



COPY TO ALL BOARD MEMBERS
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**BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE**

November 13, 2008
12:00 noon
Pete Grimes Board Room

AGENDA

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Columbus State Community College Board Action

Date _____

SUBJECT:

Revision of Policy No. 3-10 Sick Leave

BACKGROUND INFORMATION:

The College periodically reviews and revises Chapter 3 Policies to stay up to date and in compliance with changing law. There is a need for four basic updates in this revision:

1. The college's current policy offers retiring staff and administrators to cash out $\frac{1}{4}$ of their unused sick leave up to 40 days. In order to establish parity with the faculty collective bargaining agreement for staff and administrators, we are requesting a change to provide for a retiring employee to cash out $\frac{1}{4}$ of their unused sick leave up to 45 days upon retirement;
2. Add the category of those otherwise qualifying for retirement but are in the Alternative Retirement Plan versus STRS or SERS, to cash out sick leave under the same conditions. When the College adopted the Alternative Retirement Plan in 1998, the changes to the Sick Leave Policy were not included;
3. Sick leave eligible for the cash out under this provision shall only be sick leave accrued with Columbus State Community College and not that of any sick leave transferred to the College from the State, County, City or any other political sub-division. This provision is prospective; and
4. Correct the accrual rates that were not updated when the policy was revised June, 2004.

RECOMMENDATION:

That the Board of Trustees adopt the proposed changes in the Sick Leave Policy 3-10 to provide parity with the sick leave cash out benefit to all employees regardless of retirement plan, and whether they are represented by a collective bargaining contract or not. In addition, the revision corrects the accrual rates.

COLUMBUS STATE COMMUNITY COLLEGE
POLICY AND PROCEDURES MANUAL

SICK LEAVE
Policy No. 3-10
Page 1 of 2

Effective June 1, 2004

- (A) The college recognizes that ~~from time to time~~ employees ~~will~~ **may** need to take sick leave. Paid sick leave will be used only for personal illness, adoption, injury, pregnancy, exposure to a contagious disease which could be communicated to others, or for death, illness, or injury to a member of the employee's immediate family. [See also benefits available under college's Family and Medical Leave Policy No. 3-36.]
- (B) Full-time employees who work a 100 percent schedule are credited with time for sick leave at a rate of ~~9.38~~ **10.0** hours per calendar month of completed service. Other **full-time** employees working reduced work schedules shall have their time for sick leave credited and deducted at a rate in proportion to their appointment. (Full-time faculty members, regardless of whether they are employed three or four quarters during a fiscal year, will be credited with time for sick leave at a rate of fifteen days per year.) Time for sick leave may be accumulated without limit.
- (C) Adjunct instructors are credited with time for sick leave at a rate equal to the total number of contact hours for that quarter times ~~0.625~~ **0.665**, rounded to the nearest half hour. Adjunct instructors do not accumulate sick leave credit from quarter to quarter. A full-time faculty member who is employed as an adjunct faculty member under a supplemental contract is eligible to be credited with sick leave in accordance with the above. Sick leave credit earned as a full-time faculty member and sick leave credit earned as an adjunct faculty member are not interchangeable.
- (D) If an employee is absent from work due to a work-related injury and receives lost-time compensation from the Bureau of Workers' Compensation, that employee is not eligible to utilize sick leave or receive pay from the college for that absence or any subsequent related absence for which he/she receives lost-time compensation. (Such leave shall be counted as Family and Medical Leave under Policy No. 3-36.)
- (E) Sick leave accumulated by an employee while previously employed by another public agency is transferable in accordance with the provisions of the Ohio Revised Code and related regulations.
- (F) College employees who, at the time of their disability or service retirement, have ten or more years of service with the college or any agency of the state or any of its political sub-divisions may convert **only** their accrued but unused time for sick leave with **Columbus State** to monetary compensation. **Sick leave balances**

transferred from another public agency employer shall not be paid out upon separation to employees hired after the effective date of this policy.

Unless otherwise addressed by the terms of an applicable collective bargaining agreement, employees, participating in a state retirement system or an alternative retirement program, who retire from the college after the effective date of this policy, may convert one-fourth of their accumulated sick leave earned as an employee of the college or any agency of the State or any of its political subdivisions to a maximum of forty-five (45) days to a cash payment at the time of retirement. The conversion rate will be based upon the employee's rate of compensation at the time of retirement. The payment for sick leave under this policy eliminates *the remaining three-fourths* for all time the sick leave credit of the employee at the time of retirement, *leaving a zero balance* and such payment will be made only once to any employee. ~~Converting sick leave to cash payment will reduce the employee's sick leave balance to zero, regardless of the number of hours accumulated from employment by the college or another employer.~~

- (G) ~~In order to be eligible for this payment, the employee must retire directly into a state retirement system from active employment with the college.~~
- (H) ~~One-fourth of the accumulated sick leave earned as an employee of the college or any agency of the State or any of its political subdivisions to a maximum of forty (40) days may be converted to a cash payment at the time of retirement, based upon the employee's rate of compensation at the time of retirement. The payment for sick leave under this policy eliminates for all time the sick leave credit of the employee at the time of retirement, and such payment will be made only once to any employee.—Please note: This paragraph was combined (and edited) with (F).~~
- (HG) The college **President** will establish procedures to administer this policy.



Columbus State Community College Board Action

Date: _____

SUBJECT:

Rescind Policy 7-09, Student Problem Resolution, Effective June 26, 2000.

BACKGROUND INFORMATION:

Rationale: An informative paragraph within the Student Handbook will be added to explain the resolution of issues through the general chain of authority; the policy and procedure is out-of-date (June 26, 2000), and the wording is very confusing. Other means of appeal are already reflected in other areas of the Policy and Procedures Manual - e.g., Grade Grievances, Code of Conduct, etc. The current policy and procedure is redundant and not used by students.

RECOMMENDATION:

That the Board of Trustees approve the rescinding of Policy 7-09, Student Problem Resolution, as proposed in the attached.

COLUMBUS STATE COMMUNITY COLLEGE
POLICY AND PROCEDURES MANUAL

STUDENT PROBLEM RESOLUTION

Effective June 26, 2000

Policy No. 7-09

Page 1 of 1

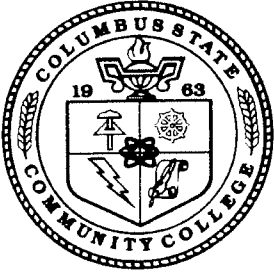
Rescind

- ~~(A) — Other than decisions subject to the student conduct policy and procedures or other procedures for which an appeal process has been established, a student may appeal a decision made by an official of the college by presenting the appeal to the official making the decision. If the appeal is denied, the student may further appeal to the official's immediate supervisor. If the appeal is not resolved at this level, the student may continue the appeal through the appropriate channels of authority.~~
- ~~(B) — If the student's appeal is denied, the student may request that his/her appeal be heard by a panel that will include peer representation. The panel will make a recommendation to the Associate Provost, who will make a final decision on the appeal.~~
- ~~(C) — The college shall establish procedures for student appeal of decisions and for appeal hearings in accordance with this policy.~~

Last Effective Date: June 26, 2000

Accepted by the Shared Governance Instructional Council: 9-25-08

Accepted by the Shared Governance Instructional Support Council: 10-10-08



COLUMBUS STATE COMMUNITY COLLEGE

Date _____

BOARD ACTION

SUBJECT:

Revisions to Policy 13-02, Smoking, Food Beverages and Animals in Buildings

BACKGROUND INFORMATION:

In December 2005, college Policy 13-03, Animals on Campus was authorized by the Board of Trustees. It was reviewed and recommended by the college Governance Councils and is a comprehensive policy related to the subject of Animals on Campus. Provision (C) in Policy 13-02 relates to animals on campus and its deletion is recommended because it is unnecessary and can be viewed as conflicting with Policy 13-03, Animals on Campus. Also, the policy title is amended to delete the reference to animals.

Both Councils of Shared Governance reviewed and recommended the proposed revisions, which are attached.

RECOMMENDATION:

That the Board of Trustees approves revisions to Policy 13-02, Smoking Food, Beverages and Animals in Buildings, as proposed in the attached, including amending the Policy title to delete the reference to animals.

COLUMBUS STATE COMMUNITY COLLEGE
POLICY AND PROCEDURES MANUAL

SMOKING, FOOD, BEVERAGES, AND
ANIMALS IN BUILDINGS
Policy 13-02
Page 1 of 1

~~Effective January 1, 1992~~

- (A) Smoking is prohibited at all times in all Columbus State Community College buildings.
- (B) With the exception of the educational requirements of a course, food and beverages are prohibited in classrooms, lecture halls, laboratories, the Educational Resources Center (ERC), gymnasium and its adjacent rooms, locker room area, restrooms, hallways, and elevators. Food and beverages are permitted in designated lobbies and lounges.
- ~~(C) With the exception of the educational requirements of a course and of guide dogs, animals are prohibited in all campus buildings.~~
- (C) THE PRESIDENT SHALL ESTABLISH PROCEDURES TO ADMINISTER THIS POLICY.

Last Effective Date: January 1, 1992

Accepted by the Shared Governance Instructional Support Council: October 10, 2008
Accepted by the Shared Governance Instructional Council: October 16, 2008



COLUMBUS STATE COMMUNITY COLLEGE

Date _____

BOARD ACTION

SUBJECT:

New Positions: Eight Full-Time Faculty Positions

BACKFORD INFORMATION:

The college continues to experience an increased student enrollment. The 2008 Autumn Quarter reflects a 5.78 percent increase. Total FTE for Autumn Quarter 2008 are 16,120.11 compared to 15,077.56 FTE for Autumn Quarter 2007 census day report. This is a 6.91 percent increase. This increase was due to planned program growth and expanding the distance learning course offerings. In distance learning course offerings, the college experienced an increase of 24.44 percent in FTE's from Autumn Quarter 2007 to Autumn Quarter 2008.

In an effort to ensure continuing program excellence and quality, eight full-time faculty positions are requested. The allocation of these positions will be based upon, but not limited to, department enrollment trends, availability of adjunct faculty, average class sizes, and percent of instruction by full-time faculty, and the allocation of funds through the College's budget process.

RECOMMENDATION:

That the Board of Trustees approve eight full-time faculty positions effective Autumn Quarter 2009. Faculty positions will be funded at the instructor rank as outlined in College Procedure No. 3-01.

<u>Position Costs:</u>	<u>Per Employee</u>	<u>Total Costs for Eight</u>
Salary	\$39,486	\$315,888
Insurance	\$ 6,000	\$ 48,000
Benefits	\$ 6,673	\$ 53,384
Equipment	\$ 2,000	\$ 16,000
Office Furniture	\$ 3,000	\$ 24,000
Professional Development	\$ 1,500	\$ 12,000
Total	\$57,579	\$469,272



Columbus State Community College Board Action

Date _____

SUBJECT:

Adoption of a Tax Sheltered Annuity Plan Document 403(b) for the Supplemental Retirement.

BACKGROUND INFORMATION:

Recently, Congress passed new legislation and the IRS changed Section 403(b) regulations for supplemental retirement plans to closely mirror those regulations of traditional 401Ks. The College must be in compliance with those regulations effective January 1, 2009. The Plan document that is being recommended was designed specifically for public education institutions by the Ohio Attorney General's Office.

RECOMMENDATION:

That the Board of Trustees adopt the attached Tax Sheltered Annuity Plan Document 403(b) as well as the Adoption Agreement so the College will be in compliance with the new regulations effective January 1, 2009. In addition, that the Board empower the President and the Vice President of Human Resources to make changes to the Adoption Agreement, from time to time, to maintain compliance as necessary in the future.

**ADOPTION AGREEMENT FOR THE
403(b) PLAN DOCUMENT FOR
PUBLIC EDUCATION ORGANIZATIONS**

Employer hereby establishes a 403(b) plan by adopting the following 403(b) plan document (the "Plan"). The Plan shall be comprised of the 403(b) Basic Plan Document for Public Education Organizations, as modified by this Adoption Agreement, including Appendix A attached to this Adoption Agreement.

1. EMPLOYER INFORMATION (SECTION 1.12 OF THE BASIC PLAN DOCUMENT):

A. Name of Employer: Columbus State Community College

B. Federal Tax ID: 31-0729591

C. Employer's Address:
550 East Spring Street
Columbus, Ohio 43215

D. Telephone Number: 614-287-2408 Fax: 614-287-5341

E. Type of Public Education Organization:

- K-12 Public School
- Community College
- Public College/University

Note: If the Employer is not a public education organization under Section 170(b)(1)(A)(ii) of the Code, this document may not be used.

2. PLAN INFORMATION (SECTIONS 1.19 AND 1.20 OF THE BASIC PLAN DOCUMENT):

A. Name of Plan: Columbus State Community College Supplemental 403(b) Plan (the "Plan")

B. Effective Date: This Adoption Agreement:

- Establishes the Plan effective as of _____ (the "Effective Date") and is the first 403(b) plan document established by the Employer.

- Amends and restates a previously established 403(b) Plan document of the Employer. The effective date of this amended Plan is January 1, 2009 (the "Effective Date"). The original effective date of the Plan is January 1, 1964.

C. Plan Administration: The Plan shall be administered by:

- The Employer.
- The Employer and Vendors jointly as provided in the applicable Funding Vehicle.
- The following designated Administrator: ING Plan with Ease.com

3. **ELIGIBILITY (SECTION 2.1 OF THE BASIC PLAN DOCUMENT):** Except as otherwise selected below, all Employees are immediately eligible to make contributions under the Plan. The Plan shall not include:

- Employees who are eligible to participate in one or more plans described under Section 403(b)(12)(A) of the Code during the calendar year sponsored by the Employer (i.e., another Section 403(b) plan, a Section 457(b) plan, or a Section 401(k) plan).

- Employees who are non-resident aliens described in Section 410(b)(3)(C) of the Code.

Student Employees as classified by the Employer during the calendar year (limited to Employers that are educational institutions).

Employees who normally work fewer than 20 hours per week (must be 20 or less).

- Other: _____

- No exclusions apply.

4. **VALUATION DATE (SECTION 1.26 OF THE BASIC PLAN DOCUMENT):**

- Each business day.

- The last business day of the month.

- The last day of each calendar year year ending _____.

- Other: _____.

5. EMPLOYEE CONTRIBUTIONS:

A. Elective Deferrals. (Section 2.2(a) of the Basic Plan Document)

The amount of Compensation that a Participant elects to have reduced by the Employer shall be expressed as:

A specified dollar amount.

A percentage of Compensation.

In no event, however, may the amount of Compensation a Participant elects to have reduced be less than \$ 10.00 or 5% (must not exceed \$200).

B. Roth 403(b) Contributions. (Section 2.2(b) of the Basic Plan Document)

In addition to Elective Deferral Contributions, the Plan shall authorize the following Contributions:

Roth 403(b) Contributions to the Plan are permitted beginning on January 1, 2009.

Roth 403(b) Contributions are NOT permitted under the Plan.

C. Changes in Elective Deferrals Election. (Section 2.4 of the Basic Plan Document)

Subject to the provisions of the applicable Individual Agreement(s), after his or her initial entry into the Plan, a Participant may change the amount to be contributed to his or her Elective Deferral Account as provided under Section 2.2 of the Plan as follows:

Once per calendar month.

Once per calendar quarter.

Other (but no less often than once per calendar year): _____.

D. Age 50 Catch-Up Contributions. (Section 3.3 of the Basic Plan Document)

The Plan *will* or *will not* permit Employees who will attain age 50 or more by the end of the calendar year to increase their Elective Deferrals as provided under Section 3.3 of the Plan.

E. 15 Years of Service Catch-Up Contributions. (Section 3.2 of the Basic Plan Document)

The Plan *will* or *will not* permit Employees with 15 years of service with the Employer to increase their Elective Deferrals as provided under Section 3.2 of the Plan.

F. Rollover Contributions. (Section 6.1(a) of the Basic Plan Document)

The Plan will or will not accept rollovers from another eligible plan.

G. Roth Rollover Contributions. (Section 6.1(a) of the Basic Plan Document)

If Roth 403(b) Contributions are permitted to the Plan (above), direct rollovers from other Roth 403(b) or Roth 401(k) plans are or are not authorized to be rolled over into the Plan or Not Applicable because Roth Contributions are not permitted to the Plan.

6. **EMPLOYER CONTRIBUTIONS (SECTION 1.3 AND 2.2(c) OF THE BASIC PLAN DOCUMENT):**

F. Employer Contributions:

No Employer Contributions will be made.

Discretionary non-elective contributions.

Formula non-elective contributions according to the following formula:

Discretionary matching contributions.

Formula matching contributions according to the following formula:

7. **COMPENSATION FOR PURPOSES OF ELECTIVE DEFERRALS (SECTION 1.7 OF THE BASIC PLAN DOCUMENT):**

Compensation reported on Form W-2.

Wages for withholding purposes under Code Section 3401.

Safe harbor compensation under Code Section 415.

Compensation shall include or shall not include pre-tax compensation reductions (i.e., compensation which is not currently includible in the Participant's gross income by reason of a compensation reduction election under Code Sections 125, 132(f)(4), 401(k), 403(b), or 457(b)).

8. COMPENSATION FOR PURPOSES OF EMPLOYER CONTRIBUTIONS (SECTION 1.8 OF THE BASIC PLAN DOCUMENT):

Same as 6 above.

Not Applicable.

Other: _____

9. EXCHANGES WITHIN THE PLAN (SECTION 6.5 OF THE BASIC PLAN DOCUMENT): The Plan will or will not permit Participants to make Exchanges. If permitted, Exchanges may occur between:

Any Vendor.

Any Vendor and any other organization offering Annuity Contracts and or Custodial Accounts that satisfy the requirements of Section 403(b) of the Code who execute an Information Sharing Agreement with Employer or its appointee for purposes of satisfying applicable compliance requirements.

10. TRANSFERS INTO THE PLAN (SECTION 6.2 OF THE BASIC PLAN DOCUMENT): The Plan will or will not accept Transfers from another Employer's 403(b) Plan.

11. TRANSFERS FROM THE PLAN (SECTION 6.3 OF THE BASIC PLAN DOCUMENT): The Plan will or will not permit Transfers from the Plan to another Employer's 403(b) Plan, if requested by a former Participant.

12. FINANCIAL HARDSHIP DISTRIBUTIONS (SECTION 5.4 OF THE BASIC PLAN DOCUMENT): Hardship Distributions are or are not available under the Plan subject to availability and any additional conditions that may apply under a Participant's Individual Agreement(s).

13. LOANS (SECTION 4 OF THE BASIC PLAN DOCUMENT): Loans are or are not available under the Plan subject to availability and any additional conditions that may apply under a Participant's Individual Agreement(s).

14. **IN-SERVICE DISTRIBUTIONS (SECTION 5.3 OF THE BASIC PLAN DOCUMENT):** The Plan will or will not permit in-service distributions of amounts held in a rollover account subject to availability and any additional conditions that may apply under a Participant's Individual Agreement(s).

15. **OTHER PROVISIONS:** The following section may be used to modify any portion of the Plan or Adoption Agreement:

16. **SIGNATURES:** Employer acknowledges that it is an eligible public education organization under Section 170(b)(1)(A)(ii) of the Code and is authorized to offer a program qualified under Section 403(b) of the Internal Revenue Code.

EMPLOYER

By: _____
Print Name: _____
Title: _____
Date: _____

APPENDIX A

**AUTHORIZED 403(b) VENDOR LIST
FOR THE
["INSTITUTION'S NAME"]
403(b) PLAN**

This list identifies the Vendors available under the designated 403(b) Plan maintained by the Employer, on or after the effective date of this Appendix A ("Effective Date"). Vendors on this Appendix A shall be subject to requirements and restrictions under the written Plan, if any, provided however that such requirements and restrictions are not intended to enlarge the rights and benefits otherwise set forth in the Individual Arrangements.

Employer: _____ Plan Name: _____

Effective Date: January 1, 2009

A. Vendors authorized to receive contributions and transfers under the Plan:

Name of Vendor

B. Vendors included in the Plan (as specified in applicable regulations) but which are not authorized to receive new contributions under the Plan:

Name of Vendor

C. Vendors that may receive transfers under the Plan pursuant to an information sharing agreement, which may remain a part of the plan but are not authorized to receive new contributions under the Plan:

Name of Vendor

D. Other: _____

Name of Vendor

**CODE SECTION 403(b)
TAX SHELTERED ANNUITY PROGRAM
BASIC PLAN DOCUMENT**

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CODE SECTION 403(b) TAX SHELTERED ANNUITY PROGRAM BASIC PLAN DOCUMENT

The Employer may adopt this Plan by executing the Adoption Agreement, which is a part of this 403(b) Plan document. This Basic Plan document, the Adoption Agreement, any underlying Annuity Contracts and Custodial Account agreements between a Vendor and an Employee, and agreements between the Employer and one or more Vendors or Providers shall be construed together to constitute the Plan.

Section 1 - Definitions

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

1.1 **“Account”**: The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account with respect to his or her total interest in the Plan attributable to Elective Deferrals, Employer Contributions, eligible Rollover Contributions, Roth 403(b) Contributions, and Plan-to-Plan Transfer Contributions.

The Employer or the Provider may establish additional sub-accounts within the various Accounts or combine similar Accounts or sub-accounts.

1.2 **“Account Balance”**: The value of the aggregate amount credited to each Participant’s Account under all Accounts, including the Participant’s Elective Deferrals, any Employer Contributions, and Roth 403(b) Contributions, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant’s benefit, and any distribution made to the Participant or the Participant’s Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant’s death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, if such contributions are authorized under the Adoption Agreement, the account established for a Beneficiary after a Participant’s death, and any account or accounts established for an alternate payee (as defined in Section 414(p)(8) of the Code).

1.3 **“Administrator”**: The person(s) or organization, such as the Vendor, third party administrator or other designee, approved by the Employer to administer the Plan and perform administrative functions for the Plan as identified in the Adoption Agreement.

1.4 **“Annuity Contract”**: A nontransferable contract as defined in Section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in the state in which the Employer or Participant, as applicable, resides and that includes payment in the form of an annuity.

1.5 **“Beneficiary”**: The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

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

1.7 **“Compensation”**: Except as otherwise elected on the Adoption Agreement, Compensation means cash compensation for services to the Employer as reported on Form W-2, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year. Except as otherwise elected on the Adoption Agreement, Compensation shall include amounts related to a compensation reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan).

1.8 **“Custodial Account”**: The group or individual custodial account or accounts, as defined in Section 403(b)(7) of the Code, established for each Participant by the Employer, and/or by each Participant individually, to hold assets of the Plan.

1.9 **“Disabled”**: The definition of disability provided in the applicable Individual Agreement.

1.10 **“Elective Deferral”**: The Employer Contributions made to the Plan at the election of the Participant in accordance with Section 2 in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.

1.11 **“Employee”**: Each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee's Compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government. Employees do not include independent contractors.

1.12 **“Employer”**: The public education organization identified in the Adoption Agreement as the Employer.

1.13 **“Employer Contributions”**: Any contributions, including non-elective contributions and matching contributions, made to the Plan by the Employer as provided in Section 2.2(c) and in the Adoption Agreement.

1.14 **“Employer Contributions Account”**: The account established and maintained by the Administrator for each Participant with respect to his total vested interest (including any earnings and losses attributable thereon) under the Plan resulting from Employer Contributions.

1.15 **“Funding Vehicles”**: The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

1.16 **“Includible Compensation”**: An Employee’s actual wages in box 1 of Form W-2 for the most recent one-year period of service for the Employer, but increased (up to the dollar maximum) by any compensation reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws. Notwithstanding the foregoing, if the Adoption Agreement provides for Employer Contributions, then for purposes of determining Employer Contributions, Includible Compensation will be subject to a maximum of \$230,000 (or such higher maximum as may apply under Section 401(a)(17) of the Code).

1.17 **“Individual Agreement”**: The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract with respect to that Participant’s Account.

1.18 **“Information Sharing Agreement”**: The agreement between a Vendor and the Employer to share information necessary for compliance with Treasury Regulation Section 1.403(b)-10(b) relating to tax-free exchanges made after September 24, 2007 (or such later compliance date provided in guidance by the Internal Revenue Service) by Employees of the Employer.

1.19 **“Participant”**: An individual for whom Elective Deferrals or other contributions permitted herein are currently being made, or for whom such contributions have previously been made, under the Plan and who has not received a distribution of his or her entire Account Balance under the Plan.

1.20 **“Plan”**: The name given to this Plan by the Employer in the Adoption Agreement.

1.21 **“Plan Year”**: The calendar year.

1.22 **“Provider”**: A provider of Annuity Contracts or Custodial Accounts that has entered into an Information Sharing Agreement with the Employer.

1.23 **“Related Employer”**: The Employer and any other entity which is under common control with the Employer under Section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

1.24 **“Roth 403(b) Contribution”**: If authorized in the Adoption Agreement, any contribution made by a Participant which is (1) designated as a Roth 403(b) Contribution in accordance with Section 10 of the Plan and (2) treated by the Employer as includible in the

Employee's income such that the contribution qualifies as a Roth contribution under Section 402A of the Code.

1.25 **"Roth 403(b) Contributions Account"**: The account established and maintained by the Administrator for each Participant with respect to his total interest (including the earnings and losses attributable thereon) under the Plan resulting from Roth 403(b) Contributions.

1.26 **"Section 401(k) Plan"**: A cash or deferred arrangement described in Code Section 401(k) under which a covered Employee may elect to have the Employer make payments as contributions to a trust under the plan on behalf of the Employee, or to the Employee directly in cash.

1.27 **"Section 403(b) Plan"**: A plan of deferred compensation described in Code Section 403(b) which is offered to Employees of a tax-exempt organization under Code Section 501(c)(3) or Employees of certain educational organizations and which satisfies the requirements of Code Section 403(b).

1.28 **"Section 457(b) Plan"**: A plan of deferred compensation described in Code Section 457(b) which is an eligible deferred compensation plan which satisfies the requirements of Code Section 457(b).

1.29 **"Severance from Employment"**: For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

1.30 **"Valuation Date"**: The date(s) selected in the Adoption Agreement.

1.31 **"Vendor"**: The provider of an Annuity Contract or Custodial Account as selected by the Employer or any organization expressly authorized by such provider to act on their behalf under this Plan, as listed in Appendix A.

1.32 **"Vested"**: The nonforfeitable portion of any Account maintained on behalf of a Participant.

Section 2 - Participation and Contributions

2.1 **Eligibility**. Except as otherwise provided in the Adoption Agreement, each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals or Roth 403(b) Contributions in accordance with Section 10 made on his or her behalf hereunder immediately

upon becoming employed by the Employer. As selected in the Adoption Agreement, the following Employees may be excluded on a uniform basis:

- (a) Employees who are eligible to participate in one or more plans described under Section 403(b)(12)(A) of the Code during the calendar year sponsored by the Employer (i.e. another Section 403(b) Plan, a Section 457(b) Plan, or a Section 401(k) Plan);
- (b) Employees who are non-resident aliens described in Section 401(b)(3)(C) of the Code;
- (c) "Student Employees," as classified by the Employer (if such Employer is an educational institution) during the calendar year; and
- (d) Employees who normally work fewer than 20 hours per week (or such lower number of hours per week as may be set forth in the Adoption Agreement). An Employee normally works fewer than 20 hours per week if for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service and the Employee actually worked fewer than 1,000 hours of service for the Employer in the preceding 12-month period.

2.2 **Contributions.**

- (a) **Elective Deferrals.** An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the appropriate Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. As provided in the Adoption Agreement, the amount of Compensation reduced is to be expressed as either a specified dollar amount or a percentage of Compensation. The Administrator may establish an annual minimum deferral amount no higher than \$200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. Except as otherwise provided in the Plan, all Elective Deferrals shall be made on a pre-tax basis. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the Employee's election.
- (b) **Roth 403(b) Contributions.** If authorized in the Adoption Agreement and if permitted under an Employee's Individual Agreement(s), an Employee may elect

to make Roth 403(b) Contributions to the Plan in accordance with Section 10 of the Plan. The Participant's election to make Roth 403(b) Contributions shall be made on the agreement provided by the Administrator and shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new election is filed. The Administrator may establish an annual minimum Roth 403(b) Contribution amount no higher than \$200, and may change such minimum to a lower amount from time to time.

- (c) **Employer Contributions.** If authorized in the Adoption Agreement, the Employer may make Employer Contributions to Accounts of designated Employees in accordance with Section 11 of the Plan. Contributions made under this Section 2.2(c) shall be deposited into each Participant's Account in accordance with Section 2.5 of the Plan. The Participant shall designate the Funding Vehicles and the Accounts therein to which Employer Contributions are to be made. Such designation shall be made on a form provided by the Administrator.

2.3 **Information Provided by the Employee.** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

2.4 **Change in Elective Deferrals Election.** Unless otherwise provided in the Adoption Agreement, and subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals (and/or Roth 403(b) Contributions), his or her investment direction, and/or his or her designated Beneficiary. A change in the amount of Elective Deferrals (and/or Roth 403(b) Contributions) investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor.

2.5 **Contributions Made Promptly.** All contributions under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

2.6 **Leave of Absence.** Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals (and/or Roth 403(b) Contributions) under the Plan shall continue to the extent that Compensation continues.

Section 3 - Limitations on Amounts Deferred

3.1 **Basic Annual Limitation.** Except as provided in Sections 3.2 and 3.3, the maximum amount of the Elective Deferrals (and/or Roth 403(b) Contributions) to the extent permitted under Section 10) under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The

applicable dollar amount is the amount established under Section 402(g)(1)(B) of the Code, which is \$15,500 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under Section 415(d) of the Code.

3.2 Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service.

If authorized in the Adoption Agreement, the applicable dollar amount under Section 3.1(a) for any “qualified employee” is increased (to the extent provided in the Individual Agreements) by the least of:

- (a) \$3,000;
- (b) The excess of:
 - (1) \$15,000, over
 - (2) The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or
- (c) The excess of:
 - (1) \$5,000 multiplied by the number of years of service of the Employee with the qualified organization, over
 - (2) The total Elective Deferrals and, if applicable, Roth 403(b) Contributions made for the Employee by the qualified organization for prior years.

For purposes of this Section 3.2, a “qualified employee” means an Employee who has completed at least 15 years of service taking into account only employment with the Employer.

3.3 Age 50 Catch-up Elective Deferral Contributions. If authorized in the Adoption Agreement, an Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals and, if applicable, Roth 403(b) Contributions, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals and, if applicable, Roth 403(b) Contributions for a year is \$5,000 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under the Code.

3.4 Coordination. If the Adoption Agreement authorizes contributions under Section 3.2 and Section 3.3 of the Plan, amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under Section 3.2 and next as an age 50 catch-up contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals and, if applicable, Roth 403(b) Contributions for a year be more than the Participant’s Includible Compensation for the year.

3.5 Special Rule for a Participant Covered by Another Section 403(b) Plan. For purposes of this Section 3, if the Participant is or has been a participant in one or more other

Section 403(b) Plan (and any other plan that permits elective deferrals under Section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 3. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 3.2 only if the other plan is a § 403(b) plan.

3.6 Correction of Excess Elective Deferrals. If the Elective Deferrals (or Roth 403(b) Contributions) on behalf of a Participant for any calendar year exceed the limitations described above, or the Elective Deferrals (and/or Roth 403(b) Contributions) on behalf of a Participant for any calendar year exceed the limitations described above when combined with other amounts deferred by the Participant under another plan of the Employer under Section 403(b) of the Code (and any other plan that permits elective deferrals under Section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral (and to the extent applicable, Roth 403(b) Contributions), to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant. Excess Deferrals (and, if applicable, Roth 403(b) Contributions) will be distributed to the Participant, with allocable net income, no later than April 15 of the following taxable year or otherwise in accordance with Section 402(g) of the Code.

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

Section 4 - Loans

4.1 Loans. If authorized in the Adoption Agreement, loans shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured.

4.2 Information Coordination Concerning Loans. Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator(s) shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 4.3, including the

collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator(s) shall also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

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

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

For purposes of this Section 4.3, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

Section 5 - Benefit Distributions

5.1 **Benefit Distributions At Severance from Employment or Other Distribution Event.**

Except as permitted under Section 3.6 (relating to excess Elective Deferrals), Section 5.3 (relating to withdrawals of amounts rolled over into the Plan), Section 5.4 (relating to hardship), or Section 8.3 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements. Notwithstanding the foregoing, Elective Deferrals made to an Annuity Contract and corresponding earnings as of December 31, 1988 are "grandfathered" and withdrawal restrictions do not apply to the extent that such amounts can be appropriately identified by the Vendor.

5.2 **Minimum Distributions.** Each Individual Agreement shall comply with the minimum distribution requirements of Section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of Section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in

accordance with the provisions of § 1.408-8 of the Income Tax Regulations, except as provided in Treas. Reg. § 1.403(b)-6(e).

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

5.4 Hardship Withdrawals. Hardship withdrawals shall be permitted under the Plan if selected in the Adoption Agreement and to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship and this Section 5.4 of the Plan. If permitted by the Funding Vehicle(s) in which the Participant's Account is invested, a Participant may make withdrawals from his or her Elective Deferral Accounts (excluding income allocated thereon after December 31, 1988) and from assets held in the Account as of December 31, 1988, for the purpose of enabling him or her to meet financial hardships. For purposes of this Section 5.4, a distribution is on account of a financial hardship only if the distribution is made both on account of an immediate and heavy financial need of the Participant and is necessary to satisfy (and does not exceed) such financial need as described in Subsections (a) and (b) set forth below.

Amounts shall be distributed under this Section 5.4 only after the Administrator has determined that the applicable nondiscriminatory and objective criteria have been satisfied. A Participant requesting a hardship withdrawal shall submit such request to the Administrator in writing at the time and in the manner specified by the Administrator.

- (a) **Immediate and Heavy Financial Need.** The determination of whether a Participant has an immediate and heavy financial need is to be made by the Administrator on the basis of all relevant facts and circumstances. Unless the Administrator adopts and obtains the Employer's written approval regarding additional nondiscriminatory and objective criteria for making this determination (which shall be contained in the Funding Vehicle), a distribution will be deemed to be made on account of an immediate and heavy financial need of a Participant only if the distribution is on account of:
 - (1) expenses for unreimbursed medical care described in Code Section 213(d) previously incurred by the Participant, the Participant's spouse, or any dependents of the Participant (as defined in Code Section 152 (determined without regard to subsections (b)(1), (b)(2) and (d)(1)(B) thereof)), or expenses necessary to obtain such medical care;
 - (2) costs (excluding mortgage payments) directly related to the purchase of a principal residence for the Participant;
 - (3) payment of tuition, related educational fees, and room and board expenses, for up to the next twelve months of post-secondary education for the

Participant, the Participant's spouse or children, or any dependents of the Participant (as defined in Code Section 152 (determined without regard to subsections (b)(1), (b)(2) and (d)(1)(B) thereof));

- (4) payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence;
 - (5) payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Code Section 152 (determined without regard to subsections (b)(1), (b)(2) and (d)(1)(B) thereof));
 - (6) expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); or
 - (7) such other events, expenses or conditions as the Commissioner of Internal Revenue may determine from time to time.
- (b) **Necessary to Satisfy Financial Need.** A distribution will be deemed to be necessary to satisfy an immediate and heavy financial need of a Participant only if all of the following requirements are satisfied:
- (1) the distribution is not in excess of the amount of the immediate and heavy financial need of the Participant. The amount of an immediate financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;
 - (2) the Participant has obtained all distributions, other than hardship distributions, and all nontaxable (determined at the time of the loan) loans currently available under this Plan and all other plans maintained by the Employer;
 - (3) the Plan, and all other 403(b), qualified and nonqualified plans of deferred compensation maintained by the Employer (excluding health and other welfare plans including one that is part of a cafeteria plan), provide that the Participant's elective deferrals and voluntary employee contributions will be suspended for at least six months after receipt of the hardship distribution; and
 - (4) the Plan, and all other 403(b), qualified and nonqualified plans of deferred compensation maintained by the Employer (excluding health and other welfare plans including one that is part of a cafeteria plan), provide that

the Participant may not make elective deferrals for the Participant's taxable year immediately following the taxable year of the hardship distribution in excess of the applicable limit under Code Section 402(g) for such next taxable year less the amount of such Participant's elective deferrals for the taxable year of the hardship distribution.

The provisions of these subparagraphs (a) and (b) of this Section 5.4 may be modified by the Employer to the extent necessary or permissible to take into account any new standards prescribed by the Commissioner of Internal Revenue by which distributions are deemed to be necessary to satisfy an immediate and heavy financial need.

Additionally, the Vendor with prior approval by the Employer, may adopt rules for determining whether a hardship distribution is necessary to satisfy a Participant's financial need under the "facts and circumstances" tests described in Treasury Regulation Section 1.401(k)-1(d)(3)(iii) in lieu of the rules described tests, above.

An Individual Agreement may make distributions to Participants for expenses described in Treasury Regulation Section 1.401(k)-1(d)(3)(iii)(B)(1), (3), or (5) for a primary Beneficiary. For this purpose, a "primary Beneficiary" is an individual who is named as a Beneficiary and has an unconditional right to all or a portion of the Account balance upon the death of the Participant.

5.5 **Rollover Distributions.**

- (a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in Section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in Section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in Section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Section 408(d)(3)(C) of the Code).
- (b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.
- (c) A Participant or a spouse who is the designated Beneficiary of the Participant may elect to roll over amounts in accordance with Section 408A(e) of the Code directly to a Roth IRA.

Section 6 - Rollovers to the Plan; Transfers; Exchanges

6.1 Eligible Rollover Contributions to the Plan.

- (a) **Eligible Rollover Contributions.** To the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code. However, unless Roth 403(b) Contributions are authorized under the Adoption Agreement, in no event does the Plan accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in Section 402A(e)(1) of the Code.
- (b) **Eligible Rollover Distribution.** For purposes of Section 6.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Section 401(a)(9) of the Code, or corrective distribution of excess amounts in accordance with Sections 3.6 and 10.7. In addition, an eligible retirement plan means an individual retirement account described in Section 408(a) and 408A of the Code, an individual retirement annuity described in Section 408(b) and 408A of the Code, a qualified trust described in Section 401(a) of the Code, an annuity plan described in Section 403(a) or 403(b) of the Code, or an eligible governmental plan described in Section 457(b) of the Code, that accepts the eligible rollover distribution.
- (c) **Separate Accounts.** The Vendor shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

6.2 Plan-to-Plan Transfers to the Plan.

- (a) If authorized under the Adoption Agreement, the Administrator may permit a transfer of assets to the Plan as provided in this Section 6.2. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's entire interest therein to the Plan and the participant is an Employee or former Employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems

necessary to effectuate the transfer in accordance with Treas. Reg. § 1.403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies Section 403(b) of the Code.

- (b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.
- (c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral or, if applicable, Roth 403(b) Contribution by the Participant or Employer Contribution under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under Section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.

6.3 Plan-to-Plan Transfers from the Plan.

- (a) If authorized under the Adoption Agreement, Participants and Beneficiaries may elect to have all or any portion of their Account Balance transferred to another plan that satisfies Section 403(b) of the Code in accordance with Treas. Reg. § 1.403(b)-10(b)(3). A transfer is permitted under this Section 6.3(a) only if the Participants or Beneficiaries are Employees or former Employees of the Employer (or the business of the Employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.
- (b) The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under Section 403(b) of the Code, the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata

portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

- (c) Upon the transfer of assets under this Section 6.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.3 (for example, to confirm that the receiving plan satisfies Section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treas. Reg. § 1.403(b)-10(b)(3).

6.4 Permissive Service Credit Transfers.

- (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.4(a) may be made before the Participant has had a Severance from Employment.
- (b) A transfer may be made under Section 6.4(a) only if the transfer is either for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which Section 415 of the Code does not apply by reason of Section 415(k)(3) of the Code.
- (c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

6.5 Contract and Custodial Account Exchanges.

- (a) If authorized in the Adoption Agreement, a Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, unless otherwise indicated on the Adoption Agreement, exchanges are not permitted to Vendors that are not eligible to receive contributions under Section 2. If the Adoption Agreement authorizes exchanges to a Vendor that is not eligible to receive contributions under Section 2, the conditions in paragraphs (b) through (d) of this Section 6.5 must be satisfied.
- (b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or

Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both Section 403(b) contracts or custodial accounts immediately before the exchange).

- (c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.
- (d) The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:
 - (1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy Section 403(b) of the Code, including the following:
 - (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 5.1);
 - (ii) the Vendor notifying the Employer of any hardship withdrawal under Section 5.3 if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals (and, if applicable, Roth 403(b) Contributions) under the Plan; and
 - (iii) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's Section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any Plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 5.4); and
 - (2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following:
 - (i) the amount of any Plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional Plan loan satisfies the loan limitations of Section 4.3, so that any such additional loan is not a deemed distribution under Code Section 72(p)(1); and

- (ii) information concerning the Participant's or Beneficiary's Roth Contributions and after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.
- (e) If any Vendor ceases to be eligible to receive Elective Deferrals (or Roth 403(b) Contributions or Employer Contributions, if applicable) under the Plan, the Vendor shall enter into an information sharing agreement as described in Section 6.5(d) with the Employer if the Employer's existing contract with the Vendor does not provide for the exchange of information described in Section 6.5(d)(1) and (2).

Section 7 - Investment of Contributions

7.1 **Manner of Investment.** All Elective Deferrals, Roth 403(b) Contributions, Employer Contributions or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

7.2 **Investment of Contributions.** Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers and exchanges among Annuity Contracts and Custodial Accounts may be made to the extent provided in Section 6.4 of the Plan, the Individual Agreements and permitted under applicable Income Tax Regulations.

7.3 **Current and Former Vendors.** The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy Section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals (or Roth 403(b) Contributions) under the Plan and a Vendor holding assets under the Plan in accordance with Section 6.2 or 6.4), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy Section 403(b) of the Code or other requirements of applicable law.

Section 8 – Amendment and Plan Termination

8.1 Termination of Contributions. The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

8.2 Amendment and Termination. The Employer reserves the authority to amend or terminate this Plan at any time.

8.3 Distribution upon Termination of the Plan. The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed as soon as administratively practicable under the Plan, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative Section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

Section 9 - Miscellaneous

9.1 Non-Assignability. Except as provided in Section 9.2 and 9.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

9.2 Domestic Relation Orders. Notwithstanding Section 9.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any state ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

9.3 IRS Levy. Notwithstanding Section 9.1, the Administrator may direct payment from a Participant's or Beneficiary's Account the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

9.4 **Tax Withholding.** Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals (and, if applicable, Roth 403(b) Contributions), which constitute wages under Section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including Section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator or Vendor may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

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

9.6 **Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned to the party that made the contribution.

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

9.8 **Incorporation of Individual Agreements.** The Plan, together with the Adoption Agreement and any Individual Agreements, is intended to satisfy the requirements of Section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Adoption Agreement and applicable Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or Section 403(b) of the Code.

9.9 **Governing Law.** The Plan will be construed, administered and enforced according to the Code and the laws of the state in which the Employer has its principal place of business.

9.10 **Headings.** Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

9.11 **Gender.** Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

Section 10 – Roth 403(b) Contribution Provisions

10.1 **General Application.** This Section 10 shall apply only if the Employer has elected to permit Roth Contributions under the Plan as indicated on the Adoption Agreement.

10.2 **Roth 403(b) Contributions.** For each Plan Year, each Participant may elect to make Roth 403(b) Contributions to the Plan up to the applicable limit under Code Section 402(g) and as aggregated with Elective Deferrals as described in Section 3.1, 3.2, and 3.3, and subject to any limitations imposed under applicable law or under any applicable collective bargaining agreement. Such contributions will be allocated to the Participant's Roth 403(b) Contributions Account.

10.3 **Separate Accounting Requirements.** Contributions and withdrawals of Roth 403(b) Contributions, and earnings or losses thereon, shall be credited and debited to each Participant's Account and shall be separately accounted for under each Employee's Account. Gains, losses, and other credits or charges shall be separately allocated on a reasonable and consistent basis for each Employee's Roth 403(b) Contributions. Except as provided in Section 10.6, no contributions other than Roth 403(b) Contributions and properly attributable earnings may be credited to each Employee's Roth subaccount.

10.4 **Deposit Requirements.** Roth 403(b) Contributions shall be deposited with the applicable Funding Vehicles as soon as practicable in accordance with Section 2.5 of the Plan, unless an earlier date is required under state law.

10.5 Distribution of Roth 403(b) Contributions.

- (a) **Qualified Distributions:** Distributions from a Roth 403(b) Contributions Account will be tax-free for federal income tax purposes if:
 - i) The amounts are held for a 5-year holding period, measured from the first year that the initial Roth 403(b) Contribution was made on behalf of the Participant to a Roth 403(b) Contributions Account, and
 - ii) The distribution is due to a Participant's attainment of age 59 ½, death, or in the event of the Participant's becoming Disabled.
- (b) **Non-qualified Distributions:** Amounts distributed from a Roth 403(b) Contributions Account that are not considered "Qualified Distributions" as defined in Section 10.3(a), may be distributed from a Roth 403(b) Contributions Account subject to the distribution rules applicable to Elective Deferrals as described in Section 5.1. Such nonqualified distributions shall be subject to

federal income tax to the extent that the amount distributed exceeds the value of the Roth 403(b) Contributions.

- (c) In no event shall amounts held in a Roth 403(b) Contributions Account be used for a loan in accordance with Section 4, distributed due to a hardship withdrawal under Section 5.4, transferred in accordance with Sections 6.3 or 6.5, or exchanged in accordance with Section 6.4.

10.6 Direct Roth Rollovers From the Plan. Notwithstanding Section 5.5 of the Plan, Participants may only make a direct rollover of a distribution of Roth 403(b) Contributions (and earnings thereon) to another 403(b) plan with Roth contribution features; to a 401(k) Plan with Roth contribution features, or to Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

10.7 Roth Rollovers Into the Plan. Notwithstanding Section 6.1 of the Plan, and unless otherwise indicated on the Adoption Agreement, direct rollovers of Roth 403(b) Contributions and Roth 401(k) Contributions and earnings thereon from another 403(b) Plan with Roth contribution features, or from a 401(k) Plan with Roth contribution features are permitted, provided that the Funding Vehicles selected by a Participant will accept such Roth Rollovers. Direct rollovers shall only be permitted if the transmitting plan satisfies the conditions set forth in Section 402(A)(e)(1) of the Code and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

10.8 Correction of Excess Deferrals. Excess deferrals shall be corrected by first distributing Roth 403(b) Contributions (plus earnings thereon) made during the Plan Year and then by distributing a Participant's Elective Deferrals (plus earnings thereon). However, if a highly compensated Employee (as defined in Section 414(q) of the Code) experiences an excess deferral in any Plan Year, he may designate the extent to which the excess amount is composed of Elective Deferrals and Roth 403(b) Contributions, provided that both types of contributions were made by the Employee during the applicable Plan Year. If the highly compensated Employee does not designate which type of contributions are to be distributed, then Elective Deferrals shall be distributed first, followed by Roth 403(b) Contributions.

10.9 Roth Caveat. Employer, Administrator and providers of Annuity Contracts and Custodial Accounts shall utilize good faith compliance efforts to conform to the requirements applicable to Roth 403(b) Contributions based on applicable IRS guidance related to such contributions. The Plan shall be administered and interpreted in the manner necessary to ensure compliance with such guidance.

Section 11 – Employer Contributions

11.1 Employer Contributions. For each Plan Year, the Employer will contribute to the Plan the amount and form of Employer Contributions as specified in the Adoption Agreement, subject to any limitations imposed under applicable law or under any applicable collective bargaining

agreement. Such contributions will be allocated to the Participant's Employer Contributions Account.

11.2 Maximum Annual Additions.

- (a) The maximum permissible Annual Additions that may be contributed or allocated to each Participant's Account under the Plan for any Plan Year will not exceed the lesser of:
 - i) \$40,000, as adjusted for increases in the cost of living under Section 415(d) of the Code, or
 - ii) 100 percent of the Participant's Includible Compensation for the Plan Year.
- (b) For purposes of this Section, "Annual Additions" means, for any Plan Year, the sum of Elective Deferrals, Roth 403(b) Contributions, and Employer Contributions to the Plan made to the Participant's Account and the sum of any Employee and Employer contributions made on behalf of such individual under any other 403(b) plan, whether or not sponsored by the Employer.
- (c) If a Participant has a "controlling interest" in another Employer and participates in that Employer's qualified 401(a) defined contribution plan, a welfare benefit fund (as defined in Section 419(e) of the Code), an individual medical account (as defined in Section 415(l)(2) of the Code) or a Simplified Employee Pension (as defined in Section 408(k) of the Code) which provides Annual Additions, the amount of Annual Additions which may be credited to a Participant's Account for any Plan Year will not exceed the maximum permissible amount described in subsection (a), taking into account Employer contributions that have been allocated to such other plans as described in this subsection.
- (d) If the Annual Additions are greater than the maximum permissible amount described in subsection (a) in a Plan Year, no amount will be contributed to the Participant's Account under the Plan for that Plan Year. If there is any such excess amount under the Plan, the Employer or its delegate will direct the Vendor as to the appropriate method of correction of such excess amounts in accordance with the Income Tax Regulations. If timely correction of such excess is not made, such excess will remain in the Plan and will be separately accounted for in accordance with Section 403(c) of the Code.

11.3 Vesting. A Participant will be 100% Vested in any Employer Contributions.

Section 12 – Employer Adoption

Name of Plan: _____

Name of Employer: _____

Signature By: _____

Print Name: _____

Title: _____

Date: _____



COLUMBUS STATE COMMUNITY COLLEGE

BOARD ACTION

Date: _____

SUBJECT:

Energy Efficiency Plan required by H.B. 251

BACKGROUND INFORMATION:

In December 2006, the Ohio General Assembly enacted H.B. 251, a law that specifies a variety of State energy efficiency requirements, including the creation of an interuniversity committee to develop guidelines for the boards of trustees of state institutions of higher education to use in ensuring energy efficiency and conservation in campus facilities and college operations. Those guidelines have been developed.

The goal of each institution is to reduce on- and off-campus energy consumption by at least 20 percent by the end of the fiscal year ended 2014 compared to fiscal year 2004. Additionally, by December 31, 2008, each state institution's board of trustees is to develop a fifteen-year plan for phasing in energy efficiency and conservation projects.

Moreover, in January 2007, the College signed the American College and University Presidents Climate Commitment (ACUPCC), a high-profile effort to address global warming by garnering commitments from institutions of higher education to neutralize greenhouse gas emissions and to accelerate the research and educational efforts of higher education to equip society to re-stabilize the earth's climate. By signing the Commitment, the College committed to conducting, by September 2008, a comprehensive initial inventory of all greenhouse gas emissions resulting from its operations, including emissions from electricity, heating/cooling, commuting, and air travel.

In November 2007, the Board of Trustees allocated \$2 million for Energy Efficiency and Sustainability Initiatives. Of that, \$150,000 was released by the Board in July 2008 for sustainability planning and program activities. With Board approval, the college will use the balance of the monies to begin implementing initiatives outlined in the Energy Efficiency Plan.

The attached Energy Efficiency Plan is the College's response to those mandates.

RECOMMENDATION:

That the Board of Trustees, in compliance with H.B. 251, approve the College's Energy Efficiency Plan, dated October 2008.

That the Board of Trustees allocates \$1.85 million of the \$2.0 million strategic allocation to begin implementing the projects outlined in the Energy Efficiency Plan. No project shall be executed without the President's pre-approval. The President shall report annually to the Board of Trustees on progress toward implementing the Energy Efficiency initiatives.



Columbus State Community College

Board Action

Date: _____

SUBJECT:

Personnel Information Items

BACKGROUND INFORMATION:

In accordance with a Board of Trustees resolution approved and adopted at their regular meeting held on October 18, 1978, the President has the authority to make staff appointments to positions which have already been approved by the Board and included in the current budget, and to accept faculty and staff resignations. The attached personnel actions took place during the months of September, October and November, 2008

FOR INFORMATION ONLY

COLUMBUS STATE COMMUNITY COLLEGE

BOARD OF TRUSTEES

INFORMATION ONLY

In accordance with a Board Resolution approved and adopted at a regular meeting held on October 18, 1978, which enables the President to make employee appointments to positions which have already been approved by the Board and included in the current budget, the following persons have been **appointed**.

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>SALARY</u>
Gabbriel Crissinger (New Board Approved)	Technician I	Public Safety	10/16/08	\$32,700
Chris Emswiler (Repl. T. Sherald)	Project Administrator	Information Technology	10/01/08	\$63,000
Kimberly Hachet (Repl. S. Bailey)	Representative	Telephone Information Center	09/02/08	\$30,969
Lisa Karas (New Board Approved)	Supervisor I	Public Safety	11/03/08	\$55,262
Sheryl Killen (Repl. T. McClain)	Coordinator	Disability Services	10/01/08	\$44,034
Martisha McCarrel (Repl. M. McCloud)	Associate Teacher	Child Development Center	10/01/08	\$28,652
Dustin McDaniel (Repl. M. Johnson)	Groundskeeper I	Physical Plant	09/16/08	\$25,025
Roger McGlaughlin (Repl. M. Morgan)	Instructor	Health, Dental & Vet Tech	09/24/08	\$39,486
Kelly Paulin (Repl. W. Hall)	Instructor	Developmental Education	09/24/08	\$39,486
Michael Shilling (New Board Approved)	System Administrator	Data Center	11/03/08	\$57,000
Marv West (Repl. G. Sanders)	Director II	Auxiliary Services	11/03/08	\$86,537
David Wubbolding (New Board Approved)	Program Coordinator	Institutional Advancement	12/01/08	\$58,531

BOARD OF TRUSTEES**INFORMATION ONLY**

In accordance with a Board Resolution approved and adopted at a regular meeting held on October 18, 1978, which enables the President to make employee appointments to positions which have already been approved by the Board and included in the current budget, the following resignations/terminations have been accepted.

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>
Christopher Butler (Resignation)	Programmer/Analyst	Data Center	09/29/08
David Cummings (Retirement)	Building Services I	Physical Plant	10/01/08
Adelaida Lopez-Wellman (Resignation)	Office Associate	Hospitality, Massage, & SES	09/26/08
Chana Miller (Resignation)	Specialist	Business & Industry	08/26/08
Philip Reed (Resignation)	Groundskeeper I	Physical Plant	07/09/08
Tabitha Scott (Resignation)	Police Officer	Public Safety	09/30/08
Sue Straughter (Resignation)	Specialist	Off-Campus Programs	10/22/08
Jonathan Volk (Resignation)	Technician	Communication Technology & PC Services	09/15/08
Matthew Woodworth (Resignation)	Police Officer	Public Safety	09/30/08



COLUMBUS STATE COMMUNITY COLLEGE

Date _____

BOARD ACTION

SUBJECT:

Financial Statements as of and for the three months ended September 30, 2008.

BACKGROUND INFORMATION:

Columbus State Community College policy requires that monthly the President provide each Board of Trustees member a copy of the college's financial statements.

RECOMMENDATION:

That the financial statements as of and for the three months ended September 30, 2008, be accepted as presented.



550 East Spring Street
P.O. Box 1609
Columbus, Ohio 43216-1609
614/287-2400

TO: Board of Trustees
FROM: Dr. Val Moeller, President
DATE: October 31, 2008
SUBJECT: Financial Statements as of September 30, 2008

Attached are the financial statements of Columbus State Community College, the Foundation, and the President’s Discretionary Fund for the period ended September 30, 2008.

1. General Fund

Financials through the end of September 30, 2008 include tuition revenue from Summer quarter. Autumn quarter tuition revenue will be reflected in subsequent financial statements as they are realized.

- **Enrollment**

Quarter	Budgeted Headcount	Headcount	Increase/Decrease	FY 08 FTEs	FY 09 FTEs	% Variance
Summer 2008*	13,663	14,047	2.8%	7,443	7,835	5.3%
Autumn 2008*	23,057	24,237	5.1%	15,010	16,120	7.4%
Winter 2009						
Spring 2009						

*Preliminary headcounts and FTEs

Revenues (Exhibit B): Total operating revenues at September 30, 2008 are \$26,483,055 for the period, or 20.8% of the FY 09 budget, compared to 20.5% last year. The difference in the two years is primarily due to increased tuition and fee revenue and increased subsidy.

Expenditures (Exhibit B): Total operating expenditures (before transfers) are \$25,200,284 for the period, or 20.5% of the budget, which is consistent with the same period last year. Because we are just two months into the new fiscal year, our projected year-end numbers at this time equal budget.

2. Auxiliary Fund (Exhibit D)

Revenues: Revenues are considerably higher through September 30, 2008, due primarily to the timing of the start of summer quarter, putting the bulk of summer quarter rush at the bookstore in July rather than June, as is typical. Also, revenues include bookstore sales for the start of Autumn quarter as a good share of book-buying takes place in the weeks leading up to and within a week of the start of the quarter, which this year was September 24. The Child Development Center continues to increase its enrollment.

Expenditures: Overall expenditures are slightly lower compared to the same period last year due primarily to employee vacancies in the bookstore that are in the process of being filled, and efficiency measures at the golf course that resulted in lower overhead expenses.

3. **President's Discretionary Fund** (Exhibit F)

The President's Discretionary Fund has a cash balance of \$14,094 at September 30, after disbursements of \$5,906.

4. **Foundation** (Exhibits G and H)

Foundation contributions are \$304,265 compared to \$94,886 in September last year. A new pledge of \$100,000 was received from Wolfe Associates. Donations to *Taste the Future* were up slightly as well. The investment portfolio is being adjusted to maximize long term returns. Non-mini-grant expenditures for September 2008 are comparable to September 2007 expenditures.

5. **Investments**

The College's portfolio is invested consistent with its investment policy, with 32.5% currently invested in STAROhio and other money markets, with the balance in federal agencies.

**COLUMBUS STATE COMMUNITY COLLEGE
BALANCE SHEET AT SEPTEMBER 30, 2008
With Comparative Figures at September 30, 2007**

EXHIBIT A

Assets	September 30, 2008	September 30, 2007	Liabilities and Fund Balance	September 30, 2008	September 30, 2007
Current Funds			Current Funds		
Unrestricted			Unrestricted		
Educational and general			Educational and general		
Cash	\$ 24,313,809	\$ 4,620,144	Accounts payable	\$ 3,187,418	\$ 5,341,180
Investments (including money markets at cost and treasury bills and agency discount notes at market - (note 1))			Deferred income		
Accounts receivable, net of allowance for doubtful accounts	102,436,113	103,923,426	Student tuition	22,592,391	18,914,939
Interest receivable	5,404,245	8,492,252	Lab fees and credit bank	889,688	819,529
Prepaid expense	209,198	-	Due to auxiliary funds	-	223,201
Net Investment in Golf Course	-	338,333	Due to restricted funds	9,287,011	5,864,771
Due from agency funds	327,890	-	Due to plant funds	-	-
Due from auxiliary funds	71,408	294,138	Due to agency funds	-	-
Total educational & general	\$ 132,762,661	\$ 117,668,293	Fund balances (Exhibit C):		
			Allocated	74,963,432	44,743,057
			Unallocated	21,842,722	41,761,616
			Total fund balances	96,806,153	86,504,673
			Total educational & general	\$ 132,762,661	\$ 117,668,293
Auxiliary enterprise			Auxiliary enterprise		
Cash	\$ 2,404,496	\$ 1,745,364	Accounts payable	\$ 621,345	\$ 1,013,162
Investments	5,656,308	4,854,754	Due to educational & general fund	71,408	-
Accounts receivable	698,427	680,273	Fund balances (Exhibit D):		
Inventories, at cost as defined (note 2)	310,227	1,761,196	Allocated	250,000	-
Other Assets	348,389	350,339	Unallocated	8,588,497	8,838,688
Due from general fund	-	223,201	Total fund balances	8,838,497	8,838,688
Due from grant funds	113,403	236,724	Total auxiliary enterprise	9,531,250	9,851,850
Total auxiliary enterprise	9,531,250	9,851,850	Total unrestricted	\$ 142,293,911	\$ 127,520,143
Total unrestricted	\$ 142,293,911	\$ 127,520,143			
Restricted			Restricted		
Cash	\$ -	\$ -	Due to general fund	-	-
Due from educational & general fund	-	-	Fund balances	-	-
Total restricted	-	-	Unallocated	-	-
Total current funds	\$ 142,293,911	\$ 127,520,143	Total restricted	-	-
	[A]	[B]	Total current funds	\$ 142,293,911	\$ 127,520,143
				[C]	[D]

(See accompanying summary of significant accounting policies and notes to financial statements)

(Continued)

EXHIBIT A
(Continued)

COLUMBUS STATE COMMUNITY COLLEGE
BALANCE SHEET AT SEPTEMBER 30, 2008
With Comparative Figures at September 30, 2007

<u>Assets</u>	<u>September 30,</u> <u>2008</u>	<u>September 30,</u> <u>2007</u>	<u>Liabilities and Fund Balance</u>	<u>September 30,</u> <u>2008</u>	<u>September 30,</u> <u>2007</u>
<u>Plant funds</u>			<u>Plant funds</u>		
Unexpended			Unexpended		(1)
State appropriations receivable	\$ -	-	Fund balances	1,310,159	2,123,218
Capital Improvement Fund	1,310,159	2,123,218	Restricted	-	-
Total unexpended	<u>1,310,159</u>	<u>2,123,218</u>	Total unexpended	<u>\$ 1,310,159</u>	<u>\$ 2,123,218</u>
Cash from Bond Proceeds	158,236	286,456	Investment in plant:		(2)
Deposit with trustees	2,905	2,810	Interest payable	-	-
Due from general fund	9,287,011	5,864,771	Capital lease payable	987,624	567,046
Land	29,674,722	29,674,722	Accounts payable	18,255,000	19,830,000
Improvements other than buildings	6,338,835	6,243,293	Bonds payable	2,260,945	2,320,828
Buildings	117,238,951	115,023,368	Deferred Gift Annuity		(12)
Movable equipment, furniture			Net investment in plant	127,879,213	123,068,604
and library books	42,294,227	34,958,913		-	(14)
Construction-in-progress	1,415,455	7,089,736	Total investment in plant	<u>149,382,783</u>	<u>145,786,478</u>
Other Assets	888,129	306,881	Total plant funds	<u>\$ 150,692,941</u>	<u>\$ 147,909,696</u>
Less: accumulated depreciation	(57,915,687)	(53,664,472)			(17)
Total investment in plant	<u>149,382,783</u>	<u>145,786,478</u>			(18)
Total plant funds	<u>\$ 150,692,941</u>	<u>\$ 147,909,696</u>			(19)
<u>Agency funds</u>			<u>Agency funds</u>		(20)
Cash	-	-	Deposits held in custody for others	164,337	657,240
Due from agencies	492,227	-	Due to educational and general fund	327,890	294,138
Due from general fund		951,378	Total agency funds	<u>\$ 492,227</u>	<u>\$ 951,378</u>
Total agency funds	<u>\$ 492,227</u>	<u>\$ 951,378</u>		[C]	[D]
	[A]	[B]			(24)

(See accompanying summary of significant accounting policies and notes to financial statements)

EXHIBIT B

**COLUMBUS STATE COMMUNITY COLLEGE
OPERATIONAL BUDGET COMPARISON
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2008
With Comparative Figures at September 30, 2007**

	FY 09		FY 08		FY 09 Projected Year End			
	Budget as approved May 2008	Expended to Date (Actual & Encumbrances)	% of Budget Expended to Date	Revised Budget as approved January 2008	Expended to Date (Actual & Encumbrances)	% of Budget Expended to Date	Projected FY 09 Year End Budget	Projected % of Revised Budget
Revenues								
Appropriations								
Subsidy	\$ 52,594,272	\$ 13,148,568	25.00%	\$ 47,389,288	\$ 11,829,816	24.96%	\$ 52,594,272	100.00%
Access Challenge	6,908,952	1,727,238	25.00%	6,751,576	1,687,894	25.00%	6,908,952	100.00%
Student Support Services								
Jobs Challenge	291,607	-	0.00%	518,836	-	0.00%	-	-
	59,794,831	14,875,806	24.88%	54,659,700	13,517,710	24.73%	59,794,831	100.00%
Student								
Tuition	61,890,805	9,871,443	15.95%	59,903,656	9,120,275	15.22%	61,890,805	100.00%
Fees	4,324,579	1,451,669	33.57%	2,096,628	1,291,911	61.62%	4,324,579	100.00%
Special courses	600,000	242,181	40.36%	600,000	161,981	27.00%	600,000	100.00%
	66,815,384	11,565,292	17.31%	62,600,284	10,574,167	16.89%	66,815,384	100.00%
Contracted Services								
Net	255,585	17,350	6.79%	255,585	(3,741)	-1.46%	255,585	100.00%
	255,585	17,350	6.79%	255,585	(3,741)	-1.46%	255,585	100.00%
Other								
Miscellaneous	250,000	24,606	9.84%	250,000	43,054	17.22%	250,000	100.00%
	250,000	24,606	9.84%	250,000	43,054	17.22%	250,000	100.00%
Total revenues	127,115,800	26,483,055	20.83%	117,765,569	24,131,190	20.49%	127,115,800	100.00%
Operating Expenditures								
Educational & general (Instructional)	68,940,008	12,933,172	18.76%	62,850,077	12,681,576	20.18%	68,940,008	100.00%
ERC	1,845,095	630,096	34.15%	1,678,941	351,554	20.94%	1,845,095	100.00%
General	10,811,562	2,607,765	24.12%	10,367,298	2,055,659	19.83%	10,811,562	100.00%
Information Technology	10,550,561	2,732,042	25.89%	9,967,198	2,359,167	23.67%	10,550,561	100.00%
Student Services	10,127,215	2,427,658	23.97%	9,727,258	2,063,627	21.21%	10,127,215	100.00%
Operation and maintenance of plant	13,111,984	2,341,126	17.85%	12,068,735	2,235,969	18.53%	13,111,984	100.00%
Administration	5,929,868	1,141,220	19.25%	5,808,949	1,076,412	18.53%	5,929,868	100.00%
Transfer for debt service	1,548,818	387,205	25.00%	1,406,789	348,314	24.76%	1,548,818	100.00%
Total expenditures	122,865,111	25,200,284	20.51%	113,875,245	23,172,278	20.35%	122,865,111	100.00%
Non-operating & Encumbered								
Transfer for equipment and replacement	3,000,000	See Exhibit C		1,800,000	See Exhibit C		3,000,000	100.00%
Transfer for capital improvements	-	-		2,500,000	-		-	N/A
Total expenditures and transfers	125,865,111	25,200,284	20.02%	118,175,245	23,172,278	19.61%	125,865,111	100.00%
Operational revenues	1,250,689	1,282,770	N/A	(409,676)	958,912	N/A	1,250,689	N/A
Interest Income								
Total revenues	\$ 1,250,689	\$ 761,795	60.88%	\$ 4,800,000	\$ 1,518,495	31.64%	\$ -	N/A
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	\$ 1,250,689	\$ 2,044,565	163.48%	\$ 4,390,324	\$ 2,477,407	56.43%	\$ 1,250,689	100.00%

**COLUMBUS STATE COMMUNITY COLLEGE
STATEMENT OF CHANGES IN FUND BALANCES OF CURRENT
EDUCATIONAL AND GENERAL FUNDS
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2008**

EXHIBIT C

	Balance at June 30, 2008	Net Increase for Current Period	Board Approved Additions	Transfers	Expenditures	Balance at September 30, 2008	
Unrestricted							
Allocated							
Capital Improvements & Land Acquisition	\$ 15,720,817	\$ -	1,731,797	-	-	\$ 17,452,614	(1)
Carpet/Furniture Reupholstering	60,843	-	139,157	-	(86,843)	113,157	(2)
Bolton Field Site Analysis	33,883	-	-	-	-	33,883	(3)
Utility Mapping	15,444	-	-	-	(2,532)	12,912	(4)
HVAC Replacement/Switch Room	2,509	-	-	-	-	2,509	(5)
Eibling Hall Renovations (CCPC) and Lobby	66,550	-	-	-	-	66,550	(6)
Davidson Hall 229,230	12,091	-	-	-	-	12,091	(7)
Space Efficiency Upgrades	6,471	-	4,993,529	-	(39,164)	4,960,836	(8)
Delaware Site Planning	78,812	-	-	-	(11,392)	67,420	(9)
Wayfinding Services	49,614	-	-	-	(5,652)	43,962	(10)
Project Planning	7,893	-	142,107	-	(20,053)	129,947	(11)
Renovate Union Hall Ground for PC Support	461,925	-	-	-	-	461,925	(12)
Union Hall Renovation	6,013,345	-	500,000	-	-	6,513,345	(13)
Site Development Delaware Campus	4,200,000	-	-	-	-	4,200,000	(14)
Bookstore/DX Modifications	297,469	-	-	-	-	297,469	(15)
Facilities Infrastructure Improvements	-	-	200,000	-	-	200,000	(16)
Capital Equipment	4,045,893	-	3,000,000	900,000	(592,194)	7,353,699	(17)
Target 2002	333,088	-	-	-	-	333,088	(18)
Collective Bargaining	63,252	-	-	-	-	63,252	(19)
Budget/Tuition Stabilization	12,000,000	-	-	-	-	12,000,000	(20)
Early Retirement Payback	1,595,670	-	-	-	-	1,595,670	(21)
Accumulated Lab Fees	1,742,262	-	-	(569,919)	-	1,172,343	(22)
Broadbanding	460,093	-	-	-	(41,214)	418,879	(23)
Think Again Scholarship	-	-	3,000,000	-	(40,414)	2,959,586	(24)
Teaching and Learning Initiatives	5,000,000	-	-	-	-	5,000,000	(25)
Strategic Growth Initiatives	2,500,000	-	-	-	-	2,500,000	(26)
Technology Initiatives	2,500,000	-	-	-	-	2,500,000	(27)
Human Capacity Development/Wellness	500,000	-	-	-	-	500,000	(28)
Campus Safety Initiatives	2,000,000	-	-	-	-	2,000,000	(29)
Energy Efficiency/Sustainability Initiatives	2,000,000	-	-	-	(1,705)	1,998,295	(30)
Unallocated	61,767,924	-	13,706,590	330,081	(841,163)	74,963,432	(31)
Total General Fund	33,101,736	1,936,494	(13,706,590)	(330,081)	841,163	21,842,722	(32)
	94,869,660	1,936,494	-	-	-	96,806,153	(33)
	[A]	[B]	[C]	[D]	[E]	[F]	

EXHIBIT C-1

COLUMBUS STATE COMMUNITY COLLEGE
BOND FUNDED PROJECTS
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2008

	Bond Proceed Allocation	Proceeds Budget	Prior Budget Reallocations	Budget Reallocation 2009	Proceeds Expended to Date	Bond Proceeds Encumbered	Available to Spend	
	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(1)-(19)
Refunding 1993 Bonds	3,445,000	3,445,000	706,227	-	3,445,000.00	-	169,949	(2)
Bookstore	7,000,000	7,000,000	-	-	7,536,278.48	-	-	(3)
Facilities	3,400,000	-	-	-	-	-	-	(4)
Aquinas Hall*	-	1,631,673	(88,521)	-	1,543,739.50	-	(588)	(5)
366/370 N. Grant*	-	1,760,304	(51,066)	-	1,709,238.41	-	-	(6)
Unallocated	-	8,022	95,909	(103,931)	-	-	-	(7)
Child Development Center	3,000,000	3,000,000	(891,666)	-	1,958,760.32	-	149,574	(8)
Columbus Campus Facility Projects	-	-	-	-	-	-	-	(9)
356 N. Grant	-	-	220,000	(6,069)	6,375.74	-	207,555	(10)
Madison Hall	-	-	62,913	-	68,989.17	-	(6,076)	(11)
Rhodes Hall	-	-	27,978	-	27,979.00	-	-	(12)
Franklin Hall Suite Efficiencies	-	-	80,950	-	83,749.90	-	(2,800)	(13)
Planning	-	-	100,000	-	100,409.07	-	(409)	(14)
TRIO	-	-	-	48,000	-	-	48,000	(15)
Student Life/Judicial	-	-	-	42,000	-	-	42,000	(16)
K-12 Move	-	-	-	20,000	-	-	20,000	(17)
Issuance Costs	315,000	315,000	(55,830)	-	252,650.20	-	6,520	(18)
Interest Income	-	-	(206,895)	-	-	-	(70,640)	(19)
Total	17,160,000	17,160,000	(0)	-	16,733,169.79	-	563,085	
	[A]	[B]	[C]	[D]	[E]	[F]	[G]	

* These two projects were funded from both the General Fund and the Bond Proceeds.

** As approved by the Board of Trustees on January 26, 2006, available balances in projects funded by the 2003 bond proceeds were reallocated to the Bookstore/Retail Complex.

***As approved by the Board of Trustees on September 28, 2006, certain Columbus Campus Facility Projects may be funded by unspent balances from 2003 bond proceeds.

EXHIBIT D

COLUMBUS STATE COMMUNITY COLLEGE
 OPERATIONAL BUDGET COMPARISON FOR AUXILIARY SERVICES
 FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2008
 With Comparative Figures at September 30, 2007

	FY 09		FY 08		Actual to Date	Revised Budget as approved January 2008	% of Budget Expended to Date	Projected FY 09 Year End Budget	Projected % of Revised Budget
	Budget as approved May 2008	Actual to Date	Budget Expended to Date	Actual to Date					
Sales/Revenues	\$								
Bookstore	10,746,362	3,687,308	34.31%	10,239,757	3,262,581	31.86%	10,746,362	100.00%	(1)
Child Development Center	1,092,795	198,440	18.16%	812,674	132,445	16.30%	1,092,795	100.00%	(2)
Food Services	350,150	123,651	35.31%	369,468	43,240	0.00%	350,150	100.00%	(3)
Bridgeview	584,728	176,199	30.13%	562,521	204,665	36.38%	584,728	100.00%	(4)
Total Revenues before Grant Activity	12,774,035	4,185,598	32.77%	11,984,420	3,642,931	30.40%	12,774,035	100.00%	(5)
Cost of Goods Sold									(6)
Bookstore	7,969,239	2,830,897	35.52%	7,493,757	2,408,351	32.14%	7,969,239	100.00%	(7)
Bridgeview	46,792	17,898	38.25%	39,570	29,663	74.96%	46,792	100.00%	(8)
Gross Margin	4,758,004	1,336,803	28.10%	4,451,093	1,204,917	27.07%	4,758,004	100.00%	(9)
Operating Expenses									(10)
Bookstore	2,625,934	500,890	19.07%	2,503,629	533,620	21.31%	2,625,934	100.00%	(11)
Child Development Center	1,214,363	267,562	22.03%	1,204,846	243,958	20.25%	1,214,363	100.00%	(12)
Food Services	81,750	15,606	19.09%	38,013	189	0.00%	81,750	100.00%	(13)
Bridgeview	541,772	117,833	21.75%	535,532	130,889	24.44%	541,772	100.00%	(14)
Total Expenses before Grant Activity	4,463,818	901,881	20.20%	4,262,020	908,656	21.22%	4,463,818	100.00%	(15)
Auxiliary Net Operating Income/(Loss)	294,186	434,922	147.84%	169,073	296,262	175.23%	294,186	100.00%	(16)
Grant Income	-	-	0.00%	193,633	-	0.00%	-	0.00%	(17)
Grant Expense	-	-	0.00%	193,633	-	0.00%	-	0.00%	(18)
Net Grant Income/(Loss)	-	-	-	-	-	-	-	-	(19)
Net Income/(Loss)									(20)
Bookstore	151,189	355,531	235.16%	242,371	320,610	132.28%	151,189	100.00%	(21)
CDC	(121,568)	(69,122)	56.86%	(392,172)	(111,513)	0.00%	(121,568)	100.00%	(22)
Food Services	268,400	108,045	40.26%	331,455	43,051	0.00%	268,400	100.00%	(23)
Bridgeview	(3,836)	40,467	-1054.93%	(12,581)	44,113	-350.63%	(3,836)	100.00%	(24)
Net Auxiliary Income/(Loss)	294,185	434,921	147.84%	169,073	296,261	175.23%	294,185	100.00%	(25)
Auxiliary Fund Balance at June 30, 2008		8,403,576			8,542,427				(26)
Board Approved Additions		-			-				(27)
Transfers		-			-				(28)
Auxiliary Fund Balance at September 30, 2008	\$	8,838,497			8,838,688				(29)
									(30)
									(31)
									(32)
									(33)
									(34)
									(35)
									(36)
									(37)

NOTES: Grant income is separately identified for a holistic view of CDC's financial picture. It is accounted for as a project account and not part of the Auxiliary Fund.

EXHIBIT E

**COLUMBUS STATE COMMUNITY COLLEGE
CASH FLOW FORECAST
AS OF SEPTEMBER 30, 2008**

	Actual April 2008	Actual May 2008	Actual June 2008	Actual July 2008	Actual August 2008	Actual September 2008	
Beginning Cash	\$ 22,177,635	\$ 2,954,156	\$ 3,398,964	\$ 12,504,339	\$ 2,875,279	\$ 6,212,701	(1)
Cash Receipts	4,183,209	7,659,609	15,683,104	6,627,536	10,105,369	24,218,055	(2)
Cash Disbursements	(14,406,688)	(12,214,801)	(11,577,729)	(12,256,596)	(10,767,947)	(12,411,595)	(3)
Outflow for investments	(12,000,000)	-	-	(4,000,000)	-	-	(4)
Inflow from investments	3,000,000	5,000,000	5,000,000	-	4,000,000	-	(5)
Ending Cash	\$ 2,954,156	\$ 3,398,964	\$ 12,504,339	\$ 2,875,279	\$ 6,212,701	\$ 18,019,161	(6)

	Forecasted October 2008	Forecasted November 2008	Forecasted December 2008	Forecasted January 2009	Forecasted February 2009	Forecasted March 2009	
Beginning Cash	\$ 18,019,161	\$ 2,907,017	\$ 2,184,850	\$ 3,577,706	\$ 3,968,562	\$ 3,246,395	(7)
Cash Receipts	10,887,856	11,277,833	25,392,856	9,390,856	11,277,833	27,277,833	(8)
Cash Disbursements	(14,000,000)	(12,000,000)	(14,000,000)	(14,000,000)	(12,000,000)	(14,000,000)	(9)
Outflow for investments	(12,000,000)	-	(10,000,000)	-	-	(12,000,000)	(10)
Inflow from investments	-	-	-	5,000,000	-	-	(11)
Ending Cash	\$ 2,907,017	\$ 2,184,850	\$ 3,577,706	\$ 3,968,562	\$ 3,246,395	\$ 4,524,228	(12)
	[A]	[B]	[C]	[D]	[E]	[F]	

**COLUMBUS STATE COMMUNITY COLLEGE
PRESIDENT'S DISCRETIONARY FUND
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2008**

EXHIBIT F

Cash at Beginning of Period		\$ <u>2,716</u>	(1)
			(2)
<u>Receipts:</u>			(3)
			(4)
Deposit	17,284	17,284	(5)
			(6)
			(7)
<u>Disbursements:</u>			(8)
American Red Cross	1,500		(9)
Choices	1,000		(10)
Columbus Housing	150		(11)
Columbus International Program	100		(12)
Columbus Metro Library Foundation	1,000		(13)
Flowers	436		(14)
Goodwill Extraordinary	150		(15)
House of Hope	250		(16)
M. Valeriana Moeller for Cols. Metro Club Dinner	20		(17)
Ohio College Access Network	50		(18)
The Gathering	1,250		(19)
		<u>5,906</u>	(20)
		\$ <u><u>14,094</u></u>	(21)
	[A]	[B]	[C]

NOTE:

The President's Discretionary fund is a separate fund from the operating and capital funds of the college. The source of funds is from other-than-public (governmental) monies or student fees, as specified by the Board of Trustees.

The purpose of the fund is to enhance the mission of the college. Expenditures are to promote or enhance the image of the college, the college educational programs, operations, entertainment contribution, etc. and other appropriate expenditures not provided for in the college operating budget.

COLUMBUS STATE COMMUNITY COLLEGE DEVELOPMENT FOUNDATION, INC.
BALANCE SHEET AT SEPTEMBER 30, 2008
With Comparative Figures at September 30, 2007

<u>Assets</u>	<u>September 30, 2008</u>	<u>September 30, 2007</u>	
Cash	\$ 376,158	\$ 320,280	(1)
Accounts Receivable General Fund	-	-	(2)
Investments at market value (see note)	3,845,440	4,493,192	(3)
Pledges Receivable	543,569	425,409	(4)
Student Emergency Loans restricted - Net	<u>1,297</u>	<u>1,297</u>	(5)
			(6)
Total Assets	<u>\$ 4,766,464</u>	<u>\$ 5,240,178</u>	(7)
<u>Liabilities</u>			
Due to general fund	\$ 42,769	\$ 69,641	(8)
Pledge Payable	73,319	-	(9)
Trade Payables	223	82,103	(10)
Total Liabilities	<u>116,311</u>	<u>151,744</u>	(11)
<u>Fund balance</u>			
Permanently Restricted	3,276,519	3,149,430	(12)
Temporarily Restricted	1,745,753	1,817,915	(13)
Unrestricted	<u>(372,119)</u>	<u>121,089</u>	(14)
			(15)
Total fund balance	<u>4,650,153</u>	<u>5,088,434</u>	(16)
			(17)
Total Liabilities and fund balance	<u>\$ 4,766,464</u>	<u>\$ 5,240,178</u>	(18)
	[A]	[B]	(19)

Note: Investments

Investments are valued at market, which is generally determined by use of published market quotations. Realized gains and losses from sale or redemption of investments are based upon the cost of the specific investment sold or redeemed. Purchases and sales of investments are reflected on a trade-date basis. A summary of investments is as follows:

	<u>Cost</u>	<u>Market</u>	<u>Percent of Portfolio</u>
Cash	\$ 395,098	\$ 395,098	10.27%
Equities	2,227,676	2,111,385	54.91%
Fixed Income	300,000	300,000	7.80%
Mutual Funds	<u>1,104,930</u>	<u>1,038,956</u>	<u>27.02%</u>
Total Investments	<u>\$ 4,027,704</u>	<u>\$ 3,845,439</u>	<u>100.00%</u>

EXHIBIT H

**COLUMBUS STATE COMMUNITY COLLEGE DEVELOPMENT FOUNDATION, INC
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2008**

	September 30, 2008			September 30, 2007	
Revenue	Unrestricted	Temporarily Restricted	Permanently Restricted	Total All Funds	
Contributions	\$ 87,763	\$ 208,683	\$ 7,819	\$ 304,265	\$ 94,886
Investment Income					
Realized	(36,240)	(3,274)	-	(39,514)	47,829
Unrealized	(275,035)	(27,394)	-	(302,429)	31,526
Investment income-subtotal	<u>(311,275)</u>	<u>(30,668)</u>	<u>-</u>	<u>(341,943)</u>	<u>79,355</u>
Total revenues	<u>(223,512)</u>	<u>178,015</u>	<u>7,819</u>	<u>(37,678)</u>	<u>174,241</u>
Expenditures					
Scholarships	-	88,226	-	88,226	66,795
Contributions to Columbus State	-	-	-	-	-
Management and general	46,978	-	-	46,978	144,126
Total expenditures	<u>46,978</u>	<u>88,226</u>	<u>-</u>	<u>135,204</u>	<u>210,921</u>
Excess (deficit) of revenues over expenditures	<u>(270,490)</u>	<u>89,789</u>	<u>7,819</u>	<u>(172,882)</u>	<u>(36,680)</u>
Transfers	-	-	-	-	-
Fund balance at beginning of period	<u>(101,629)</u>	<u>1,655,964</u>	<u>3,268,701</u>	<u>4,823,036</u>	<u>5,125,113</u>
Fund balance at end of period	<u>(372,119)</u>	<u>1,745,753</u>	<u>3,276,520</u>	<u>4,650,154</u>	<u>5,088,433</u>
	<u>[A]</u>	<u>[B]</u>	<u>[C]</u>	<u>[D]</u>	<u>[F]</u>

(1) Unrealized Income/(loss) is a result of increases/(decreases) in underlying assets as opposed to cash.

**COLUMBUS STATE COMMUNITY COLLEGE
NOTES TO FINANCIAL STATEMENTS
AS OF SEPTEMBER 30, 2008**

1) **Investments**

<u>Investment Fund</u>	<u>Cost</u>	<u>Market Value</u>	<u>Yield to Maturity*</u>	<u>Average Maturity (days)</u>
STAR Ohio/Operating	\$ 29,374,392	\$ 29,374,392	2.40%	1
STAR Ohio/Plant	1,312,749	1,312,749	2.33%	1
STAR Ohio/Auxiliary	524,188	524,188	2.33%	1
CSCC Operating Fund 1	41,861,286	42,137,397	2.52%	202
CSCC Operating Fund 2	26,065,789	26,036,077	3.37%	702
Bond Proceeds	475,077	475,077	1.85%	1
Auxiliary Services	5,148,710	5,107,686	3.08%	670
Plant Fund	4,485,137	4,471,130	3.15%	700
	<u>\$ 109,247,326</u>	<u>\$ 109,438,695</u>		

* Weighted

<u>Portfolio Composition</u>	<u>Type</u>	<u>% of Total</u>
	STAR Ohio	28.52%
	Agencies	67.55%
	Cash & Equivalents	3.93%
		<u>100.00%</u>

2) **Inventories**

Bookstore inventories at year-end are stated at actual cost. At or near year-end a complete physical inventory is taken and adjustments, if any, are recorded.

3) **Plant Funds**

Physical plant and equipment are stated at cost at date of acquisition or fair value at date of donation in case of gifts. Depreciation of physical plant and equipment is recorded.

4) **Long-term debt**

Long-term debt consists of bonds payable in annual installments varying from \$545,000 to \$1,120,000 with interest at rates varying from 2.00% to 4.50%, the final installment being due in 2023, collateralized by a gross pledge basis, of the general receipts of the college, which include the full of every type and character of receipts, excepting only those specifically excluded which are primarily those that are appropriated from the State of Ohio.

Debt service for this long-term debt is paid from an annual allocation in the College's Operating fund, the Auxiliary Services fund, and from the State's Capital Component Program.

5) **Interfund Accounts**

All interfund borrowings have been made from current funds and amounts are due currently without interest.