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of _____
 The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Classification B will consist of _____
 The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Classification C will consist of _____
 The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Classification D will consist of _____
 The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Additional Classifications: _____ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

NOTE: If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

Determination of applicable group. If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a. Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
- b. Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
- c. Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
- d. One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.

- c. **Fixed contribution equal to (only select one):**
1. _____% of each Participant's Compensation for each:
 - a. Plan Year
 - b. calendar quarter
 - c. month
 - d. pay period
 - e. week
 2. \$_____ per Participant.
 3. \$_____ per Hour of Service worked while an Eligible Employee
 - a. up to _____ hours (leave blank if no limit)
 4. other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b))

NOTE: Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).

- d. **Sick leave/vacation 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 sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

1. Sick leave
2. Vacation leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

3. **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 (select all that apply; leave blank if no exclusions):
 - a. The Former Employee must be at least age _____ (e.g., 55)
 - b. The value of the sick and/or vacation leave must be at least \$_____ (e.g., \$2,000)
 - c. A contribution will only be made if the total hours is over _____ (e.g., 10) hours
 - d. A contribution will not be made for hours in excess of _____ (e.g., 40) hours
4. **Active Employees.** Active 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):
 - a. The Employee must be at least age _____ (e.g., 55)
 - b. The value of the sick and/or vacation leave must be at least \$_____ (e.g., \$2,000)
 - c. A contribution will only be made if the total hours is over _____ (e.g., 10) hours
 - d. A contribution will not be made for hours in excess of _____ (e.g., 40) hours

- e. **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)

AND, only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)

2. Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
3. Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
4. Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
5. Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
6. Other: _____ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a. the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
- b. the Employer only
- c. both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute 1.3 % of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision.

- f. **Other:** _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula.

NOTE: Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. **ALLOCATION CONDITIONS (Plan Section 4.3).** If 24.a., b., c., or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

- a. **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).

- b. **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

Conditions for Participants NOT employed on the last day of the Plan Year

- 1. A Participant must complete at least _____ (not to exceed 500) Hours of Service if the actual hours/equivalency method is selected (or at least _____ (not to exceed 3) months of service if the elapsed time method is selected).
- 2. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 3. Participants will NOT share in the allocations, regardless of service.
- 4. Participants will share in the allocations, regardless of service.
- 5. Other: _____ (must be definitely determinable and not subject to Employer discretion)

Conditions for Participants employed on the last day of the Plan Year

- 6. No service requirement.
- 7. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8. A Participant must complete at least _____ Hours of Service during the Plan Year.
- 9. Other: _____ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. Death
- d. Total and Permanent Disability
- e. Termination of employment on or after Normal Retirement Age
 - 1. or Early Retirement Date

26. **EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(b)(2) and Plan Section 4.12).** (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

A. Employee contributions taken into account. For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):

- a. Elective deferrals to a **457 plan**. Enter Plan name(s): _____
- b. Elective deferrals to a **403(b) plan**. Enter Plan name(s): _____
- c. Voluntary Employee Contributions
- d. Other: _____ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

B. Matching Formula. (select one)

e. **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to _____% (e.g., 50) of the Participant's "matched Employee contributions"

1. that do not exceed _____% of a Participant's Compensation (leave blank if no limit)

Additional matching contribution (choose 2. if applicable):

2. plus an additional matching contribution of a discretionary percentage determined by the Employer,

a. but not to exceed _____% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

f. **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____%
Next _____	_____%
Next _____	_____%
Next _____	_____%

g. **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____%
_____	_____%
_____	_____%

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1. vesting purposes
2. eligibility purposes

h. **Flexible Discretionary Match.** (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.

The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)

1. **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible

Discretionary Match” is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the “Flexible Discretionary Match” no later than 60 days following the date on which the last “Flexible Discretionary Match” contribution is made to the Plan for the Plan Year.

- i. **Discretionary - tiered.** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- j. Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula.

NOTE: Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

27. MATCHING CONTRIBUTION PROVISIONS

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:

- a. N/A (no Plan specific limit on the amount of matching contribution)
- b. \$_____.
- c. _____% of Compensation.

- B. **Period of determination.** Any matching contribution other than a “Flexible Discretionary Match” will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. *Skip if the only Matching Contribution is a Flexible Discretionary Match.*):

- d. the Plan Year (potential annual true-up required)
- e. each payroll period (no true-up)
- f. each month (potential monthly true-up required)
- g. each Plan Year quarter (potential quarterly true-up required)
- h. each payroll unit (e.g., hour) (no true-up)
- i. Other (specify): _____ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

28. ALLOCATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c. – h.

- a. **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- b. **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)
Conditions for Participants NOT employed on the last day of the Plan Year.
 - 1. A Participant must complete more than _____ Hours of Service (or _____ months of service if the elapsed time method is selected).
 - 2. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 - 3. Participants will NOT share in the allocations, regardless of service.
 - 4. Participants will share in the allocations, regardless of service.
 - 5. Other: _____ (must be definitely determinable)

Conditions for Participants employed on the last day of the Plan Year

- 6. No service requirement.
- 7. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8. A Participant must complete at least _____ Hours of Service during the Plan Year.
- 9. Other: _____ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. Death
- d. Total and Permanent Disability
- e. Termination of employment on or after Normal Retirement Age
 - 1. or Early Retirement Date

Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f. The Plan Year quarter.
- g. Payroll period.
- h. Other: _____ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. **FORFEITURES (Plan Sections 1.21 and 4.3(e))**

Timing of Forfeitures. Except as provided in Plan Section 1.21, a Forfeiture will occur:

- a. N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
- b. As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
- c. As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
- d. As soon as reasonably practical after the date the Participant severs employment.

Use of Forfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- d. added to the Employer contribution and allocated in the same manner
- e. used to reduce any Employer contribution
- f. allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- g. other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. **MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8)** (skip if mandatory Employee contributions NOT selected at Question 11.d.)

Type of mandatory Employee Contribution. The mandatory Employee contribution is being made in accordance with the following: (select one)

- a. The mandatory Employee contribution is a condition of employment.
- b. The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

Amount of mandatory Employee Contribution (select one)

- c. An Eligible Employee must contribute to the Plan 6.2 % (not to exceed 25%) of Compensation.
- d. An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from _____ % (not less than 1%) to _____ % (not to exceed 25%) of Compensation.

Conditions of Mandatory Employee Contributions

- e. **Additional provisions and conditions:** _____ (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)

Employer pick-up contribution. The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

f. The mandatory Employee contribution is not "picked-up" by the Employer.

DISTRIBUTIONS

31. **FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)**

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a. lump-sums
- b. substantially equal installments
- c. partial withdrawals, provided the minimum withdrawal is \$_____ (leave blank if no minimum)
- d. partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
 - 1. Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
 - 2. Other: _____ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
- e. annuity: _____ (describe the form of annuity or annuities)
- f. other: _____ (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

Cash or property. Distributions may be made in:

- g. cash only, except for (select all that apply; leave blank if none apply):
 - 1. insurance Contracts
 - 2. annuity Contracts
 - 3. Participant loans
 - 4. all investments in an open brokerage window or similar arrangement
- h. cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
 - 1. _____ (must be definitely determinable and not subject to Employer discretion)

Joint and Survivor Annuity provisions. (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

- i. **Joint and Survivor Annuity applicable as normal form of distribution.** The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)
- j. **Joint and Survivor Annuity rules apply based on Participant election.** Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.

AND, if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1. The one-year marriage rule applies.

Spousal consent requirements. Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

- k. **Required for all distributions.** A Spouse must consent to all distributions (other than required minimum distributions).
- l. **Beneficiary designations.** A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

AND, if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1. The one-year marriage rule applies.

32. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. **Accounts in excess of \$5,000**

- a. Distributions may be made as soon as administratively feasible following severance of employment.
- b. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.

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- c. Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d. Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e. Distributions may be made as soon as administratively feasible after _____ months have elapsed following severance of employment.
- f. No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- g. Other: Distributions may be made as soon as administratively feasible following either permanent termination of employment or temporary termination of employment while changing to an employment classification which no longer satisfies the conditions for being an Eligible Employee (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)
- B. **Accounts of \$5,000 or less**
- h. Same as above
- i. Distributions may be made as soon as administratively feasible following severance of employment.
- j. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k. Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)
- C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f. and 32.h.):
- l. Other: _____ (e.g., a subsequent distribution request may only be made in accordance with 1. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)
- D. **Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?
- NOTE:** The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.
- m. No, Participant consent is required for all distributions.
- n. Yes, Participant consent is required only if the distribution is over:
- \$5,000
 - \$1,000
 - \$_____ (less than \$1,000)
- NOTE:** If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.
- 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 as a lump-sum unless selected below.
4. If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$_____ (e.g., \$200).
- E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be included in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.
- o. Exclude rollovers (rollover contributions will be excluded in determining the \$5,000 threshold)
- NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.
33. **DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))**
- Distributions upon the death of a Participant prior to the "required beginning date" will:
- a. be made pursuant to the election of the Participant or "designated Beneficiary"
- b. begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
- c. be made within 5 (or if lesser _____) years of death for all Beneficiaries
- d. be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"
- NOTE:** The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

34. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)

A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a. In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2. - 5. may only be selected with Profit Sharing Plans):
 - 1. Age. The Participant has reached: (select one)
 - a. Normal Retirement Age
 - b. age 62
 - c. age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
 - d. age _____ (may not be less than age 62 for Money Purchase Pension Plans)
 - 2. the Participant has been a Participant in the Plan for at least _____ years (may not be less than five (5))
 - 3. the amounts being distributed have accumulated in the Plan for at least 2 years
 - 4. other: _____ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. – a.3. or a Participant's disability.)

More than one condition. If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

- 5. A Participant must satisfy each condition

NOTE: Distributions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62.

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

- b. all Accounts
- c. only from the following Accounts (select one or more):
 - 1. Account attributable to Employer matching contributions
 - 2. Account attributable to Employer contributions other than matching contributions
 - 3. Rollover Account
 - 4. Transfer Account
 Permitted from the following assets attributable to (select one or both):
 - a. non-pension assets
 - b. pension assets (e.g., from a Money Purchase Pension Plan)
- 5. Mandatory Employee Contribution Account
- 6. Other: _____ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

- d. N/A (no additional limitations)
- e. Additional limitations (select one or more):
 - 1. The minimum amount of a distribution is \$_____.
 - 2. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - 3. Distributions may only be made from Accounts which are fully Vested.
 - 4. In-service distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

B. HARDSHIP DISTRIBUTIONS (Plan Sections 6.12) (may not be selected if this is a Money Purchase Pension Plan)

Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

- f. Hardship distributions are permitted from the following Participant Accounts:
 - 1. all Accounts
 - 2. only from the following Accounts (select one or more):
 - a. Account attributable to Employer matching contributions
 - b. Account attributable to Employer contributions other than matching contributions
 - c. Rollover Account (if not available at any time under Question 36)
 - d. Transfer Account (other than amounts attributable to a money purchase pension plan)
 - e. Mandatory Employee Contribution Account
 - f. Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

NOTE: Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a Money Purchase Pension Plan).

Additional limitations. The following limitations apply to hardship distributions:

- 3. N/A (no additional limitations)

4. Additional limitations (select one or more):
- a. The minimum amount of a distribution is \$_____.
 - b. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. Distributions may only be made from Accounts which are fully Vested.
 - d. A Participant does not include a Former Employee at the time of the hardship distribution.
 - e. Hardship distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

Beneficiary Hardship. Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

5. Hardship distributions for expenses of Beneficiaries are allowed
- Special effective date** (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)
- a. effective as of _____
 - b. eliminated effective as of _____.

MISCELLANEOUS

35. **LOANS TO PARTICIPANTS (Plan Section 7.4)**
- a. New loans are NOT permitted.
 - b. New loans are permitted.
- NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.
36. **ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f)**
- 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. Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
 - b. Participants who are Former Employees
- Distributions.** When may distributions be made from a Participant's Rollover Account?
- c. At any time
 - d. Only when the Participant is otherwise entitled to any distribution under the Plan
37. **HEART ACT (Plan Section 4.11) (select one or more)**
- a. **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply
 - b. **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.

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Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(1)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code§415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as Merkle, Newman & McLaws, Inc. Non-Standardized Governmental 401(a) Pre-Approved Plan #03-001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

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. (*Note: The Effective Date may be retroactive or may be prospective.*)

The Provider, Merkle, Newman & McLaws, Inc. will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. 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 Provider no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Provider Name: Merkley, Newman & McLaws, Inc.

Address: P.O. Box 5028 Mesa, AZ 85211

Telephone Number: 480-507-6640

Email address (optional): _____

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: Alvin Community College

Robert J. Exley, PhD – President

DATE SIGNED

**APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

A. Special effective dates (leave blank if not applicable):

- a. **Special effective date(s):** _____. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance))

B. Other permitted elections (the following elections are optional):

- a. **No other permitted elections**

The following elections apply (select one or more):

- b. **Deemed 125 compensation (Plan Section 1.23).** Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. **Break-in-Service Rules.** The following Break-in-Service rules apply to the Plan.(select 1. or 2.)
1. **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions) (Plan Section 3.5(e)).** The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
 - a. eligibility purposes
 - b. vesting purposes
 2. **Break-in-Service rules for rehired Employees.** The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)
 - a. all Break-in-Service rules set forth in such Sections.
 - b. only the following: _____ (specify which provisions apply to the Plan)
- d. **Beneficiary if no beneficiary elected by Participant (Plan Section 6.2(f)).** In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: _____ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. **Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.** If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.)
1. **Normal form of annuity.** Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)
 - a. joint and 100% survivor annuity
 - b. joint and 75% survivor annuity
 - c. joint and 66 2/3% survivor annuity
 2. **Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)
 - a. 100% of a Participant's interest in the Plan.
 - b. _____% (may not be less than 50%) of a Participant's interest in the Plan.
- f. **Limitation Year (Plan Section 1.30).** The Limitation Year for Code §415 purposes will be _____ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g. **415 Limits when 2 defined contribution plans are maintained (Plan Section 4.4).** If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1. Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts":

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h. **Recognition of Service with other employers** (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

	Eligibility	Vesting	Contribution Allocation
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
3. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
4. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
5. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
6. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

Limitations

7. The following provisions or limitations apply with respect to the recognition of prior service: _____
(e.g., credit service with X only on/following 1/1/19)

i. **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):

1. **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: _____ (must be definitely determinable and satisfy the parameters set forth at Question 17)
2. **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d.):
Applicable Participants. The vesting schedules in Question 17 only apply to:
 - a. Participants who are Employees as of _____ (enter date).
 - b. Participants in the Plan who have an Hour of Service on or after _____ (enter date).
 - c. Participants (even if not an Employee) in the Plan on or after _____ (enter date).
 - d. Other: _____ (e.g., Participants in division A. Must be definitely determinable.)

j. **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

NOTE: This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant is:

1. April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
2. April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
 - a. A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the commencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
 1. N/A (annuity distributions are not permitted)
 2. Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
 3. Upon the recommencement of distributions, a new Annuity Starting Date is created.

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- b. A Participant who had not begun receiving required minimum distributions as of _____ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
1. The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.
- k. **Other spousal provisions (select one or more)**
1. **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: _____
2. **Automatic revocation of spousal designation (Plan Section 6.2(g)).** The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
3. **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
- l. **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: _____
- m. **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: _____ (must be definitely determinable).
- n. **Inclusion of Reclassified Employees (Plan Section 1.17(a)).** The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): _____
- o. **Claims procedures (Plan Section 2.10).** The claims procedures forth in Plan Section 2.10(a) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
1. The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
2. The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: _____ (specify which provisions apply and/or modified)
- p. **Age 62 In-Service Distributions For Transferred Money Purchase Assets (Plan Section 6.11)**
In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
- Limitations.** The following limitations apply to these in-service distributions:
1. The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
2. N/A (no limitations)
3. The following elections apply to in-service distributions at age 62 (select one or more):
- a. The minimum amount of a distribution is \$_____ (may not exceed \$1,000).
- b. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
- c. Distributions may only be made from Accounts which are fully Vested.
- d. In-service distributions may be made subject to the following provisions: _____ (must be definitely determinable and not subject to discretion).
- q. **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested

ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The 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.

A. **Loan limitations.** Note: the separate loan program required by the DOL will override any inconsistent selections made below. (complete only if loans to Participants are permitted)

- a. Limitations (select one or more; leave blank if none apply):
 - 1. Loans will be treated as Participant directed investments.
 - 2. Loans will only be made for hardship or financial necessity as defined below (select a. or b.)
 - a. hardship reasons specified in Plan Section 12.10
 - b. other: _____ (specify financial necessity)
 - 3. The minimum loan will be \$ _____ (may not exceed \$1,000).
 - 4. A Participant may only have _____ (e.g., one (1)) loan(s) outstanding at any time.
 - 5. 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.
 - 6. The home loan term will be _____ years. (if not selected, the Administrator establishes the term for repayment of a home loan)
 - 7. Account restrictions. Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
 - a. Pre-Tax Elective Deferral Account (may only be selected with 401(k) Plans)
 - b. Roth Elective Deferral Account (may only be selected with 401(k) Plans)
 - c. Account(s) attributable to Employer matching contributions (includes matching "ADP test safe harbor contributions") (may only be selected with 401(k) Plans)
 - d. Account attributable to Employer Nonelective Contributions
 - e. Qualified Nonelective Contribution Account (for 401(k) plans, includes nonelective "ADP test safe harbor contributions")
 - f. Rollover Account
 - g. Transfer Account attributable to (select one or both; may only be selected with 401(k) or Profit Sharing Plans):
 - 1. non-pension assets
 - 2. pension assets (e.g., from a money purchase pension plan)
 - h. Voluntary Contribution Account
 - i. Other: _____

AND, if loans are restricted to certain Accounts, the limitations of Code §72(p) and the adequate security requirement of the DOL Regulations will be applied:

- j. by determining the limits by only considering the restricted Accounts.
- k. by determining the limits taking into account a Participant's entire interest in the Plan.

Additional loan provisions (select all that apply; leave blank if none apply)

- b. **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll; e.g., partner who only has a draw):
 - 1. payroll deduction
 - 2. ACH (Automated Clearing House)
 - 3. check
 - a. Only for prepayment
- c. **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
 - 1. _____ percentage points over the prime interest rate
 - 2. _____%
 - 3. the Administrator establishes the rate in a nondiscriminatory manner
- d. **Refinancing.** Loan refinancing is allowed.

B. **Life insurance.** (Plan Section 7.5)

- a. Life insurance may not be purchased.
- b. Life insurance may be purchased...
 - 1. at the option of the Administrator
 - 2. at the option of the Participant

Limitations

- 3. N/A (no limitations)
- 4. The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
 - a. Each initial Contract will have a minimum face amount of \$ _____.
 - b. Each additional Contract will have a minimum face amount of \$ _____.

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- c. The Participant has completed _____ Years (or Periods) of Service.
- d. The Participant has completed _____ Years (or Periods) of Service while a Participant in the Plan.
- e. The Participant is under age _____ on the Contract issue date.
- f. The maximum amount of all Contracts on behalf of a Participant may not exceed \$_____.
- g. The maximum face amount of any life insurance Contract will be \$_____.

C. Plan expenses and Forfeitures

Plan expenses. Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a. No
- b. Yes

Use of Forfeitures (skip if this is NOT a Profit Sharing Plan or a 401(k) Plan; for a Money Purchase Pension Plan, see 32.d.-g. on the Adoption Agreement)

Other than Employer matching contributions. Forfeitures of amounts attributable to Employer contributions other than Employer matching contributions will be:

- c. added to any Employer discretionary contribution (for 401(k) plans, matching or profit sharing) and allocated in the same manner
- d. used to reduce any Employer contribution
- e. added to any Employer matching contribution and allocated as an additional matching contribution (may only be selected with 401(k) Plans)
- f. allocated to all Participants eligible to share in the allocations of profit sharing contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- g. other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

Matching contributions. Forfeitures of amounts attributable to Employer matching contributions will be: (skip if this is NOT a 401(k) Plan)

- h. N/A (same as above or no Employer matching contributions)
- i. used to reduce the Employer matching contribution (other than contributions that must be fully Vested when contributed such as QNECs, QMACs and "ADP test safe harbor" contributions that are not made pursuant to a QACA) (see Note below)
- j. added to any Employer matching contribution and allocated as an additional matching contribution
- k. added to any Employer discretionary profit sharing contribution
- l. used to reduce any Employer contribution
- m. other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

NOTE: The reallocation of Forfeitures could affect the Plan's top-heavy exemption (see Plan Section 12.8(f)). One approach to avoid this result is to provide for a discretionary matching contribution that satisfies the "ACP test safe harbor" provisions (i.e., select Question 28A.b and select a discretionary matching contribution at Question 29) and then allocate Forfeitures as a matching contribution.

D. Directed investments (Plan Section 4.10)

- a. Participant directed investments are NOT permitted.
- b. Participant directed investments are permitted from the following Participant Accounts:
 - 1. all Accounts
 - 2. only from the following Accounts (select one or more):
 - a. Pre-Tax Elective Deferral Account (may only be selected with 401(k) Plans)
 - b. Roth Elective Deferral Account (may only be selected with 401(k) Plans)
 - c. Account(s) attributable to Employer matching contributions (includes matching "ADP test safe harbor contributions") (may only be selected with 401(k) Plans)
 - d. Account attributable to Employer Nonelective Contributions
 - e. Qualified Nonelective Contribution Account (for 401(k) plans, includes nonelective "ADP test safe harbor contributions")
 - f. Rollover Account
 - g. Transfer Account
 - h. Voluntary Contribution Account
 - i. Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

Directed investment options (If directed investments are 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.

E. **Rollover limitations.** Will the Plan specify which sources of rollovers will be accepted? (skip if rollover contributions are NOT selected at 12.f.)

- a. No, Administrator determines in operation which sources will be accepted.
- b. Yes

Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more)

- 1. **Direct rollovers.** Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
 - a. a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
 - b. a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
 - c. a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
 - d. a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
 - e. a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
 - f. a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
 - g. a governmental plan described in Code §457(b) (eligible deferred compensation plan)
 - h. if this Plan permits Roth Elective Deferrals, a Roth Elective Deferral Account from (select one or more) (may only be selected with 401(k) Plans):
 - 1. a qualified plan described in Code §401(a)
 - 2. a plan described in Code §403(b) (a tax-sheltered annuity)

Direct rollovers of Participant loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- i. The Plan will accept a direct rollover of a Participant loan
 - 1. only in the following situation(s): _____ (e.g., only from Participants who were employees of an acquired organization; leave blank if not applicable).
- 2. **Participant rollover contributions from other plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):
 - a. a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
 - b. a plan described in Code §403(a) (an annuity plan)
 - c. a plan described in Code §403(b) (a tax-sheltered annuity)
 - d. a governmental plan described in Code §457(b) (eligible deferred compensation plan)
- 3. **Participant rollover contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

F. **Elective Deferral procedures** (may only be selected with 401(k) Plans)

Optional date. Participants may commence Elective Deferrals on the effective date of participation. Participants may also commence making Elective Deferrals on (leave blank if not applicable):

- a. _____ (must be at least once each calendar year)

Elective Deferral modifications. Participants may modify Elective Deferral elections:

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

Escalation (leave blank if not applicable)

- g. Include option 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: _____

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Timing of escalation. The escalation will apply as of:

- 3. first day of each Plan Year
- 4. anniversary of date of participation
- 5. other: _____

First period of application. Unless selected below, the escalation provision above will apply as of the second period specified above that begins after the period in which the Participant first has contributions made pursuant to a default election.

- 6. The escalation provision will apply as of the first period after the Participant first has contributions made pursuant to a default election.

Suspended Elective Deferrals. If a Participant's Elective Deferrals must be suspended pursuant to a provision of the Plan, 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.

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

Re-enrollment of existing Affirmative Elections. Affirmative Elections will remain in effect until revoked or modified by a Participant unless selected below.

- j. Affirmative Elections lapse at the end of each Plan Year.
- k. Affirmative Elections lapse: _____

Application to Automatic Deferral provisions to rehired Employees. Unless this Plan is a QACA, or with respect to withdrawal rights for EACAs, then rehired Employees are treated as new hires pursuant to the following (leave blank if not applicable):

- i. A rehired Employee is only treated as a new hire for purposes of the Automatic Deferral provisions (except as otherwise provided in the Basic Plan Document) if the rehired Employee has separated from service for at least _____ (enter a period; e.g., 3 months)

G. Trustee(s) or Insurer(s). Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement)

(NOTE: Select a. if not using provided trust. MUST select b and following questions as applicable):

- a. Do not produce the trust agreement
- b. Complete the following UNLESS not selecting supporting forms:

Trustee/Insurer (select c. OR one or more of d. - e.)

- c. **Insurer.** This Plan is funded exclusively with Contracts (select one or more of 1. - 4. skip to q.)

Name of Insurer(s)/Address

- 1. _____
- 2. _____
- 3. Use Employer address/telephone number/email
- 4. Use following address/telephone number/email
 - a. Street: _____
 - b. City: _____
 - c. State: _____
 - d. Zip: _____
 - e. Telephone: _____
 - f. Email: _____

- d. Individual Trustee(s)
- e. Corporate Trustee

Name of Trust

- f. Specify name of Trust (required for FIS trust): Alvin Community College Money Purchase Trust

Individual Trustees (if d. selected above, complete g. - j.)

Directed/Discretionary Trustees. The individual Trustee(s) executing this Adoption Agreement are (select g. or h.)

- g. Select for each individual Trustee (skip to next question)
- h. The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable)
 - 1. A discretionary Trustee over all plan assets (may not be selected with 2. - 4.)
 - 2. A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.)
 - 3. The individual Trustee(s) will serve as a discretionary Trustee over the following assets: _____ (may not be selected with 1. or 2.)

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4. The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets:
_____ (may not be selected with 1. or 2.)

Individual Trustee(s)

- i. Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below)

a. Name Karl Stager

Title/Email:

1. Title Vice President, Administrative Services
2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

3. Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets: _____ (may not be selected with 3. or 5.)

b. Name _____

Title/Email:

1. Title _____
2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

3. Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets: _____ (may not be selected with 3. or 5.)

c. Name _____

Title/Email:

1. Title _____
2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

3. Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets: _____ (may not be selected with 3. or 5.)

- j. **Individual Trustee Address** (complete if d. selected above)

1. Use Employer address/telephone number/email
2. Use following address/telephone number/email
a. Street: _____
b. City: _____
c. State: _____
d. Zip: _____
e. Telephone: _____
f. Email: _____

Corporate Trustee Name/Type/Address (complete if e. selected above)

k. Name _____

Address/telephone number/email

1. Use Employer address/telephone number/email
2. Use following address/telephone number/email
a. Street: _____
b. City: _____
c. State: _____
d. Zip: _____
e. Telephone: _____

f. Email: _____

Directed/Discretionary. The Corporate Trustee is (select 3. - 6. as applicable)

- 3. A discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3., 5. or 6.)
- 5. A discretionary Trustee over the following assets: _____ (may not be selected with 3. - 4.)
- 6. A nondiscretionary (directed) Trustee over the following plan assets _____ (may not be selected with 3. - 4.)

Signee (optional):

- 7. Name of person signing on behalf of the corporate Trustee _____
- 8. Email address of person signing on behalf of the corporate Trustee _____

Special Trustee for collection of contributions. The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions (*optional*)

- l. **Name** _____
- Title:**
- 1. _____

Address/telephone number/email

- 2. Use Employer address/telephone number/email
- 3. Use following address/telephone number/email
 - a. Street: _____
 - b. City: _____
 - c. State: _____
 - d. Zip: _____
 - e. Telephone: _____
 - f. Email: _____

Custodian(s) Name/Address . The Custodian(s) are (*optional*)

- m. **Name(s)** _____

Address/telephone number/email

- 1. Use Employer address/telephone number/email
- 2. Use following address/telephone number/email
 - a. Street: _____
 - b. City: _____
 - c. State: _____
 - d. Zip: _____
 - e. Telephone: _____
 - f. Email: _____

Investment in common, collective or pooled trust funds. The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: (*optional*)

- n. _____ (Specify the names of one or more trust funds in which the Plan can invest)

Choice of law

- o. This trust will be governed by the laws of the state of:
 - 1. State in which the Employer's principal office is located
 - 2. State in which the corporate trustee or insurer is located
 - 3. Other _____

ALVIN COMMUNITY COLLEGE MONEY PURCHASE TRUST

The Employer hereby establishes or restates the Alvin Community College Money Purchase Trust, pursuant to the following terms and conditions. The Trustee accepts the Trust hereby created and agrees to perform the obligations this Trust imposes on the Trustee.

ARTICLE I DEFINITIONS

1.01 Plan. This Trust is associated with the following plan ("the Plan"): Alvin Community College Money Purchase Plan, which is intended to be qualified under Code §401(a). All of the definitions of the Plan are incorporated into this Trust by reference. All "Section" references in this Trust are to provisions of the Trust and not to Provisions of the Plan, unless otherwise clearly indicated. The Trustee may rely upon the terms of the Plan, including identification of the Named Fiduciary and Plan Administrator, as well as any documents relating to the Plan provided by the Employer, Named Fiduciary, or Plan Administrator, until such time as the Trustee receives a replacement document or a revocation of the prior document.

1.02 Trustee. Trustee means the person or persons who as Trustee, Insurer, or Custodian execute the Trust, or any successor in office who in writing accepts the position. Such signature shall indicate the capacity in which the person is agreeing to serve, either as Discretionary Trustee, Directed Trustee, Insurer, or Custodian. The Trustee is identified in Article 4. References to Trustee do not include a Special Trustee (as described in Section 2.06), unless the context requires otherwise. If the Plan is funded totally by insurance contracts, the Insurer shall be the Trustee and shall have all powers of a Custodian hereunder. If the sponsor is a bank, savings and loan, trust company, credit union or similar institution, a person or entity other than the sponsor (or its affiliates or subsidiaries) may not serve as Trustee without the written consent of the pre-approved plan sponsor.

1.03 Trust Fund. The Trust Fund means and includes all property of every kind acquired by the Plan and held by the Trust, other than incidental benefit insurance contracts. The Trust Fund is intended to be a qualified trust under Code § 501(a); all contributions so received, together with the income therefrom and any other increment thereon, shall be held, invested, reinvested and administered by the Trustee pursuant to the terms of this agreement. All right, title and interest in and to the assets of the Trust Fund shall be at all times, vested exclusively in the Trustee. Only assets actually received by Trustee will become part of the Trust Fund. Plan Sponsor acknowledges and agrees that it is responsible for effectuating the transfer of any assets held by a prior trustee or custodian to Trustee. All assets so received, together with the income there from and any other increment thereon, shall be held by Trustee pursuant to the terms of this agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall have only such duties with respect to the Plan as are set forth in this agreement.

1.04 Effective Date. The Trust is effective on the Effective Date of the Plan. To the extent the Plan has operated under a prior trust agreement (including one incorporated into the Plan document), this document amends and restates the Trust effective as of the later of the date it is executed or when the Trustee receives assets.

1.05 Employer. The Employer means the Employer named in the Plan. By an appendix to this Trust, the Employer may provide that any and all powers of the Employer hereunder may be exercised by the Named Fiduciary specified in the Plan.

ARTICLE II TRUSTEE POWERS AND DUTIES

2.01 Discretionary Trustee Powers. A Discretionary Trustee has full discretion and authority with regard to the investment of the Trust Fund, except as to a Plan asset: (i) properly under the control or the direction of an Investment Manager, ancillary trustee or other Plan fiduciary; (ii) subject to proper Employer or Named Fiduciary direction of investment; or (iii) subject to proper Participant or Beneficiary direction of investment. The exercise of any investment discretion hereunder shall be consistent with the funding policy determined by the Employer. Any such policy shall be consistent with the objectives of this Plan and with the requirements of Title I of the Act. The Discretionary Trustee is authorized and empowered, but not by way of limitation, with the following powers:

(A) **General Powers.** To invest and reinvest the Trust Fund and to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Trustee shall deem advisable, including, but not limited to: any time deposits, or savings accounts, common or preferred stocks, open end or closed end mutual funds (including proprietary funds), put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U.S. Treasury bills, U.S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, to buy or sell options on common stock on a nationally recognized exchange with or without holding the underlying common stock, to open and to maintain margin accounts, to engage in short sales, to buy and sell commodities, commodity options and contracts for the future delivery of commodities, and to make any other investments the Trustee deems appropriate. In making such investments, the Trustee shall not be restricted to securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Trustee shall give due regard to any limitations imposed by the Code or the Act, so that at all times this Plan may qualify as a qualified Plan and Trust. The Trustee shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence, and diligence

under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

(B) Liquidity. To retain in cash so much of the Trust Fund as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust Fund in a bank or other institutional account at reasonable interest or without interest if the Trustee determines that such deposits are reasonable or necessary to facilitate a Plan transaction or for other purposes, but consistent with the Trustee's duties under Section 2.05.

(C) Trustee's Common/Collective Funds. To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by any State, in any type of deposit of the Trustee (or of a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund, as described in Code §584, or in a collective investment fund, (including a group trust described in Section 3.08), the provisions of which govern the investment of such assets and which the Plan incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or the affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency, as applicable.

(D) Real/Personal Property. To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such considerations and on such terms and conditions as the Trustee decides.

(E) Borrowing. To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund. No person lending money to the Trust shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing.

(F) Claims. To compromise, contest, arbitrate or abandon claims and demands affecting the investment of Trust assets, in the Trustee's discretion. However, nothing in this paragraph requires a Participant or Beneficiary to arbitrate any claim under the Plan.

(G) Voting, Tender, Exercise. To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, including any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property.

(H) Mineral rights. To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interests in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders.

(I) Annuities or other Contracts. To apply for and procure from the Insurer as an investment of the Trust Fund any annuity or other Contracts (on the life of any Participant, or in the case of a profit sharing plan (including a 401(k) Plan), on the life of any person in whom a Participant has an insurable interest, or on the joint lives of a Participant and any person in whom the Participant has an insurable interest) as the Plan Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other Contracts; to collect, receive, and settle for the proceeds of all such annuity, or other Contracts as and when entitled to do so under the provisions thereof.

(J) Title. To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship. However, any securities held in a nominee or street name must be held on behalf of the Plan by: (a) a bank or trust company that is subject to supervision by the United States, any State, or a nominee of such bank or trust company; (b) a broker or dealer registered under the Securities Exchange Act of 1934 or a nominee of such broker or dealer; or (c) a clearing agency as defined in Securities Exchange Act of 1934, Section 3(a)(23), or its nominee.

(K) Hold Pending Dispute Resolution. To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes final adjudication.

(L) Litigation. To settle, compromise, or submit to arbitration (provided such arbitration does not apply to Participants or Beneficiaries) any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings. The Trustee shall have no obligation to undertake, defend or continue to maintain any action or proceeding arising in connection with the Trust, unless and until the Employer requests the Trustee to do so and agrees in writing to indemnify the Trustee against the Trustee's costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto, to be primarily liable for such payment and to make periodic payments in respect of such fees and expenses during the course of such proceedings. If the

Employer thereafter does not pay such costs, expenses and liabilities in a reasonably timely manner, the Trustee shall discontinue participation in such action or proceeding, and charge the assets of the Trust Fund to the extent sufficient for any unpaid fees and expenses.

(M) Investment Policy. To adopt and to amend from time to time, an investment policy consistent with the Plan's funding policy.

(N) Bank. The Trustee may employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be of a custodial, clerical and record keeping nature.

(O) Pooling Assets. To pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Employer or any related or affiliated Employer, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and Trust and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests.

(P) Catch All. To perform any and all other acts which in the Trustee's judgment are necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust.

2.02 Directed Trustee. Except as otherwise provided herein, a Directed Trustee has all of the same powers as a Discretionary Trustee in Section 2.01 except that the Directed Trustee only may exercise such powers pursuant to a proper written direction. A "proper written direction" means the written direction of a Plan fiduciary or of a Participant or Beneficiary with authority over the Trust asset which is the subject of the direction. Written direction may be given electronically. The Employer and the Directed Trustee may, in writing, limit the powers of the Directed Trustee to any combination of powers listed within Section 2.01. The party which has the authority to manage and control the investment of the Plan assets shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Employer, in adopting this Trust, acknowledges and agrees:

(A) No Discretion. The Directed Trustee does not have any discretion as to the investment or the reinvestment of the Trust Fund and the Directed Trustee is acting solely as a directed fiduciary as to the assets comprising the Trust Fund, to the extent that the Directed Trustee has the authority to act upon such assets as granted by the Employer.

(B) No Review or Recommendations. The Directed Trustee does not have any duty to review or to make recommendations regarding investments made pursuant to a proper written direction.

(C) No Action Without Direction. The Directed Trustee must retain any investment obtained upon a proper written direction until receipt of another proper written direction to dispose of such investment.

(D) No Liability for Following Orders. The Directed Trustee is not liable in any manner or for any reason for making, retaining or disposing of any investment pursuant to any proper written direction.

(E) Indemnity. The Employer will indemnify, defend and hold the Directed Trustee harmless from any damages, costs or expenses, including reasonable attorneys' fees, which the Directed Trustee may incur as a result of any claim asserted against the Directed Trustee or the Trust arising out of the Directed Trustee's compliance with any proper written direction.

2.03 Agents. The Trustee may employ and pay from the Trust Fund reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee reasonably may delegate to any agent, attorney, accountant or other person selected by it any power or duty vested in it by the Plan, to the extent that such delegation of power or duty is allowed under ERISA, and the Trustee may act reasonably or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

2.04 Orphaned Plan. If the Trustee determines that the Employer has abandoned the Plan, the Trustee (if qualified to so act) may appoint itself as a Qualified Termination Administrator ("QTA"), as defined in Department of Labor guidance, for purposes of terminating the Plan and distributing all Plan Accounts. As a QTA, the Trustee may undertake all authorized acts to wind up the Plan, including causing the Trust to pay from Trust assets to the QTA and to other service providers a reasonable fee for services rendered. A Directed Trustee may serve as a QTA without regard to the receipt of proper written direction.

2.05 Duties. The Trustee agrees to perform the responsibilities expressly imposed on it hereunder. The Employer and the Trustee intend that nothing shall be construed to require the Trustee to perform any responsibility or function that it has no express authority to perform under this agreement. The Trustee agrees to the following duties:

(A) ERISA. If ERISA applies to the Plan and to the extent that ERISA so requires, to act: (a) solely in the interest of Participants and Beneficiaries for the exclusive purposes of providing benefits under the Plan and defraying the reasonable expenses of Plan administration; (b) with the care, skill, prudence and diligence under the circumstances then prevailing as would a prudent person acting in a like capacity and familiar with such matters; (c) by diversifying Trust investments so as to minimize

the risk of large losses unless not prudent under the circumstances to do so; and (d) in accordance with the Plan to the extent that the Plan is consistent with ERISA.

(B) Investment Policy. To coordinate its investment policy with Plan financial needs as communicated to it by the Plan Administrator.

(C) Trust Accounting. To furnish to the Employer and to the Plan Administrator an annual statement of account showing the condition of the Trust Fund and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement, including the net income, or loss, of the Trust Fund, the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets, and the increase, or decrease, in the value of the Trust Fund, stating the assets of the Trust held at the end of the Plan Year. Such statements are conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 45 days after the receipt of the statements or for which ERISA authorizes a longer period within which to object. The Trustee also may agree with the Employer or Plan Administrator to provide the information described in this paragraph more frequently than annually. Nothing contained in this Section shall deprive the Trustee of any right to have its accounts judicially settled if the Trustee so desires. To the extent permitted by law, but subject to any express provision of applicable law as may be in effect from time to time to the contrary, no person other than the Plan Administrator or Employer may require an accounting or bring any action against the Trustee with respect to the assets of the Trust or its actions as Trustee.

(D) Trust Valuation. To the extent directed by the terms of the Plan, the Plan Administrator, or the Named Fiduciary, to report the value of the Trust Fund and as applicable, the value of the Trust assets within each Participant or Beneficiary Account provided, however, the Trustee reserves the right to notify the Plan Administrator or Named Fiduciary of any non-marketable securities or other property held under the Trust without a readily-determinable value, and such securities or other property shall be valued as determined by the Plan Administrator or Named Fiduciary or other fiduciary (but not the Trustee) at least annually. However, if the Trustee is a Directed Trustee (as defined in this document) the Named Fiduciary will value the assets and will provide the valuation to the Trustee, unless the Trustee and the Named Fiduciary agree that the Trustee will conduct the valuation. The Trustee may reasonably rely on any valuation the Named Fiduciary conducts and provides.

(E) Distributions. To credit and distribute the Trust Fund as the Plan Administrator directs. The Trustee is not obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee is accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the direction of the Plan Administrator. The Trustee must promptly notify the Plan Administrator of any unclaimed Plan payment or distribution and then dispose of the distribution in accordance with the Plan Administrator's direction, including any processes or limitations enumerated in the Plan document. The Trustee shall be released and discharged from all further accountability or liability respecting such assets of the Trust, shall be fully protected in making payments out of the assets of the Trust in accordance with such written directions, and shall have no responsibility to see to the application of such payments or to ascertain whether such directions comply with the provisions of the Plan.

(F) Fees/Expenses. To pay from the Trust Fund all reasonable Plan fees and expenses, and if applicable to allocate the fees and expenses to Plan Accounts, both as the Plan Administrator directs. Any fee or expense that the Employer pays, directly or indirectly, is not an Employer contribution to the Plan, provided the fee or the expense relates to the ordinary and necessary administration of the Trust Fund.

(G) Loans. To make loans to a Participant or to a Beneficiary in accordance with the Plan Administrator's direction and the terms of the Plan.

(H) Records/Statements. To keep the Trustee's Plan records open to the inspection of the Plan Administrator and the Employer at all reasonable times and to permit the review or audit of such records from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee must furnish the Plan Administrator with whatever information relating to the Trust Fund the Plan Administrator considers necessary to perform its duties as Plan Administrator.

(I) Tax Returns. To file all information and tax returns required of the Trustee.

(J) Incapacity. To follow the direction of the Plan Administrator with regard to distributions to any Participant or Beneficiary whom the Plan Administrator has determined to be incapacitated (such as physical or mental incapacity, or age as defined by the Plan). The Trustee also will provide any reasonable information and take any reasonable action that the Plan Administrator requests relating to a determination of incapacity or otherwise pertaining to the administration of the Account of any incapacitated person. The Trustee has no duty or liability with regard to such distributions except to follow the instructions of the Plan Administrator.

(K) Bond. To provide a bond for the faithful performance of its duties as Trustee under the Trust to the extent required by ERISA.

(L) Contributions. To receive, take and hold any contributions paid to the Trustee by the Employer in cash or, in the case of a profit sharing plan, such other property as may be acceptable to the Trustee. All contributions so received together with the

income therefrom and any other increment thereon shall be held managed and administered by the Trustee pursuant to the terms of this Trust without distinction between principal and income and without liability for the payment of interest thereon. Notwithstanding the foregoing, the Trustee agrees to perform the responsibilities expressly imposed on it. The Employer and the Trustee intend that nothing shall be construed to require the Trustee to perform any responsibility or function that it has no express authority to perform under this agreement.

2.06 Duty to Collect Employer Contributions.

(A) **Duty.** A discretionary Trustee has the duty to collect Employer contributions, including, but not limited to, elective deferrals, except to the extent such duty is limited by the Employer or as provided in paragraph (B). A Directed Trustee does not have the duty to collect employer contributions and the Employer represents and warrants that it either has responsibility as a "named fiduciary" (as defined in ERISA §402(a)(2)) or has properly delegated the responsibility to a Plan fiduciary, other than the Directed Trustee, for determining the correctness, amount and timing of contributions and for the collection of contributions. This duty is effective no sooner than the later of the date the Employer signs this Agreement or the date the Trustee or Special Trustee executes either this Agreement or otherwise accepts its responsibilities under the Agreement.

(B) **Special Trustee.** If a Special Trustee has been appointed, the Special Trustee will have the duty to collect Employer Contributions, working with the highest-ranking officer of the Employer in the case of resignation or removal until another Trustee is appointed. This is the sole duty of the Special Trustee, acting in that capacity. No other Trustee has any duty to ensure that the contributions received comply with the provisions of the Plan or is obliged to collect any contributions from the Employer. No Trustee, other than the Special Trustee, is obliged to ensure that funds deposited are deposited according to the provisions of the Plan. The Special Trustee will either execute the Trust Agreement or a form accepting its position and agreeing to its obligations hereunder. The Special Trustee may perform any and all acts which in the Special Trustee's judgment are necessary or appropriate for the proper and advantageous discharge of its responsibilities.

(C) **Standards.** In determining how to discharge any duty to collect contributions, a Trustee, Special Trustee, or other Named Fiduciary of the Plan should weigh the value of the Plan assets involved, the likelihood of a successful recovery, and the expenses expected to be incurred. Among other factors, a Trustee, Special Trustee or other Named Fiduciary of the Plan may take into account the Employer's solvency in deciding whether to expend Plan assets to pursue a claim.

ARTICLE III ADMINISTRATIVE PROVISIONS

3.01 Co-fiduciary Liability. Each fiduciary under the Trust is responsible solely for his/her or its own acts or omissions. A fiduciary does not have any liability for another fiduciary's breach of fiduciary responsibility with respect to the Trust unless the fiduciary: (a) participates knowingly in or undertakes to conceal the breach; (b) has actual knowledge of the breach and fails to take reasonable remedial action to remedy the breach; or (c) through failure to perform his/her or its own specific fiduciary responsibilities that give rise to fiduciary status, the fiduciary has enabled the other fiduciary to commit a breach of the latter's fiduciary responsibility.

3.02 Limitation of Liability.

(A) **Apportionment of duties.** The Named Fiduciary, the Trustee(s) and any properly appointed Investment Manager may execute a written agreement as a part of this Plan delineating the duties, responsibilities and liabilities of the Investment Manager or Trustee(s) with respect to any part of the Trust Fund under the control of the Investment Manager or the Trustee(s).

(B) **Investment Manager.** The Trustee is not liable for the acts or omissions of any Investment Manager the Named Fiduciary may appoint, nor is the Trustee under any obligation to invest or otherwise to manage any asset of the Trust Fund which is subject to the management of a properly appointed Investment Manager. If investment of the Plan assets is to be directed in whole or in part by an Investment Manager, the Trustee shall be under no duty or obligation to review any investment to be acquired, held or disposed of pursuant to such directions nor to make any recommendations with respect to the disposition or retention of any such investment. The Trustee shall have no liability or responsibility for acting or not acting pursuant to the direction of, or failing to act in the absence of any direction from, the Investment Manager.

(C) **Other Fiduciaries.** The Trustee is not liable for the acts or omissions of any ancillary trustee or independent fiduciary properly appointed under Section 3.06. However, if a Discretionary Trustee, pursuant to the delegation described in Section 3.06, appoints an ancillary trustee, the Discretionary Trustee is responsible for the periodic review of the ancillary trustee's actions and the ancillary trustee must exercise its delegated authority in accordance with the terms of the Plan and in a manner consistent with ERISA.

(D) **Indemnity.** To the extent permitted by the Code and ERISA, the Employer agrees to indemnify and hold harmless the Trustee against any and all claims, losses, damages, expenses and liabilities the Trustee may incur in the exercise and performance of the Trustee's powers and duties hereunder, unless the same are judicially determined to be due to gross negligence or willful misconduct; including, but not limited to, attorney's fees in expenses covered. This provision applies whether or not the Trustee has resigned or has been removed.

(E) **Receipt of Assets.** The Trustee shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred to the Trust, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee under the terms of the Plan.

(F) **Insurer.** The Trustee (other than an Insurer acting as Trustee) shall not be responsible for the validity of the provisions under an insurance contract issued to the Plan or for the failure or refusal by the Insurer to provide benefits under such contract. The Trustee is also not responsible for any action or failure to act by the Insurer or any other person which results in the delay of a payment under the contract or which renders the contract invalid or unenforceable in whole or in part.

(G) **Direction.** If the Trustee shall be directed by a Participant (pursuant to Plan authorized procedures), the Employer, or an Investment Manager or other agent appointed by the Employer with respect to the investment of any or all Plan assets, the Trustee shall have no liability with respect to the investment of such assets, but shall be responsible only to execute such investment instructions as so directed. In addition, if the investment of Plan assets is to be directed by Participants, the Plan Administrator, Employer or other designated Named Fiduciary shall be solely responsible for the Plan satisfying the various criteria set forth in Department of Labor Regulation §2550.404c-1 for qualification as an "ERISA Section 404(c) Plan."

(1) **Reliance.** The Trustee shall be entitled to rely fully on the written (or other form acceptable to the Plan Administrator and the Trustee, including but not limited to, voice recorded) instructions of a Participant (pursuant to the Plan procedures), the Employer, or any fiduciary or nonfiduciary agent of the Employer, in the discharge of such duties, and shall not be liable for any loss or other liability resulting from such direction (or lack of direction) of the investment of any part of the Plan assets.

(2) **Delegation.** The Trustee may delegate the duty of executing such instructions to any nonfiduciary agent, which may be an affiliate of the Trustee or any Plan representative.

(3) **Refusal.** The Trustee may refuse to comply with any direction from the Participant in the event the Trustee, in its sole and absolute discretion, deems such direction improper by virtue of applicable law. The Trustee shall not be responsible or liable for any loss or expense that may result from the Trustee's refusal or failure to comply with any direction from the Participant.

(4) **Costs.** Any costs and expenses related to compliance with the Participant's directions shall be borne by the Participant's Directed Account, unless paid by the Employer.

(5) **Collectibles.** Notwithstanding anything herein above to the contrary, the Trustee shall not invest any portion of a Participant's Directed Account in "collectibles" within the meaning of Code §408(m).

3.03 Multiple Trustees. An Employer may appoint one or more Trustees to perform duties in Section 2.01 for specified assets in the Plan if the Trustees accept such appointment. Multiple Trustees may consist of financial institutions or individuals in any combination at the election of the Employer. If multiple parties act as Trustee over specified assets in the Plan, the power or duties of the Trustee shall be interpreted as applying to each such Trustee only with respect to the assets of the Trust Fund for which such Trustee is the Trustee. Each Trustee shall have no responsibility for, or liability with respect to, any of the Trust Fund other than the assets for which it serves as Trustee.

(A) **Majority Decisions.** If more than two persons act as Trustee, a decision of the majority of such persons controls with respect to any decision regarding the administration or the investment of the Trust Fund or of any portion of the Trust Fund with respect to which such persons jointly act as Trustee. Except as provided in paragraph (B), the Trustees jointly will manage and control the assets of the Trust Fund (or those Trust assets as to which they act as Trustee).

(B) **Multiple Institutional Trustees.** If there is more than one Trustee which is a financial institution, each Trustee shall be the Trustee only with respect to those assets specifically deposited by the Employer in the Trust Fund for which such Trustee is the Trustee. References in the Trust to the responsibilities, power or duties of the Trustee shall be interpreted as applying to each such Trustee only with respect to the assets of the Trust Fund for which such Trustee is the Trustee. Each Trustee shall have no responsibility for, or liability with respect to, any of the Trust Fund other than the assets for which it serves as Trustee.

(C) **Allocation.** Multiple Trustees may allocate among themselves specific responsibilities or obligations or may authorize one or more of them, either individually or in concert, to exercise any or all of the powers granted to the Trustee, or to perform any or all of the duties assigned to the Trustee under this Trust.

(D) **Signature.** The signature of only one Trustee is necessary to effect any transaction on behalf of the Trust (or as to those Trust assets as to which the signatory acts as Trustee).

3.04 Trustee Fees and Expenses. A Trustee will receive reasonable compensation and reimbursement for reasonable Trust expenses (including counsel fees) actually incurred as Trustee, as set forth in the Trustee's fee schedule (if the Trustee has such a schedule), or as may be agreed upon from time to time by the Employer and the Trustee. No person who is receiving full pay from the Employer may receive compensation (except for reimbursement of Plan expenses) for services as Trustee. As the Plan Administrator or Employer directs, such fees and expenses will be paid by the Employer, or the Trustee will charge the Trust for the fees or expenses. If, within a reasonable time after a Plan related fee or expense is incurred (or if within the time specified in any agreement between the Plan and the Trustee

regarding payment of a fee or expense) the Plan Administrator does not communicate the Employer's decision regarding payment or if the Employer does not pay the fee or expense, the Trustee may charge the Trust for such reasonable fees and expenses as are not settlor expenses. All taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

3.05 Third Party Reliance. A person dealing with the Trustee is not obligated to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Plan. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and is not liable to any person in so acting. The certificate of the Trustee that it is acting in accordance with the Plan is conclusive in favor of any person relying on the certificate.

3.06 Appointment of Ancillary Trustee or Independent Fiduciary

(A) **Appointment.** The Employer or Named Fiduciary, in writing, may appoint any qualified person in any state to act as ancillary trustee with respect to a designated portion of the Trust Fund, subject to any consent required under the Plan. An ancillary trustee must acknowledge in writing its acceptance of the terms and conditions of its appointment as ancillary trustee and its fiduciary status under ERISA.

(B) **Powers.** The ancillary trustee has the rights, powers, duties and discretion as the Employer may delegate, subject to any limitations or directions specified in the agreement appointing the ancillary trustee and to the terms of the Plan or of ERISA. The Employer may delegate its responsibilities under this Section 3.06 to a Discretionary Trustee (subject to the acceptance by such Discretionary Trustee of that delegation), but the Employer may not delegate its responsibilities to a Directed Trustee. The investment powers delegated to the ancillary trustee may include any investment powers available under Section 2.01. The delegated investment powers may include the right to invest any portion of the assets of the Trust Fund in a common trust fund, as described in Code §584, or in any collective investment fund, the provisions of which govern the investment of such assets and which the Plan incorporates by this reference, but only if the ancillary trustee is a bank or similar financial institution supervised by the United States or by a state and the ancillary trustee (or its affiliate, as defined in Code §1504) maintains the common trust fund or collective investment fund exclusively for the collective investment of money contributed by the ancillary trustee (or its affiliate) in a trustee capacity and which conforms to the rules of the Comptroller of the Currency, as applicable. The Employer also may appoint as an ancillary trustee, the trustee of any group trust fund designated for investment pursuant to the provisions of Section 3.08.

(C) **Resignation/Removal.** The ancillary trustee may resign its position and the Employer may remove an ancillary trustee as provided in Section 3.07 regarding resignation and removal of the Trustee. In the event of such resignation or removal, the Employer may appoint another ancillary trustee or may return the assets to the control and management of the Trustee.

(D) **Independent Fiduciary.** If the DOL requires engagement of an independent fiduciary to have control or management of all or a portion of the Trust Fund, the Employer will appoint such independent fiduciary, as directed by the DOL. The independent fiduciary will have the duties, responsibilities and powers prescribed by the DOL and will exercise those duties, responsibilities and powers in accordance with the terms, restrictions and conditions established by the DOL and, to the extent not inconsistent with ERISA, the terms of the Plan. The independent fiduciary must accept its appointment in writing and must acknowledge its status as a fiduciary of the Plan.

3.07 Resignation and Removal. The following provisions relate to Trustee resignation and removal and to appointment of a successor. They apply to a Special Trustee as well as a Trustee.

(A) **Resignation.** The Trustee may resign its position by giving written notice to the Named Fiduciary and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Named Fiduciary consents in writing to shorter notice.

(B) **Removal.** The Employer or Named Fiduciary may remove a Trustee by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

(C) **Successor Appointment.** In the event of the death, incapacity, resignation or the removal of a Trustee, where no other Trustee continues to serve, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons shall have full authority to act under the terms of the Plan as Trustee.

(1) **Default Successor Trustee.** Except as provided in subparagraph (2) below, if the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee. If state law prohibits the Employer from serving as successor Trustee, the appointed successor Trustee is the president of a corporate Employer, the managing partner of a partnership Employer, the managing member of a limited liability company Employer, the sole proprietor of a

proprietorship Employer, or in the case of any other entity type, such other person with title and responsibilities similar to the foregoing.

(2) **Default Custodian.** If the Employer fails to appoint a successor Custodian as of the effective date of Custodian resignation or removal, the Trustee will direct the investment of Plan assets held by the former Custodian.

(D) **Acceptance.** Each successor Trustee succeeds its predecessor Trustee by accepting in writing its appointment as successor Trustee and by filing the acceptance with the former Trustee and the Plan Administrator. For this purpose, the successor Trustee's execution of this Trust or the Adoption Agreement to the Plan constitutes the Trustee's acceptance of its appointment as successor Trustee. The successor Trustee will also execute such other documents, if any, as the Plan Administrator may reasonably require in connection therewith.

(E) **Outgoing Trustee.** The resigning or removed Trustee, upon receipt of acceptance in writing of the Trust by the successor Trustee, must execute all documents and must perform all acts necessary to vest the title to Plan assets of record in any successor Trustee. In addition, to the extent reasonably necessary for the ongoing administration of the Plan, at the request of the Plan Administrator and the successor Trustee, the resigning or removed Trustee must transfer records, provide information and otherwise cooperate in effecting the change of Trustees. Such resigning or removed Trustee is authorized to reserve such sum of money (and for that purpose to liquidate such property as may be necessary to produce such sum) for payment of all proper expenses and charges against the assets of the Trust including reasonable expenses in connection with such resignation or removal, and any balance of such reserve remaining after the payment of such charges shall be paid over to the successor Trustee. Whenever any Trustee hereunder ceases to serve as such, the Trustee shall furnish to the Employer and Plan Administrator a written statement of account with respect to the portion of the Plan Year during which the individual or entity served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Plan Year or (ii) set forth in a special statement. Any such special statement of account should be rendered to the Employer no later than the due date of the annual statement of account for the Plan Year. The procedures set forth in Section 2.05 for the approval by the Employer of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the Employer of any such special statement in the manner provided in Section 2.05 shall have the same effect upon the statement as the Employer's approval of an annual statement of account.

(F) **Successor Powers.** Each successor Trustee has and enjoys all of the powers, both discretionary and ministerial, conferred under the Plan upon its predecessor.

(G) **No Liability for Predecessor or Successor.** A successor Trustee is not personally liable for any act or failure to act of any predecessor Trustee, except as required under ERISA. With the approval of the Employer and the Plan Administrator, a successor Trustee, with respect to the Plan, may accept the account rendered and the property delivered to it by a predecessor Trustee without liability. No Trustee shall be required to investigate, or be responsible for, any acts or omissions occurring before it became, or after it ceased to be, Trustee.

3.08 Investment in Group Trust Fund. The Employer specifically authorizes a Directed Trustee, as directed, or a Discretionary Trustee to invest all or any portion of the assets comprising the Trust Fund in any group trust fund which at the time of the investment provides for the pooling of the assets of plans qualified under Code §401(a), including a group trust fund that also permits the pooling of qualified plan assets with assets of an individual retirement account that is exempt from taxation under Code §408(e), assets of an eligible governmental plan under Code §457(b) that is exempt from taxation under Code §457(g), assets of a custodial account under Code §403(b)(7) or a retirement income account under Code §403(b)(9), or assets of a governmental plan under Code §401(a)(24). This authorization applies solely to a group trust fund exempt from taxation under Code §501(a) and the trust agreement of which satisfies the requirements of Rev. Rul. 81 100 (as modified and clarified by Rev. Rul. 2004-67, Rev. Rul. 2011-1, and Rev. Rul. 2014-24), or any successor thereto. The provisions of the group trust fund agreement, as amended from time to time, are by this reference incorporated within this Plan and Trust. The provisions of the group trust fund will govern any investment of Plan assets in that fund. To comply with Code §4975(d)(8) as to any group trust fund maintained by a disqualified person, including the Trustee, the following provisions apply: (a) a Discretionary Trustee or a Directed Trustee may invest in any such fund at the direction of the Named Fiduciary who is independent of the Trustee and the Trustee's affiliates; (b) a Discretionary Trustee or a Directed Trustee (the latter as directed) may invest in any such fund which the Employer specifies in the Adoption Agreement to the Plan or in an appendix thereto; and (c) notwithstanding (a) and (b) a Discretionary Trustee may invest in its own funds as described in Section 2.01(C). The Employer may attach an appendix to this Trust to specify the group trust funds in which the assets of the Trust Fund may be invested. If so, investments in group trust funds shall be limited to the group trust funds so specified.

3.09 Combining Trusts. At the Employer's direction, the Trustee, for collective investment purposes, may combine into one trust fund the Trust created under this Plan with the trust created under any other qualified retirement plan the Employer maintains. However, the Trustee must maintain separate records of account for the assets of each Trust in order to reflect properly each Participant's Account Balance under the qualified plans in which he/she is a participant.

3.10 Amendment/Substitution. The Employer may, at any time and from time to time, amend or restate the Trust or any of its provisions. Any Trust amendment (a) must not conflict with any other provisions of the Plan (except as expressly are intended to override an existing Trust provision); and (b) must not cause the Plan to violate Code §401(a). The Trustee must execute or consent in writing to any amendment.

3.11 Electronic Communication. Any communication, notice, direction, or other writing in connection with the Trust may be given electronically, under reasonable commercial procedures satisfactory to the Trustee.

3.12 Governing Law. The law of the state or commonwealth where the Employer's principal office is located will determine all questions arising with respect to the provisions of the Trust.

3.13 Reliance on Counsel. The Trustee may consult with legal counsel (who may be of counsel to the Employer) concerning any question which may arise with reference to its duties under this Trust Agreement and the opinion of such counsel shall be full and complete protection to the Trustee in respect to any action taken or suffered by the Trustee in good faith and in accordance with the opinion of such counsel.

3.14 Termination. This Trust Agreement and the Trust created hereby may be terminated at any time by the Employer, and upon such termination, the assets of the Trust shall be paid out by the Trustee as and when directed by the Plan Administrator pursuant to the terms of the Plan and this Trust. When the assets of the Trust have been applied or distributed as provided herein, the Trustee shall be released and discharged from all further accountability or liability respecting the assets of the Trust (or that part of the assets so applied or distributed if the Trust is terminated only in part) or any part thereof so applied or distributed and shall not be responsible in any way or to any person for the further disposition of the assets of the Trust (or that part of the assets so applied or distributed, if the Trust is terminated only in part) or any part thereof so applied or distributed.

**ARTICLE IV
TRUSTEE/CUSTODIAN**

The Trustee(s) , by executing this Trust, hereby accepts its position and agrees to all of the obligations, responsibilities and duties imposed upon the Trustee (or Custodian) under the Trust.

A Trustee who executes the Adoption Agreement need not separately execute this Trust.

EMPLOYER: Alvin Community College

Robert J. Exley, PhD – President

DATE SIGNED

TRUSTEE:

Karl Stager – Vice President, Administrative Services

DATE SIGNED

13. Financial Report

Alvin Community College
Consolidated Statement of Net Assets

	June 30, 2021	June 30, 2020	Variance	Explanations/Descriptions
Current Assets				
Cash and cash equivalents	3,304,174	2,679,453	624,721	
Short-term investments	24,647,479	34,583,876	(9,936,397)	
Accounts receivable, net	3,133,753	1,379,610	1,754,143	Installment Plans outstanding, billing outstanding to sponsors and third parties, grant billings, and CE billings
Inventories	163,714	285,670	(121,956)	
Prepays	440,158	481,112	(40,954)	Travel advances and prepaid expenses
Total Current Assets	31,689,278	39,409,721	(7,720,443)	
Noncurrent assets				
Long-term investments	1,000,000	1,750,000	(750,000)	
Capital assets, net	30,953,322	26,458,542	4,494,780	
Total Assets	63,642,600	67,618,263	(3,975,663)	
Deferred Outflows of Resources				
Deferred charge on refunding	-	151,897	(151,897)	Bonds
Deferred outflows - pensions	4,339,605	4,093,008	246,597	TRS pension
Deferred outflows - OPEB	5,951,439	3,241,398	2,710,041	OPEB
Total Deferred Outflows of Resources	10,291,044	7,486,303	2,804,741	
Liabilities				
Accounts payable & accrued liabilities	(7,795)	(56,242)	48,447	
Net pension liability	9,596,705	9,552,203	44,502	
Net OPEB liability	26,895,555	23,714,290	3,181,265	
Funds held for others	48,085	46,228	1,857	Agency funds - groups, clubs, etc on campus
Deferred revenues	1,185,077	1,037,835	147,242	Grants paid in advance and fall registrations
Compensated absences	528,706	414,719	113,987	Entry made annually for change in liability
Bonds payable	6,562,444	8,081,965	(1,519,521)	Annual payment
Tax note payable	20,420,000	21,165,000	(745,000)	Annual payment
Total Liabilities	65,228,777	63,955,998	1,272,779	
Deferred Inflows of Resources				
Deferred inflows - pensions	1,911,006	806,580	1,104,426	TRS pension
Deferred inflow - OPEB	6,709,983	9,178,950	(2,468,967)	OPEB
Deferred inflows - premium on tax note	2,461,286	2,598,024	(136,738)	Tax Note
Total Deferred Inflows of Resources	11,082,275	12,583,554	(1,501,279)	
Net Assets				
Fund Balance - Equity	(2,377,408)	(1,434,986)	(942,422)	
Total Net Assets	(2,377,408)	(1,434,986)	(942,422)	

Alvin Community College
Consolidated Statement of Revenue and Expense
June 30, 2021 and June 30, 2020

	Year-To-Date					Prior Year-To-Date				
	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget
Revenues										
Operating revenues										
Tuition and fees	2,166,781	6,694,247	6,052,116	642,131	110.61%	2,429,565	6,899,765	7,195,698	(295,933)	95.89%
Federal grants and contracts	9,043,461	-	1,138,749	(1,138,749)	0.00%	6,946,170	-	-	-	0.00%
State grants	575,879	-	-	-	0.00%	580,502	-	-	-	0.00%
Local grants	292,626	-	-	-	0.00%	487,814	-	-	-	0.00%
Auxiliary enterprises	1,529,264	-	-	-	0.00%	1,744,388	-	-	-	0.00%
Other operating revenues	242,777	61,454	52,500	8,954	117.06%	226,098	48,589	105,000	(56,411)	46.28%
Total operating revenues	13,850,788	6,755,701	7,243,365	(487,664)	93.27%	12,414,537	6,948,354	7,300,698	(352,344)	95.17%
Expenses										
Operating expenses										
Administrative	-	5,394,340	6,891,734	1,497,394	78.27%	-	4,975,009	6,466,153	1,491,144	76.94%
Institutional	-	5,310,965	6,854,512	1,543,547	77.48%	-	4,868,823	6,792,057	1,923,234	71.68%
Designated for Institutional Reserve	-	-	1,477,340	1,477,340	0.00%	-	-	280,000	280,000	0.00%
Occupational Technical Instruction	-	4,172,634	6,017,287	1,844,653	69.34%	-	4,483,559	6,022,650	1,539,091	74.44%
University Parallel Instruction	-	5,733,944	7,484,982	1,751,038	76.61%	-	5,832,985	7,279,530	1,446,545	80.13%
Student Services	-	3,307,654	4,756,104	1,448,450	69.55%	-	3,247,136	4,478,128	1,230,992	72.51%
Physical Plant	-	1,949,040	3,203,462	1,254,422	60.84%	-	2,218,675	3,215,050	996,375	69.01%
Unbudgeted Unrestricted (Fund 12)	1,010,591	-	-	-	0.00%	1,113,370	-	-	-	0.00%
Continuing Education	1,088,068	-	-	-	0.00%	1,293,908	-	-	-	0.00%
Auxiliary Enterprises	1,370,057	-	-	-	0.00%	1,554,366	-	-	-	0.00%
Local Grants	78,123	-	-	-	0.00%	175,010	-	-	-	0.00%
TPEG	275,863	-	-	-	0.00%	241,041	-	-	-	0.00%
Institutional Scholarships	157,039	-	-	-	0.00%	130,943	-	-	-	0.00%
State Grants	575,879	-	-	-	0.00%	580,502	-	-	-	0.00%
Federal Grants	9,043,461	-	-	-	0.00%	6,946,170	-	-	-	0.00%
Donor Scholarships	309,054	-	-	-	0.00%	215,761	-	-	-	0.00%
Unexpended Plant Fund	527,369	-	-	-	0.00%	425,529	-	-	-	0.00%
Depreciation	-	-	-	-	0.00%	-	-	-	-	0.00%
Debt Retirement	158,419	-	-	-	0.00%	188,256	-	-	-	0.00%
Gain on Sale of Property	-	-	-	-	0.00%	-	-	-	-	0.00%
Tax maintenance Note	11,611,588	-	-	-	0.00%	3,327,305	-	-	-	0.00%
Total operating expenses	26,205,512	25,868,576	36,685,421	10,816,845	70.51%	16,192,161	25,626,187	34,533,568	8,907,381	74.21%
Operating Gain/(Loss)	(12,354,724)	(19,112,875)	(29,442,056)	(11,304,509)		(3,777,624)	(18,677,833)	(27,232,870)	(9,259,725)	
Nonoperating revenues										
State appropriations*	-	6,302,989	7,772,636	(1,469,647)	81.09%	-	6,308,864	7,772,636	(1,463,772)	81.17%
Property tax revenue - Current	1,583,923	19,646,230	20,117,080	(470,850)	97.66%	1,546,938	18,106,352	19,030,234	(923,882)	95.15%
Property tax revenue/Insttit Reserve	-	1,477,340	1,477,340	-	-	-	280,000	280,000	-	-
Property tax revenue - Delinquent	21,433	139,676	-	139,676	0.00%	20,295	198,866	-	198,866	0.00%
Property tax revenue - Interest & Penalties	9,635	119,771	-	119,771	0.00%	9,040	114,485	-	114,485	0.00%
Investment income	7,641	54,971	75,000	(20,029)	73.29%	243,580	197,904	150,000	47,904	131.94%
Other non-operating revenues	307,559	11,386	-	11,386	0.00%	342,499	15,505	-	15,505	0.00%
Total nonoperating revenues	1,930,191	27,752,363	29,442,056	(1,689,693)	94.26%	2,162,352	25,221,976	27,232,870	(2,010,894)	92.62%
Provided by the State										
Revenue for Insurance and Retirement	-	1,563,688	-	1,563,688	0.00%	-	1,995,824	-	1,995,824	0.00%
State Insurance Match	-	(639,012)	-	(639,012)	0.00%	-	(942,338)	-	(942,338)	0.00%
State Retirement Match	-	(556,584)	-	(556,584)	0.00%	-	(557,100)	-	(557,100)	0.00%
State Retiree Insurance	-	(368,092)	-	(368,092)	0.00%	-	(496,386)	-	(496,386)	0.00%
Increase/(decrease) in net assets	(10,424,533)	8,639,488	-	(12,994,202)		(1,615,272)	6,544,143	-	(11,270,619)	
♦ State Approp portion generated by CE =	171,441					178,541				
♦ Institutional Reserve	9,347,000					7,610,059				

Alvin Community College
Consolidated Statement of Revenue and Expense
June 30, 2021 and June 31, 2020

	Year-To-Date					Prior Year-To-Date				
	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget
Revenues										
Operating revenues										
Total operating revenues	13,850,788	6,755,701	7,243,365	(487,664)	93.27%	12,414,537	6,948,354	7,300,698	(352,344)	95.17%
Nonoperating revenues										
Total nonoperating revenues	1,930,191	27,752,363	29,442,056	(1,689,693)	94.26%	2,162,352	25,221,976	27,232,870	(2,010,894)	92.62%
Less Expenses										
Operating expenses										
Total operating expenses	(26,205,512)	(25,868,576)	(36,685,421)	(10,816,845)	70.51%	(16,192,161)	(25,626,187)	(34,533,568)	(8,907,381)	74.21%
Increase/(decrease) in net assets	(10,424,533)	8,639,488	-	(12,994,202)		(1,615,272)	6,544,143	-	(11,270,619)	

- * State Approp portion generated by CE = 171,441 178,541
- * Institutional Reserve 9,347,000 7,610,059

Alvin Community College
Consolidated Detail Expense by Type
June 30, 2021 and June 30, 2020

	Year-To-Date					Prior Year-To-Date				
	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget Expended	All Other Funds Actual	M&O Actual	M&O Budget	Remaining Budget	% of Budget Expended
Administrative Sal	62,007	1,337,600	1,664,975	327,375	80.34%	51,324	1,099,111	1,309,260	210,149	83.95%
Professional Sal	889,078	3,706,192	4,838,733	1,132,541	76.59%	892,442	3,714,935	4,920,751	1,205,816	75.50%
Tech/Clerical Sal	723,235	3,551,361	4,876,121	1,324,760	72.83%	672,400	3,725,364	4,679,950	954,586	79.60%
Faculty Sal	353,801	8,534,551	11,394,578	2,860,027	74.90%	429,888	8,927,869	11,291,202	2,363,333	79.07%
Misc Sal	72,013	67,502	64,980	(2,522)	103.88%	58,780	66,200	71,245	5,045	92.92%
Reg Students Sal	10,208	54,000	169,454	115,454	31.87%	37,257	100,899	214,089	113,190	47.13%
Work Study Students Sal	33,154	-	-	-	0.00%	78,059	-	-	-	0.00%
Staff Benefits	301,891	3,129,361	4,000,775	871,414	78.22%	307,966	2,943,388	3,943,717	1,000,329	74.63%
Subtotal	2,445,387	20,380,567	27,009,616	6,629,049	75.46%	2,528,116	20,577,766	26,430,214	5,852,448	77.86%
Equipment	80,056	17,297	43,400	26,103	39.86%	389,414	20,187	25,000	4,813	80.75%
Computer Hardware	294,404	105,799	93,050	(12,749)	113.70%	241,008	3,973	108,810	104,837	3.65%
Capital Improvements	-	-	-	-	0.00%	31,761	-	-	-	0.00%
Designated for Instit Reserve	-	-	1,477,340	1,477,340	0.00%	-	-	280,000	280,000	0.00%
Travel/Prof Development	54,558	86,732	440,524	353,792	19.69%	59,572	237,588	507,192	269,604	46.84%
Supplies & Exp	2,254,147	3,840,232	5,413,866	1,573,634	70.93%	2,116,710	3,398,031	5,009,477	1,611,446	67.83%
Institutional Scholarships	157,039	163,823	323,000	159,177	50.72%	130,943	136,892	292,000	155,108	46.88%
Financial Aid	7,804,122	-	-	-	0.00%	5,924,389	-	-	-	0.00%
Donor Scholarships	309,054	-	-	-	0.00%	215,761	-	-	-	0.00%
Purchases (Store/Concession)	509,369	-	-	-	0.00%	613,397	-	-	-	0.00%
Contingency Expense	-	-	100,000	100,000	0.00%	-	-	100,000	100,000	0.00%
Depreciation	-	-	-	-	0.00%	-	-	-	-	0.00%
Debt Retirement (Int & Amort)	158,419	-	-	-	0.00%	188,256	-	-	-	0.00%
Tax Maintenance Note	11,611,588	1,274,125	1,784,625	510,500	71.39%	3,327,305	1,251,750	1,780,875	529,125	70.29%
Unexpended Plant	527,369	-	-	-	0.00%	425,529	-	-	-	0.00%
	26,205,512	\$ 25,868,576	\$ 36,685,421	\$ 10,816,845	70.51%	\$ 16,192,161	\$ 25,626,187	\$ 34,533,568	\$ 8,907,381	74.21%
State Insurance Match	-	639,012	-	(639,012)	0.00%	-	942,338	-	(942,338)	0.00%
State Retirement Match	-	556,584	-	(556,584)	0.00%	-	557,100	-	(557,100)	0.00%
State Retiree Insurance	-	368,092	-	(368,092)	0.00%	-	496,386	-	(496,386)	0.00%

Alvin Community College
Continuing Education Statement of Revenue and Expense (Fund 13)
June 30, 2021

	Year-To-Date					Net Margin
	Actual Revenue	TPEG	Exemptions	Net Revenue	Actual Expense	
Administration	171,441			171,441	364,672	(193,231)
Motorcycle Safety						
GED	7,041			7,041	2,978	4,063
Law Enforcement	373	(22)		351		351
Real Estate	1,032			1,032		1,032
Dental Assistant	74,315	(4,414)		69,901	63,626	6,275
Phlebotomy	43,550	(2,555)	(966)	40,029	10,113	29,916
Health and Medical	45,030	(2,466)	(3,936)	38,628	9,710	28,918
Welding	227,276	(13,580)		213,696	170,810	42,886
Certified Nursing	40,745	(2,445)		38,300	65,562	(27,262)
Truck Driving	159,952	(7,689)	(3,835)	148,428	84,807	63,621
Center for Professional Workforce Dev	11,055			11,055		11,055
Education to Go	6,514			6,514		6,514
Concealed Handguns						
Occupational Health & Safety	5,146			5,146	1,910	3,236
Community Programs	2,588	(133)		2,455	3,878	(1,423)
Clinical Medical Assistant	70,505	(4,230)		66,275	12,366	53,909
Vet Assistant	29,603	(1,752)		27,851	10,165	17,686
Yoga	2,365			2,365	2,800	(435)
Human Resource Program						
Activity Director Program	5,350	(321)		5,029	800	4,229
Machinist Program	-	-		-		-
TWC Pipefitter Program	17,235	(1,034)		16,201	36,986	(20,785)
STRIVE	68,605	(3,409)	(4,009)	61,187	52,698	8,489
TWC INEOS/TEAM	245,506	(11,975)		233,531	185,749	47,782
TWC Ascend						
Industrial Maintenance						
TWC Building Construction Trades					8,438	(8,438)
Total	1,235,227	(56,024)	(12,747)	1,166,457	1,088,068	78,389

*2.72% of the state appropriation for FY20/21 is attributed to CE hours. This funding is used to offset administrative costs.

Departments highlighted generate the CE hours that contribute to the calculation of ACC's state appropriations.

Alvin Community College
Auxiliary Profit/(Loss) Statement as of June 30, 2021 and June 30, 2020

	Parking	Student Activities	Bookstore	Vending	Childcare	Fitness Center	Total	Prior Year-To-Date
Revenue								
Sales & services	228,572		853,424	1,339	213,094	2,767	1,299,196	1,485,337
Student Fees		230,068					230,068	259,051
	228,572	230,068	853,424	1,339	213,094	2,767	1,529,264	1,744,388
Expenses								
Purchases & Returns			509,763				509,763	613,397
Salaries	79,696	68,216	170,326		195,716		513,954	531,000
Staff Benefits	24,008	18,699	46,716		70,841		160,264	149,841
Supplies & Other Operating Expenses	97,515	30,590	25,905	3,926	18,653	938	177,527	234,986
Equipment							-	2,115
Building Repairs							-	-
Bank Charges			6,494		2,055		8,549	15,027
Contingency							-	-
Scholarships							-	8,000
	201,219	117,505	759,204	3,926	287,265	938	1,370,057	1,554,366
Excess revenue over expenses	27,353	112,563	94,220	(2,587)	(74,171)	1,829	159,207	190,022
Assets:								
Cash & Petty Cash			2,513				2,513	12,068
Accounts Receivable							-	-
Interfund Receivables	260,754	411,858	487,521	3,118	(30,751)	49,354	1,181,854	946,988
Prepaid Expenses							-	-
Inventory			163,399	315			163,714	285,670
Total Assets	260,754	411,858	653,433	3,433	(30,751)	49,354	1,348,081	1,244,726
Liabilities:								
Accounts Payable/Gift Certificates	4,523	885	36,027		12,188		53,623	44,849
Deferred Revenue	34,080	34,080				490	68,650	55,110
Deposits							-	-
Total Liabilities	38,603	34,965	36,027	-	12,188	490	122,273	99,959
Restricted Fund Balance (includes inventories)			163,399	315			163,714	285,670
Unrestricted Fund Balance	222,151	376,893	454,007	3,118	(42,939)	48,864	1,062,094	859,097
Total Liabilities & Fund Balance	260,754	411,858	653,433	3,433	(30,751)	49,354	1,348,081	1,244,726

Alvin Community College
Auxiliary Profit(Loss) Statement as of June 30, 2020

	Parking	Student Activities	Bookstore	Vending	Childcare	Fitness Center	Total
Revenue							
Sales & services	260,957		999,747	4,295	204,078	16,260	1,485,337
Student Fees		259,051					259,051
	260,957	259,051	999,747	4,295	204,078	16,260	1,744,388
Expenses							
Purchases & Returns			613,009	388			613,397
Salaries	84,009	68,709	173,314		185,402	19,566	531,000
Staff Benefits	20,445	10,960	43,838		74,051	547	149,841
Supplies & Other Operating Expenses	99,903	58,395	59,656		16,607	425	234,986
Equipment			2,115				2,115
Building Repairs							-
Bank Charges			13,120		1,862	45	15,027
Contingency							-
Scholarships		8,000					8,000
	204,357	146,064	905,052	388	277,922	20,583	1,554,366
Excess revenue over expenses	56,600	112,987	94,695	3,907	(73,844)	(4,323)	190,022
Assets:							
Cash & Petty Cash			12,013			55	12,068
Accounts Receivable							-
Interfund Receivables	259,172	323,887	379,385	6,657	(69,102)	46,989	946,988
Prepaid Expenses							-
Inventory			285,364	306			285,670
Total Assets	259,172	323,887	676,762	6,963	(69,102)	47,044	1,244,726
Liabilities:							
Accounts Payable/Gift Certificates	1,911		35,967		6,971		44,849
Deferred Revenue	27,390	27,390				330	55,110
Deposits							-
Total Liabilities	29,301	27,390	35,967	-	6,971	330	99,959
Restricted Fund Balance (includes inventories)			285,364	306			285,670
Unrestricted Fund Balance	229,871	296,497	355,431	6,657	(76,073)	46,714	859,097
Total Liabilities & Fund Balance	259,172	323,887	676,762	6,963	(69,102)	47,044	1,244,726

14. **Adjournment**